

**AGREEMENT**

**between**

**WISEBURN UNIFIED SCHOOL DISTRICT**

**and**

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

**WISEBURN CHAPTER #486**

**July 1, 2017 – June 30, 2020**

**(2018-2019)**

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## **Article 1 - Agreement**

This is an Agreement made and entered into this 1st day of July 2018, between the Wiseburn Unified School District (hereinafter referred to as "District") and California School Employees Association (CSEA), Chapter #486 (hereinafter referred to as "Association").

## **Article 2 - Recognition**

- 2.1 The District recognizes the Association as the exclusive bargaining representative for the classified employees of the Wiseburn Unified School District's bargaining unit as referenced in attached Appendix A. Should the District create a new job classification or abolish one of the existing job classifications listed in Appendix A, it shall notify the Association in writing prior to such action. The District shall update Appendix A annually on the District website and in the Agreement provided to new unit members.
- 2.2 Excluded from this unit are those positions designated by the District as management and confidential.
- 2.3 Excluded from this unit are Substitute Employees and Short Term Employees as defined in Education Code 45103.
- 2.4 The District shall post the Agreement on the District website within 45 days after ratification by the Board of Trustees and provide 30 copies of the Agreement to the CSEA President

## **Article 3 - Association Rights**

- 3.1 Authorized Association representatives shall have the right to use District facilities for the purpose of conducting lawful Association meetings when not previously scheduled and such use does not interfere with District business. An authorized Association representative shall obtain authorization from the building site administrator for such usage prior to any meetings scheduled for that building and, in the case of meetings designated for general Association membership or unit members, a civic center permit shall be filed with the Superintendent. The Association shall reimburse the District for any damage and/or custodian services required in excess of the usual and customary custodian service and wear associated with normal usage.
- 3.2 The Association shall have the right to use the intra-District mail service in mailboxes for communications to employees regarding matters of lawful Association concern to the extent permitted by law. Authorized Association representatives shall have the right to post notices regarding activities and matters of lawful Association concern on designated bulletin boards, at least one of which shall be provided at each site in an area frequented by employees. Copies of all material posted other than materials concerning routine Association announcement of meetings or functions, membership

promotion, or Association sponsored programs shall contain an Association identification and shall be submitted to the Superintendent at the time the information is posted and/or distributed. The Association shall not post or use the intra-district mail service to distribute information which is knowingly defamatory to the District or District personnel or advocates unlawful conduct or violation of Board policies and/or regulation.

- 3.3 Subject to prior approval of the District, authorized Association representatives shall have the right of access to areas in which employees work for the purpose of transacting lawful Association business, provided such business does not interfere with the duties of employees. Any authorized Association representative who wishes to conduct business on a site other than his own work site shall, upon arrival, first report to the office of the site administrator to announce his presence and state the general nature of his business.
- 3.4 Authorized Association representatives shall have the right to review an employee's personnel file when accompanied by the employee or upon presentation of a written authorization signed by the employee.
- 3.5 Authorized Association representatives shall have the right to be supplied with a "hire day" seniority roster of all bargaining unit employees and shall have the right to receive non-confidential public records which directly relate to and are necessary to the Association's obligation as the exclusive bargaining representative.
- 3.6 The District shall grant the Association reasonable release time for negotiations and for the purpose of processing grievances under Article 17 of this Agreement at times least disruptive to the District/school operation and/or educational program and, further, shall grant release time for a maximum of two (2) Association unit members to attend the CSEA annual conference.
- 3.7 The District shall provide new unit members Association information packets. The Association shall provide these information packets to the District for distribution, contents of which shall be mutually agreed to between the District and the Association.

The District shall provide the CSEA president notice of new unit members. This notice shall include name, classification, work site (if known ahead of time), start date, and the anticipated date/time the employee will meet with the District to go over new hire paperwork, benefit forms, and other orientation information.

This notice shall be given as closely as possible to the District making their final hiring decision and will at least coincide with the information being made public through the School Board Agenda.

#### **Article 4 - Payroll Deductions**

- 4.1 Any employee who is a member of the Association or who has applied for membership in the Association may sign and deliver to the District an assignment

authorizing deduction of unified membership dues. Association dues, upon formal written request from the Association to the District, shall be increased without re-solicitation and authorization from the members provided the Association gives prior notification to employees of the change. The District shall forward any such dues deduction authorization (application) form to the Association within five (5) days of receipt.

- 4.2 Pursuant to authorization by the employee, the District shall deduct one-tenth (1/10th) of the Association service fees/ dues from the regular salary warrant of the employee each month. Deductions for employees who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- 4.3 With respect to all Association dues/service fees deducted by the District pursuant to authorization of the employee, the District agrees to remit within a reasonable time such monies to the Association, along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.
- 4.4 Upon appropriate written authorization by the employee, the District shall deduct from the salary warrant of the employee and make appropriate remittance for annuities, credit union, District-authorized insurance programs and United Way. Such authorization will continue year after year unless the District is notified in writing by CSEA of a change.
- 4.5 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing at least fifteen (15) working days after such submission.
- 4.6 Association Hold Harmless Indemnification: The California School Employees Association and its Wiseburn Unified School District Chapter 486 agree to indemnify and hold harmless the District, the Board of Trustees, and its employees and agents from all claims, demands, suits, settlements, or any other action arising as a result of the enforcement of this Article of the Agreement and to agree to assume the defense upon request of the District in connection with any legal proceedings under this article. The District shall promptly notify CSEA of any and all legal actions against this provision and the Association shall have the exclusive right to decide what, if any, legal action should be attempted in defense of this article.

## **Article 5 - Assignment and Transfer**

- 5.1 Assignment of each employee shall be at the discretion of the Superintendent. Such assignment shall be made in accordance with the employee's qualifications and the needs and best interests of the school district. Unit members shall receive a copy of their job description at the beginning of their initial assignment. Any subsequent changes in the job description shall be provided to the unit member. Changes in the job descriptions salary placement shall be negotiated with the Association to the

extent required by law.

- 5.2 A "transfer" refers to the movement of a unit member from one site to another. A transfer may be unit employee-initiated (voluntary) or District-initiated (involuntary).

5.3 Voluntary Transfers – Filling of Vacancies

5.3.1 Position vacancies shall be announced by bulletins from the business office. Such announcements shall include location, hours, salary, along with a job description and necessary qualifications. Employees are encouraged to make application for such vacancies and will be given first consideration. Seniority will also be a consideration, but not the sole determining factor in filling a position. All vacancies shall be posted by the District for not less than five working days at all work locations prior to being filled. An employee may apply for a vacancy by notifying the personnel office.

5.3.2 In selecting applicants to fill a vacancy, the District shall consider the following criteria:

- a. Needs and efficient operation of the District.
- b. Interview scores and any testing administered by the District.
- c. Skills, experience, and strengths.
- d. Employee evaluations.
- e. Training.
- f. Seniority in the classification

If the above considerations are equal as determined by the District, seniority shall prevail.

5.3.3 Final selection shall be made by the District.

5.4 Involuntary Transfers

5.4.1 The District may involuntarily transfer employees within classification at any time, when in the best interest of the District. Prior to such transfer, an employee shall be given ten (10) days notice, and upon request, a conference shall be held with the Superintendent or designee to discuss the basis for the transfer. If the transfer is mutually agreed upon by both parties the notice and/or conference shall be waived.

5.4.2 In determining the best interest of the District, factors, including the following, shall be considered by the District:

- Needs and efficient operation of the District
- Site Administrator/Supervisor input
- Employee Safety
- Hardship resulting from change in work shift
- Adverse impact resulting from split assignment

Qualifications, including recent training  
Quality of service as determined by written evaluations  
The District's instructional and operational needs  
Program needs of the schools requiring employees with specific skills, experiences, and strengths

If the above factors are equal as determined by the District, inverse seniority within the affected classification shall prevail.

- 5.5 The District at its discretion may offer an alternative position, when available, to a unit member who has become medically unable to satisfactorily perform his/her regular assignment, provided the unit member is qualified and able to perform all of the duties required by the position. Any such offer of alternative work shall be by mutual agreement between the unit member and the District.

## **Article 6 - Employee Rights**

- 6.1 The probation period of employees shall be one calendar year.
- 6.2 An employee who serves the required probationary period in a satisfactory manner shall be classified as a permanent employee and shall be subject to dismissal only for cause.
- 6.3 An employee who is promoted shall serve a probationary period of six months in the higher classification. Any employee serving a probationary period as a result of a promotion who is found unsatisfactory in the higher position shall be reinstated in permanent status in his/her former classification unless there is cause for dismissal.
- 6.4 The District will provide all maintenance, maintenance helpers and custodian-groundskeepers with distinctive uniforms as follows:
- 7 shirts
  - 5 pants
  - 1 hooded sweat jacket (hoodie)
  - 1 cover-all (for shop employees only)
  - \$300 yearly allowance for work coat/jacket, shoes/laces/insoles and/or laundry supplies (detergent, bleach, dryer sheets).

Effective July 1, 2014 and every July thereafter the District will issue two (2) replacement shirts and two (2) replacement pants to each maintenance worker, maintenance helper, custodian and groundskeeper.

The District will provide all food service workers with distinctive uniforms as follows:

- 3 smocks

- \$150 yearly allowance for non skid shoes/laces/insoles and/or laundry supplies (detergent/bleach/dryer sheets).

Reimbursement for shoes, laces, insoles and/or detergent shall be issued two (2) times per year, not to exceed yearly allowance. Unit members shall submit original receipts to the Business Office as follows:

- November 1 to November 15
- June 1 to June 15

- 6.5 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for inspection. Such material is not to include ratings, reports or records which were obtained prior to employment; were prepared by identifiable examination committee members or obtained in connection with promotional examinations.

Employees shall have the right to inspect such materials upon request, provided that request is made at a time when such employee is not actually required to render services to the District.

- 6.6 Information of a derogatory nature, except materials mentioned in paragraph 6.5 above, shall not be entered or filed unless and until the employee is given reasonable notice and reasonable opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon.
- 6.7 Neither the Association nor the District shall unlawfully discriminate against any employee with respect to the application of specific provisions in this Agreement on the basis of race, religion, sex, national origin or age. Violations of this Article shall not be subject to the grievance procedure contained herein in Article 17.
- 6.8 Prior to any meeting that could or would reasonably lead to disciplinary action, the Bargaining Unit Member shall be informed in advance of his/her right to have a representative present at the meeting with employee to the extent required by law.

## **Article 7 - Suspension, Demotion and Dismissal**

- 7.1 Discipline shall be defined as suspension without pay, demotion or dismissal of a *permanent* unit member.
- 7.2 One or more of the following causes may be grounds for discipline of a permanent unit employee:
- a. Incompetence, inefficiency in the performance of the duties of the assignment/job, dereliction of duty or lack of ability or failure to perform the assigned duties in a satisfactory manner.

- b. Immoral conduct or evident unfitness for service.
- c. Inability to perform assignment/job due to failure to meet necessary qualifications specified at date of hire (including, but not limited to, refusal to meet District insurability requirements).
- d. Insubordination (including, but not limited to, refusal to do assigned work), failure to obey reasonable directions or observe reasonable rules or regulations of the school district or management directives.
- e. Carelessness or negligence in the performance of duty or in the care or use of District property.
- f. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- g. Dishonesty, theft of District equipment or supplies or personal property of fellow employees.
- h. Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol.
- i. Conviction of a narcotics offense as defined in Section 44011 of the Education Code. Use of or possession of narcotics or non-prescribed restricted substances while on the job or reporting to work while under the influence of a narcotic or non-prescribed restricted substance.
- j. Engaging in political activity during designated hours of employment.
- k. Conviction of a crime involving moral turpitude, or immoral conduct.
- l. Conviction of any sex offense as defined in Education Code Section 44010.
- m. Repeated unexcused absence or tardiness.
- n. Excessive absenteeism or tardiness.
- o. Abuse of illness leave privileges.
- p. Falsification or omission of any information supplied to the District or required to be supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- q. Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the governing board or by an appropriate federal, state or local government agency.

- r. Abandonment of position (5) consecutive days or more.
  - s. Offering anything of value or offering any service in exchange for special treatment in connection with the unit employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
  - t. Willful and repeated violation of the Education Code, California Codes, or policies, rules or regulations of the District.
  - u. Excessive or unlawful fraternization with students.
  - v. Physical or mental conduct unfitting for service. Physical or mental incapacity as determined by competent medical authorities selected by the District and/or employee.
  - w. Inability to meet requirements or job description, including, but not limited to, physical inability or legal inability (such as the loss of a license).
  - x. Violation of any provisions in Sections 7001-7006 of the Education Code.
- 7.3 A permanent unit member may be disciplined for just cause by the Board upon the recommendation of the Superintendent. The Superintendent, when recommending such disciplinary action, shall file with the Board written charges in support of the recommendation. If the Board approves the recommendation, the employee shall be notified in writing within three (3) working days.
- 7.4 The District shall normally adhere to the following progressive *pre-discipline* steps identified in sub sections 7.4.1 through 7.4.5. These steps may be modified or skipped when the District determines the employee's conduct and/or performance is serious.
- *Oral Warning* (with option to issue a conference summary)
  - Written Warning
  - Written Reprimand
- 7.4.1 Step One-Oral Warning:  
The Unit Member shall be orally notified by his/her immediate supervisor of a deficiency in his/her job performance. The supervisor shall discuss the deficiency with the affected Unit Member at an informal meeting and suggest and/or direct ways in which the Unit Member may improve his/her job performance.
- 7.4.2 Step Two-Written Warning:  
If the Bargaining Unit Member has not improved in his/her job performance, the Bargaining Unit Member's immediate supervisor, or designee, shall prepare a written warning letter and shall send such letter to the affected Unit



Member. The warning letter shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement.

7.4.3 Step Three-Written Reprimand:

If the Bargaining Unit Member has not improved his/her job performance, the Bargaining Unit Member's immediate supervisor, or designee, shall prepare a written reprimand and shall send such reprimand to the affected Unit Member. The written reprimand shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement.

7.4.4 Step Four-Suspension:

If the Bargaining Unit Member has not improved his/her performance, the Bargaining Unit Member's immediate supervisor, or designee, may make a recommendation to the Superintendent that the Bargaining Unit Member's deficient job performance warrants a suspension without pay.

7.4.5 Step Five-Further Action:

If it is noted that the Bargaining Unit Member has not improved in his/her job performance, and being that all the above procedures have been followed, the District Superintendent may make recommendation to the Governing Board that further disciplinary action be taken against the Bargaining Unit Member which may include any of the following: demotion, reduction in hours or class, transfer or reassignment without the Bargaining Unit Member's voluntary written consent, or termination, as deemed appropriate. A notice of disciplinary action, if any is to be taken, shall be prepared and shall be subject to the disciplinary notice procedures contained in section 7.5 (below) of this Article.

7.5 Notification to the employee of disciplinary action approved by the Board of Trustees shall be sent to the employee at the last address of official record with the District via U.S. certified mail. Such notification shall contain the following:

- a. A statement in ordinary and concise language of the specific acts or omissions committed by the employee.
- b. A statement that the employee has a right to a hearing on such charges.
- c. A letter, the signing and filing of which shall constitute a demand for hearing and a denial of all charges, provided that it is filed within five workdays after receipt

of the notice by the employee.

- 7.6 Hearing – Within ten (10) working days after receipt of a demand for a hearing by a permanent employee who has been suspended, demoted, or dismissed, the Board of Trustees shall hold such hearing at a time and place designated by the Board. To the extent permitted by law, the Board shall have the option to select a neutral hearing officer in consultation with CSEA. The employee and the District shall be afforded equal opportunity to present evidence. At the close of the hearing, the Board of Trustees shall render its decision which shall be final.
- 7.7 Only alleged violations of the above discipline procedures shall be subject to Article 17, grievance procedure.

### **Article 8 - Salary**

- 8.1 Provide a 2.5% on schedule increase effective July 1, 2018 to all classified unit members in paid status on March 1, 2019.
- 8.2 Advancement on Scale - Assignment to Step 2 shall become effective on the first day of the seventh calendar month of employment. This date shall establish the employee's anniversary date for advancement to subsequent steps on the salary schedule. After assignment on Step 2, employees shall advance to the succeeding steps on the scales on which their position is classified.
- 8.3 Employees may be required to perform any duties which reasonably relate to duties fixed and prescribed by the Board for their position. Employees also may be required to perform duties which are not reasonably related to their duties, provided that, in such case, unit members who work in excess of five (5) work days within a fifteen (15) calendar day period shall have their salary adjusted upward to the first step in the higher classification that represents a salary increase for the period they are required to work out of classification.
- 8.4 An employee promoted to a position in a higher classification shall keep his/her anniversary date, but shall be placed on the lowest step of the new scale that will result in an increase in salary.
- 8.5 Career Increments - See Appendix B
- 8.6 Unit members assigned to summer school positions shall receive, on a pro rate basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.
- 8.7 Any administratively designated unit member requiring bilingual-skills as part of the actual assignment, who has successfully completed the District Bilingual Competency Exam, shall receive a monthly stipend of \$100 per month. Part time

bilingual clerical employees shall receive a pro-ration of the monthly stipend.

- 8.8 Any administratively designated position requiring bilingual/biliterate skills as part of the actual assignment, in the English Language Development Program (E.L.), who has successfully completed the District Bilingual/Biliterate Competency Exam, shall receive a monthly stipend of \$150 per month. Part time bilingual/biliterate E.L. employees shall receive a pro-ration of the monthly stipend. All employees full time or part time will be paid at the proper rate for directed overtime or extra hours of work.
- 8.9 Any full time Custodian/Groundskeeper assigned to R.H. Dana Middle School whose normal work shift is 50% or greater after 4:00 pm shall receive a monthly stipend of \$200 per month, between the months of September and June (10 months total). Any full time custodian at Anza, Burnett or Cabrillo whose normal work shift is 50% or greater after 4:00 pm shall receive a monthly stipend of \$125 per month, between the months of September and June (10 months total). Part time custodian/groundkeeper employees shall receive a pro-ration of the monthly stipend.
- 8.10 Any full time unit member who physically assists a child with toileting functions on a regular basis shall receive a monthly stipend of \$100. Part time members shall receive a pro-ration of the monthly stipend.

#### **Article 9 - Health and Welfare Benefits**

- 9.1 The District contribution for health and welfare benefits for employees shall be in accordance with attached Appendix C. See changes to Appendix C
- 9.2 Covered Employees
  - 9.2.1 All permanent employees of the District who are regularly assigned to work twenty or more hours each week. Employees working more than twenty but less than forty hours weekly have the option of either waiving the benefits or paying their pro-rated share.
  - 9.2.2 Unit members with dual medical coverage may sign a statement to opt out of the District medical insurance program. Those electing to do so annually shall receive the Cash in Lieu under Appendix C on their payroll warrants.
  - 9.2.3 The employees designated above while on paid leave.
  - 9.2.4 Survivor benefits will not be paid by the District. A conversion hospital-medical policy will be available to surviving dependents at their expense.
  - 9.2.5 Employees on unpaid leaves of more than one month duration and dependents may be covered at employee expense, provided,

- A. The monthly premium is deposited by the employee with the business office of the District prior to the first day of the month for which the premium is due, and
- B. The underwriter of the desired benefit will extend the coverage.
- C. The following leaves are included under this section:
  - 1. Maternity.
  - 2. Personal leaves granted by the Board of Trustees.

### 9.3 Specifications for Retirees Only

9.3.1 Unit members shall be eligible for District retiree medical benefits only if they were initially employed by the District prior to July 1, 1990, eligible for District health benefits at the time of retirement, completed fifteen (15) consecutive years of service in the District, are at least fifty (50) years of age and receiving retirement benefits from PERS; subject to the following limitations:

9.3.2 Premiums paid for retirees will be \$4,052.00 per year unless reduced through Medicare coverage under 9.3.3.

9.3.3 Modification of coverage at age 65:

- 1. Hospital and medical insurance is discontinued, however,
- 2. Supplemental insurance coverage to Federal Medicare (United States Code Title 18) will be paid by the District for those retirees and dependents who are enrolled in parts "A" and "B" of Medicare.
  - a. Part "A" (Hospital) benefits may be obtained by either having sufficient work credit under Social Security or by premium payment by the retiree.
  - b. Part "B" premium costs must be paid by the retiree or dependent.
  - c. Premium payments may be paid directly to Medicare or by deduction from retirement checks.
- 3. Retirees and dependents must have given written notice to the District of the desire to receive Retirement Covered Service under the Agreement, and
- 4. Must have notified the insurance carrier within thirty (30) days prior to reaching age sixty-five (65).

9.4 Employees hired after July 1, 2005 who elect to opt out of District provided health and welfare benefits shall receive cash in lieu not to exceed \$1,500 per year, pro-

rated for eligible part time employees.

Retirees Continuing Health Benefits/Not Eligible for Life Benefits employed on/or after July 1, 1990

Regular permanent employees who retire from the District on/or after July 1, 2015 are eligible to continue enrollment in the District's hospital-medical plan approved by the Board of Trustees subject to the following conditions:

- a) The employee has completed fifteen (15) year of service in the District.
- b) The employee has retired from District service in accordance with the rules and regulations then in effect in the retirement system of which he/she is a member (STRS/PERS).
- c) The employee is at least sixty-one (61) years of age and is receiving retirement allowance from STRS/PERS. In the event that a unit member retires prior to age sixty-one (61), but in no event earlier than age fifty (50), the unit member may continue coverage under the District's plan by reimbursing the full premium amount to the District on a monthly basis, up to age sixty-one (61), upon which time the District will provide hospital-medical benefits for the eligible retiree in the same manner as a regular employees. Coverage for spouse shall be at retiree's expense.
- d) The employee was enrolled in approved District hospital-medical plan at the time the retirement became effective.
- e) The District will provide hospital-medical benefits for the eligible retiree and his/her spouse in the same manner as an active benefit qualified employee until the retiree reaches sixty-five (65) years of age, or is deceased.
- f) Failure of the retiree to submit payment for retiree's or spouse's share to premiums or to provide information as required by the District may disqualify retiree and dependents from further participation in these benefits. In any event, if a retiree is delinquent on the payment of any premiums by more than 90 days, she/he will be automatically and permanently disqualified from participation in the program.

## **Article 10 - Hours of Employment**

### **10.1 Hours of Work**

- 10.1.1 The classified staff shall be employed on the basis of an eight (8) hour day and forty (40) hour week. Upon recommendation of the Superintendent, the Board may designate certain positions in which service shall be less than eight hours a day or forty hours a week, in which case the compensation of the

employees shall be prorated accordingly (E.C. Section 45127).

- 10.1.1.1 On designated certificated staff development days, when students are not present, playground aides, instructional aides, computer aides, library aides, health clerks, CDC instructional assistants, associate assistants, educators, and master educators will not come to work or be paid unless required by the site administrator to attend.
- 10.1.1.2 Upon recommendation of the Superintendent, the Board may designate certain positions in which service shall be for ten (10) hours a day.
- 10.2 The workweek for full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. However, new employees in the maintenance or grounds departments may be scheduled for a week spanning Tuesday through Saturday. Also, current employees in the departments with mutual agreement of the Supervisor of Maintenance & Grounds may voluntarily change on a regular basis to the Tuesday – Saturday work week.
- 10.3 Lunch Periods - All employees working more than five (5) hours daily shall be entitled to a lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes. This lunch period will be scheduled, if at all possible and practical, at about the midpoint of each work shift. Any employee required to work during his/her lunch period may receive pay at the rate of time and one-half for all time worked during that period. Lunch periods must be utilized at the appropriate time.
- 10.4 Rest Periods - For each four (4) hours worked, employees are entitled to a fifteen (15) minute rest period. Insofar as it is practical, these rest periods should occur in the middle of the work period. Employees are not allowed to forego rest periods in order to leave assigned work shifts early.
- 10.5 Overtime - An employee who is required to work more than five consecutive days, eight hours a day, or forty hours per week, shall be compensated for such overtime work at a rate equivalent to one and one-half times his regular hourly rate of pay. For the purpose of computing the hours worked, time during which an employee is excused from work because of holidays, sick leave, vacations, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

All hours worked by full time unit members in excess of eight hours on the seventh consecutive day shall be compensated at double the regular rate of pay; except for overtime hours that have been scheduled to provide custodial/grounds support for gym use by outside agencies, these hours shall be compensated at a rate equivalent to one and one half times his/her regular rate of pay.

Part time unit members who are required to work on the seventh consecutive day

following the commencement of his/her work week shall be compensated at one and one half times his/her regular rate of pay.

Overtime shall be distributed and rotated by seniority on a continuous basis as equally as is practical among employees at the site within the classification where the overtime is offered.

An overtime rotation list of full time unit members by seniority at the site/department shall be posted in a common area for the affected classification. When a unit employee refuses overtime, the District shall document the refusal and continue the rotation by going to the next unit member in the affected classification on the list.

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two hours pay at the appropriate rate.

Overtime will be paid commensurate with the employee's classification.

- 10.6 In lieu of pay for overtime or extra time, compensatory time off, at the appropriate rate of pay for overtime and extra time assignments, shall be granted upon mutual agreement between the unit employee and the immediate supervisor.
- 10.7 Extra time shall be distributed by the District and rotated by seniority as equally as practical among employees within each classification and site/department, except where special qualifications and/or skills are needed for the extra time assignments.

## **Article 11 - Holidays**

- 11.1 All employees who are part of the classified service shall be entitled to the following holiday dates if they are in a paid status during any portion of the work day immediately preceding or succeeding these dates: July 4, the first Monday in September, Admission Day or its substitute, "Veteran's Day", Thanksgiving Day, the day after Thanksgiving, December 25, January 1, Martin Luther King Day, Lincoln Day, the third Monday in February known as "Washington Day", the last Monday in May known as "Memorial Day", and two optional days in connection with either Christmas or New Year's, and every day appointed by the President, the Governor of California, or any day declared a holiday by the Governing Board of the District. December 25 and January 1, shall be paid holidays for any employees not normally assigned to duty during school vacation periods in December providing they are in a paid status on the workday immediately preceding or succeeding the school holiday period (See Appendix D).
- 11.2 The following Monday shall be deemed a holiday when such dates fall on a Sunday. The preceding Friday shall be deemed a holiday when such dates fall on Saturday.
- 11.3 An employee who is required to work on a legal or declared holiday shall receive one and one-half his regular rate in addition to his regular pay for the holiday.

## **Article 12 - Vacations**

- 12.1 Vacation, Monthly Scale Employees - Upon reaching the status of a permanent full-time/part-time employee on a monthly salary scale, vacation benefits shall be allowed and shall include full allowance for the time worked in probationary status.
- 12.2 Amount of Vacation Earned - For each full calendar month a permanent full-time/part-time employee works, he shall be entitled to one day of vacation with pay. No vacation is due an employee who terminates or is terminated with less than six (6) months of employment
  - 12.2.1 Twelve month employees who have served the district for a period of six consecutive fiscal years shall be entitled to thirteen (13) days vacation and an additional day after each of the seventh and eighth fiscal years. They shall be entitled to twenty (20) days after fifteen (15) consecutive years of service.
  - 12.2.2 Eleven month employees who have served the district for a period of six consecutive fiscal years, shall be entitled to thirteen (13) days vacation and an additional day after each of the seventh and eighth fiscal years. They shall be entitled to twenty (20) days after fifteen (15) consecutive years of service.
  - 12.2.3 Ten month employees are to be granted thirteen (13) days vacation during the eighth consecutive fiscal year and each year thereafter until the fifteenth (15) year. During the fifteenth year and thereafter, such employees will earn fifteen (15) days vacation for each fiscal year.
  - 12.2.4 Extra vacation days shall be determined on the basis of the employee's current employment status either as a ten, eleven, or twelve month employee.
- 12.3 Scheduling of Vacation - Vacation shall be scheduled at times that are mutually agreeable between the district and employee. The employee shall request vacation at least ten (10) work days in advance. If more than one (1) employee at the same site/department requests vacation on the same date and for the same time period, subject to approval of the district, the employee with the greatest district wide seniority shall be granted the leave.
  - a. Vacation for employees employed less than twelve months must be taken during the period of employment.
  - b. Vacation for twelve month employees will be scheduled after June 30 of the fiscal year in which the vacation was earned.
- 12.4 Limit During the Year - An employee shall not be entitled to accumulate vacation beyond the number of days earned in any one fiscal year.



- 12.5 Vacation Rate of Pay - Vacation pay shall be paid at the rate that is in effect when vacation is taken.
- 12.6 Terminal Vacation - An employee shall be compensated for accumulated vacation upon termination at his current rate of pay if he had been in the employ of the District for more than one year.
- 12.7 Holidays During Vacation - If a holiday falls within a scheduled period, one additional day shall be granted for each such holiday.
- 12.8 If earned vacation days are not taken due to prolonged illness or accident, such days may be transferred to accumulated sick leave. A retroactive period of two years will be the maximum time allowed to make such a request.

### **Article 13 - Leaves of Absence**

#### 13.1 Sick Leave

13.1.1 Employees shall be entitled to paid leave of absence for personal illness or injury at the rate of one day for each full calendar month of service rendered during a fiscal year.

- B. Sick leave will be determined on actual time missed rounded up or down to the nearest hour.
- C. Full time unit members shall be entitled to use six (6) of the sick leave days provided in Section 13.1.1 each year to attend to an illness of a child, spouse, parent, parent in-law, registered domestic partner, grandparent, grandchild, and sibling. This entitlement shall be prorated for part time unit members. All restrictions on the use of sick leave set forth in section 13.1 shall apply to this provision. As used in this Section “child” means a biological, foster or adoptive child, step child, legal ward, or a child of a person standing in *In loco Parentis*: and “parent” means a biological, foster, or adoptive parent, step parent or legal guardian.

13.1.2 Unused sick leave credits shall be accumulated from year to year without limit.

Employees shall be entitled to paid leave of absence for personal illness or injury at a rate of one day for each calendar month of service rendered during a fiscal year.

- i. Sick leave shall be prorated for the first four (4) absences by a unit member in any school year as follows:
  - a. If a unit member works less than 25% of the work day,

he/she will be charged a full day of leave.

- b. If a unit member works 25% but less than 50% of the work day, he/she shall be charged with one half day of leave.
- c. If a unit member works 50% or more of the work day, there shall be no leave charged.
- d. Prior approval must be obtained from administrator or designee. The unit member must report to work on time and work a minimum of one (1) hour for sections a-c to apply.

After four (4) absences, a unit member's sick leave shall be determined on actual time worked to the nearest quarter hour.

- 13.1.3 Application for sick leave benefits (Statement of Reason for Absence Form, P-4-68) requires the signature of the principal, department head, or supervisor. The Superintendent may require an employee to present a signed statement from a licensed physician for any absence due to illness or injury when in his judgment it is in the best interests of the District. Further, at the District's option, it may require a unit member to be examined by a District selected physician in cases of excessive absenteeism.
- 13.1.4 Fifty (50) percent difference pay - once a year each regular unit member shall be entitled to sick leave in an amount that when added to accumulated sick leave shall not exceed one hundred (100) working days. Such days of paid sick leave shall be compensated at the rate of fifty (50) percent of the unit member's regular salary. The unit member shall be compensated at full pay for the use of regular accumulated sick leave.
- 13.1.5 Transfer of Accumulated Sick Leave - A new employee whose first day of employment falls within one year of his separation from paid service in another California school district, following at least one calendar year of service in that district, shall have transferred with him to this district the total amount of unused sick leave credits from the former district, not to exceed the maximum entitlements provided in E.C. Section 45191 (E.C. Section 45202).
- 13.1.6 Any sick leave benefits earned but not used on the date of retirement shall be converted to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.

## 13.2 Personal Necessity Leave

13.2.1 Employees may utilize up to ten days leave of absence annually for personal necessity. Such leave shall be deducted from the employee's accumulated sick leave and shall not accumulate from year to year. Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, or attending to matters which could reasonably be scheduled outside of working hours. The term "personal necessity" for purposes of this Article is limited to the following:

- a. Death of a member of an employee's immediate family when the number of days requested exceed the number provided for in Article 13 of this Agreement, entitled Bereavement Leave.
- b. Accident involving the employee's person or property or the person or property of a member of his/her immediate family (see 13.3.2 for definition) and of such an emergency nature as to require the attention and presence of the employee during the working day.
- c. Acute illness of a member of the immediate family requiring professional treatment or hospitalization, and of such an emergency nature as to require the presence and attention of the employee during the working day.
- d. Imminent danger to the employee's home, serious in nature and which requires the presence of the employee during the working day.
- e. Personal presence of the father at the time of birth of a child, or when birth is imminent.
- f. Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.
- g. Unforeseen circumstances involving transportation or storm conditions that prevent the employee from traveling to and from work.
- h. Court Appearance - appearance in court as a litigant, to appear as a subpoenaed witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
- i. For purposes of seeking other employment, if the employee

has received notice of layoff.

- j. Any other personal necessity which is an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy, or as a pressing necessity or exigency which under the circumstances the employee cannot reasonably be expected to disregard, and which required the attention of the employee during regular assigned hours of service, such as ceremonies, observances or services involving the employee or a member of the immediate family; personal business which cannot be conducted outside the hours of school duty; dental or medical appointments of more than a routine nature; birth in the immediate family; and other reasons which may fall into the same category.

13.2.2 Such leave shall be granted to each employee only upon application to the appropriate site administrator or other immediate superior at least two (2) days before taking such leave, except in the case of an emergency.

13.2.3 Payment for such absences shall be made only upon certification by the Superintendent that the absence was due to a situation designated as a personal necessity within the meaning of this Article. Nothing in this Article, or in this Agreement, shall be construed as providing pay for any collective refusal to provide services. The employee shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity.

### 13.3 Bereavement Leave

13.3.1 Each employee shall be entitled to five (5) days bereavement leave with full pay when such absence is caused by death of a member of his/her immediate family. Additional personal necessity days may be taken in accordance with section 13.2.1

13.3.2 For purposes of this Section the term “immediate family” means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, grandson, granddaughter, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, any person living in the household of the unit member.

13.3.2(a) Bereavement leave shall apply for the unit member (mother or father) for miscarriages that occur after the first full four (4) months of pregnancy. A physician statement is required. Leaves for

miscarriages that occur during the first four (4) months fall under sick/PN leave.

13.3.3 No deductions shall be made from the salary of an employee granted such leave nor shall such leave be deducted from other leaves granted by the District.

13.3.4 The Superintendent (or designee) may grant additional leave up to five (5) days should circumstances warrant it.

#### 13.4 Pregnancy Disability Leave (Leave with Pay For Pregnancy)

13.4.1 The use of accumulated sick leave as set forth in Section 13.1 shall be allowed at the employee's option during the period of temporary disability due to pregnancy, miscarriage, childbirth and recovery there-from. Employees electing to exercise this option shall be required to furnish the District a doctor's certificate stating the following:

- a. The last date on which the employee can no longer assume normal duties.
- b. The date of expected delivery.
- c. The expected date on which the employee may assume normal duties.

#### 13.5 Maternity Leave (Leave without Pay for Pregnancy)

13.5.1 An employee may be granted a leave of absence without pay for reasons of pregnancy, convalescence following childbirth, or maternity.

13.5.2 Request for leave shall be made as far in advance as possible and, in no event, less than one month before the leave, unless circumstances warrant otherwise.

13.5.3 The effective dates for such leave shall begin and end at times approved by the Board of Trustees guided by a statement of the employee's physician, unless the Board has specific evidence to the contrary, as to the ability of the employee to perform her duties.

13.5.4 By the end of the fourth month, an employee shall be required to place a physician's certificate (District Form P-50-79) on file in the Superintendent's office certifying the fact that she is in good health, able to continue work, and the expected date of delivery.

13.5.5 Employees electing to work beyond the fourth month shall submit an updated certificate from the physician (District Form P-50-79) during

the fifth month and at such later times as the District may request.

13.5.6 When the employee requests to return to duty, the request shall be accompanied by a physician's report as to her physical ability to return and render full and regular service to the District.

13.5.7 A maternity leave may be granted for the remainder of the school year in which it is requested and the following school year.

### 13.6 Child Bonding/Rearing Leave

13.6.1 Effective January 1, 2018, as provided by Education Code Section 45196.1, employees shall be entitled to paid parental leave as set forth in this section.

- a. For purposes of this section, "parental leave" shall be defined as leave for reason of birth or an employee's child, or the placement of a child with the employee for adoption or foster care.
- b. Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
- c. When an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in section 13.1.4 above but shall not count against the leave entitlement set forth in that section.
- d. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) months period.
- e. Employees shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) months period.

- f. Unless there are extenuating circumstances, the employee must give the District at least 30 days' advance notice of his or her intention to use parental leave and the anticipated dates of leave.
- g. Parental leave must be used within twelve (12) months following the birth or placement of the child. Parental leave must be taken in increments of at least two (2) weeks' duration; however, the employee may take parental leave in increments of less than two (2) weeks on up to two (2) occasions.

13.6.2 An employee may be granted a leave of absence without pay or other benefits for purposes of child rearing.

- a. Requests for such leave shall be made as far in advance as possible, and in no event less than one (1) month before the start of the leave, unless circumstances warrant otherwise. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave.
- b. The determination as to the date on which the leave shall begin and the duration of such leave shall be made by the Board of Trustees.
- c. A child rearing leave may be granted for the remainder of the school year in which it is requested and for the following school year.

## 13.7 Industrial Accident and Illness Leave

13.7.1 Employees will be entitled to industrial accident or illness leave according to the provisions of the California Education Code for personal injury or illness which has qualified for worker's compensation under the provisions of the District's workers' compensation carrier.

13.7.2 Such leave shall not exceed sixty (60) work days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.

13.7.3 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

- 13.7.4 For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any wage loss benefit check from the District's workers' compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary had there been no industrial accident or illness.
- 13.7.5 If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant, the amount of such disability indemnity actually paid to and retained by the employee.
- 13.7.6 Such leave shall not be cumulative from year to year.
- 13.7.7 In the event that a portion of the sixty (60) days leave will overlap into the next fiscal year, an employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- 13.7.8 An employee who has been with the District less than three years will receive full pay for a period of time not to exceed ten working days or such extended time as the Board of Trustees may determine.
- 13.8 Judicial Leave
- 13.8.1 Employees shall be granted a leave of absence when regularly called for jury duty. Paid leave for jury duty will not exceed twenty working days, unless extended by the Superintendent for extenuating circumstances.
- 13.8.2 Employees shall receive their regular earnings from the District while on judicial leave and shall transmit to the District within fifteen (15) days after receipt all fees, honorariums and cost reimbursements, exclusive of mileage, received.
- 13.8.3 Employees are required to return to work during any day in which jury duty is not required.
- 13.8.4 Employees requesting leave under this Section shall submit to the District the summons requiring their appearance, and shall verify their attendance with written confirmation from the Clerk of the Court.
- 13.8.5 No more than 2% of employees shall be granted jury duty leave at one time. In the event this quota would be exceeded by granting such leave, the District will advise the employee to request a postponement to another time.



### 13.9 Leave for Retraining and Study

- 13.9.1 Employees may be granted a leave of absence not to exceed one year for the purpose of undertaking study or for retraining the employee to meet changing technological conditions.
- 13.9.2 An employee applying for a leave of absence for study purposes must have rendered at least seven consecutive years of service to the District.
- 13.9.3 An employee granted a leave of absence under these provisions shall receive compensation in accordance with the provisions of E.C. Section 45383 during or at the end of the leave as the Superintendent shall recommend and the Board of Trustees approves.
- 13.9.4 Training Cost Reimbursement - Leave Not Involved - Employees may be reimbursed for tuition and other costs attendant to approved training courses taken by the employee while not on a leave of absence. The Superintendent shall establish, with Board approval, procedures for the implementation of this rule. No absence under any paid leave shall be considered as a break in service.

### 13.10 Long-Term Leaves of Absence

- 13.10.1 Formal Leave of Absence - Request for such leaves must be made in writing and should include length of time requested and reasons for request. Consideration of the request will be based upon the purpose of the leave, possible benefits to the District, recency of other leaves and other factors.
- 13.10.2 If such leave is granted, the employee shall be entitled to no salary during such leave nor compensation for holidays occurring during such leave, nor shall benefits of vacation, sick leave or salary step advancement occur for that time. If such leave is for thirty (30) days or more, then the anniversary date for advancement will move forward that amount of time.
- 13.10.3 Formal leave of absence without pay when less than 120 calendar days should not be considered a break in service.

### 13.11 Catastrophic Leave

- 13.11.1 This Article is in accordance with Education Code 44043.5 Catastrophic Leave.
- 13.11.2 Catastrophic Leave provisions permit unit members to withdraw sick leave credits from a Catastrophic Leave bank when that unit member or a member of his or her immediate family (as defined in Article 13 of CSEA Contract) suffers from a catastrophic illness or injury.

- 13.11.3 Definitions: “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off, except vacation.
- 13.11.4 Catastrophic Leave is not a substitute for Income Protection.
- 13.11.5 Eligible:  
All unit members on active duty (paid status) who elect to participate and contribute to the Catastrophic Leave Bank.
- 13.11.6 Rules and Procedures:
1. The Catastrophic Leave Bank shall be administered by a panel comprised of two (2) members appointed by the Association and one (1) member appointed by the District. Panel members shall be appointed yearly by the Association.
  2. All unit members are eligible to contribute to the Catastrophic Leave Bank on a voluntary basis. A unit member’s contribution must be made on the appropriate form and shall be authorized by the unit member. Eligible sick leave credits must be donated at a minimum of one (1) hour and a maximum of sixteen (16) hours per open enrollment period. All sick leave credit donations made to the bank are irrevocable.
  3. Contributions shall be made between September 1<sup>st</sup> and October 15<sup>th</sup> of each school year, unless other enrollment periods are needed (see #10). Unit members returning from extended leave which included the enrollment period will be permitted to contribute within 30 calendar days of beginning work. The District shall make available forms for participation in the Catastrophic Leave Bank.
  4. A unit member must use all of their accumulated sick leave, but not difference pay as defined in Article 13, Section 13.1.4, in order to be eligible for a withdrawal from the Catastrophic Leave Bank.
  5. If a unit member is incapacitated, applications may be submitted to the Panel on the appropriate form by an agent of the unit member or member of the unit member’s immediate family.
  6. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than forty (40) work hours. Unit

members may submit requests for extensions of withdrawals as their prior grants expire.

7. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank may be required to submit certification by letter, dated and signed by ill or injured person's physician, indicating the nature of the catastrophic illness or injury and probable duration of the illness or injury.
8. The Catastrophic Leave Bank Panel shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member requesting withdrawals of sick leave time, to the Association, and to the District Personnel Department.
9. Appeals to the Panel's decision shall be referred to the Superintendent for final decision.
10. If the Catastrophic Leave Bank does not have sufficient hours to fund a withdrawal request, the Panel has the right to request more hours throughout the year should the bank's balance fall below 40 hours.
11. The bank shall not exceed 200 hours. Unused hours shall roll over to the following school year.
12. The Panel's authority shall be limited to administration of the Bank. The Panel shall approve all properly submitted requests complying with the terms of the Article.
13. The Panel shall make every effort to review applications, approve or deny requests, and communicate decisions, in writing, to the applicants within a reasonable period of time, after receipt of the application.
14. The Panel shall have reasonable release time to meet and review cases as needed, not to exceed a total of 10 hours per year.
15. Any unused donated leave shall remain in the Catastrophic Leave Bank.

#### **Article 14 - Evaluations**

- 14.1 Each employee shall be evaluated on that employee's regular assignment by the immediate supervisor according to the provisions of this article. Results of the

evaluation shall be recorded on the appropriate form, which shall be completed by the evaluator who shall state the basis for the ratings and comment where appropriate as to areas in which performance needs to be improved and/or areas of strength.

- 14.2 The evaluation procedure shall include a meeting called by the employees' immediate supervisor with the employee to discuss the employee's performance. The original copy of the evaluation shall be filed in the individual's District personnel file and a copy shall be given to the employee at the meeting. The employee may elect to comment thereon in writing.

- 14.3 Rating Requirements

- 14.3.1 Performance ratings for all probationary employees shall be submitted at the conclusion of the fifth (5th) month and the eleventh (11th) month of the probationary period. Probationary employees shall review and sign their rating forms before they are submitted to the classified personnel office by the principal, department head, or supervisor.

- 14.3.2 Permanent employees shall be formally evaluated at least every two years by their immediate supervisor. Evaluation forms for permanent employees shall be completed by the immediate supervisor by June 1st of the evaluation year. A work performance memorandum may be issued by the immediate supervisor to identify unsatisfactory work performance and provide suggestions for improvement. Permanent employees shall review and sign their evaluation forms before they are submitted to the classified personnel office by the immediate supervisor.

- 14.3.3 Supervisors shall notify unit members of any unsatisfactory performance(s) that may, if not corrected within a reasonable period of time, lead to an unsatisfactory evaluation.

- 14.3.4 Information of a derogatory nature shall not be entered into the employee's personnel file unless and until the employee is given notice and ten (10) calendar days after such notice to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement his or her own comments. The review shall take place during normal business hours and the employee shall be released from duties for this purpose without salary reduction.

- 14.4 Rating Review - Any employee who has reason to question any aspect of his performance rating has the right to request a review of his evaluation by the classified personnel office.

- 14.5 Only alleged violations of the above evaluation procedures shall be subject to Article 17/Grievance Procedure.

## **Article 15 - Layoffs**

- 15.1 Employees may be laid off or given the opportunity for voluntary demotion or reduction in assigned time in lieu of layoff for the following reasons:
  - a. Reduction or elimination of service.
  - b. Lack of work.
  - c. Lack of funds.
  - d. Reduction or expiration of a specially funded program.
- 15.1.1 Whenever it becomes necessary to reduce the number of employees, the Superintendent shall recommend the specific classifications to be discontinued.
- 15.1.2 Upon request the District shall provide CSEA with a current seniority list and meet with CSEA regarding the layoff.
- 15.2 Employees affected by the layoff shall be given notice as set forth below.
  - 15.2.1 Employees shall be given written notice of layoff not less than sixty (60) days prior to the effective date of the layoff except as provided by law.
  - 15.2.2 When a specially funded program is to expire at the end of a school year, notice of layoff must be given on or before April 15. If the expiration date of the specially funded program is not known to be the end of the school year, then notice of layoff because of expiration of specially funded programs must be given sixty (60) days prior to the effective date of layoff.
- 15.3 Content of Notice
  - 15.3.1 The notice must inform the employee of the effective date of the layoff.
  - 15.3.2 The notice must inform the employee of displacement rights, if any.
  - 15.3.3 The notice must inform the employee of reemployment rights.
  - 15.3.4 The notice must inform the employee of the reason for the layoff.
- 15.4 Order of layoffs shall be based on the date of hire as a probationary employee within the affected classification. Reemployment shall be in the reverse order of layoff.
- 15.5 Displacement Rights

- 15.5.1 A laid off employee shall have the right to displace the least senior employee within the classification from which he/she was laid off.
- 15.5.2 In lieu of layoff, a senior employee shall have the right to bump the least senior employee in a lower class position in which the laid off employee previously served. No bumping is allowed if the senior employee had not previously been granted permanent status in the lower class.
- 15.5.3 An employee who is being laid off may voluntarily accept a reduction in assigned time in lieu of layoff. Assigned time means the number of hours per day, days per week, or days per year worked by the employee. The right to reassignment to a position with less assigned time shall be based upon seniority.
- 15.5.4 Displacement rights must be exercised within ten (10) days of notice of layoff.
- 15.6 Reemployment Rights
  - 15.6.1 Persons laid off are eligible for reemployment to their previous position for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
  - 15.6.2 Persons laid off shall have the right to apply for other positions within the district for a period of thirty-nine (39) months.
  - 15.6.3 Employees who take voluntary demotions or voluntary reductions of assigned time in lieu of layoff shall maintain reemployment rights for sixty-three (63) months, provided that the qualifications for the position are the same or less than the qualifications required for the employee to qualify for appointment to the class.
  - 15.6.4 Prior to the beginning of a school year, an employee offered reemployment shall have five (5) working days to accept or refuse the offer.
- 15.7 The Association shall have the right to negotiate the effects of any layoff or reduction in hours under this Article concurrent with the District's right to implement and/or effectuate such action.

## **Article 16 - Safety**

- 16.1 Employees shall comply with the District's reasonable rules, regulations and directives designed to provide a safe and healthy work place.
- 16.2 Employees shall report promptly to their immediate supervisor all conditions considered to be hazardous to health and safety of pupils and/or personnel. The

immediate supervisor shall investigate the reported hazardous conditions. If the District verifies that the reported conditions are in fact hazardous, it shall take action as it deems reasonable and necessary to alleviate such conditions. No employee shall be required to work in areas verified by the District to be hazardous, unless for the purpose of making it safe and then only after precautions have been taken to protect them while doing such work. Upon request, the CSEA Chapter President shall be provided a quarterly work order report generated by safety concerns.

- 16.3 The District may reimburse employees for personal property damage incurred in the line of duty through no fault of their own.
- 16.3.1 An employee shall make written application to the Board for reimbursement. Such application to include a detailed explanation of the property damage and circumstances leading to the damage. The application is to be accompanied by the paid invoice for the repair or replacement as requested.
- 16.3.2 If payment is made, it shall not exceed:
- a. The actual cost of the repair or replacement.
  - b. The value of the property at the time of the damage thereto.
- 16.3.3 The District shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation of such damaged property.
- 16.4 A joint committee shall be established to make suggestions concerning District safety and security. The safety committee shall be composed of two (2) representatives selected by each exclusive bargaining representative and two (2) representatives selected by the District. The committee shall meet at mutually agreeable times.

## **Article 17 - Grievance Procedure**

### **17.1 Definitions**

- 17.1.1 A grievance is a formal written claim by an employee or the Association alleging a violation, misinterpretation or misapplication of the specific provisions of the Agreement.
- 17.1.2 A "day" is any day in which the central administrative office of the District is open for business (excluding winter and spring vacation).
- 17.1.3 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 17.1.4 Right to Representation – The employee shall have the right to

be represented by the union at all levels of the grievance procedure, including informal meetings with the employer.

17.2 Informal Level

- 17.2.1 Within 20 days after the occurrence of the act or omission giving rise to the grievance, or within 20 days after the grievant reasonably should have knowledge of the act or omission giving rise to the grievance, the grievant shall attempt to resolve any complaint by an informal conference with the grievant's immediate supervisor before filing a formal written statement.

17.3 Formal Level - Level I

- 17.3.1 Failing to resolve the grievance at the informal level, grievant within ten (10) days following the informal conference must present such grievance in writing to the immediate supervisor. This written grievance shall be a clear, concise statement of the grievance, the specific article and/or section of the Agreement or policy alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 17.3.2 Within five (5) days of the submission of the Level 1 Grievance, the grievant and immediate supervisor shall meet to discuss the grievance.
- 17.3.3 The immediate supervisor shall communicate a decision to the employee in writing within five (5) days following the Level 1 grievance meeting. A copy of such decision shall be sent to the grievant and the Association.

17.4 Formal Level - Level II

- 17.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) days following said decision.
- 17.4.2 This written appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
- 17.4.3 Within five (5) days of the submission of the Level II Grievance, the grievant and the Superintendent or designee shall meet to discuss the grievance.
- 17.4.4 The Superintendent or designee shall communicate a decision



to the employee in writing within five (5) days following the Level II grievance meeting. A copy of such decision shall be sent to the grievant and the Association.

#### 17.5 Formal Level - Level III

17.5.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may request the Association to submit the grievance to arbitration.

17.5.2 If the Association proceeds to arbitration, it shall notify the District in writing. Within twenty (20) days of such notification, representatives of the District and the Association may attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the State Conciliation Service or American Arbitration Association.

17.5.3 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to add to, subtract from or modify terms of the Agreement, to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Association and the Superintendent and shall be advisory to the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to hearing the merits of the grievance.

17.5.4 All costs for the services of the arbitrator shall be borne equally by the District and the Association.

17.5.5 The parties may, upon mutual agreement, elect to conduct the arbitration under the Expedited Rules of the American Arbitration Association.

#### 17.6 Formal Level – Level IV

17.6.1 In the event the grievant or the District is not satisfied with the decision at Level III, either party may appeal the advisory decision of the arbitrator in writing to the Board of Trustees within five (5) days following said decision.

17.6.2 This written appeal shall include a copy of the original grievance, the

decisions rendered at Levels I, II, and III, and a clear, concise statement of the reasons for appeal.

17.6.3 The Board of Trustees shall consider the grievance in Closed Session at the earliest regularly scheduled meeting in which this item may be placed on the agenda in accordance with past practice, and shall afford the parties an opportunity to present his/her view.

17.6.4 The Board of Trustees shall render a written decision within five (5) days after the Board meeting at which it has concluded reviewing and deliberating on the merits of the grievance.

A copy of such decision shall be sent to the District, Grievant, and Association President. The Board determination of the grievance is final and binding on all parties, subject only to available substantive and procedural judicial review. If the Board is unable to render a decision at Levels I, II, and III, it may reopen the record for the taking of additional evidence.

17.7 The grievant shall be entitled to have an Association representative present at the Board meeting where grievant is afforded an opportunity to present his/her views in accordance with paragraph 17.6.3 hereinabove, and at any other meetings where Board requires additional evidence from the grievant.

#### 17.8 Mediation

17.8.1 Prior to proceeding to Level III, the parties shall proceed to mediation under the California State Conciliation and Mediation Service.

17.8.2 In the event the parties proceed to mediation, the Mediator shall attempt to find a mutually acceptable resolution to the grievance. If the parties reach a resolution through mediation, the resolution shall constitute a full and final settlement of the Grievance. If the parties do not reach a resolution through mediation, the Association may proceed to arbitration pursuant to Level III above by providing written notice to the Superintendent or designee within ten (10) days after the conclusion of mediation. If the Association does not request Level III arbitration within the ten (10) days the grievance shall be deemed withdrawn.

#### 17.9 General Provisions

17.9.1 At any point in the procedure the grievance may be withdrawn by mutual consent.

17.9.2 Exclusions: Matters excluded from the Grievance Procedure shall be:

1. Written charges recommending suspension, demotion or

dismissal, excluding procedural timelines.

2. The judgment, ratings and comments by the evaluator concerning the performance/assessment of the unit member.
3. Subject to matter of Board Rule, policy or administrative procedure (as differentiated from the administration or administrative.

17.9.3 No reprisals shall be taken against any unit members as a result of their participation in the grievance procedure.

17.9.4 If any step of the grievance procedure is not followed by the Administrator handling it, the grievance automatically proceed to the next step. Absent mutual written agreement to waive the time limits, failure by the grievant to meet said time limits, shall constitute a waiver of the grievance. Time limits may be extended by mutual written agreement of the parties.

#### **Article 18 - Savings Clause**

If any provision of this Agreement is or shall be at any time contrary to law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is, or shall be at any time contrary to law, all other provisions of this Agreement shall continue in full force and effect.

#### **Article 19 - Completion of Meet and Negotiations**

Unless otherwise expressly provided herein, during the term of this Agreement, the Association expressly waives its right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met or negotiated on and executed this Agreement, even though such subjects or matters were proposed and later withdrawn.

#### **Article 20 - Effect of Agreement**

It is understood and agreed that the specific provisions contained in this document shall prevail over District practices and procedures and over state law to the extent permitted by state law, and that, in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

#### **Article 21 - District Rights**

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are

the exclusive right: Determine its organization; fix and prescribe the duties performed by its employees; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish the educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, provided that the Association receive notice prior to contracting out and shall have the right to negotiate the impact of such contracting out concurrent with the District's right to implement and/or effectuate such action; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, procedures, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, to wit: An act of God, interference by third party beyond the control of the District, or employee work action or work stoppage. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article 17, "Grievance Procedure".

## **Article 22 - Concerted Activities**

It is agreed and understood that there will be no unlawful strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. In this regard, the Association recognizes the duty and obligation to its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. Failure by employees to abide by the terms of this Article may result in disciplinary action. The District agrees not to cause or engage in a lockout involving employees.

## **Article 23 - Employee Classifications**

- 23.1 The Superintendent shall be responsible for developing and recommending to the Governing Board a position classification plan which provides for the standardization and classification of all positions in the classified service. The Board shall improve the plan as submitted, or modify it as it sees fit, and from time to time shall create, abolish or combine classifications as are necessary to maintain the plan.
- 23.2 The Association shall be notified of any classification change and/or reclassification

study conducted by the District and shall be offered an opportunity to provide input. Should the Association not agree with the classification change, the Association reserves its right to bargain over the proposed change to the extent permitted by law.

#### **Article 24 - Notification of Address and Telephone**

By September 30 of each year, each employee shall notify the business office of his/her current permanent address, mailing address and telephone number. Within five (5) working days of his/her appointment by the Board of Trustees, each new employee shall notify the business office of his/her permanent address, mailing address and telephone number. All employees shall notify the personnel office of any changes in such addresses or telephone numbers within fifteen (15) working days of the occurrence of such changes.

#### **Article 25 - Term**

This Agreement shall become effective as of July 1, 2017 and shall continue in effect until June 30, 2020, with re-openers for 2018-19 and 2019-20 on salary, health & welfare benefits, plus two articles selected by each party.

## **APPENDIX A**

This unit specifically includes the following classifications of employees: School Secretary, General Clerk, General Clerk/District Office, Child Welfare/Data Secretary, Enrollment/Outreach Coordinator, Custodian-Groundskeeper, General Maintenance Helper, General Maintenance Worker I and II, Facility Support Custodian, Food Service Worker, Health Clerk, Library Clerk, Maintenance & Operations, Instructional Aide, Playground Aides, Buyer, Account Clerk Receptionist, Account Clerk Receptionist II, Enrollment/Outreach Coordinator, Human Resources Technician, Budget Technician, Technology/Digital Technician.

Child Development Center: Master Educator Pre-School, Master Educator School Age, Educator Pre-School, Educator School Age, Associate Assistant School Age, Instructional Assistant Pre-School.

Dana Extended Day Program: Site Coordinator, Program Clerk, Master Educator, and Instructional Aide.

Lead Groundskeeper, Lead Maintenance and Storekeeper-Custodian Trainer positions are not currently staffed. These positions may be staffed when the District completes unification as per facilities need.

# APPENDIX B

## WISEBURN UNIFIED SCHOOL DISTRICT

### 2018-2019 SALARY SCHEDULE CLASSIFIED EMPLOYEES

CLASSIFICATION	Range	Sched	STEP A	STEP B	STEP C	STEP D	STEP E
<b>FISCAL AND CLERICAL</b>							
Acc. & Budget/ Receptionist	1	5	3,970.27	4,168.89	4,376.29	4,597.96	4,827.31
General Clerk/ District Office	1	5	3,970.27	4,168.89	4,376.29	4,597.96	4,827.31
School Secretary	1	5	3,970.27	4,168.89	4,376.29	4,597.96	4,827.31
Buyer	2	5	4,168.89	4,376.29	4,597.96	4,827.31	5,069.82
Acc. & Budget/ Receptionist II	4	5	4,693.24	4,909.06	5,134.93	5,371.13	5,618.15
Enrollment Outreach Coordinator	4	5	4,693.24	4,909.06	5,134.93	5,371.13	5,618.15
HR Tech	5	5	4,827.31	5,069.82	5,323.32	5,588.88	5,867.61
Accounting Technician	6	5	5,069.82	5,323.32	5,588.88	5,867.61	6,160.61
Food Service Clerk	9	4	3,193.34	3,353.54	3,524.74	3,702.51	3,889.07
General Clerk	9	4	3,193.34	3,353.54	3,524.74	3,702.51	3,889.07
Storekeeper/Custodial Trainer	16	4	3,795.79	3,986.73	4,188.64	4,400.44	4,624.30
Child Welfare Secretary	21	4	4,292.90	4,510.17	4,738.42	4,978.74	5,231.14
Tech & Digital Info Tech	23	4	3,375.33	3,544.45	3,721.78	3,908.33	4,104.10
<b>MAINTENANCE &amp; OPERATIONS</b>							
Custodian-Groundskeeper	11	4	3,353.54	3,524.74	3,702.51	3,889.07	4,086.58
General Maintenance Helper	11	4	3,353.54	3,524.74	3,702.51	3,889.07	4,086.58
Lead Groundskeeper	18	4	3,986.73	4,188.64	4,400.44	4,624.30	4,859.14
General Maintenance Worker I	19	4	4,086.58	4,292.90	4,510.17	4,738.42	4,978.74
General Maintenance Worker II	20	4	4,189.74	4,401.54	4,624.30	4,859.14	5,104.94
Lead Maintenance Worker		4	4,510.40	4,738.51	4,978.75	5,231.24	5,495.99
<b>HOURLY</b>							
Food Service Worker	1	4	15.58	16.48	17.33	17.88	18.77
Health Clerk	2	4	17.61	18.33	19.06	19.79	20.63
Library Clerk	2	4	17.61	18.33	19.06	19.79	20.63
Technology Library Clerk	2	4	17.61	18.33	19.06	19.79	20.63
Maintenance & Operations	3	4	16.67				
Playground Aide	4	4	16.30				
Computer Aide	6	4	15.36	16.08	17.16	17.82	18.57
Instructional Aide	6	4	15.36	16.08	17.16	17.82	18.57
Food Service Clerk	9	4	18.42	19.34	20.34	21.35	22.45
Custodian-Facility Support	14	4	20.32	21.36	22.44	23.57	24.75
Speech Language Path Assistant	22	4	20.71	22.26	23.81	25.37	26.92
<b>HOURLY CDC</b>							
Instructional Assistant (7/1 - 12/31/2018)	1	9	11.28	11.38	11.48	11.58	11.69
Instructional Assistant (after 1/1/2019)	1	9	12.00	12.10	12.20	12.30	12.40
Associate Assistant	2	9	12.54	12.93	13.31	13.68	14.10
Educator	3	9	15.04	15.49	15.94	16.44	16.92
Master Educator	4	9	18.91	20.40	21.87	23.65	25.06
<b>HOURLY EDP</b>							
Instructional Aide	6	4	15.36	16.08	17.16	17.82	18.57
Master Educator	4	9	18.91	20.40	21.87	23.65	25.06
Program Clerk	1	4	18.42	19.34	20.34	21.35	22.45
Site Coordinator	5	9	27.57	28.38	29.24	30.13	31.04

Full-Time Employees Longevity Stipend				Part-Time Employees Longevity Stipend - Not Compounded/Eff 11/1/2016
A career increment of \$50.00 / month will be paid after completion of ten (10) years of full-time service, an additional \$75.00 / month after fifteen (15) years of full-time service.				After 10 years of service, employee is entitled to a stipend of \$25 per month
An additional \$100.00 after twenty (20) years of service.				After 15 years of service, employee is entitled to a stipend of \$50 per month
An additional \$125.00 after twenty five (25) years of service.				After 20 years of service, employee is entitled to a stipend of \$60 per month
An additional \$150.00 after thirty (30) years of service.				After 25 years of service, employee is entitled to a stipend of \$80 per month
				After 30 years of service, employee is entitled to a stipend of \$100 per month

#### Full-Time Employees Longevity Stipend

A career increment of \$50.00 per month will be paid after completion of ten (10) years of full-time service and an additional \$75.00 per month after fifteen (15) years of full-time service.

An additional \$100.00 after twenty (20) years of service.

An additional \$125.00 after twenty five (25) years of service.

An additional \$150.00 after thirty (30) years of service.

#### **Effective November 1, 2016, increase longevity stipend for part time employees by 60% as follows:**

##### Part-Time Employees Longevity Stipend - Not Compounded

After 10 years of service, employee is entitled to a stipend of \$25 per month

After 15 years of service, employee is entitled to a stipend of \$50 per month

After 20 years of service, employee is entitled to a stipend of \$60 per month

After 25 years of service, employee is entitled to a stipend of \$80 per month

After 30 years of service, employee is entitled to a stipend of \$100 per month

Effective July 1, 2018 increase to Hourly CDC Instructional Assistant rate of pay, Range 1, Schedule 9, as follows to comply with changes to the California Minimum Wage:

Step A	Step B	Step C	Step D	Step E
\$11.00	\$11.10	\$11.20	\$11.30	\$11.40

Effective January 1, 2019 increase to Hourly CDC Instructional Assistant rate of pay, Range 1, Schedule 9, as follows to comply with changes to the California Minimum Wage:

Step A	Step B	Step C	Step D	Step E
\$12.00	\$12.10	\$12.20	\$12.30	\$12.40



## **APPENDIX C**

### Medical Benefits:

Effective January 1, 2018 the District will increase the medical contribution by \$365. The new medical contribution amount shall be \$6,000 per year. Cash in lieu shall not exceed \$4,052 per year for unit members hired prior to July 1, 2005. For unit members hired after July 1, 2005 it will remain at \$1,500 per year.

### Dental Benefits:

Effective October 1, 2008 the District will increase dental contribution to cover the cost of employee only.

### Life Insurance:

District pays full premium on Life Insurance policy for eligible employees through Keenan & Associates.

### Income Protection/Disability Insurance:

District pays full premium on Income Protection/Disability policy for eligible employees through Keenan & Associates.

The District will establish a Health & Welfare Committee that will include representation from CSEA. The purpose of the committee is to explore options for improved Health & Welfare benefits and to control costs.

## APPENDIX D

### CLASSIFIED EMPLOYEE 2018-19 HOLIDAY CALENDAR

Independence Day	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018
Veteran' s Day (observed)	Monday	November 12, 2018
Admissions Day (observed)	Monday	November 19, 2018
Optional Day #1	Tuesday	November 20, 2018
Optional Day #2	Wednesday	November 21, 2018
Thanksgiving Day	Thursday	November 22, 2018
Day After Thanksgiving	Friday	November 23, 2018
Christmas Day	Tuesday	December 25, 2018
New Year's Day	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
Washington's Birthday	Monday	February 18, 2019
Lincoln's Birthday (observed)	Monday	April 22, 2019
Memorial Day	Monday	May 27, 2019

Board Approved: April 12, 2018

Appendix D

## **Memorandum of Understanding**

Effective December 3, 2007, change the assigned hours of work for full time Custodian-Groundskeepers not assigned to school sites, full time Maintenance Helpers and full time Maintenance Workers I and II to 7:00 a.m. to 3:30 p.m.

In the event that special projects arise, by mutual agreement between the District supervisor, or designee, and unit member(s), work hours may temporarily changed to address a specific project.

# **Memorandum of Understanding**

## **Regarding AB 119**

### **DISTRICT PROPOSAL**

### **CSEA NEGOTIATIONS**

**OCTOBER 25, 2017**

**The Wiseburn Unified School District (District) and the California School Employees Association, Chapter 486 (CSEA) enter into this Memorandum of Understanding (MOU) and agree as follows:**

#### **1. EMPLOYEE INFORMATION**

- a) “Newly hired employee” or “new hire” means any employee who is a member of the CSEA classified bargaining unit and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit. This does not include substitute employees.
- b) Except for employees who have submitted written requests pursuant to Government Code section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date, the District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via mutually agreeable secure FTP site or service, at CSEA’s expense, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District’s records, with each field in its own column:
  - i. First name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III);
  - v. Job title;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number;
  - ix. Work telephone extension;

- x. Home street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits)
- xvi. Date of hire
- xvii. Last four digits of the social security number
- xviii. Personal email address of the employee;

Except as provided herein, this information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c) **Periodic Update of Contact Information:** Except for the above limitations, the District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May of each school year. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service at CSEA's expense.

## 2. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) **District Scheduled New Employee Group Orientations:** The District shall provide CSEA access to its scheduled new employee group orientations. New employee group orientations shall be scheduled at least once per month, except where no new unit members have been hired. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. During these scheduled orientations, CSEA shall have thirty (30) minutes of paid release time for one CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session. CSEA shall provide the District with the contact information (email and cell phone number) of the designated CSEA representatives.

## 3. DURATION OF MEMORANDUM OF UNDERSTANDING

- a) **Term:** This MOU shall remain in full force and effect from the date this Memorandum is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other prior to March 15, 2020, or any subsequent anniversary date, of its desire to modify the MOU.

- b) **Savings Clause:** If during the life of the MOU there exists any applicable law, 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 contained within this MOU, that provision shall no longer be valid and the parties shall meet within thirty (30) days to negotiate changes to this MOU.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**WISEBURN UNIFIED SCHOOL DISTRICT**

**AND**

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 126**

**November 9, 2017**

The Wiseburn Unified School District (“District”) and the California School Employees Association (CSEA) Wiseburn Chapter 486 (“CSEA”) enter into this Memorandum of Understanding and agree as follows:

1. The District will find a reclassification study for all bargaining unit classification conducted by an outside consultant, subject to the approval of the Board of Education. This report will include recommendations on changes in job duties and/or salary of classified unit members. If approved by the Board of Education, the reclassification study will begin no later than July, 1, 2018.
2. The recommendations in the consultant’s report will be provided to the Board of Education, District, and CSEA for review and consideration. Any subsequent changes to salary, job duties, salary realignment and/or relative salary for any classification (as opposed to individual reclassification within existing classifications and ranges) shall be obtained exclusively through the normal collective bargaining process between CSEA and the District.
3. During the time period during which the reclassification study is being conducted, request for reclassification shall be brought to the Board of Education only by mutual agreement between CSEA and the District.

**Memorandum of Understanding**  
**Between the**  
**Wiseburn Unified School District**  
**And**  
**California School Employees Association, Chapter #486**

**November 9, 2017**

The Wiseburn Unified School District (District) and the California School Employees Association Chapter #486 (CSEA) enter into this Memorandum of Understanding and agree as follows:

For the 2017-18 school year, a pilot program will be offered on a designated back to school staff development day. All classified members of the bargaining unit will be paid for their participation in job specific training. Training will be provided by the District or open to CSEA to conduct training with prior district approval.



**Memorandum of Understanding**  
**Between the**  
**Wiseburn Unified School District**  
**And**  
**California School Employees Association, Chapter #486**

**November 9, 2018**

The Wiseburn Unified School District (“District”) and California School Employee Association and its Wiseburn Chapter #486 (“CSEA”), hereby enter into this Memorandum of Understanding an agree as follows:

Effective July 1, 2019, the work year for General Clerks and Computer Aides will be increased to 10-1/2 months.

Effective July 1, 2019, the work year for Master Educator, Educators, Associate Aide and Instructional Aide assigned to the Child Development Center will be increased to 11-1/2 months.

Effective July 1, 2019, the vacation time earned for the 10-1/2 months employees will be equivalent to an eleven-month employee as stated in Article 12 Section 2.2. This information will be incorporated to the CBA at the successor negotiations.

Effective July 1, 2019, the vacation time earned for the 11-1/2 months employees will be equivalent to a 12-month employee as stated in Article 12 Section 2.1. This information will be incorporated to the CBA at the successor negotiations.