

AGREEMENT

Between The

SUMMERVILLE UNION HIGH SCHOOL DISTRICT

and



AFL-CIO

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and Its

SUMMERVILLE UNION H. S.
DISTRICT CHAPTER #783

July 1, 2018 - June 30, 2021

PREAMBLE

This Agreement is made and entered into by and between SUMMERVILLE UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Summerville Chapter #783 or its successors hereinafter referred to as "CSEA".

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code of the State of California.

ARTICLE I

RECOGNITION

- 1.1 Acknowledgement - The District hereby acknowledges that CSEA is the exclusive bargaining representative for all Classified employees in the District, with the exception of management, confidential, supervisory, short-term and substitute employees. The determination of whether new positions are in the bargaining unit shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the PERB for resolution.

ARTICLE II

NO DISCRIMINATION

- 2.1 Discrimination Prohibited - No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.
- 2.2 No Discrimination on Account of CSEA Activity- Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.
- 2.3 Sexual Harassment
 - 2.3.1 CSEA and the District are committed to work together to prevent the sexual harassment of any CSEA unit member by a student, a member of the public, another CSEA employee, or a District employee.
 - 2.3.2 CSEA employees are notified that Board Policy and Administrative Regulation 4119.11 set forth the District's sexual harassment policy.
 - 2.3.3 Unit members are encouraged to report to their immediate supervisor any action or activity which they may deem to constitute sexual harassment.
 - 2.3.4 This section is not subject to the grievance process.

ARTICLE III

CHECK OFF AND ORGANIZATIONAL SECURITY

- 3.1 Check Off - CSEA shall have the sole and exclusive right to have membership dues, initiations, and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from CSEA, deduct and make appropriate remittance for union dues. (revised June 2019)
- 3.2 Hold Harmless - CSEA shall indemnify and save the District harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any demand for termination under this Article. (revised June 2019)
- 3.3 Religious Objection - Notwithstanding the provisions of EERA section 3546(a), any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee shall be required, in lieu of a service fee, to pay sums equal to such service fee to a nonreligious, non labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Service Code. For the purpose of this section, the parties have selected the following three (3) charitable contribution options:
1. American Cancer Society
 2. American Heart Association
 3. United Way
- 3.3.1 Any employee claiming this religions objection must file a written request for exemption with CSEA. If the request is granted, the employee shall, as a condition of continued exemption from this requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

3.3.2 CSEA may require that proof of such payments be made on an annual basis to the District as a condition of continued exemption from the requirement of financial support to CSEA. If an exempted unit member requests CSEA to use the grievance procedure on his other behalf, CSEA is authorized to charge the unit member for the reasonable cost of using such procedure.

3.4 SB1960 Implementation -The District and CSEA acknowledge that CSEA has notified the employer to implement the provisions of Government Code Section 3546(a) requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member effective September 1, 2001 (hereinafter referred to as " statutory fair share arrangement"). In the event that the statutory fair share arrangement is no longer in effect in the negotiating unit, the language in Sections 3.1 through 3.4 shall continue in full force and effect.

ARTICLE IV

EMPLOYEE EVALUATIONS AND PERSONNEL FILES

4.1 Personnel Files

- 4.1.1 The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials that are not in the personnel file.
- 4.1.2 Information of a derogatory nature shall not be entered into or filed unless and until the employee is given notice and an opportunity to review and comment. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. Employees shall have fifteen (15) working days to notify the District as to their intent to respond to any derogatory material placed in their personnel file. The employee will then have an additional fifteen (15) working days after notification to submit a response in writing.
- 4.1.3 An employee shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved, were prepared by identifiable committee members, or were obtained in connection with a promotion examination. Derogatory information placed in an individual employee's personnel file may, at the option of the employee, be transferred to a separate, sealed file after three years, provided that the employee has not engaged in the same or similar conduct in the intervening period. Material transferred to the sealed file may be opened only in response to a lawful subpoena issued by a court or administrative tribunal of competent jurisdiction or, upon order of the superintendent, in the event that the employee thereafter engages in substantially the same conduct as reflected in the sealed file.

- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee.
- 4.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 4.2 Evaluations - No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based purely on hearsay statements. An evaluator must rely only upon his or her direct observation or verifiable information in evaluating a unit member. Any negative evaluation 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 Section 4.1 above. (Evaluation form revised and agreed to June 2019)

ARTICLE V

ORGANIZATIONAL RIGHTS

- 5.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in another portion of this agreement:
- 5.1.1 The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related thereto.
 - 5.1.2 The right to use, without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA members.
 - 5.1.3 The right to use, without charge, facilities and buildings at reasonable times, for the purpose of Chapter or Regional Presidents Meetings and for the purpose of processing grievances and matters related thereto. Regional Presidents Meetings will be with prior approval of the District.
 - 5.1.4 The right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
 - 5.1.5 The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this agreement. The roster shall indicate the employee's present classification and primary job site.
 - 5.1.6 The right to receive upon request copies of any and all public materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this agreement.

5.1.7 The right of CSEA chapter delegates to attend the CSEA annual conference utilizing vacation days or other non-paid leave shall be upheld.

5.1.8 Any volunteer or prisoner work shall only be conducted after notification of local chapter for review. Any dispute shall be settled through the grievance process.

5.2 Distribution of Contract: Within thirty (30) days after the execution of this contract, the District shall print or duplicate, or put on computer diskette and provide without charge a copy of this contract to every employee in the bargaining unit. Members of the bargaining unit shall be provided with a copy of this agreement or changes to this agreement by the District without charge at the time of their employment or upon request

ARTICLE VI

HOURS AND OVERTIME

- 6.1 Workweek: The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, nor keep the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.
- 6.2 10 Hour Workday: The District may establish a 10 hour per day, 40 hour, four consecutive day workweek for all, or certain of its employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days, provided the establishment of such a workweek has the concurrence of CSEA.
- 6.3 Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in the agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, days per week, and months per year. No shift assigned shall be less than two (2) hours in duration.
- 6.4 Reduction in Assigned Time: Any reduction in assigned time shall be accomplished in accordance with Article XVI.
- 6.6 Increase in Hours: 'When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.
- 6.7 Lunch Periods: All employees covered by this agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. An employee required to work during his/her lunch period shall receive compensation at the appropriate rate of pay as determined in this agreement for all time worked during the normal lunch period.

- 6.8 Rest Periods: All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay of the employee.
- 6.9 Rest Facilities: The District shall make available at each work site adequate lunchroom, restroom and lavatory facilities for classified employees use.
- 6.10 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time one and one half (1 ½) the regular rate of pay of the employee for all hours worked in an overtime status. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 6.10.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh day of work.
- 6.10.2 All hours worked by an employee on any holiday designated by this Agreement, shall be compensated at one and one-half (1 ½) times the regular rate of pay, in addition to his/her regular pay for the holiday.
- 6.10.3 If the District establishes a four-day workweek, the overtime rate shall be paid for all hours worked in excess of the required workday of ten (10) hours. Work performed on the fifth, sixth, and seventh days shall be compensated for at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
- 6.10.4 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.
- 6.11 Compensatory Time Off: An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted within the calendar year in which it is earned by mutual agreement between the employee and his/her immediate supervisor. If this is not feasible, the employee shall be paid at the end of the

school year in which the compensatory time was earned. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6.10 of this Article.

- 6.12 Shift Differential - Compensation: The District agrees to provide any employee in the bargaining unit whose assigned work shift shall last later than 6:00 p.m. a paid thirty (30) minute lunch period during the eight (8) hour shift.

6.12.1 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned for 20 working days or less to a day shift.

- 6.13 Extra-Duty Assignments- Equal Distribution: Extra-Duty Assignments in each classification, regardless of whether such an assignment results in overtime for a unit member, shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each classification.

An extra-duty assignment occurs when the Governing Board authorizes the Administration to employ a unit member to perform the duties of an existing classification beyond the recognized hours for that classification. An extra-duty assignment is not the same as a substitute assignment or any of the other positions or assignments listed at Education Code section 45103.

- 6.14 Minimum Call-in and Call-back Time: Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours at the appropriate overtime rate of pay.
- 6.15 Turn Down Work: Any employee shall have the right to turn down any offer or request for overtime or call back, on call, or call in time, except in emergencies.
- 6.16 Standby Compensation: All standby time shall be considered as regular hours worked and shall be compensated at the appropriate straight time or overtime rate of pay as defined in this agreement.
- 6.17 Hours in Paid Status: "Hours in Paid Status" is defined to include all hours worked and time during which the employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence.

6.18 Summer Assignments: When work normally and customarily performed by employees is available to be performed at times other than during the regular September-June academic year, the work shall be offered to employees in the appropriate classification(s) as provided in this section.

6.18.1 Assignment of employees not regularly so assigned to serve during a summer recess period shall be made in order of seniority.

6.18.2 An employee who accepts a summer assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, not less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and benefits be less on a pro-rata basis, than the compensation and benefits he/ she was receiving immediately prior to the commencement of the summer assignment. No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer employment bears to the number of hours assigned to the employee during the regular September-June academic year. No employee shall be required to accept a summer assignment that is not so regularly assigned.

6.18.3 All hours assigned to an employee for a summer assignment shall be considered "Hours in Paid Status" for the purpose of this agreement.

6.19 Cancelled Workdays: A cancelled workday shall be any workday or portion thereof that is cancelled by the District Administration/ designee. A cancelled "school day" shall not constitute a cancelled "workday" unless the unit member's immediate supervisor notifies the unit member that the Administration has also cancelled the workday.

6.19.1 All employees scheduled to work on a cancelled workday shall receive their regular compensation. During any unit member's regularly scheduled assignment, all unit members shall remain in a standby status pursuant to Section 6.16 of this Article. If any unit member is required to work outside of his or her regularly scheduled assignment, the District shall compensate that unit member for his or her standby time, pursuant to Section 6.16, plus the time he or she agreed to work. This section shall not apply to calendared late start day or minimum days.

6.19.2 If the Administration cancels a "workday" for one shift of classified unit members, this does not automatically constitute a cancelled "workday" for all other shifts.

6.19.3 Ten (10) month employees will be required to make up any cancelled workday, without additional compensation, that also resulted in a cancelled school day unless the District obtains a waiver from the State for the cancelled school day.

6.19.4 On a cancelled workday, twelve (12) month employees will receive their regular compensation. If a twelve (12) month employee is required to work on a cancelled workday, he or she shall receive additional compensation for the actual hours worked. Such additional pay shall be at the employee's regular rate of pay or overtime, whichever is appropriate.

6.19.5 Whenever a unit member has commenced work and the workday is subsequently cancelled, the unit member shall receive their regular compensation for the cancelled workday. If the cancelled workday also resulted in a cancelled school day and the District must make up the cancelled school day, any non-twelve month unit member who received compensation for the cancelled school day, which must be made up, must work the make up day without additional compensation. If he or she is unable to work the make up day, he or she may use a vacation day or a personal necessity day with the approval of his or her supervisor. However, those unit members who were at work at the time that the workday was cancelled shall receive, following the make up day, a minimum of two (2) hours of pay or the actual number of hours worked on the cancelled workday, whichever is more. Such additional pay shall be at the employee's regular rate of pay or overtime, whichever is appropriate.

6.20 Transportation Overtime: Notwithstanding the language in Section 6.13, extra-duty assignments will be assigned to Bus Drivers who drive regular routes on a rotational basis by seniority as established in this agreement. If no regular driver is available to do the extra work, the rotation will then proceed to other Transportation Department employees qualified to drive a school bus by seniority and then will proceed to substitute Bus Drivers.

An extra-duty transportation assignment results from the Governing Board's authorization for the Administration to have students transported to and from activities such as field trips, sporting events, co-curricular activities, etc. An extra-duty transportation assignment is not the same as a substitute transportation assignment.

ARTICLE VII

PAY AND ALLOWANCE

7.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix "A", which is attached hereto and by reference incorporated as a part of this agreement. The regular rate of pay shall include any shift differential to be paid under this agreement.

7.1.1 The proposal for salary increase is as follows for each of the three years.

- 2018-2019: 2.25% = \$32,422 (on schedule) + 1% = \$14,409 (one-time) both retro to July 1, 2018.
- 2019-2020: 2% = \$28,819 (on schedule)
- 2020-2021: 2% = \$28,819 (on schedule)
- The district does not agree to any "Me-Too" clauses for any of the 2018-2019, 2019-2020 or 2020-2021 years.

7.2 Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions, overtime, holiday pay, additional wage benefits, differentials, and longevity. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

7.3 Payroll Errors: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

7.4 Promotion: Any employee in the bargaining unit receiving a promotion under the provisions of this agreement shall be moved to the appropriate range and step of the new class to insure an increase in salary as a result of that promotion.

- 7.5 Mileage: No employee shall be required to use his/her vehicle on District business.
- 7.6 Compensation For An Employee Working Out of Classification: An employee shall not be required to perform duties not a part of his/her classification except as provided in this Section.
- 7.6.1 An employee assigned duties not a part of his/her job description for that classification shall have his/her salary adjusted upward for the entire period he/ she is required to work out of classification.
- 7.6.2 If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure an increase in salary.
- 7.7 Compensation During Required Training/In-service Periods: An employee who is required to attend training/in-service sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:
- 7.7.1 If training occurs during regularly assigned working hours, he/ she shall receive his/her regular salary.
- 7.7.2 When the training occurs at times other than the employee's regular working hours, the employee will be paid at the appropriate rate of pay as defined in this agreement.
- 7.7.3 Costs incurred under a mandated training program for employee transportation, registration fees and supplies shall be paid for by the District.
- 7.8 Meals: Any employee authorized in advance by the Superintendent/Principal or his/her designee to take meals away from work in the course of conducting District business shall be reimbursed in an amount not to exceed \$5.00 for breakfast, \$7.00 for lunch and \$12.00 for dinner, tax and gratuity included. The employee shall present a receipt for such meals.
- 7.9 Lodging: Any employee who is authorized in advance by the Superintendent/Principal or his/her designee and as a result of a work assignment must be lodged away from home overnight shall present a receipt for such lodging. When requested, the District shall provide advance funds to the employee for such lodging.

ARTICLE VIII

EMPLOYEE EXPENSES AND MATERIALS

- 8.1 Uniforms: The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards required by the District to be worn or used by bargaining unit employees.
- 8.2 Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees with the exception of Mechanics and Vehicle Service Workers in the Transportation Department, for performance of employment duties. For those Mechanics and Vehicle Service Workers in the Transportation Department, the District agrees to provide all specialty tools, equipment and supplies reasonably necessary for the performance of employment duties. Employees who have authorization to use their own tools and equipment in the course of their employment shall have such tools or equipment stolen or broken on the job replaced with like kind by the District.
- 8.3 Safety Equipment: Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 8.4 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of continued employment.

ARTICLE IX

HEALTH AND WELFARE BENEFITS

- 9.1 Employees and Dependent Insurance Coverage: Effective July 1, 2018, the District agrees to increase the contribution towards ad health and benefit package on behalf of each member from \$8,900 per year to \$9,200. Effective July 1, 2018, the monthly health cap will be \$766.67 for full time staff members.
- 9.1.1 Medical/hospital/surgical/prescription drug coverage for employee and dependents subject to provider options(s) and District and/ or District and employee contributions.
- 9.1.2 Dental coverage for employee and dependents subject to provider option(s) and District and/ or District and employee contributions.
- 9.1.3 Vision coverage for employee and dependents subject to provider option(s) and District and/ or District and employee contributions.
- 9.1.4 State Disability Insurance shall be offered to employees at their expense.
- 9.1.5 Orthodontic coverage for employees' children shall be the 50%/\$1,000 plan.
- 9.2 Eligibility: All current full-time employees who work in the bargaining unit shall be covered under the program. All current part-time employees and all bargaining unit members hired after July 1, 1988, shall have the above fringe benefits paid by the District as follows:

Less than 20 hours per week	0%
20 hours but less than 30 hours per week	50%
30 hours but less than 36 hours per week	75%
36 or more hours per week	100%

Employees shall be enrolled in insurance programs on the first of the month following the fulfillment of the eligibility requirement.

- 9.3 Benefit Plan Continuation: The District agrees to allow retirees to participate in the District's health and welfare benefits at their expense.
- 9.4 Negotiations on Contributions: The District agrees to contribute \$9,200.00 toward a health and benefit package on behalf of each member annually beginning July 1, 2018.

ARTICLE X

HOLIDAYS

- 10.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays:

Total 15

1. Independence Day
2. Labor Day
3. Veteran's Day
4. Day Before Thanksgiving (in lieu of Admission Day)
5. Thanksgiving Day
6. Day After Thanksgiving
7. Christmas Eve
8. Christmas Day
9. New Year's Eve
10. New Year's Day
11. Martin Luther King Day
12. Lincoln Day
13. President's Day
14. Spring Vacation Day (Friday of Spring Vacation)
15. Memorial Day

- 10.2 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, mourning, Thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 37222, 37221, or 1318 or their successors shall be a paid holiday for all employees in the bargaining unit.

- 10.3 Holidays on a Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

- 10.4 Teacher Training Days: Any day granted as a teacher training day, teacher institute or in-service training day by whatever name for whatever purpose is a regular workday for all classified employees a part of the bargaining unit who normally would have worked that day with the exception of ten (10) month employees. Any employee required or requested to work beyond their contractual 181 days shall be compensated at their regular rate of pay.
- 10.5 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 10.5.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1 or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of the normal assignment immediately preceding or succeeding the holiday period.

ARTICLE XI

VACATION PLAN

- 11.1 Eligibility: All employees shall earn vacation time with full pay under this Article. Vacation benefits are earned on a fiscal year basis, July 1 - June 30.
- 11.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.
- 11.3 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the schedule listed in Appendix "D", attached hereto and by reference incorporated as a part of this Agreement.
- 11.4 Vacation Carry-over: If for any reason an employee is not able to take all or any part of his/her annual vacation, the amount not taken, not to exceed ten (10) days shall, at the option of the employee, be accumulated for use not later than the end of the following fiscal year or be paid for in cash.
- 11.5 Vacation Pay Upon Termination: When an employee is terminated for any reason, he/ she shall be entitled to all vacation pay earned and accumulated up to and including the last day of paid status.
- 11.6 Vacation Postponement: If an employee's vacation becomes due during a period when he/ she is on leave due to illness or injury, he/ she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/ she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.
- 11.7 Interruption of Vacation: An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination to the District.

- 11.8 Holidays During Vacation: When a holiday falls during the schedule vacation of any employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- 11.9 Vacation Scheduling: Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. Requests for vacation leave shall be made to and approved by the immediate supervisor at least five (5) days prior to taking such leave. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.
- 11.10 Short-Notice Vacation Days for Personal Business Leave: A unit member may use up to a maximum of two (2) of his or her vacation days each school year to conduct personal business.
- 11.10.1 Notwithstanding the notice requirement set forth in Section 11.9 of the contract for scheduling regular vacations, a unit member must provide his or her immediate supervisor with written notice as soon as the need is known, but no later than twenty-four (24) hours prior to the use of such vacation leave to conduct personal business. A unit member is expected to act in good faith in noticing his or her immediate supervisor.
- 11.10.2 The unit member's immediate supervisor may deny a unit member the use of such vacation leave to conduct personal business if the unit member's immediate supervisor concludes that the unit member's absence would negatively disrupt or impact the operational needs of the District on that day. The unit member's immediate supervisor may not arbitrarily deny a unit member the use of a vacation day for personal business.
- 11.10.3 A unit member may not use the two vacation days pursuant to this Section to miss consecutive scheduled work days. If a unit member needs to miss two consecutive scheduled work days, the unit member must comply with the requirements of Article XI.
- 11.10.4 A unit member may not use a vacation day under this Section for any concerted activity.

- 11.10.5 If the unit member is a ten-month employee, the District will reduce the unit member's monthly vacation pay adjustment during the pay period in which the vacation day is used.
- 11.10.6 The terms of this Section shall sunset without establishing a past practice or precedent on June 30, 2007.

ARTICLE XII

LEAVES

12.1 Sick Leave:

- 12.1.1 An employee shall be granted twelve (12) days of leave of absence for illness, quarantine, or injury, exclusive of all days he/ she is not required to render service to the District, with full pay for a fiscal year of service. An employee who is employed for less than a full fiscal year of service is entitled to that proportion of twelve (12) days leave of absence for illness, quarantine, or injury as the number of months he/ she is employed bears to twelve (12). (Example: 12 month employee gets 12 days; 10 month [school term] employee gets 10 days.)
- 12.1.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of service with the District. Employees who terminate their employment with the District and have used more sick leave than they have accrued at time of termination shall have those extra unearned days deducted from their final check.
- 12.1.3 Pregnancy shall be treated as an illness for the purposes of sick leave.
- 12.1.4 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not take shall be accumulated from year to year.
- 12.1.5 The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor, if the employee is filing a request for retirement.

12.2 Entitlement to Other Sick Leave

- 12.2.1 Each time a unit member is absent from his or her duties on account of illness or accident, whether or not the absence arises out of or in the course of employment of the employee, the unit member is entitled to be absent from his or her regular assignment for a period of five (5) months or until he or she has exhausted all current and accrued sick leave, whichever occurs last.
- 12.2.2 During any such absence, the unit member shall be entitled to use his or her entitlement to all regular sick leaves, accumulated compensatory time, vacation and other paid leave. If an employee exhausts his or her current and accrued sick leave during the initial five (5) month period, the unit member shall be entitled to receive "differential pay" for the remainder of the five (5) month period. "Differential pay" is the difference between the unit member's regular per diem amount and the sum which is actually paid a substitute employee employed to fill his position during his absence. The parties agree, however, that a unit member shall not receive less than fifty percent (50%) of his or her regular salary during the period of differential pay. During the period of differential pay, the unit member may supplement his or her differential pay with accumulated compensatory time, vacation, or other paid leave.
- 12.2.3 For purposes of calculating the five (5) month period, the District shall convert the five (5) month period into 105 working days (5 months x 21 days per month).
- 12.2.4 The five (5) month period for each illness or accident shall commence with the unit member's first day of absence, whether such absence arises out of or in the course of employment. The five (5) month period shall run concurrently with the unit member's entitlements to current and accrued sick leave, accumulated compensatory time, vacation and other paid leaves.
- 12.2.5 If the unit member is unable to return to his or her assignment at the end of the five (5) month period or when he or she has exhausted all entitlements to current and accrued sick leave, whichever occurs last, the unit member shall be placed on the 39-month reemployment list pursuant to Education Code Section 45192.

- 12.3 Additional Leave For Non-industrial Accident or Illness: An employee who exhausted all entitlement to sick leave, compensatory overtime, vacation, or other available paid leave may be granted additional leave as found in Education Code Section 45195 or its successor.
- 12.4 Industrial Accident and Illness Leave: In addition to other benefits that an employee may be entitled to under the Worker's Compensation Laws of this state, employees shall be entitled to the following benefits:
- 12.4.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. This leave shall run concurrently with leave entitlement in Section 12.2 and shall not exceed 105 days.
 - 12.4.2 Payment for any wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wages for that day.
 - 12.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/ she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
 - 12.4.4 Any time an employee on Industrial Accident or Illness leave is able to return to work, he/ she shall be reinstated in his/her position without loss of pay or benefits.
- 12.5 Personal Necessity Sick Leave: Up to seven (7) days of absence earned for sick leave under Section 12.1 of this Article may be used by the employee, at his/ her election, in cases of personal necessity on the following basis:

- 12.5.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 12.6 of this Article.
 - 12.5.2 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.
 - 12.5.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.
 - 12.5.4 Such other reasons mutually agreed upon by CSEA and the District.
 - 12.5.5 Participate in school activities of a child for whom the unit member is a parent, guardian, or caregiver pursuant to Labor Code Section 230.8.
 - 12.5.6 In addition to this leave, employees may use vacation time as outlined in Article 11.10.
- 12.6 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for up to three (3) working days, or five (5) working days if distance to be traveled is four hundred (400) miles or more away, or if out of state travel is required. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, stepparent, stepson, stepdaughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.
- 12.7 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee his/her regular salary, subject to the forfeiture of jury duty allowance, excluding meals, mileage, and/or parking allowances. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 1:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.
- 12.8 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercises of military leave.

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

12.10 General Provisions Governing Leaves:

12.10.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.10.2 The time during which an employee is on involuntary unpaid leave shall be counted for seniority purposes.

12.11 Unpaid FMLA/CFRA Leave

Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") Compliance

12.11.1 As set forth in federal and state statutes, family care and medical leave is available to any unit member who has been (1) employed by the District for at least twelve months and (2) has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

12.11.1.1 Except as set forth in this paragraph, family care and medical leave is an unpaid leave of absence.

12.11.1.2 Family care and medical leave does not constitute a break in service and the unit member remains in regular employee status with the District.

12.11.1.3 A unit member must have actually worked 1,250 hours during the 12-month period immediately preceding the commencement of their leave in order to qualify for FMLA/CFRA leave.

12.11.1.4 A unit member may request unpaid family care and medical leave for up to 12-workweeks during a fiscal year for:

12.11.1.4.1 The birth of a child of the unit member, or the placement of a child with the unit member in connection with adoption or foster care;

12.11.1.4.2 The care of the unit member's child, spouse, or parent who has a serious health condition; or

- 12.11.1.4.3 A unit member's own serious health condition that makes the unit member unable to perform any one of the essential functions of the position held by the unit member, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
 - 12.11.1.5 The District shall require the unit member to use paid sick leave and paid differential pay concurrently with an unpaid FMLA/CFRA leave when the unit member's unpaid FMLA/CFRA leave is for reasons set forth at Section 12.11.1.4.3. For an unpaid FMLA/CFRA leave for reasons set forth at Sections 12.11.1.4.1 or 12.11.1.4.2, an employee may not use paid sick leave or paid differential leave concurrently unless otherwise authorized by law.
 - 12.11.2 A unit member who requests leave to care for a child, a spouse, or a parent who has a serious health condition shall be required to submit a certificate from the health care provider for the child, spouse, or parent.
 - 12.11.2.1 The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall estimate the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care. The certificate shall also contain a statement that the affected individual's condition warrants the participation of a family member to provide care [District has the necessary forms].
 - 12.11.2.2 When it is medically necessary, the leave may be taken intermittently, but in no case in increments of less than one (1) work day.
 - 12.11.2.3 If additional leave time is needed after the time estimated by the health care provider expires, the unit member is required to provide re-certification in the same manner specified above.
 - 12.11.2.3.1 The maximum amount of leave permitted by state and federal law is 12 workweeks within a 12-month period. Any additional unpaid leave would have to be Board approved.
 - 12.11.2.4 When the leave is for "child rearing" connected with the birth, adoption, or placement of a child in foster care and both parents of the child are employed by the District, each unit member shall be entitled to 12-workweeks of unpaid FMLA/CFRA Leave. Each employee shall retain whatever unused portion of the 12-

workweeks for other eligible unpaid FMLA/CFRA leaves for which they are entitled during that 12-month period.

- 12.11.3 A unit member who requests leave for the unit member's own serious health condition may be required to submit a certificate from the health care provider.
- 12.11.3.1 The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall contain a statement that the unit member is or will be unable to perform one of the essential functions of the unit member's position due to the serious health condition.
- 12.11.3.2 If additional leave time is needed after the time estimated by the health care provider expires, the unit member is required to provide re-certification in the same manner specified above.
- 12.11.3.3 The unit member shall be required to use all available accrued sick leave pursuant to Section 12.11.1.5.
- 12.11.3.4 As a condition of the unit member's return to work, the unit member shall provide acceptable medical certification of the ability to resume the duties and responsibilities of the unit member's position.
- 12.11.4 If a unit member's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30-calendar days before the leave is to begin, the unit member shall provide written notice to the District at least 30-calendar days prior to the commencement of the leave.
- 12.11.4.1 If a unit member learns of the need to take FMLA/CFRA Leave less than 30-calendar days before the leave is to begin, the unit member shall verbally notify his or her immediate supervisor within one or two school days of learning about the need to take unpaid FMLA/CFRA Leave. In such a case, the District will then provide written notification to the unit member of the commencement date of the leave.
- 12.11.4.2 When leave is needed for a planned medical treatment or supervision, the unit member is required to make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling requirement shall be subject to approval of the health care provider.

- 12.11.5 A unit member who is granted an unpaid FMLA/CFRA leave continue to be eligible for health insurance for 12-workweeks at the level and under the conditions that coverage would have been provided if the unit member had continued in active employment.
- 12.11.5.1 The District is entitled to reimbursement from the unit member for its contribution to the unit member's health coverage if the unit member fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the unit member to take family care and medical leave or for other circumstances beyond the unit member's control.
- 12.11.5.2 At the conclusion of the family care and medical leave, the unit member shall be returned to the same or similar position held by the unit member prior to the commencement of the leave.
- 12.11.5.3 For the purpose of Section 12.11, "child" means biological, adopted, a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.
- 12.11.5.4 "Parent" means biological, foster or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child.
- 12.11.5.5 "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment or supervision by a health care provider as defined by applicable law.

12.12 Parental Leave

- 12.12.1 Parental Leave is for any unit member who is an expectant mother or father or in connection with the adoption or foster care placement of a child within the previous 12 months.
- 12.12.1.1 Pursuant to Education Code section 45196.1, a full-time certificated unit member shall be granted a maximum of 12-working weeks of Paid Parental Leave. A part-time certificated unit member shall be granted a prorated share of the 12-working weeks of Paid Parental Leave.
- 12.12.1.2 The 12-workweeks of Paid Parental Leave must be used within 12-months of the birth, adoption, or foster-care placement of a child.

- 12.12.2 During a unit member's Parental Leave, the unit member must first exhaust all of his or her current and accrued Paid Sick Leave.
 - 12.12.2.1 A unit member is not required to take all 12-workweeks of Paid Parental Leave if he or she does not want to use all of his or her Paid Sick Leave.
- 12.12.3 If the unit member exhausts all of his or her Paid Sick Leave during the 12-workweeks of Parental Leave, the unit member shall be entitled to Paid Differential Leave for the remainder of the 12-workweek period.
 - 12.12.3.1 Pursuant to Education Code section 45196.1, a unit member shall receive no less than 50 percent of his or her regular salary for the remaining portion of the 12-workweek period of Parental Leave.
- 12.12.4 A unit member may use Paid Parental Leave on an intermittent basis during the 12-month period following the birth, adoption, or foster-care placement of a child.
 - 12.12.4.1 A unit member's intermittent leave must be for at least two weeks at a time.
 - 12.12.4.2 The District Superintendent reserves the right to transfer a unit member to an assignment for which he or she is credentialed and qualified if the District Superintendent concludes that the unit member's intermittent leave is disrupting the educational program. The unit member would have a right to return to the previous assignment at the beginning of the school year in which he or she has completed the Paid Parental Leave.

ARTICLE XIII

HIRING AND JOB INFORMATION

- 13.1 Short-Term Employees: Persons hired for a specific temporary project of limited duration (no more than seventy-five percent (75%) of the school year) upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis shall not be classified employees and members of the bargaining unit. Seventy-five percent (75%) of the school year means 195 working days including holidays, sick leave, vacation and other leaves of absence, irrespective of the number of hours worked per day. Short-term employees who work more than 75% of the school year shall immediately become classified employees and their service in the classified service shall be counted from initial date of employment.
- 13.2 Distribution of Job Information: Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
- 13.3 New Hires: All new hires shall serve a twelve (12) month probationary period. The probationary period shall commence with the first date of paid service. Time spent as a short-term, limited-term or substitute employee pursuant to Education Code Section 45103 shall not apply toward the calculation of the twelve (12) month period.
- 13.4 Upward Transfers
- 13.4.1 Any employee who transfers to a classification on a higher pay range as defined in Section 14.8 shall serve a twelve (12) month probationary period. If a probationary employee will have completed at least six (6) months of service by June 30th in the assignment to which he or she has transferred, the District may grant that employee permanent status at that time.

13.4.2 A permanent employee who accepts an upward transfer and fails to complete the probationary period for that upward transfer shall be reemployed in the classification from which he or she transferred.

ARTICLE XIV

TRANSFERS AND VACANCIES

- 14.1 First Consideration: Employees in the bargaining unit shall be given first consideration in filling any new position which is created or any existing position which becomes vacant, according to the provisions of this Article, after the announcement of the position being open.
- 14.2 Definition of Transfer: The definition of a transfer is a reassignment from one position in a classification within the District to another position in the same classification or different classification within the District.
- 14.3 Voluntary and Involuntary Transfers: A voluntary transfer is a transfer initiated by the employee, by filing with the District Superintendent. An involuntary transfer is one initiated by the District for disciplinary reasons or lack of work or lack of funds. A vacancy to which an employee is being involuntarily transferred shall not be advertised as a vacancy open for voluntary transfer.
- 14.4 Posting of Notice: Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of at least ten (10) full working days. Any employee, who will be on leave or layoff on the date the position is posted, shall be mailed a copy of the notice by First Class Mail within forty-eight (48) hours of that date.
- 14.5 Notice Contents: The job vacancy shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 14.6 Filing: Any employees may file for the vacancy by submitting written notice to the District within the filing period.
- 14.7 Lateral Transfers: A lateral transfer is defined as a reassignment from one position in a classification to another position in the same classification within the District. When a new position is created or an existing position comes

vacant, the District shall first offer the opportunity to transfer to bargaining unit employees serving in the same class in the District by posting the vacancy as outlined in Sections 14.4 and 14.5 of this Article. If more than one employee wishes to be transferred to a particular vacancy, the employee with the greatest seniority shall be transferred. In the event that two (2) or more employees have identical seniority, the employee to fill the position shall be selected by lot.

- 14.8 Upward Transfer: The definition of an upward transfer is a reassignment from a position in one classification to a position in another classification. Any bargaining unit employee may file for any upward transfers as defined in this Section.
- 14.9 Medical Transfers: The District shall give alternate work when same is available to an employee who is qualified to do the work, and who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, lateral transfer to a related class, and with the employee's permission, demotion. Justification for a medical transfer must be verified by a statement from the employee's doctor.

ARTICLE XV

CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

15.1 Placement in Classification: Every bargaining unit position shall be placed in a classification.

15.1.1 For purposes of this Article and the entire contract, the term "class" and "classification" shall have the same substantive meaning.

15.2 Classification and Reclassification Requirement: Position classification and reclassification shall be subject to mutual written agreement between the District and CSEA, and any dispute shall be subject to the grievance procedure. Either party may propose a reclassification at any time during the life of this agreement for any position.

15.3 Incumbent Rights: When a position(s) or class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

ARTICLE XVI

LAYOFF AND REEMPLOYMENT

16.1 Reason for Layoff: Layoff shall occur for lack of work or lack of funds.

16.2 Notice of Layoff:

16.2.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and employees will be subject to layoff, the employees to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded programs is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

16.2.2 If, because of lack of work or lack of funds, employees will be subject to layoff, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights. Any notice of layoffs shall specify the reason for layoff and identify by name and classification and work site the employees designated for layoff. The District shall notify CSEA and shall meet with them in order to discuss and review the proposed layoff. Failure to give proper written notice under the provisions of this Section shall invalidate the layoff.

16.3 Order of Layoff: Any layoff shall be administered within a class. The order of layoff shall be based on seniority within that class and higher classes, throughout the District, in which the employee has served. An employee with the least seniority shall be laid off first. Seniority within a class and higher classes shall be based on the unit member's first date of paid service within that class, plus higher classes.

16.4 Bumping Rights: An employee laid off from his/her present class may bump a less senior employee in the next equal or lower class in which the employee has greater seniority, as defined in Section 16.3 of this Article. The employee may continue to bump into such equal or lower classes to avoid layoff.

- 16.5 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement.
- 16.6 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, the determination shall be made by lot.
- 16.7 Reemployment Rights: A person who has been laid off is eligible for reemployment in the class from which he or she was laid off for a thirty-nine (39) month period.
- 16.7.1 When there is a vacancy, the District shall comply with Article XIV even if there are employees on the 39-month or 63 month reemployment list. Employees on a reemployment list shall be offered the opportunity to apply for the vacancy in the order of their seniority within the classification in which the vacancy occurs.
- 16.7.2 Employees on the reemployment list shall also be notified of vacancies which occur in other classifications within the District even if they do not have seniority in that classification. Unless the employee has seniority within that classification, he or she shall not have reemployment rights to that position. However, if an employee on the reemployment list meets the minimum qualifications for a vacancy in a classified where he or she does not have seniority, the District must offer that person the job before the District may offer the position to a non-District employee. The person employed in a classification in which he or she had no prior seniority shall be employed in that classification as a probationary employee.
- 16.8 Reduction in Hours: Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.
- 16.9 Voluntary Demotion or Voluntary Reduction In Hours: An employee has a right to his regularly assigned time, and shall not have it involuntarily reduced. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to present/ former position with increased assigned time as vacancies become available, for a period of five (5) years and three (3) months, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

16.10 Retirement in Lieu of Layoff: Any employee who was subject to being, or was in fact, laid off and who is qualified for and who elected service retirement from the Public Employee's Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employee's Retirement System of the fact that retirement was due to layoff. If he/ she is subsequently subject to reemployment and accepts, in writing the appropriate vacant position, the District shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of the Public Employee's Retirement System has properly processed his/her request for reinstatement from retirement.

16.11 Seniority Roster: The District shall maintain an updated seniority roster, indicating employee's class seniority and hire date seniority. Such rosters shall be available to CSEA.

16.12 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent, with a "Proof of Service by Mail" form, to the last address given the District by the employee and a copy shall be sent to CSEA.

16.12.1 An employee shall send notification to the District of his/her intent to accept or refuse reemployment within ten (10) working days from the date of the reemployment notice. An employee given an offer of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list provided the employee sends notification to the District of refusal of employment within ten (10) working days from the employee's actual receipt of the reemployment notice. If the employee accepts reemployment, he/ she must be willing to report to work within ten (10) working days following notification to the District of his/her acceptance. If the employee accepts reemployment but fails to report to work within the ten (10) working days following notification, except in cases of illness or emergencies, the employee will be removed from the reemployment list.

16.13 Reemployment in Highest Class: Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Any employee who accepts a position lower than his/her highest former class, or in an equal but different class or classes, shall retain his/her original thirty-nine (39) months rights to the higher paid position, or the original 5 years and 3 months of reemployment rights of eligibility.

ARTICLE XVII

DISCIPLINARY ACTION

17.1 Exclusive Procedure: Discipline shall be imposed upon employees only pursuant to this Article.

17.2 Disciplinary Procedure - General Outline:

17.2.1 Discipline shall be imposed upon employees only for just cause. Disciplinary action is deemed to be any action which deprives any employee of any classification or any incident of classification or employment and includes dismissal, demotion, suspension, reduction in hours or class, or reassignment without the employee's voluntary consent, except for a layoff for lack of work or lack of funds.

17.2.2 No permanent classified employee shall be subject to disciplinary action until he/ she has received a Notice of Disciplinary Action, and until he/ she has had an opportunity to respond to the charges presented in the Notice at a hearing conducted by a hearing officer from the State Office of Administrative Hearings or by the Board of Trustees, as determined at the sole discretion of the Board of Trustees.

17.2.3 A Notice of Disciplinary Action shall contain a statement in ordinary and concise language of: (1) the specific charges against the employee which shall include times, dates, and locations of chargeable actions and/ or omissions, (2) the penalty proposed, and (3) a statement of the employee's rights to a hearing to dispute the charges and/ or the proposed penalty. The Notice of Disciplinary Action shall be made in writing and served in person or by registered mail upon the employee. A copy of any Notice of Disciplinary Action shall be delivered to CSEA within twenty-four (24) hours after service on the employee. If it is claimed that an employee has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice, but must be supported by specific charges. A proceeding may be brought by or on behalf of the employee to restrain any further proceedings under any Notice of Disciplinary Action that violates Education Code Section 45116 or its successor.

17.2.4 If there is a clear and present danger to the health, safety, and well being of fellow employees and students, an employee may be suspended with pay pending a hearing.

17.2.5 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee's becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the filing of the Notice of Disciplinary Action by the District unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

17.3 Disciplinary Procedure - Specific Steps: "Disciplinary cases shall be handled as follows:

17.3.1 The employee shall be informed, through a Notice of Disciplinary Action, that charges are being filed against him/her.

17.3.2 Accompanying the Notice of Disciplinary Action shall be a written statement outlining his/her rights to a hearing on such charges, and the time within which such a hearing may be requested, which shall be within ten (10) days after service of the Notice on the employee.

17.3.3 A card or paper must accompany the Notice of Disciplinary Action, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges.

17.3.4 The burden of proof shall remain with the District, and any rule or regulation to the contrary shall be void.

17.3.5 If the employee does not respond and request a hearing within the ten (10) days after receipt of the Notice of Disciplinary Action, the recommendation of the Superintendent in the Notice shall be acted upon by the Board of Trustees. The decision of the Board shall be final.

17.3.6 Upon receipt of an appeal from the employee, the District shall order a hearing before a hearing officer or the Board of Trustees and, within thirty (30) days after receipt of the appeal, shall permit the hearing where the hearing officer or the Board shall render judgment to affirm, modify, or revoke the proposed disciplinary action recommended by the Superintendent. Following notice of a request for a hearing, the District must notify the employee within ten (10) days as to the date on which the hearing will be held and whether the Board or a hearing officer will conduct the hearing. In any event, the employee must be given at least ten (10) days after notification of the hearing date to prepare for such

hearing. The employee shall have the right to appear in person on his/her behalf, with counsel or with representation, as he/ she considers necessary, and be heard in his/her defense.

17.3.7 All hearings shall be held in executive session, unless the appealing employee requests an open hearing in his/her written appeal.

17.3.8 If the appeal of the employee is sustained, the hearing officer or Board shall order immediate dismissal of all charges, and if the employee has been suspended with pay, order the immediate reinstatement of the employee.

ARTICLE XVIII

GRIEVANCE PROCEDURE

18.1 Definitions:

18.1.1 A "grievance" means a claim by one or more employees of the bargaining unit, or CSEA alleging a violation, misinterpretation, or misapplication of a provision of this agreement.

18.1.2 A "grievant" means the person, persons, or CSEA making the claim.

18.2 Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the employees. These proceedings will be kept informal and confidential at any level of the procedure.

18.3 Employee Processed Grievances: An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

18.4 Grievance Release Time: Any employee required by either party to participate as a witness, grievant, or a grievant representative in the handling and processing of a grievance shall be released from regular duties without loss of pay for up to two (2) hours per case, in addition to time requested at the hearing or meetings with District representatives.

18.5 Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which shall be available for inspection, only by the employee, the CSEA representatives, and those management supervisory and confidential employees directly involved in the grievance procedure.

18.6 Procedure: Since it is important that grievances be processed as rapidly as possible, the time table specified at each level hereinafter followed should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Grievances shall be handled in the following manner:

18.6.1 Level One: A grievant having a grievance will first discuss it with the Superintendent or his/her designee, either directly or through CSEA designated representative, with the objective of resolving the matter informally. If the grievance is not satisfactorily adjusted informally within five (5) working days the grievant may proceed to Level Two.

18.6.2 Level Two: If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/ she may file the grievance in writing to the Superintendent's office within five (5) working days after the decision or lack of a decision at Level One. Within ten (10) working days after receipt of the written grievance by the Superintendent's office, he/she or his/her designee will meet with the aggrieved person and a representative of CSEA, in an effort to resolve it. At Level Two of the grievance procedure the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, CSEA shall be relieved of any further obligation of representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure.

18.6.3 Level Three - Advisory Fact-Finding Panel: In the event that the grievance is not satisfactorily resolved at Level Two, the grievant may submit a request in writing to the District that the grievance be submitted to an Advisory Fact-Finding Panel. The request shall be made within five (5) working days of the receipt of the response at Level Two, or the failure of the District to timely respond. The Fact-Finding Panel shall operate as follows:

18.6.3.1 The panel shall be composed of three (3) members, one appointed by the grievant, one appointed by the District, and one mutually selected by the parties from the California State Mediation and Conciliation Service. The member from the State Mediation and Conciliation Service shall be the chairperson of the panel. If the parties cannot mutually agree upon a member from the State Mediation and Conciliation Service to serve as chairperson, the parties shall request a list of five (5) mediators from the Conciliation Service. The parties shall alternately strike the name of a mediator from the list until one is left. This person will serve as chairperson of the panel. The party who strikes the first name from the list shall be selected by lot. The panel shall convene a hearing as soon as possible, preferably within ten (10) working days from the date this step was initiated, to take evidence and hear testimony from the parties concerning the grievance. Either party may call witnesses, or present evidence on behalf of its case. The panel shall then issue its advisory decision within five (5) working days after the hearing. The Fact-Finding Panel Report shall be written by the chairperson. Either party may appeal the decision of the Fact-Finding Panel to the Board of Trustees, but must do so within five (5) working days from the receipt of the decision of the panel. Any costs incurred at this step will be shared jointly by the District and CSEA.

18.6.4 Level Four - Governing Board: If the decision of the Fact-Finding Panel at Level Three is appealed, the Board of Trustees shall conduct a hearing at a session of the Board to hear arguments on the case from the parties to the grievance. The Board of Trustees shall act as “an impartial trier of fact” at the hearing, and shall render a written decision no later than thirty (30) days following completion of the hearing. The decision of the Board of Trustees shall be the final step of the grievance procedure.

ARTICLE XIX

SAFETY

- 19.1 District Compliance: The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 19.2 Employee Report: Every employee shall report unsafe working conditions to his/her immediate supervisor. Further, the District agrees to review existing practices and to develop guidelines to provide safe, secure and adequate storage for custodial and maintenance supplies and materials.
- 19.3 CAL-OSHA: If the Superintendent and employee cannot mutually agree upon the existence of an unsafe condition, determination shall be made by CAL-OSHA or other appropriate agency.
- 19.4 No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 19.1
- 19.5 Labor Code 6311: No employee shall be laid off or discharged for refusing to perform work in the performance of which this code, including Section 6400, any occupational safety or health standard or any safety order of the division or standards board will be violated, where the violation would create a real and apparent hazard to the employee or his or her fellow employees. Any employee who is laid off or discharged in violation of this section or is otherwise not paid because he or she refused to perform work in the performance of which this code, any occupational safety or health standard or any safety order of the division or standards board will be violated and where the violation would create a real and apparent hazard to the employee or his or her fellow employees shall have a right of action for wages for the time the employee is without work as a result of the layoff or discharge.

ARTICLE XX

SEVERABILITY

- 20.1 Savings Clause: 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.
- 20.2 Replacement For Severed Provision: In the event of suspension or invalidation of any Article or Section of this agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI

NEGOTIATIONS

- 21.1 Release Time For Negotiations: CSEA shall have the right to designate three (3) employees who shall be given reasonable release time to participate in negotiations. Those participating will not be paid for any time spent in negotiations after their regular work hours.
- 21.2 Ratification of Agreement: Any tentative agreement between the parties reached through the negotiations process shall not be effective unless reduced to writing and officially ratified and signed by both parties.
- 21.3 Commencement of Negotiations: No later than May 1, either party to this agreement may make a proposal for re-openers as follows:
- 21.3.1 For the 2019-2020 school year, the parties agree to re-open up to two (2) Articles each, excluding Salary and Health and Welfare benefits.
 - 21.3.2 For the 2020-2021 school year, the parties agree to re-open up to two (2) Articles each, excluding Salary and Health and Welfare benefits.
 - 21.3.3 For the 2021-2022 school year, the parties agree to meet and negotiate a successor agreement.
 - 21.3.4 The District and CSEA shall meet and negotiate in good faith on said successor agreement. Negotiations shall take place at mutually agreeable times and places.
- 21.4 Completion of Meet and Negotiate: During the term of this Agreement, the parties waive and relinquish the right to meet and negotiate except as provided below and elsewhere in this Agreement, and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement, nor on those subjects or matters which were proposed by either party and later withdrawn. Negotiations may be reopened at any time on any section of this contract on petition of either party and with the concurrence of the second party.

ARTICLE XXII

FEDERAL 125 PLAN

- 22.1 Federal 125 Plan: The District agrees to establish a Federal "125" tax benefit opportunity which would include the availability of utilizing any savings attributed to health and benefits choices based on the District contribution of \$9,200.00 at the member's discretion within the parameters of the law.

ARTICLE XXIII

DURATION

Length Of Agreement: The District and CSEA's negotiating teams agreed to a successor agreement which shall run from July 1, 2018, through and including June 30, 2021. The parties agreed that this successor agreement shall continue from year to year thereafter unless alteration or amendment is agreed to in writing in accordance with Article XXI.

This will conclude all negotiations for the 2018-2021 school years unless the parties mutually agree to meet and negotiate.

For the District:

For CSEA:

Michael S. Merrill, Superintendent

Kevin Townsend, President Chapter #783

Board Ratification Date:

CSEA Ratification Date: