

NEGOTIATED AGREEMENT



BETWEEN



Pathway to the Future

California School Employees Association,
Chapter 364

AND

THE GOVERNING BOARD AND
ADMINISTRATION

OF THE

BERRYESSA UNION SCHOOL DISTRICT

July 1, 2016 - June 30, 2019

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1 **PREAMBLE**

2 This agreement made and entered into this 30th day of April, 1987, by and between Berryessa
3 Union School District, hereinafter referred to as the District, and the California School Employee
4 Association and its Berryessa Union School District Chapter 364, hereinafter referred to as
5 “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, 9/00,
7 4/22/02, 4/9/04, 6/30/05, 1/10/06, 4/12/06, 9/20/06,5/15/07, 4/15/08, 6/9/09, 4/20/10, 3/7/11,
8 10/18/11, 2/25/14, 4/21/15, 2/23/16, 11/15/16.

9 **ARTICLE 1: RECOGNITION**

10 The Berryessa Union School District (hereinafter referred to as “District”) confirms its
11 recognition of the California School Employee Association and its Chapter 364 (hereinafter
12 referred to as “CSEA”) as the exclusive representative for that unit of clerical and instructional
13 employees. CSEA and the District agree to list the bargaining unit classifications in Appendix
14 B. New positions within this unit shall be established by the District after consultation with
15 CSEA. Notification of the new position(s) will be sent to 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 to
18 direct, manage, and control to the full extent of the law. Included in, but not limited to,
19 those duties and powers is the exclusive right to: determine its organization; direct the
20 work of its employees; determine the times and hours of operation; determine the kinds
21 and levels of services to be provided, and the methods and means of providing them;
22 establish its educational policies, goals and objectives; ensure the rights and educational
23 opportunities of students; determine staffing patterns, determine the number and kinds of
24 personnel required; transfer personnel; maintain the efficiency of District operations;
25 determine the curriculum; build, move, or modify facilities; establish budget procedures
26 and determine budgetary allocation; determine the methods of raising revenue; contract
27 out work; and take action on any matter in the event of an emergency. In addition, the
28 Board retains the rights to hire, classify, assign, evaluate, promote, and discipline
29 employees.
- 30 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
31 District, the adoption of policies, rules, procedures, regulations and practices in the
32 furtherance thereof, and the use of judgment and discretion in connection therewith, shall
33 be limited only by the specific and express terms of this Agreement, and then only to the
34 extent such specific and express terms are in conformance with the law.

35 **ARTICLE 3: CSEA RIGHTS**

36 3.1 **CSEA Business**

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

40 3.1.1 An authorized CSEA representative obtains advance authorization from the
41 Superintendent or designee regarding the specific time, place, and type of
42 activity to be conducted.

43 3.1.2 The Superintendent or designee can verify that such requested activities and
44 one of facilities will not interfere with the school programs and/or duties of
45 unit members as defined.

46 3.1.3 CSEA pays a reasonable fee for expenses related to any usual wear or damage
47 and it is subject to Civic Center Act and District guidelines for the use of
48 facilities.

49 3.2 **Posting Information**

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

52 3.2.1 All postings for bulletin boards or items for school mail boxes must contain
53 the date of posting or distribution and the identification of the organization,
54 together with a designated authorization by CSEA President or other
55 authorized person.

56 3.2.2 A copy of such postings or distributions must be delivered to the
57 Superintendent or designee at the same time as posting or distribution.

58 3.2.3 CSEA will not post or distribute information which is obscene or defamatory
59 of the District or its personnel, subject to the immediate removal by the
60 District of the right to post or to distribute for a period of 90 days.

61 3.2.4 CSEA shall have exclusive use of an electronic bulletin board which shall be
62 limited to union business. Except for the designated bulletin board, unit
63 members shall use the electronic mail system for school business only. Any
64 CSEA use of the District's electronic mail system shall comply with the
65 established District rules and protocol.

66 3.3 **Dues and Fees**

67 3.3.1 Any unit member who is a member of CSEA and its Berryessa Chapter 364,
68 or who has applied for membership, may sign and deliver to the District an
69 assignment authorizing deduction of unified membership dues, initiation fees

- 70 and general assessments in CSEA. Pursuant to such authorization, the District
71 shall deduct one-tenth (1/10) of such dues from the regular salary check of the
72 unit member each month for ten (10) months. Deductions for unit members
73 who sign such authorization after the commencement of the school year shall
74 be appropriately prorated to complete payment by the end of the school year.
- 75 3.3.2 Any unit member who is not a member of CSEA and its Berryessa Chapter
76 364, or who does not make application within thirty (30) days of the effective
77 date of this agreement, or within thirty (30) days from the date of the
78 commencement of assigned duties within the bargaining unit, shall become a
79 member of CSEA or pay to CSEA a service fee in an amount equal to
80 membership dues, as determined by CSEA, payable to CSEA in one lump
81 sum cash payment in the same manner as required for the payment of member
82 dues. However, the unit member may authorize payroll deduction for such fee
83 in the same manner as provided in Section 3.3.1 of this article. In the event
84 that a unit member shall not pay such a fee directly to CSEA, or authorize
85 payment through payroll deduction as provided in Section 3.3.1, CSEA shall
86 so inform the District, and the District shall immediately begin automatic
87 payroll deduction as provided in Education Code Section 45061 and in the
88 same manner as set forth in Section 3.3.1 of this Article. CSEA shall pay the
89 additional costs, if any, for mandatory Agency Fee deductions.
- 90 3.3.3 Any unit member who is a member of a religious body whose traditional
91 tenets or teachings include objections to joining or financially supporting
92 employee organizations shall not be required to join or financially support
93 CSEA and its Berryessa Chapter 364 as a condition of employment; except
94 that such unit member shall pay, in lieu of a service fee, sums equal to such
95 service fee to one non-religious, non-labor organization, or charitable fund,
96 exempt from taxation under section 501(c)(3) of Title 26 of the Internal
97 Revenue Code. Such payment of the in-lieu service fee shall be made by
98 authorizing the District to deduct one-tenth (1/10) of such in-lieu fee from the
99 regular salary check of the unit member each month for ten (10) months or by
100 a single lump sum cash payment directly to the non-profit organization.
- 101 3.3.4 Proof of payment and a written statement of objection along with verifiable
102 evidence of membership in a religious body whose traditional tenets or
103 teachings object to joining or financially supporting employee organizations,
104 pursuant to Section 3.3.3 above, shall be made to CSEA. Proof of payment
105 shall be in the form of receipts, deductions card, and/or canceled checks
106 indicating the amount paid, date of payment, and to whom payment in lieu of
107 the service fee has been made. Such proof shall be presented on or before
108 September thirteenth (13th) of each school year.
- 109 3.3.5 Any unit member making payment as set forth in Sections 3.3.3 and 3.3.4
110 above, whether for membership dues or agency fee, the District agrees to
111 authorize the County to remit such moneys to CSEA. The District shall
112 provide an alphabetical list of unit members to CSEA on a monthly basis and

113 indicate for whom such deductions are being made, categorizing them as to
114 membership or non-membership in CSEA, and indicating any changes in
115 personnel from the list previously furnished.

116 3.3.6. CSEA agrees to furnish any information needed by the District to fulfill the
117 provisions of this article.

118 3.3.7 CSEA shall indemnify and hold harmless the District and its Board
119 individually and collectively, from any legal costs and damages arising from
120 claims, demands or liability by reason of litigation arising from this article,
121 provided that this obligation applies to litigation brought by third parties and
122 not a dispute between CSEA and the District over the interpretation or
123 application of this article.

124 3.3.8 CSEA shall have the exclusive rights to decide and determine whether any
125 action or proceeding referred to in this article shall or shall not be
126 compromised, settled, dismissed or appealed.

127 3.4 **Change of Status**

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

131 **ARTICLE 4: EMPLOYEE RIGHTS**

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

135 **ARTICLE 5: CONCERTED ACTIVITIES**

- 136 5.1 It is agreed and understood that there will be no strike, work stoppage, slow-down,
137 picketing or refusal or failure to fully and faithfully perform job functions and
138 responsibilities, or other interference with the operations of the District by CSEA or by
139 its officers, agents, or members during the term of this Agreement, including compliance
140 with the request of other labor organizations to engage in such activity.
- 141 5.2 CSEA recognizes the duty and obligations of its representatives to comply with the
142 provisions of the Agreement and to make every effort toward inducing all employees to
143 do so. In the event of a strike, work stoppage, slow-down or other interference with the
144 operations of the District by employees who are represented by CSEA, CSEA agrees in
145 good faith to take all necessary steps to cause those employees to cease such action.
- 146 5.3 It is agreed and understood that any employee violating this Article will be subject to
147 discipline up to and including termination by the District.
- 148 5.4 It is understood that in the event this Article is violated by CSEA or the District, either
149 party is entitled to take whatever appropriate legal action is available. This Section is not
150 grievable under the provisions of Article 7.
- 151 5.5 The District agrees not to lock out bargaining unit employees during the term of this
152 Agreement.

153 **ARTICLE 6: CSEA RELEASE TIME**

154 6.1 CSEA representatives will exclusively receive time off from duties for the processing of
155 grievances past the informal level of the grievance procedure, Article 7 herein, for CSEA
156 members who are designated as CSEA representatives, subject to the following
157 conditions:

158 6.1.1 Within ten (10) working days following the appointment of new
159 representatives, the CSEA President will designate in writing to the
160 Superintendent or designee CSEA representatives authorized to receive
161 release time.

162 6.1.2 For grievance processing, the designated representative shall inform his/her
163 immediate supervisor of the need to be absent no later than the work day
164 before the use of release time in order that an adequate substitute may be
165 obtained, if such is necessary.

166 6.1.3 That such time off shall be limited solely to representing a grievance in a
167 conference with a management person, beyond the informal level and in no
168 way shall this limitation include use of such time for matters such as gathering
169 information, interviewing witnesses, or preparing a presentation.

170 6.2 Two (2) days per month release time will be given to the CSEA President or designee for
171 the purpose of problem solving and other CSEA business. The District will provide a
172 substitute as needed. CSEA will generally be required to provide at least two (2) weeks
173 advance notice of the absence, but may provide lesser notice when circumstances call for
174 less notice. The advance notice must be reasonable in light of the circumstances.

175 6.3 **Annual Conference**

176 Release time without loss of compensation shall be granted to two (2) CSEA designated
177 delegates to attend the actual days the CSEA annual conference is in session. CSEA shall
178 provide the District with thirty (30) days written notice of the names of the two (2)
179 delegates that are entitled to receive release time.

180 **ARTICLE 7: GRIEVANCE**

181 It is in the best interests of unit members, the District, and CSEA to resolve problems at the
182 lowest level soon after they arise. Toward this end, unit members and their immediate
183 supervisors are encouraged to promptly address and work together to resolve problems
184 informally when possible.

185 7.1 **Definitions**

186 7.1.1 **Grievance**: An allegation by unit member(s) or CSEA of a violation of
187 specific provision(s) of the Contract.

188 7.1.2 **Working Day**: A “working day” is any day on which the central
189 administrative offices of the Berryessa Union School District are open for
190 business.

191 7.1.3 **Grievant**: A unit member, unit members, or CSEA.

192 7.2 **Grievance Procedures**

193 7.2.1 A unit member has a right to a CSEA representative at all grievance
194 conferences, and the District administrator/supervisor involved in the
195 conference may as another District representative to attend grievance
196 conferences.

197 7.2.2 No reprisal shall be invoked against any grievant for processing a grievance.

198 7.2.3 Except by mutual agreement, failure by the employer at any level to
199 communicate a decision within the specified time limit shall permit the
200 grievant to proceed to the next level.

201 7.2.4 Except by mutual agreement, failure by grievant at any level to appeal a
202 grievance to the next level within the specified time limit shall be considered
203 acceptance of the grievance at that level. All meetings to process grievance
204 will be conducted in District facilities.

205 7.2.5 If the Level 3 hearing with the Superintendent is scheduled during the
206 grievant’s regular working day, the grievant and one (1) CSEA representative
207 will receive time off from normal duties for the purpose of processing the
208 grievance.

209 7.2.6 The grievant must be present at each level of the grievance process.

210 7.2.7 In the event a grievance is filed by a unit member without the assistance of
211 CSEA, the District shall send a copy of the grievance and its resolution to
212 CSEA. Within ten (10) days of receipt, CSEA may submit a written response,
213 which shall be filed with the grievance and resolution in a grievance file.

- 214 7.2.8 Group Grievance: If the same grievance involves unit members at different
215 work sites or departments, the grievance shall be filed at Level 2.
- 216 7.3 **Level 1 – Immediate Supervisor**
- 217 7.3.1 Within ten (10) working days after the grievant knew, or reasonably should
218 have known of the condition upon which the grievance is based, the grievant
219 may present the grievance in writing, on a form to be provided by the District,
220 to the administrator with immediate administrative responsibilities for the
221 position to which the grievant is assigned.
- 222 7.3.2 The statement of grievance shall be a clear, concise statement of the
223 circumstances on which the grievance is based, the persons involved, and the
224 remedy sought.
- 225 7.3.3 Either party to the grievance shall have the right to a conference with the other
226 party.
- 227 7.3.4 The immediate supervisor shall communicate the decision to the grievant and
228 CSEA in writing within ten (10) working days after receiving the grievance.
- 229 7.4 **Level 2 – Human Resources Administrator**
- 230 7.4.1 A grievant may appeal, in writing, the decision from Level 1 to the Assistant
231 Superintendent of Human Resources within ten (10) working days after
232 receiving it.
- 233 7.4.2 This statement shall be a clear, concise statement and shall include: the
234 circumstances on which the grievance is based; the persons involved and the
235 remedy sought; an outline of actions taken to adjust the complaint; and the
236 reasons for the appeal from the decision.
- 237 7.4.3 The Assistant Superintendent of Human Resources shall confer with the
238 grievant and communicate the decision to the grievant in writing, within ten
239 (10) working days of the appeal date.
- 240 7.5 **Level 3 - Superintendent**
- 241 7.5.1 The grievant may appeal the decision from Level 2 to the Superintendent
242 within ten (10) working days after receiving it. The appeal shall be submitted
243 to the Assistant Superintendent of Human Resources who shall forward the
244 grievance to the Superintendent.
- 245 7.5.2 A conference shall be held and the Superintendent shall communicate the
246 decision to the grievant within ten (10) working days of the appeal.

247 7.6 **Level 4 – Arbitration**

248 7.6.1 If the grievant and CSEA are not satisfied with the disposition at Level 3 or
249 the time limits expire without the issuance of the Superintendent’s written
250 reply, CSEA may, within twenty (20) working days, submit the grievance to
251 arbitration. The notice of intent to arbitrate shall be submitted in writing to
252 the Superintendent within those twenty (20) working days.

253 7.6.2 The parties to the arbitration shall be the District and CSEA.

254 7.6.3 At the request of either party, a certified court reporter shall be employed to
255 personally record verbatim the entire hearing. The parties shall share equally
256 the cost of the reporter. If either party desires a transcript, that party shall pay
257 the cost of the transcript.

258 7.6.4 **Functions of the Arbitrator**

259 7.6.4.1 To hold a hearing concerning the grievance.

260 7.6.4.2 To render a written decision to CSEA and the District within
261 twenty (20) working days after the closing of the hearing unless
262 the parties agree otherwise.

263 7.6.5 **Arbitrator Selection**

264 7.6.5.1 Within ten (10) working days after written notice of submission to
265 arbitration, the California State Conciliation Service will be
266 requested by either party to supply a list of five (5) arbitrators.
267 Thereafter, the arbitrator shall be selected from the list by each
268 party, alternately striking a name, until one name remains. The
269 party striking first shall be determined by a flip of the coin.

270 7.6.5.2 The District and CSEA will share equally the payment of the
271 services and expenses of the arbitrator.

272 7.6.6 **Arbitrator’s Powers and Limitations**

273 7.6.6.1 The arbitrator shall consider only those issues that have been
274 properly carried through all prior steps of the Grievance Procedure.

275 7.6.6.2 The arbitrator shall afford the parties a reasonable opportunity to
276 present evidence, witnesses and arguments.

277 7.6.6.3 The arbitrator’s jurisdiction shall be confined to a determination of
278 the facts and interpretation of the provisions of this Agreement.

279 7.6.6.4 The arbitrator shall have no authority to interpret any state or
280 federal law when the compliance or noncompliance therewith

281 might be involved in the consideration of the grievance or to award
282 punitive damages.

283 7.6.6.5 The arbitrator's decision shall be final and binding.

284 **ARTICLE 8: COMPENSATION AND BENEFITS**

285 8.1 **Salary**

286

287 **2016-2017 Salary**

288

289 Effective July 1, 2016, the salary schedule for the 2016-2017 year shall be increased by
290 four percent (4%) over the 2015-2016 salary schedule and is attached to this Agreement
291 as Appendix A.

292

293

294 8.2 **Step Increases**

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

299 8.3 **Other Compensation**

300 8.3.1 For unit members continuously employed by the District prior to January 1,
301 2013 the District will pick up a three percent (3%) PERS buyout for those unit
302 members participating in PERS.

303 8.3.2 For unit members first employed by the District (or re-employed after a break
304 in service) on or after January 1, 2013, the District will not pick up any
305 portion of the employees' required PERS contributions.

306 8.3.3 Non-bargaining unit yard-duty work will be added to an employee's
307 bargaining unit FTE for the purpose of PERS eligibility and contributions.

308 8.4 **Working in a Higher Classification**

309 8.4.1 Bargaining unit employees shall not be required to perform duties which are
310 not fixed and prescribed for their classification, unless the duties reasonably
311 relate to those fixed for the class, for any period of time which exceeds five
312 (5) working days within a fifteen (15) calendar day period except as
313 authorized herein.

314 8.4.2 A bargaining unit employee may be required to perform duties inconsistent
315 with those assigned to the class for a period of more than five (5) working
316 days provided that his/her salary is adjusted retroactive for the entire period
317 he/she is required to work in a higher class and in such amounts as will
318 provide an amount equivalent to the higher range and the step the unit
319 member is currently on.

320 8.4.3 Unit members who are temporarily assigned to a lower classification shall
321 suffer no reduction in pay or hours as a result of the temporary assignment.

322 8.4.4 As used in this Article, “classification” shall be defined as any group of
323 positions sufficiently similar in duties, responsibilities, and authority that the
324 same job title, minimum qualifications and salary range are appropriate for all
325 positions in the classification.

326 8.5 **School Site Clerical Substitutes**

327 In the event a school site office clerical person is absent for a full school day and a
328 substitute is not provided for the full school day, the elementary school secretary or clerk
329 will be compensated an additional fifty dollars (\$50) per day for assuming the full
330 responsibilities of the absent staff person. At the middle school level the fifty dollars
331 (\$50) will be evenly divided between the secretary and/or school clerks who assumed the
332 full responsibilities. The unit member seeking compensation pursuant to this Section 8.5
333 shall submit a time sheet for payment to the Human Resources Department within 5 days
334 of performing the full responsibilities of the absent staff person. The Assistant
335 Superintendent of Human Resources may establish a limit on such additional payments
336 on a case-by-case basis if the limit is established before the work is performed.

337 8.6 **Maintaining a Classroom**

338 8.6.1 In case of certificated work stoppage, natural disaster, and/or lack of qualified
339 substitutes, a unit member may be assigned the responsibility of maintaining a
340 classroom when certificated staff is unavailable to directly maintain a
341 classroom, and periodic supervision is provided by a certificated employee.

342 8.6.2 Effective January 1, 2014, the pay for such classroom maintenance shall be
343 fourteen dollars and fifty-six cents (\$14.56) in addition to the unit member’s
344 regular pay. Effective July 1, 2014, this amount will increase to fifteen dollars
345 and thirty-six cents (\$15.36). Effective July 1, 2015, this amount will increase
346 to fifteen dollars and ninety-seven cents (\$15.97).

347 8.6.2.1 This amount shall be increased each year by the percentage
348 increase of the salary schedule as indicated above.

349 8.6.2.2 If more than one classified employee assumes the same classroom
350 responsibility, the above rate shall be divided equally.

351 8.6.2.3 The utilization of a unit member to maintain a classroom cannot
352 exceed two (2) consecutive days under any circumstances, except
353 in instances of a certificated work stoppage or natural disaster.

354 8.7 **Pay Provision and Training for Special Education Paraeducators, Case Facilitators
355 and Behavior Management Technicians**

356 8.7.1 The salary range for Special Education Paraeducator I shall be: 6.5.

357 8.7.2 The salary range for Special Education Paraeducator II shall be as follows:

358 8.7.2.1 Salary range with District certificate placement: 8.5.

359 8.7.2.2 A Special Education Paraeducator II placed in the above
360 classification must obtain a District certificate of competency in
361 order to be placed at range: 8.5.

362 8.7.2.3 Salary range with placement only: 7.5.

363 8.7.3 **Training**

364 Based on program needs, the District will determine appropriate training for
365 Special Education Paraeducator I's to become eligible to be Special Education
366 Paraeducator II's and for Special Education Paraeducator II's to become
367 eligible to be Behavior Management Technicians. The District will provide
368 this training as needed. The District will provide CSEA with the annual
369 training schedule no later than October 1 of each year.

370 8.7.4 **Daily Living Requirements**

371 8.7.4.1 Special Education Paraeducators I and II, Case Facilitators, and
372 Behavior Management Technicians I and II are expected to
373 provide daily living requirements if students require such services
374 except for a Special Education Paraeducator I employed before
375 March 1, 1997 will not be required to provide daily living
376 requirements as part of developing students' daily living skills.
377 Daily living requirements, as used in this provision, involves actual
378 bodily assistance of the student and not mere escorting or mere
379 observation for emergencies.

380 8.7.4.2 When a Special Education Paraeducator I (regardless of hire date)
381 provides daily living requirements, that individual shall receive a
382 one (1) range differential per month for the time daily living
383 requirements are provided.

384 8.7.5 **Medical Procedures**

385 8.7.5.1 The District may assign Special Education Paraeducators I and II
386 to be trained and assigned for such services to provide medical
387 procedures for students, including, but not limited to
388 catheterization, gavage feeding, injection, or suctioning. Unit
389 members assigned to provide medical procedures to students on a
390 regular basis shall be paid seventy-five dollars (\$75) a month for
391 providing these services.

392 8.7.5.2 Under the District nurse and/or principal's direction, each school
393 site will develop a backup plan to provide designated medical

- 394 procedures when the unit member assigned those duties is absent.
395 This plan shall include provisions for providing appropriate
396 training to unit members who provide the designated medical
397 procedures. Unit members providing designated medical
398 procedures on a back-up basis shall be paid ten dollars (\$10) per
399 day on which the service is provided, not to exceed a total of
400 seventy-five dollars (\$75) in any calendar month.
- 401 8.7.5.3 Unit members assigned to provide medical procedures for a
402 specific child will be provided the necessary on-the-job training for
403 the specific procedures. This training will be at the District's
404 expense and provided by qualified personnel. Interested unit
405 members (other than those in positions listed in Section 8.7.4.1)
406 can also volunteer for and receive this specific training. Upon
407 successful completion of the training, these volunteers will become
408 eligible for assignment to provide medical procedures to students.
409 The District has sole discretion to determine whether and when to
410 provide training, and to select appropriate unit members for
411 assignment to provide the medical procedures.
- 412 8.7.6 Special Education Paraeducators I and II, Behavior Management Technicians
413 I and II, and Case Facilitators shall be considered placed at the District Office
414 for purposes of assignment only.
- 415 8.7.7 When a Special Education Paraeducator I or II is assigned to a Special Day
416 Class or a Resource Program when a substitute teacher is provided, the
417 Paraeducator shall receive an additional hour of pay for each day with the
418 substitute, except in the case of the assignment of a long-term substitute, in
419 which case the Paraeducator will be paid an additional hour for only the first
420 ten (10) days.
- 421 8.8 **Longevity**
- 422 8.8.1 Unit members must be in paid status at least seventy-five percent (75%) of the
423 school year in order to receive credit for a year of service.
- 424 8.8.2 Unit members will receive longevity steps on July 1 as follow:
- 425 beginning of the 7th consecutive year – 4% increase in base salary
426 beginning of the 12th consecutive year – 7% increase in base salary
427 beginning of the 17th consecutive year – 10% increase in base salary
428 beginning of the 21st consecutive year – 13% increase in base salary
429 beginning of the 25th consecutive year – 16% increase in base salary.
430
- 431 8.8.3 Unit members with breaks-in-service shall be eligible to have all years
432 counted for longevity effective November 1, 1987.

433 8.9 **Health and Welfare Benefits**

434 8.9.1 **Medical Premiums**

435 For the school years 2015-2016 through 2016-2017, medical benefits will be
436 provided by participation in the CalPERS Health Benefits Program, the Public
437 Employees' Medical and Hospital Care Act (PEMHCA). Unit members may
438 choose any one of the plans offered by CalPERS, and must comply with all
439 applicable rules and regulations of the CalPERS Health Benefits Program and
440 PEMHCA. The District shall make contributions toward CalPERS medical
441 premiums for unit members as described below:

442 8.9.1.1 **District Basic Contribution For Medical Premiums**

443 As required by California Government Code Section 22892,
444 effective January 1, 2014, the District will contribute one hundred
445 and nineteen dollars (\$119) per month per eligible full-time unit
446 member for an approved CalPERS health plan option. The
447 amount required by Government Code Section 22892 shall be the
448 District's Basic employee only medical benefits Contribution.
449 This Basic Contribution is required only to the extent mandated by
450 law and only as long as the District participates in the PEMHCA
451 plan.

452 8.9.1.2 **District Supplemental Benefits Contribution For Medical**
453 **Premiums Through December 31, 2016**

454 Effective January 1, 2016, the District will provide to each eligible
455 full-time unit member a supplemental monthly contribution toward
456 the costs of the medical plans that, when added to the District
457 Basic Contribution in Section 8.9.1.1 will not exceed the following
458 amounts:

- 459
- 460 • \$1,075 per month for unit members enrolled in employee only
medical benefit plans; and
 - 461 • \$1,232 per month for unit members enrolled in two-party or
462 family medical benefits plans.

463 The supplemental benefits contribution shall be prorated for part-
464 time unit members as described in Section 8.9.3.

465 8.9.1.3 **District Supplemental Benefits Contribution For Medical**
466 **Premiums Beginning January 1, 2017**

467 Effective January 1, 2017, the District will provide to each eligible
468 full-time unit member a supplemental monthly contribution toward
469 the costs of the medical plans that, when added to the District

470 Basic Contribution in Section 8.9.1.1 will not exceed the following
471 amounts:

- 472 • \$1,075 per month for unit members enrolled in employee only
473 medical benefit plans; and
- 474 • \$1,294 per month for unit members enrolled in two-party or
475 family medical benefits plans.

476 The supplemental benefits contribution shall be prorated for part-
477 time unit members as described in Section 8.9.3.

478 8.9.2 **Dental and Vision Premiums**

479 The District will pay the cost of the dental and vision insurance premiums, up
480 to the combined total of the Delta Dental composite rate and the Vision
481 Services composite rate. The District will maintain the benefit specifications
482 that exist as of January 1, 2016 until at least December 31, 2017.

483 8.9.3 **Part-time Employees – Pro-Ration of Benefits**

484 8.9.3.1 Unit members hired prior to January 1, 1978, will be entitled to a
485 pro-ration of medical, dental, and vision benefits regardless of
486 number of hours worked. Unit members hired after January 1,
487 1978, must serve four (4) hours or more per day to qualify on a
488 pro-rata basis.

489 8.9.3.2 Ten (10) month employees shall have their annual health and
490 welfare payment prorated over the ten (10) month work period.

491 8.10 **Domestic Partners**

492 8.10.1 Domestic partners will be covered by the District's health and welfare plans to
493 the extent that the District carriers provide such coverage.

494 8.10.2 The District will provide health benefits for qualified domestic partners of
495 bargaining unit members to the same extent, and subject to the same terms and
496 conditions, as health benefits are available to dependents of unit members
497 under this Agreement. This coverage is conditioned upon the domestic
498 partner meeting all of the criteria of California Family Code Section 297, and
499 upon the unit member presenting the District with proof that a valid
500 declaration of domestic partnership has been filed pursuant to the above
501 Family Code Section or with any local agency registering domestic
502 partnership.

503 8.11 **Section 125 Plan**

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

509 8.12 **Retiree Medical Benefits**

510 8.12.1 For unit members hired on or after July 1, 2007, the District shall be required
511 to provide only the District Basic Contribution toward medical premiums set
512 forth in Section 8.9.1.1. This District Basic Contribution shall be required
513 only to the extent required by law, and only as long as the District participates
514 in the PEMHCA plan.

515 8.12.2 For unit members hired before July 1, 2007, and retiring on or after July 1,
516 2008, the District shall provide unit members retiring at the age of fifty-five
517 (55) or older, fringe benefits premium contributions according to the
518 following schedule:

519 8.12.2.1 The District Basic Contribution required by Section 8.9.1.1 and
520 Government Code Section 22892.

521 8.12.2.2 In addition to the District Basic Contribution for retired unit
522 members with fifteen (15) up to twenty (20) years of District
523 service, the District shall provide an amount for unit member only
524 medical coverage that, when added to the District Basic
525 Contribution required by Section 8.9.1.1, will not exceed the
526 Kaiser single party rate in effect on the date the unit member's
527 retirement becomes effective;

528 8.12.2.3 In addition to the District Basic Contribution for retired unit
529 members with twenty (20) and up to thirty (30) years of District
530 service, the District shall provide premiums for dental and vision
531 coverage and an amount for unit member only medical coverage
532 only that, when added to the District Basic Contribution required
533 by Section 8.9.1.1 will not exceed the Kaiser single party rate in
534 effect on the date the unit member's retirement becomes effective.

535 8.12.2.4 In addition to the District Basic Contribution, for retired unit
536 members with thirty (30) years or more of District service who
537 were hired before January 1, 2002, the District shall provide an
538 amount for the retiree and spouse or domestic partner premiums
539 for dental and vision coverage and medical coverage that, when
540 added to the District Basic Contribution required by Section
541 8.9.1.1, will not exceed the Kaiser two-party rate, dental rate, and

- 542 vision rate. Unit members hired on or after January 1, 2002, with
543 thirty (30) years or more of District service shall receive the same
544 retiree health benefits contributions as that described in Section
545 8.12.3.3 for retired unit members with twenty to thirty (20-30)
546 years of District service.
- 547 8.12.3 For unit members hired before July 1, 2007, and retiring before July 1, 2008,
548 the District shall provide unit members retiring at the age of fifty-five (55) or
549 older, fringe benefits premium contributions according to the following
550 schedule:
- 551 8.12.3.1 The District Basic Contribution required by Section 8.9.1.1 and
552 Government Code Section 22892.
- 553 8.12.3.2 In addition to the District Basic Contribution, for retired unit
554 members with at least fifteen (15) and up to twenty (20) years of
555 District service, the District shall provide an amount for unit
556 member only coverage that, when added to the District Basic
557 Contribution required by Section 8.9.1.1 will not exceed the Kaiser
558 single party rate.
- 559 8.12.3.3 In addition to the District Basic Contribution for retired unit
560 members with at least twenty (20) and up to thirty (30) years of
561 District service, the District shall provide premiums for dental and
562 vision coverage and an amount for unit member coverage only
563 that, when added to the District Basic Contribution required by
564 Section 8.9.1.1 will not exceed the Kaiser single party rate, dental
565 rate and vision rate.
- 566 8.12.3.4 In addition to the District Basic Contribution for retired unit
567 members with thirty (30) or more years of District service, the
568 District shall provide premiums for dental and vision coverage and
569 an amount for the retiree and spouse or domestic partner coverage
570 that, when added to the District Basic Contribution required by
571 Section 8.9.1.1, will not exceed the Kaiser two-party rate, dental
572 rate and vision rate.
- 573 8.12.4 The years of service described in Sections 8.12.2 and 8.12.3 must be as a unit
574 member in the Berryessa Union School District.
- 575 8.12.5 For retired unit members who worked part-time at the time of retirement, the
576 District's premium contribution described in this Section 8.12 shall be
577 prorated based on the number of hours worked.
- 578 8.12.6 The payment of premiums (if any) required under Section 8.12 will continue
579 until the unit member-retiree is eligible for Medicare or reaches the age of
580 sixty-five (65), whichever event occurs first. When the unit member retiree is

- 581 eligible for Medicare or reaches the age of sixty-five (65) (whichever occurs
582 first), the unit member-retiree shall be eligible only for the District Basic
583 Contribution as required by Section 8.9.1.1 and Government Code Section
584 22892, and only to the extent that such contribution is required by law.
- 585 8.12.7 To be eligible for retiree medical benefits under Section 8.12, the unit member
586 must have been on paid status in the District or on approved leave at the time
587 of retirement and comply with all applicable rules and requirements for
588 eligibility and participation in retiree medical benefits through CalPERS,
589 including but not limited to the requirement that the unit member retires under
590 CalPERS, and that the unit member must have been enrolled in a CalPERS
591 health plan as an active employee at the time of retirement.
- 592 8.12.8 In lieu of any fringe benefits for those qualifying under this Section 8.12, a
593 unit member with twenty (20) or more years of Berryessa Union School
594 District service, may elect to receive a one (1) time payment calculated on five
595 hundred dollars (\$500) per each year of District service, up to a maximum of
596 fifteen thousand dollars (\$15,000).
- 597 8.13 **Professional Growth Program**
- 598 8.13.1 **Establishment of Professional Growth Committee**
- 599 The President of the Majority Classified Organization shall appoint a
600 Professional Growth Chairperson for a one (1) year term. Three (3)
601 committee members shall be chosen by the affected units (CSEA, Teamsters,
602 and Classified Confidential Management Team). It shall be up to the units to
603 decide on their selection process, with one (1) administrative staff member,
604 the Superintendent or designee, for a total of five (5) members.
- 605 8.13.2 **Duties of the Committee**
- 606 Committee members will approve/disapprove requests for Professional
607 Growth, for their respective bargaining units. The Committee will review all
608 Professional Growth applications monthly. The committee will assist the
609 District in preparing goals for the Professional Growth Program, investigate
610 inside/outside resources for the Professional Growth Program and increase
611 awareness of the program among employees.
- 612 8.13.3 **Professional Growth Requirements**
- 613 Professional Growth increments will be awarded as set forth in this Section
614 8.13. Professional Growth Increments may be earned by completing nine (9)
615 units of work in junior college, University or State college, and Adult
616 Education (including seminars and workshops). Effective July 1, 1998,
617 Professional Growth Increments will be paid at two hundred and fifty dollars
618 (\$250) per increment paid in a lump sum on November 30. All CSEA unit
619 members shall be eligible to participate in the Professional Growth program.

620 8.13.4 **Unit Evaluation Requirements**

621 8.13.4.1 All units approved and earned after July 1, 1998, must be job
622 related.

623 8.13.4.2 Credit may be granted only for courses completed after July 1,
624 1971, or the date of beginning employment with Berryessa Union
625 School District, whichever is later.

626 8.13.4.3 One (1) unit (or one (1) semester) normally represents one (1) hour
627 per week during one (1) semester in lecture or recitation work with
628 necessary preparation time, or three (3) hours per week in
629 laboratory or other work not requiring homework or other
630 preparation.

631 8.13.4.4 Credit for classes in adult education or other approved education
632 experience (including seminars and workshops) will be granted as
633 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

634 8.13.4.5 Credit for adult education courses, seminars, and/or workshops that
635 are less than five (5) hours in length may be combined in order to
636 earn professional growth units and increments.

637 8.13.4.6 In order to receive credit for the course, all unit members taking
638 courses in adult education must obtain a satisfactory grade and
639 follow the attendance schedule (see absences permitted). Courses
640 may only be repeated if the unit member fails the course. Credit
641 for District units may be carried into the succeeding school year.

642 8.13.5 **Procedures**

643 8.13.5.1 Get Professional Growth form from the office of Human
644 Resources. Fill out completely. Obtain supervisor's approval
645 signature.

- 646 8.13.5.2 Submit the signed form to the CSEA Professional Growth
647 Committee Member.
- 648 8.13.5.3 After approval/disapproval, the committee member will forward to
649 the Assistant Superintendent of Human Resources for counter
650 signature. After the Assistant Superintendent of Human Resources
651 approves/disapproves, the form will be forwarded to the
652 Professional Growth Committee Chairperson for committee
653 review.
- 654 8.13.5.4 It is the responsibility of the classified employee to apply for
655 Professional Growth Credit and verify completion of course work
656 with the Human Resources Department. An official transcript,
657 verified grade card, instructor's signed statement, or signed
658 certificate of completion covering work completed and on file in
659 the Human Resources Department within three (3) months of
660 completing the class.
- 661 8.13.5.5 Courses submitted for credit must be approved prior to beginning
662 classes.
- 663 8.13.6 **Denial of Request for Professional Growth**
- 664 If a request for Professional Growth is denied, the person denying the request
665 will attach a brief statement of explanation. If the unit member feels that the
666 denial is inappropriate, the unit member shall meet with the Assistant
667 Superintendent of Human Resources. Should the denial stand, the Assistant
668 Superintendent of Human Resources shall notify the Professional Growth
669 Committee Chairperson. The denial will be reviewed at the next meeting of
670 the committee, which may overturn the decision or uphold it.
- 671 8.14 **Staff Development**
- 672 Each school year, the District will deposit five thousand dollars (\$5,000) into a fund to
673 provide staff development for unit members. A committee of CSEA representatives and
674 District administrators will review and approve proposals for use of these funds. The
675 committee shall be comprised of the following four (4) members: (1) the CSEA President
676 or designee, (2) a second representative appointed by CSEA, (3) the Assistant
677 Superintendent of Human Resources or designee, and (4) The Assistant Superintendent of
678 Educational Services or designee. Any money left in the account at the end of the fiscal
679 year will be "rolled over" to the following year up to a maximum of twenty-five thousand
680 dollars (\$25,000).
- 681 8.15 **Career Ladder**
- 682 8.15.1 Each school year, five thousand dollars (\$5,000) will be set aside by the District
683 in support of a Career Ladder for unit members who are working towards
684 completing requirements for a teaching or other services credential issued by the

685 California Commission on Teacher Credentialing. Any money left in the account
686 at the end of the fiscal year will be “rolled over” to the following year.

687 8.15.2 A committee of CSEA representatives and District administrators will review
688 each application to determine whether to grant or deny the request. The
689 committee may approve applications for up to a maximum of \$1,200 per year for
690 approved career ladder activities. No later than December 31, 2015, the District
691 and CSEA shall develop application requirements and parameters for approving
692 applications for funding pursuant to this Section 8.15.

693 8.16 **District Work Opportunities Outside Bargaining Unit**

694 Within the first three (3) weeks of the school year, Human Resources Department will
695 notify the CSEA President and unit members of the District’s hourly rate for before-
696 school and after-school instruction. This is not CSEA bargaining unit work, and as such,
697 will be considered employment separate from any unit position, and not part of overtime
698 calculations or eligibility for benefits.

699 8.17 **Payment of Compensation**

700 8.17.1 The monthly salary will be calculated by multiplying the hourly rate by one
701 hundred and seventy-four (174).

702 8.17.2 Each unit member will receive their regular monthly pay on the last working
703 day of the month. If any unit member works less than one (1) full month, then
704 the unit member will receive a pro-ration of their monthly pay rate on the last
705 working day of the month.

706 8.18 **Emergency School/Work Site Closure**

707
708 In the event that a school or other worksite must be closed as the result of an emergency,
709 epidemic, quarantine, or other condition involving the health or safety of employees or
710 students, the District will notify CSEA as soon as reasonably possible of the closure.
711 Upon request of CSEA, the District will meet promptly with CSEA and will negotiate
712 regarding impacts identified by CSEA of the closure on compensation, vacation leaves,
713 safety, and any other mandatory subjects of bargaining to the extent required by the
714 Education Employment Relations Act and the provisions of this Negotiated Agreement,
715 including but not limited to Article 2.

716 **ARTICLE 9: PROBATION AND EVALUATION**

717 9.1 **Probationary Unit Members**

718 9.1.1 **Probationary Period – New Hires**

719 The probationary period for all classified unit members new to the District
720 shall be six (6) months in paid status. The District may release a probationary
721 unit member new to the District at any time during the probationary period by
722 providing notice to the probationary unit member.

723 9.1.2 **Probationary Period – Promoted Unit Members**

724 9.1.2.1 All unit members who are promoted into a higher classification
725 will have a probationary period of forty-five (45) workdays in paid
726 status. The District may, at its discretion, extend this probationary
727 period for an additional period of up to forty-five (45) workdays.

728 9.1.2.2 Unit members in probationary status due to a promotion will have
729 the right to return to their previous position within the first two
730 months of the probationary period. A substitute may be employed
731 to fill the vacancy for the two-month period.

732 9.1.2.2.1 In order to assist the probationary unit member in
733 making a decision whether or not to return to their
734 prior position, and upon request of the probationary
735 unit member, the immediate supervisor will provide
736 an initial assessment of the likelihood of
737 successfully completing probation.

738 9.1.2.2.2 A permanent unit member who is promoted to a
739 new position and fails to successfully complete
740 probation in the new position shall be employed in
741 the classification from which he or she was
742 promoted.

743 9.2 **Evaluation System Purposes And Goals**

744 The evaluation system should assist unit members and evaluators in focusing on the
745 important elements of effective evaluation. Throughout the evaluation process, the
746 evaluator and unit member should be mindful of the multiple activities and
747 responsibilities of unit members that contribute to student learning and the success of the
748 District. The District and Association will continue to work together to support the
749 professional growth and effectiveness of unit members.

750 9.3 **Evaluation of Permanent Unit Members**

751 9.3.1 Permanent unit members shall be evaluated every other year by June 1, and
752 may be evaluated yearly at the evaluator's discretion. Permanent unit
753 members transferred must be evaluated by their new supervisor during the
754 first year of reassignment by June 1. The unit member shall receive a copy of
755 the completed evaluation. The supervisor shall hold a conference with the
756 unit member to discuss the written evaluation.

757 9.3.2 Prior to the evaluation, the District shall inform permanent unit members of
758 who will serve as the evaluator.

759 9.3.3 Any less than satisfactory designation must be described in writing, and in the
760 event of an overall unsatisfactory evaluation, the supervisor and the unit
761 member shall collaboratively develop methods of improvement. The
762 supervisor shall assist the unit member in achieving improvements. The unit
763 member shall cooperate in this program.

764 9.3.4 If, during the rating period, a unit member works a split assignment at two (2)
765 sites, the District may require the immediate supervisor at each site to provide
766 separate evaluations, or may require the two (2) supervisors to jointly evaluate
767 the unit member.

768 9.3.5 All unit members have a right to respond to any evaluation and to have that
769 response attached to the evaluation within ten (10) workdays.

770 9.4 **Evaluation Of Newly Hired Probationary Unit Members**

771 Probationary unit members new to the District shall be evaluated by their immediate
772 supervisors during the second (2nd) and sixth (6th) month of the probationary period.
773 The evaluation shall be in writing, and the probationary unit member shall have a right to
774 respond to any evaluation and to have the response attached to the evaluation within ten
775 (10) workdays.

776 9.5 **Evaluation Form**

777 The evaluation form, *Classified Employee's Work Performance Report*, is attached as
778 Appendix F.

779 **ARTICLE 10: VACANCIES TRANSFERS AND PROMOTIONS**

780 10.1 **Definitions**

781 10.1.1 **Transfer**

782 A transfer is the movement of a unit member from one work site to another
783 work site within the same classification or within the same salary range,
784 which is non-promotional in nature. A voluntary transfer is a transfer initiated
785 by a unit member. An administrative transfer is a District-initiated transfer.

786 10.1.2 **Promotion**

787 A promotion is the movement within the bargaining unit of a unit member
788 from one classification to another classification with a higher salary range
789 designation. See Article 9, Section 9.1.2, for provisions on promotional
790 probationary period.

791 10.2 **Procedure for Posting and Filling Vacancies**

792 10.2.1 **Determining Existence of Vacancies**

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

795 10.2.2 **Posting Notice of Transfer Opportunities**

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

802 10.2.3 **Posting Notice of Vacancy**

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

808 10.2.4 **Notice and Posting Procedures**

809 10.2.4.1 The vacancy notice shall include: the job title, brief description of
810 duties, the assigned work site, the number of hours per week, the
811 salary range, the date of the posting, the closing date for
812 applications, and a statement of the selection criteria. A job

813 description shall be provided by Human Resources Department
814 upon request.

815 10.2.4.2 All vacancy notices shall be posted at a designated area at each
816 work site. The District will also send notices of vacant positions
817 under Sections 10.2.2 and 10.2.3 by e-mail to all unit members
818 who have District e-mail accounts.

819 10.2.5 **Notice During Recess**

820 Notice of vacancies occurring during recess periods will be mailed only to
821 unit members who submit a written request to receive mailed notices during
822 recess periods or vacations.

823 10.2.6 **Screening of Applicants**

824 The District will paper screen all applications to determine if all the minimum
825 qualifications are met based on the job description. The District retains the
826 right to determine qualifications of candidates. A bargaining unit applicant
827 who meets the minimum qualifications for the vacancy shall be granted an
828 interview. Unit members on probationary or remediation status shall not be
829 eligible automatically for an interview.

830 10.2.7 **Selection Process**

831 10.2.7.1 After the screening process has been completed, the selection will
832 be based on:

833 10.2.7.1.1 Training

834 10.2.7.1.2 Specified skills, and

835 10.2.7.1.3 Prior experience

836 10.2.7.2 The above criteria will be assessed for each candidate through an
837 interview and/or a formal test.

838 10.2.7.3 If candidates are judged equal after the assessment, the seniority
839 within the District shall be the determining factor.

840 10.2.7.4 Within fifteen (15) days of a request by an unsuccessful candidate,
841 the Assistant Superintendent of Human Resources or designee
842 shall meet and provide reasons for non-selection based on the
843 established selection criteria.

844 10.2.7.5 The Association shall have the right to appoint a unit member to
845 serve on each interview panel. The Association will, during the
846 first full week of each school year, submit to the Human Resources

847 Department a list of names of those unit members who the
848 Association, through its Chapter President or designee, has
849 appointed to serve on any upcoming/future interview panels.

850 10.3 **Administrative Transfer**

851 10.3.1 **Transfer**

852 An administrative transfer may be initiated by the District at any time such
853 transfer is in the best interest of the District based on work-related needs. The
854 unit member affected by such transfer and the Association will be given notice
855 as soon as possible. Upon request, the unit member shall be afforded the
856 opportunity to meet with the Assistant Superintendent of Human Resources or
857 designee regarding the transfer.

858 10.3.2 **Accommodation for Disability**

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

863 10.3.3 **District Reorganization**

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

866 10.4 **Substitute Service While Filling Vacancy**

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

873 10.5 **Part-time Unit Members Working as Substitutes**

874 10.5.1 Part-time unit members may act as substitutes or may assume short-term
875 positions in those hours that they are not regularly employed. To be
876 considered, the unit member must place his/her name on a District list; the
877 unit member must be qualified; and the extra work may be assigned without
878 administrative difficulties.

879 10.5.2 The unit member's status in these positions remains as substitute or short-
880 term. A unit member does not accrue seniority or gain hours for benefit
881 eligibility. The pay rate will be in accordance with Article 8.4, Working in a
882 Higher Classification.

883 10.6 **Promotional Pay**

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

887

888 10.7 **Training**

889 When filling vacancies, the District shall consider the training needs of the unit member
890 filling the vacancy and make training available as deemed appropriate by the District.
891 The unit member shall inform his/her immediate supervisor within the first two weeks of
892 working in the new position if he/she requests additional training.

893 **ARTICLE 11: LEAVE PROVISIONS**

894 11.1 **Sick Leave**

895 11.1.1 A unit member who is absent for any reason must report by telephone to the
896 unit member's department head or designee on the first day of such absence,
897 unless prior approval has been obtained. Failure to report an absence is
898 considered a serious offense and continual failure to submit such a report will
899 be considered grounds for dismissal.

900 11.1.2 Whenever illness/injury causes absence of five (5) or more consecutive days,
901 the unit member shall provide to the Assistant Superintendent of Human
902 Resources, a written statement that a physician certifying the nature of the
903 disability. The physician's statement shall be specific as to health condition
904 and as to the disabling effects of the health condition. At reasonable intervals
905 thereafter, the District may require from the unit member additional written
906 statements by a physician certifying to the continuing nature for the disability.

907 11.1.3 In the event of a scheduled disability (surgery, childbirth, etc.) the unit
908 member shall notify the Assistant Superintendent of Human Resources in
909 writing of the anticipated absence. Such notification shall include the
910 anticipated beginning and ending dates of the leave. Whenever possible, such
911 notification shall be provided at least twenty (20) working days prior to the
912 scheduled disability.

913 11.1.3.1 Definition:

914 Sick Leave is defined as the authorized absence from duty of a unit
915 member because of:

916 11.1.3.1.1 The unit member's own illness or injury not
917 covered by Worker's Compensation.

918 11.1.3.1.2 The unit member's dental, eye, and other physical
919 or medical examination or treatment by a licensed
920 practitioner.

921 11.2 **Paid Sick Leave**

922 11.2.1 A regular unit member shall earn paid sick leave in accordance with the
923 provisions of the Education Code. Unused sick leave may be accumulated
924 without limit.

925 11.2.2 At the beginning of each fiscal year, the number of sick leave days of the unit
926 member shall be increased by the number of days of paid sick leave, which
927 the unit member would normally earn in the ensuing fiscal year. A unit

- 928 member's number of sick leave shall be adjusted if a change of assignment
929 alters the amount of sick leave earnable.
- 930 11.2.3 Sick leave may be taken at any time, provided that new unit members shall
931 not be eligible to use more than six (6) days of paid sick leave until the first
932 day of the calendar month after completion of six (6) months active service
933 with the District.
- 934 11.2.4 Unit members shall have sick leave absence deducted in ¼-hour increments.
935 In order to receive compensation while absent on sick leave, the unit member
936 must notify the supervisor of the absence at least one (1) hour before the
937 beginning of the working day on the first day absent, unless conditions make
938 notification impossible. The burden of proof of impossible conditions shall be
939 upon the unit member.
- 940 11.2.5 At least one (1) day prior to the unit member's expected return to work, the
941 unit member shall notify the supervisor in order that any substitute may be
942 terminated. If the unit member fails to notify the supervisor and both the unit
943 member and the substitute report, the substitute is entitled to the assignment,
944 and the unit member shall not receive pay for that day.
- 945 11.2.6 Unit members have the option to verify prior sick leave credit and request
946 adjustments. The Payroll Department shall maintain records of sick leave
947 utilization and balance.
- 948 11.2.7 The entitlements to regular paid sick leave, vacation time, compensatory time,
949 Family Medical Leave, and catastrophic benefits shall run concurrently with
950 the five-months of extended sick leave.
- 951 11.3 **Additional Sick Leave**
- 952 11.3.1 After expiration of paid sick leave, a unit member who is ill or injured may,
953 upon request, use accumulated vacation or compensatory time, to avoid leave
954 without pay.
- 955 11.3.2 For a period not to exceed five (5) calendar months from the first day of the
956 extended illness or injury, including the exhaustion of all paid sick leave,
957 vacation time, and compensatory time, a unit member shall be paid at the rate
958 of fifty percent (50%) of the employee's regular salary.
- 959 11.4 **Termination of Sick Leave**
- 960 A unit member who has been placed on paid or unpaid sick leave may return to duty at
961 any time during the leave, provided that the unit member is able to resume the assigned
962 duties, and if the leave has been for more than twenty (20) working days, provided that
963 the unit member has notified the District of the employee's return at least one (1)
964 working day in advance.

965 11.5 **Exhaustion of Sick Leave and Any Leave Without Pay**

966 11.5.1 Leave of absence without pay may be granted to a unit member who has
967 exhausted all entitlement to sick leave, vacation, and other available paid
968 leave, excluding catastrophic leave benefit, and who continues to be absent
969 because of illness/injury. Such leave may be granted for a period of time not
970 to exceed six (6) months. The Board may renew the leave of absence without
971 pay for two (2) additional six (6) month periods or such lesser leave periods
972 that it may provide, but not exceed a total of eighteen (18) months.

973 11.5.2 At the conclusion of all paid and unpaid leaves, excluding catastrophic leave
974 benefit, if the unit member is unable to assume the duties of the position, or
975 the unit member is not transferred to another position, the unit member shall
976 be placed on a re-employment list for a period of 39 months.

977 11.5.3 When available, during the 39-month period, he/she shall be employed,
978 provided he/she is medically able, in a vacant position in the classification
979 previously held over all other available candidates except for re-employment
980 lists established because of lack of work or lack of funds, in which case he/she
981 shall be listed in accordance with appropriate seniority regulations. Any unit
982 member receiving benefits as a result of this Section shall, during periods of
983 injury or illness, remain within the State of California unless the Board of
984 Trustees authorizes travel outside the state. A unit member who has been
985 placed on a re-employment list, as provided herein, who has been medically
986 released for return to duty and who fails to accept an appropriate assignment
987 shall be dropped from the re-employment list.

988 11.5.4 Upon return from the re-employment list and the resumption of duties, the
989 break in service will be disregarded and the unit member shall be fully
990 restored as a permanent employee.

991 11.6 **Industrial Accident and Illness Leave**

992 11.6.1 As a result of an industrial accident leave, the District shall endorse benefit
993 checks received from the Worker's Compensation Carrier to the unit member
994 (when possible). These checks will be available with the unit member's
995 regular warrant. The unit member's warrant will be adjusted to reflect
996 appropriate earnings. If, within the sixty (60) working day period, a unit
997 member who is on leave is released by a medical practitioner to return to work
998 without restrictions, the unit member shall assume his/her normal duties on
999 the second working day following his/her release. Periods for leave of
1000 absence, paid or unpaid, shall not be considered a break in service for the unit
1001 member on leave.

1002 11.6.2 Payment for wages lost on any day shall not, when added to an award granted
1003 the unit member under the Worker's Compensation laws of this state, exceed
1004 the normal wage for the day. The industrial accident or illness leave is to be

1005 use in lieu of all other sick leave benefits. When entitlement to industrial
1006 accident or illness leave under this Section has been exhausted, entitlement to
1007 all other sick leave, vacation or other paid leave may then be used.

1008 11.6.3 If, however, a unit member is still receiving temporary disability payments
1009 under the Worker's Compensation laws of this state at the time of the
1010 exhaustion of benefits under this Section, he/she shall be entitled to use only
1011 so much of his/her accumulated and available normal sick leave and vacation
1012 leave, which when added to the Worker's Compensation award, provides for a
1013 day's pay at the regular rate of pay.

1014 11.6.4 During all paid leaves of absence, the unit member shall endorse to the
1015 District wage loss benefit checks received under worker's compensation law.
1016 The District shall issue the unit member appropriate warrants for payment of
1017 wages or salary and shall deduct normal retirement and other authorized
1018 contributions when all available leaves of absences, paid or unpaid, have been
1019 exhausted. Any unit member receiving benefits as a result of this Section
1020 shall, during periods of injury or illness, remain within the State of California
1021 unless the Board of Trustees authorizes travel outside the state.

1022 11.6.5 When all available leaves of absence, paid or unpaid, have been exhausted,
1023 and if the unit member is medically unable to assume the duties of the unit
1024 member's position, the unit member shall, if not placed in another position, be
1025 placed on a re-employment list for a period of thirty-nine (39) months. When
1026 available, during the thirty-nine (39)-month period, the person shall be
1027 employed in a vacant position in the class of the previous assignment over all
1028 other available candidates, except for the re-employment list established
1029 because of lack of work or lack of funds, in which case the person shall be
1030 listed in accordance with appropriate seniority. A person who has been placed
1031 on a re-employment list, and has been medically released for return to duty
1032 and who fails to accept an appropriate position shall be dismissed.

1033 11.7 **Bereavement Leave**

1034 Each unit member is entitled to a leave of absence, not to exceed five (5) days on account
1035 of the death of any member of the unit member's immediate family. The immediate
1036 family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-
1037 in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild
1038 of the unit member, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or
1039 any relative of a spouse living in the immediate household of the unit member.

1040 11.8 **Sick Leave for Personal Necessity**

1041 11.8.1 Up to seven (7) days of the leave granted annually to unit members for
1042 personal illness may be used by the unit member for reasons of personal
1043 necessity.

1044 11.8.2 Business of an emergency or urgent nature, accidents, family illness, court
1045 appearances, deaths, imminent danger to home or personal property, and other
1046 unforeseen occurrences which require the presence of the unit member are
1047 representative of those situations which constitute personal necessity.
1048 Medical and dental appointments meet the definition of sick leave as stated in
1049 Section 11.1.3.1.2 and shall be reported as sick leave. Personal necessity
1050 leave may not be used for the purpose of extending a weekend, vacation or
1051 holiday.

1052 11.8.3 Each unit member may utilize the provisions of this Section to take care of
1053 personal business which, under the circumstances, the unit member cannot
1054 reasonably be expected to disregard and which requires his/her attention
1055 during his/her assigned hours of service.

1056 11.8.4 Prior approval for utilization of personal necessity days is required except
1057 when prior approval is not reasonably possible due to the circumstances of the
1058 need for the leave. The unit member shall inform his/her supervisor of the
1059 general nature of the personal necessity, but shall not be required to provide
1060 personal and private details beyond the information required to show that the
1061 leave qualifies for personal necessity.

1062 11.8.5 Seven (7) days represents the maximum allowable number of days available
1063 in any school year for personal necessity leave. Personal necessity days may
1064 not be carried over from one year to the next.

1065 11.8.6 Absences from duty related to employee organizational concerns or work
1066 stoppage shall not be charged to personal necessity.

1067 11.8.7 It shall continue to be the responsibility of the unit member to notify the
1068 department head or supervisor of his/her absence.

1069 11.9 **Official Business**

1070 Personnel may be excused from duty without loss of pay for participation in Board-
1071 approved professional meetings of value to the District. These absences from duty shall
1072 be classified as official business. Legally authorized expenses, including mileage to
1073 people so authorized, will be allowed.

1074 11.10 **Legal Commitments and Transactions**

1075 Leaves of absence to serve on a jury or to appear as a witness in court other than as a
1076 litigant shall be granted with no loss in pay provided the employee endorses the fee
1077 received, exclusive of mileage allowance to the District. At the unit member's option
1078 such leave of absence will be granted without pay.

1079 11.11 **Military Leave**

1080 11.11.1 Every unit member, who enters the military of the United States or the State
1081 of California, is entitled to a military leave. Such absence does not affect
1082 classification and does not constitute a break in service. However, this
1083 absence does not count as part of the probationary period required as a
1084 condition precedent to classification as a permanent employee.

1085 11.11.2 Within six (6) months after a unit member honorably leaves the service, the
1086 unit member is entitled to the position formerly held at a salary the unit
1087 member would have received had the unit member not been on military leave.
1088 Unit members ordered into military service are entitled to one (1) month's pay
1089 from the school district if one (1) year of service has been rendered in the
1090 District. Members of the National Guard are entitled to leave without regard
1091 to the length of their public service, but this does not include one (1) month's
1092 pay.

1093 11.12 **Family Medical Leave**

1094 Unit members are eligible for leave without pay under the Federal Family and Medical
1095 Leave Act (FMLA) and the California Family Rights Act (CFRA). This leave is subject
1096 to the District rules and regulations implementing the Acts. These rules and regulations
1097 will be attached to, and become part of, the collective bargaining agreement as Appendix
1098 E.

1099 11.13 **Leave of Absence Without Pay**

1100 Leave of absence without pay may be granted to a permanent unit member upon written
1101 request by the unit member to the Assistant Superintendent of Human Resources and the
1102 approval of the Board of Trustees, subject to the following restrictions:

1103 11.13.1 **Education Leave**

1104 Leave of absence without pay may be granted to a unit member for the
1105 purpose of permitting study by the unit member or for the purpose of
1106 retraining the unit member to meet changing conditions within the District.
1107 Such leave shall not exceed one (1) year in length. The Board may provide
1108 that such leave be taken in separate six (6) month periods or in any other
1109 appropriate periods, rather than for a continuous one (1) year period, provided
1110 that the separate periods of leave of absence shall be commenced and
1111 completed within a three (3) year period.

1112 11.13.2 **Child-Rearing Leave**

1113 The Board may grant child-rearing leave to classified personnel. The granting
1114 of such leave is subject to the following conditions.

- 1115 11.13.2.1 A unit member who is the natural or adoptive parent of a child may
1116 be entitled to an unpaid leave of absence for the purpose of rearing
1117 his/her child.
- 1118 11.13.2.2 Application for a child-rearing leave must be made to the Board
1119 through the Human Resources Department.
- 1120 11.13.2.3 A leave may be granted when unusual circumstances exist. Such
1121 leave may be granted for a maximum duration of one (1) year upon
1122 giving the District two (2) weeks notice prior to the anticipated
1123 date on which the leave is to commence.
- 1124 11.13.2.4 The Human Resources Department shall attempt to assign unit
1125 members returning from a child-rearing leave to a position similar
1126 to the one held prior to the leave.
- 1127 11.13.2.5 The unit member shall receive no salary or fringe benefits while on
1128 leave other than those benefits he/she chooses to continue at
1129 personal expense.
- 1130 11.13.3 **Other Leaves of Absence Without Pay**
- 1131 A leave of absence without pay may be granted to a unit member for any other
1132 reason. Such leave shall not exceed one (1) year.
- 1133 11.13.4 **Return from Leave of Absence Without Pay**
- 1134 11.13.4.1 Provided a vacancy exists, a unit member returning from a leave of
1135 absence without pay shall be assigned to a position within the same
1136 classification as held prior to the leave. If no vacancy exists, the
1137 unit member shall be placed on a re-employment list for a period
1138 not to exceed thirty-nine (39) months and shall be offered the first
1139 vacancy within the same classification as was held prior to the
1140 leave.
- 1141 11.13.4.2 If time requested away from position for a period of less than two
1142 (2) weeks, the unit member need not apply for a leave of absence.
1143 He/she should make arrangements with his/her department
1144 supervisor and obtain prior approval.
- 1145 11.13.5 **Benefits While On Leave**
- 1146 Except as provided otherwise in this Section, the unit member on leave of
1147 absence is not eligible to receive the District's contribution to the Health and
1148 Welfare Benefits program. However, the unit member may continue to
1149 participate in the program by paying the total premium required.

1150 11.14 **Catastrophic Illness Benefit**

1151 On a case-by-case basis and with mutual agreement of the Association and the District,
1152 any bargaining unit member may donate accumulated and unused eligible leave credits to
1153 another bargaining unit member when that bargaining unit member or a member of his/he
1154 family suffers from a catastrophic illness or injury

1155 11.14.1 **Definition**

1156 11.14.1.1 Catastrophic illness or injury means an illness or injury that is
1157 expected to incapacitate a member of the bargaining unit for an
1158 extended period of time, or that incapacitates a unit member's
1159 family, and that incapacity requires the bargaining unit member to
1160 take time off from work for an extended period of time to care for
1161 that family member, and taking extended time off from work
1162 creates a financial hardship for the bargaining unit member
1163 because of his/her sick leave and other paid time off has been
1164 exhausted.

1165 11.14.1.2 "Eligible leave credits" means sick leave accrued to the donating
1166 bargaining unit member.

1167 11.14.1.3 "Family members" shall be as defined in this Article for
1168 bereavement leave.

1169 11.14.2 **Eligibility**

1170 Eligible leave credits may be donated to a bargaining unit member for a
1171 catastrophic illness or injury if all of the following requirements are met:

1172 11.14.2.1 The bargaining unit member who is, or whose family member is
1173 suffering from a catastrophic illness or injury requires that eligible
1174 leave credits be donated and provides verification of catastrophic
1175 injury or illness as required by the District.

1176 11.14.2.2 The District determines that the bargaining unit member is unable
1177 to work due to the bargaining unit member's, or his or her family
1178 member's, catastrophic illness or injury.

1179 11.14.2.3 The unit member requesting donations of sick leave has exhausted
1180 all accrued paid leave credits, including differential leave.

1181 11.14.2.4 Days of pay granted as a benefit under this section, shall not be
1182 considered as leave that must be exhausted prior to being placed on
1183 the thirty-nine (39)-month re-employment list. A unit member
1184 may be on the re-employment list and still receive days of pay
1185 donated under this Section.

1218 **ARTICLE 12: PAYROLL ERROR**

1219 12.1 A payroll error caused by the District resulting in insufficient payment to a unit member
1220 shall be corrected and a supplemental check issued not later than five (5) working days
1221 after the unit member provides notice to the Payroll Department. A payroll error caused
1222 by the unit member, resulting in insufficient payment to the unit member, shall be
1223 corrected in the next pay period.

1224 12.2 In the event a unit member receives an overpayment, the unit member shall be given the
1225 option to repay the District in the next pay period or on a reasonable repayment schedule
1226 established by the District.

1227 **ARTICLE 13: UNIFORMS AND EQUIPMENT**

1228 13.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms,
1229 equipment, identification badges, emblems, and cards if required by the District to be
1230 worn or used by bargaining unit employees. If the District requires a unit member to use
1231 any specific equipment or gear in the performance of the unit member's duties, the
1232 District agrees to furnish such equipment or gear.

1233 13.2 Notwithstanding the above, if a unit member voluntarily provides tools or equipment
1234 belonging to the unit member for use in the course of employment, the District is not
1235 liable for any loss or damage or the replacement cost of the tools or equipment.

1236 **ARTICLE 14: PHYSICAL EXAMS**

1237 The District shall retain the right to require a physical examination of a unit member as a
1238 condition of continued employment. The District shall pay all costs of such examination,
1239 including the unit member's regular salary in the event the examination is scheduled by the
1240 District during the unit member's scheduled work hours. In addition, full-time unit members
1241 may have required tuberculosis examinations performed during regular work hours subject to
1242 prior approval of the unit member's immediate supervisor.

1243 **ARTICLE 15: VACATION**

1244 15.1 **Vacation Accrual**

1245 Every regular unit member shall earn vacation at the prescribed rate as part of the unit
1246 member's compensation. Unit members shall earn vacation according to the number of
1247 assigned work days per year (excluding holidays and vacation) as follows:

	160-190 Days	191-223 Days	224 Or More Days
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

1248 15.2 **Posting of Vacation Leave**

1249 Unit members earn vacation on a fiscal-year basis. At the beginning of each fiscal year,
1250 the unit member's pay warrant shall reflect the carryover of paid vacation hours plus the
1251 vacation hours normally earned in the ensuing fiscal year. Unit members hired during the
1252 fiscal year shall earn vacation on a prorated basis for that initial fiscal year.

1253 15.3 **Vacation Leave During Probationary Period**

1254 No vacation shall be granted to a unit member during the first six (6) months of
1255 employment, but on successful completion thereof, prorated vacation time shall be
1256 allowed for time of service accrued.

1257 15.4 **Vacation Carryover**

1258 15.4.1 Earned vacation accumulated on a fiscal year basis must be taken during the
1259 following fiscal year. Unit members may be permitted to take earned vacation
1260 leave within the same fiscal year in which it is earned with the approval of the
1261 department head, principal, or administrator.

1262 15.4.2 A department head, principal or administrator may not defer a unit member's
1263 vacation without obtaining the approval of the Superintendent or his/her
1264 designee in writing.

1265 15.5 **Vacation Interruption**

1266 Unit members may interrupt, terminate, or defer vacation in order to use bereavement
1267 leave or to use sick leave in the event of an illness which exceeds five (5) work days
1268 without a return to active service, provided the unit member first notifies his/her
1269 supervisor and supplies the Human Resources Department with sufficient relative
1270 supporting information regarding the basis for such interruption, termination, or

1271 deferment. Any vacation so deferred shall only be rescheduled with the approval of the
1272 unit member's immediate supervisor.

1273 15.6 **Vacation Scheduling**

1274 15.6.1 Vacation leave shall be scheduled and approved by the department head,
1275 principal, or administrator. Effort shall be made to enable vacation time to be
1276 taken at times mutually convenient to the unit member, consistent with the
1277 needs of the service and the workload of the department.

1278 15.6.2 Vacation for unit members who work less than twelve (12) months per year
1279 must be taken during their work year when students are not scheduled for
1280 attendance. At the end of the work year, any vacation days remaining that
1281 could not be scheduled during the work year, will be paid on the June payroll
1282 warrant. The amount paid will be the balance of any day(s) in excess of one
1283 (1) fiscal year carryover.

1284 15.6.3 In exceptional circumstances, a unit member may request, and the District
1285 may approve, a temporary change in schedule to allow the unit member to
1286 take time off when the unit member is ineligible for vacation leave or has no
1287 accrued and available vacation leave. In determining whether or not to grant
1288 the temporary schedule change pursuant to this subsection, the District shall
1289 consider student and District service needs and the workload of the
1290 department.

1291 15.6.4 A holiday which falls during the scheduled vacation period of any bargaining
1292 unit employee shall be paid as a holiday and shall not be charged to the unit
1293 member's vacation account.

1294 15.7 **Vacation Salary**

1295 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
1296 member whose vacation time is earned and begun under a given status shall suffer no loss
1297 of earned vacation by reason of subsequent changes in conditions of employment.

1298 15.8 **Effect of Change of Status on Vacation Leave**

1299 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
1300 member whose vacation time is earned and begun under a given status shall suffer no loss
1301 of earned vacation by reason of subsequent changes in conditions of employment.

1302 15.9 **Vacation Pay Upon Termination**

1303 When an employee in the bargaining unit is terminated for any reason, he/she shall be
1304 entitled to all vacation pay earned and accumulated up to and including the effective date
1305 of termination.

1306 **ARTICLE 16: HOURS**

1307 16.1 **Work Day and Work Week**

1308 16.1.1 The normal work day shall be eight (8) hours; the normal work week shall
1309 consist of not more than five (5) consecutive days, Monday through Friday,
1310 for unit members.

1311 16.1.2 The District will consult with CSEA prior to making any permanent changes
1312 greater than two (2) hours.

1313 16.1.3. In the event the change in work week results in a unit member being
1314 scheduled to work Saturday and/or Sunday for a period of two (2) months or
1315 longer, such unit member shall receive one (1) additional day of vacation in
1316 lieu of premium pay on an annual basis for as long as the unit member is
1317 assigned to the altered work week schedule.

1318 16.1.4 The District shall provide the Union and unit members at least thirty (30) days
1319 advance notice if the District decides to schedule four (4), ten (10) hour work
1320 days during periods when school is not in session. Each affected unit member
1321 and his/her immediate supervisor by mutual agreement will develop the unit
1322 member's particular work schedule for each four (4), ten (10) hour work day
1323 period. Unit members who do not mutually agree to work four (4), ten (10)
1324 hour days will be allowed to use accrued vacation time.

1325 16.1.5 Nothing in Section 16.1 shall prohibit the District from establishing a work
1326 week of other than Monday through Friday for vacant or newly created
1327 positions. In such cases, the provisions contained in Section 16.1 do not apply
1328 with regard to notice or the extra day of vacation.

1329 16.2 **Overtime**

1330 16.2.1 **Overtime Defined**

1331 16.2.1.1 Overtime shall be paid only if it is approved by the supervisor,
1332 unless the supervisor knowingly permitted or suffered the unit
1333 member to work. Authorized overtime shall be compensated for at
1334 the rate of one and one-half (1.5) times the unit member's regular
1335 rate for all hours worked in excess of eight (8) hours per day or
1336 forty (40) hours per week.

1337 16.2.1.2 Unit members whose workday is four (4) hours or more shall be
1338 compensated at the overtime rate for work performed on the sixth
1339 (6th) and seventh (7th) consecutive day of work.

- 1340 16.2.1.3 A unit member having an average workday of less than four (4)
1341 hours during a work week shall be compensated at the overtime
1342 rate for any work performed on the seventh (7th) consecutive day.
- 1343 16.2.1.4 For those working a four (4)-day/ten (10) hour schedule, overtime
1344 shall be paid for all hours worked in excess of the required work
1345 day, which shall not exceed ten (10) hours. Work performed on
1346 the fifth (5th) , sixth (6th) and seventh (7th) days shall be
1347 compensated at the rate of one and one-half (1½) times the unit
1348 member's regular rate.
- 1349 16.2.2 Overtime and additional time (straight time for part-time unit members) will
1350 be offered to unit members on a fair and equitable basis. When overtime or
1351 additional time is offered to unit employees, it shall be on a rotating seniority
1352 basis within the appropriate classification with the department/site from a list
1353 of qualified volunteers. If no unit member volunteers, the supervisor may
1354 assign the overtime in reverse order of seniority. However, nothing herein
1355 shall be construed as limiting a supervisor from assigning overtime to
1356 employees because of unique skills or residency are required in any particular
1357 circumstance.
- 1358 16.2.3 For the purpose of computing the number of hours worked, all time during
1359 which a unit member is excused from work because of holidays, sick leave,
1360 vacation, compensatory time off, or other paid leave of absence shall be
1361 considered as time worked. This time shall be computed to the nearest one-
1362 quarter (1/4) hour.
- 1363 16.3 **Compensatory Time Off**
- 1364 16.3.1 Compensatory time off in lieu of cash compensation may be granted by the
1365 supervisor only if it is authorized in writing before the overtime work is done.
1366 No more than two hundred forty (240) hours of compensatory time may be
1367 granted in one (1) year for any unit member.
- 1368 16.3.2 Compensatory time shall be taken June 30 of the fiscal year in which the
1369 compensatory time was earned, otherwise, any unused time as of that date,
1370 will automatically be paid in cash compensation. The taking of compensatory
1371 time shall be scheduled with the supervisor in a manner not to impair the
1372 District's services.
- 1373 16.4 **Overtime for Scheduled Holiday**
- 1374 Unit members who are required to work on a scheduled holiday as specified in Article 19
1375 shall be compensated at the rate of time and one-half the unit member's regular rate, in
1376 addition to the regular pay received for that holiday.

1377 16.5 **Temporary Increase in Scheduled Hours**

1378 16.5.1 **Part-time Unit Members Adjustment for Pro-ration of Benefits**

1379 A part-time unit member who works a minimum of thirty (30) minutes per
1380 day in excess of the part-time assignment for a period of twenty (20)
1381 consecutive working days, or more, shall have the unit member's basic
1382 assignment changed to reflect the longer hours in order to acquire fringe
1383 benefits and leaves on a properly prorated basis as specified by the Education
1384 Code.

1385 16.5.2 **Temporary Adjustment of Hours**

1386 16.5.2.1 After the regular hours of a part-time position have been
1387 designated for the work year, the District may temporarily increase
1388 the hours of a part-time position by no more than two (2) hours for
1389 more than twenty (20) working days without having to utilize the
1390 posting/vacancy provisions of Article 10 of this Agreement.

1391 16.5.2.2 This two (2)-hour or less change will be considered temporary, and
1392 will not last beyond the end of the unit member's work year. If the
1393 change in assignment continues past June 30 of the year in which it
1394 was instituted, the change will be considered permanent. In such
1395 cases, the District will institute the appropriate posting/vacancy
1396 procedure.

1397 16.5.2.3 When the hours are increased temporarily, the unit member may
1398 earn compensatory time at straight time in lieu of cash
1399 compensation. The earning and scheduling of this compensatory
1400 time will be according to Section 16.3, and will be authorized only
1401 with the written approval of the supervisor.

1402 16.5.2.4 The Association will be notified of any increases and the reason
1403 for the change instituted under this Section.

1404 16.5.3 **Permanent Adjustment of Regular Hours**

1405 Any increase in the regular hours of a part-time position, or any increase
1406 beyond the two hours on a temporary basis, shall be posted and filled
1407 according to the provisions of Article 10 of this Agreement

1408 16.6 **Shift Differential**

1409 16.6.1 A full-time unit member shall receive a five percent (5%) shift differential
1410 above the regular rate of pay for all hours worked after 3:00 p.m., provided
1411 that such employee's regular work shift schedule consists of at least five (5)
1412 hours per day after 3:00 p.m. Part-time unit members, whose regular work

1413 shift is entirely scheduled after 3:00 p.m., shall receive a five percent (5%)
1414 shift differential above the regular rate of pay.

1415 16.6.2 Payment of overtime for hours worked under shift differential shall be
1416 computed at one and one-half (1½) times the base rate, not the differential
1417 rate.

1418 **ARTICLE 17: LUNCH PERIOD, REST PERIODS, CALL**
1419 **BACK/CALL IN**

1420 17.1 **Lunch Periods**

1421 Unit members scheduled to a work day in of five (5) or more hours shall be entitled to a
1422 duty free lunch period of not less than one-half (1/2) hour nor more than one (1) hour.
1423 The specific time for lunch shall be determined by the unit member's immediate
1424 supervisor. When schedule permits, such lunch period should be arranged for
1425 approximately mid-shift. Such lunch period does not count toward the scheduled hours
1426 to be worked and shall be unpaid.

1427 17.2 **Rest Periods**

1428 17.2.1 Unit members who work from four (4) to eight (8) hours shall be allowed rest
1429 periods to be scheduled by the unit member's immediate supervisor as
1430 follows:

1431 17.2.1.1 Unit members who work at least four (4), but less than six (6)
1432 hours per day shall be allowed one (1) fifteen (15) minute rest
1433 period;

1434 17.2.1.2 Unit members who work at least six (6), but less than seven (7)
1435 hours per day shall be allowed one (1) fifteen (15) minute rest
1436 period, and one (1) ten (10) minute rest period; and;

1437 17.2.1.3 Unit members who work seven (7) to eight (8) hours per day shall
1438 be allowed two (2) fifteen (15) minute rest periods per day.

1439 17.2.2 Rest periods shall be scheduled by the unit member's immediate supervisor.
1440 Unit members may not combine rest periods or lunch and rest periods, and
1441 cannot take lunch or rest periods at the end of the work day.

1442 17.2.3 Rest periods are a part of the regular workday and shall be compensated at the
1443 regular rate of pay for the unit member.

1444 17.3 **Call Back/Call In**

1445 The District shall attempt to apply the provisions of this Section to employees who
1446 volunteer to be subject to call back or call in. In the event of an emergency, employees
1447 who have not agreed to volunteer may be obligated to report to work pursuant to these
1448 provisions.

1449 17.3.1 **Call Back Pay**

1450 A full-time unit member called back to work after completion of his/her
1451 regular assignment shall be compensated for a minimum of two (2) hours of

1452 work at the overtime rate. Part-time unit members called back to work after
1453 completion of the unit member's regular assignment shall be compensated for
1454 a minimum of two (2) hours of work at that rate.

1455 17.3.2 **Call-In Time**

1456 Any unit member called in to work on a day when the unit member is not
1457 scheduled to work shall receive a minimum of two (2) hours pay at his/her
1458 appropriate rate of pay. Any unit member who reports to work in a condition
1459 which makes the unit member unfit to perform the assigned duties shall not be
1460 entitled to Call-In Time Pay.

1461 **ARTICLE 18: SUMMER EMPLOYMENT**

1462 18.1 **Notification**

1463 CSEA shall be notified when the Governing Board authorizes Summer School.

1464 18.2 **Summer School Representation**

1465 Unit member shall be represented on the District's Summer School Planning Committee.
1466 Recommendations of this committee, as they affect changes in working conditions of unit
1467 members, shall be negotiated between CSEA and the District.

1468 18.3 **Applicants**

1469 18.3.1 The provisions of Article 10 do not apply to filling Summer School positions.

1470 18.3.2 Applicants from within the classification will be selected before applicants
1471 outside the classification. Qualified unit members will be given preference in
1472 hiring over non-employee applicants. Such unit members shall be assigned by
1473 the District upon recommendation by the Summer School principal. Unit
1474 members who are selected must have the specific qualifications and skills
1475 necessary to satisfy the posted Summer School job description.

1476 18.3.3 Applications that are submitted after the closing date of the posting will be
1477 held until all applicants who applied on time have been considered.

1478 18.4 **Compensation and Benefits**

1479 A unit member selected shall receive the compensation and benefits, which are applicable
1480 to that classification, even if the unit member holds a lesser position with the District
1481 during the school year. A unit member working in a higher classification for Summer
1482 School shall be placed on the appropriate range and step that provides no less than a five
1483 percent (5%) increase, plus longevity.

1484 18.5 **Accrued Vacation**

1485 When unit members hired for Summer School do not use their accrued vacation day, it
1486 will be paid off at the appropriate rate at the end of Summer School.

1487 **ARTICLE 19: HOLIDAYS AND WORK CALENDAR**

1488 19.1 **Holidays**

1489 19.1.1 Unit members 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

1490 19.1.2 When a legal holiday listed above falls on a Sunday, the following Monday
1491 shall be deemed a holiday. When a legal holiday listed above falls on a
1492 Saturday, the preceding Friday shall be deemed a holiday.

1493 19.1.3 The Board of Trustees may require unit members to work (at the regular rate
1494 of pay) on February 12, the third Monday in February, the last Monday in
1495 May, or September 9, provided: (1) the action is taken prior to July 1 of any
1496 year, and (2) that an alternate day within the school year is given as the
1497 holiday. The day selected as the alternate day must provide a three-day
1498 weekend and it must be selected when unit members entitled to the original
1499 holiday are also entitled to the alternate holiday. If a unit member is required
1500 to work on that day with no alternate day designated, he/she shall, in addition
1501 to regular pay, be paid time and one-half.

1502 19.2 **District Calendar Representation**

1503 CSEA will participate in the District joint process for development of the District
1504 calendar to ensure that the work calendars of all bargaining units are consistent and meet
1505 student and related District service needs. If the joint process does not result in an agreed
1506 upon calendar specifying holidays, non-work-days, and potential work days for all CSEA
1507 unit members, the District shall determine these matters, and CSEA reserves the right to

1508 negotiate regarding any mandatory subjects of bargaining by submitting a written
1509 demand to bargain regarding the issue.

1510 19.3 **Unit Member Work Schedules**

1511 Less than twelve (12)-month unit members' work schedules shall be approved by the site
1512 administrator or immediate supervisor and be consistent with the District work year
1513 calendar. The work year for persons employed in classifications designated as less than
1514 twelve (12)-month positions are listed in Appendix B. Site administrators or immediate
1515 supervisors shall consult with the unit member regarding the unit member's schedule, and
1516 develop a written work schedule for each unit member no later than June 1 each year for
1517 the following fiscal year. For the 2011-2012 year, work schedules will be developed no
1518 later than October 3, 2011.

1519 19.3.1 If a change in the work schedule is needed for a class or classes of unit
1520 members during the year, the District shall provide CSEA with at least thirty
1521 (30) days notice of the proposed change in the work schedule for the unit
1522 members. The change must be consistent with the District calendar.

1523 19.3.2 If the site administrator or immediate supervisor proposes a change in the
1524 work schedule for an individual unit member(s) during the year, the site
1525 administrator/immediate supervisor shall inform the unit member of the
1526 proposed change as soon as reasonably possible after the need for the change
1527 is identified. The change to the unit member's schedule shall be consistent
1528 with the District calendar.

1529 19.3.3 If a unit member seeks a change in schedule, the unit member shall make the
1530 request to his/her immediate supervisor as soon as reasonably possible after
1531 the need for the change is identified. The immediate supervisor shall approve
1532 or deny the request within 30 days. Any change to the unit member's
1533 schedule approved by the supervisor shall be consistent with the District
1534 calendar.

1535 19.3.4 Unit members whose work year for their classification is extended beyond the
1536 regular work year shall be compensated at a current salary per diem rate and at
1537 a prorata amount in lieu of vacation and sick leave for each additional day
1538 served. Any reduction in the work year shall result in salary reduction of one
1539 per diem rate for each day of reduction.

1540 19.3.5 A current salary per diem is determined by dividing the monthly rate as
1541 reflected on the salary schedule by 21.74 days.

1542 **ARTICLE 20: SAFETY**

1543 20.1 **Work Stations**

1544 Every effort shall be made to maintain healthful and safe conditions at all work stations.
1545 Unit members shall not be required to work under unsafe conditions or to perform tasks,
1546 which endanger their health, safety, or wellbeing.

1547 20.1.1 It shall be the responsibility of unit members to report unsafe, hazardous or
1548 unsanitary conditions as soon as possible to their Supervisor. The supervisor
1549 will notify the unit member of the action he/she has taken regarding the report
1550 within five (5) days.

1551 20.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as
1552 possible. To ensure safe working conditions additional accommodations will
1553 be provided pending correction of the problem.

1554 20.1.3 When purchasing new furniture and equipment, ergonomic needs of the unit
1555 members will be considered.

1556 20.2 **Emergency Preparedness**

1557 The District will make first aid and CPR training available to all unit members on an
1558 annual basis.

1559 **ARTICLE 21: BARGAINING UNIT WORK**

1560 21.1 **Contract for Service**

1561 Notice that the District intends to award a contract for services which directly affects the
1562 bargaining unit member's work assignment shall be given to CSEA prior to the contract
1563 being awarded. For the purpose of this Section, receipt of the Board agenda listing the
1564 contract to be awarded shall be deemed sufficient notice.

1565 21.2 **Rights Under EERA**

1566 This provision does not constitute a waiver of CSEA's right to negotiate mandatory
1567 subjects under EERA.

1568 21.3 **Transfer of Unit Work**

1569 The District will not transfer unit work, as defined under the provisions of the EERA,
1570 without first providing CSEA with notice and opportunity to negotiate. This includes the
1571 transfer of work to supervisors, to the certificated bargaining unit, to confidential or
1572 management, or to another employer, and under certain circumstances to non-employee
1573 volunteers. The District will provide training for management personnel regarding their
1574 obligation to provide notice and opportunity to negotiate before transferring unit work.

1575 **ARTICLE 22: LAYOFFS**

1576 22.1 **Decision to Layoff**

1577 22.1.1 A decision to lay off classified employees is solely within the discretion of the
1578 Board of Trustees. A layoff may involve a reduction of an entire position or a
1579 portion of a position.

1580 22.1.2 This Agreement on layoff procedures does not waive the Association's right
1581 to negotiate over the impact or the effects of a particular layoff or reduction in
1582 hours, nor does it waive the Association's right to negotiate the District's
1583 decision to reduce the regularly assigned hours.

1584 22.2 **Notice to Unit Members**

1585 22.2.1 Notice of layoff will be given to CSEA and the unit member affected at least
1586 sixty (60) days prior to the effective date of layoff, which will be specified in
1587 notice. If the District must eliminate classified positions at the end of any
1588 school year as a result of the expiration of specifically funded program(s), the
1589 District shall provide notice to the unit members subject to layoff by April 29.
1590 This notice requirement will not apply under circumstances authorized by
1591 Education Code Section 45117(d). This Section reflects the requirements of
1592 Education Code Section 45117 in effect on October 28, 2013. If the
1593 Education Code notice requirements change in future years, the notice
1594 requirements of law shall prevail over the provisions of this Section.

1595 22.2.2 The notice shall contain:

1596 22.2.2.1 Effective date of layoff;

1597 22.2.2.2 Statement of unit member's layoff rights, if any, pursuant to
1598 Section 22.4 below, and the Education Code;

1599 22.2.2.3 Statement of re-employment rights pursuant to Section 22.5 below
1600 and the Education Code below; and

1601 22.2.2.4 Reason for layoff.

1602 22.3 **Order of Layoff**

1603 22.3.1 Whenever a classified employee is laid off, the order of layoff within the
1604 classification shall be determined by length of service in the classification.
1605 The employee, who has been employed the shortest time in the classification
1606 plus time in equal and higher classes, shall be laid off first. For the purposes
1607 of this Section only, "classification" shall be those classifications listed in
1608 Appendix B. Re-employment shall be in reverse order of layoff.

1609 22.3.2 Any short term employee, whose term of services does not exceed forty-five
1610 (45) days at the time of the layoff, must be terminated before the District lays
1611 off any classified employee who is qualified to render the service provided by
1612 the short term employee.

1613 22.3.3 **Definition of Length of Service Seniority**

1614 22.3.3.1 For the purposes of this Section, “length of service” means first
1615 date of paid service in a regular classification, or a higher or equal
1616 classification, as a permanent or probationary employee. Service
1617 as a substitute or short term employee shall not count as first date
1618 of paid service.

1619 22.3.3.2 When the first date of paid service is the same, seniority shall be
1620 determined by the total service in the District. If that total service
1621 is the same, then seniority shall be determined by lot.

1622 22.3.3.3 An employee shall have his/her date of hire adjusted whenever
1623 there is a break in service. A break in service for purposes of this
1624 Article shall mean: (a) any resignation or retirement; or (b) any
1625 unpaid status without leave.

1626 22.4 **Displacement Rights**

1627 A permanent employee laid off from his/her present classification may (1) fill an open
1628 position in that classification, or (2) if no open position exists, may displace the employee
1629 with least seniority in that classification, having the same or higher number of hours
1630 nearest to the hours of the senior employee, or (3) may displace the least senior employee
1631 with the same or higher number of hours nearest to the hours of the senior employee in
1632 the next lower classification or equal classification in which the first employee has
1633 previously gained permanence. A senior employee may not use the displacement process
1634 to increase that employee’s regularly assigned hours by more than two (2) hours per day.

1635 22.4.1 Displacement rights must be exercised within five (5) working days of notice
1636 of layoff. The District and Association will conduct a joint meeting before the
1637 end of this period with the employees affected by the layoff in order to explain
1638 displacement rights.

1639 22.4.2 **Service in More than One (1) Position**

1640 Employees will be provided with the opportunity to serve in two (2) or more
1641 positions as long as the schedules of those positions are compatible. The
1642 combined hours of these positions will determine the employee’s right to pro-
1643 ration of benefits under Section 8.9 of this Agreement. However, for purposes
1644 of layoff and displacement rights, the employee serving in two (2) or more
1645 positions can only assert the right to each position as if held separately, and
1646 cannot combine the total hours of the separate positions for asserting
1647 displacement rights.

1648 22.4.3 If a classified employee scheduled for layoff is qualified to render the service
1649 provided by a short term employee with a term exceeding forty-five (45) days,
1650 the classified employee will be placed in the short term position for its
1651 duration prior to being laid off.

1652 22.5 **Re-employment Rights**

1653 22.5.1 Persons laid off are eligible for re-employment in the class from which they
1654 were laid off for a period of thirty-nine (39) months and shall be re-employed
1655 in preference to new applicants.

1656 22.5.2 Employees who take voluntary demotions or voluntary reductions in assigned
1657 time in lieu of layoff shall be granted the same rights as persons laid off and
1658 shall retain eligibility to be considered for re-employment for an additional
1659 period of up to twenty-four (24) months; provided that the same tests of
1660 fitness under which they qualified for appointment to the class shall still
1661 apply.

1662 22.5.3 If the District re-employs a unit member as a permanent employee under the
1663 provisions of this Section, it shall disregard the break in service of the
1664 employee and classify him/her as, and restore him/her to all the rights,
1665 benefits and burdens of a permanent employee in the class to which he/she is
1666 reinstated or re-employed.

1667 22.6 **Notification of Re-employment Opening**

1668 22.6.1 Any employee who is laid off and is subsequently eligible for re-employment
1669 shall be notified in writing by the District of an opening in the same or related
1670 class held at the time of layoff. Such notice shall be sent by certified mail to
1671 the last address given the District by the employee. A copy of the notice shall
1672 be given to CSEA. It shall be the responsibility of the employee to promptly
1673 notify the District of any change of address. Failure to provide the District
1674 with a current address shall result in the employee's name being eliminated
1675 from consideration for the open position and shall constitute an "offer" of
1676 employment under Section 22.6.2. The employee shall become re-eligible for
1677 future open positions, provided the employee notifies the District of the
1678 employee's current address.

1679 22.6.2 An employee shall notify the District of his/her intent to accept or refuse
1680 employment within five (5) working days following receipt of the re-
1681 employment notice. If the employee accepts re-employment, the employee
1682 shall not be required to report for work any sooner than ten (10) working days
1683 following receipt of the re-employment notice. Failure to notify the District
1684 within the time limits given or refusal to accept the offered position, shall free
1685 the District to eliminate the former employee from consideration for the
1686 opening. The former employee shall be removed from the re-employment list
1687 after three (3) bona fide offers are made for a position in a previously held

1688 classification that is within two (2) hours per day of the last position held by
1689 the former employee.

1690 22.7 **Seniority List**

1691 The District shall maintain and update a Classified Seniority List on a monthly basis.
1692 Each CSEA site shall receive a copy of the updated list by April 1 of each year. In
1693 addition, the CSEA President, or designee, shall receive an updated list on the first (1st)
1694 working day of each month.

1695 **ARTICLE 23: DISCIPLINE**

1696 23.1 **Definition of Probationary Period and Permanent Status**

1697 23.1.1 During the probationary period, any unit member shall be subject to
1698 disciplinary action, including termination. The unit member shall not have a
1699 right to a hearing regarding any disciplinary action taken during the
1700 probationary period.

1701 23.1.2 Upon satisfactory completion of the probationary period, a unit member is
1702 designated as a permanent employee who shall be subject to disciplinary
1703 action only for cause as prescribed in this Article.

1704 23.2 **Cause for Discipline**

1705 23.2.1 A permanent classified employee shall be subject to disciplinary action for
1706 cause, including suspension, demotion, and dismissal. Cause for discipline
1707 shall include, but is not limited, to the following:

1708 23.2.1.1 Incompetence or inefficiency.

1709 23.2.1.2 Absence and/or repeated tardiness without authorization or
1710 sufficient reason.

1711 23.2.1.3 Abuse or misuse of sick leave or any other authorized leave.

1712 23.2.1.4 Being under the influence of alcohol or controlled substances
1713 without authorization while on duty or using or possessing alcohol
1714 or controlled substances without authorization while on duty.
1715 "Controlled substance" means any narcotic drug, hallucinogenic
1716 drug, amphetamine, barbiturate, marijuana or any other controlled
1717 substance defined in state or federal law. A determination of
1718 whether an employee is under the influence of alcohol or
1719 controlled substances will be based on specific contemporaneous,
1720 articulable, observations concerning the employee's appearance,
1721 behavior, speech, or body odors and may include indications of the
1722 chronic and withdrawal effect of controlled substances.

1723 23.2.1.5 Insubordination or discourteous treatment toward superiors or
1724 other employees.

1725 23.2.1.6 Dishonesty.

1726 23.2.1.7 Unlawful discrimination, including harassment, on the basis of
1727 race, religious creed, color, national origin, ancestry, disability,
1728 marital status, sex, sexual orientation, or age against members of
1729 the public or other employees while acting in the capacity of an
1730 employee.

- 1731 23.2.1.8 Unlawful retaliation against any other District officer or employee
1732 or member of the public who, in good faith, reports, discloses,
1733 divulges, or otherwise brings to the attention of any appropriate
1734 authority any information relative to actual or suspected violation
1735 of any law of this state or the United States occurring on the job or
1736 directly related hereto.
- 1737 23.2.1.9 Conviction of a felony, any crime involving moral turpitude, or
1738 any crime bringing discredit upon the District.
- 1739 23.2.1.10 Immoral conduct.
- 1740 23.2.1.11 Evident unfitness for service.
- 1741 23.2.1.12 Physical or mental conditions rendering him/her unfit for service.
- 1742 23.2.1.13 Violation of or refusal to obey the laws of the state or rules,
1743 regulations and policies of the District.
- 1744 23.2.1.14 Discourteous treatment of members of the public, students or other
1745 employees while on duty.
- 1746 23.2.1.15 Conduct in violation of Section 1028 of the Government Code
1747 involving advocacy or membership in the Communist Party.
- 1748 23.2.1.16 Any conduct contrary to the welfare of the schools or the students.
- 1749 23.2.1.17 Failure to perform adequately requirements of the position held.
- 1750 23.2.1.18 Failure to work with others, to the detriment of the District.
- 1751 23.2.1.19 For employees who are required to drive a vehicle in the regular
1752 course of their employment:
- 1753 23.2.1.19.1 Loss of his/her driver's license; or
- 1754 23.2.1.19.2 Any restriction or limitations on the employee's
1755 driver's license or ability to drive ordered by the
1756 Department of Motor Vehicles or any other lawful
1757 authority; or failure to maintain a good personal or
1758 business driving record; or
- 1759 23.2.1.19.3 Failure to satisfy the insurability requirements of
1760 the District's insurance carrier under the District's
1761 regular insurance policies. The District's ability to
1762 obtain insurance for the employee under a high risk
1763 or any policy other than the regular insurance
1764 policies does not mitigate this failure.

- 1765 23.2.1.20 Neglect of duty.
- 1766 23.2.1.21 Material and intentional misrepresentation or concealment of any
1767 fact in connection with obtaining employment.
- 1768 23.2.1.22 Falsifying any information submitted to the District.
- 1769 23.2.1.23 Willful damage to District property, waste of District supplies or
1770 equipment, or excessive carelessness with District property or
1771 funds.
- 1772 23.2.1.24 Misappropriation of District funds or property.
- 1773 23.2.1.25 Failure to obtain, possess or keep in effect any license, certificate
1774 or other similar requirement specified in the law or the employee's
1775 class specification or otherwise necessary for the employee to
1776 perform the duties of the position.
- 1777 23.3 **Progressive Discipline**
- 1778 The following progressive discipline procedure shall be applied in disciplinary actions,
1779 which are generally subject to remediation:
- 1780 23.3.1 **Verbal Counseling/Warning**
- 1781 Verbal counseling/warning may result in a post-conference summary
1782 memorandum. Any written memorandum shall be placed in the unit
1783 member's personnel file. The memorandum shall be clearly labeled, limited
1784 to a statement that the meeting took place and the topic discussed. The unit
1785 member has the right to write a response and that response shall be attached to
1786 the memorandum.
- 1787 23.3.2 **Written Reprimand**
- 1788 Written reprimands usually shall not be used unless the unit member has been
1789 verbally warned about similar actions within the last three (3) preceding years.
1790 The unit member shall sign the reprimand to acknowledge receipt and a copy
1791 shall be placed in the unit member's personnel file. The unit member has the
1792 right to write a response and that response shall be attached to the reprimand
1793 and retained in the personnel file.
- 1794 23.3.3 **Suspension Without Pay For Repeated Offenses**
- 1795 Suspension usually shall not be used unless the unit member has received a
1796 written reprimand about similar actions.

1797 23.3.4 **Demotion or Dismissal**

1798 Demotion or dismissal will be used when a unit member's conduct does not
1799 meet District standards after other progressive discipline procedures have
1800 been utilized. However, the District may demote or dismiss a unit member
1801 without first suspending the unit member for similar conduct.

1802 23.4 **Discipline Without Progression**

1803 Nothing in this provision shall prohibit the District from disciplining a unit member for
1804 just cause, up to and including termination in instances where the District determines that
1805 remediation is inappropriate.

1806 23.5 **Procedure for Discipline**

1807 23.5.1 **Preliminary Written Notice**

1808 23.5.1.1 A permanent classified employee shall receive a preliminary
1809 written notice of the proposed discipline. The written notice must
1810 contain a specific statement of charges or grounds upon which the
1811 proposed disciplinary action is based and the date the proposed
1812 disciplinary action will be effective.

1813 23.5.1.2 Any known written materials, reports or documentation upon
1814 which the proposed disciplinary action is based must be attached to
1815 the preliminary written notice.

1816 23.5.1.3 The unit member shall have the right to respond either orally or in
1817 writing within ten (10) calendar days to the Superintendent or
1818 his/her designee. The purpose of the meeting shall be to permit the
1819 unit member to respond to charges against him/her, to offer
1820 information regarding the proposed discipline and to examine the
1821 materials, if any, on which the proposed action is based.

1822 23.5.1.4 The Superintendent or designee shall consider the unit member's
1823 response and recommend within fifteen (15) calendar days that the
1824 proposed disciplinary action either be taken or not taken.

1825 23.5.2 **Notice of Intention to Suspend or Demote or Dismiss**

1826 Any permanent classified employee against whom suspension without pay or
1827 demotion or termination action is initiated by the District shall be given
1828 written notice by the Superintendent or his/her designee of the specific
1829 charges against him/her. The notice shall contain a statement of the unit
1830 member's rights to a hearing on such charges. The time within which a
1831 hearing may be requested shall not be less than five (5) calendar days after
1832 service of the notice on the employee, and the notice shall be accompanied by
1833 a paper, the signing and filing of which with the Superintendent or designee

1834 shall constitute a demand for a hearing and a denial of all charges. Failure of
1835 the unit member to file a request for hearing within the time specified shall
1836 constitute a waiver of the unit member's right to a hearing.

1837 23.5.3 **Employee's Status**

1838 23.5.3.1 **Administrative Leave**

1839 Any permanent classified employee may be placed on
1840 administrative leave from duty with pay pending a determination
1841 of whether or not discipline will be recommended by the
1842 Superintendent.

1843 23.5.3.2 **Suspension**

1844 A unit member against whom dismissal is recommendation shall
1845 be suspended without pay from the date of the intent to dismiss
1846 notice until the effective date of his/her dismissal.

1847 23.5.4 **Sex or Narcotics Offenses: Compulsory Leave**

1848 23.5.4.1 Any classified employee charged with the commission of any sex
1849 offense defined in, but not limited to, Education Code Section
1850 44010, or with the commission of any narcotics offense as defined
1851 in, but not limited to Education Code Section 44011, may be
1852 placed upon compulsory leave of absence pending a final
1853 disposition of such charges.

1854 23.5.4.2 A unit member placed on compulsory leave shall continue to be
1855 paid his or her regular salary during such leave if he or she
1856 furnishes to the District a suitable bond as a guarantee that the unit
1857 member will repay the salary paid during the compulsory leave in
1858 case the unit member is convicted of such charges, or fails to
1859 return to service following expiration of the compulsory leave. If
1860 the unit member does not furnish a bond and if the employee is
1861 acquitted of such offense or charges dropped, the District shall pay
1862 the unit member upon his or her return to service the full amount
1863 of salary which was withheld during the compulsory leave.

1864 23.5.5 **Appeal Procedure for Suspension Without Pay or Demotion or Dismissal**
1865 **Hearing Authority**

1866 23.5.5.1 The hearing will be conducted before an arbitrator selected from
1867 the list provided, in rotational order.

1868 23.5.5.2 **Notice of Hearing**

1869 The arbitrator shall set the matter for hearing and shall give the
1870 unit member at least twenty (20) calendar days notice in writing of
1871 the date and place of the hearing. The hearing and the Board's
1872 consideration of the arbitrator's proposed decision shall be
1873 conducted in closed session unless the unit member requests an
1874 open hearing in the unit member's written request for a hearing.

1875 23.5.5.3 **Rights of Unit Member**

1876 The unit member shall attend any hearing, unless excused by the
1877 arbitrator, and shall be entitled to:

1878 23.5.5.3.1 be represented by counsel or any other person at the
1879 hearing;

1880 23.5.5.3.2 testify under oath;

1881 23.5.5.3.3 compel the attendance of other employees of the
1882 District to testify in his/her behalf;

1883 23.5.5.3.4 cross-examine all witnesses appearing against
1884 him/her and all employees of the District whose
1885 actions are in question or who have investigated any
1886 of the matters involved in the hearing and whose
1887 reports are offered in evidence before the arbitrator;

1888 23.5.5.3.5 impeach any witness;

1889 23.5.5.3.6 present such evidence as the arbitrator deems
1890 pertinent to the inquiry;

1891 23.5.5.3.7 argue his/her case.

1892 23.5.5.4 The party attempting to substantiate the charges against the unit
1893 member shall be entitled to the same privileges.

1894 23.5.5.5. **Evidence**

1895 The hearing shall be informal and need not be conducted according
1896 to technical rules relating to evidence and witnesses. Any relevant
1897 evidence shall be admitted if it is the sort of evidence on which
1898 responsible persons are accustomed to rely in the conduct of
1899 serious affairs, regardless of the existence of any common law or
1900 statutory rule which might make improper the admission of such
1901 evidence over objection in civil actions. Hearsay evidence may be
1902 admitted for any purpose but shall not be sufficient in itself to
1903 support a finding unless it would be admissible in civil actions.
1904 The rules of privileges and of official or judicial notice shall be

1905 effective to the same extent as in civil actions. Irrelevant and
1906 repetitious evidence shall be excluded. Oral evidence shall be
1907 taken only under oath or affirmation.

1908 23.5.5.6 **Exclusion of Witnesses**

1909 The arbitrator may in his/her discretion exclude witnesses not
1910 under examination, except the unit member and the party
1911 attempting to substantiate the charges against the unit member, and
1912 their respective counsel. When hearing testimony that may bring
1913 disrepute to persons other than the accused unit member, all
1914 persons not having a direct interest in the hearing may be excluded.

1915 23.5.5.7 **Burden of Proof**

1916 The burden of proof shall be upon the party attempting to
1917 substantiate the charges.

1918 23.5.5.8 **Findings and Decision**

1919 23.5.5.8.1 Upon completion of the hearing, written Proposed
1920 Findings of Fact and Conclusions shall be signed
1921 and filed with the Governing Board by the
1922 arbitrator, which shall constitute his/her decision. If
1923 the Governing Board adopts the arbitrator's findings
1924 and conclusions, it need not review the record of the
1925 hearing; if it declines to accept the findings and
1926 conclusions, it must review the record or provide
1927 for an additional opportunity to be heard, after
1928 which it may adopt the findings and conclusions
1929 made by the arbitrator, or adopt its own findings
1930 and conclusions.

1931 23.5.5.8.2 Unless the decision provides otherwise, it shall be
1932 effective immediately. Notice of the decision
1933 adopted by the Governing Board shall be mailed
1934 promptly to the employee or the employee's
1935 counsel or representative. Except for the correction
1936 of clerical error, the decision shall be final and
1937 conclusive.

1938 23.5.5.9 **Report of Hearings**

1939 Hearings may be conducted without a stenographic reporter or
1940 audio tape recording machine unless either party requests that the
1941 hearing be reported or recorded. Both parties shall share equally
1942 the cost or fee for the reporting or recording.

- 1943 23.5.5.10 **Transcript of Hearings**
- 1944 Transcripts of hearings shall be furnished to any party on payment
1945 of the cost of preparing such transcripts. When transcripts are
1946 provided by employees of the District, the cost shall be determined
1947 by the employee in charge of business affairs of the District.
1948 When transcripts are provided by an independent contractor, the
1949 cost will be established by the independent contractor.
- 1950 23.5.5.11 **Continuances**
- 1951 The arbitrator may grant a continuance of any hearing upon such
1952 terms and conditions as he/she may deem proper. The unit
1953 member shall remain on unpaid suspension for the period of any
1954 continuance. Any request for continuance made less than forty-
1955 eight (48) hours prior to the time set for the hearing will be denied
1956 unless good cause is shown for the continuance.
- 1957 23.5.5.12 **Judicial Review**
- 1958 Judicial review of the Governing Board's decision is available
1959 pursuant to Code of Civil Procedure Section 1094.5 only if the
1960 petition for writ of mandate is filed within the time limit specified
1961 in Code of Civil Procedure Section 1094.6.
- 1962 23.6 **Personnel Files**
- 1963 23.6.1 The personnel file of each unit member shall be maintained in the District
1964 Human Resources Department; however, this requirement shall not prohibit
1965 the attachment to disciplinary memoranda materials not previously placed in
1966 the personnel file.
- 1967 23.6.2 Materials in personnel files of unit members that may serve as basis for
1968 affecting the status of their employment are to be made available for the
1969 inspection of the unit member involved. This material is not to include
1970 ratings, reports, or records that: (1) were obtained prior to the employment of
1971 the person involved, (2) were prepared by identifiable examination committee
1972 members, or (3) were obtained in connection with promotional examination
1973 except numerical score obtained as a result of a written examination. A unit
1974 member shall have the right to inspect these materials upon request, provided
1975 that the request is made at a time when the person is not actually required to
1976 render services to the employing district.
- 1977 23.6.3 Information of derogatory nature, except material mentioned in the Section
1978 above shall not be entered or filed unless and until the unit member is given
1979 notice and an opportunity to review and comment thereon. A unit member
1980 shall have the right to enter, and have attached to any derogatory statement,
1981 the unit member's comments thereon. The review shall take place during

1982
1983
1984

normal business hours and the unit member shall be released from duty without salary reduction for a sufficient time, not to exceed three hours, to be scheduled by the Human Resources Department.

1985 **ARTICLE 24: JOB DESCRIPTIONS, RECLASSIFICATION**
1986 **AND POSITION UPGRADE, SALARY SURVEYS**

1987 24.1 **Reclassification and Position Upgrade**

1988 The purpose of this Section 24.1 is to provide an orderly process for the facilitation of
1989 necessary reclassifications.

1990 24.1.1 **Reclassification Definition**

1991 Reclassification means the redefining of a position or group of positions to a
1992 different job class with a corresponding change in title and job description to
1993 account for permanent changes in technology, duties, or work that may alter
1994 the nature of the job.

1995 24.1.2 **Upgrade/Regrade Definition**

1996 Reclassification is distinguished from an upgrade/regrade in that an
1997 upgrade/regrade constitutes a change in salary without changes in job title or
1998 job description.

1999 24.1.3 **Timeline to Propose Reclassification**

2000 Reclassification requests shall be submitted only during the month of October
2001 each year. Requests may be submitted by an individual employee, group of
2002 employees, CSEA, or the District. The requestor shall submit the request to
2003 the District Human Resources Department using the jointly approved Position
2004 Classification Questionnaire.

2005 24.1.4 **Reclassification Negotiations**

2006 No later than November 5 each year, the Human Resources Department shall
2007 forward to CSEA all reclassification requests that were received within the
2008 timeline specified in Section 24.1.3. The parties shall meet no later than
2009 December to consider the reclassification request(s) and to negotiate regarding
2010 any mandatory subjects of bargaining to the extent required by the EERA.

2011 24.2 **Job Descriptions**

2012 All modifications in bargaining unit job descriptions shall be reviewed with CSEA, and
2013 the parties shall negotiate regarding proposed changes to the job descriptions to the extent
2014 required by the EERA. All modified bargaining unit job descriptions shall include the
2015 date of Board Approval.

2016 24.3 **Salary Surveys And Data Collection**

2017 The parties will meet annually in preparation for compensation negotiations to identify
2018 their common data collection needs for negotiations. The parties will work cooperatively

2019 to collect and compile information from comparable school districts regarding
2020 compensation provided including, but not limited to salary, longevity, health and welfare
2021 benefits, PERS contributions, and retiree benefits. The parties shall consider using
2022 CSEA's statewide salary survey, and may seek information from additional sources as
2023 well.

2024 **ARTICLE 25: EFFECT OF AGREEMENT**

- 2025 25.1 It is understood and agreed that the specific provisions contained in the Agreement shall
2026 prevail over District practices and procedures and over state laws to the extent permitted
2027 by state law.
- 2028 25.2 All side letters or memoranda of understanding shall expire June 30, 2003. In order for
2029 any side letter or memorandum of understanding to be enforceable thereafter, it must be
2030 dated, approved by the Governing Board, have an express expiration date, and be given a
2031 specific number (e.g. CSEA No. 98-1).

2032 **ARTICLE 26: SUPPORT OF AGREEMENT**

2033 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of
2034 differences through the meet and negotiate process. Therefore, it is agreed that the District and
2035 CSEA support this Agreement for its term and will not appear before any public bodies to seek
2036 changes or improvement in any matter subject to the meet and negotiate process, except by
2037 mutual agreement of the District and CSEA.

2038 **ARTICLE 27: COMPLETION OF NEGOTIATIONS AND**
2039 **REOPENERS**

2040 27.1 This Agreement shall be effective from the date of approval by the District Governing
2041 Board through June 30, 2019.

2042
2043 27.2 Except for the reopeners specified in this Article 27, during the term of this Agreement,
2044 CSEA and the District expressly waive and relinquish the right to meet and negotiate, and
2045 agree that the parties shall not be obligated to meet and negotiate with respect to any
2046 subject or matter whether or not referred to or covered in this Agreement. The current
2047 Board policies that specifically relate to the negotiable areas delineated in the Educational
2048 Employment Relations Act will remain in full force and effect during the term of the
2049 Agreement.

2050 27.3 For the 2017-2018 year the parties agree to reopen Article 8 (Compensation and
2051 Benefits), Article 11 (Leave Provisions), and up to two additional articles selected by
2052 each party. For the 2018-2019 year, the parties agree to reopen Article 8 (Compensation
2053 and Benefits), and up to two additional articles selected by each party.

2054 27.4 Upon the request of either party, the parties agree to reopen negotiations regarding the
2055 impact that any new legislation may have on mandatory subjects of bargaining.

2056 27.5 The District will provide all school and department sites two (2) copies of the negotiated
2057 agreement within sixty (60) calendar days of the signing. The Agreement will be made
2058 available for bargaining unit members' reference. In addition, the Agreement will be
2059 posted on the District's web site.

2060 27.6 A copy of this contract will be sent to PERB (Public Employment Relations Board) if
2061 required to comply with PERB Regulations.

2062 This Agreement is a result of good faith meeting and negotiating between CSEA and the District,
2063 completed on October 20, 2016, and approved by the Berryessa Union School District Board of
2064 Trustees on November 15, 2016.

2065 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM**

2066 **CSEA**

DISTRICT

2067 Debbie Narvaes, CSEA President

Dr. Douglas Staine, Asst. Supt. of Human Resources

2068 Mark Corpuz, Paraeducator

Phuong Le, Deputy Supt. of Admin. Services

2069 Laurie Andrade, Assessment Examiner-Clerk

Dr. Joseph McCreary, Asst. Supt. of Ed. Services

2070 Gloria Vargas, Account Technician III

Gokcen Ceran, Assistant Principal

2071 Heidi Perry, Administrative Secretary/Principal

Mya Duong, Principal

2072 Jill Aceves, Media Tech.

Tina Hsu, Director of Fiscal Services

2073 Daniel Corum, Labor Relation Rep. CSEA

Maila Nguyen, Administrative Assistant

2074

Janet Cory Sommer, Attorney - Burke, Williams &

2075
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2077
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Signature for CSEA

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2082
2083
2084

Debbie Narvaes
CSEA President

Date:_____

Sorensen, LLP

Signature for the District

Dr. Douglas Staine
Asst. Supt. of Human Resources

Date:_____

2085 **ARTICLE 28: SAVINGS PROVISIONS**

- 2086 28.1 If any of this Agreement is held to be contrary to law by a court of competent
2087 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
2088 permitted by law, but all other provisions will continue in full force and effect.
- 2089 28.2 Provisions of this Agreement held contrary to the law and not subject to appeal will be
2090 opened for renegotiations within sixty (60) days following a request by either party to
2091 meet and negotiate.

2092 **ARTICLE 29: TERM**

2093 29.1 This Agreement shall be effective upon ratification by the union and approval by the
2094 Governing Board through June 30, 2019. Upon the request of either party, the parties
2095 agree to reopen negotiations during the term of the Agreement regarding the impact that
2096 any new legislation may have on mandatory subjects of bargaining.

2097 29.2 The parties agree to submit their initial proposals for 2014-2015 re-opener negotiations,
2098 as required by Government Code Section 3547, no later than May 1, 2014. Negotiations
2099 shall commence no later than thirty (30) calendar days following the public hearing on
2100 the proposal.

APPENDIX A: 2016-2017 SALARY SCHEDULE

California School Employees Association 2016-2017 Effective 07/01/16 4%						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4.0	2,470	(14.20) 2,577	(14.82) 2,719	(15.63) 2,846	(16.36) 2,994	(17.21) 3,134
4.5	2,531	(14.55) 2,647	(15.22) 2,780	(15.98) 2,920	(16.79) 3,052	(17.55) 3,207
5.0	2,577	(14.82) 2,719	(15.63) 2,846	(16.36) 2,994	(17.21) 3,134	(18.02) 3,273
5.5	2,647	(15.22) 2,780	(15.98) 2,920	(16.79) 3,052	(17.55) 3,207	(18.44) 3,354
6.0	2,719	(15.63) 2,846	(16.36) 2,994	(17.21) 3,134	(18.02) 3,273	(18.82) 3,435
6.5	2,780	(15.98) 2,920	(16.79) 3,052	(17.55) 3,207	(18.44) 3,354	(19.28) 3,517
7.0	2,846	(16.36) 2,994	(17.21) 3,134	(18.02) 3,273	(18.82) 3,435	(19.75) 3,603
7.5	2,920	(16.79) 3,052	(17.55) 3,207	(18.44) 3,354	(19.28) 3,517	(20.22) 3,687
8.0	2,994	(17.21) 3,134	(18.02) 3,273	(18.82) 3,435	(19.75) 3,603	(20.72) 3,778
8.5	3,052	(17.55) 3,207	(18.44) 3,354	(19.28) 3,517	(20.22) 3,687	(21.20) 3,866
9.0	3,134	(18.02) 3,273	(18.82) 3,435	(19.75) 3,603	(20.72) 3,778	(21.72) 3,962
9.5	3,207	(18.44) 3,354	(19.28) 3,517	(20.22) 3,687	(21.20) 3,866	(22.23) 4,055
10.0	3,273	(18.82) 3,435	(19.75) 3,603	(20.72) 3,778	(21.72) 3,962	(22.78) 4,148
10.5	3,354	(19.28) 3,517	(20.22) 3,687	(21.20) 3,866	(22.23) 4,055	(23.32) 4,250
11.0	3,435	(19.75) 3,603	(20.72) 3,778	(21.72) 3,962	(22.78) 4,148	(23.85) 4,357
11.5	3,517	(20.22) 3,687	(21.20) 3,866	(22.23) 4,055	(23.32) 4,250	(24.44) 4,456
11.7	3,517	(20.22) 3,778	(21.72) 4,055	(23.32) 4,357	(25.05) 4,674	(26.87) 5,017
12.0	3,603	(20.72) 3,778	(21.72) 3,962	(22.78) 4,148	(23.85) 4,357	(25.05) 4,568
12.5	3,687	(21.20) 3,866	(22.23) 4,055	(23.32) 4,250	(24.44) 4,456	(25.62) 4,674
13.0	3,778	(21.72) 3,962	(22.78) 4,148	(23.85) 4,357	(25.05) 4,568	(26.26) 4,789
13.5	3,866	(22.23) 4,055	(23.32) 4,250	(24.44) 4,456	(25.62) 4,674	(26.87) 4,902
14.0	3,962	(22.78) 4,148	(23.85) 4,357	(25.05) 4,568	(26.26) 4,789	(27.54) 5,017
14.5	4,055	(23.32) 4,250	(24.44) 4,456	(25.62) 4,674	(26.87) 4,902	(28.19) 5,139
14.7	4,055	(23.32) 4,357	(25.05) 4,680	(26.91) 5,028	(28.91) 5,404	(31.07) 5,813
15.0	4,148	(23.85) 4,357	(25.05) 4,568	(26.26) 4,789	(27.54) 5,017	(28.85) 5,266
15.5	4,252	(24.45) 4,466	(25.68) 4,680	(26.91) 4,907	(28.21) 5,142	(29.57) 5,393
16.0	4,359	(25.06) 4,577	(26.32) 4,795	(27.57) 5,028	(28.91) 5,271	(30.31) 5,531
16.5	4,467	(25.68) 4,690	(26.97) 4,915	(28.26) 5,155	(29.64) 5,404	(31.07) 5,668
17.0	4,579	(26.33) 4,809	(27.65) 5,039	(28.97) 5,284	(30.38) 5,537	(31.84) 5,813
17.5	4,694	(26.99) 4,932	(28.36) 5,167	(29.71) 5,415	(31.14) 5,678	(32.65) 5,956
25.0	5,165	(29.70) 5,554	(31.93) 5,969	(34.32) 6,415	(36.88) 6,895	(39.64) 7,414
26.0	8,036	(46.21) 8,245	(47.41) 8,460	(48.64) 8,680	(49.91) 8,906	(51.21) 9,128
SCHOOL SITE PERSONNEL	RANGE		OFFICE PERSONNEL	RANGE		
Administrative Secretary - Principal	11.0		Account Technician I	9.5		
Administrative Secretary - CNS	11.0		Account Technician II	11.5		
Alt. Learning Center Instructional Asso.	8.0		Account Technician III	15.0		
Behavior Management Technician I	11.7		Accountant	17.5		
Behavior Management Technician II	14.7		Accountant-Bond Budget	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		
Computer Clerk School	8.0		Administrative Secretary - Support Services	11.5		
Computer Instructional Associate	7.0		Budget-Computer System Specialist	15.0		
District Media Resource Technician	11.0		Categorical Programs Technician	13.5		
Duplicating Machine Operator	5.5		Assessment Examiner-Clerk	8.0		
English Learner (EL) Newcomer Aide	8.0		Child Nutrition Clerk	7.0		
ESL Tutor	8.0		Clerk Typist, Categorical Program	7.0		
Health Clerk	7.0		District - Librarian Assistant	8.0		
Instructional Associate	5.5		District - Student Information Specialist	16.5		
Math/Science Lab Associate	6.0		District - Student Information Clerk	8.0		
Migrant Instructional Aide	5.0		Education Services Center Clerk	8.0		
Migrant Health Statistical Aide	8.0		English Learner (EL) Community Liaison	6.5		
PLA Tutor	6.5		Executive Assistant, Education Services	13.0		
Program Reading Tutor	5.5		Executive Assistant/Operations	13.0		
School Clerk	8.0		Information Clerk	7.0		
School-Community Liaison	10.0		Occupational Therapist	26.0		
School Library/Multi Media Technician	8.0		Office Assistant	8.0		
Special Education Paraeducator I	6.5		Operations Department Clerk	8.0		
Special Education Paraeducator II	7.5/8.5*		Payroll Technician	14.5		
*With Certification			Purchasing Specialist	13.0		
			Second Language Translator-Interpreter	8.0		
			Senior Executive Assistant	16.5		
			Special Projects Coordinator	16.5		
			Speech-Language Pathology Assistant	15.5		
			Substitute Services Specialist	10.0		

Board Approve Date: November 15, 2016

Signature:  Date: 11/16/16

APPENDIX B: CLASSIFICATIONS AND WORK DAYS

CLASSIFICATION	WORK DAYS
*Account Technician I	12 months of service + paid vacation
Account Technician II	11 months of service + paid vacation
Account Technician II	12 months of service + paid vacation
Account Technician III	12 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
*Alternative Learning Center Instructional Associate	181 days of service + paid vacation
Assessment Examiner - Clerk	12 months of service + paid vacation
Assessment Examiner - Clerk	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	
*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 Librarian Assistant	191 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

CLASSIFICATION	WORK DAYS
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	187 days of service + paid vacation
Office Assistant	11 months of service + paid vacation
*Office Assistant	12 months of service + paid vacation
*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
Second Language Translator-Interpreter	180 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
Speech-Language Pathology Assistant	183 days of service + paid vacation
*State Preschool Paraprofessional	182 days of service + paid vacation
*Substitute Services Specialist	11 months of service + paid vacation
Technology Operations Assistant	12 months of service + paid vacation

*Inactive Classifications at the time of publication

APPENDIX C: TENTATIVE AGREEMENT BETWEEN CSEA 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: FAMILY AND MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE GUIDELINES

Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended, and pursuant to the Uniform Services Employment and Reemployment Rights Act (USERRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. In addition, an eligible employee is entitled to pregnancy disability leave (PDL) as provided by California law.

These guidelines are provided to inform employees generally about FMLA, CFRA, and PDL. These guidelines are not intended to provide an exhaustive description of the terms and conditions of these leaves, and the District will administer these leaves in compliance with state and federal statutes and regulations and the collective bargaining agreement.

I. Family Care & Medical Leave

A. Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the District for at least twelve (12) months (52 weeks), which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

B. Family Care And Medical Leave Entitlement

Subject to the provisions of this Agreement and state and federal law and regulations, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

1. The birth of a child and to care for the newborn child (FMLA and CFRA);
2. The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
3. To care for the employee's child, parent, or spouse who has a serious health condition (FMLA and CFRA).
 - a. A child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. "In loco parentis" means in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It does not require a biological or legal relationship.

- b. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.
 - c. “Spouse” means a partner in marriage as defined by Family Code Section 300, which provides, in part, “Marriage is a personal relation arising out of a civil contract between two persons....” For CFRA purposes only, “spouse” also includes a registered domestic partner within the meaning of Family Code Section 297.5.
4. Because of an employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts towards only California Pregnancy Disability Leave (PDL) and FMLA leave. Pregnancy disability does not count toward an employee’s CFRA leave entitlement.)
 5. Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty or has been notified of an impending call or order to active duty status in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA and CFRA leave purposes is determined by a “rolling” twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

C. Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness (FMLA Only)

Subject to the provisions of this Agreement, District policy, and state and federal law, including the FMLA, and eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

1. An eligible employee’s entitlement under Section C is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The “single 12-month period” in which the 26-weeks-of-leave-entitlement described in this Section begins on the first day an employee takes leave to care for the covered service member.
2. During the “single 12-month period” described above, an eligible employee’s FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

D. Minimum Duration Of Leave

1. Minimum duration of family care and medical leave taken for the birth, adoption, or foster care placement of a child: Leave taken for reason of the birth, adoption, or foster care placement of a child of the employee does not have to be taken in one (1) continuous period of time. Any leave(s) taken shall be concluded within one (1) year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. The basic minimum duration of the leave shall be two (2) weeks. However, the District shall grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions.
2. Intermittent or reduced schedule leave: Eligible employees may take family care and medical leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee (FMLA/CFRA) or the serious injury or illness of a covered service member (FMLA only). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must take a reasonable effort to schedule the treatment so as not to disrupt unduly the District's operations.

E. Pay Status And Benefits

Except as provided in this Agreement, a family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health plans' premiums during the period of family care and medical leave for up to the maximum amount of family care and medical leave required by law on the same basis as District contributions would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any, during the leave.

F. Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualified as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason under the collective bargaining agreement or District policy.

G. Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this Section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law (CFRA only).

H. Notice To The District Of Need For FMLA/CFRA or PDL Leave

1. The employee must provide written notice to the District as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least thirty (30) calendar days in advance of the leave, or if not reasonably known thirty (30) calendar days before the leave, then as soon as reasonably practicable.
2. The written notice must inform the District of the reasons for the leave the anticipated start of the leave, and the anticipated duration of the leave.
3. The employee shall consult with the District and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

I. Medical Certification

1. An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the District with recertification by the health care provider.
2. An employee's request for family care and medical leave because of employee's own serious health condition or pregnancy disability leave shall be supported by a certification issued by the employee's health care provider.
3. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.
4. Employees are required to use the medical certification forms available from the District Human Resources Department to meet the certification and recertification requirements of this section.

J. District's Response To Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

K. Dual Parent Employment

Where both parents are District employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period

between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

L. Employee's Status On Returning From FMLA, CFRA, or Pregnancy Disability Leave

Except as provided by law, on return from family care and medical leave or PDL, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave or PDL will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's family care and medical leave.

II. Pregnancy Disability Leave (PDL)

The following additional guidelines apply to Pregnancy Disability Leave (PDL):

A. PDL Entitlement

Under California Pregnancy Disability Leave law, an employee is entitled to a leave of up to four (4) months, as needed, for the period(s) of time an employee is actually disabled because of pregnancy, childbirth, or a related medical condition.

B. Intermittent or Reduced Schedule Leave

Leave may be taken intermittently or on a reduced work schedule when an employee is disabled because of pregnancy, as determined by the employee's health care provider.

C. Relationship of PDL to FMLA and CFRA Leaves

Pregnancy disability leave shall run concurrently with FMLA leave. An eligible employee is entitled to a maximum of four (4) months of pregnancy disability leave for the period of actual disability and an additional maximum of twelve (12) workweeks of CFRA leave to care for the newborn child.

D. Pay Status and Benefits

Except as provided in this Agreement, pregnancy disability leave will be unpaid. The District will continue to provide District contributions toward health insurance plans premiums during the period of pregnancy disability leave on the same basis as coverage and contributions would have been provided had the employee not taken pregnancy disability leave. The employee will be required to continue to pay the employee's share of these health plan premiums, if any. The employee's entitlement to health plan coverage and the District's premium contributions during pregnancy disability leave and during CFRA leave are two (2) separate and distinct

entitlements and the time periods for these two (2) entitlements do not run concurrently.

E. District Recovery of Fringe Benefits Premiums

To the extent allowed by law, the District may recover from an employee health plans premiums paid by the District for the employee's coverage while the employee was on any FMLA, CFRA, and/or pregnancy disability leave (PDL) and the employee fails to return to work following the leave(s).

**APPENDIX F: CLASSIFIED EMPLOYEE'S WORK
PERFORMANCE REPORT**

**BERRYESSA UNION SCHOOL DISTRICT
CLASSIFIED EMPLOYEE'S WORK PERFORMANCE REPORT**

Employee:		Position:	
School/Department:		Supervisor:	
Report Period: From:	To:	Status: Probationary : <input type="checkbox"/> 2 month <input type="checkbox"/> 6 month	
		Permanent : <input type="checkbox"/>	

Performance Standard:

O = Outstanding

S = Satisfactory

U = Unsatisfactory

O S U

COMMENTS SHOULD PROVIDE SPECIFIC COMMENDATIONS AND RECOMMENDATIONS:

A. JOB RELATED PERFORMANCE			
1. Demonstrates knowledge and skills appropriate for the position. Work performed is accurate, thorough, neat, and meets quality expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Communicates well orally and in writing; effectively carries out verbal and written instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Anticipates upcoming work cycles, allocates time and organizes tasks appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Exercises problem solving skills and abilities, appropriate to the position. Asks appropriate questions and seeks assistance from appropriate sources when needed to solve problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

O S U

B. WORK HABITS			
1. Dependable and punctual attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates initiative and flexibility to accommodate work place needs. Sets priorities and improves methods and skills for completing duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Uses time well. Works efficiently, concentrating efforts to assigned tasks. Completes assigned work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Follows policies and procedures, including safety and security.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

O S U

C. ATTITUDE AND COOPERATION			
1. Accepts direction from supervisor(s) and effectively implements suggestions for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Works effectively with, and uses tact and discretion when dealing with students, public, and other employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Respects confidential and personal information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

CLASSIFIED EMPLOYEE'S WORK PERFORMANCE REPORT

Employee:

OVERALL PERFORMANCE RATING (mark one only)		
<input type="checkbox"/> Outstanding	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> 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 in achieving improvements. The employee shall cooperate in this program.

Commendations:

Recommendations:

Methods of Improvements: (as appropriate)

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