

AGREEMENT
BETWEEN THE
EASTSIDE UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, AND ITS
EASTSIDE CHAPTER 779

July 1, 2021 through June 30, 2024

PREAMBLE

This Agreement is made and entered into this 16th day of September, 2021, by and between Eastside Union School District hereafter referred to as the District, and the California School Employees Association and its Eastside Chapter 779 or its successors, hereafter referred to as CSEA or the Association.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

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ARTICLE I

CERTIFICATION OF REPRESENTATIVE/RECOGNITION

1.0 Pursuant to the "Certification of Representative" by the Public Employment Relations Board (PERB), of the State of California, on May 14, 1990, the California School Employees Association (and its Chapter 779) was certified as the exclusive representative of the following described unit of classified employees:

Including, but not limited to -- all regular classified employees such as, Child Nutrition Administrative Assistant, Child Nutrition Assistant, Child Nutrition I, Child Nutrition III, Helpdesk Technician, Systems Analyst, Instructional Aide II, Instructional Aide III, Payroll System Specialist, Purchasing Specialist, District Translator, Campus Safety Supervisor, District Bilingual Community Liaison, Site Bilingual Community Liaison, Account Clerk II, Licensed Vocational Nurse, Internet Media Clerk, School Office Assistant, Campus Security Officer, Administrative Assistant I, Administrative Assistant II, School Office Manager, Human Resources Technician, Credentials Technician, Human Resources Administrator, Instructional Aide II – Bilingual, Data Quality Technician, Maintenance Technician I, Maintenance Technician II, Maintenance Technician III, Safety Technician.

Excluded -- all certificated employees, all consultants, all casual or limited term personnel, all substitutes in any capacity, such as all persons excluded from the classified service under Education Code section 45103, all management and/or supervisory employees within the meaning of Government Code sections 3540.1(g) and (m), and all confidential employees within the meaning of Government Code section 3540.1(c), such as, Executive Secretary to the Superintendent, Executive Assistant.

1.0.1 The Association and the District agree that the unit described in 1.0 represents the appropriate unit. The Association and the District shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and Association.

1.1. ACKNOWLEDGMENT: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all employees except management, confidential, certificated, or supervisory. All newly created positions, except those that lawfully are designated certificated, management, confidential, or supervisory shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, subject to the rule of PERB.

1.2 SCOPE OF REPRESENTATION: The scope of representation shall be matters relating to wages, hours of employment, and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

1.3 The Association, in turn recognizes the District as the duly elected representative of the people and agrees to negotiate exclusively with the District's negotiation team or the elected Board of Trustees of the Eastside District.

1.4 Disputes concerning this article are not subject to the grievance provisions of this Agreement.

ARTICLE II DEFINITIONS

Adjusted Hire Date: When a permanent employee is reinstated or reemployed by the District following layoff or resignation within thirty-nine (39) months, the original hire date will be adjusted forward to reflect the time of the absence. This new date is the adjusted hire date. The date will be used for seniority purposes. When an employee leaves the District for any reason, returns, and is reinstated or reemployed, the District will adjust the hire date.

Anniversary Date: Employees beginning service between the first and fifteenth of any given month shall have an anniversary date on the first of that month; employees beginning service between the sixteenth and the end of the month shall have an anniversary date of the first day of the following month.

Association: The California School Employees Association.

Class: A group of positions similar in duties and responsibilities with the same descriptive title and substantially the same requirements of education, experience, knowledge and abilities.

CSEA: The California School Employees Association.

Day: A “day” is any weekday in which unit members are required to render services to the District.

Demotion: Employee demoted from a promotional position who does not pass a probationary period in that classification.

Employer: Another name for Eastside Union School District and District.

Employee: One who works for the District and is represented by an exclusive representative as defined by Government Code section 3540 (hereafter "exclusive representative").

Immediate Supervisor: A line or staff officer of the District to whom an employee represented by an exclusive bargaining agent or unit, is immediately accountable.

Permanent Employee: An employee who has completed an initial probationary period.

Probationary Period: A trial period of 130 days of actual service (counting holidays and the first six (6) days of properly used sick leave), but not counting other days in paid status when the employee did not actually render service, following initial employment, or 120 days of actual service, as described above, following a promotional appointment, provided the unit member has established permanency in the classified service. Where the employee is terminated for lack of work or lack of funds, the District shall comply with the provisions of the Education Code concerning layoff.

Promotion: A change from one class to a higher related class and involving a change of position and duties shall be defined as a promotion. An increase in working hours within the same classification is not considered to be a promotion.

Reclassification: The basis for the reclassification of a position must be a gradual accretion of duties, and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities.

Seniority: Ranking of employees based on hire date.

Short-Term Employee: Any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Education Code section 45103.

Substitute Employee: Any person employed to replace any classified employee who is temporarily absent from duty, or any person employed in a vacant position that is in the process of being filled by the District (not to exceed sixty (60) calendar days regardless of the number of substitutes used). Education Code section 45103.

Temporary Employee: Same as Short-Term Employee. Education Code section 45103.

Transfer: A change of location within a classification. Transfers fall into two (2) categories:

- (a) Administrative transfers are initiated by the District; and
- (b) Transfers that are initiated by the unit member on a voluntary basis.

ARTICLE III

SALARY

3.0 2021-2022: Current bargaining unit members, upon ratification, shall receive a one-time off schedule payment "Return to Work" stipend of 4% base salary for the 2020-2021 school year. Twelve-month bargaining unit members shall be granted two (2) additional vacation days for the 2021-2022 school year. Effective August 4, 2021, Instructional Aides and Campus Safety Supervisors will be given an extra work agreement for 20 minutes daily. The District and CSEA agree to meet and negotiate the impact of the State minimum wage increase prior to January 1, 2022.

Effective upon ratification, Campus Safety Supervisor hours shall be permanently increased from 6.0 to 6.5 hours.

Effective July 1, 2021, all 10-month bargaining unit members shall have 3 days permanently added to their work calendars.

Longevity stipends shall be converted to a separate flat rate longevity schedule effective July 1, 2001. This increase is equivalent to approximately a ½% increase in salary. See Article 3.2, sentence two.

3.0.1 When a unit member is assigned out of his/her regular job classification to a higher paid job classification within the bargaining unit for a period of more than two (2) working days within a fifteen (15) calendar day period, the unit member's salary shall be adjusted upward to the unit member's step on the classification of the position to which he/she is temporarily assigned. This upward adjustment shall be effective for the entire period he/she is required to work out of his/her regular job classification in the higher paid job classification. Unit members upgraded to management positions shall receive pay at their step or five percent (5%) more, whichever is greater.

3.0.2 Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, settlement of a grievance in favor of the employee, recomputation of hours, or reasons other than procedural errors, shall be included in the next regular monthly check.

3.0.3 When it is determined that the District has made an error in the calculation or reporting of a unit member's payroll, the District shall comply with Education Code section 45167.

3.0.4 If any other bargaining unit receives a percent salary increase greater than the classified bargaining unit during the term of this agreement, the additional percentage increase shall be added to the classified salary schedule, excluding any

percentage transfer from health and welfare benefits by the other bargaining unit.

3.1 Any employee in the bargaining unit receiving a promotion to a position in the bargaining unit covered by provisions of this Agreement, shall remain on the same step as his/her current assignment, or on a step in the new classification to reflect a five percent (5%) pay increase (refer to Article XI, Promotions).

3.2 Unit members will receive longevity increments at the completion of ten (10) consecutive years of service and for each five (5) years of continuous service thereafter through thirty (30) years; the longevity benefit shall become effective at the beginning of the 11th, 16th, 21st, 26th, and 31st years. Actual longevity increment amounts shall be established on a flat rate longevity schedule by the addition of the equivalent of approximately ½% to the District's current longevity costs. The longevity schedule shall not be increased by the percentage of future salary increases unless expressly agreed to by the parties. The effective date for longevity shall be each unit member's date of employment.

Longevity increments for 12-month full time employees shall be as follows:

11 years: \$1,850 16 years: \$3,700 21 years: \$5,550 26 years: \$7,400 31 years: \$9,250

Longevity increments shall be prorated for service of less than 12-months or less than 40 hours per week.

	11 years	16 years	21 years	26 years	31 years
12 Month Annual:	1,850	3,700	5,550	7,400	9,250
10 Month Annual:					
30 to 40 hours per week	1,545	3,090	4,635	6,180	7,725
20 to 29 hours per week	1,030	2,060	3,090	4,120	5,150
1 to 19 hours per week	515	1,030	1,545	2,060	2,575

3.3 An employee receiving a temporary upgrade shall not be paid less than the wage called for by his/her permanent classification and placement on the appropriate salary schedule.

3.4 LANGUAGE PAY: Employees including bilingual instructional aides, who have proven to be proficient in a language other than English, and called upon by the District to use that language, shall receive a stipend of five percent (5%) of their regular rate of pay for each month worked.

ARTICLE IV
EMPLOYEE BENEFITS

4.0 INSURANCE COVERAGE: Commencing in 2017-18 the classified healthcare Benefit cap will be \$14,550. Qualifying members will receive a cap contribution based on the following schedule:

Hours Worked	Amount
8.0	\$14,550
7.0	\$12,730
6.0	\$10,915
5.0	\$9,095
4.0	\$7,275

District contribution shall be applied to one of the healthcare benefit plans offered through California's Value Trust (CVT).

Any Premium costs over the Cap are the responsibility of the unit member. Unit members authorize alternative payroll deductions as a condition of receipt of the benefits under Internal Revenue Code section 125 plans to be established by the District.

Unit members who are employed subsequent to the first working day of a month shall have insurance benefits commence on the first day of the month following the effective day of their employment.

Parties agree to establish a cost-containment committee to investigate ways to maximize healthcare benefits provided by the district.

Effective January 1, 2005, the District shall pay the monthly premiums for term life insurance coverage not to exceed \$40,000 for each classified employee.

4.1 Any unit member on a paid leave of absence will receive the health and dental insurance coverage provided by the District. Any unit member on an unpaid leave of absence shall be eligible to participate in any health or dental insurance program available generally to bargaining unit members. Participation shall be at the unit member's expense and is conditioned upon the willingness of the carrier to extend such coverage for a period of 18 months.

4.2. HEALTH AND WELFARE COVERAGE FOR RETIREES: Commencing in 2017-18 the Classified health care Benefit cap for retirees shall be \$14,550.00.

4.4.1 Eligibility

The retiree must have completed 10 cumulative years of full-time service to the District, must have reached age 55, must commence participation in the benefits program immediately upon retirement from the District under PERS, and must remain a retired member under PERS regulations for the duration of receipt of benefits. The benefits will continue until the earlier of the retired unit member's eligibility for Medicare, attainment of age 65, or the retiree's death.

ARTICLE V

ASSOCIATION MEMBERSHIP, DUES, AND OTHER DEDUCTIONS

5.0 District shall refer all employee questions about CSEA or dues over to the CSEA Chapter President or his/her designee. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of Janus decision.

5.0.1 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

5.1 Dues Deduction: The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

5.1.1 The District shall refer all employee requests to revoke membership to the CSEA Chapter President or his/her designee, and shall obtain his/her approval on behalf of the union before processing any revocation request. The District designated CSEA representative will contact the Department of Human Resources in the event of a change in membership.

5.1.2 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

5.1.3 There shall be no charge by the employer to CSEA for regular membership dues deductions.

5.2 Membership Information

5.2.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

5.2.2 The District shall notify CSEA of all Public Records Act requests from outsiders for work email addresses for bargaining unit members.

5.3 Hold Harmless Provision: CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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

ARTICLE VI

ASSOCIATION/EMPLOYEE RIGHTS

6.0 The authorized on-site representative(s) of the Association may transact official Association business on school property at reasonable times. Reasonable times shall mean: before the start and after completion of the workday, lunch period, and periods during which an employee is present at the school site but not expected to perform services for the District. Association representatives, when entering a school site for official association business, shall promptly identify themselves at the school office and obtain authorization from the site administrator, or designee, which authorization shall not be unreasonably withheld prior to contacting any District employees. The Association further agrees that the Association representative shall not disturb or otherwise interfere with the work of any employee of the District.

6.1 The right to use without charge designated bulletin boards, the District mail system, as permitted by law, mailboxes, and District telephones for the posting or transmission of information or notices concerning Association matters if performed during non-duty hours or on breaks. Any communication to be distributed or posted pursuant to this paragraph must involve official Association business only. It also must be dated, bear the name of the Association and identify the person responsible for its promulgation. The Association assumes full legal responsibility for the content of its communications and its use of school and/or District Office mail system, mailboxes, and bulletin boards. A copy of each District-wide Association communication to unit members must be submitted to the Superintendent at the time of the entrance of such communication into the school district mailboxes or placement on school district bulletin boards. In the case where a communication is directed to unit members at a single location, the Association shall submit the communication to the principal of that location at the same time of the entrance of such communication into the mailboxes and at the same time the communication is posted on a site bulletin board.

6.2 The right to use without charge institutional equipment, facilities, and buildings at reasonable times. The use of facilities will be in accordance with the Civic Center Act, and comply with District policy and regulations concerning building and facility use.

6.3 The right to be supplied annually with a complete "Hire Date" seniority roster of all bargaining unit employees. The roster shall indicate the employee's present classification, date of hire, number of hours of employment and primary job site.

6.4 The right to receive prior to each Board meeting two (2) copies of the agenda and schedules in regard to that agenda. A copy of the preliminary budget, final budget, and a copy of the adopted Form J-200 report to the County including all special funds. The right to receive at Association expense any public documents requested by the Association.

6.4.1 The District shall, within thirty (30) days of ratification of the Agreement by CSEA and the District, prepare and distribute this agreement via District's website.

Twenty-five (25) printed copies will be given to CSEA, without charge and a copy will be given to all new employees. In addition, individuals desiring a printed copy may request one from Human Resources.

6.4.2 A total of seven (7) days release time, without loss of compensation, shall be granted to the president and/or his/her designee, or elected delegates of the Association for local and state conferences and/or workshops pertinent to Association affairs.

6.5 The District agrees to include written material about CSEA membership, including membership applications, provided by CSEA with materials given by the District to new hires in the unit at the time of their employment.

6.5.1 The District will email the CSEA President or Designee with new employee information which shall consist of the employee's name, contact information, classification, work site and start date.

6.5.2 The parties agree that neither the District nor CSEA nor their agents shall make derogatory statements concerning CSEA in the processing of new hires.

6.6 The Superintendent or Personnel shall select a Classified employee (from a list to be supplied by the Association) to be a voting member of the District's interviewing committee. At least one Classified person from this list (or an alternate as designated by CSEA) will serve on each committee interviewing for vacant Classified positions, as well as openings for promotional Classified opportunities within the District. Nothing in this Agreement shall prohibit Classified employees from serving on interview committees for other positions within the District.

6.7 No employee shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

6.8 NO DISCRIMINATION DUE TO CSEA ACTIVITY: The District shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of membership, participation, or holding office in CSEA.

6.9 Employees shall be free from acts or threats of intimidation and physical or verbal harassment or aggression.

6.10 Employees shall be encouraged to participate in the formation of policy affecting them.

6.11 In order to complete the updating of job descriptions commenced in 1996 for purposes of compliance with the ADA and assuring accuracy of the description, the District's designee, the CSEA president, and one unit member from the affected classification will review job descriptions one at a time. Recommended revisions shall be submitted to the CSEA Executive Committee and the District's governing board for approval.

6.12 Job description for all job classifications in the bargaining unit shall have the additional verbiage of “other related duties.”

6.13 A joint Union and Management task force shall be formed to develop transportation options and to confer regarding job descriptions.

ARTICLE VII

HOURS OF EMPLOYMENT

7.0 The work week for regular full-time unit members shall be forty (40) hours rendered in units of eight (8) hours, unless designated by the District to be less than forty (40) hours or less than eight (8) hours per day.

7.1 The work week shall consist of Monday through Friday workdays for all unit members. Effective January 1, 1991, new unit members may be required to work a schedule that includes Saturday and Sunday.

7.2 The workday for all unit members shall be established and regularly fixed by the District in order to meet the District's interest as defined by the District, and in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular and ascertainable minimum number of hours.

7.2.1 Any full-time employee who is required to and reports to work prior to his/her normal starting time on a regular work day will receive one and one-half (1½) times regular rate of pay for all hours of work performed prior to his/her normal starting time. Such required work shall not be used by the District to shorten the employee's normal working day.

7.2.2 When mutually agreed upon by the employee and his/her immediate supervisor, hours of employment on a particular day may be changed to eliminate the need for more than an eight-hour workday for that employee. This is to have no effect on the regular rotation of unit members eligible for overtime.

7.2.3 10 month employee work calendar will reflect that of ETA classroom teacher work calendar.

7.3 LUNCH AND BREAKS:

7.3.1 A non-compensated, uninterrupted lunch period of not less than thirty (30) minutes or more than one (1) hour shall be provided all unit members who render service of at least six (6) hours or more per day, and shall be scheduled for full-time employees at or about the mid-point of each work shift. Lunch periods shall be assigned by the immediate supervisor.

7.3.2 The unit member will be provided one (1) rest period of fifteen (15) minutes duration for each continuous four (4) hours of work per day. Supervisors shall schedule rest periods for unit members at times least disruptive to the operation of the department. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for unit members.

7.3.3 Rest periods shall not be used to lengthen the lunch period or shorten the workday.

7.4 ADDITIONAL HOURS FOR TWENTY (20) CONSECUTIVE WORKING DAYS:

Any bargaining unit member who is assigned to work and works a minimum of thirty (30) minutes per day in excess of his/her part-time regular assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed, not to exceed eight (8) hours, in order to reflect the longer hours effective with the next pay period.

7.5 ADDITIONAL HOURS AND OVERTIME:

7.5.1 CSEA and the District recognize that additional hours and overtime assignment may be necessary to carry on the business of the District. Unit members may request to be excused from such an assignment. When administratively feasible, supervisors shall attempt to accommodate the unit member's request prior to making the assignment.

7.5.2 Overtime compensation shall be provided unit members who are directed by their immediate supervisor to work in excess of eight (8) hours in any day, or in excess of forty (40) hours in any calendar week. The unit member shall be compensated equal to time and one-half of the regular rate of pay. Additional hours which do not meet the above formula will be compensated at the employee's regular rate.

7.5.3 Unit members excused from work because of holidays, sick leave, vacation, or other paid leaves of absence shall be allowed to utilize the time off as time worked, for the purpose of computing the number of hours worked for overtime/additional hours service credit.

7.5.4 Unit members authorized by the immediate supervisor, and who provide service to the District for five (5) consecutive workdays averaging four (4) hours or more per day, shall be compensated on the sixth (6th) and seventh (7th) day following commencement of the work week, at the rate of time and one-half of the unit member's regular rate of pay. Unit members averaging less than four (4) hours per day during a work week shall be compensated at the rate of time and one-half the regular rate for any work performed on the seventh (7th) day following the commencement of his/her work week.

7.5.5 Any bargaining unit member called back to work on an emergency basis before or after normal working hours, on weekends or holidays, will be compensated for a minimum of two (2) hours at the appropriate rate of pay under this Article.

7.5.6 Additional hours/overtime assignments shall be made at the discretion of the District. When authorized, and when administratively feasible, additional hours/overtime shall be assigned as equally as is practicable among unit members at each school site, within each classification. Records of overtime or additional hours shall be available to CSEA on request.

7.6 SHIFT DIFFERENTIAL: A shift differential of three percent (3%) will be paid for unit members regularly working the second shift, which is defined as those working at least four (4) hours after 5:00 p.m.

7.7 WORKDAY DURING INCLEMENT WEATHER: In the event it is necessary to close schools due to inclement weather, the Superintendent may elect to institute one of the following provisions regarding work schedules of unit members:

7.7.1 When it is necessary for the District to close schools due to inclement weather, and teachers are not paid for the day, classified staff, unless directed to work, shall not work and shall not be paid, unless the State grants a pupil attendance waiver for the day. The workday will be rescheduled if no waiver is granted. The District shall keep CSEA and classified unit members apprised of the status of the waiver request. An employee may receive pay for an inclement weather day by using a day of vacation or personal business day. In such case, it is not necessary to obtain prior approval.

7.7.2.1 When it is determined that a school will be closed due to inclement weather as announced by the Superintendent, unit members whose shift begins before noon will be excused from work without a dock in pay for the time released. The Superintendent/designee may determine that road or weather conditions are such that employees whose shift begins after noon shall be excused from work without a dock in pay for the time released. Unit members will be advised of changes in their regular work schedules via district automated system. No notification will mean work as usual.

7.7.3 In the event a school is open, but unit members in outlying areas are not able to report to work due to adverse road conditions caused by inclement weather, those unit members must notify the District of their situation and may elect to use a vacation or a personal necessity day or to take a dock in pay.

7.7.4 Any unit member called to work for the shift excused from work shall be compensated at the rate of one and one-half times for hours worked.

7.7.5 In the event of unusually bad weather, the District office may notify individual sites of an early closing hour in order to enable unit members to return home while road conditions remain safe.

7.7.6 In the event of a declared emergency or act of nature, it is understood that certain unit members will be required to remain on duty; it is further understood that unit members remaining on duty during an emergency situation shall be compensated at the rate of one and one-half times for each hour worked over the unit member's regular shift.

7.7.7 Authorization to retain unit members on duty must be obtained from the Superintendent or his/her designee, prior to assigning the unit member to remain at work.

7.8 The District will keep CSEA advised as to the status of its proposals to the certificated bargaining unit on the calendar. If the District determines to schedule multitrack classes, it shall notify CSEA in a timely manner so as to allow an opportunity for CSEA to request negotiations on related issues within the scope of bargaining. A representative of CSEA will be invited to participate in the multi-track advisory committee.

7.9 MULTIPLE POSITIONS: It is agreed that a part-time employee may agree to accept an additional part-time position on the condition that he/she waives entitlement to health and welfare benefits. An employee who accepts an additional part-time position and waives entitlement to health and welfare benefits shall accrue vacation, sick leave, and all other appropriate benefits at a prorated rate consistent with their total hours worked.

ARTICLE VIII

VACATION

8.0 All members of the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30. The District shall provide each unit member with a written statement of his/her accrued vacation total and of his/her vacation entitlement for the school year. Such entitlement shall be provided no later than December 1st of each school year.

8.1 Paid vacation shall be taken as follows:

8.1.1 12-month employees: Vacation may be taken at any time of the year in which it is earned with approval of the immediate supervisor.

8.1.2 All other employees: Vacation will normally be taken during the year in which it is earned, and whenever possible, should be scheduled during semester, winter, and spring school vacation periods, with the approval of the unit member's immediate supervisor. Any exceptions must have the approval of the unit member's immediate supervisor.

Permanent employees not otherwise scheduled to work during student break periods may cash in unused vacation accrued as of October 31 for payment on the December payroll by submitting their written request to the payroll office no later than the last day of the first semester.

8.1.3 Unit members who resign, retire, or otherwise terminate, must either use accumulated vacation prior to termination date, or be paid for accumulated vacation at the option of the employee.

8.2 VACATION ACCUMULATION:

8.2.1 Bargaining unit members on a monthly pay basis, shall earn vacation at the following rates: no deletion of current days for current employees.

8.2.1.1 1st through 5th year of employment - 1 day per month worked.

8.2.1.2 6th through 10th year of employment - 1.25 days per month worked.

8.2.1.3 11th through 15th year of employment - 1.50 days per month worked.

8.2.1.4 16th year of employment - 1.75 days per month worked.

8.2.2 Part-time employees paid on a monthly basis, shall earn vacation prorated on the same ratio as their regular work hours per day bear to eight (8) hours per day.

8.2.3 All bargaining unit members on an hourly pay basis, shall receive the proper prorated vacation.

8.2.4 All regular bargaining unit members who are hired for a summer session shall accumulate vacation benefits on the same basis as they would during the regular school year, prorated to the hours of employment.

8.3 VACATION PAY: Pay for vacation days for all bargaining unit members, shall be the same as that which the unit member would have received had he/she been in a working status, less overtime. A regular bargaining unit member who works an intersession assignment in addition to his/her regular assignment shall accrue vacation at his/her regular hourly rate (pro-rated) for the intersession service.

8.4 VACATION PAY UPON TERMINATION: When a unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including, the effective date of the termination.

8.5 HOLIDAYS: When a holiday falls during the scheduled vacation of any unit member, such holiday shall not be charged as a vacation day.

8.6 VACATION SCHEDULING:

8.6.1 Vacations shall be scheduled at times requested by unit members, so far as possible within the District's work requirements.

8.6.2 If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest seniority, shall be given his/her preference.

8.7 INTERRUPTION OF VACATION: A unit member may interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination. (Same as CSEA initial proposal)

8.8 VACATION CARRYOVER AND PAYOFF: Salaried unit members may accumulate up to a maximum of one (1) year's accrued vacation to be carried over and used in the following year. Salaried unit members shall use any vacation carried over in the year after it was earned. If, by mutual consent, carried over vacation is not used, the salaried member shall be paid for vacation days in excess of the authorized carry over amount. Hourly employees shall be paid for unused vacation days at the end of the fiscal year, except as provided in Section 8.1.2.

ARTICLE IX HOLIDAYS

9.0 All unit members will receive the legal and local holidays as indicated below as scheduled on the District-adopted school calendar, including (3) floating local holidays, depending upon job duties (in addition to Christmas and New Year's Day), and provided that the employee is in paid status during any portion of the working day immediately preceding or succeeding the holiday.

These three (3) floating local holidays shall normally be taken during the Christmas recess, however, special circumstances may require that these holidays be taken at some other time in the year, depending upon the needs of the District. In the event that special circumstances occur to justify the performance of duties during the Christmas recess, the unit member may select alternative dates at some other time in the year subject to the approval of his/her immediate supervisor. In these special circumstances, the unit member shall be given notice of the requirement to perform duties by November 1st, with the exception of emergency circumstances.

Legal and local holidays shall include but not be limited to the following list:

INDEPENDENCE DAY

LABOR DAY

*ADMISSION DAY - (given December 24)

VETERAN'S DAY

THANKSGIVING DAY

FRIDAY SUCCEEDING THANKSGIVING DAY

CHRISTMAS DAY

*THE DAY PRECEDING OR SUCCEEDING CHRISTMAS DAY

(in lieu of Admission Day)

NEW YEAR'S DAY

MARTIN LUTHER KING'S BIRTHDAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

MEMORIAL DAY

9.1 ADDITIONAL HOLIDAY: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, pursuant to Education Code section 45203, and declared a holiday for classified employees by the Governing Board, shall be a holiday, provided that the schools are required to close on the holiday when they otherwise would have been in session.

9.2 HOLIDAYS ON SATURDAY OR SUNDAY:

9.2.1 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 Sunday, the following workday not a holiday, shall be deemed to be that holiday.

9.3 WORK REQUIRED TO BE PERFORMED ON HOLIDAY: When a bargaining unit employee is required to work on a day which would otherwise be a paid holiday for him or her, the employee shall receive compensation for the holiday worked at the rate of 2-1/2 times his/her regular hourly rate.

9.4 The District will be closed two weeks during the calendar year. The first week will be during Winter break and the second will be aligned with the Fourth of July. The District will notify the CSEA Chapter President of the two weeks that will be designated as being closed. If there is a concern, CSEA and the District will meet to discuss the concern. Classified unit members may use floating holidays, vacation time or unpaid leave during the two weeks the District will be closed.

ARTICLE X

LEAVE PROVISIONS

10.0 The leave benefits provided by the District for unit members, shall be as follows (the term "day" throughout this Article X, shall mean working day).

10.1 **SICK LEAVE**: Regular full-time unit members shall be entitled to leave of absence with full pay for illness, injury, doctor, and dental appointments, in accordance with the following schedule:

10.1.1 Sick leave is earned at the rate of one day per month of employment, and is cumulative. The District shall provide each unit member with a written statement of his/her accrued sick leave total and of his/her sick leave entitlement for the school year. Such statements shall be provided no later than December 1st of each school year. A regular bargaining unit member who works an intersession assignment in addition to his/her regular assignment shall accrue sick leave at his/her regular hourly rate (pro-rated) for the intersession service.

10.1.2 A classified employee regularly employed for less than eight (8) hours per day shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

10.1.3 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 unit member 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 active service with the District.

10.1.4 To be eligible to apply for sick leave with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence. Pay for any day of such absence, shall be the same as the pay which would have been received had the unit member worked a regular day.

10.1.5 Upon exhaustion of all current year full pay sick leave credit, a unit member who continues to be absent under this Article may, at the District's discretion, be required to obtain a physician's verification after three (3) consecutive days of absence unless the employee has been notified in advance that such proof will be required after one (1) day of absence. Unit members returning to work from illness absence involving surgery, serious illness, or extended absence shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated, shall be placed in an unpaid status until such verification is received by the District. Unit members shall receive fifty (50%) percent of his/her regular salary for a period of time as set forth in Paragraph 10.1.6

10.1.6 A unit member shall be eligible for fifty percent (50%) pay for a long term continuing illness in accordance with the foregoing sections for a maximum period of

one hundred (100) days per fiscal year. Said one hundred (100) day period shall begin to run at the expiration of the member's full paid sick leave for that current year, and shall run concurrently with the period of time during which the unit member is using his/her accumulated full pay sick leave from prior years, if any.

10.1.7 The amount to be received by the absent unit member will be determined as follows:

10.1.7.1 The absent unit member will receive full pay for all days of accumulated sick and vacation leave, if used.

10.1.7.2 After all accumulated sick leave have been used, the absent unit member will receive fifty (50%) percent of his/her regular salary for the remainder of the above-mentioned one hundred (100) day period, if any.

10.1.7.3 When a unit member is absent and eligible for industrial accident or illness leave, his/her absence for purposes of accumulated sick leave and one hundred (100) days of fifty (50%) percent pay, shall be deemed to commence on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability, the unit member shall have deducted from his/her accumulated sick leave or available sick leave only as much which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.

10.1.7.4 When a unit member is absent from his/her duties on account of illness for a period of more than one hundred (100) days, or beyond exhaustion of accumulated sick leave, no further salary will be paid by the District, and health, dental and vision insurance coverage paid by the District, will cease at the end of the month for which payment has been made. The unit member shall then have the following options available for consideration (the election of which the unit member must advise the District not later than the day following expiration of accumulated sick leave, or the one hundred (100) days' fifty (50%) percent pay period).

10.1.7.4.1 Request a leave of absence, which may or may not be approved by the District. If granted for job related illness or injury, the District may provide the health, dental and vision coverage allowed regular unit members.

10.1.7.4.2 Apply for retirement or disability retirement.

10.1.7.4.3 Resign from employment in the school district.

10.1.7.5 If at the conclusion of all leaves of absence, paid or unpaid, a unit member who is absent because of non-industrial accident or illness and who is still unable to assume the duties of his/her position, will be placed on a reemployment list for a period of 39 months.

10.1.7.5.1 If at any time during the prescribed 39 months, the unit member is certified by his/her physician as being able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment, provided that an employee is not required to accept such an assignment if it consists of less hours than his/her previous assignment. The unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code section 45298, in which case, the unit member shall be ranked according to his/her proper seniority. If the unit member's physician authorizes return to work on a restricted basis, the District will determine whether there is any reasonable accommodation possible in light of the employee's ability to perform the essential functions of his/her position, subject to confirmation of the ability to perform such functions as determined by a physician selected and paid for by the District.

10.1.7.5.2 A unit member who is placed on a reemployment list, who has been medically released for unrestricted return to duty and who fails to accept an appropriate equivalent assignment as provided above, shall be dismissed.

10.1.8 At any time during the course of a sick leave or injury absence, and upon return from absence, the unit member may be required to supply such information as requested by the District through the Human Resources Department, regarding the nature of illness or injury, anticipated length of absence, name and address of attending physician(s), nature and extent, if any, of limitations on the unit member's ability to perform the essential functions of his/her regular position, and the place and phone number where the unit member may be reached, and other related information.

10.1.9 The District may require proof of illness (physician's verification) after three (3) consecutive days of absence unless an employee has been notified in advance, that such proof will be required after one (1) day of absence. Periodic medical reports may be required during extended absence of a unit member. Unit members returning to work from illness absence involving surgery, serious illness, or extended absence shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated, shall be placed in an unpaid status until such verification is received by the District.

10.1.10 Members of the unit shall be required to submit to medical examination(s) by District appointed physician(s) at the District's expense, at the discretion of the District.

10.1.11 If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned, shall be deducted from the final warrant of the unit member.

10.1.12 Members of the unit must notify the District Human Resources Department of absence as soon as the necessity to be absent becomes known to the unit member. Regular shift employees will report absences no later than 6:00 a.m. the day of the absence. Second shift employees will report absences no later than noon on the day of the absence.

10.1.13 Failure to comply with the request procedure for paid sick leave and return provisions may, at the discretion of the District, result in the unit member being denied the opportunity to return, and being placed on unpaid status.

10.2 PREGNANCY DISABILITY LEAVE: A leave of absence shall be granted to any unit member who is required to be absent from duties because of disability caused by or contributed to, the unit member's pregnancy, miscarriage, termination of pregnancy, childbirth, and recovery there from. The length of the leave of absence, including the date such leave shall commence, and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. The unit member is entitled to use District provided sick leave benefits when absent from duties due to disabilities caused by or contributed to the unit member's pregnancy, miscarriage, termination of pregnancy, childbirth, and recovery therefrom. Use of sick leave benefits under these circumstances is restricted to cases of disability for medical reasons, and must be verified by medical certification.

10.2.1 After initial written verification of temporary disability resulting from the unit member's pregnancy, the unit member shall be responsible for providing the District with medical status reports on the same basis as any other disability.

10.2.2 Parental Leave: A unit member may use his/her sick leave for purposes of parental leave for a period of up to 12 workweeks.

When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at no less than 50% of his/her regular salary for the remaining

portion of the 12 workweek period of parental leave.

All of the following apply:

1. The 12 workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
2. The employee shall not be provided more than (1) 12 workweek period for parental leave during any twelve month period.
3. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The total amount of parental leave taken pursuant to this section and the Government Code shall not exceed 12 workweeks in a twelve month period.
4. Notwithstanding Government Code 12945.2(a), a unit member is not required to have 1250 hours of District service during the previous twelve month period in order to take parental leave under this section.
5. For purposes of this section, "Parental Leave" is leave for reasons of the birth of the unit member's child or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member.

10.3 CHILD REARING LEAVE: This section shall not restrict, but encourage, the granting of up to six (6) months unpaid child rearing leave to any unit member requesting such leave. This is at the discretion of the District.

10.4 PERSONAL NECESSITY LEAVE:

10.4.1 During any school year, a unit member may use at his/her own election, not more than eight (8) days of accumulated sick leave benefits in the following cases of personal necessity:

10.4.1.1 Death of a member of his/her immediate family. Immediate family of a unit member, is defined as mother, father, grandfather, or grandmother, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law, of the unit member, or any relative living in the immediate household of the unit member.

10.4.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family as defined above, that is of such an emergency nature, that the immediate presence of the unit member, is required during his/her workday. Mechanical failure of vehicle is not defined as an accident.

10.4.1.3 Illness of members of the unit member's immediate family, as defined above, when such illness makes it impossible or inadvisable for the unit member to carry out his/her duties. It is agreed that this provision satisfies the District's obligations under Section 233 of the California Labor Code, effective January 1, 2000.

10.4.1.4 Appearance in court as a litigant, or as a witness under an official order. The unit member shall furnish evidence of the court appearance to the immediate supervisor who shall in turn attach it to the time sheet.

10.4.1.5 Adoption proceedings limited to picking up the child from the adoption agency, and court appearance in conjunction with the adoption.

10.4.1.6 Leave to be with a member of the unit member's immediate family, prior to overseas assignments as a member of the armed services of the United States.

10.4.1.7 Employees covered by this Agreement, may utilize a maximum of three (3) days of the eight (8) of sick leave for personal business if notification is provided one (1) day in advance.

10.4.2 Authorized use of personal necessity leave includes matters of compelling personal importance. Absence under this provision, must be requested and approved by the immediate supervisor in advance of the absence. Upon request of the unit member, the immediate supervisor shall provide in writing, the reason(s) for withholding such approval. The immediate supervisor may make exceptions to the notification and approval requirement in cases of emergency. No more than eight (8) total annual days of personal necessity leave may be authorized under this Article.

10.4.2.1 Upon return from a Personal Necessity Leave, unit members shall be required to submit such verification as may be required. Unit members shall be denied paid Personal Necessity absence benefits for purposes other than those defined above, and/or failure to comply with the absence verification requirements of the District.

10.4.2.2 Authorized use of Personal Necessity Leave does not include participation in employee work stoppage, sick-out, or slow-down, or employee association activities not authorized in advance by the District, which would curtail the normal operation of the District.

10.5 BEREAVEMENT LEAVE:

10.5.1 A unit member covered by this Agreement shall be granted up to three (3) days compensated leave due to the death of a member of the unit member's immediate family. If the immediate family member is a spouse, domestic partner, or child, the unit member shall be granted up to five (5) days compensated leave. If out-of-state travel or intrastate travel 500 miles or more is required, the unit member shall be granted two (2) additional days of compensated leave. Additionally, a unit member covered by this Agreement shall be granted up to seven (7) days of compensated leave as specified under the personal necessity leave section of this Article. Immediate family shall be defined as follows: spouse, domestic partner, parent, child, stepchild, stepparent, sibling, grandparent, grandchild, son-in-law, or daughter-in-law of the unit member, of the spouse of the unit member, or of the domestic partner of the unit member. Additionally, any relative living in the immediate household, or other adult who had the primary responsibility for the raising and care of the unit member shall also be defined as immediate family. Bereavement leave requests involving the death of other persons who had close emotional ties to the unit member will be considered on an individual basis.

10.5.2 In addition to the above bereavement leave, the personal necessity leave defined above may be used for bereavement.

10.5.3 Members of the unit, shall be required to contact the District Human Resources Department as required in Article 10.1.13 to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

10.5.3.1 The unit member shall submit his/her request in writing to his/her immediate supervisor, in order that the Payroll Office may be advised. Requests shall include name and relationship of the deceased.

10.6 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:

10.6.1 Unit members shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

10.6.1.1 A unit member who has sustained a job related injury or illness, shall report the injury to the immediate supervisor on the District accident form, no later than the next scheduled workday following the accident, or as soon as possible.

10.6.1.2 The industrial accident or illness must have arisen out of, and in the course of, employment of the unit member, and must be accepted as a bona fide injury or illness arising out of, and in the course of, employment by the District's compensation insurance carrier.

10.6.1.3 Allowable leave for such industrial accident or illness, shall be for the number of days of temporary disability, not to exceed sixty (60) working days, when the unit member would otherwise have been performing work for the District, in any one fiscal year for the same accident.

10.6.1.4 Allowable leave for industrial accident or illness shall not be accumulated from year to year.

10.6.1.5 The industrial accident or illness leave under this Article shall commence on the first day of absence.

10.6.1.6 When a unit member is absent from duties due to industrial accident or illness, the member shall be paid such portion of the salary due for any month in which absence occurs, as when added to temporary disability indemnity, will result in a payment of not more than full salary. The phrase, "full salary," as utilized in this subdivision, shall be computed so that it shall not be less than the unit member's "regular average weekly earnings."

10.6.1.7 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

10.6.1.8 During any paid leave of absence for industrial accident or illness, the unit member shall endorse to the District the temporary disability checks received due to industrial accident or illness. The District, in turn, shall issue the unit member's salary, in accordance with the provisions of 10.1.7.3, and shall deduct normal retirement and other authorized contributions.

10.6.1.9 The benefits provided by this article shall be applicable to all unit members immediately upon employment in the District.

10.6.1.10 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member elects to take as much of the accumulated sick leave accumulated compensating time, vacation or other available paid leave, when added to temporary disability indemnity, will result in payment of not more than full salary.

10.6.1.11 A unit member shall be permitted to return to service after an industrial accident or industrial illness leave upon presentation of a release from the District appointed physician and/or from the treating physician, as

determined by the District, certifying the unit member's ability to return to the position classification without restriction and without detriment to their physical and emotional well being. If the return to work is authorized on a restricted basis, the District will determine whether there is any reasonable accommodation possible in light of the employee's ability to perform the essential functions of his/her position, subject to confirmation of the ability to perform such functions as determined by a physician selected and paid for by the District.

10.6.1.12 Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on industrial accident or illness leave, may be reinstated in a position in the same classification without loss of status or benefits.

10.6.1.13 When all available leaves of absence, paid or unpaid, have been exhausted, and the unit member is not medically able to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the unit member shall be employed in the first equivalent position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case, he/she shall be listed in accordance with the appropriate seniority regulations.

10.6.1.14 A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

10.7 JUDICIAL AND OFFICIAL APPEARANCE LEAVE:

10.7.1 Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought through the initiation, connivance, or misconduct of the unit member.

10.7.2 For any necessary court or governmental agency appearance, the unit member may utilize personal necessity leave. However, if any court or governmental agency appearance is required of a unit member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

10.7.3 The District agrees to grant to members of the bargaining unit, regularly

called for jury duty in the manner provided by law, and leave of absence without loss of pay, for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between the regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Unit members are required to return to work during any day in which jury duty services, for less than three (3) hours, are required. Any unit member whose regular assigned shift commences at 2:00 p.m. or after, shall also be relieved from work with pay if jury duty services exceed three (3) hours. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

- 10.8 MILITARY LEAVE: A unit member shall be entitled to any military leave, including paid leave from the District where required by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. CSEA reserves the right to approach the Board of Trustees for additional leave in times of national emergency.

10.9 GENERAL PROVISIONS:

10.9.1 A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

10.9.2 A leave protects the unit member by holding a place for such member in the District until the leave expires, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, that the return assignment will be in the same site where such unit member was assigned when the leave was authorized.

10.9.3 Unit members on a paid leave of absence, unless otherwise provided herein, shall accumulate all benefits and wages the same as if they were not on leave. Those who go on to an unpaid leave, during any pay period, shall receive their health and dental coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage, pursuant to the terms of the insurance plan in effect, at their own expense, provided they made advance payment of the premium in a manner required by the District.

10.9.4 Part-time regular unit members shall be entitled to leaves of absence to that portion of the leave, as the number of hours per day of scheduled duty, relates to the number of hours for a full-time unit member in a comparable position.

10.9.5 It is agreed that a unit member who is absent from work other than for those

days as authorized by State law or authorized leave provisions of this article, is taking an unauthorized absence in violation of this Agreement. The District will deduct a salary amount equal to the daily rate of pay for each day of unauthorized absence, and such member shall be subject to disciplinary action.

10.9.6 Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence for a period of three consecutive workdays without following the established District procedure for reporting an authorized leave of absence, shall be deemed to have abandoned employment with the District. The District and the Association will need to consider any extenuating circumstances, however, the District shall make the final decision.

10.9.7 Members of the unit on paid or unpaid leave of absence, for reasons other than industrial accident or illness, for twenty-six percent (26%) or more of the required days of service, shall be ineligible for step (increment) advancement on the salary schedule.

10.9.8 The extension of paid and unpaid leaves, shall be at the sole discretion of the District. Members of the unit who are denied extension of a paid or unpaid leave, shall return to work at the expiration of the previously approved leave, or shall resign from employment with the District.

10.10 FAMILY AND MEDICAL LEAVE: The District and CSEA will negotiate the implementation of state and federal family leave laws. The agreement for implementation will be reduced to a written memorandum of understanding. The parties recognize that while some of these benefits may overlap, and some may provide more generous benefits than others, the three plans are not cumulative. Rather, an eligible unit member shall be entitled to use the most generous benefits available to him/her, depending upon his/her eligibility, specific individual circumstances, and the provisions of contract, federal, and state law.

10.11 OTHER LEAVES AND ABSENCES: A request for any leave or absence not covered by the terms of this Agreement, may be considered by the District on an individual basis, and at the discretion of the District.

10.12 BREAK IN SERVICE: 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.

10.13 CATASTROPHIC LEAVE: A permanent employee who has exhausted all paid leave due to his/her catastrophic illness/injury, may request the District and CSEA to

negotiate a Memorandum of Understanding providing for donation of sick leave. Any such donations shall be pursuant to the Memorandum of Understanding reached for the benefit of that employee, and shall be irrevocable. If agreement cannot be reached in a particular case, no donation of sick leave shall be permitted.

ARTICLE XI
PROMOTION/TRANSFER POLICY

11.0 Bargaining unit members are encouraged to apply for District promotional vacancies.

11.1 Unit members applying for a promotional vacancy, must request consideration in writing to the District Personnel Office, by the date indicated on the vacancy announcement.

11.1.1 When a position becomes open which provides opportunity for promotion, the District shall advertise in house with the option to advertise to outside applicants. While seniority is a factor that will be considered, it is not the controlling factor. The District reserves the right to hire and promote only the most qualified employee.

11.2 Any unit member who has taken and passed a test required for initial employment or for any promotional position within the bargaining unit, shall not be required, within the next twelve (12) months, to retake the same test in order to meet the requirements of promotion to that position.

11.2.1 Upon request, any unit member who fails a test required for a position shall be provided their final score of the test and notified which areas of the test on which the member performed poorly. The unit member may retest when there is a vacancy for which they are applying and the District is hiring for the position.

11.3 Unit members must take any test(s): (1) required of a classification for which they have not already qualified, or (2) which they have not taken in the previous 12 months.

11.4 Clerical exams such as typing, and word processing, can be taken at other educational institutions, and a written certificate as notice of qualifications will suffice, and be accepted by the District within the last twelve (12) months.

11.5 Notice of all job vacancies, shall be posted on bulletin boards at each site and the District website. Such notices shall be posted for a period of not less than five (5) days.

11.6 A permanent unit member who has vacated a position to accept a promotion may, at his/her request, or if found unsatisfactory to the District, be reinstated during the probationary period to permanent status in his/her former classification, unless dismissal or suspension proceedings are imminent. Such action shall be without prejudice.

11.7 A Probationary unit member who has accepted a promotional position must first resign from their prior assignment before being approved to their new promotional position. The employee will have to fulfill 6 months of probationary status. If the unit member is relieved of their duties prior to completing their probationary period they will

no longer be employed by the district.

11.8 Any unit member receiving a promotion to another classification in the bargaining unit, shall remain in the same step as in the classification immediately vacated, or a step in the new classification that reflects a five percent (5%) raise increase.

11.9 New employees may be given credit for previous related experience at the rate of one (1) step per one (1) year of related experience, or at the discretion of the superintendent or his/her designee. The employee will be placed on the appropriate higher step, up to and including step 5, upon employment. Such prior service shall meet all of the following criteria:

11.9.1 Previous service was rendered at a public (or private) school system within the United States of America, Canada, or independent schools maintained for American overseas dependents.

11.9.2 Previous service was rendered in a position comparable to the initial assignment, as reasonably determined by the Assistant Superintendent Human Resources or his/her designee.

11.10 The District shall have the sole authority to determine when and where an opening exists within the unit of classified employees described in Article I, Certification of Representative, of this Agreement. The Superintendent, or his/her designee, shall have the power to transfer unit members from one work site to another work site, subject to the provisions set forth in this article.

11.11 TRANSFER DEFINITIONS: A transfer refers to any District action which results in the movement of a unit member from one work site to another.

11.11.1 A transfer may be voluntary (initiated by a unit member).

11.11.2 A transfer may be involuntary (initiated by the District).

11.12. VOLUNTARY TRANSFERS: When an additional position within an existing class or an existing position within a class becomes open, the District shall offer the opportunity to unit members, serving in the class in the District, to request a transfer. Requests to transfer will be given first consideration over outside applicants. However, current employment with the District and/or seniority is not an assurance that a unit member will receive a transfer. The District retains the right to hire or transfer only the most qualified employee.

11.12.1 All vacancies shall be posted for not less than five (5) working days.

11.12.2 A unit member's request for transfer, shall be submitted to the District Personnel Office, and a copy given to the immediate supervisor, in writing, by the

closing date in the vacancy announcement.

11.12.2.1 Employees may request a transfer in writing prior to a vacancy occurring. These requests will be kept on file at the Personnel Office for one (1) year and will be considered with all other transfer requests at the time of each in-class vacancy announcement.

11.12.3 The parties agree that transfers shall not be made or denied on arbitrary grounds and that, in an attempt to maintain effective performance and satisfactory personnel relations, the following criteria will be the sole reasons for denial of a voluntary transfer:

11.12.3.1 Elimination of a vacancy and withdrawal of a vacancy announcement.

11.12.3.2 Failure to comply with the request procedure as set forth in 11.11.2 and 11.11.2.1.

11.12.3.3 Abuse or misuse of leave as delineated in Article X. However, catastrophic illness or operation(s) of the unit member, or a member of the family of the unit member requiring the unit member's presence, and/or bereavement, shall not be considered as misuse or abuse of the leave provisions.

11.12.3.4 Less than satisfactory evaluations.

11.12.3.5 Balancing staff for the purpose of meeting legal obligations.

11.12.3.6 Best interests of the District and pupils as determined by the Assistant Superintendent Human Resources or his/her designee, subject to Board review.

11.12.3.7 In the event there are two or more employees requesting a transfer, the following criteria will be considered in meeting the overall staffing needs:

11.12.3.7.1 Program needs of the school as determined by the administration.

11.12.3.7.2 Training, experience, and evaluations.

11.12.3.7.3 Length of service (seniority).

11.12.3.7.4 If two or more employees requesting transfer are considered equal by all other criteria, seniority shall be the determining factor.

11.12.3.7.5 Upon written request within ten (10) working days of the denial of a transfer request, the unit member shall be given a conference and written reason(s) for such denial.

11.12.3.7.6 Eligible unit members requesting transfers shall not be required to test for the transfer position.

11.13 INVOLUNTARY TRANSFERS: An involuntary transfer of probationary or permanent employees, may be initiated by the District at any time.

11.13.1 Upon written request, within ten (10) working days of notification of an involuntary transfer, the unit member shall be given a conference and/or written reason(s) for such transfer.

11.13.2 An involuntary transfer may be made by the District for any of the following reasons:

11.13.2.1 Program needs of the school as determined by the administration.

11.13.2.2 Balancing staff for the purpose of meeting legal obligations.

11.13.2.3 A change of enrollment or workload necessitating transfer of classified staff.

11.13.2.4 Improved efficiency of the District.

11.13.2.5 Reassignment of a member of an employee's family in compliance with District policy and regulation.

11.13.2.6 An opportunity to evaluate an employee in a different school or location.

11.13.2.7 Significant personality conflicts between the transferred employee and others at the work site.

11.14 SHORT TERM ASSIGNMENT: The District agrees to consider for any short term assignment any permanent classified employee whose most recent overall performance evaluation is good or better. The classified employee must meet the qualification requirements for the short term assignment. Short term assignments shall be posted five (5) working days in advance, if the opening is known at that time. An employee who is not selected may request a written statement of the reason within five (5) working days.

ARTICLE XII

EVALUATION PROCEDURES AND PERSONNEL FILES

12.0 EVALUATION PROCEDURE: The District retains the sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. A unit member considering an evaluation to be unjust may confer with the evaluator's supervisor regarding the evaluation and those administrators in respective chain of command through procedures established by the District.

12.1 Any grievance shall be limited to a claim that the procedures herein have been violated.

12.2 Formal annual evaluations for permanent unit members shall be completed once per year from April 1 to June 30.

12.2.1 The District and Association recognize that in addition to the annual evaluation, it is at times necessary to notify and assist unit members to correct identified deficiencies. Accordingly, in addition to the annual evaluation, the District may conduct interim formal evaluations for all unit members. Interim evaluations shall be conducted in accordance with the following procedures:

12.2.1.1 Interim evaluations shall be completed either using the same form as for the annual evaluation, or according to the District's "Suggested Format for Corrective Interview."

12.2.1.2 The interim evaluation shall indicate the problem area(s), the corrective measure(s) to be taken, and shall specify a period of time within which, the correction of problem(s) should occur. The interim evaluation shall also calendar the time for a follow-up evaluation which shall be within a reasonable period of time, but not more than six (6) months from the date of the interim evaluation.

12.2.1.3 The follow-up evaluation shall be attached to the interim evaluation in the unit member's file.

12.3 Formal evaluation for probationary unit members shall normally occur two (2) times during the probationary period; the first of which, will occur at the end of three (3) months of service, the second of which, will occur near the end of six (6) months of service.

12.4 Formal evaluations for unit members, shall be completed by the immediate supervisor on appropriate district evaluation forms, as attached in Appendix B for reference, but which do not constitute a part of this Agreement. Such forms shall be signed by both the evaluator and the unit member.

12.5 One (1) copy of the evaluation shall be retained by the unit member, one (1) copy

of the evaluation shall be placed in the unit member's personnel file, and one (1) copy of the evaluation shall be held in the evaluator's file.

12.6 No evaluation of any unit member, shall be placed in his/her personnel file without an opportunity for discussion between the unit member and the evaluator.

12.7 No negative evaluation of the unit member's performance, shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator(s) from others (such as parents and citizens), unless the unit member is first given notice, and an opportunity to review and comment, including the right to enter his/her written comments into the records. Prior to a complaint being referenced in an evaluation, it shall be placed in writing and presented to the bargaining unit member, who shall be given an opportunity to review and respond to the complaint as described in this article.

12.8 Directed assistance shall be provided, if determined appropriate by the evaluator(s). A unit member may request directed assistance to correct identified deficiencies.

12.9 The unit member shall have the right to review and respond to any derogatory evaluation in accordance with Section 12.11.2.

12.10 No unit member shall be required to formally evaluate any other unit member(s).

12.11 PERSONNEL FILES:

12.11.1 The personnel file for each unit member, shall be maintained at the District's central administration office.

12.11.2 Unit members shall be provided copies of any derogatory written material before it is placed in the unit member's file. The unit member shall be given an opportunity during normal working hours, and without loss of pay, to initial and date the material, and to prepare a written response to such materials. The written response shall be attached to the material and shall be made within five (5) days.

12.11.3 A unit member shall have the right to examine, during the unit member's non-working time, and/or obtain copies at his/her expense, any material from the unit member's personnel file, with the exception of material that includes rating, reports, or records which were obtained prior to the employment of the unit member involved, or were prepared by identifiable examination of the unit member involved, or were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

12.11.4 A unit member may have another person or representative accompany him/her to assist in the examination of his/her personnel file.

ARTICLE XIII
RETRAINING AND STUDY LEAVE

13.0 RETRAINING AND STUDY LEAVE:

13.0.1 Educational Code section 45381. A leave of absence, paid or unpaid, for study/retraining, may be granted to any member of the bargaining unit, for a period not to exceed one (1) year, at the discretion of the District.

13.0.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods, rather than a continuous one (1) year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual, intervening between the authorized separate periods, shall comprise a part of the service required for subsequent leave of absence, for study or retraining purposes.

13.0.3 Educational Code section 45382. Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding the granting of the leave.

13.0.4 Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.

13.0.5 No more than one (1) study leave of absence shall be granted in each seven (7) year period.

13.0.6 No more than one (1) retraining leave of absence shall be granted in each three (3) year period.

13.0.7 The District may prescribe standards of service which shall entitle the employee to the leave of absence.

13.0.8 Any leave of absence granted under this Article, shall not be deemed a break in service for any purpose, except that such leave shall not be included as service, when computing service for the granting of any subsequent leave under this Article.

13.0.9 A unit member shall not earn vacation pay, sick leave, or holiday pay while taking leave granted under this Article.

13.1 CONFERENCES/TUITION/SEMINARS: Reimbursement shall be as current District policy and the Staff Development Committee establishes in Article XIV.

ARTICLE XIV

PROFESSIONAL GROWTH

14.0.1 DEFINITIONS:

14.0.2 Acceptable Grade. Only semester hours/seminars/workshops or programs with a grade of "C" or better may be submitted for salary credit.

14.0.3 Approved Coursework. Written approval of all coursework is required in advance by the Superintendent before credit may be given. If advance written approval has not been granted by the Superintendent, credit will not be given. Either the employee requesting approval for the coursework or the Superintendent may request a meeting. Each may invite one (1) employee of the District who is knowledgeable about the requirements of the employee's position and the needs of the District.

14.0.4 Class Hours. One class hour shall be earned for every 60 minutes spent in a classroom situation.

14.0.5 Credit. Credit for classes shall be provided as follows:

Total Class Hours	Points (Units) Earned
1 - 15	1
16 - 20	1-1/2
21 - 30	2
31 - 40	2-1/2
41 - 50	3
51 - or more	3-1/2

An annual stipend of \$250.00 will be earned by an employee who completes ten approved and authorized points. The stipend will be paid in equal monthly installments. Each additional ten points earned will add an additional \$100. The stipend shall become effective one month after the District has verified the completion of the requisite number of points.

Credit points must relate to the employee's general area of employment, or be credit points earned to advance the employee's educational plan goals. All points must be approved in advance by the Superintendent in order to count for stipend credit. The Association and the District agree that certain authorized self education of employees may be advantageous to the environment of examples to students, improving self worth, and bettering employees for employment.

14.0.6 Deadlines for Salary Changes for Professional Growth. Salary changes for professional growth shall be recorded with official transcripts in the District office before September 15 and shall be effective in the month of October for that school year.

14.0.7 Equivalent Semester Hour. The term "equivalent semester hour" shall mean a semester hour earned by such means as may be approved by the professional growth committee and the Superintendent.

14.0.8 Recorded. The term "recorded" shall mean the classified unit member has presented an official transcript or grade report for regular semester hours earned, grade cards, or other approved records or night classes, affidavits, or approved report from the supervisor or instructor for equivalent semester hours earned, and a record of same has been made by the District office.

14.0.9 Regular Semester Hour. The term "regular semester hour" shall mean semester hour as accepted by WASC-approved colleges, universities, and evening division adult night school classes.

14.0.10 Repeat Courses. Repeat courses may be taken for acceptable credit only if approved in advance by the Superintendent.

14.0.11 Responsibility for Recording Units. It is the sole responsibility of the unit member to record units or hours earned in order to receive credit on the salary schedule.

14.0.12 Unit Value of College. One quarter hour is equivalent to two-thirds of a semester hour.

14.1 ACCEPTABLE PROGRAMS:

Professional growth may be achieved through participation in any of the following categories which are related to the employees' current job responsibilities and which are approved in advance in writing by the Superintendent. Credit will not be given if the Superintendent's approval is not received in advance in writing.

14.1.1 College courses;

14.1.2 District-sponsored courses;

14.1.3 Workshops;

14.1.4 Institute lecture programs;

14.1.5 Selected adult education classes; and

14.1.6 Programs/workshops provided by the county office.

14.2 RESPONSIBILITY OF INDIVIDUAL CLASSIFIED EMPLOYEES:

In order to qualify for any professional growth increment, it shall be the responsibility of the individual classified employee to:

14.2.1 Submit all documentation to the Superintendent in advance of the course for approval.

14.2.2 Notify the District office by May 1 of each year if he/she plans to qualify for a professional increment for the following school year.

14.2.3 Submit official transcripts of completed coursework to the District office by September 15 of each year with required transcripts or grades.

14.2.4 If additional unexpected opportunities arise for classes/workshops, submit to the Superintendent a request for review by the professional growth committee for prior approval.

14.2.5 Verify whether the Superintendent has approved the training prior to commencing the training.

14.3 The District office will maintain a professional growth record for each participating employee.

ARTICLE XV
CLASSIFICATION/RECLASSIFICATION POLICY

15.0 Each bargaining unit position shall be placed in a classification with a designated title, and shall have a regularly assigned minimum number of hours per day, days per week, and months per year, as well as a specific statement of the duties to be performed in each such position, and a regular monthly/hourly salary range.

15.1 When there is reason to believe, by any party involved, that a position has evolved to an assignment that may be outside the employee's regular classification because of a gradual accretion of duties, a review shall be conducted through the personnel office. This review may be initiated by the District, the employee, or the supervisor of said parties.

15.1.1 The forms and procedure for the review will be provided by the District personnel office to the individual who initiates the review.

15.1.2 The requests for review of a position(s) will be no more than once in a twelve (12) month period. The window period for submitting the reclassification review requests, shall be limited to January 1 through March 31 each year. Positions that have been affected by a reorganization of the District may be reviewed at times other than the window period. CSEA will be notified of any reorganization of classified employees or positions within the District.

15.1.3 The reclassification review and determination shall be targeted for completion by the personnel office within sixty (60) calendar days following the receipt of the request in the personnel office. The personnel office will notify CSEA and the employee in the event the review cannot be completed within the 60 days and provide specific reasons for their failure to do so.

15.1.4 In the event the initiating party is dissatisfied with the determination, she/he may appeal such determination within fifteen (15) calendar days of the notification. The appeal will be reviewed by the Superintendent and personnel office, a CSEA representative, and a representative from a consulting firm (if any) retained by the District, with the individual initiating the review. If agreement is reached, it will be forwarded to the Superintendent as a recommendation. A final decision will be made by the Board of Trustees after a review of all facts. There will be no decrease in salary as a result of reclassification unless negotiated with CSEA. CSEA will be notified of the date of the meeting when the Board of Trustees will make a decision on the reclassification request, and will be given an opportunity to present facts and arguments on reclassification issues.

15.2 NEW CLASSIFICATIONS: In the event the District hereafter creates a new job classification or substantially changes the duties of an existing classification to which this Agreement applies, the District and CSEA shall meet to negotiate with regard to whether or not such position is to be included within the bargaining unit and the rate of pay to be assigned to such position. In the event there is a dispute as to whether or not the position is to be included within the bargaining unit, either party may petition the Public Employment Relations Board for unit determination. If there is a dispute as to the appropriate rate of pay, minimum qualifications, or job title to be assigned the position, the parties shall meet and negotiate regarding the dispute.

15.3 RECLASSIFICATION: The basis for the reclassification of a position must be a gradual accretion of duties and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities.

ARTICLE XVI

SAFETY CONDITIONS OF EMPLOYMENT

16.0 The District shall provide safe working conditions, as determined by the District, for all unit members, within the fiscal capabilities of the District, and provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

16.1 Determinations of safe working conditions shall be made by the District and shall be in compliance with state and federal law.

16.2 When hazardous conditions are determined to exist, the site administrator will make necessary adjustments until the unsafe conditions are corrected.

16.2.1 A unit member shall not be required to perform duties under conditions which pose an immediate and/or serious threat of bodily harm to the unit member, provided that the unit member has exhausted reasonable means within his/her discretion to remedy the condition.

16.2.2 The District realizes the responsibility for providing safe working conditions is that of the District. Unit members shall follow safe procedures and practices in the performance of their duties. In addition, the responsibility of reporting unsafe and hazardous conditions to the site administrator, is that of all unit members.

16.3 A Safety Committee shall be formed and shall include at least two (2) representatives designated by CSEA.

16.3.1 The Committee shall make recommendations concerning improvement in health, safety and sanitation.

16.4 CSEA and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the employee.

16.5 Employees and/or Association safety representatives shall report in writing, any unsafe conditions that exist, to the designated safety officer within the District. The report should include recommendations for the remedial steps to be taken.

16.6 The designated safety officer shall give written response to reports of safety hazards indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time, permitting investigation, evaluation and proposed determination.

16.7 The District will supply appropriate equipment when employees are required to give CPR, and shall monitor safety equipment periodically.

16.8 Where the District requires a valid American Red Cross CPR license or first-aid certificate as a condition of employment for a particular position, it shall provide current

employees with an annual opportunity to take the required training free of charge, fee for certificate still applies. Notice shall be given of upcoming CPR and First Aid certifications trainings at least three (3) months prior to the date of the training. Employees who require a valid CPR license or First-Aid shall keep them up to date. If an employee allows the CPR license or First Aid certificate to expire, the employee will be placed on unpaid leave until the information is updated and current.

ARTICLE XVII
EMPLOYEE EXPENSES AND MATERIALS SAVINGS

17.0 UNIFORMS: The District shall pay the cost of the purchase, lease, rental and maintenance of uniforms and equipment, when the District requires same to be worn or used by bargaining unit members. If uniforms are a wash-and-wear article, the employee shall be responsible for cleaning.

17.1 TOOLS AND SUPPLIES:

17.1.1 The District agrees to provide tools, equipment and supplies determined necessary, by the District, for the performance of employment duties and consideration of the safety of the employee.

17.1.2 Unit members shall be required to properly care for and use District tools, equipment and/or supplies entrusted to the unit members.

17.1.3 In special classifications, the District and employee may agree in advance in writing that the employee furnish his/her own tools--for example, a mechanic. Tool breakage shall be reimbursed by the District, provided use of the tool was District approved in advance, if the breakage occurs while on school business and provided that the employee was not negligent in the use or proper storage of the tools. The employee shall furnish the District with a list of tools or equipment prior to employment.

17.2 PHYSICAL EXAMINATIONS: Any medical examination required as a condition of continued employment, shall be provided by the District, and may include physical or mental examination of the unit member by a physician or other qualified person designated by the District.

17.3 MILEAGE, MEALS LODGING EXPENSES: The District shall reimburse unit members for private car mileage, meals, and lodging expenses incurred while performing approved job related duties, according to District policy and administration regulations.

ARTICLE XVIII
TRANSPORTATION

18.1 The parties agree the District will contract with an outside contractor for all pupil transportation services and functions.

18.1.1 The Association acknowledges the District's contractual and exclusive right to determine the level of services to be performed by the contractor.

18.1.2 The Association acknowledges and agrees that the level of services may fluctuate during the course of the contract and any extensions thereof.

ARTICLE XIX

DISTRICT RIGHTS

19.0 All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue in whole or in part, temporarily or permanently, any of the following:

19.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.

19.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds, all investment policies and practices, all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.

19.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service and activity functions assigned to such properties.

19.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public, the nature, methods, quality, quantity, frequency, and standards of service, and the personnel, facilities, vendors, supplies, material, vehicles, equipment, and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including education, support, construction, maintenance, and repair services.

19.5 The utilization of personnel not covered by this Agreement, including but not limited to, substitutes in any capacity -- individuals who are hired specifically to perform extra-duty assignments or who are hired on an hourly basis and are not otherwise regularly employed by the District--employees whose primary work is not with the District--casual, provisional personnel, consultants, certificated personnel and supervisory or managerial personnel, to do work which is normally done by employees covered hereby, within statutory limitations, and the methods of selection and assignment of such personnel.

19.6 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when, and where there is a job opening.

19.7 The job classification, contents, and qualifications thereof, and the duties for all unit members.

19.8 The duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards.

19.9 The dates, time, and hours of operation of District facilities, functions, and activities, work schedules, and the school calendar.

19.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.

19.11 The rules, regulations, and policies for all employees, students, and the public, subject only to clear and explicit limitations contained in this Agreement.

19.12 The retirement of employees.

19.13 The termination or layoff of employees as a result of the exercise of any of the rights enumerated above, or as a result of the exercise of any of the rights of the District not limited by the language of this Agreement.

19.14 In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify, or discontinue in whole or in part, temporarily or permanently, any of the following.

19.14.1 The rates of pay for any classifications implemented during the term of this Agreement.

19.14.2 Security and safety measures and rules for employees.

19.14.3 The transfer of employees District-wide.

19.14.4 Staffing patterns.

19.14.5 The administration of all employees health and benefit plans, including the

selection of all carriers of health and benefit plans, and the manner and method of funding such loans.

19.14.6 When overtime shall be worked, and whether to require employees to work overtime.

19.15 All other rights of management not expressly limited by the language of the agreement are also expressly reserved to the District, even though not enumerated above, and the express provisions of this agreement and the rights expressly reserved by the EERA and other laws to the exclusive representative constitute the only the contractual limitations upon the District's right. The exercise of any right reserved to the District herein in a particular manner, or the nonexercise of any such right shall be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

19.16 Any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article XXI.

19.17 It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish, in any way, the rights of the Association or of the unit members as expressly set forth elsewhere in the Agreement. It is the parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitations upon the District's rights.

19.18 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement, in case of emergency. Emergency shall be defined as unusual occurrences which were not anticipated and which are not expected to recur. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the grievance provisions set forth in Article XXI, unless the grievance in question is an allegation that the District has violated a provision of some other article of this Agreement, which article itself is subject to grievance procedures. If there is a direct conflict between the rights set forth in this article and the provisions of another article of this Agreement, the language of the latter shall prevail.

ARTICLE XX

CONCERTED ACTIVITIES

20.0 Apart from, and in addition to, existing legal restrictions upon and remedies for work stoppages, the association hereby agrees that neither it nor its members or representatives or the unit member of persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature, whatsoever or wheresoever located, during the life of this Agreement for any cause of dispute, whatsoever or wheresoever located, including but not limited to: disputes which are subject to the grievance and arbitration provisions of Article XXI, disputes which are specifically not subject to the grievance and arbitration provisions of Article XXI, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons, or employers, and/or jurisdictional disputes. In the event of any strike, walkout, slowdown, sick-out or work stoppage, or threat thereof, the Association and its officers shall take the steps reasonably within its control to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.

20.1 Any unit member authorizing, engaging in, encouraging, sanctioning, recognizing, or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this article, or refusing to perform duly assigned services in violation of this article, shall be subject to termination in accordance with applicable law. The District reserves the right to selectively discipline members hereunder.

ARTICLE XXI
GRIEVANCE AND ARBITRATION

21.0 DEFINITIONS FOR THIS ARTICLE ARE AS FOLLOWS:

21.0.1 A "grievance" is an allegation by a unit member or CSEA that the District has violated a provision of this Agreement, and that by reason of such violation, the unit member's (s') or CSEA's rights have been adversely affected. Should a unit member or CSEA have a complaint on matters not covered by the terms and conditions of this Agreement, the unit member or CSEA may process said complaint through the administrative chain of command.

21.0.2 A "grievant" is a District employee in the unit covered by this Agreement, or the Exclusive Representative, who files a grievance.

21.0.3 A "day" is any weekday in which unit members are required to render services to the District.

21.0.4 The "immediate supervisor" is the first level administrator having immediate jurisdiction over the grievant.

21.0.5 A "District grievance form" shall mean a District-provided form completed in writing (see Appendix C).

21.1 GENERAL PROVISIONS:

21.1.1 The purpose of the procedure, is to attempt to secure, at the level of the immediate supervisor, solutions to alleged violations of the provisions of this Agreement.

21.1.2 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily, on an informal basis at the immediate supervisor level. The District and CSEA representatives agree that every effort will be made by the District and the aggrieved party to settle grievance at the lowest possible level.

21.1.3 The unit member may have representation at all levels of the grievance procedure.

21.1.4 All documents dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants. The grievant shall have access to all grievance documents in such file.

21.1.5 Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally, such meetings will be scheduled in such a manner that they will not conflict with regular duties; however, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable release time, without loss of salary, will be provided to the grievant and his/her authorized representative, if any. In addition, witnesses to an arbitration hearing shall be given release time while testifying. This constitutes reasonable periods of release time within the meaning of Government Code section 3543.1(c).

21.1.6 When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the District and CSEA. Failure to comply with time limits, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information (at the grievant's disposal) relating to the subject matter of the grievance, shall be deemed a termination of the grievance by the employee.

21.1.7 In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed, until it is processed through the grievance procedure, neither the grievant, nor CSEA, nor the District shall make public the grievance. Documents relevant to processing a grievance, shall be furnished upon request by either party.

21.1.8 Nothing contained in this grievance procedure, shall be construed as limiting the right of a unit member, at any time, to present grievances to the District, and have such grievances adjusted, without the intervention of CSEA, as long as the adjustment is consistent with the terms of this agreement and section 3543 of the Government Code; however, the District shall not agree to a resolution of said grievance until the Association has received, from the District, a copy of the grievance and the proposed resolution, and has also been given the opportunity to file a response.

21.1.9 The grievant shall be entitled, upon request, and with advance notice of at least one day, to Association representation at all grievance meetings beyond the informal level.

21.1.10 No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner, in the grievance procedure.

21.1.11 If the grievance arises from an action of authority higher than the supervisor, the grievant, if dissatisfied with an informal meeting with the administrative authority involved, may submit such grievance in writing, as required in Level I, to the Assistant Superintendent of Human Resources, and processing of such grievance will commence with Level II. This shall not serve to extend the timelines for filing at Level I.

21.1.12 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level in this grievance procedure, shall be considered as maximum and every effort shall be made to expedite the process. The time limits, however, may be extended by mutual agreement.

21.1.13 If the grievance is not processed by the grievant in accordance with the time limits set forth in this article, it shall be considered settled on the basis of decision last made by the District. If the District fails to respond to the grievance in a timely manner, at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

21.1.14 The filing of a grievance, shall in no way interfere with the right of the District to carry out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.

21.1.15 Any monetary award or settlement under these procedures, shall be made by supplemental check, or be included in the next regular monthly check.

21.2 LEVEL I: Before filing a formal written grievance, the unit member shall attempt to resolve the complaint by an informal conference with his/her immediate supervisor. At the meeting, the employee shall advise the supervisor that the meeting is an informal level grievance meeting. Both the employee and supervisor may be accompanied by a representative at this conference, if so desired.

21.3 LEVEL II:

21.3.1 Within ten (10) days after the occurrence of the act of omission giving rise to the grievance, or within ten (10) days of the time when the unit member, by reasonable diligence, should have known of the act or omission giving rise to the grievance, the grievant must file, on the appropriate form, his/her grievance with the site administrator.

21.3.2 The statement shall be a clear, concise statement of the circumstances giving rise to the grievance and shall include the citation of the specific article, section, and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference and the specific remedy sought.

21.3.3 The site administrator (or designee), or the grievant, may request a personal conference.

21.3.4 The site administrator (or designee), shall communicate his/her decision to the grievant in writing, within ten (10) days after receiving the grievance.

21.4 LEVEL III:

21.4.1 If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision on the appropriate form, to the Superintendent (or designee), within ten (10) days after the receipt of the decision. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

21.4.2 A conference shall be held at the request of either the grievant, or Superintendent (or district designee).

21.4.3 The Superintendent (or district designee), shall communicate his/her decision to the grievant in writing, within ten (10) days after receiving the grievance. If the Superintendent (or district designee), does not respond within the time limits provided, the grievant may appeal to the next level.

21.5 LEVEL III A - OPTIONAL MEDIATION:

In the event the grievance remains unresolved after Level III, the Association and the District may agree to jointly request that the State Mediation and Conciliation Service appoint a mediator to mediate the grievance. The Association and the District can also agree on a neutral person to be appointed as mediator.

Any such request will be made within ten (10) workdays after the written decision of the superintendent/designee is rendered. Within ten (10) working days of such a request the District and the Association will meet to attempt to agree on a mediator. The decision to use mediation is by mutual agreement only. If no resolution is reached, the grievance may proceed to arbitration. Timelines can be extended by mutual written agreement.

21.6 LEVEL IV - ARBITRATION:

21.6.1 It is understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the grievance procedure described heretofore in this article. The provisions of Article I, "Recognition," Article XIX, "District Rights," Article XX, "Concerted Activities" and Article III, "Salary," (Reopener), are specifically excluded from arbitration, under the provisions of this article.

21.6.2 If the Association is not satisfied with the decision at Level III, the Association may within ten (10) days of the conclusion of Level III, submit a request in writing to the Superintendent for arbitration of the dispute. The Association and the District shall attempt to agree upon an arbitrator, provided that the parties may mutually agree to attempt resolution via mediation as an intermediate step prior to proceeding to arbitration. If the matter is not resolved via mediation, the Association shall have ten (10) days from the conclusion of the mediation to submit a written request for arbitration to the Superintendent/designee. If no agreement on an arbitrator can be reached, the parties shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools who reside in the Southern California area and who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until only one name remains. The first strike shall be determined by lot. The remaining panel member shall be the arbitrator.

21.6.2.1 The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including fees for witnesses and conferees, shall be borne by the party incurring them. Only witnesses and representatives considered vital to the hearing process, as determined by the arbitrator, shall be present at the hearing.

21.6.2.2 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level.

21.6.2.3 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, within thirty (30) calendar days to all parties the written findings he/she has prepared. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be binding on the parties, provided that both parties retain the right to seek judicial review of the decision as provided in Code of Civil Procedure.

21.6.3 Limitations on the Authority of the Arbitrator:

21.6.3.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in written briefs.

21.6.3.2 The arbitrator shall not have authority, nor shall he consider it his function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

21.6.3.3 The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law.

21.6.4 Defenses and Arbitrability:

Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

If there is a question of grievance arbitrability, it will be decided by the arbitrator. The Association and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

21.6.5 Time Limits:

If a grievance is not processed by the grievant or Association in a timely manner in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next level.

ARTICLE XXII

DISCIPLINARY ACTION

22.0 DEFINITIONS: For purposes of this Article, the following definitions will be controlling.

22.0.1 Day: A calendar day.

22.0.2 Demotion: A change in the employee's classification resulting in a reduction in pay rate, either per month or rate per hour, without the employee's written voluntary consent.

22.0.3 Discipline: A suspension, demotion (other than reduction in hours of employment or assignment to a lower class, pursuant to sections 45101(g) and 45298 of the California Education code) and/or dismissal from employment.

22.0.4 Dismissal: The involuntary separation from service initiated by the administration and approved by the Board. It may also be referred to as "termination of employment."

22.0.5 Informal Corrective Measures: The parties acknowledge that informal corrective measures such as verbal warnings, evaluations, conferences, written warning notices or reprimands, letter to personnel files, voluntary and involuntary, and the like, are not disciplinary action, as defined in this article. While there is no requirement that disciplinary action, as defined in this article, be preceded by the informal corrective measures described above, the parties recognize the value of such measures and in no way, intend to discourage or limit the use of such measures, by this article.

22.0.6 Suspension: Suspension means involuntary absence from work without pay, initiated by the administration and approved by the Board, by the employee's immediate supervisor and approved by the governing board.

22.0.7 Promotional Probationary Employee: A permanent employee servicing a probationary period in a promotional assignment.

22.1 PROBATIONARY EMPLOYEES:

22.1.1 During the initial probationary period, or promotional probationary period, if a unit member's deficiencies or conduct concerning job performance in the new job or promotional assignment, the unit member shall not have the protections set forth in this article.

22.1.2 Permanent employees serving in a promotional probationary position, in accordance with Article XI, section 11.6, may be reinstated at any time during the probationary period to permanent status in their former classification, without the benefit of any of the protections of this Article. If, however, while serving in a probationary promotional position a recommendation is made for the unit member's suspension or dismissal from District employment, the unit member shall be entitled to the disciplinary hearing procedures set forth in section 22.4.2 below.

22.2 PERMANENT EMPLOYEES: Permanent bargaining unit members shall be subject to discipline in accordance with the terms of this Article for just cause, consistent with and subject to provisions of Education code Sections 45113 and 45116.

22.3 DISCIPLINARY ACTION FOR CAUSE: A permanent classified employee shall be subject to disciplinary action for cause. The term "cause" includes, but is not limited to, the following:

22.3.1 Incompetency or inefficiency in the performance of the duties of the position held.

22.3.2 Insubordination, including, but not limited to, refusal to do assigned work, or insolence or disrespect toward authority.

22.3.3 Carelessness or negligence in the performance of duties or in the care or use of District property.

22.3.4 Dishonesty, inclusive of intentional falsification or omission of any information supplied, or required to be supplied, to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

22.3.5 Abandonment of position defined as being absent from work without providing notice for a leave of three (3) days or longer to their Immediate Supervisor. In the event the employee is unable to contact their Immediate Supervisor, then notice may be provided to the District Human Resources Department.

22.3.6 Inability to meet requirements of the job, including, but not limited to, physical inability or legal inability to perform the duties assigned (such as the revocation, loss of or inability to prove possession of a current license, permit and/or work authorization).

22.3.7 Excessive absences and/or repeated tardiness without authority or sufficient

reason. “Excessive absences” includes, but is not limited to: (1) a pattern of absences such as on Mondays, Fridays, or the days immediately preceding or following a holiday or vacation period; (2) absences in excess of ten (10) percent of the work days in a semester, except absences for industrial accident, bereavement, pregnancy disability, a physician determined long-term illness; or (3) exhaustion of all current year allotment of sick leave prior to the end of the school year, excluding absences for industrial accident, bereavement, pregnancy disability leave, or any physician determined long-term illness as defined in Article X, section 10.1.9.

22.3.8 Abuse of leave privileges, or violation of leave provisions as set forth in Article X of this Agreement.

22.3.9 Violation or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district.

22.3.10 Willful or persistent violation of the Education code, or rules, regulations, policies, or directives of the governing board.

22.3.11 Violation of Government Code Section 3100 et seq. “Oath of Allegiance for Public Employees.”

22.3.12 Immoral conduct.

22.3.13 Evident unfitness for service.

22.3.14 Physical or mental condition unfitting for service.

22.3.15 Unauthorized use or possession, during working time of alcoholic beverages, narcotics or other controlled substances or being present at work while under the apparent influence of these or other intoxicants.

22.3.16 Conviction of a sexual offense or controlled substance offense as defined in Education Code sections 44010 and 44011.

22.3.17 Conviction of a felony, or any crime, involving moral turpitude, or any crime bringing discredit upon the District.

22.3.18 Disloyalty to the District.

22.3.19 Engaging in political activities during assigned hours of duty, including but not limited to any violation of sections 7050-7058 of the Education Code.

22.3.20 Any conduct that threatens or tends to threaten the welfare and/or the property of the pupils or employees of the District, including the employee(s) involved in the conduct.

22.3.21 Any failure of good conduct tending to injure the public service, including, but not limited to personal conduct unbecoming an officer or employee of the District, whether or not such conduct amounts to a crime.

22.3.22 Offering anything of value or any service, in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service, in exchange for granting any special treatment to another employee or to any member of the public.

22.3.23 Engaging in personal telephone, email or other communications during assigned work hours, on district or personal communications equipment, that interferes, detracts, or hinders the performance of duties and assignments of District stakeholders.

22.3.24 Engaging in commercial activities for personal gain or benefit during assigned work hours that interferes with, detracts from, or hinders the performance of duties and assignments of District stakeholders.

22.4 DUE PROCESS:

22.4.1 Written Notice: In taking disciplinary action against a unit member who is a permanent classified employee, written notice of proposed discipline shall be served either personally or by certified mail on the unit member to their last known address on file, at least fifteen (15) days prior to the effective date of the proposed action. The notice of proposed discipline to the permanent classified employee shall contain the following:

22.4.1.1 A description of the proposed action and effective date.

22.4.1.2 Identification of the cause(s) and a statement of the acts or omissions on which the proposed action is based, and, if it is claimed that an employee has violated a District rule, policy or regulation, the rule, policy or regulation violated shall be specified in the notice.

22.4.1.3 Copies of written materials, if any, relied on by the District as the

basis for the proposed action.

22.4.1.4 A statement of unit member's right to demand a hearing regarding the charges before the Board or its designee and notice of the unit member's right to demand an initial informal hearing with the Superintendent or designee to address the charges [a "Skelly" meeting] within five (5) days of the receipt of the charges.

22.4.1.5 A statement informing the employee that failure to request a hearing before the Board or its designee within the specified time period will result in his/her waiver of the right to such a hearing or meeting.

22.4.1.6 A statement of the unit member's right to be represented during this process at his/her own cost by counsel or other representative of his/her choice.

22.4.2 PROCEDURES FOR SUSPENSION, DISMISSAL, OR DEMOTION:

22.4.2.1 Notice shall be provided to the unit member in accordance with section 22.4.1 above.

22.4.2.2 The unit member may request a meeting with the Superintendent/Designee within five (5) days after the service of the notice of suspension in order to respond to the causes and charges and state why he or she believes the recommended action should not be taken (a "Skelly" meeting).

22.4.2.3 The meeting shall be conducted within ten (10) days after receipt of the request for a meeting unless both parties agree to an extension of time.

22.4.2.4 The meeting will be informal and no technical rules of evidence will apply. The employee has the right to submit a written response and/or appear in person on his/her own behalf, with a representative of his/her choice. The unit member may present any information, including documentation and signed witness statements under penalty of perjury, for the Superintendent's/Designee's consideration.

22.4.2.5 As deemed necessary, before making a final decision, the Superintendent or designee may talk to any other possible witnesses and/or confer with the recommending administrator to consider any reasonable and reliable information they may provide.

22.4.2.6 Thereafter, the Superintendent/Designee shall issue a written decision within five (5) days after the "Skelly" meeting stating the facts relied upon to support his/her decision. The Superintendent/Designee may in his/her discretion

recommend to the Governing Board that the discipline proceed as presented, be rejected entirely, or modified before being imposed.

22.4.2.7 A copy of the decision shall be issued within five (5) days from the date of the meeting and shall be mailed to the employee. A copy of the decision shall be included in the employee's personnel file.

22.4.3 PRE-HEARING PROCEDURES

22.4.3.1 The unit member may demand a hearing before the Governing Board not later than seven (7) days after the Governing Board imposes the discipline based on the Superintendent/Designee's recommended action. Failure to demand a hearing, or to appear at the hearing without good cause, shall constitute a waiver of the right to a hearing and to challenge the recommended disciplinary action.

22.4.3.2 The hearing shall normally be commenced within thirty (30) days after receipt of the request for hearing, subject to the availability of the Board or its designee, or as otherwise agreed to by the employee and the District administration.

22.4.3.3 An employee who timely demands a hearing shall be given written notice of the time, date, and place of hearing. This notice shall be served on the employee by certified mail or personal service.

22.4.4 HEARING PROCEDURES

22.4.4.1 The hearing will be conducted before the Board or its designee. The Board may use the services of its legal counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law, and to assist with the preparation of the Board's decision. The Board may instead designate a hearing officer, who shall not be a regular employee of the District and who is experienced with classified personnel discipline matters, to conduct the hearing and prepare a final and binding decision.

22.4.4.2 The unit member has a right to appear in person on his/her own behalf, and have counsel or other representative of his choice at his/her own expense.

22.4.4.3 Both parties will have the opportunity to question and cross-examine all witnesses who testify and to question all evidence presented.

22.4.4.4 The Board or its Designee will consider all relevant evidence, including testimony by witnesses for the employee and for the District. However, neither the Board nor the hearing officer shall be bound by the technical rules of evidence used in California

courts. The informal nature of the proceedings shall not be a basis to invalidate any order or decision that results from the hearing.

22.4.4.5 The District has the burden of proof, by a preponderance of the evidence, to establish that cause exists to support the recommended action.

22.4.4.6 A record of the hearing shall be made. An audio recording may be used, or a court reporter may be retained to transcribe the proceedings, however, the District is not obligated to have a printed transcript prepared. The unit member may have a printed transcript of the recording or reporters transcription prepared at his/her own cost.

22.4.5 THE DECISION FOLLOWING FORMAL HEARING

22.4.5.1 The Board's or Designee's final decision shall be based on the evidence presented at the hearing. The decision shall be in writing, and will set forth findings of fact and conclusions as to whether the grounds for discipline have been sustained. The Board's decision shall be issued not more than forty-five (45) calendar days after the last day of the hearing.

22.4.5.2 If the Board or Designee determines that there is insufficient cause for suspension, dismissal or demotion, the Board shall make whatever order it deems necessary to make the unit member whole and restore any compensation or lost benefits resulting from imposition of the disciplinary action.

22.4.5.3 The decision of the Board shall be final and shall not be subject to the grievance procedures set forth in Article XXI.

22.4.6 FAILURE TO REQUEST A HEARING OR TO APPEAR: If the employee fails to make a timely request for hearing or if the employee fails to appear at the hearing without good cause, as determined by the Board's designee, the discipline shall be imposed.

22.5 IMMINENT THREAT SUSPENSIONS

22.5.1 The District and the Association recognize that emergency situations involving the health and welfare of students and employees can occur. If the Superintendent or Designee determines that a unit member's presence on District facilities creates, or has the potential of creating, a danger or threat to students, employees, or to the unit member her/himself, the District may immediately suspend the unit member, without pay, for a period not to exceed five (5) full workdays, pending an investigation of the situation. Following the investigation, the unit member's conduct in creating the threat or danger may be used as the basis, in whole or in part, for disciplinary action, as provided in

this article.

22.5.2 Before initiating an “imminent threat suspension” the Superintendent or Designee shall verbally inform the employee of the situation and that his/her presence creates or may create a danger. This communication shall be sufficient to require the unit member’s immediate departure from district property. Failure to follow this directive may in itself be a separate cause for discipline. The Superintendent will thereafter memorialize the circumstances and directives given in a written notice to the unit member to be served personally or by certified mail to the unit members last known address.

22.6 COMPULSORY LEAVE: This Article shall not be interpreted to preclude the District from placing a unit member on a compulsory leave in accordance with Education Code Section 45304, 44940, 44940.5, 44010 and 44011, requiring placing an employee on a compulsory leave of absence when charged with a mandatory leave of absence offense. This Article shall not be interpreted to require that any of these procedures be satisfied before the District places a unit member on a compulsory leave.

ARTICLE XXIII

NEGOTIATIONS

23.0 NOTIFICATION AND PUBLIC NOTICE: If either party desires to alter or amend this Agreement, said party shall, not less than sixty (60) days prior to the termination set forth under the "Duration" article, provide written notice and a proposal to the other party, of said desire and the nature of the amendments, and cause the public notice provisions of the law to be fulfilled.

23.1 COMMENCEMENT OF NEGOTIATIONS: Within ten (10) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement. Negotiations shall take place at mutually agreeable times and places.

23.2 RELEASE TIME FOR NEGOTIATIONS: CSEA shall have the right to designate four (4) employees plus the Chapter President, who shall be given reasonable release time to prepare for, and participate in, negotiations, not to exceed a total of 240 collective hours to negotiate a new agreement, or 160 collective hours to negotiate reopeners. When these time limits are exceeded, alternate sessions shall be held outside of working hours.

23.3 REPRESENTATIVE INFORMATION REQUEST: Copies of the tentative and adopted budget, and other information that is necessary for the Association to fulfill its whole as exclusive representative, will be given to the Association upon request.

23.4 OUTSIDE SERVICES: Each party may utilize the services of outside consultants to assist in the negotiations.

23.5 REOPENERS: This shall be reopened for Article III, "Salary," and Article IV, "Employee Benefits," plus up to two additional articles designated by each party.

ARTICLE XXIV
ENTIRE AGREEMENT

24.0 This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.

24.1 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties, in a written and signed amendment to this Agreement.

24.2 It is agreed that during the term of this Agreement, the parties waive and relinquish the right to meet and negotiate over the subject matter covered by this Agreement. Nothing herein shall preclude the parties from mutually agreeing to reopen negotiations on any of these matters.

ARTICLE XXV
SEPARABILITY AND SAVINGS

25.0 If any article, section, or provision of this Agreement shall be found to be contrary to or in conflict with federal or state law, that article, section, or provision only shall be rendered void with no effect (because of the contradiction or conflict with federal or state law) to any other article, section, or provision of this Agreement. Upon written notification by either party, a meeting will be held within ten (10) working days of such notification, to discuss the impact of the voiding of the affected article, section, or provision. CSEA and the District may then mutually agree to renegotiate the affected article, section, or provision.

25.1 Should any article, section, or provision of this Agreement or application thereof, be deemed invalid by a court of competent jurisdiction, the parties shall meet, not later than ten (10) working days after receipt of such decision, to examine the article, section, or provision affected, and if deemed appropriate by either party, commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE XXVI

DURATION

26.0 This Agreement shall provide for a term commencing July 1, 2018 through June 30, 2021, and shall remain in full force and effect up to and including June 30, 2021, except as modified by agreements reached in reopener negotiations.

Representing CSEA Chapter 779:

Representing Eastside Union School District:

Maria Lucia Castro-Benitez
CSEA Representative

[Signature]
EUSD Representative

10/17/18
Date

10/17/18
Date

Appendix A

District Evaluation Forms

Forms are for reference which do not constitute a part of this agreement.
Completed forms shall be signed by both the evaluator and the unit member.

Permanent Employee

Employee Name: _____ **Due Date:** _____

Job Title: _____ **Site:** _____

ANNUAL EVALUATION

	Excellent	Satisfactory	Needs Improvement	Unsatisfactory
1. Attendance				
2. Punctuality				
3. Dresses Appropriately				
4. Cooperation with Co-Workers				
5. Cooperation with Administration and Faculty				
6. Observes Health-Safety Codes				
7. Performs Assigned Duties				
8. Conscientious Toward Performance of Duties				
9. Quality of Work: Accuracy/Neatness Completeness/Thoroughness				
10. Quantity of Work				
11. Knowledge of Methods-Materials Used				
12. Adaptable in Performance of Duties				
13. Dependability				
14. Attitude: Interest in Work, Willingness to Meet Requirements and Maintain Ethical Conduct				
15. Judgement: Sound Decisions				
16. Performs with Minimal Supervision				
17. Executes Care in Use of Equipment and Supplies				

Comments:

Employee's Signature* _____ Date _____

Evaluator's Signature*
Date

*Signature indicates evaluation has been read.

Reviewed By

Employee Name: _____ **Due Date:** _____

Job Title: _____ **Site:** _____

	Excellent	Satisfactory	Needs Improvement	Unsatisfactory
1. Attendance				
2. Punctuality				
3. Dresses Appropriately				
4. Cooperation with Co-Workers				
5. Cooperation with Administration and Faculty				
6. Observes Health-Safety Codes				
7. Performs Assigned Duties				
8. Conscientious Toward Performance of Duties				
9. Quality of Work: Accuracy/Neatness Completeness/Thoroughness				
10. Quantity of Work				
11. Knowledge of Methods-Materials Used				
12. Adaptable in Performance of Duties				
13. Dependability				
14. Attitude: Interest in Work, Willingness to Meet Requirements and Maintain Ethical Conduct				
15. Judgement: Sound Decisions				
16. Performs with Minimal Supervision				
17. Executes Care in Use of Equipment and Supplies				
<u>Comments:</u>				

Evaluator's Signature*
Date

Reviewed By _____

Probationary Employee

Job Title: _____ **Site:** _____

	Excellent	Satisfactory	Needs Improvement	Unsatisfactory
1. Attendance				
2. Punctuality				
3. Dresses Appropriately				
4. Cooperation with Co-Workers				
5. Cooperation with Administration and Faculty				
6. Observes Health-Safety Codes				
7. Performs Assigned Duties				
8. Conscientious Toward Performance of Duties				
9. Quality of Work: Accuracy/Neatness Completeness/Thoroughness				
10. Quantity of Work				
11. Knowledge of Methods-Materials Used				
12. Adaptable in Performance of Duties				
13. Dependability				
14. Attitude: Interest in Work, Willingness to Meet Requirements and Maintain Ethical Conduct				
15. Judgement: Sound Decisions				
16. Performs with Minimal Supervision				
17. Executes Care in Use of Equipment and Supplies				
<u>Comments:</u>				

Evaluator's Signature*
Date

Reviewed By _____

Appendix B

**District-Provided
Grievance Forms**

***EASTSIDE UNION SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM***

Level I

Name: _____ ***Date:*** _____

Grievance Issue: (Must be specific, what contract provision was violated)

FACTS: (please be specific, i.e., dates, times, etc.)

Suggested Remedy:

ACTION TAKEN:

Supervisor's Signature

EASTSIDE UNION SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORMS

LEVEL II

NAME: _____ **DATE:** _____

Grievance Issue: (Must be specific, what contract provision was violated)

FACTS: (Please be specific ie. dates, times etc.)

Suggested Remedy:

ACTION TAKEN:

Asst. Superintendent Business Services

Appendix C

Classified Salary Schedules

EASTSIDE UNION SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
Effective January 1, 2022

<u>SUPPORT PERSONNEL</u>	RANGE	1	2	3	4	5	6
Campus Safety Supervisor	26	\$15.16	\$15.76	\$16.39	\$17.05	\$17.73	\$18.44
Campus Security Officer	28	\$15.92	\$16.56	\$17.22	\$17.91	\$18.63	\$19.37
School Office Assistant	28	\$15.92	\$16.56	\$17.22	\$17.91	\$18.63	\$19.37
Administrative Assistant I	32	\$17.58	\$18.28	\$19.01	\$19.77	\$20.56	\$21.39
Helpdesk Technician	32	\$17.58	\$18.28	\$19.01	\$19.77	\$20.56	\$21.39
Account Clerk II	36	\$19.40	\$20.18	\$20.99	\$21.83	\$22.70	\$23.61
Administrative Assistant II	36	\$19.40	\$20.18	\$20.99	\$21.83	\$22.70	\$23.61
School Office Manager	36	\$19.40	\$20.18	\$20.99	\$21.83	\$22.70	\$23.61
District Translator	41	\$21.95	\$22.83	\$23.74	\$24.69	\$25.68	\$26.71
Communication Specialist	43	\$23.06	\$23.99	\$24.95	\$25.94	\$26.98	\$28.06
Purchasing Specialist	43	\$23.06	\$23.99	\$24.95	\$25.94	\$26.98	\$28.06
Payroll Systems Specialist	45	\$24.23	\$25.20	\$26.21	\$27.26	\$28.35	\$29.48
Credentials Technician	47	\$25.46	\$26.48	\$27.54	\$28.64	\$29.78	\$30.97
Data Quality Technician	47	\$25.46	\$26.48	\$27.54	\$28.64	\$29.78	\$30.97
Human Resources Technician	47	\$25.46	\$26.48	\$27.54	\$28.64	\$29.78	\$30.97
Safety Technician	47	\$25.46	\$26.48	\$27.54	\$28.64	\$29.78	\$30.97
Systems Analyst	47	\$25.46	\$26.48	\$27.54	\$28.64	\$29.78	\$30.97
Human Resources Administrator	49	\$26.75	\$27.82	\$28.93	\$30.09	\$31.29	\$32.54
<u>STUDENT SERVICES</u>							
Instructional Aide II	28	\$15.92	\$16.56	\$17.22	\$17.91	\$18.63	\$19.37
Instructional Aide III - TMH ¹	28	\$15.92	\$16.56	\$17.22	\$17.91	\$18.63	\$19.37
Site Bilingual Comm Liaison	27	\$15.54	\$16.16	\$16.80	\$17.48	\$18.18	\$18.90
Dist Bilingual Comm Liaison	34	\$18.47	\$19.21	\$19.97	\$20.77	\$21.60	\$22.47
Administrative Assistant II	36	\$19.40	\$20.18	\$20.99	\$21.83	\$22.70	\$23.61
Licensed Vocational Nurse	45	\$24.23	\$25.20	\$26.21	\$27.26	\$28.35	\$29.48
<u>CHILD NUTRITION</u>							
Child Nutrition I	26	\$15.16	\$15.76	\$16.39	\$17.05	\$17.73	\$18.44
Child Nutrition II	28	\$15.92	\$16.56	\$17.22	\$17.91	\$18.63	\$19.37
Child Nutrition III	36	\$19.40	\$20.18	\$20.99	\$21.83	\$22.70	\$23.61
Administrative Assistant II	36	\$19.40	\$20.18	\$20.99	\$21.83	\$22.70	\$23.61
<u>MAINTENANCE-OPERATIONS</u>							
Maintenance Technician I ²	34	\$18.47	\$19.21	\$19.97	\$20.77	\$21.60	\$22.47
Maintenance Technician II ²	37	\$19.89	\$20.68	\$21.51	\$22.37	\$23.27	\$24.20
Maintenance Technician III ²	39	\$20.89	\$21.73	\$22.60	\$23.50	\$24.44	\$25.42

- 1) 5% Med. Fragile Stipend
2) 3% Night Differential, see contract

Effective July 1, 2001: Longevity stipends were converted to a separate flat rate schedule. The effective date for longevity was established at each unit members' date of employment. Longevity increments for 12-month full time employees is as follows: \$1,850 on 11 years; \$3,700 on 16 years; \$5,550 on 21 years; \$7,400 on 26 years; \$9,250 on 31 years. Longevity increments were prorated for service of less than 12-month or less than 40 hours per week.

Board Approved: 12/15/2021

Updated: 12/08/2021

Appendix D

Deleted Article XVIII

**Deleted Article XVIII Placed in Appendix F as
Agreed upon in Tentative Agreement
Signed by Both Parties September 22, 2015
and Board Ratified on October 12, 2015
TRANSPORTATION**

18.0 Whereas certain disputes and differences have arisen between the District and the California School Employees Association in Impasse Case Nos. LA-IM-3130-E and LA-IM-3141-E to resolve their disputes and differences, the parties hereby agree, and further amend their original agreement as of June 2003, as follows:

18.1 The transportation employee's hourly rate and hours, as of the date the transportation contract is let, will be Y-rated. If the transportation employee's new classification is paid at a lower hourly rate than the employee currently receives, he or she will be Y-rated. If the transportation employee's new classification is paid at a higher hourly rate, the employee will receive the higher rate.

18.2 From the time the transportation contract is let, each employee currently assigned to the transportation department shall have 15 calendar days to select one of four options and notify the District in writing of the option selected:

18.2.1 Layoff from District employment;

18.2.2 Resign from District employment with a severance stipend of \$7,500.00. An employee who accepts this option shall not be eligible for any other benefits under this agreement, and further waives placement on the 39-month re-employment list.

18.2.3 Accept employment with the contractor, and layoff from District employment, under the following terms and conditions:

18.2.3.1 The employee may transfer his or her District seniority to the contractor.

18.2.3.2 The employee will be offered assignments at Eastside sites for up to the first two years of his or her employment with the contractor. This is not a guarantee of employment for two years or for any other period of time.

18.2.3.3 From the employee's date of hire with the contractor through June 30, 2004, the District will pay on the employee's behalf the difference between the contractor's contribution to Medical-In Network Only Plan (STA Elite 1) and Ameritus Dental Indemnity Plan and the contractor's cost of coverage under these two plans.

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TRANSPORTATION – Page 2

18.2.3.4 From the employee's date of hire with the contractor through June 30, 2004, the District will make up the difference between the contractor's hourly rate and the rate the employee would have received as of the date of layoff if not laid off due to the transportation contract.

This is not a guarantee of the number of hours available, or of continued employment with the contractor. The employee shall be responsible for any required taxes or deductions.

18.2.4 Remain employed by the District by accepting reclassification to a new position, under the following terms and conditions:

18.2.4.1 The District shall provide a monthly classified vacancy list to the Association.

18.2.4.2 The District shall fill vacant classified positions first with all transportation employees who have elected to remain employed by the District and who otherwise meet the minimum District qualifications for the vacant positions. Vacancies will be offered to these employees in order of their seniority, with rights of first refusal, after any other re-employment lists for those positions have been exhausted.

18.2.4.4 The transportation employee shall retain his or her District seniority after placement in the new position.

18.2.4.5 Transportation employees who have elected to remain employed by the District and who have not yet been placed in a new classification shall work in any position as directed by the District, for which they meet the minimum qualifications. The District shall not lay off these transportation employees prior to placement in a new position.

18.3 For school years 2002-2003 and 2003-2004, all transportation employees laid off due to the transportation contract shall be offered substitute work, as available, for positions for which they meet District requirements before that work is offered to other substitutes.

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TRANSPORTATION – Page 3

18.4 For school years 2002-2003 and 2003-2004, laid off transportation employees shall be given prior consideration over outside applicants for employment in District vacancies for which they meet District requirements.

18.5 Except as provided in paragraph 18.2.2, all transportation employees laid off due to the transportation contract may exercise their re-employment rights under the Education Code if the District reinstates transportation services.

18.6 All transportation employees who have reached age 55 as of the date of the transportation contract and who otherwise qualify under Section 4.4.1 of the collective bargaining agreement may participate in District health and welfare coverage for retirees.

18.7 Except as expressly provided herein, this Article does not confer any additional benefits on transportation employees who are laid off or who resign due to the transportation contract.

18.8 This Article does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this Agreement.

18.9 This Article is specific to transportation department employees affected by the transportation contract. As such, it shall not set a precedent with respect to any other layoff issue that may arise between the District and the California School Employees Association.

18.10 This Article incorporates the entire understanding between the parties, and recites the sole considerations for the promises exchanged herein. In reaching this agreement, no party has relied upon any representation or promise except those expressly set forth herein. This Article shall be construed without regard to the drafter of same and as if all the parties hereto have reviewed, participated in drafting, and approved this Article.

18.11 The undersigned parties represent that they have read and understand the terms of this Article and that they are authorized to execute this Article on behalf of their principals.