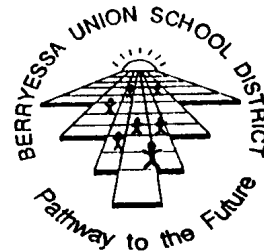


# NEGOTIATED AGREEMENT



BETWEEN



California School Employees Association,  
Chapter 364

AND

THE GOVERNING BOARD AND  
ADMINISTRATION  
OF THE  
BERRYESSA UNION SCHOOL DISTRICT

July 1, 2006 - June 30, 2009

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1 **PREAMBLE**

2 This agreement made and entered into this 30th day of April, 1987, by and between  
3 Berryessa Union School District, hereinafter referred to as the District, and the California  
4 School Employee Association and its Berryessa Union School District Chapter 364,  
5 hereinafter referred to as “CSEA”.

6 Modified: 5/12/88, 7/19/89, 01/12/90, 1991, 11/17/92, 12/17/93, 7/5/95, 10/96, 5/98, 9/99,  
7 9/00, 4/22/02, 4/9/04, 6/30/05, 1/10/06, 4/12/06, 9/20/06.

8 **ARTICLE 1: RECOGNITION**

9 The Berryessa Union School District (hereinafter referred to as “District”) confirms its  
10 recognition of the California School Employee Association and its Chapter 364  
11 (hereinafter referred to as “CSEA”) as the exclusive representative for that unit of clerical  
12 and instructional employees. CSEA and the District agree to list the bargaining unit  
13 classifications in Appendix B. New positions within this unit shall be established by the  
14 District after consultation with CSEA. Notification of the new position(s) will be sent to  
15 PERB for certification.

16 **ARTICLE 2: DISTRICT RIGHTS**

17 2.1 It is understood and agreed that the District retains all of its powers and authority  
18 to direct, manage, and control to the full extent of the law. Included in, but not  
19 limited to, those duties and powers is the exclusive right to: determine its  
20 organization; direct the work of its employees; determine the times and hours of  
21 operation; determine the kinds and levels of services to be provided, and the  
22 methods and means of providing them; establish its educational policies, goals  
23 and objectives; ensure the rights and educational opportunities of students;  
24 determine staffing patterns, determine the number and kinds of personnel  
25 required; transfer personnel; maintain the efficiency of District operations;  
26 determine the curriculum; build, move, or modify facilities; establish budget  
27 procedures and determine budgetary allocation; determine the methods of raising  
28 revenue; contract out work; and take action on any matter in the event of an  
29 emergency. In addition, the Board retains the rights to hire, classify, assign,  
30 evaluate, promote, and discipline employees.

31 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities  
32 by the District, the adoption of policies, rules, procedures, regulations and  
33 practices in the furtherance thereof, and the use of judgment and discretion in  
34 connection therewith, shall be limited only by the specific and express terms of  
35 this Agreement, and then only to the extent such specific and express terms are in  
36 conformance with the law.

37 **ARTICLE 3: CSEA RIGHTS**

38 3.1 **CSEA Business**

39 CSEA business and activities will be conducted by unit members or CSEA  
40 officials outside established work hours as defined and will be conducted in  
41 places other than District property, except when:

42 3.1.1 An authorized CSEA representative obtains advance authorization  
43 from the Superintendent or designee regarding the specific time, place,  
44 and type of activity to be conducted.

45 3.1.2 The Superintendent or designee can verify that such requested  
46 activities and one of facilities will not interfere with the school  
47 programs and/or duties of unit members as defined.

48 3.1.3 CSEA pays a reasonable fee for expenses related to any usual wear or  
49 damage and it is subject to Civic Center Act and District guidelines for  
50 the use of facilities.

51 3.2 **Posting Information**

52 CSEA may use the mail boxes and bulletin board spaces designated by the  
53 Superintendent, subject to the following conditions:

54 3.2.1 All postings for bulletin boards or items for school mail boxes must  
55 contain the date of posting or distribution and the identification of the  
56 organization, together with a designated authorization by CSEA  
57 president or other authorized person.

58 3.2.2 A copy of such postings or distributions must be delivered to the  
59 Superintendent or designee at the same time as posting or distribution.

60 3.2.3 CSEA will not post or distribute information which is obscene or  
61 defamatory of the District or its personal, subject to the immediate  
62 removal by the District of the right to post or to distribute for a period  
63 of 90 days.

64 3.2.4 CSEA shall have exclusive use of an electronic bulletin board which  
65 shall be limited to union business. Except for the designated bulletin  
66 board, unit members shall use the electronic mail system for school  
67 business only. Any CSEA use of the District's electronic mail system  
68 shall comply with the established District rules and protocol.

69 3.3 **Dues and Fees**

70 3.3.1 Any unit member who is a member of CSEA and its Berryessa  
71 Chapter 364, or who has applied for membership, may sign and deliver  
72 to the District an assignment authorizing deduction of unified



73 membership dues, initiation fees and general assessments in CSEA.  
74 Pursuant to such authorization, the District shall deduct one-tenth  
75 (1/10) of such dues from the regular salary check of the unit member  
76 each month for ten (10) months. Deductions for unit members who  
77 sign such authorization after the commencement of the school year  
78 shall be appropriately prorated to complete payment by the end of the  
79 school year.

80 3.3.2 Any unit member who is not a member of CSEA and its Berryessa  
81 Chapter 364, or who does not make application within thirty (30) days  
82 of the effective date of this agreement, or within thirty (30) days from  
83 the date of the commencement of assigned duties within the bargaining  
84 unit, shall become a member of CSEA or pay to CSEA a service fee in  
85 an amount equal to membership dues, as determined by CSEA,  
86 payable to CSEA in one lump sum cash payment in the same manner  
87 as required for the payment of member dues. However, the unit  
88 member may authorize payroll deduction for such fee in the same  
89 manner as provided in Section 3.3.1 of this article. In the event that a  
90 unit member shall not pay such a fee directly to CSEA, or authorize  
91 payment through payroll deduction as provided in Section 3.3.1,  
92 CSEA shall so inform the District, and the District shall immediately  
93 begin automatic payroll deduction as provided in Education Code  
94 Section 45061 and in the same manner as set forth in Section 3.3.1 of  
95 this Article. CSEA shall pay the additional costs, if any, for  
96 mandatory Agency Fee deductions.

97 3.3.3 Any unit member who is a member of a religious body whose  
98 traditional tenets or teachings include objections to joining or  
99 financially supporting employee organizations shall not be required to  
100 join or financially support CSEA and its Berryessa Chapter 364 as a  
101 condition of employment; except that such unit member shall pay, in  
102 lieu of a service fee, sums equal to such service fee to one non-  
103 religious, non-labor organization, or charitable fund, exempt from  
104 taxation under section 501(c)(3) of Title 26 of the Internal Revenue  
105 Code. Such payment of the in-lieu service fee shall be made by  
106 authorizing the District to deduct one-tenth (1/10) of such in-lieu fee  
107 from the regular salary check of the employee each month for ten (10)  
108 months or by a single lump sum cash payment directly to the non-  
109 profit organization.

110 3.3.4 Proof of payment and a written statement of objection along with  
111 verifiable evidence of membership in a religious body whose  
112 traditional tenets or teachings object to joining or financially  
113 supporting employee organizations, pursuant to Section 3.3.3 above,  
114 shall be made to CSEA. Proof of payment shall be in the form of  
115 receipts, deductions card, and/or canceled checks indicating the  
116 amount paid, date of payment, and to whom payment in lieu of the

117 service fee has been made. Such proof shall be presented on or before  
118 September thirteenth (13th) of each school year.

119 3.3.5 Any unit member making payment as set forth in Sections 3.3.3 and  
120 3.3.4 above, whether for membership dues or agency fee, the District  
121 agrees to authorize the County to remit such moneys to CSEA. The  
122 District shall provide an alphabetical list of unit members to CSEA on  
123 a monthly basis and indicate for whom such deductions are being  
124 made, categorizing them as to membership or non-membership in  
125 CSEA, and indicating any changes in personnel from the list  
126 previously furnished.

127 3.3.6. CSEA agrees to furnish any information needed by the District to  
128 fulfill the provisions of this article.

129 3.3.7 CSEA shall indemnify and hold harmless the District and its Board  
130 individually and collectively, from any legal costs and damages arising  
131 from claims, demands or liability by reason of litigation arising from  
132 this article, provided that this obligation applies to litigation brought  
133 by third parties and not a dispute between CSEA and the District over  
134 the interpretation or application of this article.

135 3.3.8 CSEA shall have the exclusive rights to decide and determine whether  
136 any action or proceeding referred to in this article shall or shall not be  
137 compromised, settled, dismissed or appealed.

138 3.4 **Change of Status**

139 The District will provide CSEA with written notification of any new employment  
140 or change of status of any unit member. The District will provide this notice to  
141 the CSEA President and Treasurer.

142 **ARTICLE 4: EMPLOYEE RIGHTS**

143 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or  
144 discriminate against employees because of their decision to exercise the right to engage  
145 or not engage in CSEA activities.

146 **ARTICLE 5: CONCERTED ACTIVITIES**

147 5.1 It is agreed and understood that there will be no strike, work stoppage, slow-  
148 down, picketing or refusal or failure to fully and faithfully perform job functions  
149 and responsibilities, or other interference with the operations of the District by  
150 CSEA or by its officers, agents, or members during the term of this Agreement,  
151 including compliance with the request of other labor organizations to engage in  
152 such activity.

153 5.2 CSEA recognizes the duty and obligations of its representatives to comply with  
154 the provisions of the Agreement and to make every effort toward inducing all  
155 employees to do so. In the event of a strike, work stoppage, slow-down or other  
156 interference with the operations of the District by employees who are represented  
157 by CSEA, CSEA agrees in good faith to take all necessary steps to cause those  
158 employees to cease such action.

159 5.3 It is agreed and understood that any employee violating this Article will be  
160 subject to discipline up to and including termination by the District.

161 5.4 It is understood that in the event this Article is violated by CSEA or the District,  
162 either party is entitled to take whatever appropriate legal action is available. This  
163 Section is not grievable under the provisions of Article 7.

164 5.5 The District agrees not to lock out bargaining unit employees during the term of  
165 this Agreement.

166 **ARTICLE 6: CSEA RELEASE TIME**

167 6.1 CSEA representatives will exclusively receive time off from duties for the  
168 processing of grievances past the informal level of the grievance procedure,  
169 Article 7 herein, for CSEA members who are designated as CSEA  
170 representatives, subject to the following conditions:

171 6.1.1 Within (10) working days following the appointment of new  
172 representatives, the CSEA President will designate in writing to the  
173 Superintendent or designee CSEA representatives authorized to  
174 receive release time.

175 6.1.2 For grievance processing, the designated representative shall inform  
176 his/her immediate supervisor of the need to be absent no later than the  
177 work day before the use of release time in order that an adequate  
178 substitute may be obtained, if such is necessary.

179 6.1.3 That such time off shall be limited solely to representing a grievance in  
180 a conference with a management person, beyond the informal level  
181 and in no way shall this limitation include use of such time for matters  
182 such as gathering information, interviewing witnesses, or preparing a  
183 presentation.

184 6.2 Two (2) days per month release time will be given to the CSEA President or  
185 designee for the purpose of problem solving and other CSEA business. The  
186 District will provide a substitute as needed. CSEA will generally be required to  
187 provide at least two weeks advance notice of the absence, but may provide lesser  
188 notice when circumstances call for less notice. The advance notice must be  
189 reasonable in light of the circumstances.

190 6.3 **Annual Conference**

191 Release time without loss of compensation shall be granted to two CSEA  
192 designated delegates to attend the actual days the CSEA annual conference is in  
193 session. CSEA shall provide the District with thirty (30) days written notice of  
194 the names of the two delegates that are entitled to receive release time.

195 **ARTICLE 7: GRIEVANCE**

196 Prior to implementation of the Procedures for Grievance, employees are encouraged to  
197 attempt to identify and resolve a problem at a private conference. However, either party  
198 has a right to a representative of the party's choice at the problem-solving conference(s)  
199 and at any level within the Procedures for Grievance, except Level 4 – Arbitration. No  
200 reprisal shall be invoked against any employee for processing a grievance.

201 7.1 **Definitions**

202 7.1.1 **Grievance**: An allegation by a grievant that he/she has been adversely  
203 affected by a violation of the specific provisions of the Contract.  
204 Actions to abolish or change the policies of the District as set forth in  
205 the rules and regulations, or administrative procedures, must be  
206 undertaken through a separate process.

207 7.1.2 **Representative**: A representative may be a fellow employee, faculty  
208 member, department head, supervisor or administrator.

209 7.1.3 **Working Day**: A “working day” is any day on which the central  
210 administrative offices of the Berryessa Union School District are open  
211 for business.

212 7.1.4 **Grievant**: An employee, employees, or CSEA.

213 7.2 **Procedures for Grievance**

214 7.2.1 Except by mutual agreement, failure by the employer at any level to  
215 communicate a decision within the specified time limit shall permit the  
216 grievant to proceed to the next level.

217 7.2.2 Except by mutual agreement, failure by grievant at any level to appeal  
218 a grievance to the next level within the specified time limit shall be  
219 considered acceptance of the grievance at that level. All meetings to  
220 process grievance will be conducted in District facilities.

221 7.2.3 If the Level 3 hearing with the Superintendent is scheduled during the  
222 employee's regular working day, the grievant and one CSEA  
223 representative will receive time off from normal duties for the purpose  
224 of processing the grievance.

225 7.2.4 The grievant must be present at each level of the grievance process.

226 7.2.5 In the event a grievance is filed by a unit member without the  
227 assistance of CSEA, the District shall send a copy of the grievance and  
228 its resolution to CSEA. Within ten (10) days of receipt, CSEA may  
229 submit a written response, which shall be filed with the grievance and  
230 resolution in a grievance file.

231 7.2.6 Group Grievance: If the same grievance involves employees at  
232 different work sites or departments, the grievance shall be filed at  
233 Level 2.

234 7.3 **Level 1 – Immediate Supervisor**

235 7.3.1 Within twenty (20) working days after the grievant knew, or  
236 reasonably should have known of the condition upon which the  
237 grievance is based, the grievant may present the grievance in writing,  
238 on a form to be provided by the District, to the administrator with  
239 immediate administrative responsibilities for the position to which the  
240 grievant is assigned.

241 7.3.2 The statement of grievance shall be a clear, concise statement of the  
242 circumstances on which the grievance is based, the persons involved,  
243 and the remedy sought.

244 7.3.3 Either party to the grievance shall have the right to a conference with  
245 the other party.

246 7.3.4 The immediate supervisor shall communicate the decision to the  
247 employee and CSEA in writing within ten (10) working days after  
248 receiving the grievance.

249 7.4 **Level 2 – Personnel Services Administrator**

250 7.4.1 A unit member may appeal, in writing, the decision from Level 1 to  
251 the Assistance Superintendent of Personnel Services within ten (10)  
252 working days after receiving it.

253 7.4.2 This statement shall be a clear, concise statement and shall include:  
254 the circumstances on which the grievance is based; the persons  
255 involved and the remedy sought; an outline of actions taken to adjust  
256 the complaint; and the reasons for the appeal from the decision.

257 7.4.3 The Assistant Superintendent of Personnel Services shall confer with  
258 the unit member and communicate the decision to the grievant in  
259 writing, within ten (10) working days of the appeal date.

260 7.5 **Level 3-Superintendent**

261 7.5.1 The unit member may appeal the decision from Level 2 to the  
262 Superintendent within ten (10) working days after receiving it. The  
263 appeal shall be submitted to the Assistant Superintendent of Personnel  
264 Services who shall forward the grievance to the Superintendent.

265 7.5.2 A conference shall be held and the Superintendent shall communicate  
266 the decision to the unit member within ten (10) working days of the  
267 appeal.

268 7.6 **Level 4 – Arbitration**

269 7.6.1 If the grievant is not satisfied with the disposition at Level 3 or the  
270 time limits expire without the issuance of the Superintendent’s written  
271 reply, CSEA may, within twenty (20) working days, submit the  
272 grievance to arbitration. The notice of intent to arbitrate shall be  
273 submitted in writing to the Superintendent within those twenty (20)  
274 working days.

275 7.6.2 At the request of either party, a certified court reporter shall be  
276 employed to personally record verbatim the entire hearing. The parties  
277 shall share equally the cost of the reporter. If either party desires a  
278 transcript, that party shall pay the cost of the transcript.

279 7.6.3 **Functions of the Arbitrator**

280 7.6.3.1 To hold a hearing concerning the grievance

281 7.6.3.2 To render a written decision to CSEA and the District  
282 within three (3) months after closing of the hearing.

283 7.6.4 **Selection of the Arbitrator**

284 7.6.4.1 Within (10) working days after written notice of  
285 submission to arbitration, the California State Conciliation  
286 Service will be requested by either party to supply a list of  
287 five (5) arbitrators. Thereafter, the arbitrator shall be  
288 selected from the list by each party, alternately striking a  
289 name, until one name remains. The party striking first shall  
290 be determined by a flip of the coin.

291 7.6.4.2 The School District and CSEA or the grievant will share  
292 equally the payment of the services and expenses of the  
293 arbitrator.

294 7.6.5 **Powers and Limitations of the Arbitrator**

295 7.6.5.1 The arbitrator shall consider only those issues that have  
296 been properly carried through all prior steps of the  
297 Grievance Procedure.

298 7.6.5.2 The arbitrator shall afford District representatives and the  
299 employee or his/her representatives involved, a reasonable  
300 opportunity to present evidence, witnesses and arguments.

301 7.6.5.3 The jurisdiction of the arbitrator shall be confined to a  
302 determination of the facts and interpretation of the  
303 provisions of this Agreement



- 304                   7.6.5.4    The arbitrator shall have no authority to interpret any state  
305    or federal law when the compliance or noncompliance  
306    therewith might be involved in the consideration of the  
307    grievance or to award punitive damages.
- 308                   7.6.5.5    The arbitrator's decision shall be final and binding.

309 **ARTICLE 8: COMPENSATION AND BENEFITS**

310 8.1 **Salary Schedule**

311 The 2005-2006 salary schedule will be increased by 4.0% effective July 1, 2006,  
312 for the fiscal year 2006-2007 for unit members in active paid status on the date  
313 the Governing Board approves this Agreement and for unit members who retire  
314 during the 2006-2007 fiscal year. The revised salary schedule is attached to this  
315 Tentative Agreement as Appendix A1 and Appendix A2. On a one-time  
316 nonprecedent setting basis, for the 2006-2007 fiscal year, in addition to the salary  
317 schedule increase, the District will allocate a lump sum total of \$52,430 to the  
318 bargaining unit. This one-time lump sum payment shall be divided on the basis of  
319 FTE to all unit members in active paid status on the date the Governing Board  
320 approves this Agreement.

321 8.2 **Step Increases**

322 Unit members will receive step increases on July 1 of each fiscal year. Persons  
323 hired prior to January 1, of any year, will receive step increase on July 1 (those  
324 who are eligible) of the next fiscal year. Persons hired on or after January 1 of  
325 any year will receive step increases on July 1 of the second successive fiscal year.

326 8.3 **Other Compensation**

327 The District will pick up a 3% PERS buyout for all unit members participating in  
328 PERS, retroactive to July 1, 1992.

329 8.3.1 Non-bargaining unit yard-duty work will be added to an employee's  
330 bargaining unit FTE for the purpose of PERS eligibility and  
331 contributions.

332 8.4 **Working in a Higher Classification**

333 8.4.1 Bargaining unit employees shall not be required to perform duties  
334 which are not fixed and prescribed for their classification, unless the  
335 duties reasonably relate to those fixed for the class, for any period of  
336 time which exceeds five (5) working days within a 15-calendar day  
337 period except as authorized herein.

338 8.4.2 A bargaining unit employee may be required to perform duties  
339 inconsistent with those assigned to the class for a period of more than  
340 five (5) working days provided that his/her salary is adjusted  
341 retroactive for the entire period he/she is required to work in a higher  
342 class and in such amounts as will provide an amount equivalent to the  
343 higher range and the step the employee is currently on.

344 8.4.3 Employees who are temporarily assigned to a lower classification shall  
345 suffer no reduction in pay or hours as a result of the temporary  
346 assignment.

347 8.4.4 As used in this Article, “classification” shall be defined as any group  
348 of positions sufficiently similar in duties, responsibilities, and  
349 authority that the same job title, minimum qualifications and salary  
350 range are appropriate for all positions in the classification.

351 8.5 **School Site Clerical Substitutes**

352 In the event a school site office clerical person is absent for a full school day and  
353 a substitute is not provided for the full school day, the elementary school secretary  
354 or clerk will be compensated an additional \$50 per day for assuming the full  
355 responsibilities of the absent staff person. At the middle school level the \$50 will  
356 be evenly divided between the secretary and/or school clerks who assumed the  
357 full responsibilities. The maximum payment shall be a total of five days in a  
358 school year. This limitation may be extended only upon the prior written  
359 approval of the Assistant Superintendent of Personnel Services.

360 8.6 **Maintaining a Classroom**

361 8.6.1 In case of certificated work stoppage, natural disaster, and/or lack of  
362 qualified substitutes, a unit member may be assigned the responsibility  
363 of maintaining a classroom when certificated staff is unavailable to  
364 directly maintain a classroom, and periodic supervision is provided by  
365 a certificated employee.

366 8.6.2 The pay for such classroom maintenance shall be thirteen dollars and  
367 twenty-three cents (13.23) per hour in addition to the unit member’s  
368 regular pay.

369 8.6.2.1 This amount shall be increased each year by the percentage  
370 increase of the salary schedule

371 8.6.2.2 If more than one classified employee assumes the same  
372 classroom responsibility, the above rate shall be divided  
373 equally.

374 8.6.2.3 The utilization of a unit member to maintain a classroom  
375 cannot exceed two consecutive days under any  
376 circumstances, except in instances of a certificated work  
377 stoppage or natural disaster.

378 8.7 **Pay Provision and Training for Special Education Paraeducators, Case**  
379 **Facilitators and Behavior Management Technicians**

380 8.7.1 The salary range for Special Education Paraeducator I shall be: 6.5.

381 8.7.2 The salary range for Special Education Paraeducator II shall be as  
382 follows:

383 8.7.2.1 Salary range with District certificate placement 8.5

384 8.7.2.2 A Special education Paraeducator II placed in the above  
385 classification must obtain a District certificate of  
386 competency in order to be placed at range 8.5.

387 8.7.2.3 Salary range with placement only 7.5

388 8.7.3 **Training**

389 Based on program needs, the District will determine appropriate  
390 training for Special Education Paraeducator I's to become eligible to  
391 be Special Education Paraeducator II's and for Special Education  
392 Paraeducator II's to become eligible to be Behavior Management  
393 Technicians. The District will provide this training as needed. The  
394 District will provide CSEA with the annual training schedule no later  
395 than October 1 of each year.

396 8.7.4 **Daily Living Requirements**

397 8.7.4.1 Special Education Paraeducators I and II, Case Facilitators,  
398 and Behavior Management Technicians I and II are  
399 expected to provide daily living requirements if students  
400 require such services except for a Special Education  
401 Paraeducator I employed before March 1, 1997 will not be  
402 required to provide daily living requirements as part of  
403 developing students' daily living skills. Daily living  
404 requirements, as used in this provision, involves actual  
405 bodily assistance of the student and not mere escorting or  
406 mere observation for emergencies.

407 8.7.4.2 When a Special Education Paraeducator I (regardless of  
408 hire date) provides daily living requirements, that  
409 individual shall receive a one-range differential per month  
410 for the time daily living requirements are provided.

411 8.7.5 **Medical Procedures**

412 8.7.5.1 The District may assign Special Education Paraeducators I  
413 and II to be trained and assigned for such services to  
414 provide medical procedures for students, including, but not  
415 limited to catheterization, gavage feeding, injection, or  
416 suctioning. Unit members assigned to provide medical  
417 procedures to students on a regular basis shall be paid  
418 \$75/month for providing these services.

419 8.7.5.2 Under the District nurse and/or principal's direction, each  
420 school site will develop a backup plan to provide  
421 designated medical procedures when the unit member  
422 assigned those duties is absent. This plan shall include  
423 provisions for providing appropriate training to unit  
424 members who provide the designated medical procedures.  
425 Unit members providing designated medical procedures on  
426 a back-up basis shall be paid \$10 per day on which the  
427 service is provided, not to exceed a total of \$75 in any  
428 calendar month.

429 8.7.5.3 Unit members assigned to provide medical procedures for a  
430 specific child will be provided the necessary on-the-job  
431 training for the specific procedures. This training will be at  
432 the District's expense and provided by qualified personnel.  
433 Interested unit members (other than those in positions listed  
434 in Section 8.7.4.1) can also volunteer for and receive this  
435 specific training. Upon successful completion of the  
436 training, these volunteers will become eligible for  
437 assignment to provide medical procedures to students. The  
438 District has sole discretion to determine whether and when  
439 to provide training, and to select appropriate unit members  
440 for assignment to provide the medical procedures.

441 8.7.6 Special Education Paraeducators I and II, Behavior Management  
442 Technicians I and II, and Case Facilitators shall be considered placed  
443 at the District Office for purposes of assignment only.

444 8.7.7 When a Special Education Paraeducator I or II is assigned to a Special  
445 Day Class or a Resource Program when a substitute teacher is  
446 provided, the Paraeducator shall receive an additional hour of pay for  
447 each day with the substitute, except in the case of the assignment of a  
448 long-term substitute, in which case the Paraeducator will be paid an  
449 additional hour for only the first 10 days.

450 8.8 **Longevity**

451 8.8.1 Employees must be in paid status at least 75% of the school year in  
452 order to receive credit for a year of service.

453 8.8.2 Unit members will receive longevity steps on July 1 as follow:  
454 beginning of the 7th consecutive year – 4% increase in base salary  
455 beginning of the 12th consecutive year – 7% increase in base salary  
456 beginning of the 17th consecutive year – 10% increase in base salary  
457 beginning of the 21st consecutive year – 13% increase in base salary.

458 8.8.3 Employees with breaks-in-service shall be eligible to have all years  
459 counted for longevity effective November 1, 1987.

460 8.9 **Health and Welfare Benefits**

461 8.9.1 **Medical Premiums**

462 For the school year 2006-2007, medical benefits will be provided by  
463 participation in the CalPERS Health Benefits Program, the Public  
464 Employees' Medical and Hospital Care Act (PEMHCA). Unit  
465 members may choose any one of the plans offered by CalPERS, and  
466 must comply with all applicable rules and regulations of the CalPERS  
467 Health Benefits Program and PEMHCA. The District shall make  
468 contributions toward CalPERS medical premiums for unit members as  
469 described below:

470 8.9.1.1 **District Basic Contribution For Medical Premiums**

471 As required by California Government Code Section  
472 22892, effective January 1, 2006, the District will  
473 contribute \$64.60 per month per eligible full-time unit  
474 member for an approved CalPERS health plan option.  
475 Effective January 1, 2007, the District Basic Contribution  
476 will increase to \$80.80, and thereafter will increase as  
477 required by law. The amount required by Government  
478 Code Section 22892 shall be the District's Basic employee  
479 only medical benefits Contribution. This Basic  
480 Contribution is required only to the extent mandated by law  
481 and only as long as the District participates in the  
482 PEMHCA plan.

483 8.9.1.2 **District Supplemental Benefits Contribution For**  
484 **Medical Premiums**

485 Beginning July 1, 2007, the District will provide to each  
486 eligible full-time unit member a supplemental monthly  
487 contribution toward the costs of the medical plans that,  
488 when added to the District Basic Contribution in Section  
489 8.9.1.1 will not exceed \$1,012 per month. The  
490 supplemental benefits contribution shall be prorated for  
491 part-time unit members as described in Section 8.9.3.

492 8.9.2 **Dental and Vision Premiums**

493 The District will pay the cost of the dental and vision insurance  
494 premiums, up to the combined total of the Delta Dental composite rate  
495 and the Vision Services composite rate. The District will maintain the  
496 benefit specifications that exist as of January 1, 2007.

497 8.9.3 **Part-time Employees – Pro-Ration of Benefits**

498 8.9.3.1 Employees hired prior to January 1, 1978, will be entitled  
499 to a pro-ration of medical, dental, and vision benefits  
500 regardless of number of hours worked. Employees hired  
501 after January 1, 1978, must serve four (4) hours or more per  
502 day to qualify on a pro-rata basis.

503 8.9.3.2 Ten-month employees shall have their annual health and  
504 welfare payment prorated over the 10-month work period.

505 8.10 **Domestic Partners**

506 8.10.1 Domestic partners will be covered by the District's health and welfare  
507 plans to the extent that the District carriers provide such coverage.

508 8.10.2 The District will provide health benefits for qualified domestic  
509 partners of bargaining unit members to the same extent, and subject to  
510 the same terms and conditions, as health benefits are available to  
511 dependents of unit members under this Agreement. This coverage is  
512 conditioned upon the domestic partner meeting all of the criteria of  
513 California Family Code Section 297, and upon the unit member  
514 presenting the District with proof that a valid declaration of domestic  
515 partnership has been filed pursuant to the above Family Code Section  
516 or with any local agency registering domestic partnership.

517 8.11 **Section 125 Plan**

518 A Section 125 plan will be implemented and made available to unit members.  
519 Effective November 1, 1999, the District will no longer allow the funds listed in  
520 subsection 8.9.1 above for payment of premiums for insurance other than medical,  
521 dental, or vision. Other insurance premiums may be purchased at District group  
522 rates by a unit member through the salary reduction plan (IRS Code Section 125  
523 plan).

524 8.12 **Retiree Medical Benefits**

525 8.12.1 The District and the Union will reopen negotiations regarding the  
526 retiree medical benefits provided by Section 8.12 in the 2007-2008  
527 fiscal year. In preparation for the 2007-2008 negotiations, the parties  
528 will establish a subcommittee to make recommendation about retiree  
529 medical benefits for unit members hired on or after July 1, 2007. The  
530 subcommittee will consider the needs of unit members, the current and  
531 future costs of providing retiree medical benefits, the extent to which  
532 comparable school districts provide medical benefits to retirees in  
533 comparable classified positions, and any other relevant information.  
534 The subcommittee will submit its report and recommendations to the  
535 parties on or before September 14, 2007.

- 536           8.12.2     For unit members hired on or after July 1, 2007, the District shall be  
537                     required to provide only the District Basic Contribution toward  
538                     medical premiums set forth in Section 8.9.1.1. This District Basic  
539                     Contribution shall be required only to the extent required by law, and  
540                     only as long as the District participates in the PEMHCA plan.
- 541           8.12.3     For unit members hired before July 1, 2007, and retiring on or after  
542                     July 1, 2008, the District shall provide unit members retiring at the  
543                     age of 55 or older, fringe benefits premium contributions according to  
544                     the following schedule:
- 545                     8.12.3.1     The District Basic Contribution required by Section 8.9.1.1  
546                                     and Government Code Section 22892.
- 547                     8.12.3.2     In addition to the District Basic Contribution for retired  
548                                     unit members with 15 up to 20 years of District service –  
549                                     the District shall provide an amount for unit member only  
550                                     medical coverage that, when added to the District Basic  
551                                     Contribution required by Section 8.9.1.1, will not exceed  
552                                     the Kaiser single party rate in effect on the date the unit  
553                                     member’s retirement becomes effective;
- 554                     8.12.3.3     In addition to the District Basic Contribution for retired  
555                                     unit members with 20 up to 30 years of District service –  
556                                     the District shall provide premiums for dental and vision  
557                                     coverage and an amount for unit member only medical  
558                                     coverage only that, when added to the District Basic  
559                                     Contribution required by Section 8.9.1.1 will not exceed  
560                                     the Kaiser single party rate in effect on the date the unit  
561                                     member’s retirement becomes effective.
- 562                     8.12.3.4     In addition to the District Basic Contribution, for retired  
563                                     unit members with 30 years or more of District service who  
564                                     were hired before January 1, 2002 – the District shall  
565                                     provide an amount for the retiree and spouse or domestic  
566                                     partner premiums for dental and vision coverage and  
567                                     medical coverage that, when added to the District Basic  
568                                     Contribution required by Section 8.9.1.1, will not exceed  
569                                     the Kaiser two-party rate dental rate, and vision rate Unit  
570                                     members hired on or after January 1, 2002, with 30 years or  
571                                     more of District service shall receive the same retiree  
572                                     health benefits contributions as that described in Section  
573                                     8.12.3.3 for retired unit members with 20-30 years of  
574                                     District service.
- 575           8.12.4     For unit members hired before July 1, 2007, and retiring before July 1,  
576                     2008, the District shall provide unit members retiring at the age of 55



- 577 or older, fringe benefits premium contributions according to the  
578 following schedule:
- 579 8.12.4.1 The District Basic Contribution required by Section 8.9.1.1  
580 and Government Code Section 22892.
- 581 8.12.4.2 In addition to the District Basic Contribution, for retired  
582 unit members with at least 15 and up to 20 years of District  
583 service, the District shall provide an amount for unit  
584 member only coverage that, when added to the District  
585 Basic Contribution required by Section 8.9.1.1 will not  
586 exceed the Kaiser single party rate.
- 587 8.12.4.3 In addition to the District Basic Contribution for retired  
588 unit members with at least 20 and up to 30 years of District  
589 service, the District shall provide premiums for dental and  
590 vision coverage and an amount for unit member coverage  
591 only that, when added to the District Basic Contribution  
592 required by Section 8.9.1.1 will not exceed the Kaiser  
593 single party rate, dental rate and vision rate.
- 594 8.12.4.4 In addition to the District Basic Contribution for retired  
595 unit members with 30 or more years of District service, the  
596 District shall provide premiums for dental and vision  
597 coverage and an amount for the retiree and spouse or  
598 domestic partner coverage that, when added to the District  
599 Basic Contribution required by Section 8.9.1.1, will not  
600 exceed the Kaiser two-party rate, dental rate and vision  
601 rate.
- 602 8.12.5 The years of service described in Sections 8.12.3 and 8.12.4 must be as  
603 a unit member in the Berryessa Union School District.
- 604 8.12.6 For retired unit members who worked part-time at the time of  
605 retirement, the District's premium contribution described in this  
606 Section 8.12 shall be prorated based on the number of hours worked.
- 607 8.12.7 The payment of premiums (if any) required under Section 8.12 will  
608 continue until the unit member-retiree is eligible for Medicare or  
609 reaches the age of 65, whichever event occurs first. When the unit  
610 member retiree is eligible for Medicare or reaches the age of 65  
611 (whichever occurs first), the unit member-retiree shall be eligible only  
612 for the District Basic Contribution as required by Section 8.9.1.1 and  
613 Government Code Section 22892, and only to the extent that such  
614 contribution is required by law.
- 615 8.12.8 To be eligible for retiree medical benefits under Section 8.12, the unit  
616 member must have been on paid status in the District or on approved

617 leave at the time of retirement and comply with all applicable rules and  
618 requirements for eligibility and participation in retiree medical benefits  
619 through CalPERS, including but not limited to the requirement that the  
620 unit member retires under CalPERS, and that the unit member must  
621 have been enrolled in a CalPERS health plan as an active employee at  
622 the time of retirement.

623 8.12.9 In lieu of any fringe benefits for those qualifying under this Section  
624 8.12, a unit member with 20 or more years of Berryessa Union School  
625 District service, may elect to receive a one-time payment calculated on  
626 \$500 per each year of District service, up to a maximum of \$15,000.

627 8.13 **Professional Growth Program**

628 8.13.1 **Establishment of Professional Growth Committee**

629 The President of the Majority Classified Organization shall appoint a  
630 Professional Growth Chairperson for a one (1) year term. Three (3)  
631 committee members shall be chosen by the affected units (CSEA,  
632 Teamsters, and Classified Confidential Management Team). It shall  
633 be up to the units to decide on their selection process, with one (1)  
634 administrative staff member, the Superintendent or designee, for a  
635 total of five (5) members

636 8.13.2 **Duties of the Committee**

637 Committee members will approve/disapprove requests for Professional  
638 Growth, for their respective bargaining units. The Committee will  
639 review all Professional Growth applications monthly. The committee  
640 will assist the District in preparing goals for the Professional Growth  
641 Program, investigate inside/outside resources for the Professional  
642 Growth Program and increase awareness of the program among  
643 employees

644 8.13.3 **Professional Growth Requirements**

645 Professional Growth increments will be awarded per Union Contracts  
646 or in accordance with District policy for Confidential/Management  
647 Employees. Professional Growth Increments may be earned by  
648 completing 9 units of work in junior college, University or State  
649 College, and Adult Education (including seminars and workshops).  
650 Effective July 1, 1998, Professional Growth Increments will be paid at  
651 \$250 per increment paid in a lump sum on November 30. All CSEA  
652 unit members shall be eligible to participate in the Professional  
653 Growth program.

654 8.13.4 **Unit Evaluation Requirements**

655 8.13.4.1 All units approved and earned after July 1, 1998, must be  
656 job related.

657 8.13.4.2 Credit may be granted only for courses completed after  
658 July 1, 1971, or the date of beginning employment with  
659 Berryessa Union School District, whichever is later.  
660 Courses submitted for credit must be approved by the  
661 appropriate Professional Growth Committee Member or by  
662 the Professional Growth Chairperson should the member  
663 not be available. Courses submitted for credit must be  
664 approved prior to beginning classes.

665 8.13.4.3 One (1) unit (or one semester) normally represents one (1)  
666 hour per week during one (1) semester in lecture or  
667 recitation work with necessary preparation time, or three  
668 (3) hours per week in laboratory or other work not  
669 requiring homework or other preparation.

670 8.13.4.4 Credit for classes in adult education or other approved  
671 education experience (including seminars and workshops)  
672 will be granted as follows:

Total Hours Adult Education (including seminars and workshops)	Absences Permitted	Professional Growth Units Granted
5-9 hours	None	0.25
10-14 hours	None	0.50
15-19 hours	1	1.00
20-29 hours	1	1.50
30-39 hours	2	2.00
40-49 hours	2	2.50
50 hours or more	2	3.00

673 8.13.4.5 Credit for adult education courses, seminars, and/or  
674 workshops that are less than five hours in length may be  
675 combined in order to earn professional growth units and  
676 increments.

677 8.13.4.6 In order to receive credit for the course, all employees  
678 taking courses in adult education must obtain a satisfactory  
679 grade and follow the attendance schedule (see absences  
680 permitted). Courses may only be repeated if the employee  
681 fails the course. Credit for District units may be carried  
682 into the succeeding school year.

683 8.13.5 **Procedures**

684 8.13.5.1 Get Professional Growth form from the office of Personnel  
685 Services. Fill out completely. Obtain supervisor's  
686 approval signature.

687 8.13.5.2 After approval/disapproval, the committee member will  
688 forward to the Assistant Superintendent of Personnel  
689 Services for counter signature. After the Assistant  
690 Superintendent of Personnel Services  
691 approves/disapproves, the form will be forwarded to the  
692 Professional Growth Committee Chairperson for committee  
693 review.

694 8.13.5.3 It is the responsibility of the classified employee to apply  
695 for Professional Growth Credit and verify completion of  
696 course work with the Personnel Services Department. An  
697 official transcript, verified grade card, instructor's signed  
698 statement, or signed certificate of completion covering  
699 work completed and on file in the Personnel Services  
700 Department within 3 months of completing the class.

701 8.13.6 **Denial of Request for Professional Growth**

702 If a request for Professional Growth is denied, the person denying the  
703 request will attach a brief statement of explanation. If the employee  
704 feels that the denial is inappropriate, the employee shall meet with:

705 8.13.6.1 The Assistant Superintendent of Personnel Services.  
706 Should the denial stand, the Assistant Superintendent of  
707 Personnel Services shall notify the Professional Growth  
708 Committee Chairperson. The denial will be reviewed at the  
709 next meeting of the committee, which may overturn the  
710 decision or uphold it.

711 8.13.6.2 If the denial is upheld, the employee should file a  
712 grievance.

713 8.14 **Classified Staff Development**

714 Each school year, \$5,000 will be deposited by the District into a fund to provide  
715 classified staff development. A committee of CSEA representatives and District  
716 administrators will review each application for approval of funds. Any money  
717 left in the account at the end of the fiscal year will be "rolled over" to the  
718 following year

719 8.15 **Paraeducator Career Ladder**

720 Each school year, \$5,000 will be set aside by the District in support of a Career  
721 Ladder for Paraeducators who are working towards completing requirements for a  
722 Special Education credential. A committee of CSEA representatives and District  
723 administrators will review each application for approval of funds. Any money  
724 left in the account at the end of the fiscal year will be “rolled over” to the  
725 following year.

726 8.16 **Child Development Center and State Preschool**

727 CSEA and the District will meet to finalize implementation and conditions for  
728 CDC.

729 8.17 **District Work Opportunities Outside Bargaining Unit**

730 Within the first three weeks of the school year, Personnel Services will notify the  
731 CSEA President and unit members of the District’s hourly rate for before-school  
732 and after-school instruction. This is not CSEA bargaining unit work, and as such,  
733 will be considered employment separate from any unit position, and not part of  
734 overtime calculations or eligibility for benefits.

735 8.18 **Payment of Compensation**

736 A new formula for calculating total compensation for ten and eleven month  
737 employees will be implemented no later than July 1, 2000.

738 8.18.1 The monthly salary will be calculated by multiplying the hourly rate  
739 by 174.

740 8.18.2 Each employee will receive their regular monthly pay on the last  
741 working day of the month. If any employee works less than one full  
742 month, then the employee will receive a pro-ration of their monthly  
743 pay rate on the last working day of the month.

744 **ARTICLE 9: PROBATION AND EVALUATION**

745 The evaluation form, *Classified Employee's Work Performance Report*, is attached as  
746 Appendix D.

747 9.1 **Probationary Employees**

748 9.1.1 **Probationary Period**

749 The probationary period for all classified employees new to the  
750 District shall be six (6) months in paid status. All unit members who  
751 are promoted into a higher classification, or who are laterally  
752 reassigned to a new classification within the same range, or who are  
753 voluntarily demoted, will have a probationary period of (4) four  
754 months in paid status.

755 9.1.2 **Failure to Complete Probationary Period**

756 9.1.2.1 **Notice**

757 Failure to successfully complete the probationary testing  
758 period will require only a notice of such failure before the  
759 end of the period. For probationary employees new to the  
760 District, nothing more is required.

761 9.1.2.2 **Employees Other Than New Hires**

762 Unit members serving probation due to a promotion, a  
763 lateral reassignment within the same range, or a voluntary  
764 demotion, will have the right to return to their previous  
765 position within the first two months of the probationary  
766 period. A substitute will be employed to fill the vacancy  
767 for the two-month period.

768 9.1.2.2.1 In order to assist the probationary employee  
769 in making a decision whether or not to  
770 return to their prior position, and upon  
771 request of the probationary employee, the  
772 immediate supervisor will provide an initial  
773 assessment of the likelihood of successfully  
774 completing probation.

775 9.1.2.2.2 A permanent unit member who is promoted  
776 to a new position and fails to successfully  
777 complete probation in the new position  
778 shall be employed in the classification from  
779 which he or she was promoted.

780 9.1.3 **Evaluation of Probationary Employees**

781 Probationary employees shall be evaluated by their immediate  
782 supervisor during the second and sixth month of probation.

783 9.2 **Evaluation of Permanent Employees**

784 9.2.1 Permanent employees shall be evaluated every other year by June 1,  
785 and may be evaluated yearly at the evaluator's discretion. Permanent  
786 employees transferred must be evaluated by their new supervisor  
787 during the first year of reassignment by June 1. Copies of the written  
788 evaluation reports will be made available to the individuals who are  
789 the subjects of the reports. The supervisor shall hold a conference  
790 with the employee to discuss the written evaluation.

791 9.2.2 Any less than satisfactory designation must be described in writing,  
792 and in the event of an overall unsatisfactory evaluation, the supervisor  
793 and the employee shall collaboratively develop methods of  
794 improvement. The supervisor shall assist the employee in achieving  
795 improvements. The employee shall cooperate in this program.

796 9.2.3 If, during the rating period, an employee works as a split assignment at  
797 two schools, the principal at each school shall independently evaluate  
798 that employee.

799 9.2.4 All employees (probationary and permanent) have a right to respond to  
800 any evaluation and to have that response attached to the evaluation.

801 **ARTICLE 10: VACANCIES TRANSFERS AND**  
802 **PROMOTIONS**

803 10.1 **Definitions**

804 10.1.1 **Transfer**

805 A transfer is the movement of an employee from one work site to  
806 another work site within the same classification or within the same  
807 salary range, which is non-promotional in nature. A voluntary transfer  
808 is a transfer initiated by a unit member. An administrative transfer is a  
809 District-initiated transfer.

810 10.1.2 **Promotion**

811 A promotion is the movement within the bargaining unit of a unit  
812 member from one classification to another classification with a higher  
813 salary range designation.

814 10.2 **Procedure for Posting and Filling Vacancies**

815 10.2.1 **Determining Existence of Vacancies**

816 After meeting the requirements for any re-employment placements  
817 and/or administrative transfers, the District will determine if a vacancy  
818 exists.

819 10.2.2 **Posting Notice of Transfer Opportunities**

820 If the District determines that a vacancy exists, it shall post the  
821 position for transfer from within the same classification for three (3)  
822 working days before it posts the position for promotion of other  
823 applicants. The District may approve a written transfer request  
824 submitted in response to this notice without conducting interviews.  
825 The District is not required to approve any transfer requests.

826 10.2.3 **Posting Notice of Vacancy**

827 If the District does not fill the vacancy by transfer pursuant to Section  
828 10.2.2, the District will post the position declared vacant for seven (7)  
829 working days. The District may announce the position simultaneously  
830 within the District and outside the District. Copies of the vacancy  
831 announcement will be sent to the CSEA President or designee.

832 10.2.4 **Notice and Posting Procedures**

833 10.2.4.1 The vacancy notice shall include: the job title, brief  
834 description of duties, the assigned work site, the number of  
835 hours per week, the salary range, the date of the posting,



836 the closing date for applications, and a statement of the  
837 selection criteria. A job description shall be provided by  
838 Personnel Services upon request.

839 10.2.4.2 All vacancy notices shall be posted at a designated area at  
840 each work site. The District will also send notices of  
841 vacant positions under Sections 10.2.2 and 10.2.3 by e-mail  
842 to all unit members who have District e-mail accounts.

843 10.2.5 **Notice During Recess**

844 Notice of vacancies occurring during recess periods will be mailed  
845 only to employees who submit a written request to receive mailed  
846 notices during recess periods or vacations.

847 10.2.6 **Screening of Applicants**

848 The District will paper screen all applications to determine if all the  
849 minimum qualifications are met based on the job description. The  
850 District retains the right to determine qualifications of candidates. A  
851 bargaining unit applicant who meets the minimum qualifications for  
852 the vacancy shall be granted an interview. Unit members on  
853 probationary or remediation status shall not be eligible automatically  
854 for an interview.

855 10.2.7 **Selection Process**

856 10.2.7.1 After the screening process has been completed, the  
857 selection will be based on:

858 10.2.7.1.1 Training

859 10.2.7.1.2 Specified skills, and

860 10.2.7.1.3 Prior experience

861 10.2.7.2 The above criteria will be assessed for each candidate  
862 through an interview and/or a formal test.

863 10.2.7.3 If candidates are judged equal after the assessment, the  
864 seniority within the District shall be the determining factor.

865 10.2.7.4 Within fifteen days of a request by an unsuccessful  
866 candidate, the District Personnel Services Department shall  
867 meet and provide reasons for non-selection based on the  
868 established selection criteria.

869 10.2.7.5 The Association shall have the right to appoint a unit  
870 member to serve on each interview panel.

871 10.3 **Administrative Transfer**

872 10.3.1 **Transfer**

873 An administrative transfer may be initiated by the District at any time  
874 such transfer is in the best interest of the District based on work-  
875 related needs. The unit member affected by such transfer and the  
876 Association will be given notice as soon as possible. Upon request,  
877 the employee shall be afforded the opportunity to meet with the  
878 District regarding the transfer.

879 10.3.2 **Accommodation for Disability**

880 The District may administratively transfer a unit member(s), if the  
881 transfer is necessary to reasonably accommodate an individual with a  
882 qualified disability under the Americans with Disabilities Act or the  
883 parallel California statute. This provision is not grievable.

884 10.3.3 **District Reorganization**

885 The District will consult with CSEA in advance of implementing any  
886 reorganization, which may cause the transfer of unit member.

887 10.4 **Substitute Service While Filling Vacancy**

888 If the District is engaged in the process to hire a permanent employee to fill a  
889 vacancy in any unit position, the District may fill the vacancy through the  
890 employment of one or more substitutes for not more than sixty (60) calendar days.  
891 If the position remains unfilled after sixty (60) calendar days, the District will  
892 consult with the Association on the difficulties in the filling of the position. The  
893 Association may grant an extension for an additional thirty (30) work days.

894 10.5 **Part-time Unit Members Working as Substitutes**

895 10.5.1 Part-time unit members may act as substitutes or may assume short-  
896 term positions in those hours that they are not regularly employed. To  
897 be considered, the employee must place his/her name on a District list;  
898 the employee must be qualified; and the extra work may be assigned  
899 without administrative difficulties.

900 10.5.2 The employee's status in these positions remains as substitute or short-  
901 term. Employee does not accrue seniority or gain hours for benefit  
902 eligibility. The pay rate will be in accordance with Article 8.4,  
903 Working in High Classification.

904 10.6 **Promotional Pay**

905 When a unit member is promoted to a higher classification, the unit member shall  
906 be entitled to placement in the appropriate range and step that provides no less  
907 than a five percent (5%) increase

908 **ARTICLE 11. LEAVE PROVISIONS**

909 11.1 **Sick Leave**

910 11.1.1 An employee who is absent for any reason must report by telephone to  
911 the employee's department head or designee on the first day of such  
912 absence, unless prior approval has been obtained. Failure to report an  
913 absence is considered a serious offense and continual failure to submit  
914 such a report will be considered grounds for dismissal.

915 11.1.2 Whenever illness/injury causes absence of five or more consecutive  
916 days, the employee shall provide to the Assistant Superintendent of  
917 Personnel Services, a written statement that a physician certifying the  
918 nature of the disability. The physician's statement shall be specific as  
919 to health condition and as to the disabling effects of the health  
920 condition. At reasonable intervals thereafter, the District may require  
921 from the employee additional written statements by a physician  
922 certifying to the continuing nature for the disability.

923 11.1.3 In the event of a scheduled disability (surgery, childbirth, etc.) the  
924 employee shall notify the Assistant Superintendent of Personnel  
925 Services in writing of the anticipated absence. Such notification shall  
926 include the anticipated beginning and ending dates of the leave.  
927 Whenever possible, such notification shall be provided at least twenty  
928 (20) working days prior to the scheduled disability.

929 11.1.3.1 Definition:

930 Sick Leave is defined as the authorized absence from duty  
931 of an employee because of:

932 11.1.3.1.1 The employee's own illness or injury not  
933 covered by Worker's Compensation.

934 11.1.3.1.2 The Employee's dental, eye, and other  
935 physical or medical examination or  
936 treatment by a licensed practitioner.

937 11.2 **Paid Sick Leave**

938 11.2.1 A regular classified employee shall earn paid sick leave in accordance  
939 with the provisions of the Education Code. Unused sick leave may be  
940 accumulated without limit.

941 11.2.2 At the beginning of each fiscal year, the number of sick leave days of  
942 the employee shall be increased by the number of days of paid sick  
943 leave, which the employee would normally earn in the ensuing fiscal

- 944 year. An employee's number of sick leave shall be adjusted if a  
945 change of assignment alters the amount of sick leave earnable.
- 946 11.2.3 Sick leave may be taken at any time, provided that new employees  
947 shall not be eligible to use more than six (6) days of paid sick leave  
948 until the first day of the calendar month after completion of six (6)  
949 months active service with the District.
- 950 11.2.4 Employees shall have sick leave absence deducted in ¼-hour  
951 increments. In order to receive compensation while absent on sick  
952 leave, the employee must notify the supervisor of the employee's  
953 absence at least one (1) hour before the beginning of the working day  
954 on the first day absent, unless conditions make notification impossible.  
955 The burden of proof of impossible conditions shall be upon the  
956 employee.
- 957 11.2.5 At least (1) day prior to the employee's expected return to work, the  
958 employee shall notify the supervisor in order that any substitute may  
959 be terminated. If the employee fails to notify the supervisor and both  
960 the employee and the substitute report, the substitute is entitled to the  
961 assignment, and the employee shall not receive pay for that day.
- 962 11.2.6 Employees have the option to verify prior sick leave credit and request  
963 adjustments. The Payroll Department shall maintain records of sick  
964 leave utilization and balance.
- 965 11.2.7 The entitlements to regular paid sick leave, vacation time,  
966 compensatory time, Family Medical Leave, and catastrophic benefits  
967 shall run concurrently with the five-months of extended sick leave.
- 968 11.3 **Additional Sick Leave**
- 969 11.3.1 After expiration of paid sick leave, an employee who is ill or injured  
970 may, upon request, use accumulated vacation or compensatory time, to  
971 avoid leave without pay.
- 972 11.3.2 For a period not to exceed five (5) calendar months from the first day  
973 of the extended illness or injury, including the exhaustion of all paid  
974 sick leave, vacation time, and compensatory time, a classified  
975 employee shall be paid at the rate of fifty percent (50%) of the  
976 employee's regular salary.
- 977 11.4 **Termination of Sick Leave**
- 978 An employee who has been placed on paid or unpaid sick leave may return to  
979 duty at any time during the leave, provided that the employee is able to resume  
980 the assigned duties, and if the leave has been for more than 20 working days,  
981 provided that the employee has notified the District of the employee's return at  
982 least one (1) working day in advance.

983 11.5 **Exhaustion of Sick Leave and Any Leave Without Pay**

984 11.5.1 Leave of absence without pay may be granted to a classified employee  
985 who has exhausted all entitlement to sick leave, vacation, and other  
986 available paid leave, excluding catastrophic leave benefit, and who  
987 continues to be absent because of illness/injury. Such leave may be  
988 granted for a period of time not to exceed six (6) months. The Board  
989 may renew the leave of absence without pay for two (2) additional six  
990 (6) month periods or such lesser leave periods that it may provide, but  
991 not exceed a total of eighteen (18) months.

992 11.5.2 At the conclusion of all paid and unpaid leaves, excluding catastrophic  
993 leave benefit, if the employee is unable to assume the duties of the  
994 position, or the employee is not transferred to another position, the  
995 employee shall be placed on a re-employment list for a period of 39  
996 months.

997 11.5.3 When available, during the 39-month period, he/she shall be  
998 employed, provided the employee is medically able, in a vacant  
999 position in the classification previously held over all other available  
1000 candidates except for re-employment lists established because of lack  
1001 of work or lack of funds, in which case he/she shall be listed in  
1002 accordance with appropriate seniority regulations. Any employee  
1003 receiving benefits as a result of this Section shall, during periods of  
1004 injury or illness, remain within the State of California unless the Board  
1005 of Trustees authorizes travel outside the state. An employee who has  
1006 been placed on a re-employment list, as provided herein, who has been  
1007 medically released for return to duty and who fails to accept an  
1008 appropriate assignment shall be dropped from the re-employment list.

1009 11.5.4 Upon return from the re-employment list and the resumption of duties,  
1010 the break in service will be disregarded and the employee shall be fully  
1011 restored as a permanent employee.

1012 11.6 **Industrial Accident and Illness Leave**

1013 11.6.1 As a result of an industrial accident leave, the District shall endorse  
1014 benefit checks received from the Worker's Compensation Carrier to  
1015 the employee (when possible). These checks will be available with the  
1016 employee's regular warrant. The employee's warrant will be adjusted  
1017 to reflect appropriate earnings. If, within the 60 working day period,  
1018 an employee who is on leave is released by a medical practitioner to  
1019 return to work without restrictions, the employee shall assume his/her  
1020 normal duties on the second working day following his/her release.  
1021 Periods for leave of absence, paid or unpaid, shall not be considered a  
1022 break in service for the employee on leave.

1023 11.6.2 Payment for wages lost on any day shall not, when added to an award  
1024 granted the employee under the Worker's Compensation laws of this  
1025 state, exceed the normal wage for the day. The industrial accident or  
1026 illness leave is to be use in lieu of all other sick leave benefits. When  
1027 entitlement to industrial accident or illness leave under this Section has  
1028 been exhausted, entitlement to all other sick leave, vacation or other  
1029 paid leave may then be used.

1030 11.6.3 If, however, an employee is still receiving temporary disability  
1031 payments under the Worker's Compensation laws of this state at the  
1032 time of the exhaustion of benefits under this Section, he/she shall be  
1033 entitled to use only so much of his/her accumulated and available  
1034 normal sick leave and vacation leave, which when added to the  
1035 Worker's Compensation award, provides for a day's pay at the regular  
1036 rate of pay.

1037 11.6.4 During all paid leaves of absence, the employee shall endorse to the  
1038 District wage loss benefit checks received under worker's  
1039 compensation law. The District shall issue the employee appropriate  
1040 warrants for payment of wages or salary and shall deduct normal  
1041 retirement and other authorized contributions when all available leaves  
1042 of absences, paid or unpaid, have been exhausted. Any employee  
1043 receiving benefits as a result of this Section shall, during periods of  
1044 injury or illness, remain within the State of California unless the Board  
1045 of Trustees authorizes travel outside the state.

1046 11.6.5 When all available leaves of absence, paid or unpaid, have been  
1047 exhausted, and if the employee is medically unable to assume the  
1048 duties of the employee's position, the employee shall, if not placed in  
1049 another position, be placed on a re-employment list for a period of 39  
1050 months. When available, during the 39-month period, the person shall  
1051 be employed in a vacant position in the class of the previous  
1052 assignment over all other available candidates, except for the re-  
1053 employment list established because of lack of work or lack of funds,  
1054 in which case the person shall be listed in accordance with appropriate  
1055 seniority. An employee who has been placed on a re-employment list,  
1056 and has been medically released for return to duty and who fails to  
1057 accept an appropriate position shall be dismissed.

1058 11.7 **Bereavement Leave**

1059 Each classified employee is entitled to a leave of absence, not to exceed five (5)  
1060 days on account of the death of any member of the employee's immediate family.  
1061 The immediate family is defined as husband, wife, mother, father, sister, brother,  
1062 son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-  
1063 law, daughter-in-law, grandchild of the employee, step-parent, step-son, step-  
1064 daughter, brother-in-law, sister-in-law, or any relative of either spouse living in  
1065 the immediate household of the employee.

1066 11.8 **Sick Leave for Personal Necessity**

1067 11.8.1 Up to seven (7) days of the leave granted annually to classified  
1068 employees for personal illness may be used by the employee for  
1069 reasons of personal necessity.

1070 11.8.2 Business of an emergency or urgent nature, accidents, family illness,  
1071 court appearances, deaths, imminent danger to home or personal  
1072 property, and other unforeseen occurrences which require the presence  
1073 of the employee are representative of those situations which constitute  
1074 personal necessity. Personal necessity leave may not be used for the  
1075 purpose of extending a weekend, vacation or holiday.

1076 11.8.3 Each employee may utilize the provisions of this Section to take care  
1077 of personal business which, under the circumstances, the employee  
1078 cannot reasonably be expected to disregard and which requires his/her  
1079 attention during his/her assigned hours of service.

1080 11.8.4 Prior approval for utilization of personal necessity days is required  
1081 except when prior approval is not reasonably possible due to the  
1082 circumstances of the need for the leave. The employee shall inform  
1083 his/her supervisor of the general nature of the personal necessity, but  
1084 shall not be required to provide personal and private details beyond the  
1085 information required to show that the leave qualifies for personal  
1086 necessity..

1087 11.8.5 Seven (7) days represents the maximum allowable number of days  
1088 available in any school year for personal necessity leave. Personal  
1089 necessity days may not be carried over from one year to the next.

1090 11.8.6 Absences from duty related to employee organizational concerns or  
1091 work stoppage shall not be charged to personal necessity.

1092 11.8.7 It shall continue to be the responsibility of the employee to notify the  
1093 department head or supervisor of their absence.

1094 11.9 **Official Business**

1095 Personnel may be excused from duty without loss of pay for participation in  
1096 Board-approved professional meetings of value to the District. These absences  
1097 from duty shall be classified as official business. Legally authorized expenses,  
1098 including mileage to people so authorized, will be allowed.

1099 11.10 **Legal Commitments and Transactions**

1100 Leaves of absence to serve on a jury or to appear as a witness in court other than  
1101 as a litigant shall be granted with no loss in pay provided the employee endorses  
1102 the fee received, exclusive of mileage allowance to the District. At the  
1103 employee's option such leave of absence will be granted without pay.



1104 11.11 **Military Leave**

1105 11.11.1 Every classified employee, who enters the military of the United States  
1106 or the State of California, is entitled to a military leave. Such absence  
1107 does not affect classification and does not constitute a break in service.  
1108 However, this absence does not count as part of the probationary  
1109 period required as a condition precedent to classification as a  
1110 permanent employee.

1111 11.11.2 Within six (6) months after an employee honorably leaves the service,  
1112 the employee is entitled to the position formerly held at a salary the  
1113 employee would have received had the employee not been on military  
1114 leave. Classified employees ordered into military service are entitled  
1115 to one (1) month's pay from the school district if one year of service  
1116 has been rendered in the District. Members of the National Guard are  
1117 entitled to leave without regard to the length of their public service,  
1118 but this does not include one (1) month's pay.

1119 11.12 **Family Medical Leave**

1120 Unit members are eligible for leave without pay under the Federal Family and  
1121 Medical Leave Act (FMLA) and the California Family Rights Act (FRA). This  
1122 leave is subject to the District rules and regulations implementing the Acts. These  
1123 rules and regulations will be attached to, and become part of, the collective  
1124 bargaining agreement as Appendix E.

1125 11.13 **Leave of Absence Without Pay**

1126 Leave of absence without pay may be granted to a permanent classified employee  
1127 upon written request by the employee to the Assistant Superintendent of  
1128 Personnel Services and the approval of the Board of Trustees, subject to the  
1129 following restrictions:

1130 11.13.1 **Education Leave**

1131 Leave of absence without pay may be granted to a classified employee  
1132 for the purpose of permitting study by the employee or for the purpose  
1133 of retraining the employee to meet changing conditions within the  
1134 District. Such leave shall not exceed one (1) year in length. The  
1135 Board may provide that such leave be taken in separate six (6) month  
1136 periods or in any other appropriate periods, rather than for a  
1137 continuous one (1) year period, provided that the separate periods of  
1138 leave of absence shall be commenced and completed within a three (3)  
1139 year period.

1140 11.13.2 **Child-Rearing Leave**

1141 The Board may grant child-rearing leave to classified personnel. The  
1142 granting of such leave is subject to the following conditions.

- 1143 11.13.2.1 An employee who is the natural or adoptive parent of a  
1144 child may be entitled to an unpaid leave of absence for the  
1145 purpose of rearing his/her child.
- 1146 11.13.2.2 Application for a child-rearing leave must be made to the  
1147 Board through the Personnel Department.
- 1148 11.13.2.3 A leave may be granted when unusual circumstances exist..  
1149 Such leave may be granted for a maximum duration of one  
1150 (1) year upon giving the District two (2) weeks notice prior  
1151 to the anticipated date on which the leave is to commence.
- 1152 11.13.2.4 The Personnel Services Department shall attempt to assign  
1153 classified employees returning from a child-rearing leave to  
1154 a position similar to the one held prior to the leave.
- 1155 11.13.2.5 The employee shall receive no salary or fringe benefits  
1156 while on leave other than those benefits he/she chooses to  
1157 continue at personal expense.
- 1158 11.13.3 **Other Leaves of Absence Without Pay**
- 1159 A leave of absence without pay may be granted to a unit member for  
1160 any other reason. Such leave shall not exceed one (1) year.
- 1161 11.13.4 **Return from Leave of Absence Without Pay**
- 1162 11.13.4.1 Provided a vacancy exists, an employee returning from a  
1163 leave of absence without pay shall be assigned to a position  
1164 within the same classification as held prior to the leave. If  
1165 no vacancy exists, the employee shall be placed on a re-  
1166 employment list for a period not to exceed 39 months and  
1167 shall be offered the first vacancy within the same  
1168 classification as was held prior to the leave.
- 1169 11.13.4.2 If time requested away from position for a period of less  
1170 than two (2) weeks, the employee need not apply for a  
1171 leave of absence. He/she should make arrangements with  
1172 his/her department supervisor and obtain prior approval.
- 1173 11.13.5 **Benefits While On Leave**
- 1174 Except as provided otherwise in this Section, the classified employee  
1175 on leave of absence is not eligible to receive the District's contribution  
1176 to the Health and Welfare Benefits program. However, the employee  
1177 may continue to participate in the program by paying the total  
1178 premium required.

1179 11.14 **Catastrophic Illness Benefit**

1180 On a case-by-case basis and with mutual agreement of the Association and the  
1181 District, any bargaining unit member may donate accumulated and unused  
1182 eligible leave credits to another bargaining unit member when that bargaining unit  
1183 member or a member of his/he family suffers from a catastrophic illness or injury

1184 11.14.1 **Definition**

1185 11.14.1.1 Catastrophic illness or injury means an illness or injury that  
1186 is expected to incapacitate a member of the bargaining unit  
1187 for an extended period of time, or that incapacitates a unit  
1188 member's family, and that incapacity requires the  
1189 bargaining unit member to take time off from work for an  
1190 extended period of time to care for that family member, and  
1191 taking extended time off from work creates a financial  
1192 hardship for the bargaining unit member because of his/her  
1193 sick leave and other paid time off has been exhausted.

1194 11.14.1.2 "Eligible leave credits" means sick leave accrued to the  
1195 donating bargaining unit member.

1196 11.14.1.3 "Family members" shall be as defined in this Article for  
1197 bereavement leave.

1198 11.14.2 **Eligibility**

1199 Eligible leave credits may be donated to a bargaining unit member for  
1200 a catastrophic illness or injury if all of the following requirements are  
1201 met:

1202 11.14.2.1 The bargaining unit member who is, or whose family  
1203 member is suffering from a catastrophic illness or injury  
1204 requires that eligible leave credits be donated and provides  
1205 verification of catastrophic injury or illness as required by  
1206 the District.

1207 11.14.2.2 The District determines that the bargaining unit member is  
1208 unable to work due to the bargaining unit member's, or his  
1209 or her family member's, catastrophic illness or injury.

1210 11.14.2.3 The unit member requesting donations of sick leave has  
1211 exhausted all accrued paid leave credits, including  
1212 differential leave.

1213 11.14.2.4 Days of pay granted as a benefit under this section, shall  
1214 not be considered as leave that must be exhausted prior to  
1215 being placed on the 39-month re-employment list. A unit

1216 member may be on the re-employment list and still receive  
1217 days of pay donated under this Section.

1218 11.14.3 **Procedure**

1219 11.14.3.1 A bargaining unit member who wishes to receive the  
1220 catastrophic illness benefit must request in writing to the  
1221 Association and District that sick leave donations be  
1222 solicited on his or her behalf. The request must be  
1223 accompanied by a verification of the catastrophic injury or  
1224 illness.

1225 11.14.3.2 Donations will be solicited by a joint announcement of the  
1226 Association and District on behalf of a specifically named  
1227 individual who meets the requirements for this benefit.

1228 11.14.3.3 Sick leave may be donated in one-hour increments.

1229 11.14.3.4 The maximum amount of time that donated leave credits  
1230 may be used by the recipient bargaining unit member shall  
1231 not exceed twelve (12) consecutive months.

1232 11.14.3.5 All transfers of eligible leave credits shall be irrevocable.  
1233 However, if the leave is not used within twelve (12) months  
1234 of donation, it will revert to the donor.

1235 11.14.3.6 A bargaining unit member who received paid leave  
1236 pursuant to this Section shall use any leave credits that  
1237 he/she continues to accrue on a monthly basis prior to  
1238 receiving paid leave pursuant to this catastrophic illness  
1239 benefit.

1240 11.14.3.7 Donated leave credits shall be used in the other donations  
1241 are received. However, one day of leave will be used from  
1242 each donor before a second day is utilized from any other  
1243 donor. This sequential process will be repeated for all  
1244 donation rounds thereafter.

1245 11.14.3.8 Donated eligible credits shall be utilized on a one to one  
1246 ratio (1:1). The recipient shall be paid at his/her regular  
1247 rate of pay.

1248 11.14.3.9 The District may adopt rules and regulations for the  
1249 administration of this benefit as long as the regulations do  
1250 not conflict with the specific provisions of the collective  
1251 bargaining agreement. Such rules and regulations will be  
1252 submitted to the Association for review prior to  
1253 implementation.

1254 **ARTICLE 12: PAYROLL ERROR**

1255 12.1 A payroll error caused by the District resulting in insufficient payment to an  
1256 employee shall be corrected and a supplemental check issued not later than five  
1257 (5) working days after the employee provides notice to the Payroll Department. A  
1258 payroll error caused by the employee, resulting in insufficient payment to the  
1259 employee, shall be corrected in the next pay period.

1260 12.2 In the event an employee receives an overpayment, the employee shall be given  
1261 the option to repay the District in the next pay period or on a reasonable  
1262 repayment schedule established by the District.

1263

**ARTICLE 13: UNIFORMS AND EQUIPMENT**

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13.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards if required by the District to be worn or used by bargaining unit employees. If the District requires an employee to use any specific equipment or gear in the performance of the employee's duties, the District agrees to furnish such equipment or gear.

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13.2 Notwithstanding the above, if an employee voluntarily provides tools or equipment belonging to the employee for use in the course of employment, the District is not liable for any loss or damage or the replacement cost of the tools or equipment.

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1273 **ARTICLE 14: PHYSICAL EXAMS**

1274 The District shall retain the right to require a physical examination of an employee as a  
1275 condition of continued employment. The District shall pay all costs of such examination,  
1276 including the employee's regular salary in the event the examination is scheduled by the  
1277 District during the employee's scheduled work hours. In addition, full-time employees  
1278 may have required tuberculosis examinations performed during regular work hours  
1279 subject to prior approval of the employee's immediate supervisor.

1280 **ARTICLE 15: VACATION**

1281 15.1 **Vacation Accrual**

1282 Every regular classified employee shall earn vacation at the prescribed rate as part  
1283 of the employee’s compensation. All classified employee shall earn vacation as  
1284 follows:

	10-Month	11-Month	12-Month
First through fourth year:	10 days	11 days	12 days
Fifth through ninth year:	12 days	13 days	15 days
Tenth through eleventh year:	14 days	15 days	17 days
Twelve plus years:	16 days	19 days	20 days

1285 15.2 **Posting of Vacation Leave**

1286 Employees earn vacation on a fiscal-year basis. At the beginning of each fiscal  
1287 year, the employee’s pay warrant shall reflect the carryover of paid vacation hours  
1288 plus the vacation hours normally earned in the ensuing fiscal year. Employees  
1289 hired during the fiscal year shall earn vacation on a prorated basis for that initial  
1290 fiscal year.

1291 15.3 **Vacation Leave During Probationary Period**

1292 No vacation shall be granted an employee during the first six (6) months of  
1293 employment, but on successful completion thereof, prorated vacation time shall  
1294 be allowed for time of service accrued.

1295 15.4 **Vacation Carryover**

1296 15.4.1 Earned vacation accumulated on a fiscal year basis must be taken  
1297 during the following fiscal year. Employees may be permitted to take  
1298 earned vacation leave within the same fiscal year in which it is earned  
1299 with the approval of the department head, principal, or administrator.

1300 15.4.2 A department head, principal or administrator may not defer an  
1301 employee’s vacation without obtaining the approval of the  
1302 Superintendent or his/her designee in writing.

1303 15.5 **Vacation Interruption**

1304 Employees may interrupt, terminate, or defer vacation in order to use  
1305 bereavement leave or to use sick leave in the event of an illness which exceeds  
1306 five (5) work days without a return to active service, provided the employee first  
1307 notifies their supervisor and supplies the Personnel Department with sufficient  
1308 relative supporting information regarding the basis for such interruption,  
1309 termination, or deferment. Any vacation so deferred shall only be rescheduled  
1310 with the approval of the employee’s immediate supervisor.



1311 15.6 **Vacation Scheduling**

1312 15.6.1 Vacation leave shall be scheduled and approved by the department  
1313 head, principal, or administrator. Effort shall be made to enable  
1314 vacation time to be taken at times mutually convenient to the  
1315 employee, consistent with the needs of the service and the workload of  
1316 the department.

1317 15.6.2 Vacation for 10-month and 11-month unit members must be taken  
1318 during their work year when students are not scheduled for attendance.  
1319 At the end of the work year for 10 month and 11 month employees,  
1320 any vacation days remaining that could not be scheduled during the  
1321 work year, will be paid on the June payroll warrant. The amount paid  
1322 will be the balance of any day(s) in excess of one fiscal year carryover.

1323 15.6.3 A holiday which falls during the scheduled vacation period of any  
1324 bargaining unit employee shall be paid as a holiday and shall not be  
1325 charged to the employee's vacation account.

1326 15.7 **Vacation Salary**

1327 The salary at which vacation is paid shall be the employee's current salary rate.  
1328 An employee whose vacation time is earned and begun under a given status shall  
1329 suffer no loss of earned vacation by reason of subsequent changes in conditions of  
1330 employment.

1331 15.8 **Effect of Change of Status on Vacation Leave**

1332 The salary at which vacation is paid shall be the employee's current salary rate.  
1333 An employee whose vacation time is earned and begun under a given status shall  
1334 suffer no loss of earned vacation by reason of subsequent changes in conditions of  
1335 employment.

1336 15.9 **Vacation Pay Upon Termination**

1337 When an employee in the bargaining unit is terminated for any reason, he/she  
1338 shall be entitled to all vacation pay earned and accumulated up to and including  
1339 the effective date of termination.

1340 **ARTICLE 16: HOURS**

1341 16.1 **Work Day and Work Week**

1342 16.1.1 The normal work day shall be eight (8) hours; the normal work week  
1343 shall consist of not more than five (5) consecutive days, Monday  
1344 through Friday, for current employees.

1345 16.1.2 The District will consult with CSEA prior to making any permanent  
1346 changes greater than two (2) hours.

1347 16.1.3. In the event the change in work week results in an employee being  
1348 scheduled to work Saturday and/or Sunday for a period of two (2)  
1349 months or longer, such employee shall receive one (1) additional day  
1350 of vacation in lieu of premium pay on an annual basis for as long as  
1351 the employee is assigned to the altered work week schedule.

1352 16.1.4 Employees and their immediate supervisor by mutual agreement may  
1353 schedule four (4), ten (10) hour work days for the summer recess.

1354 16.1.5 Nothing in Section 16.1 shall prohibit the District from establishing a  
1355 work week of other than Monday through Friday for vacant or newly  
1356 created positions. In such cases, the provisions contained in Section  
1357 16.1 do not apply with regard to notice or the extra day of vacation.

1358 16.2 **Overtime**

1359 16.2.1 **Overtime Defined**

1360 16.2.1.1 Overtime shall be paid only if it is approved by the  
1361 supervisor, unless the supervisor knowingly permitted or  
1362 suffered the employee to work. Authorized overtime shall  
1363 be compensated for at the rate of one and one-half times the  
1364 employee's regular rate for all hours worked in excess of  
1365 eight (8) hours per day or forty (40) hours per week.

1366 16.2.1.2 Employees whose workday is four (4) hours or more shall  
1367 be compensated at the overtime rate for work performed on  
1368 the sixth and seventh consecutive day of work.

1369 16.2.1.3 An employee having an average workday of less than four  
1370 (4) hours during a work week shall be compensated at the  
1371 overtime rate for any work performed on the seventh  
1372 consecutive day.

1373 16.2.1.4 For those working a 4-day/10 hour schedule, overtime shall  
1374 be paid for all hours worked in excess of the required work  
1375 day, which shall not exceed 10 hours. Work performed on

1376 the fifth, sixth and seventh days shall be compensated at the  
1377 rate of one and one-half times the employee's regular rate.

1378 16.2.2 Overtime and additional time (straight time for part-time employees)  
1379 will be offered to employees on a fair and equitable basis. When  
1380 overtime or additional time is offered to unit employees, it shall be on  
1381 a rotating seniority basis within the appropriate classification with the  
1382 department/site from a list of qualified volunteers. If no unit member  
1383 volunteers, the supervisor may assign the overtime in reverse order of  
1384 seniority. However, nothing herein shall be construed as limiting a  
1385 supervisor from assigning overtime to employees because of unique  
1386 skills or residency are required in any particular circumstance.

1387 16.2.3 For the purpose of computing the number of hours worked, all time  
1388 during which an employee is excused from work because of holidays,  
1389 sick leave, vacation compensatory time off, or other paid leave of  
1390 absence shall be considered as time worked. This time shall be  
1391 computed to the nearest one-quarter (1/4) hours.

1392 16.3 **Compensatory Time Off**

1393 16.3.1 Compensatory time off in lieu of cash compensation may be granted  
1394 by the supervisor only if it is authorized in writing before the overtime  
1395 work is done. No more than 240 hours of compensatory time may be  
1396 granted in one year for any employee.

1397 16.3.2 Compensatory time shall be taken June 30 of the fiscal year in which  
1398 the compensatory time was earned, otherwise, any unused time as of  
1399 that date, will automatically be paid in cash compensation. The taking  
1400 of compensatory time shall be scheduled with the supervisor in a  
1401 manner not to impair the District's services.

1402 16.4 **Overtime for Scheduled Holiday**

1403 Unit members who are required to work on a scheduled holiday as specified in  
1404 Article 19 shall be compensated at the rate of time and one-half the employee's  
1405 regular rate, in addition to the regular pay received for that holiday.

1406 16.5 **Temporary Increase in Scheduled Hours**

1407 16.5.1 **Part-time Employees Adjustment for Pro-ration of Benefits**

1408 A part-time employee who works a minimum of thirty (30) minutes  
1409 per day in excess of the part-time assignment for a period of twenty  
1410 (20) consecutive working days, or more, shall have the employee's  
1411 basic assignment changed to reflect the longer hours in order to  
1412 acquire fringe benefits and leaves on a properly prorated basis as  
1413 specified by the Education Code.



1450 **ARTICLE 17: LUNCH PERIOD, REST PERIODS, CALL**  
1451 **BACK/CALL IN**

1452 17.1 **Lunch Periods**

1453 Employees scheduled to a work day in of five (5) or more hours shall be entitled  
1454 to a duty free lunch period of not less than one-half (1/2) hour nor more than one  
1455 (1) hour. The specific time for lunch shall be determined by the employee's  
1456 immediate supervisor. When schedule permits, such lunch period should be  
1457 arranged for approximately mid-shift. Such lunch period does not count toward  
1458 the scheduled hours to be worked and shall be unpaid.

1459 17.2 **Rest Periods**

1460 17.2.1 Employees who work from four (4) to eight (8) hours shall be allowed  
1461 rest periods to be scheduled by the employee's immediate supervisor  
1462 as follows:

1463 17.2.1.1 Employees who work at least four (4), but less than six (6)  
1464 hours per day shall be allowed one (1) fifteen (15) minute  
1465 rest period;

1466 17.2.1.2 Employees who work at least six (6), but less than seven  
1467 (7) hours per day shall be allowed one (1) fifteen (15)  
1468 minute rest period, and one (1) ten (10) minute rest period;  
1469 and;

1470 17.2.1.3 Employees who work seven (7) to eight (8) hours per day  
1471 shall be allowed two (2) fifteen (15) minute rest periods per  
1472 day.

1473 17.2.2 Rest periods shall be scheduled by the employee's immediate  
1474 supervisor. Employees may not combine rest periods or lunch and rest  
1475 periods, and cannot take lunch or rest periods at the end of the work  
1476 day.

1477 17.2.3 Rest period are a part of the regular workday and shall be compensated  
1478 at the regular rate of pay for the employee

1479 17.3 **Call Back/Call In**

1480 The District shall attempt to apply the provisions of this Section to employees  
1481 who volunteer to be subject to call back or call in. In the event of an emergency,  
1482 employees who have not agreed to volunteer may be obligated to report to work  
1483 pursuant to these provisions.

1484 17.3.1 **Call Back Pay**

1485 A full-time employee called back to work after completion of the  
1486 employee's regular assignment shall be compensated for a minimum  
1487 of two (2) hours of work at the overtime rate. Part-time employees  
1488 called back to work after completion of the employee's regular  
1489 assignment shall be compensated for a minimum of two (2) hours of  
1490 work at that rate.

1491 17.3.2 **Call-In Time**

1492 Any employee called in to work on a day when the employee is not  
1493 scheduled to work shall receive a minimum of two (2) hours pay at the  
1494 employee's appropriate rate of pay. Any employee who reports to  
1495 work in a condition which makes the employee unfit to perform the  
1496 assigned duties shall not be entitled to Call-In Time Pay.

1497 **ARTICLE 18: SUMMER EMPLOYMENT**

1498 18.1 **Notification**

1499 CSEA shall be notified when the Governing Board authorizes Summer School.

1500 18.2 **Summer School Representation**

1501 Unit member shall be represented on the District's Summer School Planning  
1502 Committee. Recommendations of this committee, as they affect changes in  
1503 working conditions of unit members, shall be negotiated between CSEA and the  
1504 District.

1505 18.3 **Applicants**

1506 18.3.1 The provisions of Article 10 do not apply to filling Summer School  
1507 positions.

1508 18.3.2 Applicants from within the classification will be selected before  
1509 applicants outside the classification. Qualified unit members will be  
1510 given preference in hiring over non-employee applicants. Such  
1511 employees shall be assigned by the District upon recommendation by  
1512 the Summer School principal.. Employees who are selected must have  
1513 the specific qualifications and skills necessary to satisfy the posted  
1514 Summer School job description.

1515 18.3.3 Applications that are submitted after the closing date of the posting  
1516 will be held until all applicants who applied on time have been  
1517 considered..

1518 18.4 **Compensation and Benefits**

1519 A unit member selected shall receive the compensation and benefits, which are  
1520 applicable to that classification, even if the unit member holds a lesser position  
1521 with the District during the school year. A unit member working in a higher  
1522 classification for Summer School shall be placed on the appropriate range and  
1523 step that provides no less than a five percent (5%) increase, plus longevity.

1524 18.5 **Accrued Vacation**

1525 When employees hired for Summer School do not use their accrued vacation day,  
1526 it will be paid off at the appropriate rate at the end of Summer School.

1527 **ARTICLE 19: HOLIDAYS AND WORK CALENDAR**

1528 19.1 **Holidays**

1529 19.1.1 Classified employees shall be entitled to be paid holidays as follows:

DATES	HOLIDAYS
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
February 12, or a day in lieu	Lincoln Day
Third Monday in February	Washington Day
Last Monday in May	Memorial Day
The Friday before Easter	The Friday before Easter
July 4	Independence Day
First Monday in September	Labor Day
In lieu day, to be determined annually	Admission Day
November 11	Veteran's Day
A Thursday in November	Thanksgiving Day
A Friday in November	The Friday after Thanksgiving
December 24	The day before Christmas
December 25	Christmas Day
December 26	The day after Christmas
December 31	New Year's Eve Day

1530 19.1.2 When a legal holiday listed above falls on a Sunday, the following  
 1531 Monday shall be deemed a holiday. When a legal holiday listed above  
 1532 falls on a Saturday, the preceding Friday shall be deemed a holiday.

1533 19.1.3 The Board of Trustees may require classified employees to work (at  
 1534 the regular rate of pay) on February 12, the third Monday in February,  
 1535 the last Monday in May, or September 9, provided: (1) the action is  
 1536 taken prior to July 1 of any year, and (2) that an alternate day within  
 1537 the school year is given as the holiday. The day selected as the  
 1538 alternate day must provide a three-day weekend and it must be  
 1539 selected when employees entitled to the original holiday are also  
 1540 entitled to the alternate holiday. If an employee is required to work on  
 1541 that day with no alternate day designated, he/she shall, in addition to  
 1542 regular pay, be paid time and one-half.

1543 19.2 **School Year Calendar Representation**

1544 CSEA will participate in the District joint process for development of the work  
 1545 calendar. If the joint process does not result in any agreed upon calendar, CSEA  
 1546 reserves the right to negotiate the work calendar for the unit member.

1547 19.2.1 Less than twelve-month employees work schedule shall be approved  
 1548 by the site administrator and consistent with the District work year



1549 calendar. The work year for persons employed in classifications  
1550 designated as less than twelve-month positions are listed in Appendix  
1551 B.

1552 19.2.1.1 Employees whose work year for their classification is  
1553 extended beyond the regular work year shall be  
1554 compensated at a current salary per diem rate and at a  
1555 prorata amount in lieu of vacation and sick leave for each  
1556 additional day served. Any reduction in the work year shall  
1557 result in a salary reduction of one per diem rate for each  
1558 day of reduction.

1559 19.2.1.2 A current salary per diem is determined by dividing the  
1560 monthly rate as reflected on the salary schedule by 21.74  
1561 days.

1562 **ARTICLE 20: SAFETY**

1563 20.1 **Work Stations**

1564 Every effort shall be made to maintain healthful and safe conditions at all work  
1565 stations. Unit members shall not be required to work under unsafe conditions or  
1566 to perform tasks, which endanger their health, safety, or well being.

1567 20.1.1 It shall be the responsibility of unit members to report unsafe,  
1568 hazardous or unsanitary conditions as soon as possible to their  
1569 Supervisor. Supervisor will notify the unit member of the action  
1570 he/she has taken regarding the report within five (5) days.

1571 20.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon  
1572 as possible. To ensure safe working conditions additional  
1573 accommodations will be provided pending correction of the problem.

1574 20.1.3 When purchasing new furniture and equipment, ergonomic needs or  
1575 employees will be considered.

1576 20.2 **Emergency Preparedness**

1577 The District will make first aid and CPR training available to all unit members on  
1578 an annual basis.

1579 **ARTICLE 21: BARGAINING UNIT WORK**

1580 21.1 **Contract for Service**

1581 Notice that the District intends to award a contract for services which directly  
1582 affects the bargaining unit member's work assignment shall be given to CSEA  
1583 prior to the contract being awarded. For the purpose of this Section, receipt of the  
1584 Board agenda listing the contract to be awarded shall be deemed sufficient notice.

1585 21.2 **Rights Under EERA**

1586 This provision does not constitute a waiver of CSEA's right to negotiate  
1587 mandatory subjects under EERA.

1588 21.3 **Transfer of Unit Work**

1589 The District will not transfer unit work, as defined under the provisions of the  
1590 EERA, without first providing CSEA with notice and opportunity to negotiate.  
1591 This includes the transfer of work to supervisors, to the certificated bargaining  
1592 unit, to confidential or management, or to another employer, and under certain  
1593 circumstances to non-employee volunteers. The District will provide training for  
1594 management personnel regarding their obligation to provide notice and  
1595 opportunity to negotiate before transferring unit work.

1596 **ARTICLE 22: LAYOFFS**

1597 22.1 **Decision to Layoff**

1598 22.1.1 A decision to lay off classified employees is solely within the  
1599 discretion of the Board of Trustees. A layoff may involve a reduction  
1600 of an entire position or a portion of a position.

1601 22.1.2 This Agreement on layoff procedures does not waive the Association's  
1602 right to negotiate over the impact or the effects of a particular layoff or  
1603 reduction in hours, nor does it waive the Association's right to  
1604 negotiate the District's decision to reduce the regularly assigned hours.

1605 22.2 **Notice to Employees**

1606 22.2.1 Notice of layoff will be given to CSEA and the employee affected at  
1607 least 45 days prior to the effective date of layoff, which will be  
1608 specified in notice, except for specifically funded programs, where the  
1609 notice shall be given by April 29 for program funded on the fiscal  
1610 year. This notice requirement will not apply in cases of emergency or  
1611 unforeseen events.

1612 22.2.2 The notice shall contain:

1613 22.2.2.1 Effective date of layoff;

1614 22.2.2.2 Statement of employee's layoff rights, if any, pursuant to  
1615 Section 22.4 below, and the Education Code;

1616 22.2.2.3 Statement of re-employment rights pursuant to Section 22.5  
1617 and Education Code below; and

1618 22.2.2.4 Reason for layoff.

1619 22.3 **Order of Layoff**

1620 22.3.1 Whenever a classified employee is laid off, the order of layoff within  
1621 the classification shall be determined by length of service in the  
1622 classification. The employee, who has been employed the shortest  
1623 time in the classification plus time in equal and higher classes, shall be  
1624 laid off first. For the purposes of this Section only, "classification"  
1625 shall be those classifications listed in Appendix B. Re-employment  
1626 shall be in reverse order of layoff.

1627 22.3.2 Any short term employee, whose term of services does not exceed 45  
1628 days at the time of the layoff, must be terminated before the District  
1629 lays off any classified employee who is qualified to render the service  
1630 provided by the short term employee.

1631 22.3.3 **Definition of Length of Service Seniority**

1632 22.3.3.1 For the purposes of this Section, “length of service” means  
1633 first date of paid service in a regular classification, or a  
1634 higher or equal classification, as a permanent or  
1635 probationary employee. Service as a substitute or short  
1636 term employee shall not count as first date of paid service.

1637 22.3.3.2 When the first date of paid service is the same, seniority  
1638 shall be determined by the total service in the District. If  
1639 that total service is the same, then seniority shall be  
1640 determined by lot.

1641 22.3.3.3 An employee shall have their date of hire adjusted  
1642 whenever there is a break in service. A break in service for  
1643 purposes of this Article shall mean: (a) any resignation or  
1644 retirement; or (b) any unpaid status without leave.

1645 22.4 **Displacement Rights**

1646 A permanent employee laid off from his/her present classification may (1) fill an  
1647 open position in that classification, or (2) if no open position exists, may displace  
1648 the employee with least seniority in that classification, having the same or higher  
1649 number of hours nearest to the hours of the senior employee, or (3) may displace  
1650 the least senior employee with the same or higher number of hours nearest to the  
1651 hours of the senior employee in the next lower classification or equal  
1652 classification in which the first employee has previously gained permanence. A  
1653 senior employee may not use the displacement process to increase that  
1654 employee’s regularly assigned hours by more than two hours per day.

1655 22.4.1 Displacement rights must be exercised within five (5) working days of  
1656 notice of layoff. The District and Association will conduct a joint  
1657 meeting before the end of this period with the employees affected by  
1658 the layoff in order to explain displacement rights.

1659 22.4.2 **Service in More than One Position**

1660 Employees will be provided with the opportunity to serve in two or  
1661 more positions as long as the schedules of those positions are  
1662 compatible. The combined hours of these positions will determine the  
1663 employee’s right to pro-ration of benefits under Section 8.9 of this  
1664 Agreement. However, for purposes of layoff and displacement rights,  
1665 the employee serving in two or more positions can only assert the right  
1666 to each position as if held separately, and cannot combine the total  
1667 hours of the separate positions for asserting displacement rights.

1668 22.4.3 If a classified employee scheduled for layoff is qualified to render the  
1669 service provided by a short term employee with a term exceeding 45

1670 days, the classified employee will be placed in the short term position  
1671 for its duration prior to being laid off.

1672 22.5 **Re-employment Rights**

1673 22.5.1 Persons laid off are eligible for re-employment in the class from which  
1674 they were laid off for a period of 39 months and shall be re-employed  
1675 in preference to new applicants.

1676 22.5.2 Employees who take voluntary demotions or voluntary reductions in  
1677 assigned time in lieu of layoff shall be granted the same rights as  
1678 persons laid off and shall retain eligibility to be considered for re-  
1679 employment for an additional period of up to 24 months; provided that  
1680 the same tests of fitness under which they qualified for appointment to  
1681 the class shall still apply.

1682 22.5.3 If the District re-employs a unit member as a permanent employee  
1683 under the provisions of this Section, it shall disregard the break in  
1684 service of the employee and classify him/her as, and restore him/her to  
1685 all the rights, benefits and burdens of a permanent employee in the  
1686 class to which he/she is reinstated or re-employed.

1687 22.6 **Notification of Re-employment Opening**

1688 22.6.1 Any employee who is laid off and is subsequently eligible for re-  
1689 employment shall be notified in writing by the District of an opening  
1690 in the same or related class held at the time of layoff. Such notice  
1691 shall be sent by certified mail to the last address given the District by  
1692 the employee. A copy of the notice shall be given to CSEA. It shall  
1693 be the responsibility of the employee to promptly notify the District of  
1694 any change of address. Failure to provide the District with a current  
1695 address shall result in the employee's name being eliminated from  
1696 consideration for the open position and shall constitute an "offer" of  
1697 employment under Section 22.6.2. The employee shall become re-  
1698 eligible for future open positions, provided the employee notifies the  
1699 District of the employee's current address.

1700 22.6.2 An employee shall notify the District of his/her intent to accept or  
1701 refuse employment within five (5) working days following receipt of  
1702 the re-employment notice. If the employee accepts re-employment,  
1703 the employee shall not be required to report for work any sooner than  
1704 ten (10) working days following receipt of the re-employment notice.  
1705 Failure to notify the District within the time limits given or refusal to  
1706 accept the offered position, shall free the District to eliminate the  
1707 former employee from consideration for the opening. The former  
1708 employee shall be removed from the re-employment list after three (3)  
1709 bona fide offers are made for a position in a previously held

1710 classification that is within two (2) hours per day of the last position  
1711 held by the former employee.

1712 22.7 **Seniority List**

1713 The District shall maintain and update a Classified Seniority List on a monthly  
1714 basis. Each CSEA site shall receive a copy of the updated list by April 1 of each  
1715 year. In addition, the CSEA President, or designee, shall receive an updated list  
1716 on the first working day of each month.

1717 **ARTICLE 23: DISCIPLINE**

1718 23.1 **Definition of Probationary Period and Permanent Status**

1719 23.1.1 During the probationary period, any employee in the classified service  
1720 shall be subject to disciplinary action, including termination. The  
1721 employee shall not have a right to a hearing regarding any disciplinary  
1722 action taken during the probationary period.

1723 23.1.2 Upon satisfactory completion of the probationary period, a member of  
1724 the classified service is designated as a permanent employee who shall  
1725 be subject to disciplinary action only for cause as prescribed in this  
1726 policy.

1727 23.2 **Cause for Discipline**

1728 23.2.1 A permanent classified employee shall be subject to disciplinary action  
1729 for cause, including suspension, demotion, and dismissal. Cause for  
1730 discipline shall include, but is not limited, to the following:

1731 23.2.1.1 Incompetence or inefficiency.

1732 23.2.1.2 Absence and/or repeated tardiness without authorization or  
1733 sufficient reason.

1734 23.2.1.3 Abuse or misuse of sick leave or any other authorized  
1735 leave.

1736 23.2.1.4 Being under the influence of alcohol or controlled  
1737 substances without authorization while on duty or using or  
1738 possessing alcohol or controlled substances without  
1739 authorization while on duty. "Controlled substance" means  
1740 any narcotic drug, hallucinogenic drug, amphetamine,  
1741 barbiturate, marijuana or any other controlled substance  
1742 defined in state or federal law. A determination of whether  
1743 an employee is under the influence of alcohol or controlled  
1744 substances will be based on specific contemporaneous,  
1745 articulable, observations concerning the employee's  
1746 appearance, behavior, speech, or body odors and may  
1747 include indications of the chronic and withdrawal effect of  
1748 controlled substances.

1749 23.2.1.5 Insubordination or discourteous treatment toward superiors  
1750 or other employees.

1751 23.2.1.6 Dishonesty.

1752 23.2.1.7 Unlawful discrimination, including harassment, on the  
1753 basis of race, religious creed, color, national origin,



- 1754 ancestry, disability, marital status, sex, sexual orientation,  
1755 or age against members of the public or other employees  
1756 while acting in the capacity of an employee.
- 1757 23.2.1.8 Unlawful retaliation against any other District officer or  
1758 employee or member of the public who, in good faith,  
1759 reports, discloses, divulges, or otherwise brings to the  
1760 attention of any appropriate authority any information  
1761 relative to actual or suspected violation of any law of this  
1762 state or the United States occurring on the job or directly  
1763 related hereto.
- 1764 23.2.1.9 Conviction of a felony, any crime involving moral  
1765 turpitude, or any crime bringing discredit upon the District
- 1766 23.2.1.10 Immoral conduct.
- 1767 23.2.1.11 Evident unfitness for service.
- 1768 23.2.1.12 Physical or mental conditions rendering him/her unfit for  
1769 service.
- 1770 23.2.1.13 Violation of or refusal to obey the laws of the state or rules,  
1771 regulations and policies of the District.
- 1772 23.2.1.14 Discourteous treatment of members of the public, students  
1773 or other employees while on duty.
- 1774 23.2.1.15 Conduct in violation of Section 1028 of the Government  
1775 Code involving advocacy or membership in the  
1776 Communist.
- 1777 23.2.1.16 Any conduct contrary to the welfare of the schools or the  
1778 students.
- 1779 23.2.1.17 Failure to perform adequately requirements of the position  
1780 held.
- 1781 23.2.1.18 Failure to work with others, to the detriment of the District.
- 1782 23.2.1.19 For employees who are required to drive a vehicle in the  
1783 regular course of their employment:
- 1784 23.2.1.19.1 Loss of his/her driver's license; or
- 1785 23.2.1.19.2 Any restriction or limitations on the  
1786 employee's driver's license or ability to  
1787 drive ordered by the Department of Motor  
1788 Vehicles or any other lawful authority; or

- 1789 failure to maintain a good personal or  
1790 business driving record; or
- 1791 23.2.1.19.3 Failure to satisfy the insurability  
1792 requirements of the District's insurance  
1793 carrier under the District's regular insurance  
1794 policies. The District's ability to obtain  
1795 insurance for the employee under a high risk  
1796 or any policy other than the regular  
1797 insurance policies does not mitigate this  
1798 failure.
- 1799 23.2.1.20 Neglect of duty.
- 1800 23.2.1.21 Material and intentional misrepresentation or concealment  
1801 of any fact in connection with obtaining employment.
- 1802 23.2.1.22 Falsifying any information submitted to the District
- 1803 23.2.1.23 Willful damage to District property, waste of District  
1804 supplies or equipment, or excessive carelessness with  
1805 District property or funds.
- 1806 23.2.1.24 Misappropriation of District funds or property.
- 1807 23.2.1.25 Failure to obtain, possess or keep in effect any license,  
1808 certificate or other similar requirement specified in the law  
1809 or the employee's class specification or otherwise  
1810 necessary for the employee to perform the duties of the  
1811 position.
- 1812 23.3 **Progressive Discipline**
- 1813 The following progressive discipline procedure shall be applied in disciplinary  
1814 actions, which are generally subject to remediation:
- 1815 23.3.1 **Verbal Counseling/Warning**
- 1816 Verbal counseling/warning may result in a post-conference summary  
1817 memorandum. Any written memorandum shall be placed in the unit  
1818 member's personnel file. The memorandum shall be clearly labeled,  
1819 limited to a statement that the meeting took place and the topic  
1820 discussed. The unit member has the right to write a response and that  
1821 response shall be attached to the memorandum.
- 1822 23.3.2 **Written Reprimand**
- 1823 Written reprimands usually shall not be used unless the unit member  
1824 has been verbally warned about similar actions within the last three (3)

1825 preceding years. The unit member shall sign the reprimand to  
1826 acknowledge receipt and a copy shall be placed in the unit member's  
1827 personnel file. The unit member has the right to write a response and  
1828 that response shall be attached to the reprimand and retained in the  
1829 personnel file.

1830 23.3.3 **Suspension Without Pay For Repeated Offenses**

1831 Suspension usually shall not be used unless the unit member has  
1832 received a written reprimand about similar actions.

1833 23.3.4 **Demotion or Dismissal**

1834 Demotion or dismissal will be used when an employee's conduct does  
1835 not meet District standards after other progressive discipline  
1836 procedures have been utilized. However, the District may demote or  
1837 dismiss an employee without first suspending the employee for similar  
1838 conduct.

1839 23.4 **Discipline Without Progression**

1840 Nothing in this provision shall prohibit the District from disciplining a unit  
1841 member for just cause, up to and including termination in instances where the  
1842 District determines that remediation is inappropriate.

1843 23.5 **Procedure for Discipline**

1844 23.5.1 **Preliminary Written Notice**

1845 23.5.1.1 A permanent classified employee shall receive a  
1846 preliminary written notice of the proposed discipline. The  
1847 written notice must contain a specific statement of charges  
1848 or grounds upon which the proposed disciplinary action is  
1849 based and the date the proposed disciplinary action will be  
1850 effective.

1851 23.5.1.2 Any known written materials, reports or documentation  
1852 upon which the proposed disciplinary action is based must  
1853 be attached to the preliminary written notice.

1854 23.5.1.3 The classified employee shall have the right to respond  
1855 either orally or in writing within ten (10) calendar days to  
1856 the Superintendent or his/her designee. The purpose of the  
1857 meeting shall be to permit the employee to respond to  
1858 charges against him/her, to offer information regarding the  
1859 proposed discipline and to examine the materials, if any, on  
1860 which the proposed action is based.

1861 23.5.1.4 The superintendent or designee shall consider the  
1862 employee's response and recommend within fifteen (15)  
1863 calendar days that the proposed disciplinary action either be  
1864 taken or not taken.

1865 23.5.2 **Notice of Intention to Suspend or Demote or Dismiss**

1866 Any permanent classified employee against whom suspension without  
1867 pay or demotion or termination action is initiated by the District shall  
1868 be given written notice by the Superintendent or his/her designee of  
1869 the specific charges against him/her. The notice shall contain a  
1870 statement of the employee's rights to a hearing on such charges. The  
1871 time within which a hearing may be requested shall not be less than  
1872 five (5) calendar days after service of the notice on the employee, and  
1873 the notice shall be accompanied by a paper, the signing and filing of  
1874 which with the Superintendent or designee shall constitute a demand  
1875 for a hearing and a denial of all charges. Failure of the employee to  
1876 file a request for hearing within the time specified shall constitute a  
1877 waiver of the employee's right to a hearing.

1878 23.5.3 **Employee's Status**

1879 23.5.3.1 **Administrative Leave**

1880 Any permanent classified employee may be placed on  
1881 administrative leave from duty with pay pending a  
1882 determination of whether or not discipline will be  
1883 recommended by the Superintendent.

1884 23.5.3.2 **Suspension**

1885 An employee against whom dismissal is recommendation  
1886 shall be suspended without pay from the date of the intent  
1887 to dismiss notice until the effective date of his/her  
1888 dismissal.

1889 23.5.4 **Sex or Narcotics Offenses: Compulsory Leave**

1890 23.5.4.1 Any classified employee charged with the commission of  
1891 any sex offense defined in, but not limited to, Education  
1892 Code Section 44010, or with the commission of any  
1893 narcotics offense as defined in, but not limited to Education  
1894 Code Section 44011, may be placed upon compulsory leave  
1895 of absence pending a final disposition of such charges.

1896 23.5.4.2 An employee placed on compulsory leave shall continue to  
1897 be paid his or her regular salary during such leave if he or  
1898 she furnishes to the District a suitable bond as a guarantee  
1899 that the employee will repay the salary paid during the

1900 compulsory leave in case the employee is convicted of such  
1901 charges, or fails to return to service following expiration of  
1902 the compulsory leave. If the employee does not furnish a  
1903 bond and if the employee is acquitted of such offense or  
1904 charges dropped, the District shall pay the employee upon  
1905 his or her return to service the full amount of salary which  
1906 was withheld during the compulsory leave.

1907 23.5.5 **Appeal Procedure for Suspension Without Pay or Demotion or**  
1908 **Dismissal Hearing Authority**

1909 23.5.5.1 The hearing will be conducted before an arbitrator selected  
1910 from the list provided, in rotational order.

1911 23.5.5.2 **Notice of Hearing**

1912 The arbitrator shall set the matter for hearing and shall give  
1913 the employee at least twenty (20) calendar days notice in  
1914 writing of the date and place of the hearing. The hearing  
1915 and the Board's consideration of the arbitrator's proposed  
1916 decision shall be conducted in closed session unless the  
1917 employee requests an open hearing in the employee's  
1918 written request for a hearing.

1919 23.5.5.3 **Rights of Employee**

1920 The employee shall attend any hearing, unless excused by  
1921 the arbitrator, and shall be entitled to:

1922 23.5.5.3.1 be represented by counsel or any other  
1923 person at the hearing;

1924 23.5.5.3.2 testify under oath;

1925 23.5.5.3.3 compel the attendance of other employees of  
1926 the District to testify in his/her behalf

1927 23.5.5.3.4 cross-examine all witnesses appearing  
1928 against him/her and all employees of the  
1929 District whose actions are in question or  
1930 who have investigated any of the matters  
1931 involved in the hearing and whose reports  
1932 are offered in evidence before the arbitrator.

1933 23.5.5.3.5 impeach any witness;

1934 23.5.5.3.6 present such evidence as the arbitrator  
1935 deems pertinent to the inquiry;

1936	23.5.5.3.7	argue his/her case.
1937 1938	23.5.5.4	The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.
1939	23.5.5.5.	<b><u>Evidence</u></b>
1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954		The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
1955	23.5.5.6	<b><u>Exclusion of Witnesses</u></b>
1956 1957 1958 1959 1960 1961 1962		The arbitrator may in his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony that may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.
1963	23.5.5.7	<b><u>Burden of Proof</u></b>
1964 1965		The burden of proof shall be upon the party attempting to substantiate the charges.
1966	23.5.5.8	<b><u>Findings and Decision</u></b>
1967 1968 1969 1970 1971 1972 1973 1974 1975	23.5.5.8.1	Upon completion of the hearing, written Proposed Findings of Fact and Conclusions shall be signed and filed with the Governing Board by the arbitrator, which shall constitute his/her decision. If the Governing Board adopts the arbitrator's findings and conclusions, it need not review the record of the hearing; if it declines to accept the findings and conclusions, it must review the

1976		record or provide for an additional
1977		opportunity to be heard, after which it may
1978		adopt the findings and conclusions made by
1979		the arbitrator, or adopt its own findings and
1980		conclusions.
1981	23.5.5.8.2	Unless the decision provides otherwise, it
1982		shall be effective immediately. Notice of
1983		the decision adopted by the Governing
1984		Board shall be mailed promptly to the
1985		employee or the employee's counsel or
1986		representative. Except for the correction of
1987		clerical error, the decision shall be final and
1988		conclusive.
1989	23.5.5.9	<b><u>Report of Hearings</u></b>
1990		Hearings may be conducted without a stenographic reporter
1991		or audio tape recording machine unless either party
1992		requests that the hearing be reported or recorded. Both
1993		parties shall share equally the cost or fee for the reporting
1994		or recording.
1995	23.5.5.10	<b><u>Transcript of Hearings</u></b>
1996		Transcripts of hearings shall be furnished to any person on
1997		payment of the cost of preparing such transcripts. When
1998		transcripts are provided by employees of the District, the
1999		cost shall be determined by the employee in charge of
2000		business affairs of the District. When transcripts are
2001		provided by an independent contractor, the cost will be
2002		established by the independent contractor.
2003	23.5.5.11	<b><u>Continuances</u></b>
2004		The arbitrator may grant a continuance of any hearing upon
2005		such terms and conditions as he/she may deem proper. The
2006		employee shall remain on unpaid suspension for the period
2007		of any continuance. Any request for continuance made less
2008		than 48 hours prior to the time set for the hearing will be
2009		denied unless good cause is shown for the continuance.
2010	23.5.5.12	<b><u>Judicial Review</u></b>
2011		Judicial review of the Governing Board's decision is
2012		available pursuant to Code of Civil Procedure, Section
2013		1094.5 only if the petition for writ of mandate is filed
2014		within the time limit specified in Code of Civil Procedure
2015		Section 1094.6.

2016 23.6 **Personnel Files**

2017 23.6.1 The personnel file of each unit member shall be maintained in the  
2018 District Personnel Services Department; however, this requirement  
2019 shall not prohibit the attachment to disciplinary memoranda materials  
2020 not previously placed in the personnel file.

2021 23.6.2 Materials in personnel files of unit members that may serve as basis  
2022 for affecting the status of their employment are to be made available  
2023 for the inspection of the unit member involved. This material is not to  
2024 include ratings, reports, or records that: (1) were obtained prior to the  
2025 employment of the person involved, (2) were prepared by identifiable  
2026 examination committee members, or (3) were obtained in connection  
2027 with promotional examination except numerical score obtained as a  
2028 result of a written examination. A unit member shall have the right to  
2029 inspect these materials upon request, provided that the request is made  
2030 at a time when the person is not actually required to render services to  
2031 the employing district.

2032 23.6.3 Information of derogatory nature, except material mentioned in the  
2033 Section above shall not be entered or filed unless and until the unit  
2034 member is given notice and an opportunity to review and comment  
2035 thereon. A unit member shall have the right to enter, and have  
2036 attached to any derogatory statement, the unit member's comments  
2037 thereon. The review shall take place during normal business hours and  
2038 the unit member shall be released from duty without salary reduction  
2039 for a sufficient time, not to exceed three hours, to be scheduled by the  
2040 Personnel Services Department.



2041 **ARTICLE 24: JOB DESCRIPTIONS, RECLASSIFICATION**  
2042 **AND POSITION UPGRADE, SALARY**  
2043 **SURVEYS**

2044 24.1 **Reclassification and Position Upgrade**

2045 The purpose of this Section 24.1 is to provide an orderly process for the  
2046 facilitation of necessary reclassifications.

2047 24.1.1 **Reclassification Definition**

2048 Reclassification means the redefining of a position or group of  
2049 positions to a different job class with a corresponding change in title  
2050 and job description to account for permanent changes in technology,  
2051 duties, or work that may alter the nature of the job.

2052 24.1.2 **Upgrade/Regrade Definition**

2053 Reclassification is distinguished from an upgrade/regrade in that an  
2054 upgrade/regrade constitutes a change in salary without changes in job  
2055 title or job description.

2056 24.1.3 **Procedures For Reclassification**

2057 When either party seeks to effect a reclassification, the District/CSEA  
2058 shall submit to the other party in writing the following data to support  
2059 its proposal:

2060 24.1.3.1 The Class or position to be reclassified.

2061 24.1.3.2 The existing job description and salary placement.

2062 24.1.3.3 The proposed salary placement.

2063 24.1.4 **Reclassification Impact Negotiations**

2064 Whenever the District changes the duties or work that alters the nature  
2065 of the job, the District will meet and negotiate with CSEA regarding  
2066 the impact of those changes on any mandatory subject of negotiation.

2067 24.2 **Job Descriptions**

2068 All modifications in bargaining unit job descriptions shall be reviewed with  
2069 CSEA and shall include the date of Board Approval [This was formerly Section  
2070 3.4 of Article 3 (CSEA Rights)].

2071 24.3 **Salary Surveys And Data Collection**

2072 The parties will meet annually in preparation for compensation negotiations to  
2073 identify their common data collection needs for negotiations. The parties will  
2074 work cooperatively to collect and compile information from comparable school  
2075 districts regarding compensation provided including, but not limited to salary,  
2076 longevity, health and welfare benefits, PERS contributions, and retiree benefits.  
2077 The parties shall consider using CSEA's statewide salary survey, and may seek  
2078 information from additional sources as well.

2079 **ARTICLE 25: EFFECT OF AGREEMENT**

2080 25.1 It is understood and agreed that the specific provisions contained in the  
2081 Agreement shall prevail over District practices and procedures and over state laws  
2082 to the extent permitted by state law.

2083 25.2 All side letters or memoranda of understanding shall expire June 30, 2003. In  
2084 order for any side letter or memorandum of understanding to be enforceable  
2085 thereafter, it must be dated, approved by the Governing Board, have an express  
2086 expiration date, and be given a specific number (e.g. CSEA No. 98-1).

2087 **ARTICLE 26: SUPPORT OF AGREEMENT**

2088 The District and CSEA agree that it is to their mutual benefit to encourage the resolution  
2089 of differences through the meet and negotiate process. Therefore, it is agreed that the  
2090 District and CSEA support this Agreement for its term and will not appear before any  
2091 public bodies to seek changes or improvement in any matter subject to the meet and  
2092 negotiate process, except by mutual agreement of the District and CSEA.

2093 **ARTICLE 27: COMPLETION OF NEGOTIATIONS**

2094 27.1 Except as specified in Sections 27.4, during the term of this Agreement, CSEA  
2095 and the District expressly waive and relinquish the right to meet and negotiate,  
2096 and agree that the parties shall not be obligated to meet and negotiate with respect  
2097 to any subject or matter whether or not referred to or covered in this Agreement.  
2098 The current Board policies that specifically relate to the negotiable areas  
2099 delineated in the Educational Employment Relations Act will remain in full force  
2100 and effect during the term of the Agreement.

2101 27.2 The District will provide all school and department sites five (5) copies of the  
2102 negotiated agreement within 60 calendar days of the signing. The Agreement will  
2103 be made available for bargaining unit members' reference. In addition, the  
2104 Agreement will be posted on the District's web site.

2105 27.3 A copy of this contract will be sent to PERB (Public Employment Relations  
2106 Board) to comply with PERB Regulations.

2107 27.4 For the 2007-08 fiscal year, and again for the 2008-09 fiscal year, the parties will  
2108 be reopening negotiations on Article 8 (Compensation and Benefits) and up to one  
2109 article selected by each party.

---

2110 This Agreement is a result of good faith meeting and negotiating between CSEA and the  
2111 District, and was executed by both parties on April 17, 2007, and approved by the  
2112 Berryessa Union School District Board of Trustees on May 15, 2007.

2113 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM**

2114 **CSEA**

**DISTRICT**

2115 Jill Aceves, School Media Technician	Joe Amelio, Principal Piedmont Middle
2116 Sally Doquisa, Paraeducator I	Rosanna Jeng, Asst Superintendent Business
2117 Doris Korn-Walker, School Media Tech.	Vicky Lara, Administrative Asst. Personnel
2118 Debbie Narvaes, School Community Liaison	Jack Owens, Asst Superintendent Personnel
2119 Georgina Patterson, Instructional Associate	Janet Sommer, Attorney Kay & Stevens
2120 Linda Talmage, Executive Asst-Ed. Svs.	Robin Spindler, Director of Special Ed.
2121 Gloria Vargas, Categorical Program Tech.	
2122 Jack Ford, Labor Relation Rep CSEA	

2123 **Signature for CSEA**

**Signature for the District**

2124 \_\_\_\_\_  
2125 Debbie Narvaes  
2126 CSEA President

2124 \_\_\_\_\_  
2125 Jack L. Owens  
2126 Asst. Superintendent, Personnel Services

2127 **ARTICLE 28: SAVINGS PROVISIONS**

2128 28.1 If any of this Agreement is held to be contrary to law by a court of competent  
2129 jurisdiction, such provisions will not be deemed valid and subsisting except to the  
2130 extent permitted by law, but all other provisions will continue in full force and  
2131 effect.

2132 28.2 Provisions of this Agreement held contrary to the law and not subject to appeal  
2133 will be opened for renegotiations within sixty (60) days following a request by  
2134 either party to meet and negotiate.

2135 **ARTICLE 29: TERM**

2136 29.1 This Agreement, entered into effect upon ratification, shall remain in full force  
2137 and effect up to and including June 30, 2009. See Article 27 for negotiations re-  
2138 openers.

2139 29.2 Except as set forth herein, this Agreement shall be automatically renewed from  
2140 year to year thereafter, unless either party gives written notice of a desire to  
2141 modify, amend or terminate. This notice shall be accompanied by proposed  
2142 amendments or modifications. Negotiations shall commence no later than thirty  
2143 (30) calendar days following the public hearing on the proposals.

# APPENDIX A1: SALARY SCHEDULE

California School Employees Association (From July 1, 2006 to June 30, 2007)																				
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6														
4.0	1,966	(11.30)	2,051	(11.79)	2,163	(12.44)	2,266	(13.03)	2,383	(13.70)	2,493	(14.33)								
4.5	2,013	(11.57)	2,106	(12.11)	2,212	(12.72)	2,323	(13.36)	2,430	(13.97)	2,552	(14.67)								
5.0	2,051	(11.79)	2,163	(12.44)	2,266	(13.03)	2,383	(13.70)	2,493	(14.33)	2,604	(14.97)								
5.5	2,106	(12.11)	2,212	(12.72)	2,323	(13.36)	2,430	(13.97)	2,552	(14.67)	2,669	(15.35)								
6.0	2,163	(12.44)	2,266	(13.03)	2,383	(13.70)	2,493	(14.33)	2,604	(14.97)	2,734	(15.72)								
6.5	2,212	(12.72)	2,323	(13.36)	2,430	(13.97)	2,552	(14.67)	2,669	(15.35)	2,798	(16.09)								
7.0	2,266	(13.03)	2,383	(13.70)	2,493	(14.33)	2,604	(14.97)	2,734	(15.72)	2,867	(16.48)								
7.5	2,323	(13.36)	2,430	(13.97)	2,552	(14.67)	2,669	(15.35)	2,798	(16.09)	2,934	(16.87)								
8.0	2,383	(13.70)	2,493	(14.33)	2,604	(14.97)	2,734	(15.72)	2,867	(16.48)	3,006	(17.28)								
8.5	2,430	(13.97)	2,552	(14.67)	2,669	(15.35)	2,798	(16.09)	2,934	(16.87)	3,077	(17.69)								
9.0	2,493	(14.33)	2,604	(14.97)	2,734	(15.72)	2,867	(16.48)	3,006	(17.28)	3,153	(18.13)								
9.5	2,552	(14.67)	2,669	(15.35)	2,798	(16.09)	2,934	(16.87)	3,077	(17.69)	3,228	(18.56)								
10.0	2,604	(14.97)	2,734	(15.72)	2,867	(16.48)	3,006	(17.28)	3,153	(18.13)	3,301	(18.98)								
10.5	2,669	(15.35)	2,798	(16.09)	2,934	(16.87)	3,077	(17.69)	3,228	(18.56)	3,383	(19.45)								
11.0	2,734	(15.72)	2,867	(16.48)	3,006	(17.28)	3,153	(18.13)	3,301	(18.98)	3,467	(19.93)								
11.5	2,798	(16.09)	2,934	(16.87)	3,077	(17.69)	3,228	(18.56)	3,383	(19.45)	3,546	(20.39)								
11.7	2,798	(16.09)	3,006	(17.28)	3,228	(18.56)	3,467	(19.93)	3,720	(21.39)	3,992	(22.95)								
12.0	2,867	(16.48)	3,006	(17.28)	3,153	(18.13)	3,301	(18.98)	3,467	(19.93)	3,635	(20.90)								
12.5	2,934	(16.87)	3,077	(17.69)	3,228	(18.56)	3,383	(19.45)	3,546	(20.39)	3,720	(21.39)								
13.0	3,006	(17.28)	3,153	(18.13)	3,301	(18.98)	3,467	(19.93)	3,635	(20.90)	3,811	(21.91)								
13.5	3,077	(17.69)	3,228	(18.56)	3,383	(19.45)	3,546	(20.39)	3,720	(21.39)	3,901	(22.43)								
14.0	3,153	(18.13)	3,301	(18.98)	3,467	(19.93)	3,635	(20.90)	3,811	(21.91)	3,992	(22.95)								
14.5	3,228	(18.56)	3,383	(19.45)	3,546	(20.39)	3,720	(21.39)	3,901	(22.43)	4,089	(23.51)								
14.7	3,228	(18.56)	3,467	(19.93)	3,725	(21.42)	4,002	(23.01)	4,300	(24.72)	4,625	(26.59)								
15.0	3,301	(18.98)	3,467	(19.93)	3,635	(20.90)	3,811	(21.91)	3,992	(22.95)	4,190	(24.09)								
15.5	3,384	(19.46)	3,555	(20.44)	3,725	(21.42)	3,905	(22.45)	4,091	(23.52)	4,293	(24.68)								
16.0	3,469	(19.95)	3,642	(20.94)	3,817	(21.95)	4,002	(23.01)	4,195	(24.12)	4,400	(25.30)								
16.5	3,556	(20.45)	3,733	(21.46)	3,912	(22.49)	4,103	(23.59)	4,300	(24.72)	4,510	(25.93)								
17.0	3,644	(20.95)	3,826	(22.00)	4,011	(23.06)	4,205	(24.18)	4,406	(25.33)	4,625	(26.59)								
17.5	3,735	(21.48)	3,924	(22.56)	4,111	(23.64)	4,310	(24.78)	4,519	(25.98)	4,740	(27.25)								
25.0	4,109	(23.63)	4,419	(25.41)	4,749	(27.31)	5,105	(29.35)	5,488	(31.55)	5,901	(33.93)								
26.0	6,396	(36.78)	6,562	(37.73)	6,733	(38.71)	6,908	(39.72)	7,088	(40.75)	7,264	(41.77)								
SCHOOL SITE PERSONNEL				RANGE	OFFICE PERSONNEL				RANGE											
Administrative Secretary/Principal				11.0	Account Clerk I				9.5											
Behavior Management Technician I				11.7	Account Clerk II				11.5											
Behavior Management Technician II				14.7	Accountant				17.5											
Bilingual Aide				5.0	Accounting Specialist				14.5											
Case Facilitator				25.0	Accounting Technician				12.5											
Child Aide				5.0	Administrative Assistant/Communication				16.0											
Community Liaison-School				10.0	Administrative Secretary/Support Services				11.5											
Computer Clerk School				8.0	Budget/System Specialist				15.0											
Computer Instructional Associate				7.0	Categorical Program Technician				13.5											
District Media Resource Technician				11.0	CELDT Examiner/Clerk				8.0											
Duplicating Machine Operator				5.5	Child Nutrition Clerk				7.0											
English Learner (EL) Newcomer Aide				8.0	Clerk Typist, Categorical Program				7.0											
ESL Tutor				8.0	District/Student Information Specialist				16.5											
Health Clerk				7.0	Educational Services Center Clerk				8.0											
Instructional Associate				5.5	English Learner (EL) Community Liaison				6.5											
Math/Science Lab Associate				6.0	Executive Assistant/Educational Services				13.0											
Migrant Aide				5.0	Executive Assistant/Operations				13.0											
Migrant Health Statistical Aide				8.0	Information Clerk				7.0											
PLA Tutor				6.5	Occupational Therapist				26.0											
Program Reading Tutor				5.5	Office Assistant				8.0											
School Clerk				8.0	Operations Department Clerk				8.0											
School Library/Multi Media Technician				8.0	Payroll Technician				14.5											
Special Education Paraeducator I				6.5	Purchasing Specialist				13.0											
Special Education Paraeducator II				7.5/8.5*	Senior Executive Assistant				16.5											
*With Certification					Special Projects Coordinator				16.5											
					Substitute Services Specialist				10.0											

Signature *M. Annaly* Date *6/5/07*



## APPENDIX A2: PRESCHOOL SALARY SCHEDULE

California School Employees Association  
(From July 1, 2006 to June 30, 2007)

State Preschool Paraprofessional and Lead Teacher

	Step1	Step2	Step3	Step4	Step5	Step6
Para	1,582	1,663	1,751	1,843	1,935	2,032
Lead Teacher	2,196	2,312	2,433	2,563	2,690	2,825

Signature Rosanna J... Date 5/18/07

## **APPENDIX B: CLASSIFICATIONS AND WORK DAYS**

<b>CLASSIFICATION</b>	<b>WORK DAYS</b>
*Account Clerk I	12 months of service + paid vacation
Account Clerk II	11 months of service + paid vacation
Accountant	12 months of service + paid vacation
*Accounting Specialist	12 months of service + paid vacation
*Accounting Technician	12 months of service + paid vacation
*Administrative Assistant/Communications	12 months of service + paid vacation
Administrative Secretary-Principal	205 days of service + paid vacation
Administrative Secretary-Support Services	12 months of service + paid vacation
Behavior Management Technician I (BMT I)	180 days of service + paid vacation
Behavior Management Technician II (BMT II)	180 days of service + paid vacation
*Bilingual Aide	
*Budget Computer System Specialist	12 months of service + paid vacation
Case Facilitator	225 days of service + paid vacation
Categorical Programs Technician	12 months of service + paid vacation
*CDC Lead Teacher	
*CDC Paraeducator	
*CDC Teacher	
CELDT Examiner-Clerk	180 days of service + paid vacation
*Child Aide	10 months of service + paid vacation
*Child Nutrition Clerk	180 days of service + paid vacation
*Clerk Typist, Categorical Program	
*S.I.P School/Community Liaison	10 months of service + paid vacation
Computer Clerk	205 days of service + paid vacation
*District Media Resource Technician	12 months of service + paid vacation
District-Student Information Specialist	12 months of service + paid vacation
Duplicating Machine Operator	181 days of service + paid vacation
Education Services Center Clerk	12 months of service + paid vacation
English Learner (EL) Community Liaison	180 days of services + paid vacation
English Learner (EL) Newcomer Aide	180 days of service + paid vacation
ESL Tutor	180 days of service + paid vacation
Executive Assistant, Education Services	12 months of service + paid vacation
*Executive Assistant, Operations	12 months of service + paid vacation
Health Clerk	181 days of service + paid vacation
*Information Clerk	12 months of service + paid vacation
Instructional Associate	181 days of service + paid vacation
Instructional Associate – Computer	181 days of service + paid vacation
Instruction Associate – Math-Science Lab	181 days of service + paid vacation
Lead Preschool Teacher	202 days of service + paid vacation
*Migrant Instructional Aide	
*Migrant Health Statistical Aide	181 days of service + paid vacation
Occupational Therapist	210 days of service + paid vacation
Office Assistant	12 months of service + paid vacation

<b>CLASSIFICATION</b>	<b>WORK DAYS</b>
*Operations Department Clerk	12 months of service + paid vacation
Payroll Technician	12 months of service + paid vacation
PLA Tutor (Primary Language Assistant)	Up to 175 days of service + paid vacation
Program Reading Tutor (PRT)	181 days of service + paid vacation
Purchasing Specialist	12 months of service + paid vacation
School Clerk-Elementary	200 days of service + paid vacation
School Clerk-Middle	205 days of service + paid vacation
School Community Liaison	180 days of service + paid vacation
School Library/Multi-Media Technician	191 days of service + paid vacation
*Senior Executive Assistant	12 months of service + paid vacation
Special Education Paraeducator I	183 days of service + paid vacation
Special Education Paraeducator II	183 days of service + paid vacation
*Special Education Paraeducator III (replaced by Case Facilitator)	225 days of service + paid vacation
Special Projects Coordinator	12 months of service + paid vacation
State Preschool Paraprofessional	182 days of service + paid vacation
Substitute Services Specialist	11 months of service + paid vacation

\*Inactive Classifications at the time of publication

**APPENDIX C: TENTATIVE AGREEMENT BETWEEN  
CASE CHAPTER 364 AND BERRYESSA  
UNION SCHOOL DISTRICT**

The undersigned parties, having negotiated under the Educational Employment Relations Act ("EERA," Government Code Section 3540, et seq.) on the issues of CDC and State Preschool salaries and benefits, the effects of the 1997 layoffs and reduction in hours, and the impact of the elimination of the Accounting Specialist, agree to the following:

A. CDC/State Preschool

The existing Collective Agreement will be amended by adding the following provision as Appendix A.

**APPENDIX A**

***CDC and State Preschool Unit Members***

1. *The 1996-97 salary bonus for CDC and Preschool unit members, payable in September 1997, will be computed and paid according to prior practices and procedures.*

2. *Salary and Benefits*

a. *CDC Benefits — The District will contribute \$3,732 per year per FTE toward health and welfare benefits of those unit members employed four hours or more; and will contribute 2.0% of salary to the PERS employer pick-up.*

b. *State Preschool Benefits — The District will contribute the same amount per year per FTE toward health and welfare benefits and PERS as contributed for other unit members.*

c. *State Preschool Salary — Effective July 1, 1997, the preschool unit members will be paid on the following salary schedule, prorated for FTE. The longevity provisions for regular unit members will apply. Any salary reclassification will consider Preschool Paraeducators as a separate classification.*

*Step 1 Step 2 Step 3 Step 4 Step 5 Step 6*

• *Paraeducator 1,460 1,536 1,617 1,702 1,787 1,876*

• *Lead Teacher 2,028 2,135 2,247 2,366 2,484 2,608*

d. *CDC Salary — Effective July 1, 1997, CDC unit members will be paid on the following salary schedule. In addition, a year end bonus will be paid from any excess and unused funds according to the prior practices and procedures.*

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
• Clerk	1,000	1,051	1,103	1,156	1,215	1,276
• Paraeducator	973	1,022	1,073	1,127	1,183	1,241
• Teacher	1,250	1,312	1,378	1,447	1,520	1,596
• Lead Teacher	1,389	1,460	1,533	1,609	1,689	1,773

- e. *Work Year — The CDC Center unit members work year will be 245 days. The State Preschool Teacher work year will be 202 days, and the Preschool Paraeducator work year will be 182 days.*
- f. *For purposes of negotiating successor salary and benefit terms under the EERA, the 1996-97 practices and provisions will constitute the status quo ante.*

### 3. *Participation in District Study*

*The CSEA officers and CDC personnel will be fully included in a discussion regarding the future of the CDC program. This discussion will involve at least the following:*

- *disparity in funding between CDC and regular education programs;*
- *the restructuring of the CDC program within the limitations of the funding provisions and state regulations, including consideration of restructuring with salaries and benefits equal to the prevailing district standards;*
- *review of roles, purposes, and allocation of overhead costs;*
- *the role and purpose of consultants and clerks;*
- *the effectiveness of cross training employees for multiple job functions; and*
- *job layoff and employment rights if program is discontinued.*

*This review will begin no later than November 15, 1997, and will be completed before March 31, 1998. It is the intent of the parties to enter into negotiations regarding the potential effects of the study within 30 days of completion of the study.*

### B. *Unit Clarification*

1. *Job titles will be added to the Collective Agreement as Appendix B (see attached). The parties will submit a Unit Modification Petition to PERB listing those same positions.*
2. *Before submitting the Unit Modification Petition, a representative from each party will conduct a mini-fact finding regarding the supervisory status of lead/head teacher. If the fact finding group determines that the*

lead/head teacher should be removed from the unit because of supervisory status, the parties will meet and negotiate over the impact of removing that member from the unit.

C. Effects of Eliminating Accounting Specialist

1. By September 30, 1997, the District will undertake a review of the impact of the following changes upon the workload within the Business Department: the change to the new IFAS system, the year end closing, and the elimination of the Accounting Specialist position. This review will involve the Department members.

D. Effects of 1997 Layoffs and Reduction in Hours

1. The following provision will be added to Article XXII, subsection "2":

"2." *The District will not transfer unit work, as defined under the provisions of the Educational Employment Relations Act, without first providing CSEA with notice and opportunity to negotiate. This includes the transfer of work to supervisors, to the certificated bargaining unit, to confidential or management \, or to another employer, and under certain circumstances to non-employee volunteers. The District will provide training for management personnel regarding their obligations to provide notice and opportunity to negotiate before transferring unit work."*

2. Before September 15, 1997, the District will undertake a review of whether or not the work previously done by the Reading Tutors at Northwood School was transferred to parents and other non-paid volunteers. The District will provide the CSEA negotiating team with its findings by September 30, 1997.

## **APPENDIX D: WORKING MEMORANDUM REGARDING CSEA UNIT MEMBER INVOLVEMENT IN STAFF DEVELOPMENT AND SITE DECISION MAKING**

**February, 1998**

During the 1998 negotiations, the negotiating parties discussed various approaches to increasing classified staff involvement in decisions relating to staff development and site-based decision-making.

The parties agreed to undertake multiple approaches to increase classified staff involvement in these vital areas. This memorandum summarizes those undertakings.

### **Staff Development**

- The District will continue with the annual survey of classified staff regarding matters to be addressed on the District's staff development days.
- When possible, the District will involve the affected classified employees in the formulation of a staff development program.
- The District will begin funding an experimental program allowing a limited number of classified staff to attend staff development programs other than those the District offers.

### **District Site Councils**

- District site administrators will enforce the site council selection process requiring classified employees to select a classified employee representative on the site council. (Education Code Section 52852).
- The CSEA President may be invited to attend the principals' staff meeting to address the issue of greater involvement in site decision-making and staff development.
- The District's policies and the administrative manual will be revised to conform with the Education Code provisions and the District's desires regarding increased classified employee participation on site councils.
- The District site administrators will inform the classified employees of their right to participate in the site councils' decision.

## **APPENDIX E: UNPAID FAMILY AND MEDICAL CARE LEAVE GUIDELINES**

The Family and Medical Leave Act of 1993 and California Family Rights Act of 1992 provides eligible employees with rights to a specified amount of unpaid Family and Medical Care Leave.

### **ELIGIBILITY**

Employees who work for the District for at least 1250 hours in past 12 months and have been employed for at least 12 months. (Teachers are deemed to meet the 1250 hours).

### **LEAVE ENTITLEMENT**

Eligible employees are entitled up to a total of 12 workweeks of unpaid leave during a 12-month period. Leave entitlement under state and federal laws generally run concurrently except that an employee's entitlement to pregnancy disability leave under California law is in addition to the 12-week family care and medical leave entitlement provided by state law.

**Intermittent Leave** may be taken in separate blocks of time due to a single illness or injury involving periodic, as opposed to continuous treatment. The blocks can vary in size from an hour (or less) to weeks. Example: taking time for medical treatments on an irregular basis or on a regular basis such as a regimen of chemotherapy or physical therapy.

**Reduced Leave Schedule** is a reduction in the normal work schedule when medically necessary for personal or family illness (employer may limit its use in childbirth or placement situations).

**FML Limits** - when both husband and wife are employed for the same employer, they are limited to a combined total of 12 weeks of FMLA Leave in a 12 month period for birth, adoption or foster care, or the care of a parent with a serious health condition.

### **REASONS AN EMPLOYEE CAN TAKE A FAMILY AND MEDICAL CARE LEAVE**

1. Birth, adoption or foster care of child.
2. To care for an immediate family member (spouse, child, or parent) with a serious health condition. A serious health conditions is an illness, injury, impairment, or physical mental condition which involves:
  - 2.1 Any period of incapacity or treatment connected with in-patient care (i.e.: an overnight stay) in a hospital, hospice, or residential health care facility, or
  - 2.2 Any period of incapacity which requires an absence from work or school or other regular daily activities of more than three calendar days, that also



involves continuing treatment by or under the supervision of a health care provider, or

- 2.3 Continuing treatment by or under the supervision of a health care provider for a health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days.
3. A personal serious health condition that renders the employee unable to perform job functions, (disability caused by pregnancy, childbirth or related conditions are not covered).

### **ACCRUED LEAVE**

Accrued paid leave such as vacation and sick leave can be substituted for unpaid family care and medical leave when the requested leave is for the employee's own serious health condition or when request is based upon birth or placement of a child or care of a family member. **The only limitation is that substituted paid leave must be for a purpose recognized under leaves outlined in Board Policies.**

### **HEALTH BENEFITS DRUG LEAVE**

The District must continue to provide group health benefits on the same basis as coverage would have been maintained had the employee not taken leave. Under federal law, the employer's obligation to maintain coverage ends if an employee's premium payment, if any, is more than 30 days late or if the employee fails to return to work. Regardless of an employee's failure to keep up premium payment, all benefits must be reinstated to a returning employee.

### **RETURN FROM LEAVE**

An employee is entitled to return to the same position or an equivalent position with equivalent terms and conditions of employment.

### **WHAT TO DO TO REQUEST FMLA LEAVE**

Employees must fill out the following required forms and submit to the Personnel Department 30 days prior to leave when leave is "foreseeable." If need is not foreseen, give notice as soon as "practicable":

1. Employee Request for FMLA Leave, and
2. Certification Relating to Care for Seriously Ill Family Member, or
3. Certification of Physician or Practitioner
4. Family Medical Leave Agreement to Reimburse

For additional clarification contact the Personnel Department Administrator.

BERRYESSA UNION SCHOOL DISTRICT  
1376 Piedmont Road  
San Jose, CA 95132

ATTENTION: Personnel Department

**EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE**

1. Employees' name and place of employment:

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2. Employee's spouse's name and place of employment:

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3. Date leave is requested to commence:

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4. Date employee will return to work:

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5. Fully explain the reasons for the requested family or medical leave (use back if needed):

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6. If the requested family or medical leave is to care for someone with a serious health condition, state that person's relationship to your (i.e. spouse, child or parent):

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By submitting this request I acknowledge that leaves of absence will run concurrently to the extent permitted by law (e.g., a single leave of absence may be charged against my entitlement to leave under both federal and state laws, or against both federal family leave and pregnancy disability leave under state law).

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

BERRYESSAUNION SCHOOL DISTRICT  
1376 Piedmont Road  
San Jose, CA 95132

ATTENTION: Personnel Department

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER**

1. Employee's name: \_\_\_\_\_
2. Patient's name (if other than employee) \_\_\_\_\_
3. Date medical condition or need for treatment commenced: \_\_\_\_\_
4. Probable duration of medical condition of need or treatment:  
\_\_\_\_\_
5. In your opinion, does the condition amount to a "serious health condition" under the following definition?
  - A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:
    - a. Any period of incapacity or treatment connected with in-patient care (i.e., an overnight stay) in an hospital, hospice or residential health care facility; or
    - b. Any period of incapacity which requires absence from work or school or other regular daily activities of more than three calendar days, that also involves continuing treatment by or under the supervision of a health care provider.
    - c. Continuing treatment by or under the supervision of a health care provider for a health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days.

\_\_\_\_\_ Yes                  \_\_\_\_\_ No
6. Regimen of treatment to be prescribed (indicated number of visits, duration of treatment, including referral to other provider of health services). Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week. (DO NOT STATE SPECIFICS OR NATURE OF TREATMENT):
  - A. By physician or practitioner:
  - B. By another provider of health services, if referred by Physician or Practitioner

THIS CERTIFICATION DOES NOT APPLY TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER--SKIP 7, 8, AND 9 AND PROCEED TO ITEMS 10 THROUGH 14. OTHERWISE CONTINUE BELOW.

Check "Yes" or "No" in the spaces below, as appropriate:

- 7.    \_\_\_ Yes    \_\_\_ No    Is in-patient hospitalization of the employee required?
- 8.    \_\_\_ Yes    \_\_\_ No    Is employee able to perform work of any kind? (If "no" skip Item 9.)
- 9.    \_\_\_ Yes    \_\_\_ No    Is employee able to perform the functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee.)

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, COMPLETE ITEMS 10 THROUGH 14 BELOW AS THEY APPLY TO THE FAMILY MEMBER.

- 10.   \_\_\_ Yes    \_\_\_ No    Is in-patient hospitalization of the family member (patient) required?
- 11.   \_\_\_ Yes    \_\_\_ No    Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?
- 12.   \_\_\_ Yes    \_\_\_ No    After review of the employee's signed statement (see Item 14 below) is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort and/or arranging third party care for the family member.
- 13.   Estimate the period of time care is needed or the employee's presence would be beneficial:  
  
\_\_\_\_\_

ITEM 14 TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE.\*\*\*IT IS TO BE PROVIDED TO THE HEALTH CARE PROVIDER UNDER SEPARATE COVER.

- 14.   When family care leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Type of Practice (field of specialization, if any): \_\_\_\_\_
16. Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_
17. Signature of Physicians or Practitioner: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Date: \_\_\_\_\_



Employee: \_\_\_\_\_  
Last Name First Name

<b>OVERALL PERFORMANCE RATING (mark one only)</b>			
<input type="radio"/> Outstanding	<input type="radio"/> Satisfactory	<input type="radio"/> Needs Improvement*	<input type="radio"/> Unsatisfactory*

**\*CSEA Contract, Article 9.2.2**

Any less than satisfactory designation must be described in writing, and in the event of an overall unsatisfactory evaluation, the supervisor and the employee shall collaboratively develop methods of improvements. The supervisor shall assist the employee achieving improvements. The employee shall cooperate in this program.

**Commendations:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Recommendations:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Methods of Improvements: (as appropriate)**

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Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

*The employee's signature does not indicate an agreement but that the employee has read the evaluation and has had the opportunity to respond in writing. If the employee submits an attached written response, it will become a permanent part of the Employee's Work Performance Report.*

Employee Response Attached:  Yes  No