

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, 5/8/18.

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 C. 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
132 3.5 **CSEA Membership**

133 The District will provide a CSEA, Chapter 364 membership application in the
134 information packet provided to each new employee in the bargaining unit. CSEA shall
135 receive not less than ten (10) days' notice of any onboarding orientation meeting held
136 between the Human Resources Department representatives and new bargaining unit
137 employees. If a bargaining unit member's first day of work begins less than ten (10) days
138 after the date the employee is hired, the 10-day notice requirement may be reduced, and
139 the District will instead provide as much advance notice as reasonably possible of the
140 orientation meeting.

141 **3.6 Access to New Employee Orientation**

142 3.6.1 The District will provide an annual New Employee Orientation session for
143 new employees in the bargaining unit. CSEA will be provided up to thirty
144 (30) minutes during the New Employee Orientation session to address the new
145 employees and provide information about CSEA. Newly hired unit members
146 shall be paid for attending the New Employee Orientation session at their
147 regularly established pay rate. CSEA shall be provided up to one (1) hour of
148 paid release time to allow one (1) CSEA representative to attend the
149 orientation meeting if the meeting is scheduled during the representative's
150 work time. This release time shall not be counted against the total release
151 time provided by any other provision of this Agreement. The CSEA Labor

152 Relations Representative (a non-District employee) may also attend the New
153 Employee Orientation session.

154 3.6.2 If unit members are hired after the New Employee Orientation session, the
155 District will provide notice to CSEA of any onboarding orientation meeting
156 held between the new unit member and the Human Resources Department as
157 required by Section 3.5 above, and shall allow a CSEA representative paid
158 release time from work to spend fifteen (15) minutes with the new unit
159 member at the end of the onboarding orientation meeting in order to provide
160 information about CSEA. This release time shall not be counted against the
161 total release time provided by any other provision of this Agreement. The
162 CSEA Labor Relations Representative (a non-District employee) may also
163 attend the New Employee Orientation session.

164 **3.7 Bargaining Unit Member Contact Information**

165 The District shall provide CSEA with a list of names and contact information (listed
166 below) for any newly hired unit members within 30 days of the date of hire or by the first
167 pay period of the month following hire. The District shall also provide CSEA a list of all
168 unit member names and contact information on the last working day of September,
169 January, and May. The information required by this Section 3.7 shall include the
170 following information except for any information subject to exclusion pursuant to
171 Government Code Section 6254.3(c):

- 172 • Employee identification number;
- 173 • Full name;
- 174 • Job title;
- 175 • Department;
- 176 • Primary worksite;
- 177 • FTE value (e.g. 1.00 or 0.75 or similar);
- 178 • Hire date;
- 179 • Work telephone number;
- 180 • Home address; and
- 181 • Personal email address on file with the District, if any.

182 **ARTICLE 4: EMPLOYEE RIGHTS**

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

186 **ARTICLE 5: CONCERTED ACTIVITIES**

- 187 5.1 It is agreed and understood that there will be no strike, work stoppage, slow-down,
188 picketing or refusal or failure to fully and faithfully perform job functions and
189 responsibilities, or other interference with the operations of the District by CSEA or by
190 its officers, agents, or members during the term of this Agreement, including compliance
191 with the request of other labor organizations to engage in such activity.
- 192 5.2 CSEA recognizes the duty and obligations of its representatives to comply with the
193 provisions of the Agreement and to make every effort toward inducing all employees to
194 do so. In the event of a strike, work stoppage, slow-down or other interference with the
195 operations of the District by employees who are represented by CSEA, CSEA agrees in
196 good faith to take all necessary steps to cause those employees to cease such action.
- 197 5.3 It is agreed and understood that any employee violating this Article will be subject to
198 discipline up to and including termination by the District.
- 199 5.4 It is understood that in the event this Article is violated by CSEA or the District, either
200 party is entitled to take whatever appropriate legal action is available. This Section is not
201 grievable under the provisions of Article 7.
- 202 5.5 The District agrees not to lock out bargaining unit employees during the term of this
203 Agreement.

204 **ARTICLE 6: CSEA RELEASE TIME**

205 6.1 CSEA representatives will exclusively receive time off from duties for the processing of
206 grievances past the informal level of the grievance procedure, Article 7 herein, for CSEA
207 members who are designated as CSEA representatives, subject to the following
208 conditions:

209 6.1.1 Within ten (10) working days following the appointment of new
210 representatives, the CSEA President will designate in writing to the
211 Superintendent or designee CSEA representatives authorized to receive
212 release time.

213 6.1.2 For grievance processing, the designated representative shall inform his/her
214 immediate supervisor of the need to be absent no later than the work day
215 before the use of release time in order that an adequate substitute may be
216 obtained, if such is necessary.

217 6.1.3 That such time off shall be limited solely to representing a grievance in a
218 conference with a management person, beyond the informal level and in no
219 way shall this limitation include use of such time for matters such as gathering
220 information, interviewing witnesses, or preparing a presentation.

221 6.2 Two (2) days per month release time will be given to the CSEA President or designee for
222 the purpose of problem solving and other CSEA business. The District will provide a
223 substitute as needed. CSEA will generally be required to provide at least two (2) weeks
224 advance notice of the absence, but may provide lesser notice when circumstances call for
225 less notice. The advance notice must be reasonable in light of the circumstances.

226 **6.3 Annual Conference**

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

231 **ARTICLE 7: GRIEVANCE**

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

236 7.1 **Definitions**

237 7.1.1 **Grievance:** An allegation by unit member(s) or CSEA of a violation of
238 specific provision(s) of the Contract.

239 7.1.2 **Working Day:** A “working day” is any day on which the central
240 administrative offices of the Berryessa Union School District are open for
241 business.

242 7.1.3 **Grievant:** A unit member, unit members, or CSEA.

243 7.2 **Grievance Procedures**

244 7.2.1 A unit member has a right to a CSEA representative at all grievance
245 conferences, and the District administrator/supervisor involved in the
246 conference may as another District representative to attend grievance
247 conferences.

248 7.2.2 No reprisal shall be invoked against any grievant for processing a grievance.

249 7.2.3 Except by mutual agreement, failure by the employer at any level to
250 communicate a decision within the specified time limit shall permit the
251 grievant to proceed to the next level.

252 7.2.4 Except by mutual agreement, failure by grievant at any level to appeal a
253 grievance to the next level within the specified time limit shall be considered
254 acceptance of the grievance at that level. All meetings to process grievance
255 will be conducted in District facilities.

256 7.2.5 If the Level 3 hearing with the Superintendent is scheduled during the
257 grievant’s regular working day, the grievant and one (1) CSEA representative
258 will receive time off from normal duties for the purpose of processing the
259 grievance.

260 7.2.6 The grievant must be present at each level of the grievance process.

261 7.2.7 In the event a grievance is filed by a unit member without the assistance of
262 CSEA, the District shall send a copy of the grievance and its resolution to
263 CSEA. Within ten (10) days of receipt, CSEA may submit a written response,
264 which shall be filed with the grievance and resolution in a grievance file.

- 265 7.2.8 Group Grievance: If the same grievance involves unit members at different
266 work sites or departments, the grievance shall be filed at Level 2.
- 267 7.3 **Level 1 – Immediate Supervisor**
- 268 7.3.1 Within ten (10) working days after the grievant knew, or reasonably should
269 have known of the condition upon which the grievance is based, the grievant
270 may present the grievance in writing, on a form to be provided by the District,
271 to the administrator with immediate administrative responsibilities for the
272 position to which the grievant is assigned.
- 273 7.3.2 The statement of grievance shall be a clear, concise statement of the
274 circumstances on which the grievance is based, the persons involved, and the
275 remedy sought.
- 276 7.3.3 Either party to the grievance shall have the right to a conference with the other
277 party.
- 278 7.3.4 The immediate supervisor shall communicate the decision to the grievant and
279 CSEA in writing within ten (10) working days after receiving the grievance.
- 280 7.4 **Level 2 – Human Resources Administrator**
- 281 7.4.1 A grievant may appeal, in writing, the decision from Level 1 to the Assistant
282 Superintendent of Human Resources within ten (10) working days after
283 receiving it.
- 284 7.4.2 This statement shall be a clear, concise statement and shall include: the
285 circumstances on which the grievance is based; the persons involved and the
286 remedy sought; an outline of actions taken to adjust the complaint; and the
287 reasons for the appeal from the decision.
- 288 7.4.3 The Assistant Superintendent of Human Resources shall confer with the
289 grievant and communicate the decision to the grievant in writing, within ten
290 (10) working days of the appeal date.
- 291 7.5 **Level 3 - Superintendent**
- 292 7.5.1 The grievant may appeal the decision from Level 2 to the Superintendent
293 within ten (10) working days after receiving it. The appeal shall be submitted
294 to the Assistant Superintendent of Human Resources who shall forward the
295 grievance to the Superintendent.
- 296 7.5.2 A conference shall be held and the Superintendent shall communicate the
297 decision to the grievant within ten (10) working days of the appeal.

298 7.6 **Level 4 – Arbitration**

299 7.6.1 If the grievant and CSEA are not satisfied with the disposition at Level 3 or
300 the time limits expire without the issuance of the Superintendent’s written
301 reply, CSEA may, within twenty (20) working days, submit the grievance to
302 arbitration. The notice of intent to arbitrate shall be submitted in writing to
303 the Superintendent within those twenty (20) working days.

304 7.6.2 The parties to the arbitration shall be the District and CSEA.

305 7.6.3 At the request of either party, a certified court reporter shall be employed to
306 personally record verbatim the entire hearing. The parties shall share equally
307 the cost of the reporter. If either party desires a transcript, that party shall pay
308 the cost of the transcript.

309 7.6.4 **Functions of the Arbitrator**

310 7.6.4.1 To hold a hearing concerning the grievance.

311 7.6.4.2 To render a written decision to CSEA and the District within
312 twenty (20) working days after the closing of the hearing unless
313 the parties agree otherwise.

314 7.6.5 **Arbitrator Selection**

315 7.6.5.1 Within ten (10) working days after written notice of submission to
316 arbitration, the California State Conciliation Service will be
317 requested by either party to supply a list of five (5) arbitrators.
318 Thereafter, the arbitrator shall be selected from the list by each
319 party, alternately striking a name, until one name remains. The
320 party striking first shall be determined by a flip of the coin.

321 7.6.5.2 The District and CSEA will share equally the payment of the
322 services and expenses of the arbitrator.

323 7.6.6 **Arbitrator’s Powers and Limitations**

324 7.6.6.1 The arbitrator shall consider only those issues that have been
325 properly carried through all prior steps of the Grievance Procedure.

326 7.6.6.2 The arbitrator shall afford the parties a reasonable opportunity to
327 present evidence, witnesses and arguments.

328 7.6.6.3 The arbitrator’s jurisdiction shall be confined to a determination of
329 the facts and interpretation of the provisions of this Agreement.

330 7.6.6.4 The arbitrator shall have no authority to interpret any state or
331 federal law when the compliance or noncompliance therewith

332 might be involved in the consideration of the grievance or to award
333 punitive damages.

334 7.6.6.5 The arbitrator's decision shall be final and binding.

335 **ARTICLE 8: COMPENSATION AND BENEFITS**

336 8.1 **Salary**

337

338 **2016-2017 Salary**

339

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

343

344 **2017-2018 Salary**

345 **Salary Schedule Increase;** Effective July 1, 2017, the salary schedule for the 2017-2018
346 year shall be increased by five percent (5%) over the 2016-2017 salary schedule and is
347 attached to this Agreement as Appendix B.

348 **2018-2019 Salary**

349 **Salary Schedule Increase;** Effective July 1, 2018, the salary schedule for the 2018-2019
350 year shall be increased by two and one-half percent (2.5%) over the 2017-2018 salary
351 schedule and is attached to this Agreement as Appendix B.

352 8.2 **Step Increases**

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

357 8.3 **Other Compensation**

358 8.3.1 For unit members continuously employed by the District prior to January 1,
359 2013 the District will pick up a three percent (3%) PERS buyout for those unit
360 members participating in PERS.

361 8.3.2 For unit members first employed by the District (or re-employed after a break
362 in service) on or after January 1, 2013, the District will not pick up any
363 portion of the employees' required PERS contributions.

364 8.3.3 Non-bargaining unit yard-duty work will be added to an employee's
365 bargaining unit FTE for the purpose of PERS eligibility and contributions.

366 8.4 **Working in a Higher Classification**

367 8.4.1 Bargaining unit employees shall not be required to perform duties which are
368 not fixed and prescribed for their classification, unless the duties reasonably
369 relate to those fixed for the class, for any period of time which exceeds five

370 (5) working days within a fifteen (15) calendar day period except as
371 authorized herein.

372 8.4.2 A bargaining unit employee may be required to perform duties inconsistent
373 with those assigned to the class for a period of more than five (5) working
374 days provided that his/her salary is adjusted retroactive for the entire period
375 he/she is required to work in a higher class and in such amounts as will
376 provide an amount equivalent to the higher range and the step the unit
377 member is currently on.

378 8.4.3 Unit members who are temporarily assigned to a lower classification shall
379 suffer no reduction in pay or hours as a result of the temporary assignment.

380 8.4.4 As used in this Article, “classification” shall be defined as any group of
381 positions sufficiently similar in duties, responsibilities, and authority that the
382 same job title, minimum qualifications and salary range are appropriate for all
383 positions in the classification.

384 8.5 **School Site Clerical Substitutes**

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

395 8.6 **Maintaining a Classroom**

396 8.6.1 In case of certificated work stoppage, natural disaster, and/or lack of qualified
397 substitutes, a unit member may be assigned the responsibility of maintaining a
398 classroom when certificated staff is unavailable to directly maintain a
399 classroom, and periodic supervision is provided by a certificated employee.

400 8.6.2 Effective July 1, 2016, the pay for such classroom maintenance shall be
401 sixteen dollars and sixty cents (\$16.60) in addition to the unit member’s
402 regular pay. . Effective July 1, 2017, this amount will increase to seventeen
403 dollars and forty-three cents (\$17.43). Effective July 1, 2018, this amount will
404 increase to seventeen dollars and eighty-seven cents (17.87).

405 8.6.2.1 This amount shall be increased each year by the percentage
406 increase of the salary schedule as indicated above.

407 8.6.2.2 If more than one classified employee assumes the same classroom
408 responsibility, the above rate shall be divided equally.

409 8.6.2.3 The utilization of a unit member to maintain a classroom cannot
410 exceed two (2) consecutive days under any circumstances, except
411 in instances of a certificated work stoppage or natural disaster.

412 8.7 **Pay Provision and Training for Special Education Paraeducators, Case Facilitators**
413 **and Behavior Management Technicians**

414 8.7.1 The salary range for Special Education Paraeducator I shall be: 6.5.

415 8.7.2 The salary range for Special Education Paraeducator II shall be as follows:

416 8.7.2.1 Salary range with District certificate placement: 8.5.

417 8.7.2.2 A Special Education Paraeducator II placed in the above
418 classification must obtain a District certificate of competency in
419 order to be placed at range: 8.5.

420 8.7.2.3 Salary range with placement only: 7.5.

421 8.7.3 **Training**

422 8.7.3.1 Based on program needs, the District will determine appropriate
423 training for Special Education Paraeducator I's to become eligible
424 to be Special Education Paraeducator II's and for Special
425 Education Paraeducator II's to become eligible to be Behavior
426 Management Technicians. The District will provide this training
427 as needed. The District will provide CSEA with the annual
428 training schedule no later than October 1 of each year.

429 8.7.3.2 All bargaining unit members assigned to enroll in certified
430 Therapeutic Crisis Intervention (TCI) training to obtain de-
431 escalation and restraint certification shall be paid \$17.86 per hour
432 for the training. The District shall meet with the Chapter President
433 or designee to discuss recommendations for the prioritization of
434 TCI training attendees.

435 8.7.3.3 For each of the 2018-2019 and 2019-2020 years only, unit
436 members assigned to 180-day, 181-day and 183-day positions will
437 work and receive pay for an additional two days of service. The
438 length of the work year and associated pay for these positions will
439 return to 180, 181, and 183 days (respectively) beginning in the
440 2020-2021 year.

441 8.7.4 **Daily Living Requirements**

442 8.7.4.1 Special Education Paraeducators I and II, Case Facilitators, and
443 Behavior Management Technicians I and II are expected to
444 provide daily living requirements if students require such services
445 except for a Special Education Paraeducator I employed before
446 March 1, 1997 will not be required to provide daily living
447 requirements as part of developing students' daily living skills.
448 Daily living requirements, as used in this provision, involves actual
449 bodily assistance of the student and not mere escorting or mere
450 observation for emergencies.

451 8.7.4.2 When a Special Education Paraeducator I (regardless of hire date)
452 provides daily living requirements, that individual shall receive a
453 one (1) range differential per month for the time daily living
454 requirements are provided.

455 8.7.5 **Medical Procedures**

456 8.7.5.1 The District may assign Special Education Paraeducators I and II
457 to be trained and assigned for such services to provide medical
458 procedures for students, including, but not limited to
459 catheterization, gavage feeding, injection, or suctioning. Unit
460 members assigned to provide medical procedures to students on a
461 regular basis shall be paid seventy-five dollars (\$75) a month for
462 providing these services.

463 8.7.5.2 Under the District nurse and/or principal's direction, each school
464 site will develop a backup plan to provide designated medical
465 procedures when the unit member assigned those duties is absent.
466 This plan shall include provisions for providing appropriate
467 training to unit members who provide the designated medical
468 procedures. Unit members providing designated medical
469 procedures on a back-up basis shall be paid ten dollars (\$10) per
470 day on which the service is provided, not to exceed a total of
471 seventy-five dollars (\$75) in any calendar month.

472 8.7.5.3 Unit members assigned to provide medical procedures for a
473 specific child will be provided the necessary on-the-job training for
474 the specific procedures. This training will be at the District's
475 expense and provided by qualified personnel. Interested unit
476 members (other than those in positions listed in Section 8.7.4.1)
477 can also volunteer for and receive this specific training. Upon
478 successful completion of the training, these volunteers will become
479 eligible for assignment to provide medical procedures to students.
480 The District has sole discretion to determine whether and when to

481 provide training, and to select appropriate unit members for
482 assignment to provide the medical procedures.

483 8.7.6 Special Education Paraeducators I and II, Behavior Management Technicians
484 I and II, and Case Facilitators shall be considered placed at the District Office
485 for purposes of assignment only.

486 8.7.7 When a Special Education Paraeducator I or II is assigned to a Special Day
487 Class or a Resource Program when a substitute teacher is provided, the
488 Paraeducator shall receive an additional hour of pay for each day with the
489 substitute, except in the case of the assignment of a long-term substitute, in
490 which case the Paraeducator will be paid an additional hour for only the first
491 ten (10) days.

492 8.8 **Longevity**

493 8.8.1 Unit members must be in paid status at least seventy-five percent (75%) of the
494 school year in order to receive credit for a year of service.

495 8.8.2 Unit members will receive longevity steps on July 1 as follow:

496 beginning of the 7th consecutive year – 4% increase in base salary
497 beginning of the 12th consecutive year – 7% increase in base salary
498 beginning of the 17th consecutive year – 10% increase in base salary
499 beginning of the 21st consecutive year – 13% increase in base salary
500 beginning of the 25th consecutive year – 16% increase in base salary.
501

502 8.8.3 Unit members with breaks-in-service shall be eligible to have all years
503 counted for longevity effective November 1, 1987.

504 8.9 **Health and Welfare Benefits**

505 The District's required contributions toward premiums for medical, dental and vision
506 benefits are set forth in this Section 8.9 (including subsections). Any premium costs
507 above the amounts listed in Section 8.9 will be deducted from unit members' pay checks.
508

509 8.9.1 **Medical Premiums**

510 For the school years 2016-2017 through 2018-2019, medical benefits will be
511 provided by participation in the CalPERS Health Benefits Program, the Public
512 Employees' Medical and Hospital Care Act (PEMHCA). Unit members may
513 choose any one of the plans offered by CalPERS, and must comply with all
514 applicable rules and regulations of the CalPERS Health Benefits Program and
515 PEMHCA. The District shall make contributions toward CalPERS medical
516 premiums for unit members as described below:

517

8.9.1.1 **District Basic Contribution For Medical Premiums**

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As required by California Government Code Section 22892, the District will contribute the minimum required contribution amount for each unit member enrolled in an approved CalPERS health plan option. The amount required by Government Code Section 22892 increases annually and is the District's Basic employee only medical benefits Contribution. This Basic Contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

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

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

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534

- \$1,075 per month for unit members enrolled in employee only medical benefit plans; and

535
536

- \$1,232 per month for unit members enrolled in two-party or family medical benefits plans.

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

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

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Effective January 1, 2017, the District will provide to each eligible full-time unit member a supplemental monthly contribution toward the costs of the medical plans that, when added to the District Basic Contribution in Section 8.9.1.1 will not exceed the following amounts:

546
547

- \$1,075 per month for unit members enrolled in employee only medical benefit plans; and

548
549

- \$1,294 per month for unit members enrolled in two-party or family medical benefits plans.

550
551

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

552 8.9.1.4 **District Supplemental Benefits Contribution for Medical**
553 **Premiums Beginning June 1, 2018**

554 Effective the first day of the month in 2018 after the District
555 governing board approves the amendments to this Agreement, the
556 District will provide to each eligible full-time unit member a
557 supplemental monthly contribution toward the costs of the medical
558 plans that, when added to the District Basic Contribution in
559 Section 8.9.1.1 will not exceed the following amounts:

- 560 • \$1,075 per month for unit members enrolled in employee only
561 medical benefit plans; and
- 562 • \$1,373 per month for unit members enrolled in two-party or
563 family medical benefits plans.

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

566 8.9.2 **Dental and Vision Premiums**

567 Until the Joint Powers Authority (JPA) through which the District secures its
568 dental insurance moves away from the composite rate and into a tiered rate
569 plan, the District will pay the cost of the dental and vision insurance
570 premiums, up to the combined total of the Delta Dental composite rate and the
571 Vision Services composite rate. Effective on the date that the JPA moves to
572 the tiered dental insurance plan, the District will pay the full cost of vision
573 insurance premiums and the cost of the dental insurance premiums in an
574 amount up to the full cost of premiums for the JPA’s Delta Dental “High
575 Plan” for the tier in which the unit member is eligible and enrolled
576 (single/two-party/family) as authorized by the JPA. Unit members may elect
577 to enroll in the Delta Dental “Premium Plan,” as allowed by the JPA, and shall
578 be responsible to pay any premium cost above the “High Plan” premiums for
579 the tier in which the unit member is enrolled. Any additional premium costs
580 shall be deducted from the unit members’ paychecks. Unit members assigned
581 to work a total of at least 0.5 FTE are required to participate in the District’s
582 dental and vision insurance programs.

583 8.9.3 **Part-time Employees – Pro-Ration of Benefits**

584 8.9.3.1 Unit members hired prior to January 1, 1978, will be entitled to a
585 pro-ration of medical, dental, and vision benefits regardless of
586 number of hours worked. Unit members hired after January 1,
587 1978, must be assigned to work a total of at least 0.5 FTE to
588 qualify on a pro-rata basis.

- 589 8.9.3.2 Ten (10) month employees shall have their annual health and
590 welfare payment prorated over the ten (10) month work period.
- 591 8.9.3.3 The proration of benefits for part-time unit members pursuant to
592 this section 8.9.3 shall be calculated by prorating each unit
593 member's "total District contribution amount" by their FTE status.
594 For purposes of this proration, the "total District contribution
595 amount" is defined as the sum of (1) the medical benefits cap
596 established by section 8.9.1 for the plan tier for which the part-time
597 unit member is eligible and enrolled (employee only or two-
598 party/family), (2) the dental benefits premium cap for dental
599 benefits coverage (i.e. the composite rate until the JPA change
600 described in section 8.9.2 becomes effective, or the "High Plan"
601 premium for the tier for which the unit member is eligible and
602 enrolled) and (3) the applicable premium cost for the unit member
603 for vision insurance coverage. The prorated "total District
604 contribution amount" will be used to pay health and welfare
605 premiums in the following order: (1) dental (no more than the
606 High Plan premium cost), (2) vision, (3) medical. Unit members
607 are responsible to pay for any premium costs not covered by the
608 prorated "total District contribution amount."
- 609 8.9.3.4 The District will pay the full costs of vision insurance premiums
610 and dental insurance premiums up to the High Plan premium level
611 for part-time unit members who elect not to enroll in the District's
612 medical insurance plan, but not more than the pro-rated single cap
613 amount specified in Section 8.9.1.4.
- 614 8.10 **Domestic Partners**
- 615 8.10.1 Domestic partners will be covered by the District's health and welfare plans to
616 the extent that the District carriers provide such coverage.
- 617 8.10.2 The District will provide health benefits for qualified domestic partners of
618 bargaining unit members to the same extent, and subject to the same terms and
619 conditions, as health benefits are available to dependents of unit members
620 under this Agreement. This coverage is conditioned upon the domestic
621 partner meeting all of the criteria of California Family Code Section 297, and
622 upon the unit member presenting the District with proof that a valid
623 declaration of domestic partnership has been filed pursuant to the above
624 Family Code Section or with any local agency registering domestic
625 partnership.
- 626 8.11 **Section 125 Plan**
- 627 A Section 125 plan will be implemented and made available to unit members. Effective
628 November 1, 1999, the District will no longer allow the funds listed in Subsection 8.9.1

629 above for payment of premiums for insurance other than medical, dental, or vision.
630 Other insurance premiums may be purchased at District group rates by a unit member
631 through the salary reduction plan (IRS Code Section 125 plan).

632 8.12 **Retiree Medical Benefits**

633 8.12.1 For unit members hired on or after July 1, 2007, the District shall be required
634 to provide only the District Basic Contribution toward medical premiums set
635 forth in Section 8.9.1.1. This District Basic Contribution shall be required
636 only to the extent required by law, and only as long as the District participates
637 in the PEMHCA plan.

638 8.12.2 For unit members hired before July 1, 2007, and retiring on or after July 1,
639 2008, the District shall provide unit members retiring at the age of fifty-five
640 (55) or older, fringe benefits premium contributions according to the
641 following schedule:

642 8.12.2.1 The District Basic Contribution required by Section 8.9.1.1 and
643 Government Code Section 22892.

644 8.12.2.2 In addition to the District Basic Contribution for retired unit
645 members with fifteen (15) up to twenty (20) years of District
646 service, the District shall provide an amount for unit member only
647 medical coverage that, when added to the District Basic
648 Contribution required by Section 8.9.1.1, will not exceed the
649 Kaiser single party rate in effect on the date the unit member's
650 retirement becomes effective;

651 8.12.2.3 In addition to the District Basic Contribution for retired unit
652 members with twenty (20) and up to thirty (30) years of District
653 service, the District shall provide premiums for dental and vision
654 coverage and an amount for unit member only medical coverage
655 only that, when added to the District Basic Contribution required
656 by Section 8.9.1.1 will not exceed the Kaiser single party rate in
657 effect on the date the unit member's retirement becomes effective.

658 8.12.2.4 In addition to the District Basic Contribution, for retired unit
659 members with thirty (30) years or more of District service who
660 were hired before January 1, 2002, the District shall provide an
661 amount for the retiree and spouse or domestic partner premiums
662 for dental and vision coverage and medical coverage that, when
663 added to the District Basic Contribution required by Section
664 8.9.1.1, will not exceed the Kaiser two-party rate, dental rate, and
665 vision rate. Unit members hired on or after January 1, 2002, with
666 thirty (30) years or more of District service shall receive the same
667 retiree health benefits contributions as that described in Section

- 668 8.12.3.3 for retired unit members with twenty to thirty (20-30)
669 years of District service.
- 670 8.12.3 For unit members hired before July 1, 2007, and retiring before July 1, 2008,
671 the District shall provide unit members retiring at the age of fifty-five (55) or
672 older, fringe benefits premium contributions according to the following
673 schedule:
- 674 8.12.3.1 The District Basic Contribution required by Section 8.9.1.1 and
675 Government Code Section 22892.
- 676 8.12.3.2 In addition to the District Basic Contribution, for retired unit
677 members with at least fifteen (15) and up to twenty (20) years of
678 District service, the District shall provide an amount for unit
679 member only coverage that, when added to the District Basic
680 Contribution required by Section 8.9.1.1 will not exceed the Kaiser
681 single party rate.
- 682 8.12.3.3 In addition to the District Basic Contribution for retired unit
683 members with at least twenty (20) and up to thirty (30) years of
684 District service, the District shall provide premiums for dental and
685 vision coverage and an amount for unit member coverage only
686 that, when added to the District Basic Contribution required by
687 Section 8.9.1.1 will not exceed the Kaiser single party rate, dental
688 rate and vision rate.
- 689 8.12.3.4 In addition to the District Basic Contribution for retired unit
690 members with thirty (30) or more years of District service, the
691 District shall provide premiums for dental and vision coverage and
692 an amount for the retiree and spouse or domestic partner coverage
693 that, when added to the District Basic Contribution required by
694 Section 8.9.1.1, will not exceed the Kaiser two-party rate, dental
695 rate and vision rate.
- 696 8.12.4 The years of service described in Sections 8.12.2 and 8.12.3 must be as a unit
697 member in the Berryessa Union School District.
- 698 8.12.5 For retired unit members who worked part-time at the time of retirement, the
699 District's premium contribution described in this Section 8.12 shall be
700 prorated based on the number of hours worked.
- 701 8.12.6 The payment of premiums (if any) required under Section 8.12 will continue
702 until the unit member-retiree is eligible for Medicare or reaches the age of
703 sixty-five (65), whichever event occurs first. When the unit member retiree is
704 eligible for Medicare or reaches the age of sixty-five (65) (whichever occurs
705 first), the unit member-retiree shall be eligible only for the District Basic

- 706 Contribution as required by Section 8.9.1.1 and Government Code Section
707 22892, and only to the extent that such contribution is required by law.
- 708 8.12.7 To be eligible for retiree medical benefits under Section 8.12, the unit member
709 must have been on paid status in the District or on approved leave at the time
710 of retirement and comply with all applicable rules and requirements for
711 eligibility and participation in retiree medical benefits through CalPERS,
712 including but not limited to the requirement that the unit member retires under
713 CalPERS, and that the unit member must have been enrolled in a CalPERS
714 health plan as an active employee at the time of retirement.
- 715 8.12.8 In lieu of any fringe benefits for those qualifying under this Section 8.12, a
716 unit member with twenty (20) or more years of Berryessa Union School
717 District service, may elect to receive a one (1) time payment calculated on five
718 hundred dollars (\$500) per each year of District service, up to a maximum of
719 fifteen thousand dollars (\$15,000).
- 720 8.13 **Professional Growth Program**
- 721 8.13.1 **Establishment of Professional Growth Committee**
- 722 The President of the Majority Classified Organization shall appoint a
723 Professional Growth Chairperson for a one (1) year term. Three (3)
724 committee members shall be chosen by the affected units (CSEA, Teamsters,
725 and Classified Confidential Management Team). It shall be up to the units to
726 decide on their selection process, with one (1) administrative staff member,
727 and the Superintendent or designee, for a total of five (5) members.
- 728 8.13.2 **Duties of the Committee**
- 729 Committee members will review requests for Professional Growth, for their
730 respective bargaining units. The Committee will review Professional Growth
731 applications in accordance with Article 8.13.5.4 below.
- 732 8.13.3 **Professional Growth Requirements**
- 733 Professional Growth increments may be awarded after completing nine (9)
734 units of work in community college, accredited university or college, Adult
735 Education (including seminars and workshops). Effective July 1, 1998,
736 Professional Growth Increments will be paid at two hundred and fifty dollars
737 (\$250) per increment paid in a lump sum on November 30. All CSEA unit
738 members shall be eligible to participate in the Professional Growth program.
- 739 8.13.4 **Unit Evaluation Requirements**
- 740 8.13.4.1 All units approved and earned must be job related.

- 741 8.13.4.2 Courses submitted for credit must be approved prior to beginning
742 classes.
- 743 8.13.4.3 Credit may be granted only for courses completed after the date of
744 beginning employment with Berryessa Union School District.
- 745 8.13.4.4 One (1) unit (or one (1) semester) normally represents one (1) hour
746 per week during one (1) semester in lecture or recitation work with
747 necessary preparation time, or three (3) hours per week in
748 laboratory or other work not requiring homework or other
749 preparation.
- 750 8.13.4.5 Credit for classes in adult education or other approved education
751 experience (including seminars and workshops) will be granted as
752 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

- 753 8.13.4.6 Credit for adult education courses, seminars, and/or workshops that
754 are less than five (5) hours in length may be combined in order to
755 earn professional growth units and increments.
- 756 8.13.4.7 In order to receive credit for the course, all unit members taking
757 courses in adult education must obtain a satisfactory grade and
758 follow the attendance schedule (see absences permitted). Courses
759 may only be repeated if the unit member fails the course. Credit
760 for District units may be carried into the succeeding school year.
- 761 8.13.4.8 Professional growth credit will not be granted for courses,
762 seminars, and/or workshops paid for by the District or attended on
763 district time. Professional growth credit will not be granted for any
764 class for which the District provided expense reimbursement under
765 the Career Ladder Program established by Section 8.15.

766 8.13.5 **Procedures**

767
768 8.13.5.1 Applicants for Professional Growth obtain the application form
769 from the office of Human Resources. Applicants shall fill out the
770 form completely and obtain immediate supervisor's signature.

771 8.13.5.2 Applicants shall submit the signed form to Human Resources.
772 Upon receipt, Human Resources shall distribute applications to the
773 CSEA Professional Growth Committee Member.

774 8.13.5.3 The CSEA Committee Member shall indicate on the application
775 that they approve or deny and shall submit the application to the
776 Assistant Superintendent of Human Resources for counter
777 signature within five (5) work days. The Assistant Superintendent
778 of Human Resources shall indicate on the application that they
779 approve or deny within 5 work days of receipt of application.
780 Should the CSEA Committee Member and the Assistant
781 Superintendent of Human Resources both approve, the application
782 is considered complete and the applicant may begin approved
783 courses. Should both deny, the application is considered complete
784 and the application is denied.

785
786 8.13.5.4 **Professional Growth Committee Review**

787
788 If there is disagreement between the CSEA Committee Member
789 and the Assistant Superintendent of Human Resources, the
790 application shall be forwarded to the Professional Growth
791 Committee Chairperson for committee review within five (5) work
792 days. The Committee shall vote to approve or deny such
793 applications. The decision of the Professional Growth Committee
794 is final.

795
796 8.13.5.5 It is the responsibility of the applicant to apply for Professional
797 Growth Credit and verify completion of course work with the
798 Human Resources Department. An official transcript, verified
799 grade card, instructor's signed statement, or signed certificate of
800 completion covering work completed shall be filed by the
801 applicant to Human Resources within three (3) months of
802 completing the class.

803 8.14 **Staff Development**

804 Each school year, the District will deposit five thousand dollars (\$5,000) into a fund to
805 provide staff development for unit members. A committee of CSEA representatives and
806 District administrators will review and approve proposals for use of these funds. The
807 committee shall be comprised of the following four (4) members: (1) the CSEA President

808 or designee, (2) a second representative appointed by CSEA, (3) the Assistant
809 Superintendent of Human Resources or designee, and (4) The Assistant Superintendent of
810 Educational Services or designee. Any money left in the account at the end of the fiscal
811 year will be “rolled over” to the following year up to a maximum of twenty-five thousand
812 dollars (\$25,000).

813 8.15 **Career Ladder Program**

814 8.15.1 **Program Description**

815 8.15.1.1 Each school year, five thousand dollars (\$5,000) will be set aside
816 by the District in support of a Career Ladder Program for unit
817 members who are working towards completing requirements for a
818 teaching or other services credential issued by the California
819 Commission on Teacher Credentialing (CTC). Any money left in
820 the account at the end of the fiscal year will be “rolled over” to the
821 following year.

822 8.15.1.2 The Program shall provide reimbursement to unit members of up
823 to a maximum of \$5,000 per year for the costs of completing
824 approved coursework needed to obtain a teaching or other services
825 credential issued by the CTC. Costs reimbursable through the
826 Career Ladder Program include costs of course registration, tuition,
827 books, lab and examination fees at accredited higher education
828 institutions. Incidental expenses such as parking, health services,
829 and student penalty fees will not be reimbursed.

830 8.15.1.3 The Career Ladder Committee shall consider applications for
831 reimbursement as stated in Section 8.15.3.

832 8.15.1.4 No more than four (4) participants may be authorized during any
833 year that the Program is in effect.

834 8.15.2 **Program Requirements**

835 8.15.2.1 The Classified Career Ladder Award Program application must be
836 completed by the applicant and submitted to the Human Resources
837 Department. Upon receipt, Human Resources shall distribute
838 completed applications to the Career Ladder Committee.
839 Applications must be approved by the Career Ladder Committee
840 prior to commencing the coursework for which reimbursement is
841 sought.

842 8.15.2.2 Unit members who have completed their initial probationary
843 period with the District may apply for the Career Ladder Program.
844 Career Ladder Program Participants must be working toward
845 completing requirements for a teaching or other services credential
846 issued by the California Commission on Teacher Credentialing.

- 847 8.15.2.3 The Program application shall require Participants to specify a plan
848 and timeline for completion of the educational and other
849 requirements for a CTC-issued credential, and shall include
850 confirmation that the Program applicant understands and agrees to
851 the Participant requirements, including, but not limited to the
852 Program commitment requirements set forth in Section 8.15.4.
- 853 8.15.2.4 After a Program application is approved and the Participant is
854 accepted into the Program, the Participant is not required to
855 reapply to receive reimbursement through the Program for
856 reimbursable tuition costs and other expenses as approved in the
857 Program application.
- 858 8.15.2.5 To receive reimbursement for costs approved in the Program
859 application, Participants must submit to Human Resources verified
860 transcripts from the accredited institution where coursework has
861 been completed, as well as copies of receipts for approved
862 expenses. Participants must obtain a C/Pass grade or better in
863 order to receive reimbursement for tuition associated with that
864 class.
- 865 8.15.2.6 Approval of an initial Program application does not guarantee that
866 funding will be available to provide reimbursement for all years of
867 Program participation as described in the application.
- 868 8.15.3 **Career Ladder Committee**
- 869 8.15.3.1 A Career Ladder Committee shall be established to consider and
870 approve applications for participation in the Career Ladder
871 Program. The Committee shall have four (4) members, with two
872 appointed by CSEA, and two appointed by the District.
- 873 8.15.3.2 The Committee will review each application to determine whether
874 to grant or deny the request for funding, and may approve funding
875 in an amount different from that requested in the initial application.
876 The committee may approve applications for up to a maximum of
877 \$5,000 per year per participant for approved career ladder
878 activities. Approval of Program applications requires an
879 affirmative vote of at least three committee members. Decisions of
880 the Committee shall be final and are not subject to appeal or the
881 grievance procedure of this Negotiated Agreement.
- 882 8.15.3.3 In considering Program applications, the Committee shall consider
883 at least the following:
- 884 • The likelihood that the applicant will obtain a CTC-issued
885 credential within the timeline specified in the application;

- 886
- 887
- 888
- 889
- 890
- 891
- The length of time it will take to complete the credential; and
 - The available funding for the Program and the extent to which that funding will be available to assist the applicant and other approved Program Participants to complete the Program and receive CTC-issued credentials on the timelines set forth in the approved program applications.

892 8.15.4 **Participant Commitment**

893 8.15.4.1 As a condition of receiving funding through the Career Ladder
894 Program, Participants must commit to applying for employment in
895 a certificated position in the Berryessa Union School District after
896 they have obtained a CTC teaching or other credential. If hired into
897 a certificated position in the District, the Program Participants
898 agree that they will serve as certificated employees in the District
899 for at least two years. Participation in the Career Ladder Program
900 does not guarantee an offer of employment in the District as a
901 certificated employee.

902 8.15.4.2 If a Program Participant otherwise fulfills the requirements of this
903 Program, but the District does not make an offer of employment as
904 a certificated employee, the Participant shall not be penalized or
905 required to reimburse the District.

906 8.15.4.3 If a Program Participant resigns from employment in the District or
907 is terminated for cause before completing two years as a
908 certificated employee in the District, the Participant shall
909 reimburse the District a pro rata share of all funds received from
910 the District for participation in the Program (e.g., if the Participant
911 completes only one year of service as a certificated employee in
912 the District, the Participant shall reimburse the District for 50% of
913 the funds received through the Program).

914 8.15.4.4 If the District terminates a Program Participant by layoff or by
915 release from probation before the Participant completes two years
916 of service as a certificated employee in the District, the Participant
917 shall not be required to reimburse the District for funds received
918 for participation in the Program.

919 8.15.4.5 If a Program Participant does not receive a CTC-issued credential
920 by the expected credential completion date as described in the
921 approved Program application, the Participant shall be required to
922 reimburse the District for one-half of the funds received through
923 the Program on a reimbursement schedule mutually agreed by the
924 District and the Participant that ensures repayment within no less
925 than five (5) years. If unforeseen circumstances cause a delay in

926 the credential completion time, the Participant may apply to the
927 Committee for an extension of time to receive the credential.

928 8.15.4.6 Should a Participant receive no funding pursuant to Article
929 8.15.2.6, the plan and timeline for completion described under
930 Article 8.15.2.3 shall be automatically extended to account for the
931 break in funding.

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

REQUEST FOR AWARD APPROVAL
Classified Career Ladder Program

Career Ladder for unit members who are working towards completing requirements for a teaching or other services credential issued by the California Commission on Teacher Credentialing. Unit members may apply for the Career Ladder Program after completion of their initial probationary period with the District.

Participants must agree to serve as a certificated employee in Berryessa Union School District for two years after obtaining their credential while utilizing this program.

In order to receive reimbursement for approved Program expenses, Participants must submit a reimbursement request form to Human Resources after completion of each term (e.g. quarter or semester). The reimbursement request must include verification of course work completion from the accredited community college or university, as well as copies of receipts. Participants must obtain a C/Pass grade or better in order to be reimbursed for tuition in that class. Reimbursement may be provided for the costs of course registration, tuition, books, lab and examination fees at accredited higher education institutions. Incidental expenses such as parking, health services, and student penalty fees will not be reimbursed.

The Career Ladder Committee may approve applications for up to a maximum of \$5,000 per year for approved activities.

(See Article 8.15 of CSEA Negotiated Agreement)

Name: _____

Date: _____

Classification: _____

Site/Department: _____

Phone: _____

Email: _____

Indicate Highest Level of Education

- High school diploma, GED
- Some college
- Associate degree
- Bachelor's degree
- Master's degree
- Degree obtained in foreign country, if yes, where: _____

Credential desired: _____

Accredited Institution planning to attend: _____

Plan and Schedule for Credential Completion: *[Attach additional pages as needed.]*

Prior applicant:

YES: _____ NO: _____

If yes, indicate last time you received a Career Ladder award: _____

Amount of reimbursement expected to be requested during each year of program participation: *[Attach additional pages as needed.]*

By signing this application, the participant understands they may be required to reimburse Berryessa Union School District for funds received during participation in the Career Ladder Program. The specific circumstances by which a participant may be required to reimburse are explained in Article 8.15.2 and 8.15.4 of the CSEA Collective Bargaining Agreement.

Signature

Date

932 8.16 **District Work Opportunities Outside Bargaining Unit**

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

938 8.17 **Payment of Compensation**

939 8.17.1 The monthly salary will be calculated by multiplying the hourly rate by one
940 hundred and seventy-four (174).

941 8.17.2 Each unit member will receive their regular monthly pay on the last working
942 day of the month. If any unit member works less than one (1) full month, then
943 the unit member will receive a pro-ration of their monthly pay rate on the last
944 working day of the month.

945 **8.18 Emergency School/Work Site Closure**

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

954 **ARTICLE 9: PROBATION AND EVALUATION**

955 9.1 **Probationary Unit Members**

956 9.1.1 **Probationary Period – New Hires**

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

961 9.1.2 **Probationary Period – Promoted Unit Members**

962 9.1.2.1 All unit members who are promoted into a higher classification
963 will have a probationary period of forty-five (45) workdays in paid
964 status. The District may, at its discretion, extend this probationary
965 period for an additional period of up to forty-five (45) workdays.

966 9.1.2.2 Unit members in probationary status due to a promotion will have
967 the right to return to their previous position within the first two
968 months of the probationary period. A substitute may be employed
969 to fill the vacancy for the two-month period.

970 9.1.2.2.1 In order to assist the probationary unit member in
971 making a decision whether or not to return to their
972 prior position, and upon request of the probationary
973 unit member, the immediate supervisor will provide
974 an initial assessment of the likelihood of
975 successfully completing probation.

976 9.1.2.2.2 A permanent unit member who is promoted to a
977 new position and fails to successfully complete
978 probation in the new position shall be employed in
979 the classification from which he or she was
980 promoted.

981 9.2 **Evaluation System Purposes and Goals**

982 The evaluation system should assist unit members and evaluators in focusing on the
983 important elements of effective evaluation. Throughout the evaluation process, the
984 evaluator and unit member should be mindful of the multiple activities and
985 responsibilities of unit members that contribute to student learning and the success of the
986 District. The District and Association will continue to work together to support the
987 professional growth and effectiveness of unit members.

988 9.3 **Evaluation of Permanent Unit Members**

989 9.3.1 Permanent unit members shall be evaluated every other year by June 1, and
990 may be evaluated yearly at the evaluator's discretion. Permanent unit
991 members transferred must be evaluated by their new supervisor during the
992 first year of reassignment by June 1. The unit member shall receive a copy of
993 the completed evaluation. The supervisor shall hold a conference with the
994 unit member to discuss the written evaluation.

995 9.3.2 Prior to the evaluation, the District shall inform permanent unit members of
996 who will serve as the evaluator.

997 9.3.3 Any less than satisfactory designation must be described in writing, and in the
998 event of an overall unsatisfactory evaluation, the supervisor and the unit
999 member shall collaboratively develop methods of improvement. The
1000 supervisor shall assist the unit member in achieving improvements. The unit
1001 member shall cooperate in this program.

1002 9.3.4 If, during the rating period, a unit member works a split assignment at two (2)
1003 sites, the District may require the immediate supervisor at each site to provide
1004 separate evaluations, or may require the two (2) supervisors to jointly evaluate
1005 the unit member.

1006 9.3.5 All unit members have a right to respond to any evaluation and to have that
1007 response attached to the evaluation within ten (10) workdays.

1008 9.4 **Evaluation Of Newly Hired Probationary Unit Members**

1009 Probationary unit members new to the District shall be evaluated by their immediate
1010 supervisors during the second (2nd) and sixth (6th) month of the probationary period.
1011 The evaluation shall be in writing, and the probationary unit member shall have a right to
1012 respond to any evaluation and to have the response attached to the evaluation within ten
1013 (10) workdays.

1014 9.5 **Evaluation Form**

1015 The evaluation form, *Classified Employee's Work Performance Report*, is attached as
1016 Appendix G.

1017 **ARTICLE 10: VACANCIES TRANSFERS AND PROMOTIONS**

1018 10.1 **Definitions**

1019 10.1.1 **Transfer**

1020 A transfer is the movement of a unit member from one work site to another
1021 work site within the same classification or within the same salary range,
1022 which is non-promotional in nature. A voluntary transfer is a transfer initiated
1023 by a unit member. An administrative transfer is a District-initiated transfer.

1024 10.1.2 **Promotion**

1025 A promotion is the movement within the bargaining unit of a unit member
1026 from one classification to another classification with a higher salary range
1027 designation. See Article 9, Section 9.1.2, for provisions on promotional
1028 probationary period.

1029 10.2 **Procedure for Posting and Filling Vacancies**

1030 10.2.1 **Determining Existence of Vacancies**

1031 After meeting the requirements for any re-employment placements and/or
1032 administrative transfers, the District will determine if a vacancy exists.

1033 10.2.2 **Posting Notice of Transfer Opportunities**

1034 If the District determines that a vacancy exists, it shall post the position for
1035 transfer from within the same classification for three (3) working days before
1036 it posts the position for promotion of other applicants. The District may
1037 approve a written transfer request submitted in response to this notice without
1038 conducting interviews. The District is not required to approve any transfer
1039 requests.

1040 10.2.3 **Posting Notice of Vacancy**

1041 If the District does not fill the vacancy by transfer pursuant to Section 10.2.2,
1042 the District will post the position declared vacant for seven (7) working days.
1043 The District may announce the position simultaneously within the District and
1044 outside the District. Copies of the vacancy announcement will be sent to the
1045 CSEA President or designee.

1046 10.2.4 **Notice and Posting Procedures**

1047 10.2.4.1 The vacancy notice shall include: the job title, brief description of
1048 duties, the assigned work site, the number of hours per week, the
1049 salary range, the date of the posting, the closing date for
1050 applications, and a statement of the selection criteria. A job

- 1051 description shall be provided by Human Resources Department
1052 upon request.
- 1053 10.2.4.2 All vacancy notices shall be posted at a designated area at each
1054 work site. The District will also send notices of vacant positions
1055 under Sections 10.2.2 and 10.2.3 by e-mail to all unit members
1056 who have District e-mail accounts.
- 1057 10.2.5 **Notice During Recess**
- 1058 Notice of vacancies occurring during recess periods will be mailed only to
1059 unit members who submit a written request to receive mailed notices during
1060 recess periods or vacations.
- 1061 10.2.6 **Screening of Applicants**
- 1062 The District will paper screen all applications to determine if all the minimum
1063 qualifications are met based on the job description. The District retains the
1064 right to determine qualifications of candidates. A bargaining unit applicant
1065 who meets the minimum qualifications for the vacancy shall be granted an
1066 interview. Unit members on probationary or remediation status shall not be
1067 eligible automatically for an interview.
- 1068 10.2.7 **Selection Process**
- 1069 10.2.7.1 After the screening process has been completed, the selection will
1070 be based on:
- 1071 10.2.7.1.1 Training
- 1072 10.2.7.1.2 Specified skills, and
- 1073 10.2.7.1.3 Prior experience
- 1074 10.2.7.2 The above criteria will be assessed for each candidate through an
1075 interview and/or a formal test.
- 1076 10.2.7.3 If candidates are judged equal after the assessment, the seniority
1077 within the District shall be the determining factor.
- 1078 10.2.7.4 Within fifteen (15) days of a request by an unsuccessful candidate,
1079 the Assistant Superintendent of Human Resources or designee
1080 shall meet and provide reasons for non-selection based on the
1081 established selection criteria.
- 1082 10.2.7.5 The Association shall have the right to appoint a unit member to
1083 serve on each interview panel. The Association will, during the
1084 first full week of each school year, submit to the Human Resources

1085 Department a list of names of those unit members who the
1086 Association, through its Chapter President or designee, has
1087 appointed to serve on any upcoming/future interview panels.

1088 10.3 **Administrative Transfer**

1089 10.3.1 **Transfer**

1090 An administrative transfer may be initiated by the District at any time such
1091 transfer is in the best interest of the District based on work-related needs. The
1092 unit member affected by such transfer and the Association will be given notice
1093 as soon as possible. Upon request, the unit member shall be afforded the
1094 opportunity to meet with the Assistant Superintendent of Human Resources or
1095 designee regarding the transfer.

1096 10.3.2 **Accommodation for Disability**

1097 The District may administratively transfer a unit member(s), if the transfer is
1098 necessary to reasonably accommodate an individual with a qualified disability
1099 under the Americans with Disabilities Act or the parallel California statute.
1100 This provision is not grievable.

1101 10.3.3 **District Reorganization**

1102 The District will consult with CSEA in advance of implementing any
1103 reorganization, which may cause the transfer of unit member.

1104 10.4 **Substitute Service While Filling Vacancy**

1105 If the District is engaged in the process to hire a permanent employee to fill a vacancy in
1106 any unit position, the District may fill the vacancy through the employment of one or
1107 more substitutes for not more than sixty (60) calendar days. If the position remains
1108 unfilled after sixty (60) calendar days, the District will consult with the Association on
1109 the difficulties in the filling of the position. The Association may grant an extension for
1110 an additional thirty (30) work days.

1111 10.5 **Part-time Unit Members Working as Substitutes**

1112 10.5.1 Part-time unit members may act as substitutes or may assume short-term
1113 positions in those hours that they are not regularly employed. To be
1114 considered, the unit member must place his/her name on a District list; the
1115 unit member must be qualified; and the extra work may be assigned without
1116 administrative difficulties.

1117 10.5.2 The unit member's status in these positions remains as substitute or short-
1118 term. A unit member does not accrue seniority or gain hours for benefit
1119 eligibility. The pay rate will be in accordance with Article 8.4, Working in a
1120 Higher Classification.

1121 10.6 **Promotional Pay**

1122 When a unit member is promoted to a higher classification, the unit member shall be
1123 entitled to placement in the appropriate range and step that provides no less than a five
1124 percent (5%) increase.
1125

1126 10.7 **Training**

1127 When filling vacancies, the District shall consider the training needs of the unit member
1128 filling the vacancy and make training available as deemed appropriate by the District.
1129 The unit member shall inform his/her immediate supervisor within the first two weeks of
1130 working in the new position if he/she requests additional training.

1131 **ARTICLE 11: LEAVE PROVISIONS**

1132 11.1 **Sick Leave**

1133 11.1.1 A unit member who is absent for any reason must report by telephone to the
1134 unit member's department head or designee on the first day of such absence,
1135 unless prior approval has been obtained. Failure to report an absence is
1136 considered a serious offense and continual failure to submit such a report will
1137 be considered grounds for dismissal.

1138 11.1.2 Whenever illness/injury causes absence of five (5) or more consecutive days,
1139 the unit member shall provide to the Assistant Superintendent of Human
1140 Resources, a written statement that a physician certifying the nature of the
1141 disability. The physician's statement shall be specific as to health condition
1142 and as to the disabling effects of the health condition. At reasonable intervals
1143 thereafter, the District may require from the unit member additional written
1144 statements by a physician certifying to the continuing nature for the disability.

1145 11.1.3 In the event of a scheduled disability (surgery, childbirth, etc.) the unit
1146 member shall notify the Assistant Superintendent of Human Resources in
1147 writing of the anticipated absence. Such notification shall include the
1148 anticipated beginning and ending dates of the leave. Whenever possible, such
1149 notification shall be provided at least twenty (20) working days prior to the
1150 scheduled disability.

1151 11.1.3.1 **Definition:**

1152 Sick Leave is defined as the authorized absence from duty of a unit
1153 member because of:

1154 11.1.3.1.1 The unit member's own illness or injury not
1155 covered by Worker's Compensation.

1156 11.1.3.1.2 The unit member's dental, eye, and other physical
1157 or medical examination or treatment by a licensed
1158 practitioner.

1159 11.2 **Paid Sick Leave**

1160 11.2.1 A regular unit member shall earn paid sick leave in accordance with the
1161 provisions of the Education Code. Unused sick leave may be accumulated
1162 without limit.

1163 11.2.2 At the beginning of each fiscal year, the number of sick leave days of the unit
1164 member shall be increased by the number of days of paid sick leave, which
1165 the unit member would normally earn in the ensuing fiscal year. A unit

- 1166 member's number of sick leave shall be adjusted if a change of assignment
1167 alters the amount of sick leave earnable.
- 1168 11.2.3 Sick leave may be taken at any time, provided that new unit members shall
1169 not be eligible to use more than six (6) days of paid sick leave until the first
1170 day of the calendar month after completion of six (6) months active service
1171 with the District.
- 1172 11.2.4 Unit members shall have sick leave absence deducted in ¼-hour increments.
1173 In order to receive compensation while absent on sick leave, the unit member
1174 must notify the supervisor of the absence at least one (1) hour before the
1175 beginning of the working day on the first day absent, unless conditions make
1176 notification impossible. The burden of proof of impossible conditions shall be
1177 upon the unit member.
- 1178 11.2.5 At least one (1) day prior to the unit member's expected return to work, the
1179 unit member shall notify the supervisor in order that any substitute may be
1180 terminated. If the unit member fails to notify the supervisor and both the unit
1181 member and the substitute report, the substitute is entitled to the assignment,
1182 and the unit member shall not receive pay for that day.
- 1183 11.2.6 Unit members have the option to verify prior sick leave credit and request
1184 adjustments. The Payroll Department shall maintain records of sick leave
1185 utilization and balance.
- 1186 11.2.7 The entitlements to regular paid sick leave, vacation time, compensatory time,
1187 Family Medical Leave, and catastrophic benefits shall run concurrently with
1188 the five-months of extended sick leave.
- 1189 11.3 **Additional Sick Leave**
- 1190 11.3.1 After expiration of paid sick leave, a unit member who is ill or injured may,
1191 upon request, use accumulated vacation or compensatory time, to avoid leave
1192 without pay.
- 1193 11.3.2 For a period not to exceed five (5) calendar months from the first day of the
1194 extended illness or injury, including the exhaustion of all paid sick leave,
1195 vacation time, and compensatory time, a unit member shall be paid at the rate
1196 of fifty percent (50%) of the employee's regular salary.
- 1197 11.4 **Sick Leave for Personal Necessity**
- 1198 11.4.1 Up to seven (7) days of the leave granted annually to unit members for
1199 personal illness may be used by the unit member for reasons of personal
1200 necessity.
- 1201 11.4.2 Business of an emergency or urgent nature, accidents, family illness, court
1202 appearances, deaths, imminent danger to home or personal property, and other

- 1203 unforeseen occurrences which require the presence of the unit member are
1204 representative of those situations which constitute personal necessity.
1205 Medical and dental appointments meet the definition of sick leave as stated in
1206 Section 11.1.3.1.2 and shall be reported as sick leave. Personal necessity
1207 leave may not be used for the purpose of extending a weekend, vacation or
1208 holiday.
- 1209 11.4.3 Each unit member may utilize the provisions of this Section to take care of
1210 personal business which, under the circumstances, the unit member cannot
1211 reasonably be expected to disregard and which requires his/her attention
1212 during his/her assigned hours of service.
- 1213 11.4.4 Prior approval for utilization of personal necessity days is required except
1214 when prior approval is not reasonably possible due to the circumstances of the
1215 need for the leave. The unit member shall inform his/her supervisor of the
1216 general nature of the personal necessity, but shall not be required to provide
1217 personal and private details beyond the information required to show that the
1218 leave qualifies for personal necessity.
- 1219 11.4.5 Seven (7) days represents the maximum allowable number of days available
1220 in any school year for personal necessity leave. Personal necessity days may
1221 not be carried over from one year to the next.
- 1222 11.4.6 Absences from duty related to employee organizational concerns or work
1223 stoppage shall not be charged to personal necessity.
- 1224 11.4.7 It shall continue to be the responsibility of the unit member to notify the
1225 department head or supervisor of his/her absence.
- 1226 11.5 **Termination of Sick Leave**
- 1227 A unit member who has been placed on paid or unpaid sick leave may return to duty at
1228 any time during the leave, provided that the unit member is able to resume the assigned
1229 duties, and if the leave has been for more than twenty (20) working days, provided that
1230 the unit member has notified the District of the employee's return at least one (1)
1231 working day in advance.
- 1232 11.6 **Exhaustion of Sick Leave and Any Leave Without Pay**
- 1233 11.6.1 Leave of absence without pay may be granted to a unit member who has
1234 exhausted all entitlement to sick leave, vacation, and other available paid
1235 leave, excluding catastrophic leave benefit, and who continues to be absent
1236 because of illness/injury. Such leave may be granted for a period of time not
1237 to exceed six (6) months. The Board may renew the leave of absence without
1238 pay for two (2) additional six (6) month periods or such lesser leave periods
1239 that it may provide, but not exceed a total of eighteen (18) months.

- 1240 11.6.2 At the conclusion of all paid and unpaid leaves, excluding catastrophic leave
1241 benefit, if the unit member is unable to assume the duties of the position, or
1242 the unit member is not transferred to another position, the unit member shall
1243 be placed on a re-employment list for a period of 39 months.
- 1244 11.6.3 When available, during the 39-month period, he/she shall be employed,
1245 provided he/she is medically able, in a vacant position in the classification
1246 previously held over all other available candidates except for re-employment
1247 lists established because of lack of work or lack of funds, in which case he/she
1248 shall be listed in accordance with appropriate seniority regulations. Any unit
1249 member receiving benefits as a result of this Section shall, during periods of
1250 injury or illness, remain within the State of California unless the Board of
1251 Trustees authorizes travel outside the state. A unit member who has been
1252 placed on a re-employment list, as provided herein, who has been medically
1253 released for return to duty and who fails to accept an appropriate assignment
1254 shall be dropped from the re-employment list.
- 1255 11.6.4 Upon return from the re-employment list and the resumption of duties, the
1256 break in service will be disregarded and the unit member shall be fully
1257 restored as a permanent employee.
- 1258 11.7 **Catastrophic Illness Benefit**
- 1259 On a case-by-case basis and with mutual agreement of the Association and the District,
1260 any bargaining unit member may donate accumulated and unused eligible leave credits to
1261 another bargaining unit member when that bargaining unit member or a member of
1262 his/her family suffers from a catastrophic illness or injury.
- 1263 11.7.1 **Definition**
- 1264 11.7.1.1 Catastrophic illness or injury means an illness or injury that is
1265 expected to incapacitate a member of the bargaining unit for an
1266 extended period of time, or that incapacitates a unit member's
1267 family, and that incapacity requires the bargaining unit member
1268 to take time off from work for an extended period of time to
1269 care for that family member, and taking extended time off from
1270 work creates a financial hardship for the bargaining unit
1271 member because of his/her sick leave and other paid time off
1272 has been exhausted.
- 1273 11.7.1.2 "Eligible leave credits" means sick leave accrued to the
1274 donating bargaining unit member.
- 1275 11.7.1.3 "Family members" shall be as defined in this Article for
1276 bereavement leave.

- 1313 accue on a monthly basis prior to receiving paid leave
1314 pursuant to this catastrophic illness benefit.
- 1315 11.7.3.7 Donated leave credits shall be used in the order donations are
1316 received. However, one (1) day of leave will be used from
1317 each donor before a second day is utilized from any other
1318 donor. This sequential process will be repeated for all donation
1319 rounds thereafter.
- 1320 11.7.3.8 Donated eligible credits shall be utilized on a one to one ratio
1321 (1:1). The recipient shall be paid at his/her regular rate of pay.
- 1322 11.7.3.9 The District may adopt rules and regulations for the
1323 administration of this benefit as long as the regulations do not
1324 conflict with the specific provisions of the collective
1325 bargaining agreement. Such rules and regulations will be
1326 submitted to the Association for review prior to
1327 implementation.
- 1328 11.8 **Industrial Accident and Illness Leave**
- 1329 11.8.1 As a result of an industrial accident leave, the District shall endorse benefit
1330 checks received from the Worker's Compensation Carrier to the unit member
1331 (when possible). These checks will be available with the unit member's
1332 regular warrant. The unit member's warrant will be adjusted to reflect
1333 appropriate earnings. If, within the sixty (60) working day period, a unit
1334 member who is on leave is released by a medical practitioner to return to work
1335 without restrictions, the unit member shall assume his/her normal duties on
1336 the second working day following his/her release. Periods for leave of
1337 absence, paid or unpaid, shall not be considered a break in service for the unit
1338 member on leave.
- 1339 11.8.2 Payment for wages lost on any day shall not, when added to an award granted
1340 the unit member under the Worker's Compensation laws of this state, exceed
1341 the normal wage for the day. The industrial accident or illness leave is to be
1342 use in lieu of all other sick leave benefits. When entitlement to industrial
1343 accident or illness leave under this Section has been exhausted, entitlement to
1344 all other sick leave, vacation or other paid leave may then be used.
- 1345 11.8.3 If, however, a unit member is still receiving temporary disability payments
1346 under the Worker's Compensation laws of this state at the time of the
1347 exhaustion of benefits under this Section, he/she shall be entitled to use only
1348 so much of his/her accumulated and available normal sick leave and vacation
1349 leave, which when added to the Worker's Compensation award, provides for a
1350 day's pay at the regular rate of pay.

1351 11.8.4 During all paid leaves of absence, the unit member shall endorse to the
1352 District wage loss benefit checks received under worker's compensation law.
1353 The District shall issue the unit member appropriate warrants for payment of
1354 wages or salary and shall deduct normal retirement and other authorized
1355 contributions when all available leaves of absences, paid or unpaid, have been
1356 exhausted.

1357 11.8.5 When all available leaves of absence, paid or unpaid, have been exhausted,
1358 and if the unit member is medically unable to assume the duties of the unit
1359 member's position, the unit member shall, if not placed in another position, be
1360 placed on a re-employment list for a period of thirty-nine (39) months. When
1361 available, during the thirty-nine (39)-month period, the person shall be
1362 employed in a vacant position in the class of the previous assignment over all
1363 other available candidates, except for the re-employment list established
1364 because of lack of work or lack of funds, in which case the person shall be
1365 listed in accordance with appropriate seniority. A person who has been placed
1366 on a re-employment list, and has been medically released for return to duty
1367 and who fails to accept an appropriate position shall be dismissed.

1368 11.9 **Bereavement Leave**

1369 Each unit member is entitled to a leave of absence, not to exceed five (5) days on account
1370 of the death of any member of the unit member's immediate family. The immediate
1371 family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-
1372 in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild
1373 of the unit member, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or
1374 any relative of a spouse living in the immediate household of the unit member.

1375 11.10 **Sick Leave to Care for Ill Family Members**

1376 11.10.1 As required by Labor Code Section 233, in any school year, unit members
1377 may use up to a maximum of one-half (1/2) of the hours of sick leave that are
1378 credited in one (1) year under Section 11.2 to attend to an illness of the unit
1379 member's ill family member. All requirements applicable to the use of sick
1380 leave for a unit member's own illness shall apply to a unit member's use of
1381 sick leave to attend to an illness of the unit member's ill family member.

1382 11.10.2 As used in this Section, "family member" means a biological, foster, or
1383 adopted child, a stepchild, a legal ward, a child of a domestic partner, a child
1384 to whom the employee stands in loco parentis, a biological, adoptive or foster
1385 parent, stepparent or legal guardian of a unit member or the unit member's
1386 spouse or registered domestic partner, or a person who stood in loco parentis
1387 when the unit member was a minor child, a spouse, a registered domestic
1388 partner, a grandparent, a grandchild, or a sibling.

1389 11.10.3 This Section does not extend the maximum period of leave to which a
1390 bargaining unit member is entitled under the federal Family and Medical

1391 Leave Act of 1993, the California Family Rights Act, and provisions of this
1392 Agreement or District policy implementing these Acts, regardless of whether
1393 the unit member receives sick leave compensation during that leave.

1394 11.11 **Family Medical Leave and Pregnancy Disability Leave**

1395 Unit members are eligible for leave without pay under the Federal Family and Medical
1396 Leave Act (FMLA), the California Family Rights Act (CFRA), and the requirements of
1397 California law for Pregnancy Disability Leave (PDL). This leave is subject to the District
1398 rules and regulations implementing the Acts. These rules and regulations will be attached
1399 to, and become part of, the collective bargaining agreement as Appendix F.

1400 11.12 **Paid Parental Leave**

1401 11.12.1 **Definition of Parental Leave**

1402 For the purpose of this Section 11.12, “parental leave” means parental leave as
1403 defined in Education Code Section 45196.1, i.e. leave required by
1404 Government Code Section 12945.2 (CFRA) for reasons of the birth of a child
1405 of a unit member, or the placement of a child with a unit member in
1406 connection with the adoption or foster care of the child by the unit member.
1407 This Section 11.12 shall be interpreted and implemented in accordance with
1408 the requirements of these laws.

1409 11.12.2 **Eligibility for Parental Leave Differential Pay**

1410 When a unit member has exhausted all available sick leave, including all
1411 accumulated sick leave, and continues to be absent from his or her duties on
1412 account of parental leave pursuant to Government Code Section 12945.2 for a
1413 period of up to twelve (12) work weeks whether or not the absence arises out
1414 of or in the course of the employment of this employee, the amount deducted
1415 from the salary due the unit member for any of the additional twelve (12)
1416 work weeks in which the absence occurs shall not exceed the sum that is
1417 actually paid a substitute employee employed to fill the unit member’s
1418 position during the absence.

1419 All of the eligibility requirements for using CFRA leave under Government
1420 Code Section 12945.2 apply to the use of parental leave except, to the extent
1421 required by law (Education Code Section 45196.1(d)), a unit member shall not
1422 be required to have 1,250 hours of service with the District during the
1423 previous 12-month period in order to be eligible for parental leave difference
1424 pay.

1425 11.12.3 **Calculation of Parental Leave**

1426 For the purposes of this Section 11.12, the following shall apply:

1427 11.12.3.1 The 12-work week period shall be reduced by any period of
1428 sick leave, including accumulated sick leave taken during a
1429 period a parental leave pursuant to Government Code Section
1430 12945.2. The 12-work week period of parental leave
1431 differential pay runs concurrently with any entitlement to
1432 unpaid leave for this purpose under Government Code Section
1433 12945.2, and the aggregate amount of parental leave taken
1434 pursuant to this Section 11.12.3 and Government Code Section
1435 12945.2 shall not exceed 12-work weeks in a 12-month period.

1436 11.12.3.2 A unit member shall not be provided more than one 12-work
1437 week period per parental leave during any 12-month period.

1438 11.12.3.3 The parental leave described in this Section and required by
1439 Education Code Section 45196.1 shall be applicable whether or
1440 not the absence from duty is by reason of a leave of absence
1441 granted by the District's governing board.

1442 11.13 **Official Business**

1443 Personnel may be excused from duty without loss of pay for participation in Board-
1444 approved professional meetings of value to the District. These absences from duty shall
1445 be classified as official business. Legally authorized expenses, including mileage to
1446 people so authorized, will be allowed.

1447 11.14 **Legal Commitments and Transactions**

1448 Leaves of absence to serve on a jury or to appear as a witness in court other than as a
1449 litigant shall be granted with no loss in pay provided the employee endorses the fee
1450 received, exclusive of mileage allowance to the District. At the unit member's option
1451 such leave of absence will be granted without pay.

1452 11.15 **Military Leave**

1453 11.15.1 Every unit member, who enters the military of the United States or the State
1454 of California, is entitled to a military leave. Such absence does not affect
1455 classification and does not constitute a break in service. However, this
1456 absence does not count as part of the probationary period required as a
1457 condition precedent to classification as a permanent employee.

1458 11.15.2 Within six (6) months after a unit member honorably leaves the service, the
1459 unit member is entitled to the position formerly held at a salary the unit
1460 member would have received had the unit member not been on military leave.
1461 Unit members ordered into military service are entitled to one (1) month's pay

1462 from the school district if one (1) year of service has been rendered in the
1463 District. Members of the National Guard are entitled to leave without regard
1464 to the length of their public service, but this does not include one (1) month's
1465 pay.

1466 11.15.3 **Military Service-Connected Disability Leave**

1467 As required by Education Code Section 45191.5, in addition to any other
1468 entitlement for leave of absence for illness or injury with pay, a unit member
1469 hired on or after January 1, 2017, who is a military veteran with a military
1470 service-connected disability rated at 30 percent or more by the United States
1471 Department of Veterans Affairs shall be entitled to leave of absence for illness
1472 or injury with pay of up to 12 days for the purpose of undergoing medical
1473 treatment for the unit member's military service-connected disability.

1474 Credit for leave of absence for illness or injury granted under this section shall
1475 be credited to a qualifying unit member on the first day of employment and
1476 shall remain available for use for the following 12 months of employment.

1477 Leave of absence for illness or injury credited pursuant to this subdivision that
1478 is not used during the 12-month period shall not be carried over and shall be
1479 forfeited.

1480 The District may require the unit member to submit satisfactory proof that a
1481 leave of absence for illness or injury granted under this section is used for
1482 treatment of a military service-connected disability.

1483 An eligible unit member employed five (5) days per week, who is employed
1484 for less than a full fiscal year is entitled to that proportion of 12 days' leave of
1485 absence for illness or injury as the number of months the unit member is
1486 employed bears to 12.

1487 An eligible unit member employed less than five (5) days per week shall be
1488 entitled to that proportion of 12 days' leave of absence for illness or injury
1489 granted as the number of days the unit member is employed per week bears to
1490 five (5).

1491 11.16 **Other Leaves Required By Law**

1492 To the extent required by state or federal law, the District will provide unit members with
1493 leave of absence for reasons not specifically listed in this section. For example, unit
1494 members may be entitled to leaves pursuant to Labor Code Sections 230 (crime victims),
1495 230.1 (domestic violence), and 230.8 (school or child care enrollment or emergencies).
1496 Personal necessity leave may be available for these purposes pursuant to Section 11.4
1497 above.

1498 11.17 **Leave of Absence Without Pay**

1499 Leave of absence without pay may be granted to a permanent unit member upon written
1500 request by the unit member to the Assistant Superintendent of Human Resources and the
1501 approval of the Board of Trustees, subject to the following restrictions:

1502 11.17.1 **Education Leave**

1503 Leave of absence without pay may be granted to a unit member for the
1504 purpose of permitting study by the unit member or for the purpose of
1505 retraining the unit member to meet changing conditions within the District.
1506 Such leave shall not exceed one (1) year in length. The Board may provide
1507 that such leave be taken in separate six (6) month periods or in any other
1508 appropriate periods, rather than for a continuous one (1) year period, provided
1509 that the separate periods of leave of absence shall be commenced and
1510 completed within a three (3) year period.

1511 11.17.2 **Other Leaves of Absence Without Pay**

1512 A leave of absence without pay may be granted to a unit member for any other
1513 reason. Such leave shall not exceed one (1) year.

1514 11.17.3 **Return from Leave of Absence Without Pay**

1515 11.17.3.1 Provided a vacancy exists, a unit member returning from a leave of
1516 absence without pay shall be assigned to a position within the same
1517 classification as held prior to the leave. If no vacancy exists, the
1518 unit member shall be placed on a re-employment list for a period
1519 not to exceed thirty-nine (39) months and shall be offered the first
1520 vacancy within the same classification as was held prior to the
1521 leave.

1522 11.17.3.2 If time requested away from position for a period of less than two
1523 (2) weeks, the unit member need not apply for a leave of absence.
1524 He/she should make arrangements with his/her department
1525 supervisor and obtain prior approval.

1526 11.17.4 **Benefits While On Unpaid Leave**

1527 Except as provided otherwise in this Agreement or as required by law, the unit
1528 member on unpaid leave of absence is not eligible to receive the District's
1529 contribution to the Health and Welfare Benefits program. However, the unit
1530 member may continue to participate in the program by paying the total
1531 premium required.

1532 **ARTICLE 12: PAYROLL ERROR**

1533 12.1 A payroll error caused by the District resulting in insufficient payment to a unit member
1534 shall be corrected and a supplemental check issued not later than five (5) working days
1535 after the unit member provides notice to the Payroll Department. A payroll error caused
1536 by the unit member, resulting in insufficient payment to the unit member, shall be
1537 corrected in the next pay period.

1538 12.2 In the event a unit member receives an overpayment, the unit member shall be given the
1539 option to repay the District in the next pay period or on a reasonable repayment schedule
1540 established by the District.

1541 **ARTICLE 13: UNIFORMS AND EQUIPMENT**

1542 13.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms,
1543 equipment, identification badges, emblems, and cards if required by the District to be
1544 worn or used by bargaining unit employees. If the District requires a unit member to use
1545 any specific equipment or gear in the performance of the unit member's duties, the
1546 District agrees to furnish such equipment or gear.

1547 13.2 Notwithstanding the above, if a unit member voluntarily provides tools or equipment
1548 belonging to the unit member for use in the course of employment, the District is not
1549 liable for any loss or damage or the replacement cost of the tools or equipment.

1550 **ARTICLE 14: PHYSICAL EXAMS**

1551 The District shall retain the right to require a physical examination of a unit member as a
1552 condition of continued employment. The District shall pay all costs of such examination,
1553 including the unit member's regular salary in the event the examination is scheduled by the
1554 District during the unit member's scheduled work hours. In addition, full-time unit members
1555 may have required tuberculosis examinations performed during regular work hours subject to
1556 prior approval of the unit member's immediate supervisor.

1557 **ARTICLE 15: VACATION**

1558 15.1 **Vacation Accrual**

1559 Every regular unit member shall earn vacation at the prescribed rate as part of the unit
1560 member's compensation. Unit members shall earn vacation according to the number of
1561 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

1562 15.2 **Posting of Vacation Leave**

1563 Unit members earn vacation on a fiscal-year basis. At the beginning of each fiscal year,
1564 the unit member's pay warrant shall reflect the carryover of paid vacation hours plus the
1565 vacation hours normally earned in the ensuing fiscal year. Unit members hired during the
1566 fiscal year shall earn vacation on a prorated basis for that initial fiscal year.

1567 15.3 **Vacation Leave During Probationary Period**

1568 No vacation shall be granted to a unit member during the first six (6) months of
1569 employment, but on successful completion thereof, prorated vacation time shall be
1570 allowed for time of service accrued.

1571 15.4 **Vacation Carryover**

1572 15.4.1 Earned vacation accumulated on a fiscal year basis must be taken during the
1573 following fiscal year. Unit members may be permitted to take earned vacation
1574 leave within the same fiscal year in which it is earned with the approval of the
1575 department head, principal, or administrator.

1576 15.4.2 A department head, principal or administrator may not defer a unit member's
1577 vacation without obtaining the approval of the Superintendent or his/her
1578 designee in writing.

1579 15.5 **Vacation Interruption**

1580 Unit members may interrupt, terminate, or defer vacation in order to use bereavement
1581 leave or to use sick leave in the event of an illness which exceeds five (5) work days
1582 without a return to active service, provided the unit member first notifies his/her
1583 supervisor and supplies the Human Resources Department with sufficient relative
1584 supporting information regarding the basis for such interruption, termination, or

1585 deferment. Any vacation so deferred shall only be rescheduled with the approval of the
1586 unit member's immediate supervisor.

1587 15.6 **Vacation Scheduling**

1588 15.6.1 Vacation leave shall be scheduled and approved by the department head,
1589 principal, or administrator. Effort shall be made to enable vacation time to be
1590 taken at times mutually convenient to the unit member, consistent with the
1591 needs of the service and the workload of the department.

1592 15.6.2 Vacation for unit members who work less than twelve (12) months per year
1593 must be taken during their work year when students are not scheduled for
1594 attendance. At the end of the work year, any vacation days remaining that
1595 could not be scheduled during the work year, will be paid on the June payroll
1596 warrant. The amount paid will be the balance of any day(s) in excess of one
1597 (1) fiscal year carryover.

1598 15.6.3 In exceptional circumstances, a unit member may request, and the District
1599 may approve, a temporary change in schedule to allow the unit member to
1600 take time off when the unit member is ineligible for vacation leave or has no
1601 accrued and available vacation leave. In determining whether or not to grant
1602 the temporary schedule change pursuant to this subsection, the District shall
1603 consider student and District service needs and the workload of the
1604 department.

1605 15.6.4 A holiday which falls during the scheduled vacation period of any bargaining
1606 unit employee shall be paid as a holiday and shall not be charged to the unit
1607 member's vacation account.

1608 15.7 **Vacation Salary**

1609 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
1610 member whose vacation time is earned and begun under a given status shall suffer no loss
1611 of earned vacation by reason of subsequent changes in conditions of employment.

1612 15.8 **Effect of Change of Status on Vacation Leave**

1613 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
1614 member whose vacation time is earned and begun under a given status shall suffer no loss
1615 of earned vacation by reason of subsequent changes in conditions of employment.

1616 15.9 **Vacation Pay Upon Termination**

1617 When an employee in the bargaining unit is terminated for any reason, he/she shall be
1618 entitled to all vacation pay earned and accumulated up to and including the effective date
1619 of termination.

1620 **ARTICLE 16: HOURS**

1621 16.1 **Work Day and Work Week**

1622 16.1.1 The normal work day shall be eight (8) hours; the normal work week shall
1623 consist of not more than five (5) consecutive days, Monday through Friday,
1624 for unit members.

1625 16.1.2 The District will consult with CSEA prior to making any permanent changes
1626 greater than two (2) hours.

1627 16.1.3. In the event the change in work week results in a unit member being
1628 scheduled to work Saturday and/or Sunday for a period of two (2) months or
1629 longer, such unit member shall receive one (1) additional day of vacation in
1630 lieu of premium pay on an annual basis for as long as the unit member is
1631 assigned to the altered work week schedule.

1632 16.1.4 The District shall provide the Union and unit members at least thirty (30) days
1633 advance notice if the District decides to schedule four (4), ten (10) hour work
1634 days during periods when school is not in session. Each affected unit member
1635 and his/her immediate supervisor by mutual agreement will develop the unit
1636 member's particular work schedule for each four (4), ten (10) hour work day
1637 period. Unit members who do not mutually agree to work four (4), ten (10)
1638 hour days will be allowed to use accrued vacation time.

1639 16.1.5 Nothing in Section 16.1 shall prohibit the District from establishing a work
1640 week of other than Monday through Friday for vacant or newly created
1641 positions. In such cases, the provisions contained in Section 16.1 do not apply
1642 with regard to notice or the extra day of vacation.

1643 16.2 **Overtime**

1644 16.2.1 **Overtime Defined**

1645 16.2.1.1 Overtime shall be paid only if it is approved by the supervisor,
1646 unless the supervisor knowingly permitted or suffered the unit
1647 member to work. Authorized overtime shall be compensated for at
1648 the rate of one and one-half (1.5) times the unit member's regular
1649 rate for all hours worked in excess of eight (8) hours per day or
1650 forty (40) hours per week.

1651 16.2.1.2 Unit members whose workday is four (4) hours or more shall be
1652 compensated at the overtime rate for work performed on the sixth
1653 (6th) and seventh (7th) consecutive day of work.

- 1654 16.2.1.3 A unit member having an average workday of less than four (4)
1655 hours during a work week shall be compensated at the overtime
1656 rate for any work performed on the seventh (7th) consecutive day.
- 1657 16.2.1.4 For those working a four (4)-day/ten (10) hour schedule, overtime
1658 shall be paid for all hours worked in excess of the required work
1659 day, which shall not exceed ten (10) hours. Work performed on
1660 the fifth (5th), sixth (6th) and seventh (7th) days shall be
1661 compensated at the rate of one and one-half (1½) times the unit
1662 member's regular rate.
- 1663 16.2.2 Overtime and additional time (straight time for part-time unit members) will
1664 be offered to unit members on a fair and equitable basis. When overtime or
1665 additional time is offered to unit employees, it shall be on a rotating seniority
1666 basis within the appropriate classification with the department/site from a list
1667 of qualified volunteers. If no unit member volunteers, the supervisor may
1668 assign the overtime in reverse order of seniority. However, nothing herein
1669 shall be construed as limiting a supervisor from assigning overtime to
1670 employees because of unique skills or residency are required in any particular
1671 circumstance.
- 1672 16.2.3 For the purpose of computing the number of hours worked, all time during
1673 which a unit member is excused from work because of holidays, sick leave,
1674 vacation, compensatory time off, or other paid leave of absence shall be
1675 considered as time worked. This time shall be computed to the nearest one-
1676 quarter (1/4) hour.
- 1677 16.3 **Compensatory Time Off**
- 1678 16.3.1 Compensatory time off in lieu of cash compensation may be granted by the
1679 supervisor only if it is authorized in writing before the overtime work is done.
1680 No more than two hundred forty (240) hours of compensatory time may be
1681 granted in one (1) year for any unit member.
- 1682 16.3.2 Compensatory time shall be taken June 30 of the fiscal year in which the
1683 compensatory time was earned, otherwise, any unused time as of that date,
1684 will automatically be paid in cash compensation. The taking of compensatory
1685 time shall be scheduled with the supervisor in a manner not to impair the
1686 District's services.
- 1687 16.4 **Overtime for Scheduled Holiday**
- 1688 Unit members who are required to work on a scheduled holiday as specified in Article 19
1689 shall be compensated at the rate of time and one-half the unit member's regular rate, in
1690 addition to the regular pay received for that holiday.

1691 16.5 **Temporary Increase in Scheduled Hours**

1692 16.5.1 **Part-time Unit Members Adjustment for Pro-ration of Benefits**

1693 A part-time unit member who works a minimum of thirty (30) minutes per
1694 day in excess of the part-time assignment for a period of twenty (20)
1695 consecutive working days, or more, shall have the unit member's basic
1696 assignment changed to reflect the longer hours in order to acquire fringe
1697 benefits and leaves on a properly prorated basis as specified by the Education
1698 Code.

1699 16.5.2 **Temporary Adjustment of Hours**

1700 16.5.2.1 After the regular hours of a part-time position have been
1701 designated for the work year, the District may temporarily increase
1702 the hours of a part-time position by no more than two (2) hours for
1703 more than twenty (20) working days without having to utilize the
1704 posting/vacancy provisions of Article 10 of this Agreement.

1705 16.5.2.2 This two (2)-hour or less change will be considered temporary, and
1706 will not last beyond the end of the unit member's work year. If the
1707 change in assignment continues past June 30 of the year in which it
1708 was instituted, the change will be considered permanent. In such
1709 cases, the District will institute the appropriate posting/vacancy
1710 procedure.

1711 16.5.2.3 When the hours are increased temporarily, the unit member may
1712 earn compensatory time at straight time in lieu of cash
1713 compensation. The earning and scheduling of this compensatory
1714 time will be according to Section 16.3, and will be authorized only
1715 with the written approval of the supervisor.

1716 16.5.2.4 The Association will be notified of any increases and the reason
1717 for the change instituted under this Section.

1718 16.5.3 **Permanent Adjustment of Regular Hours**

1719 Any increase in the regular hours of a part-time position, or any increase
1720 beyond the two hours on a temporary basis, shall be posted and filled
1721 according to the provisions of Article 10 of this Agreement

1722 16.6 **Shift Differential**

1723 16.6.1 A full-time unit member shall receive a five percent (5%) shift differential
1724 above the regular rate of pay for all hours worked after 3:00 p.m., provided
1725 that such employee's regular work shift schedule consists of at least five (5)
1726 hours per day after 3:00 p.m. Part-time unit members, whose regular work

1727 shift is entirely scheduled after 3:00 p.m., shall receive a five percent (5%)
1728 shift differential above the regular rate of pay.

1729 16.6.2 Payment of overtime for hours worked under shift differential shall be
1730 computed at one and one-half (1½) times the base rate, not the differential
1731 rate.

1732 **ARTICLE 17: LUNCH PERIOD, REST PERIODS, CALL**
1733 **BACK/CALL IN**

1734 17.1 **Lunch Periods**

1735 Unit members scheduled to a work day in of five (5) or more hours shall be entitled to a
1736 duty free lunch period of not less than one-half (1/2) hour nor more than one (1) hour.
1737 The specific time for lunch shall be determined by the unit member's immediate
1738 supervisor. When schedule permits, such lunch period should be arranged for
1739 approximately mid-shift. Such lunch period does not count toward the scheduled hours
1740 to be worked and shall be unpaid.

1741 17.2 **Rest Periods**

1742 17.2.1 Unit members who work from four (4) to eight (8) hours shall be allowed rest
1743 periods to be scheduled by the unit member's immediate supervisor as
1744 follows:

1745 17.2.1.1 Unit members who work at least four (4), but less than six (6)
1746 hours per day shall be allowed one (1) fifteen (15) minute rest
1747 period;

1748 17.2.1.2 Unit members who work at least six (6), but less than seven (7)
1749 hours per day shall be allowed one (1) fifteen (15) minute rest
1750 period, and one (1) ten (10) minute rest period; and;

1751 17.2.1.3 Unit members who work seven (7) to eight (8) hours per day shall
1752 be allowed two (2) fifteen (15) minute rest periods per day.

1753 17.2.2 Rest periods shall be scheduled by the unit member's immediate supervisor.
1754 Unit members may not combine rest periods or lunch and rest periods, and
1755 cannot take lunch or rest periods at the end of the work day.

1756 17.2.3 Rest periods are a part of the regular workday and shall be compensated at the
1757 regular rate of pay for the unit member.

1758 17.3 **Call Back/Call In**

1759 The District shall attempt to apply the provisions of this Section to employees who
1760 volunteer to be subject to call back or call in. In the event of an emergency, employees
1761 who have not agreed to volunteer may be obligated to report to work pursuant to these
1762 provisions.

1763 17.3.1 **Call Back Pay**

1764 A full-time unit member called back to work after completion of his/her
1765 regular assignment shall be compensated for a minimum of two (2) hours of

1766 work at the overtime rate. Part-time unit members called back to work after
1767 completion of the unit member's regular assignment shall be compensated for
1768 a minimum of two (2) hours of work at that rate.

1769 17.3.2 **Call-In Time**

1770 Any unit member called in to work on a day when the unit member is not
1771 scheduled to work shall receive a minimum of two (2) hours pay at his/her
1772 appropriate rate of pay. Any unit member who reports to work in a condition
1773 which makes the unit member unfit to perform the assigned duties shall not be
1774 entitled to Call-In Time Pay.

1775 **ARTICLE 18: SUMMER EMPLOYMENT**

1776 18.1 **Notification**

1777 CSEA shall be notified when the Governing Board authorizes Summer School.

1778 18.2 **Summer School Representation**

1779 Unit member shall be represented on the District's Summer School Planning Committee.
1780 Recommendations of this committee, as they affect changes in working conditions of unit
1781 members, shall be negotiated between CSEA and the District.

1782 18.3 **Applicants**

1783 18.3.1 The provisions of Article 10 do not apply to filling Summer School positions.

1784 18.3.2 Applicants from within the classification will be selected before applicants
1785 outside the classification. Qualified unit members will be given preference in
1786 hiring over non-employee applicants. Such unit members shall be assigned by
1787 the District upon recommendation by the Summer School principal. Unit
1788 members who are selected must have the specific qualifications and skills
1789 necessary to satisfy the posted Summer School job description.

1790 18.3.3 Applications that are submitted after the closing date of the posting will be
1791 held until all applicants who applied on time have been considered.

1792 18.4 **Compensation and Benefits**

1793 A unit member selected shall receive the compensation and benefits, which are applicable
1794 to that classification, even if the unit member holds a lesser position with the District
1795 during the school year. A unit member working in a higher classification for Summer
1796 School shall be placed on the appropriate range and step that provides no less than a five
1797 percent (5%) increase, plus longevity.

1798 18.5 **Accrued Vacation**

1799 When unit members hired for Summer School do not use their accrued vacation day, it
1800 will be paid off at the appropriate rate at the end of Summer School.

1801 **ARTICLE 19: HOLIDAYS AND WORK CALENDAR**

1802 19.1 **Holidays**

1803 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

1804 19.1.2 When a legal holiday listed above falls on a Sunday, the following Monday
1805 shall be deemed a holiday. When a legal holiday listed above falls on a
1806 Saturday, the preceding Friday shall be deemed a holiday.

1807 19.1.3 The Board of Trustees may require unit members to work (at the regular rate
1808 of pay) on February 12, the third Monday in February, the last Monday in
1809 May, or September 9, provided: (1) the action is taken prior to July 1 of any
1810 year, and (2) that an alternate day within the school year is given as the
1811 holiday. The day selected as the alternate day must provide a three-day
1812 weekend and it must be selected when unit members entitled to the original
1813 holiday are also entitled to the alternate holiday. If a unit member is required
1814 to work on that day with no alternate day designated, he/she shall, in addition
1815 to regular pay, be paid time and one-half.

1816 19.2 **District Calendar Representation**

1817 CSEA will participate in the District joint process for development of the District
1818 calendar to ensure that the work calendars of all bargaining units are consistent and meet
1819 student and related District service needs. If the joint process does not result in an agreed
1820 upon calendar specifying holidays, non-work-days, and potential work days for all CSEA
1821 unit members, the District shall determine these matters, and CSEA reserves the right to

1822 negotiate regarding any mandatory subjects of bargaining by submitting a written
1823 demand to bargain regarding the issue.

1824 19.3 **Unit Member Work Schedules**

1825 Less than twelve (12)-month unit members' work schedules shall be approved by the site
1826 administrator or immediate supervisor and be consistent with the District work year
1827 calendar. The work year for persons employed in classifications designated as less than
1828 twelve (12)-month positions are listed in Appendix C. Site administrators or immediate
1829 supervisors shall consult with the unit member regarding the unit member's schedule, and
1830 develop a written work schedule for each unit member no later than June 1 each year for
1831 the following fiscal year. For the 2011-2012 year, work schedules will be developed no
1832 later than October 3, 2011.

1833 19.3.1 If a change in the work schedule is needed for a class or classes of unit
1834 members during the year, the District shall provide CSEA with at least thirty
1835 (30) days notice of the proposed change in the work schedule for the unit
1836 members. The change must be consistent with the District calendar.

1837 19.3.2 If the site administrator or immediate supervisor proposes a change in the
1838 work schedule for an individual unit member(s) during the year, the site
1839 administrator/immediate supervisor shall inform the unit member of the
1840 proposed change as soon as reasonably possible after the need for the change
1841 is identified. The change to the unit member's schedule shall be consistent
1842 with the District calendar.

1843 19.3.3 If a unit member seeks a change in schedule, the unit member shall make the
1844 request to his/her immediate supervisor as soon as reasonably possible after
1845 the need for the change is identified. The immediate supervisor shall approve
1846 or deny the request within 30 days. Any change to the unit member's
1847 schedule approved by the supervisor shall be consistent with the District
1848 calendar.

1849 19.3.4 Unit members whose work year for their classification is extended beyond the
1850 regular work year shall be compensated at a current salary per diem rate and at
1851 a prorata amount in lieu of vacation and sick leave for each additional day
1852 served. Any reduction in the work year shall result in salary reduction of one
1853 per diem rate for each day of reduction.

1854 19.3.5 A current salary per diem is determined by dividing the monthly rate as
1855 reflected on the salary schedule by 21.74 days.

1856 **ARTICLE 20: SAFETY**

1857 20.1 **Work Stations**

1858 Every effort shall be made to maintain healthful and safe conditions at all work stations.
1859 Unit members shall not be required to work under unsafe conditions or to perform tasks,
1860 which endanger their health, safety, or wellbeing.

1861 20.1.1 It shall be the responsibility of unit members to report unsafe, hazardous or
1862 unsanitary conditions as soon as possible to their Supervisor. The supervisor
1863 will notify the unit member of the action he/she has taken regarding the report
1864 within five (5) days.

1865 20.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as
1866 possible. To ensure safe working conditions additional accommodations will
1867 be provided pending correction of the problem.

1868 20.1.3 When purchasing new furniture and equipment, ergonomic needs of the unit
1869 members will be considered.

1870 20.2 **Emergency Preparedness**

1871 The District will make first aid and CPR training available to all unit members on an
1872 annual basis.

1873 **ARTICLE 21: BARGAINING UNIT WORK**

1874 21.1 **Contract for Service**

1875 Notice that the District intends to award a contract for services which directly affects the
1876 bargaining unit member's work assignment shall be given to CSEA prior to the contract
1877 being awarded. For the purpose of this Section, receipt of the Board agenda listing the
1878 contract to be awarded shall be deemed sufficient notice.

1879 21.2 **Rights Under EERA**

1880 This provision does not constitute a waiver of CSEA's right to negotiate mandatory
1881 subjects under EERA.

1882 21.3 **Transfer of Unit Work**

1883 The District will not transfer unit work, as defined under the provisions of the EERA,
1884 without first providing CSEA with notice and opportunity to negotiate. This includes the
1885 transfer of work to supervisors, to the certificated bargaining unit, to confidential or
1886 management, or to another employer, and under certain circumstances to non-employee
1887 volunteers. The District will provide training for management personnel regarding their
1888 obligation to provide notice and opportunity to negotiate before transferring unit work.

1889 **ARTICLE 22: LAYOFFS**

1890 22.1 **Decision to Layoff**

1891 22.1.1 A decision to lay off classified employees is solely within the discretion of the
1892 Board of Trustees. A layoff may involve a reduction of an entire position or a
1893 portion of a position.

1894 22.1.2 This Agreement on layoff procedures does not waive the Association's right
1895 to negotiate over the impact or the effects of a particular layoff or reduction in
1896 hours, nor does it waive the Association's right to negotiate the District's
1897 decision to reduce the regularly assigned hours.

1898 22.2 **Notice to Unit Members**

1899 22.2.1 Notice of layoff will be given to CSEA and the unit member affected at least
1900 sixty (60) days prior to the effective date of layoff, which will be specified in
1901 notice. If the District must eliminate classified positions at the end of any
1902 school year as a result of the expiration of specifically funded program(s), the
1903 District shall provide notice to the unit members subject to layoff by April 29.
1904 This notice requirement will not apply under circumstances authorized by
1905 Education Code Section 45117(d). This Section reflects the requirements of
1906 Education Code Section 45117 in effect on October 28, 2013. If the
1907 Education Code notice requirements change in future years, the notice
1908 requirements of law shall prevail over the provisions of this Section.

1909 22.2.2 The notice shall contain:

1910 22.2.2.1 Effective date of layoff;

1911 22.2.2.2 Statement of unit member's layoff rights, if any, pursuant to
1912 Section 22.4 below, and the Education Code;

1913 22.2.2.3 Statement of re-employment rights pursuant to Section 22.5 below
1914 and the Education Code below; and

1915 22.2.2.4 Reason for layoff.

1916 22.3 **Order of Layoff**

1917 22.3.1 Whenever a classified employee is laid off, the order of layoff within the
1918 classification shall be determined by length of service in the classification.
1919 The employee, who has been employed the shortest time in the classification
1920 plus time in equal and higher classes, shall be laid off first. For the purposes
1921 of this Section only, "classification" shall be those classifications listed in
1922 Appendix B. Re-employment shall be in reverse order of layoff.

1923 22.3.2 Any short term employee, whose term of services does not exceed forty-five
1924 (45) days at the time of the layoff, must be terminated before the District lays
1925 off any classified employee who is qualified to render the service provided by
1926 the short term employee.

1927 22.3.3 **Definition of Length of Service Seniority**

1928 22.3.3.1 For the purposes of this Section, “length of service” means first
1929 date of paid service in a regular classification, or a higher or equal
1930 classification, as a permanent or probationary employee. Service
1931 as a substitute or short term employee shall not count as first date
1932 of paid service.

1933 22.3.3.2 When the first date of paid service is the same, seniority shall be
1934 determined by the total service in the District. If that total service
1935 is the same, then seniority shall be determined by lot.

1936 22.3.3.3 An employee shall have his/her date of hire adjusted whenever
1937 there is a break in service. A break in service for purposes of this
1938 Article shall mean: (a) any resignation or retirement; or (b) any
1939 unpaid status without leave.

1940 22.4 **Displacement Rights**

1941 A permanent employee laid off from his/her present classification may (1) fill an open
1942 position in that classification, or (2) if no open position exists, may displace the employee
1943 with least seniority in that classification, having the same or higher number of hours
1944 nearest to the hours of the senior employee, or (3) may displace the least senior employee
1945 with the same or higher number of hours nearest to the hours of the senior employee in
1946 the next lower classification or equal classification in which the first employee has
1947 previously gained permanence. A senior employee may not use the displacement process
1948 to increase that employee’s regularly assigned hours by more than two (2) hours per day.

1949 22.4.1 Displacement rights must be exercised within five (5) working days of notice
1950 of layoff. The District and Association will conduct a joint meeting before the
1951 end of this period with the employees affected by the layoff in order to explain
1952 displacement rights.

1953 22.4.2 **Service in More than One (1) Position**

1954 Employees will be provided with the opportunity to serve in two (2) or more
1955 positions as long as the schedules of those positions are compatible. The
1956 combined hours of these positions will determine the employee’s right to pro-
1957 ration of benefits under Section 8.9 of this Agreement. However, for purposes
1958 of layoff and displacement rights, the employee serving in two (2) or more
1959 positions can only assert the right to each position as if held separately, and
1960 cannot combine the total hours of the separate positions for asserting
1961 displacement rights.

- 1962 22.4.3 If a classified employee scheduled for layoff is qualified to render the service
1963 provided by a short term employee with a term exceeding forty-five (45) days,
1964 the classified employee will be placed in the short term position for its
1965 duration prior to being laid off.
- 1966 22.5 **Re-employment Rights**
- 1967 22.5.1 Persons laid off are eligible for re-employment in the class from which they
1968 were laid off for a period of thirty-nine (39) months and shall be re-employed
1969 in preference to new applicants.
- 1970 22.5.2 Employees who take voluntary demotions or voluntary reductions in assigned
1971 time in lieu of layoff shall be granted the same rights as persons laid off and
1972 shall retain eligibility to be considered for re-employment for an additional
1973 period of up to twenty-four (24) months; provided that the same tests of
1974 fitness under which they qualified for appointment to the class shall still
1975 apply.
- 1976 22.5.3 If the District re-employs a unit member as a permanent employee under the
1977 provisions of this Section, it shall disregard the break in service of the
1978 employee and classify him/her as, and restore him/her to all the rights,
1979 benefits and burdens of a permanent employee in the class to which he/she is
1980 reinstated or re-employed.
- 1981 22.6 **Notification of Re-employment Opening**
- 1982 22.6.1 Any employee who is laid off and is subsequently eligible for re-employment
1983 shall be notified in writing by the District of an opening in the same or related
1984 class held at the time of layoff. Such notice shall be sent by certified mail to
1985 the last address given the District by the employee. A copy of the notice shall
1986 be given to CSEA. It shall be the responsibility of the employee to promptly
1987 notify the District of any change of address. Failure to provide the District
1988 with a current address shall result in the employee's name being eliminated
1989 from consideration for the open position and shall constitute an "offer" of
1990 employment under Section 22.6.2. The employee shall become re-eligible for
1991 future open positions, provided the employee notifies the District of the
1992 employee's current address.
- 1993 22.6.2 An employee shall notify the District of his/her intent to accept or refuse
1994 employment within five (5) working days following receipt of the re-
1995 employment notice. If the employee accepts re-employment, the employee
1996 shall not be required to report for work any sooner than ten (10) working days
1997 following receipt of the re-employment notice. Failure to notify the District
1998 within the time limits given or refusal to accept the offered position, shall free
1999 the District to eliminate the former employee from consideration for the
2000 opening. The former employee shall be removed from the re-employment list
2001 after three (3) bona fide offers are made for a position in a previously held

2002 classification that is within two (2) hours per day of the last position held by
2003 the former employee.

2004 22.7 **Seniority List**

2005 The District shall maintain and update a Classified Seniority List on a monthly basis.
2006 Each CSEA site shall receive a copy of the updated list by April 1 of each year. In
2007 addition, the CSEA President, or designee, shall receive an updated list on the first (1st)
2008 working day of each month.

2009 **ARTICLE 23: DISCIPLINE**

2010 23.1 **Definition of Probationary Period and Permanent Status**

2011 23.1.1 During the probationary period, any unit member shall be subject to
2012 disciplinary action, including termination. The unit member shall not have a
2013 right to a hearing regarding any disciplinary action taken during the
2014 probationary period.

2015 23.1.2 Upon satisfactory completion of the probationary period, a unit member is
2016 designated as a permanent employee who shall be subject to disciplinary
2017 action only for cause as prescribed in this Article.

2018 23.2 **Cause for Discipline**

2019 23.2.1 A permanent classified employee shall be subject to disciplinary action for
2020 cause, including suspension, demotion, and dismissal. Cause for discipline
2021 shall include, but is not limited, to the following:

2022 23.2.1.1 Incompetence or inefficiency.

2023 23.2.1.2 Absence and/or repeated tardiness without authorization or
2024 sufficient reason.

2025 23.2.1.3 Abuse or misuse of sick leave or any other authorized leave.

2026 23.2.1.4 Being under the influence of alcohol or controlled substances
2027 without authorization while on duty or using or possessing alcohol
2028 or controlled substances without authorization while on duty.
2029 "Controlled substance" means any narcotic drug, hallucinogenic
2030 drug, amphetamine, barbiturate, marijuana or any other controlled
2031 substance defined in state or federal law. A determination of
2032 whether an employee is under the influence of alcohol or
2033 controlled substances will be based on specific contemporaneous,
2034 articulable, observations concerning the employee's appearance,
2035 behavior, speech, or body odors and may include indications of the
2036 chronic and withdrawal effect of controlled substances.

2037 23.2.1.5 Insubordination or discourteous treatment toward superiors or
2038 other employees.

2039 23.2.1.6 Dishonesty.

2040 23.2.1.7 Unlawful discrimination, including harassment, on the basis of
2041 race, religious creed, color, national origin, ancestry, disability,
2042 marital status, sex, sexual orientation, or age against members of
2043 the public or other employees while acting in the capacity of an
2044 employee.

- 2045 23.2.1.8 Unlawful retaliation against any other District officer or employee
2046 or member of the public who, in good faith, reports, discloses,
2047 divulges, or otherwise brings to the attention of any appropriate
2048 authority any information relative to actual or suspected violation
2049 of any law of this state or the United States occurring on the job or
2050 directly related hereto.
- 2051 23.2.1.9 Conviction of a felony, any crime involving moral turpitude, or
2052 any crime bringing discredit upon the District.
- 2053 23.2.1.10 Immoral conduct.
- 2054 23.2.1.11 Evident unfitness for service.
- 2055 23.2.1.12 Physical or mental conditions rendering him/her unfit for service.
- 2056 23.2.1.13 Violation of or refusal to obey the laws of the state or rules,
2057 regulations and policies of the District.
- 2058 23.2.1.14 Discourteous treatment of members of the public, students or other
2059 employees while on duty.
- 2060 23.2.1.15 Conduct in violation of Section 1028 of the Government Code
2061 involving advocacy or membership in the Communist Party.
- 2062 23.2.1.16 Any conduct contrary to the welfare of the schools or the students.
- 2063 23.2.1.17 Failure to perform adequately requirements of the position held.
- 2064 23.2.1.18 Failure to work with others, to the detriment of the District.
- 2065 23.2.1.19 For employees who are required to drive a vehicle in the regular
2066 course of their employment:
- 2067 23.2.1.19.1 Loss of his/her driver's license; or
- 2068 23.2.1.19.2 Any restriction or limitations on the employee's
2069 driver's license or ability to drive ordered by the
2070 Department of Motor Vehicles or any other lawful
2071 authority; or failure to maintain a good personal or
2072 business driving record; or
- 2073 23.2.1.19.3 Failure to satisfy the insurability requirements of
2074 the District's insurance carrier under the District's
2075 regular insurance policies. The District's ability to
2076 obtain insurance for the employee under a high risk
2077 or any policy other than the regular insurance
2078 policies does not mitigate this failure.

- 2079 23.2.1.20 Neglect of duty.
- 2080 23.2.1.21 Material and intentional misrepresentation or concealment of any
2081 fact in connection with obtaining employment.
- 2082 23.2.1.22 Falsifying any information submitted to the District.
- 2083 23.2.1.23 Willful damage to District property, waste of District supplies or
2084 equipment, or excessive carelessness with District property or
2085 funds.
- 2086 23.2.1.24 Misappropriation of District funds or property.
- 2087 23.2.1.25 Failure to obtain, possess or keep in effect any license, certificate
2088 or other similar requirement specified in the law or the employee's
2089 class specification or otherwise necessary for the employee to
2090 perform the duties of the position.
- 2091 23.3 **Progressive Discipline**
- 2092 The following progressive discipline procedure shall be applied in disciplinary actions,
2093 which are generally subject to remediation:
- 2094 23.3.1 **Verbal Counseling/Warning**
- 2095 Verbal counseling/warning may result in a post-conference summary
2096 memorandum. Any written memorandum shall be placed in the unit
2097 member's personnel file. The memorandum shall be clearly labeled, limited
2098 to a statement that the meeting took place and the topic discussed. The unit
2099 member has the right to write a response and that response shall be attached to
2100 the memorandum.
- 2101 23.3.2 **Written Reprimand**
- 2102 Written reprimands usually shall not be used unless the unit member has been
2103 verbally warned about similar actions within the last three (3) preceding years.
2104 The unit member shall sign the reprimand to acknowledge receipt and a copy
2105 shall be placed in the unit member's personnel file. The unit member has the
2106 right to write a response and that response shall be attached to the reprimand
2107 and retained in the personnel file.
- 2108 23.3.3 **Suspension Without Pay For Repeated Offenses**
- 2109 Suspension usually shall not be used unless the unit member has received a
2110 written reprimand about similar actions.

2111 23.3.4 **Demotion or Dismissal**

2112 Demotion or dismissal will be used when a unit member's conduct does not
2113 meet District standards after other progressive discipline procedures have
2114 been utilized. However, the District may demote or dismiss a unit member
2115 without first suspending the unit member for similar conduct.

2116 23.4 **Discipline Without Progression**

2117 Nothing in this provision shall prohibit the District from disciplining a unit member for
2118 just cause, up to and including termination in instances where the District determines that
2119 remediation is inappropriate.

2120 23.5 **Procedure for Discipline**

2121 23.5.1 **Preliminary Written Notice**

2122 23.5.1.1 A permanent classified employee shall receive a preliminary
2123 written notice of the proposed discipline. The written notice must
2124 contain a specific statement of charges or grounds upon which the
2125 proposed disciplinary action is based and the date the proposed
2126 disciplinary action will be effective.

2127 23.5.1.2 Any known written materials, reports or documentation upon
2128 which the proposed disciplinary action is based must be attached to
2129 the preliminary written notice.

2130 23.5.1.3 The unit member shall have the right to respond either orally or in
2131 writing within ten (10) calendar days to the Superintendent or
2132 his/her designee. The purpose of the meeting shall be to permit the
2133 unit member to respond to charges against him/her, to offer
2134 information regarding the proposed discipline and to examine the
2135 materials, if any, on which the proposed action is based.

2136 23.5.1.4 The Superintendent or designee shall consider the unit member's
2137 response and recommend within fifteen (15) calendar days that the
2138 proposed disciplinary action either be taken or not taken.

2139 23.5.2 **Notice of Intention to Suspend or Demote or Dismiss**

2140 Any permanent classified employee against whom suspension without pay or
2141 demotion or termination action is initiated by the District shall be given
2142 written notice by the Superintendent or his/her designee of the specific
2143 charges against him/her. The notice shall contain a statement of the unit
2144 member's rights to a hearing on such charges. The time within which a
2145 hearing may be requested shall not be less than five (5) calendar days after
2146 service of the notice on the employee, and the notice shall be accompanied by
2147 a paper, the signing and filing of which with the Superintendent or designee

2148 shall constitute a demand for a hearing and a denial of all charges. Failure of
2149 the unit member to file a request for hearing within the time specified shall
2150 constitute a waiver of the unit member's right to a hearing.

2151 23.5.3 **Employee's Status**

2152 23.5.3.1 **Administrative Leave**

2153 Any permanent classified employee may be placed on
2154 administrative leave from duty with pay pending a determination
2155 of whether or not discipline will be recommended by the
2156 Superintendent.

2157 23.5.3.2 **Suspension**

2158 A unit member against whom dismissal is recommendation shall
2159 be suspended without pay from the date of the intent to dismiss
2160 notice until the effective date of his/her dismissal.

2161 23.5.4 **Sex or Narcotics Offenses: Compulsory Leave**

2162 23.5.4.1 Any classified employee charged with the commission of any sex
2163 offense defined in, but not limited to, Education Code Section
2164 44010, or with the commission of any narcotics offense as defined
2165 in, but not limited to Education Code Section 44011, may be
2166 placed upon compulsory leave of absence pending a final
2167 disposition of such charges.

2168 23.5.4.2 A unit member placed on compulsory leave shall continue to be
2169 paid his or her regular salary during such leave if he or she
2170 furnishes to the District a suitable bond as a guarantee that the unit
2171 member will repay the salary paid during the compulsory leave in
2172 case the unit member is convicted of such charges, or fails to
2173 return to service following expiration of the compulsory leave. If
2174 the unit member does not furnish a bond and if the employee is
2175 acquitted of such offense or charges dropped, the District shall pay
2176 the unit member upon his or her return to service the full amount
2177 of salary which was withheld during the compulsory leave.

2178 23.5.5 **Appeal Procedure for Suspension Without Pay or Demotion or Dismissal**
2179 **Hearing Authority**

2180 23.5.5.1 The hearing will be conducted before an arbitrator selected from
2181 the list provided, in rotational order.

2182 23.5.5.2 **Notice of Hearing**

2183 The arbitrator shall set the matter for hearing and shall give the
2184 unit member at least twenty (20) calendar days notice in writing of
2185 the date and place of the hearing. The hearing and the Board's
2186 consideration of the arbitrator's proposed decision shall be
2187 conducted in closed session unless the unit member requests an
2188 open hearing in the unit member's written request for a hearing.

2189 23.5.5.3 **Rights of Unit Member**

2190 The unit member shall attend any hearing, unless excused by the
2191 arbitrator, and shall be entitled to:

2192 23.5.5.3.1 be represented by counsel or any other person at the
2193 hearing;

2194 23.5.5.3.2 testify under oath;

2195 23.5.5.3.3 compel the attendance of other employees of the
2196 District to testify in his/her behalf;

2197 23.5.5.3.4 cross-examine all witnesses appearing against
2198 him/her and all employees of the District whose
2199 actions are in question or who have investigated any
2200 of the matters involved in the hearing and whose
2201 reports are offered in evidence before the arbitrator;

2202 23.5.5.3.5 impeach any witness;

2203 23.5.5.3.6 present such evidence as the arbitrator deems
2204 pertinent to the inquiry;

2205 23.5.5.3.7 argue his/her case.

2206 23.5.5.4 The party attempting to substantiate the charges against the unit
2207 member shall be entitled to the same privileges.

2208 23.5.5.5. **Evidence**

2209 The hearing shall be informal and need not be conducted according
2210 to technical rules relating to evidence and witnesses. Any relevant
2211 evidence shall be admitted if it is the sort of evidence on which
2212 responsible persons are accustomed to rely in the conduct of
2213 serious affairs, regardless of the existence of any common law or
2214 statutory rule which might make improper the admission of such
2215 evidence over objection in civil actions. Hearsay evidence may be
2216 admitted for any purpose but shall not be sufficient in itself to
2217 support a finding unless it would be admissible in civil actions.
2218 The rules of privileges and of official or judicial notice shall be

2219 effective to the same extent as in civil actions. Irrelevant and
2220 repetitious evidence shall be excluded. Oral evidence shall be
2221 taken only under oath or affirmation.

2222 23.5.5.6 **Exclusion of Witnesses**

2223 The arbitrator may in his/her discretion exclude witnesses not
2224 under examination, except the unit member and the party
2225 attempting to substantiate the charges against the unit member, and
2226 their respective counsel. When hearing testimony that may bring
2227 disrepute to persons other than the accused unit member, all
2228 persons not having a direct interest in the hearing may be excluded.

2229 23.5.5.7 **Burden of Proof**

2230 The burden of proof shall be upon the party attempting to
2231 substantiate the charges.

2232 23.5.5.8 **Findings and Decision**

2233 23.5.5.8.1 Upon completion of the hearing, written Proposed
2234 Findings of Fact and Conclusions shall be signed
2235 and filed with the Governing Board by the
2236 arbitrator, which shall constitute his/her decision. If
2237 the Governing Board adopts the arbitrator's findings
2238 and conclusions, it need not review the record of the
2239 hearing; if it declines to accept the findings and
2240 conclusions, it must review the record or provide
2241 for an additional opportunity to be heard, after
2242 which it may adopt the findings and conclusions
2243 made by the arbitrator, or adopt its own findings
2244 and conclusions.

2245 23.5.5.8.2 Unless the decision provides otherwise, it shall be
2246 effective immediately. Notice of the decision
2247 adopted by the Governing Board shall be mailed
2248 promptly to the employee or the employee's
2249 counsel or representative. Except for the correction
2250 of clerical error, the decision shall be final and
2251 conclusive.

2252 23.5.5.9 **Report of Hearings**

2253 Hearings may be conducted without a stenographic reporter or
2254 audio tape recording machine unless either party requests that the
2255 hearing be reported or recorded. Both parties shall share equally
2256 the cost or fee for the reporting or recording.

- 2257 23.5.5.10 **Transcript of Hearings**
- 2258 Transcripts of hearings shall be furnished to any party on payment
2259 of the cost of preparing such transcripts. When transcripts are
2260 provided by employees of the District, the cost shall be determined
2261 by the employee in charge of business affairs of the District.
2262 When transcripts are provided by an independent contractor, the
2263 cost will be established by the independent contractor.
- 2264 23.5.5.11 **Continuances**
- 2265 The arbitrator may grant a continuance of any hearing upon such
2266 terms and conditions as he/she may deem proper. The unit
2267 member shall remain on unpaid suspension for the period of any
2268 continuance. Any request for continuance made less than forty-
2269 eight (48) hours prior to the time set for the hearing will be denied
2270 unless good cause is shown for the continuance.
- 2271 23.5.5.12 **Judicial Review**
- 2272 Judicial review of the Governing Board's decision is available
2273 pursuant to Code of Civil Procedure Section 1094.5 only if the
2274 petition for writ of mandate is filed within the time limit specified
2275 in Code of Civil Procedure Section 1094.6.
- 2276 23.6 **Personnel Files**
- 2277 23.6.1 The personnel file of each unit member shall be maintained in the District
2278 Human Resources Department; however, this requirement shall not prohibit
2279 the attachment to disciplinary memoranda materials not previously placed in
2280 the personnel file.
- 2281 23.6.2 Materials in personnel files of unit members that may serve as basis for
2282 affecting the status of their employment are to be made available for the
2283 inspection of the unit member involved. This material is not to include
2284 ratings, reports, or records that: (1) were obtained prior to the employment of
2285 the person involved, (2) were prepared by identifiable examination committee
2286 members, or (3) were obtained in connection with promotional examination
2287 except numerical score obtained as a result of a written examination. A unit
2288 member shall have the right to inspect these materials upon request, provided
2289 that the request is made at a time when the person is not actually required to
2290 render services to the employing district.
- 2291 23.6.3 Information of derogatory nature, except material mentioned in the Section
2292 above shall not be entered or filed unless and until the unit member is given
2293 notice and an opportunity to review and comment thereon. A unit member
2294 shall have the right to enter, and have attached to any derogatory statement,
2295 the unit member's comments thereon. The review shall take place during

2296
2297
2298

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.

2299 **ARTICLE 24: JOB DESCRIPTIONS, RECLASSIFICATION**
2300 **AND POSITION UPGRADE, SALARY SURVEYS**

2301 24.1 **Reclassification and Position Upgrade**

2302 The purpose of this Section 24.1 is to provide an orderly process for the facilitation of
2303 necessary reclassifications.

2304 24.1.1 **Reclassification Definition**

2305 Reclassification means the redefining of a position or group of positions to a
2306 different job class with a corresponding change in title and job description to
2307 account for permanent changes in technology, duties, or work that may alter
2308 the nature of the job.

2309 24.1.2 **Upgrade/Regrade Definition**

2310 Reclassification is distinguished from an upgrade/regrade in that an
2311 upgrade/regrade constitutes a change in salary without changes in job title or
2312 job description.

2313 24.1.3 **Timeline to Propose Reclassification**

2314 Reclassification requests shall be submitted only during the month of October
2315 each year. Requests may be submitted by an individual employee, group of
2316 employees, CSEA, or the District. The requestor shall submit the request to
2317 the District Human Resources Department using the jointly approved Position
2318 Classification Questionnaire.

2319 24.1.4 **Reclassification Negotiations**

2320 No later than November 5 each year, the Human Resources Department shall
2321 forward to CSEA all reclassification requests that were received within the
2322 timeline specified in Section 24.1.3. The parties shall meet no later than
2323 December to consider the reclassification request(s) and to negotiate regarding
2324 any mandatory subjects of bargaining to the extent required by the EERA.

2325 24.2 **Job Descriptions**

2326 All modifications in bargaining unit job descriptions shall be reviewed with CSEA, and
2327 the parties shall negotiate regarding proposed changes to the job descriptions to the extent
2328 required by the EERA. All modified bargaining unit job descriptions shall include the
2329 date of Board Approval.

2330 24.3 **Salary Surveys And Data Collection**

2331 The parties will meet annually in preparation for compensation negotiations to identify
2332 their common data collection needs for negotiations. The parties will work cooperatively

2333 to collect and compile information from comparable school districts regarding
2334 compensation provided including, but not limited to salary, longevity, health and welfare
2335 benefits, PERS contributions, and retiree benefits. The parties shall consider using
2336 CSEA's statewide salary survey, and may seek information from additional sources as
2337 well.

2338 **ARTICLE 25: EFFECT OF AGREEMENT**

- 2339 25.1 It is understood and agreed that the specific provisions contained in the Agreement shall
2340 prevail over District practices and procedures and over state laws to the extent permitted
2341 by state law.
- 2342 25.2 All side letters or memoranda of understanding shall expire June 30, 2003. In order for
2343 any side letter or memorandum of understanding to be enforceable thereafter, it must be
2344 dated, approved by the Governing Board, have an express expiration date, and be given a
2345 specific number (e.g. CSEA No. 98-1).

2346 **ARTICLE 26: SUPPORT OF AGREEMENT**

2347 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of
2348 differences through the meet and negotiate process. Therefore, it is agreed that the District and
2349 CSEA support this Agreement for its term and will not appear before any public bodies to seek
2350 changes or improvement in any matter subject to the meet and negotiate process, except by
2351 mutual agreement of the District and CSEA.

2352 **ARTICLE 27: COMPLETION OF NEGOTIATIONS AND**
2353 **REOPENERS**

2354 27.1 This Agreement shall be effective from the date of approval by the District Governing
2355 Board through June 30, 2019.

2356
2357 27.2 Except for the reopeners specified in this Article 27, during the term of this Agreement,
2358 CSEA and the District expressly waive and relinquish the right to meet and negotiate, and
2359 agree that the parties shall not be obligated to meet and negotiate with respect to any
2360 subject or matter whether or not referred to or covered in this Agreement. The current
2361 Board policies that specifically relate to the negotiable areas delineated in the Educational
2362 Employment Relations Act will remain in full force and effect during the term of the
2363 Agreement.

2364 27.3 Upon the request of either party, the parties agree to reopen negotiations regarding the
2365 impact that any new legislation may have on mandatory subjects of bargaining.

2366 27.4 The District will provide all school and department sites two (2) copies of the negotiated
2367 agreement within sixty (60) calendar days of the signing. The Agreement will be made
2368 available for bargaining unit members' reference. In addition, the Agreement will be
2369 posted on the District's web site.

2370 27.5 A copy of this contract will be sent to PERB (Public Employment Relations Board) if
2371 required to comply with PERB Regulations.

2372 This Agreement is a result of good faith meeting and negotiating between CSEA and the District,
2373 completed on April 18, 2018, and approved by the Berryessa Union School District Board of
2374 Trustees on May 8, 2018.

2375 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM**

2376 **CSEA**

DISTRICT

2377 Debbie Narvaes, CSEA President	Darrien Johnson, Asst. Supt. of Human Resources
2378 Mark Corpuz, Paraeducator I	Phuong Le, Deputy Supt. of Admin. Services
2379 Laurie Andrade, Assessment Examiner-Clerk	Han Nguyen, Director of Fiscal Services
2380 Gloria Vargas, Account Technician III	Gokcen Ceran, Assistant Principal
2381 Heidi Perry, Administrative Secretary/Principal	Mya Duong, Principal
2382 Michelle Pomerleau, Paraeducator II	Maila Nguyen, Administrative Assistant
2383 Rhonda Valdez, Noon Duty Supervisor	Janet Cory Sommer, Attorney - Burke, Williams &
2384 Jim Trujillo, Labor Relation Rep. CSEA	Sorensen, LLP
2385	

2386 **Signature for CSEA**
2387 _____
2388 Debbie Narvaes
2389 CSEA President

2390 Date: _____

Signature for the District

Darrien Johnson
Asst. Supt. of Human Resources

Date: _____

2391 **ARTICLE 28: SAVINGS PROVISIONS**

2392 28.1 If any of this Agreement is held to be contrary to law by a court of competent
2393 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
2394 permitted by law, but all other provisions will continue in full force and effect.

2395 28.2 Provisions of this Agreement held contrary to the law and not subject to appeal will be
2396 opened for renegotiations within sixty (60) days following a request by either party to
2397 meet and negotiate.

2398 **ARTICLE 29: TERM**

2399 29.1 This Agreement shall be effective upon ratification by the union and approval by the
2400 Governing Board through June 30, 2019. Upon the request of either party, the parties
2401 agree to reopen negotiations during the term of the Agreement regarding the impact that
2402 any new legislation may have on mandatory subjects of bargaining.

2403 29.2 The parties agree to submit their initial proposals for 2019-2020 re-opener negotiations,
2404 as required by Government Code Section 3547, no later than May 1, 2019. Negotiations
2405 shall commence no later than thirty (30) calendar days following the public hearing on
2406 the proposal.

APPENDIX A: 2016-2017 SALARY SCHEDULES

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 (18.02)
4.5	2,531 (14.55)	2,647 (15.22)	2,780 (15.98)	2,920 (16.79)	3,052 (17.55)	3,207 (18.44)
5.0	2,577 (14.82)	2,719 (15.63)	2,846 (16.36)	2,994 (17.21)	3,134 (18.02)	3,273 (18.82)
5.5	2,647 (15.22)	2,780 (15.98)	2,920 (16.79)	3,052 (17.55)	3,207 (18.44)	3,354 (19.28)
6.0	2,719 (15.63)	2,846 (16.36)	2,994 (17.21)	3,134 (18.02)	3,273 (18.82)	3,435 (19.75)
6.5	2,780 (15.98)	2,920 (16.79)	3,052 (17.55)	3,207 (18.44)	3,354 (19.28)	3,517 (20.22)
7.0	2,846 (16.36)	2,994 (17.21)	3,134 (18.02)	3,273 (18.82)	3,435 (19.75)	3,603 (20.72)
7.5	2,920 (16.79)	3,052 (17.55)	3,207 (18.44)	3,354 (19.28)	3,517 (20.22)	3,687 (21.20)
8.0	2,994 (17.21)	3,134 (18.02)	3,273 (18.82)	3,435 (19.75)	3,603 (20.72)	3,778 (21.72)
8.5	3,052 (17.55)	3,207 (18.44)	3,354 (19.28)	3,517 (20.22)	3,687 (21.20)	3,866 (22.23)
9.0	3,134 (18.02)	3,273 (18.82)	3,435 (19.75)	3,603 (20.72)	3,778 (21.72)	3,962 (22.78)
9.5	3,207 (18.44)	3,354 (19.28)	3,517 (20.22)	3,687 (21.20)	3,866 (22.23)	4,055 (23.32)
10.0	3,273 (18.82)	3,435 (19.75)	3,603 (20.72)	3,778 (21.72)	3,962 (22.78)	4,148 (23.85)
10.5	3,354 (19.28)	3,517 (20.22)	3,687 (21.20)	3,866 (22.23)	4,055 (23.32)	4,250 (24.44)
11.0	3,435 (19.75)	3,603 (20.72)	3,778 (21.72)	3,962 (22.78)	4,148 (23.85)	4,357 (25.05)
11.5	3,517 (20.22)	3,687 (21.20)	3,866 (22.23)	4,055 (23.32)	4,250 (24.44)	4,456 (25.62)
11.7	3,517 (20.22)	3,778 (21.72)	4,055 (23.32)	4,357 (25.05)	4,674 (26.87)	5,017 (28.85)
12.0	3,603 (20.72)	3,778 (21.72)	3,962 (22.78)	4,148 (23.85)	4,357 (25.05)	4,568 (26.26)
12.5	3,687 (21.20)	3,866 (22.23)	4,055 (23.32)	4,250 (24.44)	4,456 (25.62)	4,674 (26.87)
13.0	3,778 (21.72)	3,962 (22.78)	4,148 (23.85)	4,357 (25.05)	4,568 (26.26)	4,789 (27.54)
13.5	3,866 (22.23)	4,055 (23.32)	4,250 (24.44)	4,456 (25.62)	4,674 (26.87)	4,902 (28.19)
14.0	3,962 (22.78)	4,148 (23.85)	4,357 (25.05)	4,568 (26.26)	4,789 (27.54)	5,017 (28.85)
14.5	4,055 (23.32)	4,250 (24.44)	4,456 (25.62)	4,674 (26.87)	4,902 (28.19)	5,139 (29.55)
14.7	4,055 (23.32)	4,357 (25.05)	4,680 (26.91)	5,028 (28.91)	5,404 (31.07)	5,813 (33.42)
15.0	4,148 (23.85)	4,357 (25.05)	4,568 (26.26)	4,789 (27.54)	5,017 (28.85)	5,266 (30.28)
15.5	4,252 (24.45)	4,466 (25.68)	4,680 (26.91)	4,907 (28.21)	5,142 (29.57)	5,393 (31.01)
16.0	4,359 (25.06)	4,577 (26.32)	4,795 (27.57)	5,028 (28.91)	5,271 (30.31)	5,531 (31.80)
16.5	4,467 (25.68)	4,690 (26.97)	4,915 (28.26)	5,155 (29.64)	5,404 (31.07)	5,668 (32.59)
17.0	4,579 (26.33)	4,809 (27.65)	5,039 (28.97)	5,284 (30.38)	5,537 (31.84)	5,813 (33.42)
17.5	4,694 (26.99)	4,932 (28.36)	5,167 (29.71)	5,415 (31.14)	5,678 (32.65)	5,956 (34.25)
25.0	5,165 (29.70)	5,554 (31.93)	5,969 (34.32)	6,415 (36.88)	6,895 (39.64)	7,414 (42.63)
26.0	8,036 (46.21)	8,245 (47.41)	8,460 (48.64)	8,680 (49.91)	8,906 (51.21)	9,128 (52.48)
SCHOOL SITE PERSONNEL			OFFICE PERSONNEL			
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 *Priscilla* Date 11/16/16

APPENDIX B: 2017-2018 & 2018-2019 SALARY SCHEDULES

California School Employees Association 2017-18 Effective 07/01/17 5%												
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
4.0	2,594	(14.91)	2,706	(15.56)	2,855	(16.42)	2,988	(17.18)	3,144	(18.08)	3,291	(18.92)
4.5	2,658	(15.28)	2,779	(15.98)	2,919	(16.78)	3,066	(17.63)	3,205	(18.43)	3,367	(19.36)
5.0	2,706	(15.56)	2,855	(16.42)	2,988	(17.18)	3,144	(18.08)	3,291	(18.92)	3,437	(19.76)
5.5	2,779	(15.98)	2,919	(16.78)	3,066	(17.63)	3,205	(18.43)	3,367	(19.36)	3,522	(20.25)
6.0	2,855	(16.42)	2,988	(17.18)	3,144	(18.08)	3,291	(18.92)	3,437	(19.76)	3,607	(20.74)
6.5	2,919	(16.78)	3,066	(17.63)	3,205	(18.43)	3,367	(19.36)	3,522	(20.25)	3,693	(21.23)
7.0	2,988	(17.18)	3,144	(18.08)	3,291	(18.92)	3,437	(19.76)	3,607	(20.74)	3,783	(21.75)
7.5	3,066	(17.63)	3,205	(18.43)	3,367	(19.36)	3,522	(20.25)	3,693	(21.23)	3,871	(22.26)
8.0	3,144	(18.08)	3,291	(18.92)	3,437	(19.76)	3,607	(20.74)	3,783	(21.75)	3,967	(22.81)
8.5	3,205	(18.43)	3,367	(19.36)	3,522	(20.25)	3,693	(21.23)	3,871	(22.26)	4,059	(23.34)
9.0	3,291	(18.92)	3,437	(19.76)	3,607	(20.74)	3,783	(21.75)	3,967	(22.81)	4,160	(23.92)
9.5	3,367	(19.36)	3,522	(20.25)	3,693	(21.23)	3,871	(22.26)	4,059	(23.34)	4,258	(24.48)
10.0	3,437	(19.76)	3,607	(20.74)	3,783	(21.75)	3,967	(22.81)	4,160	(23.92)	4,355	(25.04)
10.5	3,522	(20.25)	3,693	(21.23)	3,871	(22.26)	4,059	(23.34)	4,258	(24.48)	4,463	(25.66)
11.0	3,607	(20.74)	3,783	(21.75)	3,967	(22.81)	4,160	(23.92)	4,355	(25.04)	4,575	(26.31)
11.5	3,693	(21.23)	3,871	(22.26)	4,059	(23.34)	4,258	(24.48)	4,463	(25.66)	4,679	(26.90)
11.7	3,693	(21.23)	3,967	(22.81)	4,258	(24.48)	4,575	(26.31)	4,908	(28.22)	5,268	(30.29)
12.0	3,783	(21.75)	3,967	(22.81)	4,160	(23.92)	4,355	(25.04)	4,575	(26.31)	4,796	(27.58)
12.5	3,871	(22.26)	4,059	(23.34)	4,258	(24.48)	4,463	(25.66)	4,679	(26.90)	4,908	(28.22)
13.0	3,967	(22.81)	4,160	(23.92)	4,355	(25.04)	4,575	(26.31)	4,796	(27.58)	5,028	(28.91)
13.5	4,059	(23.34)	4,258	(24.48)	4,463	(25.66)	4,679	(26.90)	4,908	(28.22)	5,147	(29.59)
14.0	4,160	(23.92)	4,355	(25.04)	4,575	(26.31)	4,796	(27.58)	5,028	(28.91)	5,268	(30.29)
14.5	4,258	(24.48)	4,463	(25.66)	4,679	(26.90)	4,908	(28.22)	5,147	(29.59)	5,396	(31.03)
14.7	4,258	(24.48)	4,575	(26.31)	4,914	(28.25)	5,279	(30.35)	5,674	(32.62)	6,104	(35.10)
15.0	4,355	(25.04)	4,575	(26.31)	4,796	(27.58)	5,028	(28.91)	5,268	(30.29)	5,529	(31.79)
15.5	4,463	(25.66)	4,689	(26.96)	4,914	(28.25)	5,152	(29.62)	5,399	(31.04)	5,663	(32.56)
16.0	4,575	(26.31)	4,806	(27.63)	5,035	(28.95)	5,279	(30.35)	5,535	(31.82)	5,808	(33.39)
16.5	4,690	(26.97)	4,925	(28.32)	5,161	(29.67)	5,413	(31.12)	5,674	(32.62)	5,951	(34.22)
17.0	4,808	(27.64)	5,049	(29.03)	5,291	(30.42)	5,548	(31.90)	5,814	(33.43)	6,104	(35.10)
17.5	4,929	(28.34)	5,179	(29.78)	5,425	(31.19)	5,686	(32.69)	5,962	(34.28)	6,254	(35.96)
25.0	5,423	(31.18)	5,832	(33.53)	6,267	(36.03)	6,736	(38.73)	7,240	(41.63)	7,785	(44.76)
26.0	8,438	(48.52)	8,657	(49.78)	8,883	(51.08)	9,114	(52.40)	9,351	(53.77)	9,584	(55.11)
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			10.0					
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: May 8, 2018

Signature *Annunzio* Date *5/21/18*

California School Employees Association 2018-19 Effective 07/01/18 2.5%													
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6							
4.0	2,659	(15.29)	2,774	(15.95)	2,926	(16.82)	3,063	(17.61)	3,223	(18.53)	3,373	(19.39)	
4.5	2,724	(15.66)	2,848	(16.38)	2,992	(17.20)	3,143	(18.07)	3,285	(18.89)	3,451	(19.84)	
5.0	2,774	(15.95)	2,926	(16.82)	3,063	(17.61)	3,223	(18.53)	3,373	(19.39)	3,523	(20.26)	
5.5	2,848	(16.38)	2,992	(17.20)	3,143	(18.07)	3,285	(18.89)	3,451	(19.84)	3,610	(20.76)	
6.0	2,926	(16.82)	3,063	(17.61)	3,223	(18.53)	3,373	(19.39)	3,523	(20.26)	3,697	(21.26)	
6.5	2,992	(17.20)	3,143	(18.07)	3,285	(18.89)	3,451	(19.84)	3,610	(20.76)	3,785	(21.76)	
7.0	3,063	(17.61)	3,223	(18.53)	3,373	(19.39)	3,523	(20.26)	3,697	(21.26)	3,878	(22.30)	
7.5	3,143	(18.07)	3,285	(18.89)	3,451	(19.84)	3,610	(20.76)	3,785	(21.76)	3,968	(22.82)	
8.0	3,223	(18.53)	3,373	(19.39)	3,523	(20.26)	3,697	(21.26)	3,878	(22.30)	4,066	(23.38)	
8.5	3,285	(18.89)	3,451	(19.84)	3,610	(20.76)	3,785	(21.76)	3,968	(22.82)	4,160	(23.92)	
9.0	3,373	(19.39)	3,523	(20.26)	3,697	(21.26)	3,878	(22.30)	4,066	(23.38)	4,264	(24.52)	
9.5	3,451	(19.84)	3,610	(20.76)	3,785	(21.76)	3,968	(22.82)	4,160	(23.92)	4,364	(25.09)	
10.0	3,523	(20.26)	3,697	(21.26)	3,878	(22.30)	4,066	(23.38)	4,264	(24.52)	4,464	(25.67)	
10.5	3,610	(20.76)	3,785	(21.76)	3,968	(22.82)	4,160	(23.92)	4,364	(25.09)	4,575	(26.31)	
11.0	3,697	(21.26)	3,878	(22.30)	4,066	(23.38)	4,264	(24.52)	4,464	(25.67)	4,689	(26.96)	
11.5	3,785	(21.76)	3,968	(22.82)	4,160	(23.92)	4,364	(25.09)	4,575	(26.31)	4,796	(27.58)	
11.7	3,785	(21.76)	4,066	(23.38)	4,364	(25.09)	4,689	(26.96)	5,031	(28.93)	5,400	(31.05)	
12.0	3,878	(22.30)	4,066	(23.38)	4,264	(24.52)	4,464	(25.67)	4,689	(26.96)	4,916	(28.27)	
12.5	3,968	(22.82)	4,160	(23.92)	4,364	(25.09)	4,575	(26.31)	4,796	(27.58)	5,031	(28.93)	
13.0	4,066	(23.38)	4,264	(24.52)	4,464	(25.67)	4,689	(26.96)	4,916	(28.27)	5,154	(29.63)	
13.5	4,160	(23.92)	4,364	(25.09)	4,575	(26.31)	4,796	(27.58)	5,031	(28.93)	5,276	(30.34)	
14.0	4,264	(24.52)	4,464	(25.67)	4,689	(26.96)	4,916	(28.27)	5,154	(29.63)	5,400	(31.05)	
14.5	4,364	(25.09)	4,575	(26.31)	4,796	(27.58)	5,031	(28.93)	5,276	(30.34)	5,531	(31.80)	
14.7	4,364	(25.09)	4,689	(26.96)	5,037	(28.96)	5,411	(31.11)	5,816	(33.44)	6,257	(35.98)	
15.0	4,464	(25.67)	4,689	(26.96)	4,916	(28.27)	5,154	(29.63)	5,400	(31.05)	5,667	(32.58)	
15.5	4,577	(26.32)	4,806	(27.63)	5,037	(28.96)	5,281	(30.36)	5,534	(31.82)	5,805	(33.38)	
16.0	4,691	(26.97)	4,926	(28.32)	5,161	(29.67)	5,411	(31.11)	5,673	(32.62)	5,953	(34.23)	
16.5	4,807	(27.64)	5,048	(29.02)	5,290	(30.42)	5,548	(31.90)	5,816	(33.44)	6,100	(35.07)	
17.0	4,928	(28.33)	5,175	(29.76)	5,423	(31.18)	5,687	(32.70)	5,959	(34.26)	6,257	(35.98)	
17.5	5,052	(29.05)	5,308	(30.52)	5,561	(31.97)	5,828	(33.51)	6,111	(35.14)	6,410	(36.86)	
25.0	5,559	(31.96)	5,978	(34.37)	6,424	(36.94)	6,904	(39.70)	7,421	(42.67)	7,980	(45.88)	
26.0	8,649	(49.73)	8,873	(51.02)	9,105	(52.35)	9,342	(53.71)	9,585	(55.11)	9,824	(56.49)	
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							
Avid Tutor	5.0				Account Technician III	15.0							
Alt. Learning Center Instructional Asso.	8.0				Accountant	17.5							
Behavior Management Technician I	11.7				Accountant-Bond Budget	17.5							
Behavior Management Technician II	14.7				Accounting Specialist	14.5							
Bilingual Aide	5.0				Accounting Technician	12.5							
Case Facilitator	25.0				Administrative Assistant/Communication	16.0							
Child Aide	5.0				Administrative Secretary - Support Services	11.5							
Computer Clerk School	8.0				Budget-Computer System Specialist	15.0							
Computer Instructional Associate	7.0				Categorical Programs Technician	13.5							
District Media Resource Technician	11.0				Assessment Examiner-Clerk	10.0							
Duplicating Machine Operator	5.5				Child Nutrition Clerk	7.0							
English Learner (EL) Newcomer Aide	8.0				Clerk Typist, Categorical Program	7.0							
ESL Tutor	8.0				District - Librarian Assistant	8.0							
Health Clerk	7.0				District - Student Information Specialist	16.5							
Instructional Associate	5.5				District - Student Information Clerk	8.0							
Math/Science Lab Associate	6.0				Education Services Center Clerk	8.0							
Migrant Instructional Aide	5.0				English Learner (EL) Community Liaison	6.5							
Migrant Health Statistical Aide	8.0				Executive Assistant, Education Services	13.0							
PLA Tutor	6.5				Executive Assistant/Operations	13.0							
Program Reading Tutor	5.5				Information Clerk	7.0							
School Clerk	8.0				Occupational Therapist	26.0							
School-Community Liaison	10.0				Office Assistant	8.0							
School Library/Multi Media Technician	8.0				Operations Department Clerk	8.0							
Special Education Paraeducator I	6.5				Payroll Technician	14.5							
Special Education Paraeducator II	7.5/8.5*				Purchasing Specialist	13.0							
*With Certification					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: May 8, 2018

Signature: Amun B K Date: 5/21/18

APPENDIX C: 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
Behavior Management Technician I (BMT I)	180 days of service + paid vacation (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Behavior Management Technician II (BMT II)	180 days of service + paid vacation (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*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

CLASSIFICATION	WORK DAYS
Health Clerk	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Information Clerk	12 months of service + paid vacation
Instructional Associate	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Instructional Associate – Computer	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Instruction Associate – Math-Science Lab	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*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 (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*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 (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
School Library/Multi-Media Technician	191 days of service + paid vacation
Second Language Translator-Interpreter	180 days of service + paid vacation (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Senior Executive Assistant	12 months of service + paid vacation
Special Education Paraeducator I	183 days of service + paid vacation (185 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Special Education Paraeducator II	183 days of service + paid vacation (185 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Special Education Paraeducator III (replaced by Case Facilitator)	225 days of service + paid vacation
*Special Projects Coordinator	12 months of service + paid vacation

CLASSIFICATION	WORK DAYS
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

For the 2018-2019 and 2019-2020 years only, the number of work days for unit members assigned to position listed above with 180, 181, and 183 days of service will be increased by two days, to 182, 183, and 185 respectively. Beginning in the 2020-2021 year, the required number of work days for these positions will return to 180, 181, and 183 work days respectively.

APPENDIX D: 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 E: 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 F: 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 G: 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	O	S	U
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	O	S	U
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	O	S	U
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)

Outstanding Satisfactory 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