

Agreement Between
The Board of Trustees of the
Encinitas Union School District

and the

California School Employees Association
COE Chapter #493



July 1, 2016 to June 30, 2019

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ARTICLE 1

DEFINITION OF TERMS

1.1 Definitions

- 1.1.1 "The Act" means Chapter 10.7, Section 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.
- 1.1.2 "Board" as used herein is the Board of Trustees of the Encinitas Union School District.
- 1.1.3 "Calendar Year" refers to the yearly period of January 1 to December 31.
- 1.1.4 "Classified Employee" means a member of the unit.
- 1.1.5 "CSEA" means the California School Employees Association (CSEA) and its COE Chapter #493.
- 1.1.6 "Days" are calendar days.
- 1.1.7 "District" means the Encinitas Union School District.
- 1.1.8 "Duty Days" are days on which members of the unit are required to report to work.
- 1.1.9 "Exclusive Representative" refers to the California School Employees Association (CSEA) and its COE Chapter #493.
- 1.1.10 "Industrial Accident" means an injury or illness incurred on the job.
- 1.1.11 "Member of Unit" (unit member) refers to any regular full-time or part-time classified employee of the District excluding noon duty supervisors, substitutes, and those employees designated as management, confidential, or supervisory.
- 1.1.12 "Negotiable Items" are expressly limited in scope to mean the terms and conditions of employment listed below and only those terms and conditions:
- Wages
 - Hours of Employment
 - Health and Welfare (including medical and life insurance, dental insurance, etc.) as defined by Government Code Section 53200.
 - Leave and Transfer policies
 - Class Size
 - Evaluation Procedures
 - Organizational Security pursuant to Government Code Section 3546.

- Procedures for processing grievances pursuant to Government Code Section 3548.5 through 3548.8.
- 1.1.13 "A Regular, Full-Time Employee" is defined as one (1) who is assigned to work eight (8) hours a day for all of the duty days provided for in this Agreement.
- 1.1.14 "A Regular, Part-Time Employee" is defined as one (1) who is assigned to work less than the regular full-time employee as defined in this Agreement.
- 1.1.15 "School Year" refers to the yearly period of July 1 to June 30.
- 1.1.16 "Seniority" shall be based on date of hire as a probationary employee_or permanent employee in the employee's present classification plus higher classifications.
- 1.1.17 "Substitute Employee" means any person employed to replace a classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Board may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one (1) or more substitute employees.
- 1.1.18 "Vacancies" – A vacancy is a permanent opening resulting from a resignation, termination, transfer, newly created position, or an unpaid leave of more than 12 months.

ARTICLE 2

RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

- 2.1.1 The Encinitas Union School District Board hereby recognizes CSEA and its Classified of Encinitas COE Chapter 493 as the exclusive negotiating representative of the members of the unit_for negotiations as set forth in Section 1.1.11.
- 2.1.2 No other group or organization or representative thereof shall be permitted to engage on behalf of any employee included in the unit in any meeting and/or negotiation with the District over wages, hours, health and welfare benefits as defined in Government Code Section 3456, and procedures for processing grievances pursuant to Government Code Sections 3548.5, 3548.6, 3548.7 and 3548.8.
- 2.1.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The Exclusive Representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator. The Exclusive Representative agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interests of anyone other than members of the Exclusive Representative.

ARTICLE 3

ORGANIZATIONAL SECURITY AND DUES DEDUCTION

- 3.1 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay CSEA a service fee in an amount not to exceed the periodic dues of CSEA for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.
- 3.2. No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 3.3 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 CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by paragraph A-1 to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- a. United Way
 - b. Encinitas Educational Foundation
 - c. Boys and Girls Club
- 3.4 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of financial support 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
- 3.4.1 The district shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the employee.
- 3.5 Dues and Service Fee Deduction
- 3.5.1 The district shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the district shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to paragraph A-3, above.

- 3.5.2 Along with each monthly payment to CSEA, the district shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 3.5.3 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 3.5.4 The district shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 3.5.5 Upon being notified by the CSEA chapter treasurer that a member of the bargaining unit has failed to pay required service fees to CSEA, either by authorizing payroll deductions or by direct payment, the district shall deduct and pay to CSEA that employee's service fees until such time as CSEA notifies the district that other arrangements have been made for the payment of such fees. A payroll deduction authorization from shall not be required for such deductions.

3.6 Service fee payers are not required to support CSEA activities that are not related to collective bargaining. CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision-maker, and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

3.7 Hold Harmless Provision

3.7.1 CSEA agrees to reimburse the district, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this agreement or the implementation thereof.

3.7.1.1 CSEA agrees to reimburse the district, its officers and agents for any award, settlement, or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the district, or other party claiming reimbursement, has complied with the terms of this article and has promptly notified CSEA of its awareness of such an action.

3.7.1.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

3.8 Deductions – Other Purposes

3.8.1 Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for District approved annuities, credit union, and/or charitable donations.

ARTICLE 4

WAGES

4.1 Salaries

4.1.1 Salary Schedules

The schedule of classified classifications and salary schedules for unit members shall be attached hereto marked as Appendix "A."

Parties agree that the current salary schedule will be adjusted by **4%**, retroactive to July 1, **2016**. The adjusted salary schedule will remain in effect through June 30, 2019, unless it is adjusted through negotiations.

4.2 Overtime

4.2.1 Overtime is defined as any work authorized beyond the regular eight (8) hour day or forty (40) hour week specified in Section 5.1 of this Agreement.

4.2.2 Overtime shall be authorized by the supervisor prior to the commencement of overtime work.

4.2.3 Unit members working in an assignment requiring overtime shall be provided the opportunity to work, and all similarly classified employees at each school or other location will be afforded an equal opportunity, on a rotating basis, to work overtime until all similarly classified personnel at that location have had an opportunity to work a comparable amount of overtime.

4.2.4 If overtime is required in an area that requires a particular expertise or special knowledge (i.e., particular equipment operation or maintenance, or specific familiarity with a project, etc.) a classified employee may be requested to work out of the normal rotation sequence provided for in Section 4.2.3.

4.2.5 Paid compensation for overtime shall be one and one-half (1 1/2) times the regular hourly rate for the position for each one hour of overtime worked. Overtime compensation time requested in lieu of paid overtime shall be granted at the discretion of the supervising administrator. Compensation time, when granted, shall be at one and one half (1 1/2) hours for each one hour of overtime work. Compensation time shall be taken within sixty (60) days of the day on which it was earned or prior to the end of the school year (June 30), whichever period is less.

- 4.2.6 Any unit member having an average work day of four (4) hours or more during the workweek shall be compensated for any work to be performed on the sixth (6th) or seventh (7th) consecutive day following the commencement of the workweek at the rate equal to one and one-half (1 1/2) times the regular rate of pay for each one hour worked by the unit member designated and authorized to perform the work.
- 4.2.7 A unit member having an average work day of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh (7th) consecutive day following the commencement of his workweek, be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay for each one hour worked by the unit member designated and authorized to perform the work.
- 4.2.8 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1 1/2) times the regular rate of pay for each one hour worked, plus the regular pay for the holiday. In order to be eligible for the premium pay under this Section a unit member must be eligible to receive pay on the holiday.

4.3 Inconsistent Duty Compensation

Unit members who are required and directed by their immediate supervisors to perform higher level duties inconsistent with their normal assigned duties for a period of more than five (5) working days within a fifteen (15) calendar day period shall have their salary adjusted upward for the entire period they are required to work out of classification and in such amounts as will reasonably reflect the duties of that job classification required to be performed outside of their normal assigned duties.

4.4 Callback and Call-In Time

Any unit member called back to work after completion of his regular work day or called in to work on a day not regularly scheduled shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

4.5 Assignment to a Higher Classification

A unit member who is permanently assigned to a higher classification shall be placed at the salary rate indicated on the salary scheduled for the new classification that is the next highest dollar amount to the unit member's current salary. The increase in salary from promotion shall be at least five percent (5%).

4.6 Mileage

- 4.6.1 Any unit member required to use his personal automobile in the performance of assigned duties shall be entitled to mileage reimbursement at the approved IRS rate per mile.

4.6.2 Mileage allowance shall be paid for travel between the employee's work stations. Mileage allowance shall not be paid for travel to and from the employee's residence.

4.6.3 The Chief Financial Officer shall be responsible for the administration of the mileage reimbursement program.

4.7 Placement and Advancement on Salary Schedule

4.7.1 All new employees shall be placed on the appropriate salary range for the classification for which they are hired. Annual step increases shall be given on the anniversary of the hire date.

4.7.2 New employees who have work experience in public education in the same or comparable classification and/or job related field will be placed on the salary schedule based on the following schedule:

0-2 years prior experience	Step 1
2-4 years prior experience	Step 2
4 or more years prior experience	Step 3

4.8 Longevity

A two percent (2%) longevity increment is awarded at the beginning of the tenth (10th) year of service, a three percent (3%) longevity increment is awarded at the beginning of the fifteenth (15th) year of service, and an additional three percent (3%) longevity increment is awarded at the beginning of the twentieth (20th) year of service. (The total of these amounts is eight percent [8%.])

4.9 Bilingual Translators

4.9.1 Qualifications of bilingual unit members

4.9.1.1 In order to qualify as a bilingual translator and to receive compensation for bilingual services, applicants must meet one of the following minimum criteria:

4.9.1.1.1 Associate (A.A.) or higher degree with a major, minor, or specialization in bilingual cross-cultural language acquisition, or

4.9.1.1.2 language development, linguistics, linguistic proficiency in Spanish, or

4.9.1.1.3 completed at least 60 college semester units from an accredited college or university in the aforementioned areas preferred, or

- 4.9.1.1.4 completed a formal post high school certificate program specializing in the aforementioned areas preferred, or
 - 4.9.1.1.5 successfully passed a District examination that demonstrates linguistic proficiency in the aforementioned areas.
 - 4.9.1.2 Qualifying unit members must also demonstrate knowledge and appropriate language skills by way of a personal interview with District designee(s).
- 4.9.2 Unit members who qualify for translations shall have the opportunity to sign-up on separate lists to provide the following translation services: scheduled I.E.P. meetings, SST's, 504 conferences, scheduled parent conferences, and District/site written communications. The site administration shall first offer bilingual assignments to qualified unit members employed at that site. In the event no qualified unit member volunteers for the assignment, or if no qualified unit member is available at that site, the site administrator shall contact the District designee to select a qualified unit member from an appropriate master list established by the District. Except in cases involving extenuating circumstances, such selection shall be determined in seniority order on a continuing rotational basis.
- 4.9.3 Unit members who currently perform bilingual services within their job description shall not be eligible for an additional stipend if bilingual services are provided during their regular workday.
- 4.9.4 In order to receive the bilingual stipend, Instructional Assistants – Specialized Care who are designated as bilingual must be required or assigned to provide bilingual services to at least one student for whom an IEP has stipulated that bilingual support be provided.
- 4.9.5 The District reserves the right to designate School Service Secretaries, Office Managers and Instructional Assistants – Specialized Care as bilingual as the need arises during the employee's regular workday.
- 4.9.6 The District reserves the right to designate which qualified bilingual unit members or other qualified providers shall be designated for specific services outside the regular work day.
- 4.9.7 In order to be eligible to receive the bilingual stipend, the unit member shall qualify to provide bilingual services in accordance with Article 4.9 of the Agreement between COE and EUSD.

- 4.9.8 School Service Secretaries, Office Managers, and Instructional Assistants – Specialized Care who are designated as bilingual shall receive an annual stipend equal to one Range (2.5%) above the employee’s current rate of pay.
- 4.9.9 Regardless of the duration of the required bilingual support services, the unit member shall receive the bilingual stipend for the entire school year during which the unit member is required or assigned to provide bilingual services.
- 4.9.10 The eligibility to receive the bilingual stipend shall be on an annual basis and shall not carry over from one school year to the next.
- 4.9.11 The need for bilingual services and the employee designation will be determined by the District on an annual basis.
- 4.9.12 Compensation for translation services outside the employee’s regular workday shall be in accordance with the following schedule:
 - 4.9.4.1 Verbal, i.e., parent communications \$30.00/hour
 - 4.9.4.2 IEP’s, SST’s, 504 conferences \$32.00/hour
 - 4.9.4.3 District/site written communications \$34.00/hour

ARTICLE 5

HOURS OF EMPLOYMENT

5.1 Workweek

5.1.1 The workweek for each full-time unit member shall consist of five (5) consecutive work days and forty (40) hours per week. This provision shall not restrict the extension of the regular workweek on an overtime basis when such is necessary to carry on the business of the District. In the event a unit member is assigned to work on either Saturday or Sunday or both, as part of a regularly assigned five (5) consecutive day workweek, the District shall provide such unit member with thirty (30) days advance notice prior to the implementation of such workweek.

5.1.2 An Instructional Assistant-Specialized Care (IA-SC) may elect a flex work schedule of a 3-day, 4-day, or 5-day work week by mutual consent of the unit member and the supervisor. IA-SC employees who work more than 20-hours per week may work a 4- days flex week or a 5-days flex week and may flex hours on days worked with mutual consent. The flex work schedule cannot exceed one school year, but can be reviewed and mutually agreed upon each year. Any changes in hours/days will not be implemented without at least a one-week written notice to the unit member. IA-SC unit members who work a flex schedule shall be compensated for holiday pay, under section 5.9.6

5.2 Workday

5.2.1 The length of the workday for each full-time unit member shall be eight (8) hours per day.

5.2.2 The length of the workday for each classified position shall be determined by the Superintendent.

5.2.3 The daily work schedule for unit members, including the scheduling of rest periods and lunch periods, will be determined by the principal or immediate supervisor.

5.3 Work Year

5.3.1 The length of the work year for each position in the classified service shall be determined by the Board. Unit members who work 180-192 days per year will be classified as ten (10) month employees; unit members who work 198-215 days per year will be classified as eleven (11) month employees; unit members who work 216-260 days per year will be classified as twelve (12) month employees.

5.3.2 In years where the school calendar (July 1-June 30) results in 261 work days for twelve month employees, these unit members will be given an additional unpaid day off on the Wednesday before Thanksgiving Break. In the years with 262 work days, twelve (12) month employees will be given another unpaid holiday with the date to be determined by the district and the CSEA

5.4 Classified employees who are members of the unit shall be compensated on either a monthly or hourly basis in accordance with the existing salary schedule for classified employees. The Board, subject to the requirements of the state and federal law, shall determine whether a particular position is compensated on a monthly or hourly basis.

5.5 Lunch Periods

All members of the unit shall be entitled to an uninterrupted non-paid lunch period after the employee has been on duty for four (4) hours. Unit members shall normally receive a minimum lunch period of forty (40) minutes, except for Instructional Assistants - Specialized Care (IA-SC) as provided in section 5.5.1.

5.5.1 By mutual consent of the IA-SC and supervisor, the IA-SC may elect a 25 minute uninterrupted paid combined break/lunch in-lieu of their two (2) paid breaks and forty (40) minute unpaid lunch. This section applies to IA-SC unit members who work five (5) hours or more a day.

5.6 Rest Period

All unit members shall be granted rest periods, which, insofar as practicable, shall be in the middle of such work period at the rate of fifteen (15) minutes per four (4) hours worked. Unit members who have an assignment of three (3) hours per day shall be granted a rest period of ten (10) minutes, except for IA-SC who have opted for section 5.5.1.

5.7 Adjustment of Assigned Time

Any unit member who is assigned to work an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive work days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

5.8 Vacations

5.8.1 A member of the unit shall be granted one and one-twelfth (1 -1/12) days vacation per month of the year worked. For vacation accrual calculations, unit members who work 180-192 days per year will be classified as ten (10) month employees, unit members who work 198-

215 days per year will be classified as eleven (11) month employees, and unit members who work more than 216-260 days per year will be classified as a twelve (12) month employee.

- 5.8.2 A member of the unit shall be granted two (2) additional days of vacation at the completion of each five (5) years of employment within the District.
- 5.8.3 Earned vacation shall not become a vested right for a unit member until completion of the unit member's initial six (6) months of employment with the District.
- 5.8.4 Accumulated earned vacation shall not exceed a unit member's yearly entitlement or twenty (20) days, whichever is less. Unit members who have accumulated maximum days may have their vacation scheduled by the administration in order to avoid excessive accumulation.
- 5.8.5 Unit members with a work year of less than twelve (12) months will be required to take vacation during winter and spring vacation periods and intersessions during the current year of employment.
- 5.8.6 All unit members must schedule the dates of their vacation with their immediate supervisor and receive approval from the supervisor prior to the start of their vacation. The needs of the District shall take precedence in determining the scheduling of vacation dates; however, supervisors shall attempt to schedule vacations at times requested by twelve (12) month employees. In the event more than one (1) twelve (12) month employee requests vacation at the same time and management has determined to not grant vacation to all such employees at the same time, the determination of who shall be granted vacation shall be based upon seniority. The final authority for scheduling vacations is vested with the supervisor.
 - 5.8.6.1 Twelve (12) month unit members may use vacation leave during the winter break when the District Office is closed except where the unit member's vacation entitlement exceeds the maximum accumulated allotment under section 5.8.4 above, in which case vacation leave must be used.
- 5.8.7 When a paid holiday occurs during the scheduled vacation of any unit member and such unit member is entitled to pay for said holiday, the unit member shall be granted an additional vacation day.

5.8.8 Employees that work less than 216- 260 days per year are entitled to request vacation payout using the Vacation Pay Request form. Vacation payout months are January and July. Request for payout in January are due to Human Resources no later than December 10th and the July payout is due by June 10th.

5.9 Holidays

5.9.1 Members of the unit will be granted the following holidays with pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Admission's Day (or day during winter break in lieu thereof)
Veteran's Day
Thanksgiving Day and Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

5.9.2 Members of the unit shall be granted a holiday on every day appointed by the President, or the Governor of this State, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, thanksgiving or holiday, or on any day declared a holiday under Education Code Section 1318 or 37222 for classified employees.

5.9.3 When a holiday listed in Section 5.9.1 falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in Section 5.9.1 falls on a Saturday, the preceding workday not a holiday shall be deemed the holiday in lieu of the day observed.

5.9.4 Regular classified employees of the District who are not normally assigned to duty during the school holiday(s) of December 25 and January 2, shall be paid for those two holidays providing that they are in paid status during any portion of the working day of their normal assignment immediately proceeding or succeeding the holiday period.

5.9.5 Instructional Assistant - Specialized Care (IA-SC) who elects the flex

work schedule under section 5.1.2, shall be compensated in the following manner:

5.9.6.1 When a holiday is observed on the employee's scheduled workday, the employee will receive holiday pay for all hours scheduled to work.

5.9.6.2 When a holiday falls on or is observed on the employee's non-scheduled workday, the employee would receive 1/5 of their weekly pay for the holiday.

ARTICLE 6

HEALTH AND WELFARE BENEFITS

- 6.1 The District shall offer medical (including dependent coverage), dental and life insurance benefits to each regular full-time employee and each regular part-time employee who works twenty (20) or more hours per week, except for Instructional Assistants - Specialized Care (IASC) as provided in 6.1.1.
- 6.1.1 The District shall provide medical benefits to 50% of the Instructional Assistants - Specialized Care employee positions working 20 hours or more per week.
- 6.1.1.1 Benefits will only be provided to IA-SC employees in a position of 20 hours or more a week.
- 6.1.1.2 The number of 20 hours or more a week non-benefited IA-SC positions will not exceed the number of benefited IA-SC positions.
- 6.1.1.3 As openings come available or are created in benefited IA-SC positions, IA-SC employees from the 20 hours or more non-benefited group of employees will be considered for such openings. Selection of the non-benefited employee to fill a benefited IA-SC opening will be based on seniority.
- 6.1.1.4 IA-SC employees who work less than 20 hours per week may only serve in the same unfilled position for a total of 60 days during a school year without Board authorization. After 60 non-sequential days the unfilled position is either eliminated or the position is made permanent.
- 6.2 The District's total annual contributions to health and welfare benefits will be \$11,160 annually effective July 1, 2016, unless adjusted through negotiations which can be opened by either party, COE or the District, June 30, 2019.
- 6.3 The plan(s) and carrier(s) shall be determined by the Board.
- 6.4 If the cost of health and welfare benefits for eligible members of the unit exceeds those yearly amounts specified hereinabove, such increase in cost shall be deducted from each unit member's payroll warrant.
- 6.5 The district will provide \$50,000 of life insurance to eligible employees for the duration of the current contract.

6.6 Benefit Participation for Less Than Twenty (20) Hour Per Week Employees

- 6.6.1 Unit members with a regular assignment of less than twenty (20) hours per week may enroll at their own expense in the District's Health and Welfare Benefit Program.
- 6.6.2 Premiums shall be paid through mandatory payroll deductions pursuant to procedures established by the District's Payroll and Benefits Office.
- 6.6.3 Bargaining unit employees will not be denied/prohibited from enrolling at their own expense, as a separate group, in the District's Health and Welfare Benefit Program.
- 6.6.4 The plans and carriers for each school year shall be the responsibility of the District Insurance Committee. This Committee shall have equal representation of District employee organizations and management. Each organization and management shall have one vote.

6.7 Early Retirement Incentive

- 6.7.1 Subject to the conditions stated hereinafter, the District will pay the medical insurance benefits only provided for hereinabove for any unit members, excluding spouse/dependents, who retires from District service after fourteen (14) full-time years of service to the District.
- 6.7.2 The benefits provided for by Section 6.6.1 shall be in effect for a maximum of five (5) years.
- 6.7.3 No unit member retiree shall be eligible for the above benefits until he/she has reached the age of fifty (50) years.
- 6.7.4 The benefits provided for in Section 6.6.1 shall cease when the unit member reaches the age of sixty-five (65) years.
- 6.7.5 When benefits provided for in Section 6.6.1 expire, such unit member retirees may, with the carrier's consent and at his/her own cost, participate in the District's medical insurance program in effect.

ARTICLE 7

LEAVES

7.1 Sick Leave

- 7.1.1 The Board shall provide for a compensated leave of absence from duty to any classified employee who is compelled to be absent from duty because of accident, illness or quarantine.
- 7.1.2 Unit members employed five (5) days per week for the full school year are entitled to twelve (12) days sick leave each school year commencing on the first day of employment. Classified employees employed for the full school year for less than five (5) days per week are entitled to twelve (12) days divided by five (5) days and multiplied by the number of days work per week each school year.
- 7.1.3 Unit members who work five (5) days per week for the full school year but for less than a maximum day are entitled to twelve (12) days sick leave each school year of the same length regularly worked. Should a classified employee be transferred from a day of less than maximum time to one (1) of greater (or of maximum) time, said employee's accumulated sick leave days shall be adjusted in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 7.1.4 Instructional Assistant – Specialized Care (IA-SC) who elects the flex work schedule, under section 5.1.2, shall accrue sick leave by total hours worked per week based on a five (5) day workweek. All leave, including sick leave, shall be deducted on a per hour basis based on the unit member's flex work schedule for that particular day.
- 7.1.5 Unit members hired for less than a full school year (i.e., ten [10] eleven [11] months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. For sick leave accrual calculations, unit members who work 180-192 days per year will be classified as ten (10) month employees; unit members who work 198-215 days per year will be classified as eleven (11) month employees, and unit members who work more than 216- 260 days per year will be classified as a twelve (12) month employee.
- 7.1.6 Unit members hired for less than a full school year (i.e., ten [10] months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled under this Section until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.

- 7.1.7 Any unit member who is absent from duty on account of illness or accident for more than his sick leave entitlement and for up to one hundred (100) days total shall receive the difference between his regular salary and that actually paid or that which would have been paid to a substitute or fifty percent (50%) of the employee's regular daily salary, whichever is greater. Any classified employee who is absent from duty on account of illness or for a cause other than illness for more than one hundred (100) days shall receive no pay for such period.
- 7.1.8 Unit members requesting sick leave benefits may be required, after three (3) or more days of absence to submit a physician's statement or that of a person authorized by a well-recognized religious sect, denomination or organization to treat people stating the reason for absence and date of illness. In lieu of the physician's statement the District may, but need not, permit the employee to submit a sworn statement certifying the nature and length of the illness. The District need not assume that an employee's statement establishes disability conclusively, but may require a review and examination by a physician selected by the District or a practitioner of the employee's faith selected by the District. Such examination and review is at the District's expense.
- 7.1.9 A sick leave absence shall commence when the employee or agent of the employee calls in to report the absence. A sick leave day once commenced may not be reinstated as a working day without prior approval of the immediate supervisor.
- 7.1.10 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which any employee of the District has engaged in a concerted work stoppage, slow-down or sick-out. A record shall be maintained of the unused sick leave days accumulated by each employee and said unused days shall be reported to the employee each school year. Verified fraudulent use of sick leave shall be considered a serious infraction of Board policy and this Agreement. Verified fraudulent use of sick leave shall be considered grounds for discipline including possible dismissal from employment.

7.2 Leaves of Absence for Industrial Accident and Illness

- 7.2.1 Industrial accident or illness leave of absence of up to sixty (60) duty days shall be granted to a member of the unit after service of twelve (12) months in the District.
- 7.2.2 Allowable leave shall not be accumulated from year to year.
- 7.2.3 Industrial accident or illness leave will commence on the first day of absence.

- 7.2.4 Payment of wages lost on any day shall not, when added to an award granted to the unit member under worker's compensation laws for the State, exceed the normal wage for the day.
- 7.2.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to worker's compensation proceedings.
- 7.2.6 When an industrial accident or illness occurs at a time when the full sixty (60) duty days will overlap into the next school year, the unit member shall be entitled to only that amount of leave remaining at the end of the school year in which the injury occurred.
- 7.2.7 During all paid leaves of absence, members of the unit may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

7.3 Bereavement Leave

- 7.3.1 Every member of the unit is entitled to a leave of absence, not to exceed three (3) duty days, or five (5) duty days if the unit member is required to travel to a destination more than three hundred and fifty (350) miles from the employee's residence (one-way) on account of the death of any member of the immediate family. No deduction shall be made from the salary of such employee nor shall leave be deducted from leave granted by other sections of this Agreement.
- 7.3.2 Members of the immediate family, as used in this section means the mother, father, sister, brother, grandmother, grandfather, child, grandchild and foster parent of the employee or of the spouse of the employee; and the spouse, daughter-in-law, son-in-law, of the employee, or any relative living in the immediate household of the employee.
- 7.3.3 In cases involving the death of an individual who has participated in a longstanding personal relationship with the employee, and resides in the same household as the employee, the employee may utilize available days of personal necessity leave for purposes of bereavement.

7.4 Personal Necessity Leave

- 7.4.1 The Board shall provide for a classified employee's absence for personal necessity while charging such absence to accumulated sick leave benefits.
- 7.4.2 The Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 7.4.3 The total number of days used for personal necessity leave in any school year may not exceed eight (8) days.
- 7.4.4 When possible, requests for personal necessity leave shall be made at least three (3) days in advance to the Principal or supervisor and forwarded to the Superintendent, who reserves the right to verify such request by any appropriate means.
- 7.4.5 Advance permission is not required in the following situations:
 - 7.4.5.1 Death or serious illness of a member of the classified employee's immediate family (as defined under Section 7.3.2 herein).
- 7.4.6 "Personal Necessity" shall be strictly limited to its common and ordinary meaning, to wit: circumstances which are truly unavoidable, beyond the control of the classified employee and in the nature of compulsion. Leave for personal convenience, civic or non-emergency reasons or circumstances created by the choice of the classified employee does not constitute Personal Necessity Leave.
- 7.4.7 In no case shall Personal Necessity Leave be used for:
 - 7.4.7.1 Extension of a school holiday or vacation;
 - 7.4.7.2 Extension of an approved vacation;
 - 7.4.7.3 Personal vacation when not provided under the terms of employment;
 - 7.4.7.4 Social event (wedding of self or family member, reunion, etc.);

7.5 Maternity Leave

- 7.5.1 The Board shall provide leaves of absence for any classified employee of the District whose absence is required by pregnancy, miscarriage, childbirth or recovery therefrom. Such absence may be requested and granted only in accordance with the provision of this Agreement applicable to sick leave and uncompensated leaves.

7.5.2 Notice

A classified employee whose pregnancy has been verified shall report her condition to her supervisor as soon thereafter as known and indicate her plans if she intends to request a leave of absence other than that of temporary disability (sick leave) due to pregnancy, miscarriage, childbirth or recovery therefrom.

7.5.3 Certification of Fitness

A pregnant classified employee shall present to her supervisor a written statement by her physician or the practitioner of a well-recognized church or denomination or her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy and before she resumes her duties following the termination of pregnancy. When, notwithstanding such certification of fitness, the performance of a pregnant classified employee has substantially declined from the performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of pregnancy, when the employee has been absent more than three (3) consecutive days, the employee may then be required to submit a physician's statement or statement of a practitioner of a well-recognized church or denomination that she is physically fit to perform the duties assigned to her. The District need not assume that an employee's statement of her physician's or practitioner's statement established physical capacity conclusively, but may require a review and examination by a physician selected by the District or a practitioner of the employee's church or denomination selected by the District. The cost of such reexamination, minus medical insurance reimbursement, shall be borne by the District. Refusal to submit certification of fitness as required by this provision shall be considered by the Board as grounds for dismissal.

7.5.4 Temporary Disability Leave (Sick Leave)

A pregnant classified employee shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth or recovery therefrom on the same basis as leave is granted for any illness or injury. The classified employee and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible, the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor, in order that substitute services may be arranged. Similarly, the classified employee and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy. In either case the Board may verify the claim of the employee that she is disabled from the performance of

her duties or capable of returning to her duties in accordance with the procedure contained in Section 7.5.3 herein.

7.6 Uncompensated Leaves

7.6.1 The Board will consider on an individual basis, a request by a classified employee for an uncompensated leave of absence.

7.6.2 Purpose

Uncompensated leave may be granted for the following purposes:

- 7.6.2.1 Study
- 7.6.2.2 Travel
- 7.6.2.3 Work
- 7.6.2.4 Health
- 7.6.2.5 Child-Rearing
- 7.6.2.6 Extreme illness of a family member
- 7.6.2.7 Personal hardship

7.6.3 Eligibility

Uncompensated leave may be granted to permanent classified employees only. An employee shall have completed at least one (1) year of service with the District to be considered for uncompensated leave.

7.6.4 Application

Whenever possible, requests for uncompensated leave shall be made to the Superintendent at least four (4) weeks in advance of the desired date.

7.6.5 Period of Leave

An uncompensated leave may be granted for a period up to one (1) year. A unit member may reapply at the end of the first year.

7.6.6 Commitment of Classified Employees

The classified employee granted an uncompensated leave shall inform the Board at least ninety (90) days prior to the scheduled return date as to his/her intentions. If said notification is not received, proper action shall be taken to terminate employment.

7.6.7 Commitment of Employer

At the expiration of the uncompensated leave, the classified employee shall be offered a position within the class to which he/she was previously assigned. While on uncompensated leave, an employee shall be entitled to insurance benefits provided to employees of the like status, if he/she pays the premiums therefore and he/she is eligible under the terms of the insurance carrier.

7.6.8 The Board is not required by this Section to grant a request for uncompensated leave. Should the board grant an uncompensated leave to a particular classified employee, such action shall not obligate the Board to grant a subsequent request for uncompensated leave submitted by any other classified employee.

7.7 Jury Duty and Judicial Appearances

Members of the unit shall be entitled to leave without loss of pay to appear in court as a witness, pursuant to a lawful order of the court, other than as a litigant, or to respond to an official order from an authorized governmental agency, or to serve as a juror. Any jury fees or witness fees received by the unit member shall be remitted to the District (excludes mileage and parking fees).

7.8 Military Leave

A unit member shall be entitled to any military leave required by law and shall retain all rights and privileges granted by or arising out of the exercise of military leave.

7.9 Personal Leave

A unit member shall be entitled to two (2) days of paid leave per school year to be used for any purpose which the unit member deems sufficiently important to absent himself/herself from his/her duties. The unit member shall notify his/her principal or immediate supervisor at least forty-eight (48) hours in advance of taking such leave. No more than twenty percent (20%) of the total number of members of the unit at any work site shall be permitted to take personal leave on any particular duty day. Personal leave days shall not be granted to any unit member who either individually or collectively participates in any concerted activity against the District arising from an employer relationship dispute.

7.10 Paternity Leave

A unit member may utilize available personal necessity leave for purposes of attending the childbirth of the unit member's child or assisting the mother of his child in the recovery period immediately following childbirth.

7.11 Donation of Sick Leave for Catastrophic Illness

7.11.1 Sick Leave Bank

The District shall establish a catastrophic illness sick leave bank to which eligible unit members may donate earned and unused sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation, and shall not be donated to a specific employee for his or her exclusive use.

7.11.2 "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate an employee for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid leave.

7.11.3 The District and CSEA shall establish a "Catastrophic Illness Committee" to oversee the administration of the catastrophic illness leave bank. This committee will consist of one CSEA unit member, one District management team member and one member of the Board of Trustees. Each member of the committee has one vote and all decisions must be unanimous. Members of this committee will be identified by July 1 of each year and will serve for a minimum term of one year.

7.11.4 Qualifications to Make Donations:

A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.

- (a) The unit member must be a permanent classified employee of the District.
- (b) The unit member must have an accumulated sick leave balance of at least (10) days at the conclusion of the school year immediately preceding, unless the member has utilized the Catastrophic Illness Bank during the school year.

7.11.5 Amount of Donation:

Subject to section 7.11.3 (b) above an eligible unit member must initially donate a minimum of one (1) day of sick leave to the bank. A unit member may not donate more than forty (40) hours of accumulated sick leave in any one school year.

7.11.6 Maximum number of hours in sick leave bank.

The maximum number of hours which may be accumulated in the sick leave bank is 2080 hours. However, no classified employee with one or more years of service with the District shall be denied the right to join. Once you have donated time you will be allowed to request catastrophic leave during your employment. New employees can add to catastrophic leave after one year of employment.

7.11.7 Qualifications of Recipient:

- (a) Any permanent unit member suffering from a catastrophic illness or subject to Family Care Leave section 7.12 is eligible to apply for use of sick leave days in the catastrophic illness leave bank, provided that the unit member has donated to the sick leave bank, in accordance with the requirements of Section 7.11.4
- (b) To be eligible for use of sick leave bank days due to personal injury or illness, the unit member must have exhausted all accrued full paid leave credits, including sick leave, vacation and other forms of paid leave.
- (c) To be eligible for use of sick leave bank days for Family Care Leave, in accordance with section 7.12, the unit member must have exhausted all vacation, and 50% of their current available year sick leave entitlement. (Prior year sick leave accrual cannot be used for Family Care Leave.)
- (d) A unit member must use all paid leave credits that he or she continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.
- (e) The maximum number of hours to be utilized by one unit member for a single personal catastrophic illness, whether one (1) or recurring, shall not exceed 60 work days or 50% of the total available leave bank, whichever is less.
- (f) The maximum number of paid hours to be utilized within a twenty four (24) month period from the catastrophic illness leave bank by one unit member for paid Family Care Leave,

(see section 7.12 for additional requirements) shall not exceed 30 days or 50% of the total available leave bank whichever is less.

- (g) Any unit member requesting use of sick leave hours in the catastrophic illness leave bank must provide the District with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of—California. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the Districts expense, to verify the injury or illness, the degree of disability and the anticipated length of disability.
- (h) Provided the unit member meets all the criteria of this section, use of sick leave bank provisions shall be granted.

7.11.8 Procedure

- (a) Annual Solicitation by CSEA. Contributions for the catastrophic illness leave bank shall be solicited by CSEA during the month of August each school year. The District shall prepare all forms, which are to be used by CSEA for purposes of solicitation. The Payroll Office of the District must receive all donation forms no later than the last working day in September of each school year.
- (b) All requests for use of accumulated sick leave hours in the catastrophic illness leave bank shall be presented in writing to the District's Personnel Office. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.
- (c) The district Personnel Office shall consult with the CSEA President or designee regarding all requests for use of catastrophic illness leave bank.

7.11.9 The Committees' decision to deny unit members request for donated catastrophic illness leave shall be made only if the unit member does not meet the criteria set forth in Section 7.11.8 or 7.12. This decision shall be final and is not subject to the grievance procedure.

7.12 Family and Medical Care Leave (FMLA)

- 7.12.1 Any unit member who has completed one year of service or more for a minimum of 1,250 hours with the District shall be eligible for unpaid Family and Medical Leave for up to 12 weeks within a 12-month period.
- (a) Those unit members who do not qualify for a FMLA, may be eligible to take unpaid leave for up to four (4) weeks within a 24-month period. Request for additional time will be reviewed on a case by case basis.
 - (b) Unit members are required to provide medical certification from a health care provider as stated in the FMLA regulations.
 - (c) Unit members that may require FMLA for a serious health condition, and have worked one (1) year or more for a minimum of 1, 250 hours in the previous 12-month period may also be eligible for a paid leave in accordance with 7.11.7 (e). FMLA may run concurrently with sick leave for a unit member upon notification by the District.
- 7.12.2 Family and Medical Care Leave means either of the following:
- (a) Leave for reason of the birth of a child of the unit member, the placement of a child with a unit member in connection with the adoption of the child by the unit member, or the serious illness of a child of a unit member.
 - (b) Leave to care for a parent or a spouse who has a serious health condition or a person who stands in *loco parentis* if that person provides day to day care or financial support for a child. Unit members eligibility will be determined in accordance with the FMLA regulations.
- 7.12.3 The District may require that a unit member's request for leave to care for a child, spouse, or a parent who has a serious health condition be supported by a certification issued by a health care provider of the individual requiring care.
- 7.12.4 In accordance with federal law, eligible unit members shall continue to participate in the health and welfare benefit program for the period of time specified as Family and Medical Care Leave.

ARTICLE 8

TRANSFERS, FILLING OF VACANCIES, PROMOTIONS

8.1 General

All job vacancies as defined by Article 1.1.18 shall be filled in the following order:

8.1.1 Administrative transfers

8.1.2 Employee-requested transfers

8.2 Administrative transfers

Administrative transfers shall occur prior to the posting of any vacancies. Such transfer shall be initiated and effected at the discretion of the Superintendent or designee. All unit members who are involved in administrative transfers shall be informed by the Superintendent or designee in a private conference as early as possible and before public notice of the transfer. Except in cases involving issues of necessity or public safety, notice of administrative transfers shall be provided to the unit member at least five (5) work days prior to the effective date of transfer. Upon written request, a unit member shall be provided with a written statement of reasons for the administrative transfer.

8.3 Employee-Requested Transfers/Promotions

If a vacancy is not administratively filled, the position shall be announced by the Personnel Office, within fifteen (15) work days after becoming vacant. Such vacancies shall be posted on all designated staff bulletin boards for at least five (5) work days.

8.4 Employee-Requested Transfer/Promotion Procedures

8.4.1 Vacancies shall be posted on all designated staff bulletin boards. A unit member may apply in writing for a posted job vacancy from one assignment to another after completing six (6) months of service in the District.

8.4.2 Unit members with job-alike transfer applications on file by the announced closing date shall be offered an opportunity to interview for the job-alike vacancy.

8.4.3 Unit members with promotional applications on file by the announced closing date may be offered an opportunity to interview for the vacancy.

8.4.4 Assuming that all factors are equal (i.e., qualifications, experience, etc.), unit members shall be given priority in filling vacancies.

8.4.5 If it is determined that a vacant position is to be filled by existing unit members and all other factors are equal (i.e., qualifications, experience, etc.), the unit member with the greatest seniority shall be selected. If the unit members have the same seniority, determination shall be by lot.

8.4.6 The District reserves the right to make the final determination regarding the rating and/or ranking of applicants for vacancies.

ARTICLE 9

SAFETY CONDITIONS OF EMPLOYMENT

- 9.1 The District shall comply with the provisions of the California Occupational Safety and Health Act, as amended, (California Labor Code Section 6300 et seq.).
- 9.2 The Superintendent shall be responsible for the promulgation of safety rules for all classified employees, and may appoint a District safety officer to oversee the conditions of the District facilities.
- 9.3 This Article shall not be subject to the Grievance Procedure (Article 11 herein).
- 9.4 Occupational hazards shall be reported to the unit member's supervisor for necessary action.
- 9.5 The District safety officer shall establish a District level safety committee and school level safety committee at each school site. Such committees shall include at least one (1) classified employee.
- 9.6 The District shall provide safety training and in-service/safety handbooks or written rules required by CAL/OSHA for existing and new unit members.

ARTICLE 10

EVALUATION PROCEDURES

- 10.1 The District shall establish and maintain a continuing program of classified employee performance evaluation. The program shall include provisions for preparation of written evaluation and a means of making the results of such evaluations known to the employee.
- 10.2 Performance evaluations for all probationary employees shall be submitted to the District Office no later than the end of the second (2nd) and fifth (5th) months from the date of appointment to the positions.
- 10.3 Performance evaluations for permanent employees shall be submitted once during the school year during the months of April and May.
- 10.4 Special evaluations may be made of either permanent or probationary employees at other than specified times on the request of the Principal, or District department head.
- 10.5 Extremely unsatisfactory conditions, as well as any infraction of regulations mentioned in the Education Code, shall be evaluated promptly and brought to the immediate attention of the proper authority.
- 10.6 If any employee has just reason to question any phase or aspect of his/her performance evaluation, he/she may request a review of his/her evaluation by the next level of administration or the Board if applicable.
- 10.7 The Board or its designee shall consult with CSEA and approve an evaluation form to be used by the persons designated to evaluate employees.
- 10.8 No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.
- 10.9 Evaluations shall not be subject to the Grievance Procedure.
- 10.10 Personnel Files
- 10.10.1 Materials in personnel files of unit members which may serve as a basis affecting the status of their employment are to be made available for inspection of the person involved.
- 10.10.2 Such material is not to include ratings, reports, or records which
- (a) Were obtained prior to the employment of the person involved;

- (b) Were prepared by identifiable examination committee members; or
- (c) Were obtained in connection with a promotional examination.

10.10.3 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

10.10.4 Information of a derogatory nature, except material mentioned in Section 10.10.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Definitions

- 11.1.1 "Aggrieved" A member of the unit asserting a grievance or CSEA asserting a grievance on behalf of unit member(s).
- 11.1.2 "Days" as used herein, days shall mean duty days for members of the unit.
- 11.1.3 "Exclusive Representative" means California School Employees Association (CSEA).
- 11.1.4 "Grievance" assertion by one (1) or more members of the unit that there has been a violation, misapplication, or misinterpretation of the express terms of this Agreement which personally and adversely affects the member or members of the unit.
- 11.1.5 "A Party In Interest" the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 11.1.6 "Representatives" a fellow employee, administrator, agent or Exclusive Representative, or legal counsel who shall represent any party in interest at his/her election.

11.2 Limitation

No grievance shall be recognized unless it is presented at Level I within ten (10) days after the aggrieved person knew or reasonably should have known of the act or condition and its aggrieved nature that form the basis of the grievance, and if not so presented, the grievance will be considered waived.

11.3 Procedure

11.3.1 Level I - Immediate Supervisor

A grievance will first be discussed with the aggrieved person's immediate supervisor with the objective of resolving the matter informally. In the event that the aggrieved person is not satisfied with the disposition of the grievance, he/she may submit the claim as a formal grievance in writing to the immediate supervisor. If the aggrieved person has not filed a claim within five (5) days after speaking with the immediate supervisor informally, the grievance will be deemed to have been waived. The aggrieved shall discuss the grievance with the immediate supervisor and may request that a representative accompany him/her. The immediate supervisor shall within ten (10) days render his/her decision and the reasons therefore,

in writing, to the aggrieved person, the Exclusive Representative, and the Superintendent.

11.3.2 Level II - Superintendent and/or his/her Designee

11.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or, if no decision has been rendered within ten (10) days after the presentation of the grievance, in writing, the aggrieved person may forward the written grievance to the Superintendent five (5) days after the decision at Level I, or fifteen (15) days after the grievance was presented, whichever is sooner.

11.3.2.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent and/or his/her designee shall meet with the aggrieved person and representative (if desired) in an effort to resolve the matter. The Superintendent may have a representative at such meeting.

11.3.2.3 Within ten (10) days after meeting with the aggrieved the Superintendent shall transmit a copy of the grievance and his/her proposed resolution of it to the Exclusive Representative. Within ten (10) days after receipt of a copy of the grievance and the Superintendent's proposed resolution, the Exclusive Representative will transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the Exclusive Representative response to the grievance, the Superintendent shall render a written decision to the employee.

11.3.3 Level III - Mediation

Prior to the submission of a grievance to Level IV, either party to the grievance procedure may request that the parties utilize the services of the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance.

11.3.4 Level IV - Board of Trustees

11.3.4.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level III, the aggrieved may submit the grievance to the Board for consideration. Such action must be taken no later than fifteen (15) days after the mediator's private recommendation has been rendered. The Board of Trustees shall consider the grievance in executive session. The aggrieved and/or his/her representative may present

written or oral argument to the Board of Trustees during the executive session. The Board of Trustees shall consider only those evidentiary materials which have been presented at prior levels. The decision of the Board of Trustees as to the disposition of the grievance is final.

- 11.3.4.2 Notification of the final decision to the parties concerned will be made within fifteen (15) days after the decision has been reached. The Board of Trustees will see that the disposition of the grievance is expeditiously implemented if any action is appropriate.

11.4 General Provisions

- 11.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 11.4.2 A classified employee may be represented at all stages of the grievance procedure by himself/herself, and/or at the employee's option, by a representative of his/her choice and the employee may change his/her designation of a representative at any level during the grievance process.
- 11.4.3 Grievance forms will be available in each principal's office and in the District Office.
- 11.4.4 The Superintendent, or his/her designee, and the Exclusive Representative agree to make available to all in interest all pertinent information not privileged under the law which is relevant to the issues raised by the grievance.
- 11.4.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 11.4.6 The Exclusive Representative shall be permitted reasonable periods of release time for the purpose of processing grievances.
- 11.4.7 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the employee's personnel file.
- 11.4.8 Action by a classified employee to challenge or change the provisions of this Agreement is not within the scope of the Grievance Procedure.
- 11.4.9 A "Grievance" must be based upon an alleged violation of a specific provision of this Agreement. "Complaints" from unit members regarding alleged misapplication of policies, rules, regulations, and procedures outside the scope of this Agreement will be dealt with as provided by said policies, rules, regulation and procedures, with specific reference to Administrative Regulation No. 4135.4(a).

ARTICLE 12

RECLASSIFICATIONS

- 12.1 Reclassification is defined as the movement of a position to a different class or a different position within a job family as a result of a change in duties and/or responsibilities being performed by the incumbent in such position.
- 12.2 Position reclassification shall be subject to mutual agreement between the Board and CSEA. CSEA may select 5 classifications per year for review and reclassification.
- 12.3 All newly created positions shall be designated by the District. The District shall discuss with CSEA whether the designated position falls within the bargaining unit. Any disputes over whether or not the position falls within the bargaining unit, may be challenged by CSEA through appropriate procedures of the Public Employment Relations Board.
- 12.4 The District shall have the unrestricted right to establish new positions and determine the rate of pay for such positions; the District shall have the obligation upon establishment of the new position to negotiate with CSEA regarding the rate of pay and other negotiable matters. Any accord reached through the negotiations process shall be retroactive to the time of the establishment of the position.

ARTICLE 13

CSEA RIGHTS

- 13.1 CSEA shall have the right to use school buildings and facilities without rental charge subject to conditions governing civic center usage. CSEA shall have the right to use school-housed equipment to include audio-visual, duplicating machines and all other types of equipment normally available for employee use. CSEA shall supply paper and other materials necessary for the operation of such machines. CSEA shall be liable for any damage or repair caused solely by CSEA's use of such machines and for expenses incurred in their use.
- 13.2 CSEA shall have the right to post notices of activities and matters of CSEA concern on employee bulletin boards, at least one (1) of which shall be provided at each District work site in areas frequented by members of the unit.
- 13.3 Authorized representatives of CSEA shall be permitted to transact official CSEA business on District work sites at times other than during hours of duty.
- 13.3.1 Upon request, CSEA shall provide the District with the names of representatives authorized to discuss CSEA business;
- 13.3.2 CSEA representatives shall report to the Principal or his/her designee upon initial entrance on site to provide identification.
- 13.4 CSEA may use the District inter-school mail service and employee mailboxes for communication to unit members. CSEA shall be responsible for inter-school distribution.
- 13.5 Unless otherwise notified by the individual employees, the names, addresses, and telephone numbers of all unit members shall be provided without cost to CSEA no later than October 20th of each school year.
- 13.6 CSEA/COE will be permitted up to five (5) days paid release per year for two employees to attend the CSEA annual conference.
- 13.7 Upon the completion of negotiations the District shall provide each existing unit member and each newly hired unit member with a copy of the existing collective bargaining agreement within forty-five (45) days after ratification by the Board. CSEA shall provide non-paid volunteers to assist the District in the preparation of the copies of the Agreement.
- 13.8 The CSEA President or designee shall be permitted the opportunity to make a brief presentation about CSEA at new employee orientation meetings.

ARTICLE 14

MANAGEMENT RIGHTS

- 14.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States including but not without limiting the generality of the foregoing rights:
- 14.1.1 To determine and administer policy.
 - 14.1.2 Subject of the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and to transfer all such employees.
 - 14.1.3 To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities.
 - 14.1.4 To determine the curriculum.
 - 14.1.5 To build, move or modify the facilities.
 - 14.1.6 To determine the methods of raising revenue.
 - 14.1.7 To contract out work in accordance with the law.
 - 14.1.8 To take action on any matter in the event of an emergency.
 - 14.1.9 To delegate to the Superintendent and/or other legally appointed officers the operation of the school system, its properties and facilities, including, but, not limited to, innovative and experimental and pilot investigation of new educational programs.
- 14.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations, and practice 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 the laws of the State of California.

ARTICLE 15

NEGOTIATION PROCEDURES

- 15.1 No later than one hundred (100) days prior to the expiration of this Agreement, the Exclusive Representative shall present to the Board during a public session, in writing, all new proposals that are to be negotiated for a successor agreement. Any agreement so presented and subsequently negotiated shall be reduced to writing after ratification by the parties.
- 15.2 Tentative Agreement
- During negotiations items tentatively agreed upon shall be reduced to writing and initialed by both Parties.
- 15.3 Upon request, CSEA shall be provided with a copy of all non-privileged federal, state, and local public reports which contain information relating to the terms and conditions of this Agreement.
- 15.4 On or before October 15 of the school year the District shall provide CSEA with a list which details all classified employees and their work sites and classifications. This list shall designate those employees who are new hires. Upon request and when necessary CSEA shall be provided with an update on the information included in the October 15 listing.
- 15.5 A reasonable number of representatives of CSEA shall be granted reasonable periods of release time for purposes of meeting and negotiating.
- 15.6 Any amendments to this Agreement shall not be effective unless they are reduced to writing and ratified by both parties.

ARTICLE 16

NO STRIKE, NO LOCKOUT

- 16.1 The Exclusive Representative and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided by this Agreement. During the term of this Agreement the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required by this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement will not authorize or permit any lockout of any persons covered by this Agreement.
- 16.2 Violation of this Article by the exclusive agent or by any person covered by this Agreement shall constitute just cause for discharge, or other discipline and/or penalties to be determined by the Board.

ARTICLE 17

EFFECT OF AGREEMENT

- 17.1 All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code Section 3540 et seq., in effect in the District prior to and at the time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or implied to provide unit members with professional or other advantages theretofore enjoyed unless expressly stated herein.
- 17.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of the right and opportunity are set forth herein. Except for new contract negotiations, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 17.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

ARTICLE 18

DONATION OF WORK

- 18.1 The parties recognize the importance of having the community involved in the public schools. They also recognize the desire by individuals and/or community groups to donate work. While the District may wish to accept donated work, it is not the intent of this section to supplant, reduce or transfer bargaining unit work.
- 18.2 With regard to donated work which may involve incidental cosmetic work or improvements to the appearance of school facilities, the following procedures will be followed:
- (a) The District may accept the donation of work providing that it does not result in the layoff or reduction of bargaining unit employees or positions. Donated work will not be accepted by the District for the purpose of decreasing employees' workload or restricting the addition of bargaining unit positions due to demands for service. Furthermore, individuals or community groups shall not perform work routinely and customarily performed by bargaining unit members, other than that which is current practice.
 - (b) The District agrees not to circulate newspaper advertisements for donated work.
 - (c) The District will notify COE one week prior to the donation of work when possible.
 - (d) If possible, donated projects should be confined to non-student time to avoid significant infringements on support staff's work. When donated work is scheduled at times other than support staff's regular scheduled work hours, support staff should be included and compensated at the appropriate rate if their services are necessary. Arrangements for equipment and supplies should be made in advance.

