



AFL-CIO

AGREEMENT



AFL-CIO

Between

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Lumberjacks Chapter 145
and
ARCATA SCHOOL DISTRICT**

November 1, 2013 through October 31, 2016

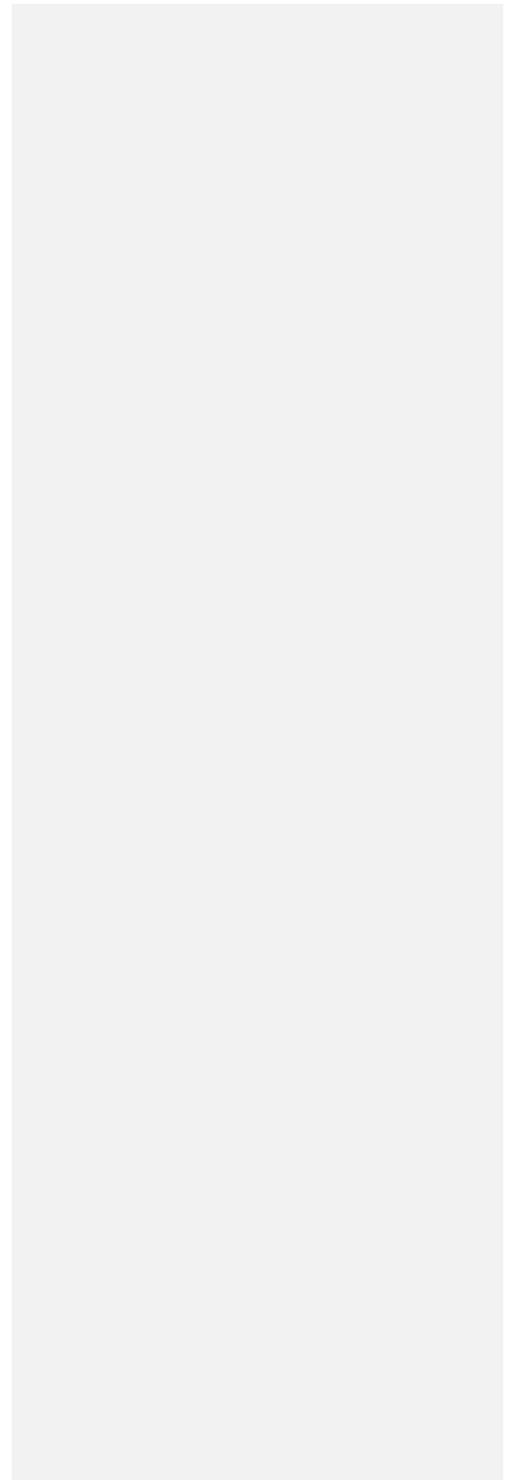


TABLE OF CONTENTS

		Page 1
	Preamble	Page 2
	Recognition	Page 2
ARTICLE I	Organizational Security	Page 2-3
ARTICLE II	Evaluations and Personnel Files	Page 3-5
ARTICLE III	Organizational Rights	Page 5-6
ARTICLE IV	Hours and Overtime	Page 6-8
ARTICLE V	Pay and Allowances	Page 8-11
ARTICLE VI	Employee Expenses and Materials	Page 11
ARTICLE VII	Health and Welfare Benefits	Page 11a
ARTICLE VIII	Holidays	Page 12
ARTICLE IX	Vacation Plan	Page 13-14
ARTICLE X	Leaves	Page 14-18
ARTICLE XI	Transfers and Reassignments	Page 19-20
ARTICLE XII	Classification	Page 21-22
ARTICLE XIII	Grievance Procedure	Page 22-23
ARTICLE XIV	Safety	Page 24
ARTICLE XV	Layoff and Reemployment	Page 24-26
ARTICLE XVI	Disciplinary Action	Page 26-29
ARTICLE XVII	Personnel Growth	Page 29-30
ARTICLE XVIII	Severability	Page 30-31
ARTICLE XIX	Duration	Page 31
ARTICLE XX	Job Titles/Salary Ranges	Appendix A
	Classified Salary Schedule	Appendix B
	Health and Welfare Benefits	Appendix C
	Number of Workdays	Appendix D
	Evaluation Form	Appendix E

PREAMBLE

This Successor Agreement is made and entered into for a three year term this 1st day of November 2013 through October 31, 2016 with annual reopeners, by and between the Arcata Elementary School District (hereinafter referred to as District) and the California School Employees Association and its Lumberjacks Chapter #145 or its successors (hereinafter referred to as CSEA).

ARTICLE I RECOGNITION

1.1 **Acknowledgment:** The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this agreement (hereinafter referred to as employees). All newly created positions except those that lawfully are 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 for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of the Public Employment Relations Board.

ARTICLE II ORGANIZATIONAL SECURITY

2.1 **Exclusive Right:** CSEA shall have the sole and exclusive right to have employee organization membership dues and service fees payroll-deducted for employees by the District.

2.2 **Agency Shop:** Within 30 calendar days of the date of execution of this Agreement, or within 30 calendar days of date of hire for employees hired during the life of this Agreement, each employee shall either become a member of CSEA and pay regular CSEA membership dues and assessments or, in the alternative, shall pay service fees to CSEA in amounts equal to regular CSEA membership dues and assessments. The actual amount of service fees to be paid shall be controlled by pertinent case law and CSEA policy. In addition, each employee shall maintain one or the other form of payment in full force and effect for the life of this Agreement.

2.2.1 Should any employee fail to comply with the provisions of the above paragraph, CSEA shall notify the District Superintendent of that fact in writing, and shall request that the District commence withholding the service fee amount from the employee's wages during the next payroll cycle. The District shall deliver the amount withheld to CSEA in the same manner as other employee's dues and service fees. The District shall continue withholding service fees from the employee's wages until CSEA notifies the District in writing to terminate the process.

2.2.2 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall be exempted from paying dues and service fees to CSEA, except that the employee shall, as a condition of such exemption, pay amounts equal to the dues or service fees the employee would otherwise pay to CSEA to a non-

religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. The employee may choose any such organization or fund, subject to prior approval of CSEA. The employee shall provide CSEA with documentary proof of payment to the organization or fund on an annual (in advance) or monthly basis in order to remain eligible for this exemption. If an employee fails to provide this proof within 30 calendar days of any regular and scheduled payment, CSEA shall have the right to impose the requirement of payment of dues or service fees upon the employee.

2.3 Notification: The District agrees to notify the CSEA chapter treasurer in writing through the payroll deduction process of the names, job classifications, home addresses, home telephone numbers (if available) and assigned work sites of new employees within five (5) working days of date of hire. The District also agrees to notify the CSEA chapter president and/or job steward in writing of the names, job classifications, home addresses, home telephone numbers (if available) and assigned work sites of all employees within five (5) working days of the request for said information.

2.4 Dues/Fees Rates: CSEA membership dues and service fees shall be paid in accordance with the rates regularly established, which may be modified during the life of this Agreement in accordance with the provisions of the Constitution and Bylaws of CSEA (the State Association and/or the local Chapter).

ARTICLE III EVALUATIONS AND PERSONNEL FILES

3.1 Intent: It is the intent of the parties that the evaluation process be utilized as a staff development tool. Evaluations should highlight employee strengths and weaknesses in such a way as to recognize quality performance, motivate improvement and maintain a high degree of morale and harmony in the workplace.

3.2 Probationary Period: The probationary period for both newly-hired and promotional employees shall be nine (9) months of service, which period excludes all leaves of absence and excludes recess periods in which the employee is not in paid status. In no event may a probationary period exceed one (1) calendar year.

3.2.1 A promotional employee who held permanent status in the class from which promoted and who does not successfully complete the probationary period, shall be reinstated to a position in the former class equal to the one from which promoted.

3.3 Evaluation Process: Probationary employees, both newly hired and promotional, shall receive one (1) formal performance evaluation on the form mutually agreed upon by the District and CSEA during the first six (6) months of the probationary period of nine (9) months of service. Permanent employees shall receive one (1) formal performance evaluation every two (2) fiscal years. The parties agree that these schedules are minimums. Additional evaluations may be performed by the District, and shall be performed when requested by an employee to a maximum of two (2) evaluations per fiscal year.

3.3.1 Evaluations shall be performed by the employee's immediate supervisor who is not a member of the bargaining unit. Employees having two (2) or more immediate supervisors shall receive one (1) joint evaluation. The immediate supervisor shall sign the evaluation.

3.3.2 Input for performance evaluations shall be limited to those individuals who possess valid knowledge of the employee's job performance. Each individual whose input is reflected in the evaluation shall be identified on the evaluation by the immediate supervisor.

3.3.3 The immediate supervisor shall schedule a personal meeting with the employee evaluated to review the evaluation, and provide free communication between them toward seeking the best working relationship possible. Evaluation reviews may be used to set goals for the employee for the future, to identify areas in which the employee might seek improvement through education and/or training, and generally to ensure that the employee and supervisor share an understanding of the goals and mission of the workplace. No evaluation shall be complete for filing until such a meeting has been held.

3.3.4 The employee shall sign the evaluation at the conclusion of the review meeting. The employee's signature does not imply agreement with the supervisor's ratings, but rather indicates that the employee and supervisor have met and reviewed the evaluation.

3.3.5 The employee has the right to prepare a written response to the evaluation. This response shall become a part of the formal evaluation and shall be attached to the original evaluation form. The original evaluation shall be inserted in the employee's personnel file. The employee shall receive a copy of the completed evaluation, as shall the supervisor.

3.3.6 Alleged procedural violations of this Article, not the contents or opinions expressed in evaluations, shall be subject to the grievance procedure.

3.4 Personnel Files: There shall be maintained at the District Office one (1) central personnel file for each employee. These files shall be maintained at one (1) location under secure storage. Each employee personnel file constitutes the legal, permanent and official record of employment, and is the file referred to in Ed Code Section 44031. Access to an employee's personnel file shall be limited to the employee, District management, supervisory and confidential employees on official business, and any representative of the employee with the employee's written authorization and any individual authorized access by order of a court of law.

3.4.1 Documentary or recorded materials to be placed in an employee's personnel file by the District shall be initialed and dated by the individual entering the documentation. No action may be taken against an employee based on documentary or recorded materials that are not a part of the personnel file.

3.4.2 Employees may inspect their personnel files at any time that the District Office is open for business and the employee is not on duty or has made arrangements with his/her supervisor for that purpose. The District has a right to observe file inspections to ensure the security of file contents.

3.4.3 Documentary or recorded materials of a derogatory nature shall not be entered in a personnel file until the employee has been provided a copy of the materials along with a written notice it is going to be entered. The notice shall indicate the date, on which the material will be entered, to be not sooner than ten (10) working days from delivery of notice to the employee.

3.4.4 The employee shall be allowed the opportunity to prepare and attach his/her written response to the derogatory material at the District Office while on paid released time within the 10-day notice period. The written response shall become a permanent part of the derogatory material, and a permanent part of the personnel file. Following the notice period, the employee shall have a continuing right to prepare and attach written responses to derogatory material without paid released time.

3.4.5 Employees shall have the right to obtain copies of any materials contained in their personnel files. The District shall provide requested copies to an employee without charge within two (2) working days of the request.

3.5 **Working Files:** Working files are to be viewed as conveniences of the supervisor only, and have no legal existence or status.

ARTICLE IV ORGANIZATIONAL RIGHTS

4.1 **Distribution of Contract:** Within 90 calendar days of final ratification of this Agreement, the District shall prepare and produce copies of this Agreement and provide a copy to each employee, and to each employee hired during the life of this Agreement. This provision shall likewise apply to any amendment to this Agreement. The District shall provide the equipment and materials necessary for production of the copies.

4.2 **Release Time for Conference:** The District agrees to provide unpaid release time for no more than two (2) employees to attend CSEA's annual Conference. CSEA shall notify the District of the identity of the employees not less than 30 days prior to the start of the Conference.

4.3 **Orientation:** CSEA shall have the right to conduct a two (2)-hour orientation session on this Agreement for all employees once during the academic year. The District agrees to grant release time without loss of pay to all employees, except those whose presence on the job is essential to the continued operation of the District, for attendance at this meeting. CSEA shall provide the District a roster of attendance at the meeting.

4.4 **Job Information:** Upon initial employment and upon each change in classification thereafter, each employee shall be furnished one (1) copy of his/her class specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly, daily, hourly, overtime and differential rate of compensation, whichever are applicable.

4.4.1 New employees shall be informed by the District that CSEA is the exclusive bargaining

representative of the District's classified employees, and be furnished with a copy of this Agreement.

4.4.2 For the benefit of both new and old employees, a copy of the updated District policies and administrative regulations and school procedures will be made available for public reference in each school office.

4.5 CSEA Representation on District Committees: For committees formed by the District Superintendent, CSEA shall have the right to appoint a member or members as determined appropriate between the parties. Such committees include but are not limited to site council and classified interview committees. Such participation does not mean that the representative makes the final decision.

ARTICLE V HOURS AND OVERTIME

5.1 Workweek: The full-time workweek shall consist of five (5) consecutive days, Monday through Friday, or eight (8) hours per day and 40 hours per week. This Article shall not restrict the extension of the regular workday or workweek on an extra time basis (part-time employees), or on an overtime basis (part-time and full-time employees) when such is necessary to carry on the business of the District, except as provided for in Paragraph 5.12.

5.2 Workday/Work Year: Each employee and position shall be assigned a fixed, regular and ascertainable minimum number of daily hours and annual days of employment (refer to Appendix D).

5.3 Adjustment of Assigned Time: Any employee who is assigned by the District to work an average of 15 minutes or more in excess of his/her regular part-time assignment for a period of 20 consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, not to exceed eight (8) hours, effective with the next pay period.

5.4 Increase in Hours: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest seniority when qualified. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of seniority until the assignment is made.

5.5 Lunch Period: All employees shall be entitled to an uninterrupted, duty-free, unpaid lunch period after the employee has been on duty for five (5) hours. The length of time for such lunch period shall be for no longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled for full-time employees at or about the midpoint of each work shift.

5.6 Rest Periods: All employees shall be granted rest periods at a time to be scheduled at the discretion of the District, which, insofar as practicable, shall be in the middle of each work period at the rate of 15 minutes per four (4) hours worked or major fraction thereof. Such times shall be mutually agreed upon between employees and their supervisors. Rest periods of a total of 30 minutes on evening or special work shifts shall be scheduled to the mutual convenience of the employees and

their supervisors. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

5.7 Overtime: Except as otherwise provided herein, all overtime hours, ordered or required, as defined in this section shall be compensated at a rate of pay equal to time and one-half at the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day and in excess of 40 hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

5.7.1 All hours worked beyond the workweek of five (5) consecutive days shall be computed at the overtime rate commencing on the sixth consecutive day of work.

5.7.2 All hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at double the regular rate of pay.

5.7.3 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at two-and-one-half (2 1/2) times the regular rate of pay.

5.7.4 All hours worked on holidays designated by this Agreement shall be compensated at two-and-one-half (2 1/2) times the regular rate of pay.

5.8 Shift Differential Compensation: Any employee whose assigned work shift commences between 12:00 noon and 5:00 am the following day shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked. An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

5.9 Compensatory Time Off: The District has the option to offer compensatory time off (CTO) in lieu of overtime pay; the employee has the option to accept or reject CTO. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Paragraph 5.7 of this Article.

5.9.1 Compensatory time shall be taken at a time mutually acceptable to the employee and the District within 12 months of the date on which it was earned. If the compensatory time has not been taken within 12 months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate of pay based on the employee's current rate of pay.

5.10 Overtime Equal Distribution: Overtime shall be assigned, distributed and rotated as equally as is practical among employees within the classification appropriate to the work. The District may assign work to avoid the District incurring overtime or to keep overtime to a minimum.

5.11 Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate overtime rate of pay under Paragraphs 5.7.1 and 5.7.4 of this Agreement.

5.12 **Right of Refusal:** Any employee shall have the right to reject any offer, request or order for overtime or call-back, on-call or call-in time.

5.13 **Standby Time:** All standby time shall be considered as regular hours worked and shall be compensated on a straight-time or overtime basis as are other hours worked under this Agreement.

5.14 **Call-Back Time:** Any employee called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

ARTICLE VI PAY AND ALLOWANCES

6.1 **Regular Rate of Pay:** The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

6.1.1 If any pay increase (excluding longevity) and/or health benefit coverage should be granted to any other bargaining unit(s), a reopener concerning a salary increase and/or coverage shall be automatic.

6.1.2 For the fiscal year 2013-2014, the salary schedule shall be increased by 2.5% retroactive to July 1, 2013. For the fiscal year 2014-15, the salary schedule shall be increased by 2.5% effective July 1, 2014.

6.2 **Paychecks:** All regular paychecks of employees shall be itemized to the extent provided by the processing agency.

6.2.1 A monthly statement of accrued sick leave and vacation will be provided to each member.

6.3 **Frequency:** All employees shall be paid once per month, payable on or before the last working day of the month for all regular assigned working hours served during that month. Payment for extra time, overtime and out-of-class pay shall be made in the following month's paycheck.

6.3.1 Employees who work less than 12 months per year (less than 260 days in paid status), including working days, paid holidays and vacation days) shall be paid on an 'equal paychecks' system. Under this system the employee's full annual salary is determined by adding up all regular-assigned working days, paid holidays and vacation days earned during the fiscal year. This sum is multiplied by the employee's regular-assigned number of working hours per day. This product is multiplied by the employee's hourly rate of pay. This product is divided by the number of months in which the employee works regular-assigned hours. This final number is the employee's gross wages for each month during his/her work year.

6.3.2 Less-than-12-month employees who return to work from summer recess prior to the cutoff date

for the County Office of Education payroll submission will have the actual hours worked in August payable on the last working day in August. The balance of the annual salary will be disturbed in an 'equal paychecks' system, September through June. Less-than-12-month employees who return to work from summer recess after the cutoff date for the County Office of Education payroll submission will have the actual hours worked in August payable on the last working day in September. The balance of the annual salary will be distributed in an 'equal paychecks' system, September through June.

6.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued as soon as can be arranged through the processing agency. The employee shall correct any overpayment as soon as reasonable.

6.5 Special Payment: Any payroll adjustment due to an employee as a result of re-computation of hours or other reasons other than procedural errors shall be made and a supplemental check issued as quickly as can be arranged through the processing agency.

6.6 Lost Checks: Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as can be arranged through the processing agency.

6.7 Promotional Transfer: Any employee receiving a promotional transfer shall be moved to the appropriate range and step of the new class to insure not less than a ten (10) percent increase as a result of that promotional transfer, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

6.8 Mileage: Any employee required to use his/her vehicle on District business shall be reimbursed at the maximum IRS-deductible rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds within two (2) weeks of submission of the claim by the employee.

6.9 Meals: Any employee who, as a result of work assignment, must have meals away from the District shall be reimbursed for the cost of the meals at the current District rates.

6.10 Lodging: Any employee who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging if arranged by the District or the maximum of 75 dollars per day if arranged by the employee. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses.

6.11 Longevity: Each employee shall receive a longevity increment of five (5) percent of current pay, in addition to current pay, upon completion of ten (10) calendar years of service within the District. An additional longevity increment of five (5) percent of current pay shall be added at the completion of each additional five (5) calendar years of service. Longevity pay is to be treated as regular wages

for all purposes.

6.12 Compensation During Required Training: When training that is required by the District occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

6.12.1 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday and in excess of 40 hours per week, and when the training occurs at any time other than the regularly assigned workweek, the employee shall be paid at the overtime rate appropriate for the day and/or time at which training occurs. The overtime rate shall be based on the employee's regular rate of pay.

6.12.2 All costs incurred for employee transportation, registration fees and supplies, while engaged in a District-required training program, shall be paid by the District.

6.13 Compensation for an Employee Working Out of Classification: An employee shall not be required to perform duties not a part of his/her classification, except as provided in this Article.

6.13.1 No employee shall be assigned the duties of a position other than his/her regularly assigned position for more than 60 working days in any 12-month period.

6.13.2 An employee assigned duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

6.13.3 If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step on which he/she is assigned in his/her regular classification.

6.13.4 In no event shall an employee working out of classification receive less than five (5) percent above his/her regular rate of pay.

6.14 Buy-back Day: Beginning with the 2000-2001 school year, eligible participants attending a full day of approved staff development training outside the regular work days shall be paid at a rate of 85 percent of the funds allocated by the state for staff development.

6.15 In-Service Training: The District shall provide a program of in-service training for all employees. The Negotiations Committee shall meet with the District Superintendent to develop such training. CSEA shall be afforded proportional representation on the District-wide In-Service Committee. All in-service training shall take place during the employees' regular working hours.

6.16 Initial Step Placement: All newly hired employees shall be placed no higher than Step Three of the appropriate range, as designated by the District.

6.17 Step Advancement: If an employee is hired before January 1 of any year, he/she shall be advanced to the next step of the salary range on the July 1 that immediately follows. For any

individual hired after January 1 of any year, step and advancement will occur on the second July 1 following the date of hire. Continuing employees will advance one (1) step each year on July 1 until the top step is reached.

6.18 Range Placement : Pursuant to the Tentative Agreements dated January 24, 2014 and December 8, 2014 the parties agree that paraprofessional/para-educator positions which formerly had been on a special paraprofessional range (beginning at \$10.76) were moved to Range 13 effective January 1, 2014. Further, all paraprofessional classes (general, special education, one-on-one[SCIA] , ELL speech and language) and the classification of library clerk were to be advanced to Range 13 as of January 1, 2014. All of these classifications are to be moved to Range 15 effective July 1, 2014. This section may not be necessary after October 31, 2019 unless parties agree otherwise.

ARTICLE VII EMPLOYEE EXPENSES AND MATERIALS

7.1 Uniforms: The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by employees.

7.1.1 Protective coveralls may be provided if, in the opinion of the immediate supervisor and the employee, any particular job assignment places the employee's own clothing in jeopardy.

7.2 Tools: The District agrees to provide all tools, equipment and supplies to employees reasonably necessary for performance of employment duties, except the basic hand tools required to be provided by the District vehicle mechanic.

7.2.1 Notwithstanding Paragraph 7.2, if an employee provides tools or equipment belonging to the employee for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or replacement costs of the tools resulting from normal wear and tear.

7.3 Safety Equipment: Should the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.

7.4 Non-Owned Automobile Insurance: The District agrees to provide the supplemental personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on District business.

7.5 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

**ARTICLE VIII
HEALTH AND WELFARE BENEFITS**

8.1 Coverage: Subject to change during the life of this Agreement as defined in Paragraph 8.1.1, the District shall provide each employee working 6.0 hours or more per day, five [5] days per week) with employee plus dependent coverage for health insurance, dental insurance, vision insurance and life insurance. Any employee who is in possession of health and welfare benefits as of June 30, 2005, will retain such levels of benefits until separation of employment. Refer to Appendix C, attached hereto and incorporated, by reference, as a part of this Agreement, for amounts and additional information.

8.1.1 The District reserves the right to select the carrier and method of payment for all benefit coverage stated above, provided that at no time may the District select plans with benefits less than those currently in effect. Nothing in this Article precludes the District from securing plans with benefits greater than those currently in effect. Under no circumstances may the District diminish the benefits in effect without the written agreement of CSEA.

8.1.2 The District shall allow retired employees who have reached the age of 55 to purchase at the retired employee's expense the existing benefit package or portion thereof. To be eligible for this program an employee must have worked for the District for 13 years and for four (4) hours or more per day.

8.1.3 The District shall provide two (2) benefit packages (employee only) for those employees retiring prior to age 65, and limited to age 60 through 65. To be eligible for this program an employee must have worked for the District for 13 years and for four (4) hours or more per day.

8.2 State Disability Insurance: The District agrees to contract with the State of California for a program of disability insurance for all eligible employees. Such program shall provide for a coordination of disability insurance basic benefits and accumulated sick leave to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the disability insurance benefit, equals a regular day's pay for each day of absence during which the employee is eligible to draw disability insurance benefits.

8.2.1 An employee receiving benefits under this provision shall endorse and promptly deliver to the District all disability insurance basic-benefit checks received. The District shall, in turn, issue the employee's normal salary warrants and shall deduct normal payroll deductions from the portion of the warrant amount in excess of the disability insurance basic benefit amount.

**ARTICLE IX
HOLIDAYS**

9.1 Scheduled Holidays: The District agrees to provide eligible employees in paid status with the following paid holidays:

9.1.1 Twelve-month employees shall have the following holidays: Independence Day, Labor Day, Veteran's Day, Day before Thanksgiving Day (if students are not in session), Thanksgiving Day, Day after Thanksgiving Day (in lieu of Admissions Day), Day before Christmas, Christmas Day, Day before New Year's Day, New Year's Day, Martin Luther King Jr's Birthday, Lincoln's Birthday, Washington's Birthday and Memorial Day.

9.1.2 Ten-month employees shall have the following holidays: Labor Day, Veteran's Day, Day before Thanksgiving Day (if students are not in session), Thanksgiving Day, Day after Thanksgiving Day (in lieu of Admissions Day), Christmas Day, New Year's Day, Martin Luther King Jr's Birthday, Lincoln's Birthday, Washington's Birthday and Memorial Day.

9.2 Additional Holidays: Every day declared by the President of the United States or by the Governor of California as a public fast, thanksgiving or holiday, or any day declared a holiday by the governing Board shall be a paid holiday for all employees.

9.3 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. The operation of this paragraph shall not cause any employee to lose any of the holidays clearly indicated in this Article.

9.4 Special School Days: Any day granted as a teacher training day, minimum day or teacher/parent conference day (by whatever name for whatever purpose) is a day on which all classified employees shall work and report for duty and shall receive regular pay.

9.5 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

9.5.1 Employees who are not normally assigned to duty during the school holidays of Christmas Day and New Year's Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

9.6 Floating Holiday: Each 12-month employee shall be entitled to one (1) working day with pay, each fiscal year, as a floating holiday. Said paid day off shall be limited to a non-instructional day. This holiday may not be accumulated from year to year.

**ARTICLE X
VACATION PLAN**

10.1 **Eligibility:** All employees shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1 through June 30.

10.2 **Paid Vacation:** Paid vacation shall be granted and taken no later than the second fiscal year following the fiscal year in which it is earned, but may be granted and taken during the fiscal year in which it is earned. The District shall make cash compensation for vacation time earned in lieu of paid time off for employees who work less than a 12-month year.

10.3 **Accumulation:** Vacation time shall be earned and accumulated in accordance with the following schedule:

10.3.1 One (1) to five (5) years service: 10 vacation days; six (6) to 10 years service: 15 vacation days; 12 years service: 16 vacation days; 14 years service: 17 vacation days; 16 years service: 18 vacation days; 18 years service: 19 vacation days; 20 years service and up: 20 vacation days.

10.3.2 Employees serving less than 12 months per year shall have their vacation entitlements prorated in proportion as the number of months worked per year bears to 12 calendar months.

10.4 **Vacation Pay:** Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status.

10.5 **Vacation Pay Upon Termination:** When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. Any vacation taken in advance of accrual shall be deducted by the District from the final warrant.

10.6 Vacation Postponement:

10.6.1 If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such a request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time or he/she may elect to receive compensation for all vacation time earned and accumulated during the fiscal year.

10.6.2 If, for any reason, an employee is denied a scheduled vacation, he/she shall be compensated at the rate of time and one-half (1/2) for all hours worked during the scheduled vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due him/her.

10.6.3 If, for any reason, an employee is not permitted by the District to take all or any part of his/her vacation, the amount not taken, at the employee's option, shall be paid for in cash or carried over to the following year.

10.7 **Holidays:** When a holiday falls during the scheduled vacation of an employee, that day shall be recognized as a paid holiday rather than a day of vacation.

10.8 **Vacation Scheduling:** Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. The District's work requirements include denying vacation requests so that projects can be completed and to avoid the necessity of hiring substitute employees.

10.8.1 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the earliest hire date with the District shall be given his/her preference.

10.9 **Interruption of Vacation:** An employee shall be permitted to interrupt or terminate his/her vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE XI LEAVES

11.1 **Bereavement Leave:** Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period not to exceed five (5) days. The immediate family is defined as: husband, wife, domestic partner, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepparent, foster son, foster daughter, foster parent, brother-in-law, sister-in-law, or any person living in the immediate household of the employee.

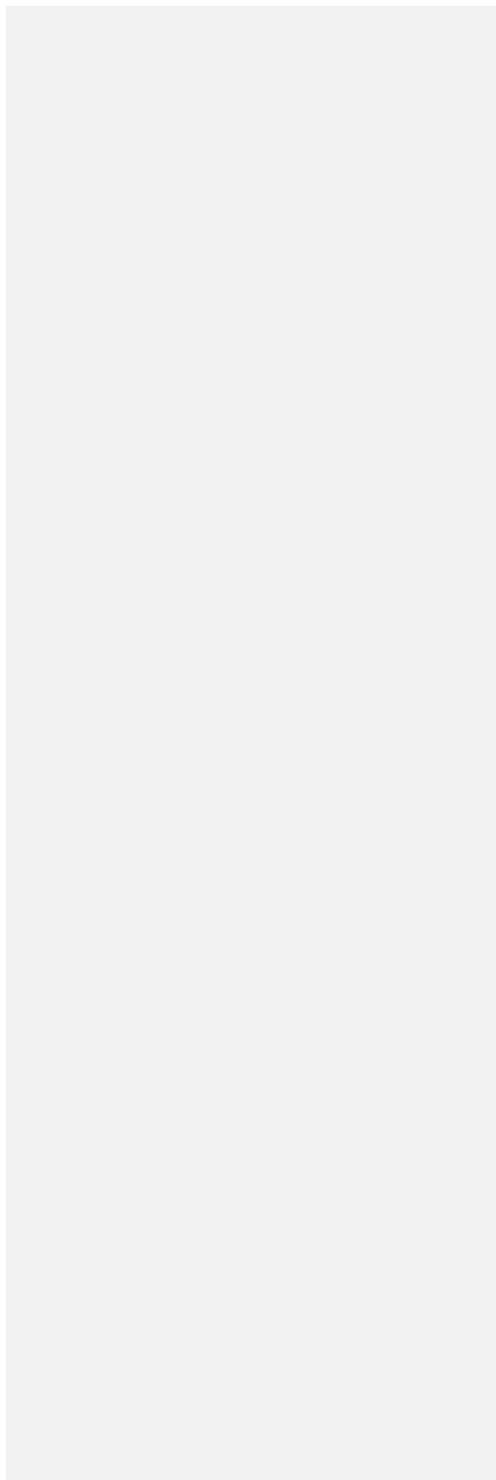
11.2 **Jury Duty:** An employee in the bargaining unit shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. An employee whose regular assigned shift commences at or after 12:00 noon who is required to serve that day's full court session as determined by the judge shall be relieved from work with pay.

11.3 **Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

11.4 Sick Leave:

11.4.1 **Leave of Absence for Illness or Injury:** Effective July 1, 2014, an employee employed five (5) days a week by the District shall be granted 13 days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

11.4.2 Effective July 1, 2014 an employee who is employed five (5) days a week and is employed for



eleven (11) months shall earn 13 days of sick leave and an employee who is employed five (5) days a week for ten (10) months shall earn 13 days of sick leave.

11.4.3 An employee who is employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of 13 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which he/she is entitled.

11.4.4 Pay for any days of absence shall be the same as the pay which would have been received had the employee served during the day of illness or injury.

11.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Article shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

11.4.6 A pregnant employee is entitled to use sick leave for all medical care including visits to the employee's licensed health advisor, and for any necessary time off work ordered by that health advisor.

11.4.7 If an employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year. In addition, if four (4) or less sick leave days are used the preceding year, one (1) additional day will be allotted to the employee's accumulated sick leave credit.

11.4.8 Days of sick leave are prorated based on the number of hours worked per day compared to eight (8) hours per day.

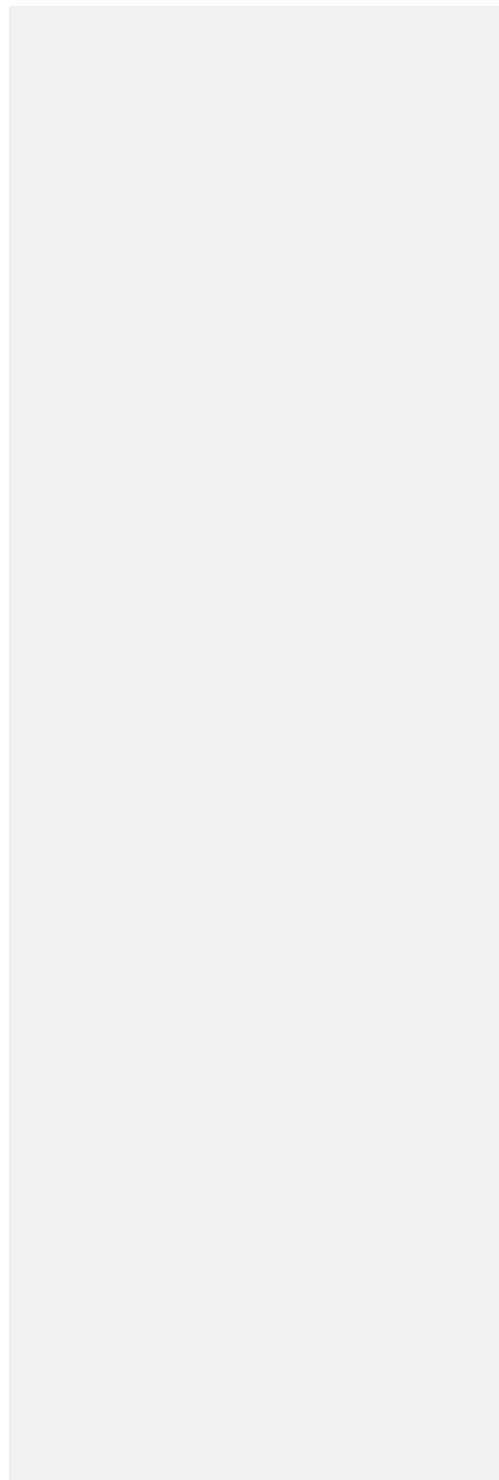
11.5 **Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of California, employees shall be entitled to the following benefits:

11.5.1 An employee suffering an injury or illness arising out of and in the course of scope of his/her employment shall be entitled to a leave of not more than 60 working days in any one (1) fiscal year for the same accident or illness. Entitlement to this leave shall be conditional upon the approval of the employee's Workers' Compensation claim. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

11.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of California, exceed the normal gross wage for the day.

11.5.3 The Industrial Accident or Illness Leave (IAIL) is to be used in lieu of normal sick leave

benefits. When entitlement to IAIL under this Article has been exhausted, normal sick leave and



vacation leave may be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of California at the time of the exhaustion of benefits under this Article, the employee shall be entitled to use only so much of accumulated and available sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's gross pay at the regular rate of pay.

11.5.4 An employee may request an unpaid leave of absence when the employee's IAIL, sick leave, vacation and compensatory time off are all exhausted, and the employee is not yet physically able to return to work.

11.5.5 Any time an employee on IAIL is able to return to work, the employee shall be reinstated to an equal position, but not necessarily the exact position held when leave commenced, without loss of pay or benefits. If an employee is unable to return to work when all paid and unpaid leaves are exhausted, the employee will be placed on the 39-month reemployment list. Reemployment will be in order of seniority as positions come available and when the employee is medically released for duty.

11.6 Entitlement to Other Sick Leave: When an employee is absent from his/her duties on account of illness or injury for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence. If no substitute is hired, the employee shall receive his/her regular pay.

11.7 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. Absences under unpaid leave provisions of this Article shall likewise not be considered a break in service. However, an employee on unpaid leave of absence is entitled to receive the normal District contributions toward group benefits under Article VIII only if the employee is utilizing Family and Medical Leave.

11.8 Personal Necessity Leave: Up to seven (7) days of absence earned for sick leave under Paragraph 11.4 of this Article may be used by the employee each year at his/her election in cases of personal necessity on the following basis:

11.8.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Paragraph 11.1 of this Article.

11.8.2 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.

11.8.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.

11.8.4 A matter of compelling personal concern which cannot lightly be disregarded by the employee and which cannot be handled outside regular working hours, as approved by the District

superintendent.

11.8.5 In addition to an employee's access to sick leave for reasons of personal necessity, each employee is entitled each fiscal year to use up to the amount of sick leave the employee accrues in six (6) months to care for a sick parent, child or spouse. For a 12-month employee this is six (6) days of sick leave, and 10-month employees are entitled to five (5) days.

11.9 **Personal Discretion Leave:** Employees shall be granted up to ~~six (6)~~ **seven (7)** personal discretion days per year, with three (3) days prior notice. Such leave, which shall be deducted from an employee's sick leave, may be claimed in increments as it relates to the individual's normal work day. Restricted dates include the first and last day of the school year. Such leave can be denied if it is deemed to have a negative impact on the school site as determined by the site administrator or the superintendent, and will be granted on a first submitted, first approved basis.

Deleted: six

Deleted: 6

11.10 **Family and Medical Leave:** Employees who have served one year or longer may take up to 12 weeks of unpaid leave each year for the birth of a child, adoption of a child, fostering of a child; care for a child, spouse or parent with a serious health condition; or care for the employee's own serious health condition. The employee shall give the District as much advance written notice as possible of the need for this leave. The District may require medical verification. The employee is entitled to continue receiving District-paid group benefits under the same terms as when the employee is in active status. Upon expiration of leave, the employee shall be restored to his/her former position, or to an equivalent position if the former is not available. The Family and Medical Leave Act shall be administered according to provisions of federal and state law. The 1,250 hours of service requirement is eliminated; the one (1) year of continuous service during the previous 12 months is required for eligibility.

11.11 **Parental Involvement Leave:** Parental involvement leave shall be available to any employee who is a parent, legal guardian or custodial grandparent of one (1) or more students enrolled in any school. This leave is to enable employees to participate in their children's school activities. No more than 40 hours per year may be taken. Such leave may utilize vacation, compensatory time off or paid leave, or may be taken as an unpaid leave if paid leave is unavailable. Request forms shall be completed and submitted to the employee's immediate supervisor three (3) days prior to the date of the request.

11.12 **Catastrophic Leave Bank:** A catastrophic leave bank exists to assist participating permanent employees who have exhausted all available paid leaves of absence, vacation and compensatory time off, and who are absent from work due either to a lengthy incapacitating illness or injury or because of an incapacitating illness or injury of an immediate family member requiring the employee to take time off work to serve as the primary caregiver. Employees must also demonstrate that the continuing absence will cause them significant financial hardship.

11.12.1 An employee who meets these conditions may contact the District office and request benefits under this provision. The District has the right to require medical verification of the necessity for the employee's medical absence or of the necessity for care giving for the employee's family member. The District is not responsible for paying for any medical examination(s) required to meet this request.

If the District and CSEA are satisfied that the qualifying conditions have been met, the employee will be given access to paid leave hours accumulated in the catastrophic leave bank. Liaison over the catastrophic leave program shall be maintained by a committee composed of three (3) persons: two (2) appointed by the CSEA chapter president and one (1) designated by the District superintendent. The committee shall approve all disbursements of leave from the bank, shall decide priorities for disbursement and shall develop additional regulations (subject to approval) as needed to implement the program. If an employee is denied access to paid leave hours from the bank, and is dissatisfied with that decision, he/she may directly appeal that decision at step three and above of the grievance procedure.

11.12.2 No more than eighty (80) hours of paid leave from the catastrophic leave bank may be granted in response to a single request, and no more than one hundred sixty (160) hours of paid leave cumulatively in a fiscal year. If the employee returns to work prior to the total use of leave hours granted, the hours not utilized by the employee shall be returned to the bank. If the bank should be insufficient in number of accumulated hours to fill all approved requests for paid leave, available hours shall be distributed with priority going to those who have themselves donated to the bank within the immediate past fiscal year.

11.12.3 Employees may donate to the bank up to forty (40) hours of sick leave in any fiscal year. Donating employees must have at least eighty (80) hours of sick leave remaining on the books after their donated amount is deducted. If an eight (8)-hour employee donates eight (8) hours of sick leave to the bank, eight (8) hours of sick leave are deducted from the employee's account, and eight (8) hours are added to the bank. If a three (3)-hour employee draws three (3) hours from the bank, the employee is credited with three (3) hours of sick leave, and the bank is reduced by three (3) hours.

11.12.4 An employee who wishes to donate sick leave must fill out the appropriate form and take it to the District office for processing. A copy of the processed form will be returned to the employee confirming the donation. The District will notify CSEA of total hours of leave donated to, accrued and deducted from the bank. CSEA may provide participating employees with how many hours have been contributed, accrued and withdrawn since the last District report. No confidential personnel information will be disclosed to participants.

11.12.5 Contributions to the catastrophic leave bank become the property of the bank, even if not utilized, including termination by CSEA, and can only be withdrawn under the terms and conditions of this provision. The bank shall be considered self-contained and limited by the employee contributions received and accrued over time. There shall be no obligation to provide, nor shall any leave be awarded, when all hours have been exhausted.

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

**ARTICLE XII
TRANSFERS AND REASSIGNMENTS**

12.1 Definitions:

12.1.1 Transfer: The process by which an employee vacates a position in order to assume a different position in the same or a different class.

12.1.2 Reassignment: The process of physically relocating an employee, along with his/her position, from one (1) work station and/or work site to another, in response to a reorganization of all or a part of the District's operation.

12.2 Posting Requirement: When a position becomes vacant through the dismissal, demotion, death, abandonment, promotion, resignation, transfer or retirement of an employee, or action by the District to create a new position, the vacancy shall be posted at all District work locations within ten (10) calendar days of establishment of the vacancy. The vacancy shall remain posted for not less than six (6) working days prior to being filled. This shall not restrict the District's ability to employ a substitute pending the filling of the vacancy, so long as the District actively seeks to fill the vacancy.

12.2.1 Posting Information: All vacancy postings shall include the class title of the position, the daily, weekly, monthly and annual hours of employment, the work site and work station, the starting and ending hours of the assigned work shift, and all steps of the salary range on which the position is placed.

12.3 Application Requirement: Any employee may apply for the vacant position by submitting a written application to the District Office within the posting period. An employee on leave of absence may have his/her application submitted by CSEA. The District shall give all qualified employees serious consideration for transfer to vacant positions for which they apply in a timely fashion. Permanent employees who possess the qualifications for the position shall be interviewed, if the District conducts interviews for the position.

12.4 In-Class Transfer: When a permanent employee serving in the same class as the vacancy applies in a timely fashion for transfer to the vacant position, and displays a consistent pattern of evaluations which exceeds expectations, the employee shall be granted the transfer. When two (2) or more qualifying permanent employees apply for transfer to the vacant position, the most senior employee in the class shall be granted the transfer. Seniority for purposes of this Article shall be calculated by date of hire.

12.5 Cross-Class Transfer (Promotional, Demotional or Lateral): When a permanent employee serving in a class different than the vacancy applies in a timely fashion for transfer to the vacant position, and displays a consistent pattern of evaluations which exceeds expectations, the employee shall be granted an interview. If the employee possesses all of the basic qualifications for the class and if his/her overall qualifications are equal to or superior to those of all outside applicants, the transfer shall be granted.

12.6 Promotional Due Process: A permanent employee who receives a cross-class transfer to a different class, and who is required by the District to serve a probationary period in the new class, and does not successfully complete the probationary period, shall be restored to a position in the former class equal to the position from which transferred.

12.7 Unsuccessful Applicant: Upon written request from an unsuccessful employee applicant, the District will inform the employee why he/she did not receive the transfer.

12.8 Salary Placement Upon Transfer: An employee receiving a transfer shall be placed at the same salary step in the new range, if any, as placed on prior to the transfer. A transfer does not interrupt the employee's normal step progression.

12.9 Reassignment: Employees may from time-to-time be impacted by reorganizations of all or a part of the District's operations. When any reorganization results in the physical relocation (reassignment) of an employee's position, the employee shall move along with the position to the new work site or work station, and shall suffer no reduction in hours of employment, wages or benefits.

12.10 Summer Work Assignments: The District shall give all less-than-12-month employees an opportunity to apply for short-term summer work assignments. Employees who wish to work during the summer recess shall express their interest by a written letter of intent submitted within the posting period.

12.10.1 Employees receiving summer work assignments normally and customarily performed by the employee during the regular academic year shall be compensated at the same rate that work requires during the academic year. Pay rates for work, which does not fit established classes, shall be determined by the District and CSEA.

ARTICLE XIII CLASSIFICATION

13.1 Definitions:

13.1.1 Allocation: Assigning a specific rate of pay (salary range) to a newly created job class (part of the classification process).

13.1.2 Class: A group of positions sufficiently similar in duties, responsibilities, working conditions and required skills that they can be paid the same rate of pay (salary range).

13.1.3 Classification: The process of job analysis and documentation by which newly-created positions are defined and delineated in a formal class description, and allocated to a specific rate of pay (salary range).

13.1.4 Class Description: That document, commonly called a job description, which defines and delineates the duties, responsibilities, required skills, training and education applicable to incumbents in a class.

13.1.5 Position: A collection of tasks performed by one (1) individual at one (1) work station, which may be as narrow as a desk (example: receptionist) or as broad as District-wide (example: maintenance).

13.1.6 Promotion: A transfer in which an employee vacates a position in one (1) class to assume a different position in a class with a higher rate of pay (salary range).

13.1.7 Reallocation: Assigning a different rate of pay (salary range) to an existing position or class of positions, either in conjunction with a reclassification or as a result of a negotiated agreement between the District and CSEA.

13.1.8 Reassignment: The process of physically relocating an employee, along with his/her position, from one (1) work station and/or work site to another, in response to a reorganization of all or a part of the District's operation.

13.1.9 Reclassification: The process of job analysis and documentation by which existing positions are redefined and delineated in an amended class description in response to changes over time in the duties, responsibilities, working conditions and skills required of the incumbents. Reclassified positions may be reallocated to a higher rate of pay (salary range) if justified by the degree of change.

13.1.10 Transfer: The process by which an employee vacates a position in order to assume a different position in the same or a different class.

13.2 Placement in Class: Each bargaining unit position shall be placed in a class, with an agreed-upon class description, and shall be allocated to a salary range on the negotiated salary schedule.

13.3 Classification and Reclassification: Position classification and reclassification shall be subject to the mutual written agreement of the District and CSEA. Either party may propose a reclassification at any time during the life of this Agreement for any position. The parties shall promptly negotiate all such proposals.

13.4 Assignment to Unit: All newly-created positions and classes of positions shall be assigned to the bargaining unit if the duties described in the class descriptions are those which should reasonably be assigned to unit personnel.

13.5 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or class shall be placed on the salary schedule at a range that is equal to or higher than the existing placement.

13.6 Incumbent Rights: When a position or class of positions is reclassified, the incumbents in the positions shall retain their positions and shall be reallocated to the higher class, if reallocation occurs.

ARTICLE XIV GRIEVANCE PROCEDURE

14.1 Definitions:

14.1.1 Grievance: A grievance is an allegation by a grievant that there has been a violation, misinterpretation or misapplication of the specific terms of this Agreement.

14.1.2 Grievant: A grievant may be any employee or CSEA.

14.1.3 Day: A day is any day in which the District office is open for business.

14.1.4 Immediate Supervisor: The immediate supervisor is the individual not a member of the bargaining unit having immediate jurisdiction over the grievant.

14.2 Procedure: Grievances shall be handled in the following manner:

14.2.1 Step One: A grievant may present his/her grievance, directly or through his/her job steward, to his/her immediate supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to Step Two.

14.2.2 Step Two: A grievant may present his/her grievance, directly or through his/her job steward, to his/her immediate supervisor in writing. The grievance must be submitted to the immediate supervisor within 21 working days of the event giving rise to the grievance or the District may deem the grievance invalid. The immediate supervisor shall, within five (5) working days after the submission of the grievance, reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the grievant and the job steward.

14.2.2.1 At Step Two of the grievance procedure the grievant may elect in writing to represent

him/herself rather than have CSEA provide representation. If the grievant elects to represent him/herself at this step or at any later step, CSEA shall be relieved of any further obligation or representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure including the costs of arbitration.

14.2.3 Step Three: If the grievance is not settled at Step Two, the grievant or CSEA may request the services of the Grievance Resolution Committee (GRC), composed of the chapter president, the chapter president's designee, the District superintendent and a member of the Board of Trustees. Such service shall be requested within 15 days of the date of the written decision at Step Two.

14.2.4 Step Four: If the grievant is dissatisfied with the decision of the GRC, he/she may appeal the decision to the Board of Trustees within ten (10) working days of receipt of the response at Step Three or within ten (10) working days after the time period called for in Step Three have passed.

14.2.5 Within 32 calendar days of receipt of the appeal from the grievant, the Board of Trustees shall conduct a hearing on the grievance. At the hearing the grievant shall have a full opportunity to present facts relevant to his/her grievance.

14.2.6 The Board of Trustees shall issue a decision on the grievance not later than the regular meeting of the Board next following the hearing of the grievance.

14.3 Group Grievance: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Three.

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

14.5 Grievance Witnesses: The District shall set the date, time and place for a grievance hearing. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay during normal working hours.

14.6 Grievance Processing During Regular Working Hours: The grievant and the CSEA job steward shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.

14.7 Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.

14.8 Authority: CSEA job stewards shall have the authority to file on behalf of and represent employees in connection with this grievance procedure, with the written consent of the employee.

**ARTICLE XV
SAFETY**

15.1 **District Compliance:** The District shall conform to and comply with all health, safety and sanitation requirements imposed by State or Federal Law or Regulations adopted under State or Federal Law.

15.2 **Exposure Protection:** The District shall provide employees with medical information sufficient for employees to understand the risks of working around communicable diseases and the precautions necessary to be taken for preservation of employee's personal health. When necessary for preservation of employee's personal health, the District shall provide employees sufficient protective equipment, supplies and appropriate information to the nature and degree of exposure. The District shall not knowingly permit employees to be exposed to life-threatening diseases.

**ARTICLE XVI
LAYOFF AND REEMPLOYMENT**

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

16.2 **Notice of Layoff:** The District shall notify any bargaining unit employee subject to layoff and shall notify CSEA in writing of the proposed layoff not less than **60** calendar days prior to the effective date of the layoff. CSEA shall have the right to consult with the District during the 60-day period to review the proposed layoff and determine that the manner and order of layoff and the exercise of bumping rights have been in accordance with the provisions of this Article. Layoff notices shall specify the reason for layoff and shall identify by name and classification the employee(s) whose layoff is anticipated.

16.3 **Order of Layoff:** Any layoff shall be effected within a class. The order of layoff shall be determined by seniority within that class plus higher classes within the District. Higher classes mean a class with the same or higher salary range. An employee with the least seniority within the class, plus higher classes, shall be laid off first, either directly or effectively through the exercise of bumping rights by more senior employees. Date of hire as a regular employee in the current classification shall be used as the basis for determining seniority. The above process does not change the District's right to make an assignment in a particular class.

16.4 **Bumping Rights:** An employee to be laid off from his/her position may elect to bump the most junior employee in the class who works the same number of non-overtime hours. If there is no such employee, bumping shall be to either (a) the position held by the most junior employee in the class who works fewer hours, but most nearly equal to those of the affected employee, or (b) into a lower class where the employee has accrued seniority through prior service in the class. Seniority in the lower class shall be determined by seniority in that class plus higher classes. The employee shall have the right to continue bumping into lower classes in which he/she has accrued seniority in order to avoid separation from employment. Employees who exercise bumping rights retain all of their reemployment rights to the class and the hours from which originally laid off. Employees who are bumped by more senior employees shall be free to exercise their bumping rights in order of seniority.

16.5 Vacant Position: Any vacant position in a class shall be deemed to be the most junior employee in the class and shall be bumped into without advertising the vacancy.

16.6 Salary When Bumping: When an employee bumps into a lower class, his/her salary range will be reduced to the salary range of the lower class. His/her salary step shall be the same in the lower range as in the higher range. His/her longevity benefits shall not be diminished by the reduction in class or salary range.

16.7 Layoff in Lieu of Bumping: A laid-off employee who elects separation from employment rather than exercise bumping rights retains all reemployment rights.

16.8 Equal Seniority: If two (2) or more employees subject to layoff possess equal class seniority, precedence shall be determined by the earliest hire date as a regular classified employee of the District in any classification. If hire date seniority be equal, precedence shall be determined by lot.

16.9 Reemployment Rights: Laid off employees are eligible for reemployment in the class and to the hours from which laid off for a period of 39 months, and shall be reemployed in the reversed order of layoff. Their reemployment shall take precedence over any other type of employment; accept that of injured employees who have been placed on the reemployment list upon exhaustion of all leaves of absence, with which laid-off employees shall be merged in order of seniority. Acceptance or refusal to accept an offer of reemployment to a position with lower class status or shorter hours than that from which laid off shall not diminish an employee's reemployment rights. Laid off employees shall have the right to apply for other positions within the District as if they were in active status. Any right to promotional or transfer precedence granted active employees by this Agreement shall be extended in like manner to laid off employees on reemployment lists. Employees who elect voluntary demotions or voluntary reductions in regular, non-overtime daily hours or annual days of employment as layoff in lieu of separation from employment shall, at the employee's option, be returned to positions in their former classes and to positions with increased hours as positions become available for an additional 24 months, except that they shall be ranked on a reemployment list in accordance with their seniority.

16.10 Retirement in Lieu of Layoff: Any eligible employee may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such employees shall, not less than ten (10) days prior to the effective date of the proposed layoff, provide written notification to the District to this effect. The District shall assist the employee in effecting retirement through the Public Employees Retirement System (PERS). The employee shall then be placed on a 39-month reemployment list, as would any laid off employee. However, the employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code and the regulations of PERS. The District agrees that when an eligible retiree responds positively and in a timely fashion, per Paragraph 16.13, to an offer of reemployment, the retiree shall be granted the time necessary for terminating retired status and returning to active service. An eligible retiree who declines to accept an offer of reemployment to a position equal in class and hours thereafter will be considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retired in lieu of layoff under the Article.

16.11 Seniority Roster: The District agrees to maintain a seniority roster for all bargaining unit

classes, which shall be updated not less than annually. CSEA shall be entitled to receive a copy of said roster each time it is updated and each time layoffs are to occur.

16.12 Reemployment Notices: Whenever a reemployment list is in effect for a bargaining unit class, the District shall be responsible for providing written notification of appropriate openings to employees on said list by placing said notice in the U.S. mail, postage prepaid, to the last known address of the employee. CSEA shall concurrently be provided a copy of each notice. If employees on the reemployment list want to receive mailed notice of openings in classes other than the class from which they were laid off, they are responsible for providing the District with written notification of exactly which class(es) they want to receive notices of openings for. In addition, employees who want to receive notices of openings in other classes are responsible for providing the District with pre-stamped, self-addressed envelopes for mailing purposes.

16.13 Employee Response: Employees on reemployment lists who desire to return to active service with the District shall be responsible for notifying the District to this effect within seven (7) days of receipt of a notice of appropriate opening. An employee accepting reemployment shall report to work not later than ten (10) days after the date of intended reemployment as announced by the District.

16.14 Combined Classes: Employees serving in a combined class, the component classes of which include the same duties as do two (2) or more other bargaining unit classes, shall accrue seniority in the component classes in the same manner as for the combined classes in amounts which reflect the proportion of regular, non-overtime hours served in each of the component classes.

16.15 Retention of Fringe Benefits: Whenever an employee's hours are reduced to under six (6) hours, the employee at his/her option shall retain the health and welfare benefits received prior to the reduction of hours. An exception would be in the case of a loss of funds for the position or reallocation of funds by the School Board or an advisory council. Each exception may be addressed by the District and CSEA on a case-by-case basis.

ARTICLE XVII DISCIPLINARY ACTION

17.1 Exclusive Procedure: Disciplinary action may be imposed upon permanent employees only pursuant to this Article.

17.2 General Provisions:

17.2.1 Discipline may be imposed upon employees only for just cause in accordance with the specific grounds for discipline established in Paragraph 17.6. Disciplinary action includes any action which deprives an employee of any classification or incident of employment or classification, and includes dismissal, demotion, suspension, reduction in hours or class, transfer or reassignment, without the employee's written voluntary consent.

17.2.2 Letters of reprimand shall not be considered disciplinary actions under this Article. Letters of reprimand may be challenged and appealed by the employee through the grievance procedure

contained in this Agreement.

17.2.3 Except in those situations where an emergency suspension is justified under Paragraph 17.4, or situations involving serious and inexcusable misconduct on the part of the employee, an employee whose work or conduct is of such a nature as to potentially warrant disciplinary action shall first be specifically warned in writing by the immediate supervisor who is not a member of the bargaining unit. Such warning shall state the nature of the alleged offense, and any intention the supervisor may have to recommend discipline based on future misconduct. A copy of the warning shall be given to the CSEA chapter president. The supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring discipline.

17.2.4 It is the intent of the parties that discipline be applied progressively to afford the employee the maximum opportunities to correct deficient work practices or conduct. Discipline less than dismissal shall be imposed for corrective purposes only.

17.2.5 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent or for any cause alleged to have arisen more than two (2) years preceding the date of the disciplinary notice.

17.3 Disciplinary Procedure:

17.3.1 When the District determines that sufficient cause exists for disciplinary action to be taken against an employee, the District shall serve formal notice to that effect upon the employee. Such notice shall be presented to the employee by personal delivery or by being placed in the U.S. mail, postage prepaid, return receipt requested, addressed to the last known address of the employee. A copy of the notice shall be given to the CSEA chapter president.

17.3.2 The notice shall state the specific charges against the employee, citing names, dates, times, locations and circumstances of alleged acts or omissions upon which discipline is to be based. If it is alleged the employee has committed any of the grounds for disciplinary action contained in Paragraph 17.6, such grounds shall be set forth in the notice. The notice shall set forth the charges against the employee with such clarity and specificity in ordinary and concise language that the employee may be fully informed of their exact nature.

17.3.3 Included with the notice shall be a paper, the signing and return of which by the employee shall constitute a denial of all charges, and a demand for a hearing on the charges. The employee shall have not less than ten (10) calendar days from receipt of the notice in which to return the paper to the District and demand a hearing.

17.3.4 The employee shall be entitled to an informal hearing on the charges with the appropriate administrators, whether or not the employee demands a formal hearing on the charges. The employee shall be entitled to have a representative of his choice at the informal hearing.

17.3.5 If the employee demands a formal hearing on the charges, the Board of Trustees shall conduct a hearing on the charges at the first regular meeting of the Board that occurs not less than ten (10)

calendar days after the date of mailing or personal delivery of the notice of charges, unless the Board schedules a special meeting for that purpose. The hearing shall be conducted in open or closed session, based upon the wishes of the employee.

17.3.6 The employee shall have the right of counsel or representation of his/her choice at the hearing. He/she shall have the right to present evidence, testimony and witnesses on his/her behalf and the right to cross-examine witnesses for the District. The burden of proof shall remain with the District. The Board of Trustees may sustain, modify wholly or in part, or reject the recommended disciplinary action, but may not impose discipline more severe than originally recommended. The Board's decision shall be final, shall be presented to the employee in writing, and shall indicate a decision on each charge and specification individually, as well as collectively. The Board's decision shall include a date for imposition of discipline, if any.

17.4 Emergency Suspension: CSEA and the District recognize that emergency situations can exist involving the health and welfare of students and/or employees. If an employee's presence on District property would lead to a clear and present danger to the lives, safety, health and welfare of students or fellow employees, the District may immediately suspend the employee with pay. No suspension without pay shall occur until a decision is rendered by the Board of Trustees following the hearing process, or if the employee does not demand a hearing. The District shall serve notice upon the suspended employee, who shall be entitled to initiate the hearing process in accordance with the provisions of this Article.

17.5 Disciplinary Settlement: A proposed disciplinary action may be settled at any time following service of the required notice on the employee, on any terms acceptable to the employee and the District. The terms of any such settlement shall be reduced to writing and a copy given to the CSEA chapter president by the District. An employee offered a disciplinary settlement by the District shall be allowed ten (10) calendar days to have the proposed settlement reviewed by his/her chosen representative prior to signing it.

17.6 Grounds for Disciplinary Action:

17.6.1 Incompetence or gross inefficiency in the performance of assigned duties.

17.6.2 Insubordination, including, but not limited to, refusal to perform assigned work.

17.6.3 Discourteous, abusive, offensive or immoral conduct or language toward fellow employees, students or the public.

17.6.4 Dishonesty.

17.6.5 Smoking and the use of tobacco products on sites and in vehicles owned and/or operated by the District.

17.6.6 Refusal to submit to the DOT drug and alcohol-testing program.

17.6.6 Possession or consumption of alcoholic beverages on sites and in vehicles owned and/or operated by the District, or reporting for work while under the influence of alcohol.

17.6.7 Possession or use of a controlled substance on the job, or being under the influence of a controlled substance without a prescription. Conviction of a controlled substance offense as defined in Ed Code 44011.

17.6.9 Absence without notification.

17.6.10 Repeated unexcused absences or tardiness.

17.6.11 Abuse of leaves privileges.

17.6.12 Falsifying any information supplied to the District, including information on application forms, employment records or any other District records.

17.6.13 Physical or mental inability to perform assigned duties with reasonable accommodations in place.

17.6.14 Refusal to take a medical examination required by the District.

17.6.15 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job, or the accepting of anything of value or any service in exchange for granting any special treatment to a fellow employee or to any member of the public.

17.6.16 Persistent violation or refusal to comply with safety rules or other procedures established by the District or by any governmental agency with jurisdiction.

17.6.17 Conviction of a sex offense as defined in Ed Code Section 44010.

ARTICLE XVIII PERSONNEL GROWTH

18.1 The District recognizes that there are Personnel Growth activities that individual employees could pursue that would be to the benefit of the employee and, in turn, a direct benefit to the District. Any employee who wants to participate voluntarily in an accredited institution's training program at his/her own expense and on his/her own time may apply for service units.

18.2 **Process for Application:** Thirty (30) days prior to the commencing of a Personnel Growth activity, the employee will be responsible for having completed the following steps:

18.2.1 **Step One:** Fill out an application for Personnel Growth activities. Included in this form will be a rationale and justification that this activity will not only benefit the employee, but will also give the employee new skills that are directly related to his/her job description and will be a direct benefit to the District.

18.2.2 **Step Two:** Take the application to his/her immediate supervisor (in the case of classroom aides, the immediate supervisor would be their classroom teachers). The immediate supervisor would consider the application and write a justification that this course will be directly related to the applicant's job and that, once the employee has this training, these new skills will be used on the job.

18.2.3 **Step Three:** Take the application to the building principal, if appropriate. The building principal would then consider the application and write a justification that this course will be directly related to the applicant's job and that, once the employee has this training, these new skills will be used on the job.

18.2.4 **Step Four:** Take the application to the District Superintendent for final approval or rejection.

18.3 Upon completion of the course work, the employee shall within 30 days file a "verification of attendance and completion" form with the District office. All course work must be completed with a passing grade of "C" or better to receive service credit. The grade of "pass/fail" is not acceptable unless prior approval has been granted.

18.4 Credit points will be assigned as follows:

18.4.1 **College, junior college or trade school:** one (1) point per semester unit.

18.4.2 **Adult education course:** one (1) point per semester unit.

18.4.3 **Correspondence Course:** Reviewed on an individual basis by the District Superintendent.

18.5 **Qualifying for Awards:** When an employee has completed ten (10) approved growth points, he/she shall receive a merit salary increase of \$20.00 per month, to begin with the subsequent pay period.

18.5.1 An employee may earn a maximum of two (2) Personnel Growth increments during his/her term of employment.

18.6 It is hereby acknowledged that participation in Personnel Growth activities is entirely voluntary upon the part of the employee and that participation shall not be a requirement toward attaining any of the rights, benefits or burdens accorded bargaining unit employees under this Agreement.

18.7 Separate from the Professional Growth provisions above, the District may provide training opportunities for unit members. Such training and costs must be approved in advance by the District Superintendent. As part of the approval process, the District will identify approved expenses that include enrollment, materials and/or travel related expenses.

ARTICLE XIX SEVERABILITY

19.1 **Savings Clause:** If, during the life of this Agreement, there exists any applicable law or any

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

19.2 Replacement of Severed Provision: In the event of suspension or invalidation of any Article or Paragraph of this Agreement, the parties agree to meet and negotiate within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Paragraph.

**ARTICLE XX
DURATION**

20.1 Length of Agreement: This Agreement shall become effective upon ratification of tentative agreement(s), and shall continue in effect to, and including, October 31, 2016, and the appropriate status quo shall be maintained throughout the negotiations and impasse procedure.

20.2 Annual Reopeners: For 2014-15, Article VIII, Health and Welfare and two articles of each party's choice may be reopened except that Article VI is closed during the 2014-15 year. For 2015-16, Article VI-Salary, Article VIII-Benefits plus two articles of each party's choice may be opened. Both parties have an interest in sunshining reopener proposals in the month of October during the term of this Agreement.

20.3 In the absence of an agreement in years subsequent to 2015-16 that is not a successor year each party shall have four (4) annual reopeners covering salary, benefits and two (2) other reopeners of choice (per each party per year) unless otherwise agreed to by the parties.

This updated Agreement is entered into and revised this ____ day of _____, 2014, by the parties as indicated by their signatures below.

[for the District]

[for CSEA]

APPENDIX A

JOB TITLES/SALARY RANGES

TRANSPORTATION:

Bus Driver	18
Delivery Person	18
Maintenance, Operations, Utility	18
Bus Driver/Dispatcher/Trainer	29

OPERATIONS:

Custodian	13
Lead Custodian	15
Lead Custodian - Maintenance	16
Maintenance	15
Lead Maintenance	26

CLERICAL:

Library Clerk	15
Office Clerk	15
Educational Secretary - Elementary	17
Educational Secretary – Middle	18

CAFETERIA:

Assistant Cook	13
Food Service Worker	7
Head Cook/Food Service Coordinator	18

INSTRUCTION:

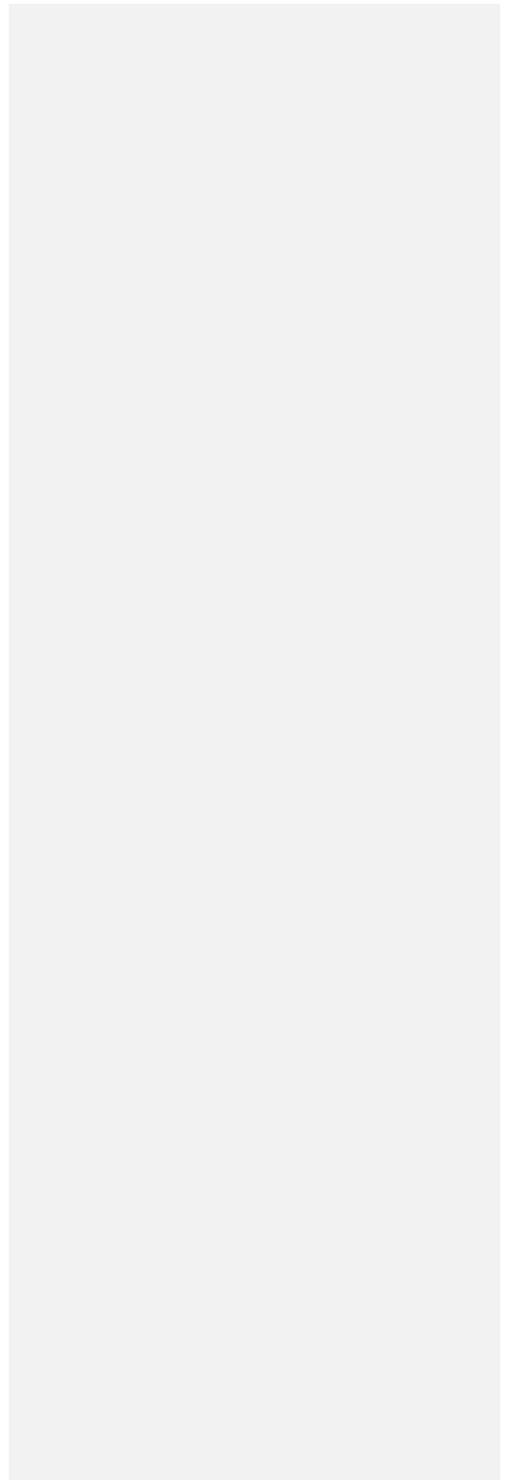
Paraprofessional	15
Special Education Paraprofessional	15
Off Site Paraprofessional	15
One-to-One Special Education Paraprofessional (SCIA)	15
ELL Paraprofessional	15
Speech & Language Paraprofessional	15
Lunch/Cafeteria/Playground Monitor	12

AFTER-SCHOOL PROGRAM:

After School Program Assistant	13
Child Development Aide	13
Child Development Assistant Specialist	18
Child Development Specialist	23
After School Program Site Supervisor	18
Child Care Program Clerical Aide	15

SPECIALIST:

Fine Arts Specialist – Visual Arts	27
Fine Arts Specialist – Theater/Drama	27
Fine Arts Specialist – Dance	27
Piano Accompanist	15



APPENDIX C

HEALTH AND WELFARE BENEFITS

Health Insurance (employee plus dependent coverage), currently Blue Shield Redwood NCSMIG (North Coast Schools Medical Insurance Group)

Dental Insurance (employee plus dependent coverage), currently through NCSMIG

Vision Insurance (employee plus dependent coverage), currently Vision Service Plan through NCSMIG

Life Insurance (employee), currently The Standard

**HEALTH & WELFARE
NEGOTIATED BENEFIT PACKAGE CAP
(DISTRICT PAID)**

	ANNUAL CAP
BLUE SHIELD MEDICAL INSURANCE	\$10,590.84
DENTAL	\$ 1,131.24
VISION SERVICE PLAN	\$ 321.84
THE STANDARD LIFE INS. CO.	\$ 78.60
TOTAL ANNUAL CAP	\$12,122.52

APPENDIX D

NUMBER OF WORK DAYS
(for less than 12-month employees)
Commencing with 2013-14 year

Bus Driver: 181 days
Custodian: 181 days
Head Cook: 184 days*
Assistant Cook: 184 days*
Food Service Worker: 184 days*
School Secretary: 195 days
Office Clerk: 188 days
Library Clerk: 181 days
Paraprofessional: 181 days
Special Education Paraprofessional: 181 days
Playground/Lunchroom Monitor: 180 days
After School Program Assistant: 181 days
After School Program Site Supervisor: 181 days

*Two days shall be scheduled before instruction and two days at the end of the school year after instruction.