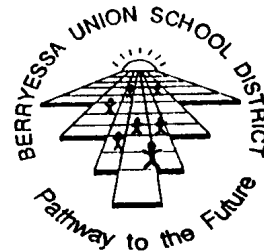


NEGOTIATED AGREEMENT



BETWEEN



California School Employees Association,
Chapter 364

AND

THE GOVERNING BOARD AND
ADMINISTRATION
OF THE
BERRYESSA UNION SCHOOL DISTRICT

July 1, 2010 - June 30, 2013

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1 **PREAMBLE**

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

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

8 **ARTICLE 1: RECOGNITION**

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

16 **ARTICLE 2: DISTRICT RIGHTS**

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

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

37 **ARTICLE 3: CSEA RIGHTS**

38 3.1 **CSEA Business**

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

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

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

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

51 3.2 **Posting Information**

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

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

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

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

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

69 3.3 **Dues and Fees**

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

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

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

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

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

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

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

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

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

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

138 3.4 **Change of Status**

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

142 **ARTICLE 4: EMPLOYEE RIGHTS**

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

146 **ARTICLE 5: CONCERTED ACTIVITIES**

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

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

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

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

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

166 **ARTICLE 6: CSEA RELEASE TIME**

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

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

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

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

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

190 6.3 **Annual Conference**

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

195 **ARTICLE 7: GRIEVANCE**

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

200 7.1 **Definitions**

201 7.1.1 **Grievance**: An allegation by unit member(s) or CSEA of a violation of
202 specific provision(s) of the Contract.

203 7.1.2 **Working Day**: A “working day” is any day on which the central
204 administrative offices of the Berryessa Union School District are open
205 for business.

206 7.1.3 **Grievant**: A unit member, unit members, or CSEA.

207 7.2 **Grievance Procedures**

208 7.2.1 A unit member has a right to a CSEA representative at all grievance
209 conferences, and the District administrator/supervisor involved in the
210 conference may as another District representative to attend grievance
211 conferences.

212 7.2.2 No reprisal shall be invoked against any grievant for processing a
213 grievance.

214 7.2.3 Except by mutual agreement, failure by the employer at any level to
215 communicate a decision within the specified time limit shall permit the
216 grievant to proceed to the next level.

217 7.2.4 Except by mutual agreement, failure by grievant at any level to appeal
218 a grievance to the next level within the specified time limit shall be
219 considered acceptance of the grievance at that level. All meetings to
220 process grievance will be conducted in District facilities.

221 7.2.5 If the Level 3 hearing with the Superintendent is scheduled during the
222 grievant’s regular working day, the grievant and one CSEA
223 representative will receive time off from normal duties for the purpose
224 of processing the grievance.

225 7.2.6 The grievant must be present at each level of the grievance process.

226 7.2.7 In the event a grievance is filed by a unit member without the
227 assistance of CSEA, the District shall send a copy of the grievance and
228 its resolution to CSEA. Within ten (10) days of receipt, CSEA may
229 submit a written response, which shall be filed with the grievance and
230 resolution in a grievance file.

- 231 7.2.8 Group Grievance: If the same grievance involves unit members at
232 different work sites or departments, the grievance shall be filed at
233 Level 2.
- 234 7.3 **Level 1 – Immediate Supervisor**
- 235 7.3.1 Within ten (10) working days after the grievant knew, or reasonably
236 should have known of the condition upon which the grievance is
237 based, the grievant may present the grievance in writing, on a form to
238 be provided by the District, to the administrator with immediate
239 administrative responsibilities for the position to which the grievant is
240 assigned.
- 241 7.3.2 The statement of grievance shall be a clear, concise statement of the
242 circumstances on which the grievance is based, the persons involved,
243 and the remedy sought.
- 244 7.3.3 Either party to the grievance shall have the right to a conference with
245 the other party.
- 246 7.3.4 The immediate supervisor shall communicate the decision to the
247 grievant and CSEA in writing within ten (10) working days after
248 receiving the grievance.
- 249 7.4 **Level 2 – Personnel Services Administrator**
- 250 7.4.1 A grievant may appeal, in writing, the decision from Level 1 to the
251 Assistance Superintendent of Personnel Services within ten (10)
252 working days after receiving it.
- 253 7.4.2 This statement shall be a clear, concise statement and shall include:
254 the circumstances on which the grievance is based; the persons
255 involved and the remedy sought; an outline of actions taken to adjust
256 the complaint; and the reasons for the appeal from the decision.
- 257 7.4.3 The Assistant Superintendent of Personnel Services shall confer with
258 the grievant and communicate the decision to the grievant in writing,
259 within ten (10) working days of the appeal date.
- 260 7.5 **Level 3 - Superintendent**
- 261 7.5.1 The grievant may appeal the decision from Level 2 to the
262 Superintendent within ten (10) working days after receiving it. The
263 appeal shall be submitted to the Assistant Superintendent of Personnel
264 Services who shall forward the grievance to the Superintendent.
- 265 7.5.2 A conference shall be held and the Superintendent shall communicate
266 the decision to the grievant within ten (10) working days of the appeal.

267 7.6 **Level 4 – Arbitration**

268 7.6.1 If the grievant and CSEA are not satisfied with the disposition at Level
269 3 or the time limits expire without the issuance of the Superintendent’s
270 written reply, CSEA may, within twenty (20) working days, submit the
271 grievance to arbitration. The notice of intent to arbitrate shall be
272 submitted in writing to the Superintendent within those twenty (20)
273 working days.

274 7.6.2 The parties to the arbitration shall be the District and CSEA.

275 7.6.3 At the request of either party, a certified court reporter shall be
276 employed to personally record verbatim the entire hearing. The parties
277 shall share equally the cost of the reporter. If either party desires a
278 transcript, that party shall pay the cost of the transcript.

279 7.6.3 **Functions of the Arbitrator**

280 7.6.4.1 To hold a hearing concerning the grievance

281 7.6.4.2 To render a written decision to CSEA and the District
282 within twenty (20) working days after the closing of the
283 hearing unless the parties agree otherwise.

284 7.6.5 **Arbitrator Selection**

285 7.6.5.1 Within ten (10) working days after written notice of
286 submission to arbitration, the California State Conciliation
287 Service will be requested by either party to supply a list of
288 five (5) arbitrators. Thereafter, the arbitrator shall be
289 selected from the list by each party, alternately striking a
290 name, until one name remains. The party striking first shall
291 be determined by a flip of the coin.

292 7.6.5.2 The District and CSEA will share equally the payment of
293 the services and expenses of the arbitrator.

294 7.6.6 **Arbitrator’s Powers and Limitations**

295 7.6.6.1 The arbitrator shall consider only those issues that have
296 been properly carried through all prior steps of the
297 Grievance Procedure.

298 7.6.6.2 The arbitrator shall afford the parties a reasonable
299 opportunity to present evidence, witnesses and arguments.

300 7.6.6.3 The arbitrator’s jurisdiction shall be confined to a
301 determination of the facts and interpretation of the
302 provisions of this Agreement

- 303 7.6.564 The arbitrator shall have no authority to interpret any state
304 or federal law when the compliance or noncompliance
305 therewith might be involved in the consideration of the
306 grievance or to award punitive damages.
- 307 7.6.6.5 The arbitrator's decision shall be final and binding.

308 **ARTICLE 8: COMPENSATION AND BENEFITS**

309 8.1 **Salary Schedule**

310 The 2006-2007 salary schedule will be increased by 4.25% effective January 1,
311 2008, for the fiscal year 2007-2008. Pursuant to the Agreement approved by the
312 Governing Board on April 15, 2008, the District allocated a one-time lump sum
313 total of \$53,522 to the bargaining unit, and this total amount was divided on the
314 basis of FTE to all unit members in active paid status on January 1, 2008. In
315 calculating the retroactive salary payment due to each unit member as a result of
316 the parties' June 17, 2008, Tentative Agreement to change the effective date of
317 the 2007-2008 salary schedule increase to January 1, 2008, the District shall
318 deduct the full gross amount of the lump sum allocation paid to each unit member
319 in 2008 from the gross amount otherwise due as a result of the agreement to
320 establish the January 1, 2008, effective date for 2007-2008 salary schedule
321 increase. If a unit member received a gross lump sum allocation in excess of the
322 gross amount due as a result of the agreement to establish the January 1, 2008,
323 effective date for the 2007-2008 salary schedule increase, the unit member shall
324 not be required to reimburse the District for any excess lump sum payments
325 received.

326 The 2007-2008 salary schedule will be increased by 0.6% effective July 1, 2008,
327 for the fiscal year 2008-2009. The revised salary schedule is attached to this
328 Agreement.

329 8.2 **Step Increases**

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

334 8.3 **Other Compensation**

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

337 8.3.1 Non-bargaining unit yard-duty work will be added to an employee's
338 bargaining unit FTE for the purpose of PERS eligibility and
339 contributions.

340 8.4 **Working in a Higher Classification**

341 8.4.1 Bargaining unit employees shall not be required to perform duties
342 which are not fixed and prescribed for their classification, unless the
343 duties reasonably relate to those fixed for the class, for any period of
344 time which exceeds five (5) working days within a 15-calendar day
345 period except as authorized herein.

- 346 8.4.2 A bargaining unit employee may be required to perform duties
347 inconsistent with those assigned to the class for a period of more than
348 five (5) working days provided that his/her salary is adjusted
349 retroactive for the entire period he/she is required to work in a higher
350 class and in such amounts as will provide an amount equivalent to the
351 higher range and the step the employee is currently on.
- 352 8.4.3 Employees who are temporarily assigned to a lower classification shall
353 suffer no reduction in pay or hours as a result of the temporary
354 assignment.
- 355 8.4.4 As used in this Article, "classification" shall be defined as any group
356 of positions sufficiently similar in duties, responsibilities, and
357 authority that the same job title, minimum qualifications and salary
358 range are appropriate for all positions in the classification.
- 359 8.5 **School Site Clerical Substitutes**
- 360 In the event a school site office clerical person is absent for a full school day and
361 a substitute is not provided for the full school day, the elementary school secretary
362 or clerk will be compensated an additional \$50 per day for assuming the full
363 responsibilities of the absent staff person. At the middle school level the \$50 will
364 be evenly divided between the secretary and/or school clerks who assumed the
365 full responsibilities. The maximum payment shall be a total of five days in a
366 school year. This limitation may be extended only upon the prior written
367 approval of the Assistant Superintendent of Personnel Services.
- 368 8.6 **Maintaining a Classroom**
- 369 8.6.1 In case of certificated work stoppage, natural disaster, and/or lack of
370 qualified substitutes, a unit member may be assigned the responsibility
371 of maintaining a classroom when certificated staff is unavailable to
372 directly maintain a classroom, and periodic supervision is provided by
373 a certificated employee.
- 374 8.6.2 The pay for such classroom maintenance shall be thirteen dollars and
375 twenty-three cents (13.87) per hour in addition to the unit member's
376 regular pay.
- 377 8.6.2.1 This amount shall be increased each year by the percentage
378 increase of the salary schedule
- 379 8.6.2.2 If more than one classified employee assumes the same
380 classroom responsibility, the above rate shall be divided
381 equally.
- 382 8.6.2.3 The utilization of a unit member to maintain a classroom
383 cannot exceed two consecutive days under any

384 circumstances, except in instances of a certificated work
385 stoppage or natural disaster.

386 8.7 **Pay Provision and Training for Special Education Paraeducators, Case**
387 **Facilitators and Behavior Management Technicians**

388 8.7.1 The salary range for Special Education Paraeducator I shall be: 6.5.

389 8.7.2 The salary range for Special Education Paraeducator II shall be as
390 follows:

391 8.7.2.1 Salary range with District certificate placement 8.5

392 8.7.2.2 A Special education Paraeducator II placed in the above
393 classification must obtain a District certificate of
394 competency in order to be placed at range 8.5.

395 8.7.2.3 Salary range with placement only 7.5

396 8.7.3 **Training**

397 Based on program needs, the District will determine appropriate
398 training for Special Education Paraeducator I's to become eligible to
399 be Special Education Paraeducator II's and for Special Education
400 Paraeducator II's to become eligible to be Behavior Management
401 Technicians. The District will provide this training as needed. The
402 District will provide CSEA with the annual training schedule no later
403 than October 1 of each year.

404 8.7.4 **Daily Living Requirements**

405 8.7.4.1 Special Education Paraeducators I and II, Case Facilitators,
406 and Behavior Management Technicians I and II are
407 expected to provide daily living requirements if students
408 require such services except for a Special Education
409 Paraeducator I employed before March 1, 1997 will not be
410 required to provide daily living requirements as part of
411 developing students' daily living skills. Daily living
412 requirements, as used in this provision, involves actual
413 bodily assistance of the student and not mere escorting or
414 mere observation for emergencies.

415 8.7.4.2 When a Special Education Paraeducator I (regardless of
416 hire date) provides daily living requirements, that
417 individual shall receive a one-range differential per month
418 for the time daily living requirements are provided.

458 8.8 **Longevity**

459 8.8.1 Employees must be in paid status at least 75% of the school year in
460 order to receive credit for a year of service.

461 8.8.2 Unit members will receive longevity steps on July 1 as follow:

462 beginning of the 7th consecutive year – 4% increase in base salary
463 beginning of the 12th consecutive year – 7% increase in base salary
464 beginning of the 17th consecutive year – 10% increase in base salary
465 beginning of the 21st consecutive year – 13% increase in base salary.

466 8.8.3 Employees with breaks-in-service shall be eligible to have all years
467 counted for longevity effective November 1, 1987.

468 8.9 **Health and Welfare Benefits**

469 8.9.1 **Medical Premiums**

470 For the school year 2007-2008, medical benefits will be provided by
471 participation in the CalPERS Health Benefits Program, the Public
472 Employees' Medical and Hospital Care Act (PEMHCA). Unit
473 members may choose any one of the plans offered by CalPERS, and
474 must comply with all applicable rules and regulations of the CalPERS
475 Health Benefits Program and PEMHCA. The District shall make
476 contributions toward CalPERS medical premiums for unit members as
477 described below:

478 8.9.1.1 **District Basic Contribution For Medical Premiums**

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

491 8.9.1.2 **District Supplemental Benefits Contribution For**
492 **Medical Premiums**

493 Beginning April 1, 2008, the District will provide to each
494 eligible full-time unit member a supplemental monthly
495 contribution toward the costs of the medical plans that,

496 when added to the District Basic Contribution in Section
497 8.9.1.1 will not exceed \$1,075 per month. The
498 supplemental benefits contribution shall be prorated for
499 part-time unit members as described in Section 8.9.3.

500 8.9.2 **Dental and Vision Premiums**

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

505 8.9.3 **Part-time Employees – Pro-Ration of Benefits**

506 8.9.3.1 Employees hired prior to January 1, 1978, will be entitled
507 to a pro-ration of medical, dental, and vision benefits
508 regardless of number of hours worked. Employees hired
509 after January 1, 1978, must serve four (4) hours or more per
510 day to qualify on a pro-rata basis.

511 8.9.3.2 Ten-month employees shall have their annual health and
512 welfare payment prorated over the 10-month work period.

513 8.10 **Domestic Partners**

514 8.10.1 Domestic partners will be covered by the District's health and welfare
515 plans to the extent that the District carriers provide such coverage.

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

525 8.11 **Section 125 Plan**

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

532 8.12 **Retiree Medical Benefits**

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

544 8.12.2 For unit members hired on or after July 1, 2007, the District shall be
545 required to provide only the District Basic Contribution toward
546 medical premiums set forth in Section 8.9.1.1. This District Basic
547 Contribution shall be required only to the extent required by law, and
548 only as long as the District participates in the PEMHCA plan.

549 8.12.3 For unit members hired before July 1, 2007, and retiring on or after
550 July 1, 2008, the District shall provide unit members retiring at the
551 age of 55 or older, fringe benefits premium contributions according to
552 the following schedule:

553 8.12.3.1 The District Basic Contribution required by Section 8.9.1.1
554 and Government Code Section 22892.

555 8.12.3.2 In addition to the District Basic Contribution for retired
556 unit members with 15 up to 20 years of District service –
557 the District shall provide an amount for unit member only
558 medical coverage that, when added to the District Basic
559 Contribution required by Section 8.9.1.1, will not exceed
560 the Kaiser single party rate in effect on the date the unit
561 member's retirement becomes effective;

562 8.12.3.3 In addition to the District Basic Contribution for retired
563 unit members with 20 up to 30 years of District service –
564 the District shall provide premiums for dental and vision
565 coverage and an amount for unit member only medical
566 coverage only that, when added to the District Basic
567 Contribution required by Section 8.9.1.1 will not exceed
568 the Kaiser single party rate in effect on the date the unit
569 member's retirement becomes effective.

570 8.12.3.4 In addition to the District Basic Contribution, for retired
571 unit members with 30 years or more of District service who
572 were hired before January 1, 2002 – the District shall

573 provide an amount for the retiree and spouse or domestic
574 partner premiums for dental and vision coverage and
575 medical coverage that, when added to the District Basic
576 Contribution required by Section 8.9.1.1, will not exceed
577 the Kaiser two-party rate dental rate, and vision rate Unit
578 members hired on or after January 1, 2002, with 30 years or
579 more of District service shall receive the same retiree
580 health benefits contributions as that described in Section
581 8.12.3.3 for retired unit members with 20-30 years of
582 District service.

583 8.12.4 For unit members hired before July 1, 2007, and retiring before July 1,
584 2008, the District shall provide unit members retiring at the age of 55
585 or older, fringe benefits premium contributions according to the
586 following schedule:

587 8.12.4.1 The District Basic Contribution required by Section 8.9.1.1
588 and Government Code Section 22892.

589 8.12.4.2 In addition to the District Basic Contribution, for retired
590 unit members with at least 15 and up to 20 years of District
591 service, the District shall provide an amount for unit
592 member only coverage that, when added to the District
593 Basic Contribution required by Section 8.9.1.1 will not
594 exceed the Kaiser single party rate.

595 8.12.4.3 In addition to the District Basic Contribution for retired
596 unit members with at least 20 and up to 30 years of District
597 service, the District shall provide premiums for dental and
598 vision coverage and an amount for unit member coverage
599 only that, when added to the District Basic Contribution
600 required by Section 8.9.1.1 will not exceed the Kaiser
601 single party rate, dental rate and vision rate.

602 8.12.4.4 In addition to the District Basic Contribution for retired
603 unit members with 30 or more years of District service, the
604 District shall provide premiums for dental and vision
605 coverage and an amount for the retiree and spouse or
606 domestic partner coverage that, when added to the District
607 Basic Contribution required by Section 8.9.1.1, will not
608 exceed the Kaiser two-party rate, dental rate and vision
609 rate.

610 8.12.5 The years of service described in Sections 8.12.3 and 8.12.4 must be as
611 a unit member in the Berryessa Union School District.

- 612 8.12.6 For retired unit members who worked part-time at the time of
613 retirement, the District's premium contribution described in this
614 Section 8.12 shall be prorated based on the number of hours worked.
- 615 8.12.7 The payment of premiums (if any) required under Section 8.12 will
616 continue until the unit member-retiree is eligible for Medicare or
617 reaches the age of 65, whichever event occurs first. When the unit
618 member retiree is eligible for Medicare or reaches the age of 65
619 (whichever occurs first), the unit member-retiree shall be eligible only
620 for the District Basic Contribution as required by Section 8.9.1.1 and
621 Government Code Section 22892, and only to the extent that such
622 contribution is required by law.
- 623 8.12.8 To be eligible for retiree medical benefits under Section 8.12, the unit
624 member must have been on paid status in the District or on approved
625 leave at the time of retirement and comply with all applicable rules and
626 requirements for eligibility and participation in retiree medical benefits
627 through CalPERS, including but not limited to the requirement that the
628 unit member retires under CalPERS, and that the unit member must
629 have been enrolled in a CalPERS health plan as an active employee at
630 the time of retirement.
- 631 8.12.9 In lieu of any fringe benefits for those qualifying under this Section
632 8.12, a unit member with 20 or more years of Berryessa Union School
633 District service, may elect to receive a one-time payment calculated on
634 \$500 per each year of District service, up to a maximum of \$15,000.
- 635 8.13 **Professional Growth Program**
- 636 8.13.1 **Establishment of Professional Growth Committee**
- 637 The President of the Majority Classified Organization shall appoint a
638 Professional Growth Chairperson for a one (1) year term. Three (3)
639 committee members shall be chosen by the affected units (CSEA,
640 Teamsters, and Classified Confidential Management Team). It shall
641 be up to the units to decide on their selection process, with one (1)
642 administrative staff member, the Superintendent or designee, for a
643 total of five (5) members
- 644 8.13.2 **Duties of the Committee**
- 645 Committee members will approve/disapprove requests for Professional
646 Growth, for their respective bargaining units. The Committee will
647 review all Professional Growth applications monthly. The committee
648 will assist the District in preparing goals for the Professional Growth
649 Program, investigate inside/outside resources for the Professional
650 Growth Program and increase awareness of the program among
651 employees

652 8.13.3 **Professional Growth Requirements**

653 Professional Growth increments will be awarded per Union Contracts
654 or in accordance with District policy for Confidential/Management
655 Employees. Professional Growth Increments may be earned by
656 completing 9 units of work in junior college, University or State
657 College, and Adult Education (including seminars and workshops).
658 Effective July 1, 1998, Professional Growth Increments will be paid at
659 \$250 per increment paid in a lump sum on November 30. All CSEA
660 unit members shall be eligible to participate in the Professional
661 Growth program.

662 8.13.4 **Unit Evaluation Requirements**

663 8.13.4.1 All units approved and earned after July 1, 1998, must be
664 job related.

665 8.13.4.2 Credit may be granted only for courses completed after
666 July 1, 1971, or the date of beginning employment with
667 Berryessa Union School District, whichever is later.
668 Courses submitted for credit must be approved by the
669 appropriate Professional Growth Committee Member or by
670 the Professional Growth Chairperson should the member
671 not be available. Courses submitted for credit must be
672 approved prior to beginning classes.

673 8.13.4.3 One (1) unit (or one semester) normally represents one (1)
674 hour per week during one (1) semester in lecture or
675 recitation work with necessary preparation time, or three
676 (3) hours per week in laboratory or other work not
677 requiring homework or other preparation.

678 8.13.4.4 Credit for classes in adult education or other approved
679 education experience (including seminars and workshops)
680 will be granted as follows:

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

- 681 8.13.4.5 Credit for adult education courses, seminars, and/or
682 workshops that are less than five hours in length may be
683 combined in order to earn professional growth units and
684 increments.
- 685 8.13.4.6 In order to receive credit for the course, all employees
686 taking courses in adult education must obtain a satisfactory
687 grade and follow the attendance schedule (see absences
688 permitted). Courses may only be repeated if the employee
689 fails the course. Credit for District units may be carried
690 into the succeeding school year.
- 691 8.13.5 **Procedures**
- 692 8.13.5.1 Get Professional Growth form from the office of Personnel
693 Services. Fill out completely. Obtain supervisor's
694 approval signature.
- 695 8.13.5.2 After approval/disapproval, the committee member will
696 forward to the Assistant Superintendent of Personnel
697 Services for counter signature. After the Assistant
698 Superintendent of Personnel Services
699 approves/disapproves, the form will be forwarded to the
700 Professional Growth Committee Chairperson for committee
701 review.
- 702 8.13.5.3 It is the responsibility of the classified employee to apply
703 for Professional Growth Credit and verify completion of
704 course work with the Personnel Services Department. An
705 official transcript, verified grade card, instructor's signed
706 statement, or signed certificate of completion covering
707 work completed and on file in the Personnel Services
708 Department within 3 months of completing the class.
- 709 8.13.6 **Denial of Request for Professional Growth**
- 710 If a request for Professional Growth is denied, the person denying the
711 request will attach a brief statement of explanation. If the employee
712 feels that the denial is inappropriate, the employee shall meet with:
- 713 8.13.6.1 The Assistant Superintendent of Personnel Services.
714 Should the denial stand, the Assistant Superintendent of
715 Personnel Services shall notify the Professional Growth
716 Committee Chairperson. The denial will be reviewed at the
717 next meeting of the committee, which may overturn the
718 decision or uphold it.
- 719 8.13.6.2 If the denial is upheld, the employee should file a
720 grievance.

721 8.14 **Classified Staff Development**

722 Each school year, \$5,000 will be deposited by the District into a fund to provide
723 classified staff development. A committee of CSEA representatives and District
724 administrators will review each application for approval of funds. Any money
725 left in the account at the end of the fiscal year will be “rolled over” to the
726 following year

727 8.15 **Paraeducator Career Ladder**

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

734 8.16 **Child Development Center and State Preschool**

735 CSEA and the District will meet to finalize implementation and conditions for
736 CDC.

737 8.17 **District Work Opportunities Outside Bargaining Unit**

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

743 8.18 **Payment of Compensation**

744 8.18.1 The monthly salary will be calculated by multiplying the hourly rate
745 by 174.

746 8.18.2 Each employee will receive their regular monthly pay on the last
747 working day of the month. If any employee works less than one full
748 month, then the employee will receive a pro-ration of their monthly
749 pay rate on the last working day of the month.

750 8.19 In the event that a school or other worksite must be closed as the result of an
751 emergency, epidemic, quarantine, or other condition involving the health or safety
752 of employees or students, the District will notify CSEA as soon as reasonably
753 possible of the closure. Upon request of CSEA, the District will meet promptly
754 with CSEA and will negotiate regarding impacts identified by CSEA of the
755 closure on compensation, vacation leaves, safety, and any other mandatory
756 subjects of bargaining to the extent required by the Education Employment
757 Relations Act and the provisions of this Negotiated Agreement, including but not
758 limited to Article 2.

759 **ARTICLE 9: PROBATION AND EVALUATION**

760 9.1 **Probationary Employees**

761 9.1.1 **Probationary Period – New Hires**

762 The probationary period for all classified employees new to the
763 District shall be six (6) months in paid status. The District may release
764 a probationary employee new to the District at any time during the
765 probationary period by providing notice to the probationary employee.

766 9.1.2 **Probationary Period – Promoted Employees**

767 9.1.2.1 All unit members who are promoted into a higher
768 classification will have a probationary period of forty-five
769 (45) workdays in paid status. The District may, at its
770 discretion, extend this probationary period for an additional
771 period of up to forty-five (45) workdays.

772 9.1.2.2 Unit members in probationary status due to a promotion
773 will have the right to return to their previous position
774 within the first two months of the probationary period. A
775 substitute may be employed to fill the vacancy for the two-
776 month period.

777 9.1.2.2.1 In order to assist the probationary unit
778 member in making a decision whether or not
779 to return to their prior position, and upon
780 request of the probationary unit member, the
781 immediate supervisor will provide an initial
782 assessment of the likelihood of successfully
783 completing probation.

784 9.1.2.2.2 A permanent unit member who is promoted
785 to a new position and fails to successfully
786 complete probation in the new position shall
787 be employed in the classification from
788 which he or she was promoted.

789 9.2 **Evaluation of Permanent Employees**

790 9.2.1 Permanent employees shall be evaluated every other year by June 1,
791 and may be evaluated yearly at the evaluator's discretion. Permanent
792 employees transferred must be evaluated by their new supervisor
793 during the first year of reassignment by June 1. The employee shall
794 receive a copy of the completed evaluation. The supervisor shall hold
795 a conference with the employee to discuss the written evaluation.

- 796 9.2.2 Any less than satisfactory designation must be described in writing,
797 and in the event of an overall unsatisfactory evaluation, the supervisor
798 and the employee shall collaboratively develop methods of
799 improvement. The supervisor shall assist the employee in achieving
800 improvements. The employee shall cooperate in this program.
- 801 9.2.3 If, during the rating period, an employee works as a split assignment at
802 two sites, the District may require the immediate supervisor at each
803 site to provide separate evaluations, or may require the two supervisors
804 to jointly evaluate the employee.
- 805 9.2.4 All employees have a right to respond to any evaluation and to have
806 that response attached to the evaluation within ten (10) workdays.
- 807 9.3 **Evaluation Of Newly Hired Probationary Employees**
- 808 Probationary employees new to the District shall be evaluated by their immediate
809 supervisors during the second and sixth month of the probationary period. The
810 evaluation shall be in writing, and the probationary employee shall have a right to
811 respond to any evaluation and to have the response attached to the evaluation
812 within ten (10) workdays.
- 813 9.4 **Evaluation Form**
- 814 The evaluation form, *Classified Employee's Work Performance Report*, is
815 attached as Appendix F.

816 **ARTICLE 10: VACANCIES TRANSFERS AND**
817 **PROMOTIONS**

818 10.1 **Definitions**

819 10.1.1 **Transfer**

820 A transfer is the movement of an employee from one work site to
821 another work site within the same classification or within the same
822 salary range, which is non-promotional in nature. A voluntary transfer
823 is a transfer initiated by a unit member. An administrative transfer is a
824 District-initiated transfer.

825 10.1.2 **Promotion**

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

830 10.2 **Procedure for Posting and Filling Vacancies**

831 10.2.1 **Determining Existence of Vacancies**

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

835 10.2.2 **Posting Notice of Transfer Opportunities**

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

842 10.2.3 **Posting Notice of Vacancy**

843 If the District does not fill the vacancy by transfer pursuant to Section
844 10.2.2, the District will post the position declared vacant for seven (7)
845 working days. The District may announce the position simultaneously
846 within the District and outside the District. Copies of the vacancy
847 announcement will be sent to the CSEA President or designee.

848 10.2.4 **Notice and Posting Procedures**

849 10.2.4.1 The vacancy notice shall include: the job title, brief
850 description of duties, the assigned work site, the number of

851 hours per week, the salary range, the date of the posting,
852 the closing date for applications, and a statement of the
853 selection criteria. A job description shall be provided by
854 Personnel Services upon request.

855 10.2.4.2 All vacancy notices shall be posted at a designated area at
856 each work site. The District will also send notices of
857 vacant positions under Sections 10.2.2 and 10.2.3 by e-mail
858 to all unit members who have District e-mail accounts.

859 10.2.5 **Notice During Recess**

860 Notice of vacancies occurring during recess periods will be mailed
861 only to employees who submit a written request to receive mailed
862 notices during recess periods or vacations.

863 10.2.6 **Screening of Applicants**

864 The District will paper screen all applications to determine if all the
865 minimum qualifications are met based on the job description. The
866 District retains the right to determine qualifications of candidates. A
867 bargaining unit applicant who meets the minimum qualifications for
868 the vacancy shall be granted an interview. Unit members on
869 probationary or remediation status shall not be eligible automatically
870 for an interview.

871 10.2.7 **Selection Process**

872 10.2.7.1 After the screening process has been completed, the
873 selection will be based on:

874 10.2.7.1.1 Training

875 10.2.7.1.2 Specified skills, and

876 10.2.7.1.3 Prior experience

877 10.2.7.2 The above criteria will be assessed for each candidate
878 through an interview and/or a formal test.

879 10.2.7.3 If candidates are judged equal after the assessment, the
880 seniority within the District shall be the determining factor.

881 10.2.7.4 Within fifteen (15) days of a request by an unsuccessful
882 candidate, the Assistant Superintendent of Personnel
883 Services or designee shall meet and provide reasons for
884 non-selection based on the established selection criteria.

885 10.2.7.5 The Association shall have the right to appoint a unit
886 member to serve on each interview panel. Within five (5)
887 days of the position posting, the Association will notify the
888 Personnel Services Department who it has selected to serve
889 on the interview panel. If the Association does not provide
890 this notice within the five (5) day period, the District will
891 appoint a unit member to serve on the panel.

892 10.3 **Administrative Transfer**

893 10.3.1 **Transfer**

894 An administrative transfer may be initiated by the District at any time
895 such transfer is in the best interest of the District based on work-
896 related needs. The unit member affected by such transfer and the
897 Association will be given notice as soon as possible. Upon request,
898 the employee shall be afforded the opportunity to meet with the
899 Assistant Superintendent of Personnel Services or designee regarding
900 the transfer.

901 10.3.2 **Accommodation for Disability**

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

906 10.3.3 **District Reorganization**

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

909 10.4 **Substitute Service While Filling Vacancy**

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

916 10.5 **Part-time Unit Members Working as Substitutes**

917 10.5.1 Part-time unit members may act as substitutes or may assume short-
918 term positions in those hours that they are not regularly employed. To
919 be considered, the employee must place his/her name on a District list;
920 the employee must be qualified; and the extra work may be assigned
921 without administrative difficulties.

922 10.5.2 The employee's status in these positions remains as substitute or short-
923 term. Employee does not accrue seniority or gain hours for benefit
924 eligibility. The pay rate will be in accordance with Article 8.4,
925 Working in a Higher Classification.

926 10.6 **Promotional Pay**

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

930 **ARTICLE 11: LEAVE PROVISIONS**

931 11.1 **Sick Leave**

932 11.1.1 An employee who is absent for any reason must report by telephone to
933 the employee's department head or designee on the first day of such
934 absence, unless prior approval has been obtained. Failure to report an
935 absence is considered a serious offense and continual failure to submit
936 such a report will be considered grounds for dismissal.

937 11.1.2 Whenever illness/injury causes absence of five or more consecutive
938 days, the employee shall provide to the Assistant Superintendent of
939 Personnel Services, a written statement that a physician certifying the
940 nature of the disability. The physician's statement shall be specific as
941 to health condition and as to the disabling effects of the health
942 condition. At reasonable intervals thereafter, the District may require
943 from the employee additional written statements by a physician
944 certifying to the continuing nature for the disability.

945 11.1.3 In the event of a scheduled disability (surgery, childbirth, etc.) the
946 employee shall notify the Assistant Superintendent of Personnel
947 Services in writing of the anticipated absence. Such notification shall
948 include the anticipated beginning and ending dates of the leave.
949 Whenever possible, such notification shall be provided at least twenty
950 (20) working days prior to the scheduled disability.

951 11.1.3.1 Definition:

952 Sick Leave is defined as the authorized absence from duty
953 of an employee because of:

954 11.1.3.1.1 The employee's own illness or injury not
955 covered by Worker's Compensation.

956 11.1.3.1.2 The Employee's dental, eye, and other
957 physical or medical examination or
958 treatment by a licensed practitioner.

959 11.2 **Paid Sick Leave**

960 11.2.1 A regular classified employee shall earn paid sick leave in accordance
961 with the provisions of the Education Code. Unused sick leave may be
962 accumulated without limit.

963 11.2.2 At the beginning of each fiscal year, the number of sick leave days of
964 the employee shall be increased by the number of days of paid sick
965 leave, which the employee would normally earn in the ensuing fiscal

- 966 year. An employee's number of sick leave shall be adjusted if a
967 change of assignment alters the amount of sick leave earnable.
- 968 11.2.3 Sick leave may be taken at any time, provided that new employees
969 shall not be eligible to use more than six (6) days of paid sick leave
970 until the first day of the calendar month after completion of six (6)
971 months active service with the District.
- 972 11.2.4 Employees shall have sick leave absence deducted in ¼-hour
973 increments. In order to receive compensation while absent on sick
974 leave, the employee must notify the supervisor of the employee's
975 absence at least one (1) hour before the beginning of the working day
976 on the first day absent, unless conditions make notification impossible.
977 The burden of proof of impossible conditions shall be upon the
978 employee.
- 979 11.2.5 At least (1) day prior to the employee's expected return to work, the
980 employee shall notify the supervisor in order that any substitute may
981 be terminated. If the employee fails to notify the supervisor and both
982 the employee and the substitute report, the substitute is entitled to the
983 assignment, and the employee shall not receive pay for that day.
- 984 11.2.6 Employees have the option to verify prior sick leave credit and request
985 adjustments. The Payroll Department shall maintain records of sick
986 leave utilization and balance.
- 987 11.2.7 The entitlements to regular paid sick leave, vacation time,
988 compensatory time, Family Medical Leave, and catastrophic benefits
989 shall run concurrently with the five-months of extended sick leave.
- 990 11.3 **Additional Sick Leave**
- 991 11.3.1 After expiration of paid sick leave, an employee who is ill or injured
992 may, upon request, use accumulated vacation or compensatory time, to
993 avoid leave without pay.
- 994 11.3.2 For a period not to exceed five (5) calendar months from the first day
995 of the extended illness or injury, including the exhaustion of all paid
996 sick leave, vacation time, and compensatory time, a classified
997 employee shall be paid at the rate of fifty percent (50%) of the
998 employee's regular salary.
- 999 11.4 **Termination of Sick Leave**
- 1000 An employee who has been placed on paid or unpaid sick leave may return to
1001 duty at any time during the leave, provided that the employee is able to resume
1002 the assigned duties, and if the leave has been for more than 20 working days,
1003 provided that the employee has notified the District of the employee's return at
1004 least one (1) working day in advance.

1005 11.5 **Exhaustion of Sick Leave and Any Leave Without Pay**

1006 11.5.1 Leave of absence without pay may be granted to a classified employee
1007 who has exhausted all entitlement to sick leave, vacation, and other
1008 available paid leave, excluding catastrophic leave benefit, and who
1009 continues to be absent because of illness/injury. Such leave may be
1010 granted for a period of time not to exceed six (6) months. The Board
1011 may renew the leave of absence without pay for two (2) additional six
1012 (6) month periods or such lesser leave periods that it may provide, but
1013 not exceed a total of eighteen (18) months.

1014 11.5.2 At the conclusion of all paid and unpaid leaves, excluding catastrophic
1015 leave benefit, if the employee is unable to assume the duties of the
1016 position, or the employee is not transferred to another position, the
1017 employee shall be placed on a re-employment list for a period of 39
1018 months.

1019 11.5.3 When available, during the 39-month period, he/she shall be
1020 employed, provided the employee is medically able, in a vacant
1021 position in the classification previously held over all other available
1022 candidates except for re-employment lists established because of lack
1023 of work or lack of funds, in which case he/she shall be listed in
1024 accordance with appropriate seniority regulations. Any employee
1025 receiving benefits as a result of this Section shall, during periods of
1026 injury or illness, remain within the State of California unless the Board
1027 of Trustees authorizes travel outside the state. An employee who has
1028 been placed on a re-employment list, as provided herein, who has been
1029 medically released for return to duty and who fails to accept an
1030 appropriate assignment shall be dropped from the re-employment list.

1031 11.5.4 Upon return from the re-employment list and the resumption of duties,
1032 the break in service will be disregarded and the employee shall be fully
1033 restored as a permanent employee.

1034 11.6 **Industrial Accident and Illness Leave**

1035 11.6.1 As a result of an industrial accident leave, the District shall endorse
1036 benefit checks received from the Worker's Compensation Carrier to
1037 the employee (when possible). These checks will be available with the
1038 employee's regular warrant. The employee's warrant will be adjusted
1039 to reflect appropriate earnings. If, within the 60 working day period,
1040 an employee who is on leave is released by a medical practitioner to
1041 return to work without restrictions, the employee shall assume his/her
1042 normal duties on the second working day following his/her release.
1043 Periods for leave of absence, paid or unpaid, shall not be considered a
1044 break in service for the employee on leave.

1045 11.6.2 Payment for wages lost on any day shall not, when added to an award
1046 granted the employee under the Worker's Compensation laws of this
1047 state, exceed the normal wage for the day. The industrial accident or
1048 illness leave is to be use in lieu of all other sick leave benefits. When
1049 entitlement to industrial accident or illness leave under this Section has
1050 been exhausted, entitlement to all other sick leave, vacation or other
1051 paid leave may then be used.

1052 11.6.3 If, however, an employee is still receiving temporary disability
1053 payments under the Worker's Compensation laws of this state at the
1054 time of the exhaustion of benefits under this Section, he/she shall be
1055 entitled to use only so much of his/her accumulated and available
1056 normal sick leave and vacation leave, which when added to the
1057 Worker's Compensation award, provides for a day's pay at the regular
1058 rate of pay.

1059 11.6.4 During all paid leaves of absence, the employee shall endorse to the
1060 District wage loss benefit checks received under worker's
1061 compensation law. The District shall issue the employee appropriate
1062 warrants for payment of wages or salary and shall deduct normal
1063 retirement and other authorized contributions when all available leaves
1064 of absences, paid or unpaid, have been exhausted. Any employee
1065 receiving benefits as a result of this Section shall, during periods of
1066 injury or illness, remain within the State of California unless the Board
1067 of Trustees authorizes travel outside the state.

1068 11.6.5 When all available leaves of absence, paid or unpaid, have been
1069 exhausted, and if the employee is medically unable to assume the
1070 duties of the employee's position, the employee shall, if not placed in
1071 another position, be placed on a re-employment list for a period of 39
1072 months. When available, during the 39-month period, the person shall
1073 be employed in a vacant position in the class of the previous
1074 assignment over all other available candidates, except for the re-
1075 employment list established because of lack of work or lack of funds,
1076 in which case the person shall be listed in accordance with appropriate
1077 seniority. An employee who has been placed on a re-employment list,
1078 and has been medically released for return to duty and who fails to
1079 accept an appropriate position shall be dismissed.

1080 11.7 **Bereavement Leave**

1081 Each classified employee is entitled to a leave of absence, not to exceed five (5)
1082 days on account of the death of any member of the employee's immediate family.
1083 The immediate family is defined as husband, wife, mother, father, sister, brother,
1084 son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-
1085 law, daughter-in-law, grandchild of the employee, step-parent, step-son, step-
1086 daughter, brother-in-law, sister-in-law, or any relative of either spouse living in
1087 the immediate household of the employee.

1088 11.8 **Sick Leave for Personal Necessity**

1089 11.8.1 Up to seven (7) days of the leave granted annually to classified
1090 employees for personal illness may be used by the employee for
1091 reasons of personal necessity.

1092 11.8.2 Business of an emergency or urgent nature, accidents, family illness,
1093 court appearances, deaths, imminent danger to home or personal
1094 property, and other unforeseen occurrences which require the presence
1095 of the employee are representative of those situations which constitute
1096 personal necessity. Personal necessity leave may not be used for the
1097 purpose of extending a weekend, vacation or holiday.

1098 11.8.3 Each employee may utilize the provisions of this Section to take care
1099 of personal business which, under the circumstances, the employee
1100 cannot reasonably be expected to disregard and which requires his/her
1101 attention during his/her assigned hours of service.

1102 11.8.4 Prior approval for utilization of personal necessity days is required
1103 except when prior approval is not reasonably possible due to the
1104 circumstances of the need for the leave. The employee shall inform
1105 his/her supervisor of the general nature of the personal necessity, but
1106 shall not be required to provide personal and private details beyond the
1107 information required to show that the leave qualifies for personal
1108 necessity..

1109 11.8.5 Seven (7) days represents the maximum allowable number of days
1110 available in any school year for personal necessity leave. Personal
1111 necessity days may not be carried over from one year to the next.

1112 11.8.6 Absences from duty related to employee organizational concerns or
1113 work stoppage shall not be charged to personal necessity.

1114 11.8.7 It shall continue to be the responsibility of the employee to notify the
1115 department head or supervisor of their absence.

1116 11.9 **Official Business**

1117 Personnel may be excused from duty without loss of pay for participation in
1118 Board-approved professional meetings of value to the District. These absences
1119 from duty shall be classified as official business. Legally authorized expenses,
1120 including mileage to people so authorized, will be allowed.

1121 11.10 **Legal Commitments and Transactions**

1122 Leaves of absence to serve on a jury or to appear as a witness in court other than
1123 as a litigant shall be granted with no loss in pay provided the employee endorses
1124 the fee received, exclusive of mileage allowance to the District. At the
1125 employee's option such leave of absence will be granted without pay.

1126 11.11 **Military Leave**

1127 11.11.1 Every classified employee, who enters the military of the United States
1128 or the State of California, is entitled to a military leave. Such absence
1129 does not affect classification and does not constitute a break in service.
1130 However, this absence does not count as part of the probationary
1131 period required as a condition precedent to classification as a
1132 permanent employee.

1133 11.11.2 Within six (6) months after an employee honorably leaves the service,
1134 the employee is entitled to the position formerly held at a salary the
1135 employee would have received had the employee not been on military
1136 leave. Classified employees ordered into military service are entitled
1137 to one (1) month's pay from the school district if one year of service
1138 has been rendered in the District. Members of the National Guard are
1139 entitled to leave without regard to the length of their public service,
1140 but this does not include one (1) month's pay.

1141 11.12 **Family Medical Leave**

1142 Unit members are eligible for leave without pay under the Federal Family and
1143 Medical Leave Act (FMLA) and the California Family Rights Act (FRA). This
1144 leave is subject to the District rules and regulations implementing the Acts. These
1145 rules and regulations will be attached to, and become part of, the collective
1146 bargaining agreement as Appendix E.

1147 11.13 **Leave of Absence Without Pay**

1148 Leave of absence without pay may be granted to a permanent classified employee
1149 upon written request by the employee to the Assistant Superintendent of
1150 Personnel Services and the approval of the Board of Trustees, subject to the
1151 following restrictions:

1152 11.13.1 **Education Leave**

1153 Leave of absence without pay may be granted to a classified employee
1154 for the purpose of permitting study by the employee or for the purpose
1155 of retraining the employee to meet changing conditions within the
1156 District. Such leave shall not exceed one (1) year in length. The
1157 Board may provide that such leave be taken in separate six (6) month
1158 periods or in any other appropriate periods, rather than for a
1159 continuous one (1) year period, provided that the separate periods of
1160 leave of absence shall be commenced and completed within a three (3)
1161 year period.

1162 11.13.2 **Child-Rearing Leave**

1163 The Board may grant child-rearing leave to classified personnel. The
1164 granting of such leave is subject to the following conditions.

- 1165 11.13.2.1 An employee who is the natural or adoptive parent of a
1166 child may be entitled to an unpaid leave of absence for the
1167 purpose of rearing his/her child.
- 1168 11.13.2.2 Application for a child-rearing leave must be made to the
1169 Board through the Personnel Department.
- 1170 11.13.2.3 A leave may be granted when unusual circumstances exist..
1171 Such leave may be granted for a maximum duration of one
1172 (1) year upon giving the District two (2) weeks notice prior
1173 to the anticipated date on which the leave is to commence.
- 1174 11.13.2.4 The Personnel Services Department shall attempt to assign
1175 classified employees returning from a child-rearing leave to
1176 a position similar to the one held prior to the leave.
- 1177 11.13.2.5 The employee shall receive no salary or fringe benefits
1178 while on leave other than those benefits he/she chooses to
1179 continue at personal expense.
- 1180 11.13.3 **Other Leaves of Absence Without Pay**
- 1181 A leave of absence without pay may be granted to a unit member for
1182 any other reason. Such leave shall not exceed one (1) year.
- 1183 11.13.4 **Return from Leave of Absence Without Pay**
- 1184 11.13.4.1 Provided a vacancy exists, an employee returning from a
1185 leave of absence without pay shall be assigned to a position
1186 within the same classification as held prior to the leave. If
1187 no vacancy exists, the employee shall be placed on a re-
1188 employment list for a period not to exceed 39 months and
1189 shall be offered the first vacancy within the same
1190 classification as was held prior to the leave.
- 1191 11.13.4.2 If time requested away from position for a period of less
1192 than two (2) weeks, the employee need not apply for a
1193 leave of absence. He/she should make arrangements with
1194 his/her department supervisor and obtain prior approval.
- 1195 11.13.5 **Benefits While On Leave**
- 1196 Except as provided otherwise in this Section, the classified employee
1197 on leave of absence is not eligible to receive the District's contribution
1198 to the Health and Welfare Benefits program. However, the employee
1199 may continue to participate in the program by paying the total
1200 premium required.

1201 11.14 **Catastrophic Illness Benefit**

1202 On a case-by-case basis and with mutual agreement of the Association and the
1203 District, any bargaining unit member may donate accumulated and unused
1204 eligible leave credits to another bargaining unit member when that bargaining unit
1205 member or a member of his/he family suffers from a catastrophic illness or injury

1206 11.14.1 **Definition**

1207 11.14.1.1 Catastrophic illness or injury means an illness or injury that
1208 is expected to incapacitate a member of the bargaining unit
1209 for an extended period of time, or that incapacitates a unit
1210 member's family, and that incapacity requires the
1211 bargaining unit member to take time off from work for an
1212 extended period of time to care for that family member, and
1213 taking extended time off from work creates a financial
1214 hardship for the bargaining unit member because of his/her
1215 sick leave and other paid time off has been exhausted.

1216 11.14.1.2 "Eligible leave credits" means sick leave accrued to the
1217 donating bargaining unit member.

1218 11.14.1.3 "Family members" shall be as defined in this Article for
1219 bereavement leave.

1220 11.14.2 **Eligibility**

1221 Eligible leave credits may be donated to a bargaining unit member for
1222 a catastrophic illness or injury if all of the following requirements are
1223 met:

1224 11.14.2.1 The bargaining unit member who is, or whose family
1225 member is suffering from a catastrophic illness or injury
1226 requires that eligible leave credits be donated and provides
1227 verification of catastrophic injury or illness as required by
1228 the District.

1229 11.14.2.2 The District determines that the bargaining unit member is
1230 unable to work due to the bargaining unit member's, or his
1231 or her family member's, catastrophic illness or injury.

1232 11.14.2.3 The unit member requesting donations of sick leave has
1233 exhausted all accrued paid leave credits, including
1234 differential leave.

1235 11.14.2.4 Days of pay granted as a benefit under this section, shall
1236 not be considered as leave that must be exhausted prior to
1237 being placed on the 39-month re-employment list. A unit

1238 member may be on the re-employment list and still receive
1239 days of pay donated under this Section.

1240 11.14.3 **Procedure**

1241 11.14.3.1 A bargaining unit member who wishes to receive the
1242 catastrophic illness benefit must request in writing to the
1243 Association and District that sick leave donations be
1244 solicited on his or her behalf. The request must be
1245 accompanied by a verification of the catastrophic injury or
1246 illness.

1247 11.14.3.2 Donations will be solicited by a joint announcement of the
1248 Association and District on behalf of a specifically named
1249 individual who meets the requirements for this benefit.

1250 11.14.3.3 Sick leave may be donated in one-hour increments.

1251 11.14.3.4 The maximum amount of time that donated leave credits
1252 may be used by the recipient bargaining unit member shall
1253 not exceed twelve (12) consecutive months.

1254 11.14.3.5 All transfers of eligible leave credits shall be irrevocable.
1255 However, if the leave is not used within twelve (12) months
1256 of donation, it will revert to the donor.

1257 11.14.3.6 A bargaining unit member who received paid leave
1258 pursuant to this Section shall use any leave credits that
1259 he/she continues to accrue on a monthly basis prior to
1260 receiving paid leave pursuant to this catastrophic illness
1261 benefit.

1262 11.14.3.7 Donated leave credits shall be used in the order donations
1263 are received. However, one day of leave will be used from
1264 each donor before a second day is utilized from any other
1265 donor. This sequential process will be repeated for all
1266 donation rounds thereafter.

1267 11.14.3.8 Donated eligible credits shall be utilized on a one to one
1268 ratio (1:1). The recipient shall be paid at his/her regular
1269 rate of pay.

1270 11.14.3.9 The District may adopt rules and regulations for the
1271 administration of this benefit as long as the regulations do
1272 not conflict with the specific provisions of the collective
1273 bargaining agreement. Such rules and regulations will be
1274 submitted to the Association for review prior to
1275 implementation.

1276 **ARTICLE 12: PAYROLL ERROR**

1277 12.1 A payroll error caused by the District resulting in insufficient payment to an
1278 employee shall be corrected and a supplemental check issued not later than five
1279 (5) working days after the employee provides notice to the Payroll Department. A
1280 payroll error caused by the employee, resulting in insufficient payment to the
1281 employee, shall be corrected in the next pay period.

1282 12.2 In the event an employee receives an overpayment, the employee shall be given
1283 the option to repay the District in the next pay period or on a reasonable
1284 repayment schedule established by the District.

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ARTICLE 13: UNIFORMS AND EQUIPMENT

1286

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

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

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1295 **ARTICLE 14: PHYSICAL EXAMS**

1296 The District shall retain the right to require a physical examination of an employee as a
1297 condition of continued employment. The District shall pay all costs of such examination,
1298 including the employee's regular salary in the event the examination is scheduled by the
1299 District during the employee's scheduled work hours. In addition, full-time employees
1300 may have required tuberculosis examinations performed during regular work hours
1301 subject to prior approval of the employee's immediate supervisor.

1302 **ARTICLE 15: VACATION**

1303 15.1 **Vacation Accrual**

1304 Every regular unit member shall earn vacation at the prescribed rate as part of the
1305 unit member's compensation. Unit members shall earn vacation according to the
1306 number of assigned work days per year (excluding holidays and vacation) as
1307 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

1308 15.2 **Posting of Vacation Leave**

1309 Employees earn vacation on a fiscal-year basis. At the beginning of each fiscal
1310 year, the employee's pay warrant shall reflect the carryover of paid vacation hours
1311 plus the vacation hours normally earned in the ensuing fiscal year. Employees
1312 hired during the fiscal year shall earn vacation on a prorated basis for that initial
1313 fiscal year.

1314 15.3 **Vacation Leave During Probationary Period**

1315 No vacation shall be granted an employee during the first six (6) months of
1316 employment, but on successful completion thereof, prorated vacation time shall
1317 be allowed for time of service accrued.

1318 15.4 **Vacation Carryover**

1319 15.4.1 Earned vacation accumulated on a fiscal year basis must be taken
1320 during the following fiscal year. Employees may be permitted to take
1321 earned vacation leave within the same fiscal year in which it is earned
1322 with the approval of the department head, principal, or administrator.

1323 15.4.2 A department head, principal or administrator may not defer an
1324 employee's vacation without obtaining the approval of the
1325 Superintendent or his/her designee in writing.

1326 15.5 **Vacation Interruption**

1327 Employees may interrupt, terminate, or defer vacation in order to use
1328 bereavement leave or to use sick leave in the event of an illness which exceeds
1329 five (5) work days without a return to active service, provided the employee first
1330 notifies their supervisor and supplies the Personnel Department with sufficient
1331 relative supporting information regarding the basis for such interruption,

1332 termination, or deferment. Any vacation so deferred shall only be rescheduled
1333 with the approval of the employee's immediate supervisor.

1334 15.6 **Vacation Scheduling**

1335 15.6.1 Vacation leave shall be scheduled and approved by the department
1336 head, principal, or administrator. Effort shall be made to enable
1337 vacation time to be taken at times mutually convenient to the
1338 employee, consistent with the needs of the service and the workload of
1339 the department.

1340 15.6.2 Vacation for unit members who work less than twelve (12) months per
1341 year must be taken during their work year when students are not
1342 scheduled for attendance. At the end of the work year, any vacation
1343 days remaining that could not be scheduled during the work year, will
1344 be paid on the June payroll warrant. The amount paid will be the
1345 balance of any day(s) in excess of one fiscal year carryover.

1346 15.6.3 In exceptional circumstances, a unit member may request, and the
1347 District may approve, a temporary change in schedule to allow the unit
1348 member to take time off when the unit member is ineligible for
1349 vacation leave or has no accrued and available vacation leave. In
1350 determining whether or not to grant the temporary schedule change
1351 pursuant to this subsection, the District shall consider student and
1352 District service needs and the workload of the department.

1353 15.6.4 A holiday which falls during the scheduled vacation period of any
1354 bargaining unit employee shall be paid as a holiday and shall not be
1355 charged to the employee's vacation account.

1356 15.7 **Vacation Salary**

1357 The salary at which vacation is paid shall be the employee's current salary rate.
1358 An employee whose vacation time is earned and begun under a given status shall
1359 suffer no loss of earned vacation by reason of subsequent changes in conditions of
1360 employment.

1361 15.8 **Effect of Change of Status on Vacation Leave**

1362 The salary at which vacation is paid shall be the employee's current salary rate.
1363 An employee whose vacation time is earned and begun under a given status shall
1364 suffer no loss of earned vacation by reason of subsequent changes in conditions of
1365 employment.

1366 15.9 **Vacation Pay Upon Termination**

1367 When an employee in the bargaining unit is terminated for any reason, he/she
1368 shall be entitled to all vacation pay earned and accumulated up to and including
1369 the effective date of termination.

1370 **ARTICLE 16: HOURS**

1371 16.1 **Work Day and Work Week**

1372 16.1.1 The normal work day shall be eight (8) hours; the normal work week
1373 shall consist of not more than five (5) consecutive days, Monday
1374 through Friday, for current employees.

1375 16.1.2 The District will consult with CSEA prior to making any permanent
1376 changes greater than two (2) hours.

1377 16.1.3. In the event the change in work week results in an employee being
1378 scheduled to work Saturday and/or Sunday for a period of two (2)
1379 months or longer, such employee shall receive one (1) additional day
1380 of vacation in lieu of premium pay on an annual basis for as long as
1381 the employee is assigned to the altered work week schedule.

1382 16.1.4 The District shall provide the Union and unit members at least 30 days
1383 advance notice if the District decides to schedule four (4) ten, (10)
1384 hour work days during periods when school is not in session. Each
1385 affected employee and his/her immediate supervisor by mutual
1386 agreement will develop the unit member's particular work schedule for
1387 each four (4), ten (10) hour work day period. Employees who do not
1388 mutually agree to work four (4), ten (10) hour days will be allowed to
1389 use accrued vacation time.

1390 16.1.5 Nothing in Section 16.1 shall prohibit the District from establishing a
1391 work week of other than Monday through Friday for vacant or newly
1392 created positions. In such cases, the provisions contained in Section
1393 16.1 do not apply with regard to notice or the extra day of vacation.

1394 16.2 **Overtime**

1395 16.2.1 **Overtime Defined**

1396 16.2.1.1 Overtime shall be paid only if it is approved by the
1397 supervisor, unless the supervisor knowingly permitted or
1398 suffered the employee to work. Authorized overtime shall
1399 be compensated for at the rate of one and one-half times the
1400 employee's regular rate for all hours worked in excess of
1401 eight (8) hours per day or forty (40) hours per week.

1402 16.2.1.2 Employees whose workday is four (4) hours or more shall
1403 be compensated at the overtime rate for work performed on
1404 the sixth and seventh consecutive day of work.

1405 16.2.1.3 An employee having an average workday of less than four
1406 (4) hours during a work week shall be compensated at the

- 1407 overtime rate for any work performed on the seventh
1408 consecutive day.
- 1409 16.2.1.4 For those working a 4-day/10 hour schedule, overtime shall
1410 be paid for all hours worked in excess of the required work
1411 day, which shall not exceed 10 hours. Work performed on
1412 the fifth, sixth and seventh days shall be compensated at the
1413 rate of one and one-half times the employee's regular rate.
- 1414 16.2.2 Overtime and additional time (straight time for part-time employees)
1415 will be offered to employees on a fair and equitable basis. When
1416 overtime or additional time is offered to unit employees, it shall be on
1417 a rotating seniority basis within the appropriate classification with the
1418 department/site from a list of qualified volunteers. If no unit member
1419 volunteers, the supervisor may assign the overtime in reverse order of
1420 seniority. However, nothing herein shall be construed as limiting a
1421 supervisor from assigning overtime to employees because of unique
1422 skills or residency are required in any particular circumstance.
- 1423 16.2.3 For the purpose of computing the number of hours worked, all time
1424 during which an employee is excused from work because of holidays,
1425 sick leave, vacation, compensatory time off, or other paid leave of
1426 absence shall be considered as time worked. This time shall be
1427 computed to the nearest one-quarter (1/4) hour.
- 1428 16.3 **Compensatory Time Off**
- 1429 16.3.1 Compensatory time off in lieu of cash compensation may be granted
1430 by the supervisor only if it is authorized in writing before the overtime
1431 work is done. No more than two hundred forty (240) hours of
1432 compensatory time may be granted in one year for any employee.
- 1433 16.3.2 Compensatory time shall be taken June 30 of the fiscal year in which
1434 the compensatory time was earned, otherwise, any unused time as of
1435 that date, will automatically be paid in cash compensation. The taking
1436 of compensatory time shall be scheduled with the supervisor in a
1437 manner not to impair the District's services.
- 1438 16.4 **Overtime for Scheduled Holiday**
- 1439 Unit members who are required to work on a scheduled holiday as specified in
1440 Article 19 shall be compensated at the rate of time and one-half the employee's
1441 regular rate, in addition to the regular pay received for that holiday.

1442 16.5 **Temporary Increase in Scheduled Hours**

1443 16.5.1 **Part-time Employees Adjustment for Pro-ration of Benefits**

1444 A part-time employee who works a minimum of thirty (30) minutes
1445 per day in excess of the part-time assignment for a period of twenty
1446 (20) consecutive working days, or more, shall have the employee's
1447 basic assignment changed to reflect the longer hours in order to
1448 acquire fringe benefits and leaves on a properly prorated basis as
1449 specified by the Education Code.

1450 16.5.2 **Temporary Adjustment of Hours**

1451 16.5.2.1 After the regular hours of a part-time position have been
1452 designated for the work year, the District may temporarily
1453 increase the hours of a part-time position by no more than
1454 two hours for more than twenty (20) working days without
1455 having to utilize the posting/vacancy provisions of Article
1456 10 of this Agreement.

1457 16.5.2.2 This two-hour or less change will be considered temporary,
1458 and will not last beyond the end of the employee's work
1459 year. If the change in assignment continues past June 30 of
1460 the year in which it was instituted, the change will be
1461 considered permanent. In such cases, the District will
1462 institute the appropriate posting/vacancy procedure.

1463 16.5.2.3 When the hours are increased temporarily, the employee
1464 may earn compensatory time at straight time in lieu of cash
1465 compensation. The earning and scheduling of this
1466 compensatory time will be according to Section 16.3, and
1467 will be authorized only with the written approval of the
1468 supervisor.

1469 16.5.2.4 The Association will be notified of any increases and the
1470 reason for the change instituted under this Section.

1471 16.5.3 **Permanent Adjustment of Regular Hours**

1472 Any increase in the regular hours of a part-time position, or any
1473 increase beyond the two hours on a temporary basis, shall be posted
1474 and filled according to the provisions of Article 10 of this Agreement

1475 16.6 **Shift Differential**

1476 16.6.1 A full-time employee shall receive a five percent (5%) shift
1477 differential above the regular rate of pay for all hours worked after
1478 3:00 p.m., provided that such employee's regular work shift schedule
1479 consists of at least five (5) hours per day after 3:00 p.m. Part-time

1480 employees, whose regular work shift is entirely scheduled after 3:00
1481 p.m., shall receive a five percent (5%) shift differential above the
1482 regular rate of pay.

1483 16.6.2 Payment of overtime for hours worked under shift differential shall be
1484 computed at one and one-half (1½) times the base rate, not the
1485 differential rate.

1486 **ARTICLE 17: LUNCH PERIOD, REST PERIODS, CALL**
1487 **BACK/CALL IN**

1488 17.1 **Lunch Periods**

1489 Employees scheduled to a work day in of five (5) or more hours shall be entitled
1490 to a duty free lunch period of not less than one-half (1/2) hour nor more than one
1491 (1) hour. The specific time for lunch shall be determined by the employee's
1492 immediate supervisor. When schedule permits, such lunch period should be
1493 arranged for approximately mid-shift. Such lunch period does not count toward
1494 the scheduled hours to be worked and shall be unpaid.

1495 17.2 **Rest Periods**

1496 17.2.1 Employees who work from four (4) to eight (8) hours shall be allowed
1497 rest periods to be scheduled by the employee's immediate supervisor
1498 as follows:

1499 17.2.1.1 Employees who work at least four (4), but less than six (6)
1500 hours per day shall be allowed one (1) fifteen (15) minute
1501 rest period;

1502 17.2.1.2 Employees who work at least six (6), but less than seven
1503 (7) hours per day shall be allowed one (1) fifteen (15)
1504 minute rest period, and one (1) ten (10) minute rest period;
1505 and;

1506 17.2.1.3 Employees who work seven (7) to eight (8) hours per day
1507 shall be allowed two (2) fifteen (15) minute rest periods per
1508 day.

1509 17.2.2 Rest periods shall be scheduled by the employee's immediate
1510 supervisor. Employees may not combine rest periods or lunch and rest
1511 periods, and cannot take lunch or rest periods at the end of the work
1512 day.

1513 17.2.3 Rest period are a part of the regular workday and shall be compensated
1514 at the regular rate of pay for the employee.

1515 17.3 **Call Back/Call In**

1516 The District shall attempt to apply the provisions of this Section to employees
1517 who volunteer to be subject to call back or call in. In the event of an emergency,
1518 employees who have not agreed to volunteer may be obligated to report to work
1519 pursuant to these provisions.

1520 17.3.1 **Call Back Pay**

1521 A full-time employee called back to work after completion of the
1522 employee's regular assignment shall be compensated for a minimum
1523 of two (2) hours of work at the overtime rate. Part-time employees
1524 called back to work after completion of the employee's regular
1525 assignment shall be compensated for a minimum of two (2) hours of
1526 work at that rate.

1527 17.3.2 **Call-In Time**

1528 Any employee called in to work on a day when the employee is not
1529 scheduled to work shall receive a minimum of two (2) hours pay at the
1530 employee's appropriate rate of pay. Any employee who reports to
1531 work in a condition which makes the employee unfit to perform the
1532 assigned duties shall not be entitled to Call-In Time Pay.

1533 **ARTICLE 18: SUMMER EMPLOYMENT**

1534 18.1 **Notification**

1535 CSEA shall be notified when the Governing Board authorizes Summer School.

1536 18.2 **Summer School Representation**

1537 Unit member shall be represented on the District's Summer School Planning
1538 Committee. Recommendations of this committee, as they affect changes in
1539 working conditions of unit members, shall be negotiated between CSEA and the
1540 District.

1541 18.3 **Applicants**

1542 18.3.1 The provisions of Article 10 do not apply to filling Summer School
1543 positions.

1544 18.3.2 Applicants from within the classification will be selected before
1545 applicants outside the classification. Qualified unit members will be
1546 given preference in hiring over non-employee applicants. Such
1547 employees shall be assigned by the District upon recommendation by
1548 the Summer School principal.. Employees who are selected must have
1549 the specific qualifications and skills necessary to satisfy the posted
1550 Summer School job description.

1551 18.3.3 Applications that are submitted after the closing date of the posting
1552 will be held until all applicants who applied on time have been
1553 considered.

1554 18.4 **Compensation and Benefits**

1555 A unit member selected shall receive the compensation and benefits, which are
1556 applicable to that classification, even if the unit member holds a lesser position
1557 with the District during the school year. A unit member working in a higher
1558 classification for Summer School shall be placed on the appropriate range and
1559 step that provides no less than a five percent (5%) increase, plus longevity.

1560 18.5 **Accrued Vacation**

1561 When employees hired for Summer School do not use their accrued vacation day,
1562 it will be paid off at the appropriate rate at the end of Summer School.

1563 **ARTICLE 19: HOLIDAYS AND WORK CALENDAR**

1564 19.1 **Holidays**

1565 19.1.1 Classified employees shall be entitled to be paid holidays as follows:

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

1566 19.1.2 When a legal holiday listed above falls on a Sunday, the following
 1567 Monday shall be deemed a holiday. When a legal holiday listed above
 1568 falls on a Saturday, the preceding Friday shall be deemed a holiday.

1569 19.1.3 The Board of Trustees may require classified employees to work (at
 1570 the regular rate of pay) on February 12, the third Monday in February,
 1571 the last Monday in May, or September 9, provided: (1) the action is
 1572 taken prior to July 1 of any year, and (2) that an alternate day within
 1573 the school year is given as the holiday. The day selected as the
 1574 alternate day must provide a three-day weekend and it must be
 1575 selected when employees entitled to the original holiday are also
 1576 entitled to the alternate holiday. If an employee is required to work on
 1577 that day with no alternate day designated, he/she shall, in addition to
 1578 regular pay, be paid time and one-half.

1579 19.2 **District Calendar Representation**

1580 CSEA will participate in the District joint process for development of the District
 1581 calendar to ensure that the work calendars of all bargaining units are consistent
 1582 and meet student and related District service needs. If the joint process does not
 1583 result in an agreed upon calendar specifying holidays, non-work-days, and
 1584 potential work days for all CSEA unit members, the District shall determine these
 1585 matters, and CSEA reserves the right to negotiate regarding any mandatory

1586 subjects of bargaining by submitting a written demand to bargain regarding the
1587 issue.

1588 19.3 **Unit Member Work Schedules**

1589 Less than twelve-month unit members' work schedules shall be approved by the
1590 site administrator or immediate supervisor and be consistent with the District
1591 work year calendar. The work year for persons employed in classifications
1592 designated as less than twelve-month positions are listed in Appendix B. Site
1593 administrators or immediate supervisors shall consult with the unit member
1594 regarding the unit member's schedule, and develop a written work schedule for
1595 each unit member no later than June 1 each year for the following fiscal year. For
1596 the 2011-2012 year, work schedules will be developed no later than October 3,
1597 2011.

1598 19.3.1 If a change in the work schedule is needed for a class or classes of unit
1599 members during the year, the District shall provide CSEA with at least
1600 thirty (30) days notice of the proposed change in the work schedule for
1601 the unit members. The change must be consistent with the District
1602 calendar.

1603 19.3.2 If the site administrator or immediate supervisor proposes a change in
1604 the work schedule for an individual unit member(s) during the year,
1605 the site administrator/immediate supervisor shall inform the unit
1606 member of the proposed change as soon as reasonably possible after
1607 the need for the change is identified. The change to the unit member's
1608 schedule shall be consistent with the District calendar.

1609 19.3.3 If a unit member seeks a change in schedule, the unit member shall
1610 make the request to his/her immediate supervisor as soon as
1611 reasonably possible after the need for the change is identified. The
1612 immediate supervisor shall approve or deny the request within 30
1613 days. Any change to the unit member's schedule approved by the
1614 supervisor shall be consistent with the District calendar.

1615 19.3.4 Employees whose work year for their classification is extended
1616 beyond the regular work year shall be compensated at a current salary
1617 per diem rate and at a prorata amount in lieu of vacation and sick leave
1618 for each additional day served. Any reduction in the work year shall
1619 result in salary reduction of one per diem rate for each day of
1620 reduction.

1621 19.3.5 A current salary per diem is determined by dividing the monthly rate
1622 as reflected on the salary schedule by 21.74 days.

1623 **ARTICLE 20: SAFETY**

1624 20.1 **Work Stations**

1625 Every effort shall be made to maintain healthful and safe conditions at all work
1626 stations. Unit members shall not be required to work under unsafe conditions or
1627 to perform tasks, which endanger their health, safety, or well being.

1628 20.1.1 It shall be the responsibility of unit members to report unsafe,
1629 hazardous or unsanitary conditions as soon as possible to their
1630 Supervisor. Supervisor will notify the unit member of the action
1631 he/she has taken regarding the report within five (5) days.

1632 20.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon
1633 as possible. To ensure safe working conditions additional
1634 accommodations will be provided pending correction of the problem.

1635 20.1.3 When purchasing new furniture and equipment, ergonomic needs or
1636 employees will be considered.

1637 20.2 **Emergency Preparedness**

1638 The District will make first aid and CPR training available to all unit members on
1639 an annual basis.

1640 **ARTICLE 21: BARGAINING UNIT WORK**

1641 21.1 **Contract for Service**

1642 Notice that the District intends to award a contract for services which directly
1643 affects the bargaining unit member's work assignment shall be given to CSEA
1644 prior to the contract being awarded. For the purpose of this Section, receipt of the
1645 Board agenda listing the contract to be awarded shall be deemed sufficient notice.

1646 21.2 **Rights Under EERA**

1647 This provision does not constitute a waiver of CSEA's right to negotiate
1648 mandatory subjects under EERA.

1649 21.3 **Transfer of Unit Work**

1650 The District will not transfer unit work, as defined under the provisions of the
1651 EERA, without first providing CSEA with notice and opportunity to negotiate.
1652 This includes the transfer of work to supervisors, to the certificated bargaining
1653 unit, to confidential or management, or to another employer, and under certain
1654 circumstances to non-employee volunteers. The District will provide training for
1655 management personnel regarding their obligation to provide notice and
1656 opportunity to negotiate before transferring unit work.

1657 **ARTICLE 22: LAYOFFS**

1658 22.1 **Decision to Layoff**

1659 22.1.1 A decision to lay off classified employees is solely within the
1660 discretion of the Board of Trustees. A layoff may involve a reduction
1661 of an entire position or a portion of a position.

1662 22.1.2 This Agreement on layoff procedures does not waive the Association's
1663 right to negotiate over the impact or the effects of a particular layoff or
1664 reduction in hours, nor does it waive the Association's right to
1665 negotiate the District's decision to reduce the regularly assigned hours.

1666 22.2 **Notice to Employees**

1667 22.2.1 Notice of layoff will be given to CSEA and the employee affected at
1668 least 45 days prior to the effective date of layoff, which will be
1669 specified in notice, except for specifically funded programs, where the
1670 notice shall be given by April 29 for program funded on the fiscal
1671 year. This notice requirement will not apply in cases of emergency or
1672 unforeseen events.

1673 22.2.2 The notice shall contain:

1674 22.2.2.1 Effective date of layoff;

1675 22.2.2.2 Statement of employee's layoff rights, if any, pursuant to
1676 Section 22.4 below, and the Education Code;

1677 22.2.2.3 Statement of re-employment rights pursuant to Section 22.5
1678 and Education Code below; and

1679 22.2.2.4 Reason for layoff.

1680 22.3 **Order of Layoff**

1681 22.3.1 Whenever a classified employee is laid off, the order of layoff within
1682 the classification shall be determined by length of service in the
1683 classification. The employee, who has been employed the shortest
1684 time in the classification plus time in equal and higher classes, shall be
1685 laid off first. For the purposes of this Section only, "classification"
1686 shall be those classifications listed in Appendix B. Re-employment
1687 shall be in reverse order of layoff.

1688 22.3.2 Any short term employee, whose term of services does not exceed 45
1689 days at the time of the layoff, must be terminated before the District
1690 lays off any classified employee who is qualified to render the service
1691 provided by the short term employee.

1692 22.3.3 **Definition of Length of Service Seniority**

1693 22.3.3.1 For the purposes of this Section, “length of service” means
1694 first date of paid service in a regular classification, or a
1695 higher or equal classification, as a permanent or
1696 probationary employee. Service as a substitute or short
1697 term employee shall not count as first date of paid service.

1698 22.3.3.2 When the first date of paid service is the same, seniority
1699 shall be determined by the total service in the District. If
1700 that total service is the same, then seniority shall be
1701 determined by lot.

1702 22.3.3.3 An employee shall have their date of hire adjusted
1703 whenever there is a break in service. A break in service for
1704 purposes of this Article shall mean: (a) any resignation or
1705 retirement; or (b) any unpaid status without leave.

1706 22.4 **Displacement Rights**

1707 A permanent employee laid off from his/her present classification may (1) fill an
1708 open position in that classification, or (2) if no open position exists, may displace
1709 the employee with least seniority in that classification, having the same or higher
1710 number of hours nearest to the hours of the senior employee, or (3) may displace
1711 the least senior employee with the same or higher number of hours nearest to the
1712 hours of the senior employee in the next lower classification or equal
1713 classification in which the first employee has previously gained permanence. A
1714 senior employee may not use the displacement process to increase that
1715 employee’s regularly assigned hours by more than two hours per day.

1716 22.4.1 Displacement rights must be exercised within five (5) working days of
1717 notice of layoff. The District and Association will conduct a joint
1718 meeting before the end of this period with the employees affected by
1719 the layoff in order to explain displacement rights.

1720 22.4.2 **Service in More than One Position**

1721 Employees will be provided with the opportunity to serve in two or
1722 more positions as long as the schedules of those positions are
1723 compatible. The combined hours of these positions will determine the
1724 employee’s right to pro-ration of benefits under Section 8.9 of this
1725 Agreement. However, for purposes of layoff and displacement rights,
1726 the employee serving in two or more positions can only assert the right
1727 to each position as if held separately, and cannot combine the total
1728 hours of the separate positions for asserting displacement rights.

1729 22.4.3 If a classified employee scheduled for layoff is qualified to render the
1730 service provided by a short term employee with a term exceeding 45

1731 days, the classified employee will be placed in the short term position
1732 for its duration prior to being laid off.

1733 22.5 **Re-employment Rights**

1734 22.5.1 Persons laid off are eligible for re-employment in the class from which
1735 they were laid off for a period of 39 months and shall be re-employed
1736 in preference to new applicants.

1737 22.5.2 Employees who take voluntary demotions or voluntary reductions in
1738 assigned time in lieu of layoff shall be granted the same rights as
1739 persons laid off and shall retain eligibility to be considered for re-
1740 employment for an additional period of up to 24 months; provided that
1741 the same tests of fitness under which they qualified for appointment to
1742 the class shall still apply.

1743 22.5.3 If the District re-employs a unit member as a permanent employee
1744 under the provisions of this Section, it shall disregard the break in
1745 service of the employee and classify him/her as, and restore him/her to
1746 all the rights, benefits and burdens of a permanent employee in the
1747 class to which he/she is reinstated or re-employed.

1748 22.6 **Notification of Re-employment Opening**

1749 22.6.1 Any employee who is laid off and is subsequently eligible for re-
1750 employment shall be notified in writing by the District of an opening
1751 in the same or related class held at the time of layoff. Such notice
1752 shall be sent by certified mail to the last address given the District by
1753 the employee. A copy of the notice shall be given to CSEA. It shall
1754 be the responsibility of the employee to promptly notify the District of
1755 any change of address. Failure to provide the District with a current
1756 address shall result in the employee's name being eliminated from
1757 consideration for the open position and shall constitute an "offer" of
1758 employment under Section 22.6.2. The employee shall become re-
1759 eligible for future open positions, provided the employee notifies the
1760 District of the employee's current address.

1761 22.6.2 An employee shall notify the District of his/her intent to accept or
1762 refuse employment within five (5) working days following receipt of
1763 the re-employment notice. If the employee accepts re-employment,
1764 the employee shall not be required to report for work any sooner than
1765 ten (10) working days following receipt of the re-employment notice.
1766 Failure to notify the District within the time limits given or refusal to
1767 accept the offered position, shall free the District to eliminate the
1768 former employee from consideration for the opening. The former
1769 employee shall be removed from the re-employment list after three (3)
1770 bona fide offers are made for a position in a previously held

1771 classification that is within two (2) hours per day of the last position
1772 held by the former employee.

1773 22.7 **Seniority List**

1774 The District shall maintain and update a Classified Seniority List on a monthly
1775 basis. Each CSEA site shall receive a copy of the updated list by April 1 of each
1776 year. In addition, the CSEA President, or designee, shall receive an updated list
1777 on the first working day of each month.

1778 **ARTICLE 23: DISCIPLINE**

1779 23.1 **Definition of Probationary Period and Permanent Status**

1780 23.1.1 During the probationary period, any employee in the classified service
1781 shall be subject to disciplinary action, including termination. The
1782 employee shall not have a right to a hearing regarding any disciplinary
1783 action taken during the probationary period.

1784 23.1.2 Upon satisfactory completion of the probationary period, a member of
1785 the classified service is designated as a permanent employee who shall
1786 be subject to disciplinary action only for cause as prescribed in this
1787 policy.

1788 23.2 **Cause for Discipline**

1789 23.2.1 A permanent classified employee shall be subject to disciplinary action
1790 for cause, including suspension, demotion, and dismissal. Cause for
1791 discipline shall include, but is not limited, to the following:

1792 23.2.1.1 Incompetence or inefficiency.

1793 23.2.1.2 Absence and/or repeated tardiness without authorization or
1794 sufficient reason.

1795 23.2.1.3 Abuse or misuse of sick leave or any other authorized
1796 leave.

1797 23.2.1.4 Being under the influence of alcohol or controlled
1798 substances without authorization while on duty or using or
1799 possessing alcohol or controlled substances without
1800 authorization while on duty. "Controlled substance" means
1801 any narcotic drug, hallucinogenic drug, amphetamine,
1802 barbiturate, marijuana or any other controlled substance
1803 defined in state or federal law. A determination of whether
1804 an employee is under the influence of alcohol or controlled
1805 substances will be based on specific contemporaneous,
1806 articulable, observations concerning the employee's
1807 appearance, behavior, speech, or body odors and may
1808 include indications of the chronic and withdrawal effect of
1809 controlled substances.

1810 23.2.1.5 Insubordination or discourteous treatment toward superiors
1811 or other employees.

1812 23.2.1.6 Dishonesty.

1813 23.2.1.7 Unlawful discrimination, including harassment, on the
1814 basis of race, religious creed, color, national origin,

- 1815 ancestry, disability, marital status, sex, sexual orientation,
1816 or age against members of the public or other employees
1817 while acting in the capacity of an employee.
- 1818 23.2.1.8 Unlawful retaliation against any other District officer or
1819 employee or member of the public who, in good faith,
1820 reports, discloses, divulges, or otherwise brings to the
1821 attention of any appropriate authority any information
1822 relative to actual or suspected violation of any law of this
1823 state or the United States occurring on the job or directly
1824 related hereto.
- 1825 23.2.1.9 Conviction of a felony, any crime involving moral
1826 turpitude, or any crime bringing discredit upon the District
- 1827 23.2.1.10 Immoral conduct.
- 1828 23.2.1.11 Evident unfitness for service.
- 1829 23.2.1.12 Physical or mental conditions rendering him/her unfit for
1830 service.
- 1831 23.2.1.13 Violation of or refusal to obey the laws of the state or rules,
1832 regulations and policies of the District.
- 1833 23.2.1.14 Discourteous treatment of members of the public, students
1834 or other employees while on duty.
- 1835 23.2.1.15 Conduct in violation of Section 1028 of the Government
1836 Code involving advocacy or membership in the Communist
1837 Party.
- 1838 23.2.1.16 Any conduct contrary to the welfare of the schools or the
1839 students.
- 1840 23.2.1.17 Failure to perform adequately requirements of the position
1841 held.
- 1842 23.2.1.18 Failure to work with others, to the detriment of the District.
- 1843 23.2.1.19 For employees who are required to drive a vehicle in the
1844 regular course of their employment:
- 1845 23.2.1.19.1 Loss of his/her driver's license; or
- 1846 23.2.1.19.2 Any restriction or limitations on the
1847 employee's driver's license or ability to
1848 drive ordered by the Department of Motor
1849 Vehicles or any other lawful authority; or

- 1850 failure to maintain a good personal or
1851 business driving record; or
- 1852 23.2.1.19.3 Failure to satisfy the insurability
1853 requirements of the District's insurance
1854 carrier under the District's regular insurance
1855 policies. The District's ability to obtain
1856 insurance for the employee under a high risk
1857 or any policy other than the regular
1858 insurance policies does not mitigate this
1859 failure.
- 1860 23.2.1.20 Neglect of duty.
- 1861 23.2.1.21 Material and intentional misrepresentation or concealment
1862 of any fact in connection with obtaining employment.
- 1863 23.2.1.22 Falsifying any information submitted to the District
- 1864 23.2.1.23 Willful damage to District property, waste of District
1865 supplies or equipment, or excessive carelessness with
1866 District property or funds.
- 1867 23.2.1.24 Misappropriation of District funds or property.
- 1868 23.2.1.25 Failure to obtain, possess or keep in effect any license,
1869 certificate or other similar requirement specified in the law
1870 or the employee's class specification or otherwise
1871 necessary for the employee to perform the duties of the
1872 position.
- 1873 23.3 **Progressive Discipline**
- 1874 The following progressive discipline procedure shall be applied in disciplinary
1875 actions, which are generally subject to remediation:
- 1876 23.3.1 **Verbal Counseling/Warning**
- 1877 Verbal counseling/warning may result in a post-conference summary
1878 memorandum. Any written memorandum shall be placed in the unit
1879 member's personnel file. The memorandum shall be clearly labeled,
1880 limited to a statement that the meeting took place and the topic
1881 discussed. The unit member has the right to write a response and that
1882 response shall be attached to the memorandum.
- 1883 23.3.2 **Written Reprimand**
- 1884 Written reprimands usually shall not be used unless the unit member
1885 has been verbally warned about similar actions within the last three (3)

1886 preceding years. The unit member shall sign the reprimand to
1887 acknowledge receipt and a copy shall be placed in the unit member's
1888 personnel file. The unit member has the right to write a response and
1889 that response shall be attached to the reprimand and retained in the
1890 personnel file.

1891 23.3.3 **Suspension Without Pay For Repeated Offenses**

1892 Suspension usually shall not be used unless the unit member has
1893 received a written reprimand about similar actions.

1894 23.3.4 **Demotion or Dismissal**

1895 Demotion or dismissal will be used when an employee's conduct does
1896 not meet District standards after other progressive discipline
1897 procedures have been utilized. However, the District may demote or
1898 dismiss an employee without first suspending the employee for similar
1899 conduct.

1900 23.4 **Discipline Without Progression**

1901 Nothing in this provision shall prohibit the District from disciplining a unit
1902 member for just cause, up to and including termination in instances where the
1903 District determines that remediation is inappropriate.

1904 23.5 **Procedure for Discipline**

1905 23.5.1 **Preliminary Written Notice**

1906 23.5.1.1 A permanent classified employee shall receive a
1907 preliminary written notice of the proposed discipline. The
1908 written notice must contain a specific statement of charges
1909 or grounds upon which the proposed disciplinary action is
1910 based and the date the proposed disciplinary action will be
1911 effective.

1912 23.5.1.2 Any known written materials, reports or documentation
1913 upon which the proposed disciplinary action is based must
1914 be attached to the preliminary written notice.

1915 23.5.1.3 The classified employee shall have the right to respond
1916 either orally or in writing within ten (10) calendar days to
1917 the Superintendent or his/her designee. The purpose of the
1918 meeting shall be to permit the employee to respond to
1919 charges against him/her, to offer information regarding the
1920 proposed discipline and to examine the materials, if any, on
1921 which the proposed action is based.

1922 23.5.1.4 The superintendent or designee shall consider the
1923 employee's response and recommend within fifteen (15)
1924 calendar days that the proposed disciplinary action either be
1925 taken or not taken.

1926 23.5.2 **Notice of Intention to Suspend or Demote or Dismiss**

1927 Any permanent classified employee against whom suspension without
1928 pay or demotion or termination action is initiated by the District shall
1929 be given written notice by the Superintendent or his/her designee of
1930 the specific charges against him/her. The notice shall contain a
1931 statement of the employee's rights to a hearing on such charges. The
1932 time within which a hearing may be requested shall not be less than
1933 five (5) calendar days after service of the notice on the employee, and
1934 the notice shall be accompanied by a paper, the signing and filing of
1935 which with the Superintendent or designee shall constitute a demand
1936 for a hearing and a denial of all charges. Failure of the employee to
1937 file a request for hearing within the time specified shall constitute a
1938 waiver of the employee's right to a hearing.

1939 23.5.3 **Employee's Status**

1940 23.5.3.1 **Administrative Leave**

1941 Any permanent classified employee may be placed on
1942 administrative leave from duty with pay pending a
1943 determination of whether or not discipline will be
1944 recommended by the Superintendent.

1945 23.5.3.2 **Suspension**

1946 An employee against whom dismissal is recommendation
1947 shall be suspended without pay from the date of the intent
1948 to dismiss notice until the effective date of his/her
1949 dismissal.

1950 23.5.4 **Sex or Narcotics Offenses: Compulsory Leave**

1951 23.5.4.1 Any classified employee charged with the commission of
1952 any sex offense defined in, but not limited to, Education
1953 Code Section 44010, or with the commission of any
1954 narcotics offense as defined in, but not limited to Education
1955 Code Section 44011, may be placed upon compulsory leave
1956 of absence pending a final disposition of such charges.

1957 23.5.4.2 An employee placed on compulsory leave shall continue to
1958 be paid his or her regular salary during such leave if he or
1959 she furnishes to the District a suitable bond as a guarantee
1960 that the employee will repay the salary paid during the

1961 compulsory leave in case the employee is convicted of such
1962 charges, or fails to return to service following expiration of
1963 the compulsory leave. If the employee does not furnish a
1964 bond and if the employee is acquitted of such offense or
1965 charges dropped, the District shall pay the employee upon
1966 his or her return to service the full amount of salary which
1967 was withheld during the compulsory leave.

1968 23.5.5 **Appeal Procedure for Suspension Without Pay or Demotion or**
1969 **Dismissal Hearing Authority**

1970 23.5.5.1 The hearing will be conducted before an arbitrator selected
1971 from the list provided, in rotational order.

1972 23.5.5.2 **Notice of Hearing**

1973 The arbitrator shall set the matter for hearing and shall give
1974 the employee at least twenty (20) calendar days notice in
1975 writing of the date and place of the hearing. The hearing
1976 and the Board's consideration of the arbitrator's proposed
1977 decision shall be conducted in closed session unless the
1978 employee requests an open hearing in the employee's
1979 written request for a hearing.

1980 23.5.5.3 **Rights of Employee**

1981 The employee shall attend any hearing, unless excused by
1982 the arbitrator, and shall be entitled to:

1983 23.5.5.3.1 be represented by counsel or any other
1984 person at the hearing;

1985 23.5.5.3.2 testify under oath;

1986 23.5.5.3.3 compel the attendance of other employees of
1987 the District to testify in his/her behalf

1988 23.5.5.3.4 cross-examine all witnesses appearing
1989 against him/her and all employees of the
1990 District whose actions are in question or
1991 who have investigated any of the matters
1992 involved in the hearing and whose reports
1993 are offered in evidence before the arbitrator.

1994 23.5.5.3.5 impeach any witness;

1995 23.5.5.3.6 present such evidence as the arbitrator
1996 deems pertinent to the inquiry;

1997	23.5.5.3.7	argue his/her case.
1998 1999	23.5.5.4	The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.
2000	23.5.5.5.	<u>Evidence</u>
2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015		The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
2016	23.5.5.6	<u>Exclusion of Witnesses</u>
2017 2018 2019 2020 2021 2022 2023		The arbitrator may in his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony that may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.
2024	23.5.5.7	<u>Burden of Proof</u>
2025 2026		The burden of proof shall be upon the party attempting to substantiate the charges.
2027	23.5.5.8	<u>Findings and Decision</u>
2028 2029 2030 2031 2032 2033 2034 2035 2036	23.5.5.8.1	Upon completion of the hearing, written Proposed Findings of Fact and Conclusions shall be signed and filed with the Governing Board by the arbitrator, which shall constitute his/her decision. If the Governing Board adopts the arbitrator's findings and conclusions, it need not review the record of the hearing; if it declines to accept the findings and conclusions, it must review the

2037 record or provide for an additional
2038 opportunity to be heard, after which it may
2039 adopt the findings and conclusions made by
2040 the arbitrator, or adopt its own findings and
2041 conclusions.

2042 23.5.5.8.2 Unless the decision provides otherwise, it
2043 shall be effective immediately. Notice of
2044 the decision adopted by the Governing
2045 Board shall be mailed promptly to the
2046 employee or the employee's counsel or
2047 representative. Except for the correction of
2048 clerical error, the decision shall be final and
2049 conclusive.

2050 23.5.5.9 **Report of Hearings**

2051 Hearings may be conducted without a stenographic reporter
2052 or audio tape recording machine unless either party
2053 requests that the hearing be reported or recorded. Both
2054 parties shall share equally the cost or fee for the reporting
2055 or recording.

2056 23.5.5.10 **Transcript of Hearings**

2057 Transcripts of hearings shall be furnished to any person on
2058 payment of the cost of preparing such transcripts. When
2059 transcripts are provided by employees of the District, the
2060 cost shall be determined by the employee in charge of
2061 business affairs of the District. When transcripts are
2062 provided by an independent contractor, the cost will be
2063 established by the independent contractor.

2064 23.5.5.11 **Continuances**

2065 The arbitrator may grant a continuance of any hearing upon
2066 such terms and conditions as he/she may deem proper. The
2067 employee shall remain on unpaid suspension for the period
2068 of any continuance. Any request for continuance made less
2069 than 48 hours prior to the time set for the hearing will be
2070 denied unless good cause is shown for the continuance.

2071 23.5.5.12 **Judicial Review**

2072 Judicial review of the Governing Board's decision is
2073 available pursuant to Code of Civil Procedure, Section
2074 1094.5 only if the petition for writ of mandate is filed
2075 within the time limit specified in Code of Civil Procedure
2076 Section 1094.6.

2077 23.6 **Personnel Files**

2078 23.6.1 The personnel file of each unit member shall be maintained in the
2079 District Personnel Services Department; however, this requirement
2080 shall not prohibit the attachment to disciplinary memoranda materials
2081 not previously placed in the personnel file.

2082 23.6.2 Materials in personnel files of unit members that may serve as basis
2083 for affecting the status of their employment are to be made available
2084 for the inspection of the unit member involved. This material is not to
2085 include ratings, reports, or records that: (1) were obtained prior to the
2086 employment of the person involved, (2) were prepared by identifiable
2087 examination committee members, or (3) were obtained in connection
2088 with promotional examination except numerical score obtained as a
2089 result of a written examination. A unit member shall have the right to
2090 inspect these materials upon request, provided that the request is made
2091 at a time when the person is not actually required to render services to
2092 the employing district.

2093 23.6.3 Information of derogatory nature, except material mentioned in the
2094 Section above shall not be entered or filed unless and until the unit
2095 member is given notice and an opportunity to review and comment
2096 thereon. A unit member shall have the right to enter, and have
2097 attached to any derogatory statement, the unit member's comments
2098 thereon. The review shall take place during normal business hours and
2099 the unit member shall be released from duty without salary reduction
2100 for a sufficient time, not to exceed three hours, to be scheduled by the
2101 Personnel Services Department.

2102 **ARTICLE 24: JOB DESCRIPTIONS, RECLASSIFICATION**
2103 **AND POSITION UPGRADE, SALARY**
2104 **SURVEYS**

2105 24.1 **Reclassification and Position Upgrade**

2106 The purpose of this Section 24.1 is to provide an orderly process for the
2107 facilitation of necessary reclassifications.

2108 24.1.1 **Reclassification Definition**

2109 Reclassification means the redefining of a position or group of
2110 positions to a different job class with a corresponding change in title
2111 and job description to account for permanent changes in technology,
2112 duties, or work that may alter the nature of the job.

2113 24.1.2 **Upgrade/Regrade Definition**

2114 Reclassification is distinguished from an upgrade/regrade in that an
2115 upgrade/regrade constitutes a change in salary without changes in job
2116 title or job description.

2117 24.1.3 **Procedures For Reclassification**

2118 When either party seeks to effect a reclassification, the District/CSEA
2119 shall submit to the other party in writing the following data to support
2120 its proposal:

2121 24.1.3.1 The Class or position to be reclassified.

2122 24.1.3.2 The existing job description and salary placement.

2123 24.1.3.3 The proposed salary placement.

2124 24.1.4 **Reclassification Impact Negotiations**

2125 Whenever the District changes the duties or work that alters the nature
2126 of the job, the District will meet and negotiate with CSEA regarding
2127 the impact of those changes on any mandatory subject of negotiation.

2128 24.2 **Job Descriptions**

2129 All modifications in bargaining unit job descriptions shall be reviewed with
2130 CSEA and shall include the date of Board Approval [This was formerly Section
2131 3.4 of Article 3 (CSEA Rights).

2132 24.3 **Salary Surveys And Data Collection**

2133 The parties will meet annually in preparation for compensation negotiations to
2134 identify their common data collection needs for negotiations. The parties will
2135 work cooperatively to collect and compile information from comparable school
2136 districts regarding compensation provided including, but not limited to salary,
2137 longevity, health and welfare benefits, PERS contributions, and retiree benefits.
2138 The parties shall consider using CSEA's statewide salary survey, and may seek
2139 information from additional sources as well.

2140 **ARTICLE 25: EFFECT OF AGREEMENT**

2141 25.1 It is understood and agreed that the specific provisions contained in the
2142 Agreement shall prevail over District practices and procedures and over state laws
2143 to the extent permitted by state law.

2144 25.2 All side letters or memoranda of understanding shall expire June 30, 2003. In
2145 order for any side letter or memorandum of understanding to be enforceable
2146 thereafter, it must be dated, approved by the Governing Board, have an express
2147 expiration date, and be given a specific number (e.g. CSEA No. 98-1).

2148 **ARTICLE 26: SUPPORT OF AGREEMENT**

2149 The District and CSEA agree that it is to their mutual benefit to encourage the resolution
2150 of differences through the meet and negotiate process. Therefore, it is agreed that the
2151 District and CSEA support this Agreement for its term and will not appear before any
2152 public bodies to seek changes or improvement in any matter subject to the meet and
2153 negotiate process, except by mutual agreement of the District and CSEA.

2154 **ARTICLE 27: COMPLETION OF NEGOTIATIONS AND**
2155 **REOPENERS**

2156 27.1 Except for the reopeners specified in Section 27.2, during the term of this
2157 Agreement, CSEA and the District expressly waive and relinquish the right to
2158 meet and negotiate, and agree that the parties shall not be obligated to meet and
2159 negotiate with respect to any subject or matter whether or not referred to or
2160 covered in this Agreement. The current Board policies that specifically relate to
2161 the negotiable areas delineated in the Educational Employment Relations Act will
2162 remain in full force and effect during the term of the Agreement.

2163 27.2 For the 2012-2013 year the parties agree to reopen Article 8 (Compensation and
2164 Benefits) and up to two additional articles selected by each party.

2165 27.3 The District will provide all school and department sites five (5) copies of the
2166 negotiated agreement within 60 calendar days of the signing. The Agreement will
2167 be made available for bargaining unit members' reference. In addition, the
2168 Agreement will be posted on the District's web site.

2169 27.4 A copy of this contract will be sent to PERB (Public Employment Relations
2170 Board) to comply with PERB Regulations.

2171 This Agreement is a result of good faith meeting and negotiating between CSEA and the
2172 District, and was executed by both parties on September 21, 2011, and approved by the
2173 Berryessa Union School District Board of Trustees on October 18, 2011.

2174 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM**

2175 **CSEA** **DISTRICT**

2176 Mark Corpuz, School Media Tech	Pamela Becker, Asst Superintendent Business
2177 Terri Zimmerling, Account Tech II	Vicky Lara, Administrative Asst. Personnel
2178 Georgina Patterson, Instructional Associate	Steve Hamm, Principal
2179 Carol Yow, School Clerk	Janet Cory Sommer, Attorney
2180 Gloria Vargas, Categorical Program Tech	Burke, Williams & Sorensen, LLP
2181 Heidi Perry, Administrative Secretary/Principal	Joann Vaars, Principal
2182 Jack Ford, Labor Relation Rep CSEA	Parisa Nunez, Principal

2183 **Signature for CSEA** **Signature for the District**

2184 _____	_____
2185 Debbie Narvaes	Jack L. Owens
2186 CSEA President	Asst. Superintendent, Personnel Services

2187 **ARTICLE 28: SAVINGS PROVISIONS**

2188 28.1 If any of this Agreement is held to be contrary to law by a court of competent
2189 jurisdiction, such provisions will not be deemed valid and subsisting except to the
2190 extent permitted by law, but all other provisions will continue in full force and
2191 effect.

2192 28.2 Provisions of this Agreement held contrary to the law and not subject to appeal
2193 will be opened for renegotiations within sixty (60) days following a request by
2194 either party to meet and negotiate.

2195 **ARTICLE 29: TERM**

2196 29.1 This Agreement shall be effective upon ratification by the union and approval by
2197 the Governing Board through June 30, 2013. Upon the request of either party, the
2198 parties agree to reopen negotiations during the term of the Agreement regarding
2199 the impact that any new legislation may have on mandatory subjects of
2200 bargaining.

2201 29.2 The parties agree to submit their initial proposals for 2012-2013 negotiations, as
2202 required by Government Code Section 3547, no later than March 1, 2012.
2203 Negotiations shall commence no later than thirty (30) calendar days following the
2204 public hearing on the proposal.

APPENDIX A: 2008-2009 SALARY SCHEDULE

California School Employees Association (From July 1, 2008 to June 30, 2009) Effective July 1, 2008 0.6%												
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
4.0	2,062	(11.86)	2,151	(12.37)	2,269	(13.05)	2,376	(13.66)	2,499	(14.37)	2,615	(15.04)
4.5	2,112	(12.14)	2,209	(12.70)	2,320	(13.34)	2,437	(14.01)	2,548	(14.65)	2,676	(15.39)
5.0	2,151	(12.37)	2,269	(13.05)	2,376	(13.66)	2,499	(14.37)	2,615	(15.04)	2,731	(15.70)
5.5	2,209	(12.70)	2,320	(13.34)	2,437	(14.01)	2,548	(14.65)	2,676	(15.39)	2,799	(16.09)
6.0	2,269	(13.05)	2,376	(13.66)	2,499	(14.37)	2,615	(15.04)	2,731	(15.70)	2,867	(16.48)
6.5	2,320	(13.34)	2,437	(14.01)	2,548	(14.65)	2,676	(15.39)	2,799	(16.09)	2,935	(16.88)
7.0	2,376	(13.66)	2,499	(14.37)	2,615	(15.04)	2,731	(15.70)	2,867	(16.48)	3,007	(17.29)
7.5	2,437	(14.01)	2,548	(14.65)	2,676	(15.39)	2,799	(16.09)	2,935	(16.88)	3,077	(17.69)
8.0	2,499	(14.37)	2,615	(15.04)	2,731	(15.70)	2,867	(16.48)	3,007	(17.29)	3,153	(18.13)
8.5	2,548	(14.65)	2,676	(15.39)	2,799	(16.09)	2,935	(16.88)	3,077	(17.69)	3,227	(18.55)
9.0	2,615	(15.04)	2,731	(15.70)	2,867	(16.48)	3,007	(17.29)	3,153	(18.13)	3,307	(19.01)
9.5	2,676	(15.39)	2,799	(16.09)	2,935	(16.88)	3,077	(17.69)	3,227	(18.55)	3,385	(19.46)
10.0	2,731	(15.70)	2,867	(16.48)	3,007	(17.29)	3,153	(18.13)	3,307	(19.01)	3,462	(19.91)
10.5	2,799	(16.09)	2,935	(16.88)	3,077	(17.69)	3,227	(18.55)	3,385	(19.46)	3,548	(20.40)
11.0	2,867	(16.48)	3,007	(17.29)	3,153	(18.13)	3,307	(19.01)	3,462	(19.91)	3,636	(20.91)
11.5	2,935	(16.88)	3,077	(17.69)	3,227	(18.55)	3,385	(19.46)	3,548	(20.40)	3,719	(21.38)
11.7	2,935	(16.88)	3,153	(18.13)	3,385	(19.46)	3,636	(20.91)	3,901	(22.43)	4,187	(24.07)
12.0	3,007	(17.29)	3,153	(18.13)	3,307	(19.01)	3,462	(19.91)	3,636	(20.91)	3,812	(21.92)
12.5	3,077	(17.69)	3,227	(18.55)	3,385	(19.46)	3,548	(20.40)	3,719	(21.38)	3,901	(22.43)
13.0	3,153	(18.13)	3,307	(19.01)	3,462	(19.91)	3,636	(20.91)	3,812	(21.92)	3,997	(22.98)
13.5	3,227	(18.55)	3,385	(19.46)	3,548	(20.40)	3,719	(21.38)	3,901	(22.43)	4,091	(23.52)
14.0	3,307	(19.01)	3,462	(19.91)	3,636	(20.91)	3,812	(21.92)	3,997	(22.98)	4,187	(24.07)
14.5	3,385	(19.46)	3,548	(20.40)	3,719	(21.38)	3,901	(22.43)	4,091	(23.52)	4,289	(24.66)
14.7	3,385	(19.46)	3,636	(20.91)	3,906	(22.46)	4,197	(24.13)	4,510	(25.93)	4,851	(27.89)
15.0	3,462	(19.91)	3,636	(20.91)	3,812	(21.92)	3,997	(22.98)	4,187	(24.07)	4,394	(25.26)
15.5	3,549	(20.41)	3,728	(21.44)	3,906	(22.46)	4,095	(23.55)	4,291	(24.67)	4,502	(25.89)
16.0	3,638	(20.92)	3,820	(21.96)	4,003	(23.02)	4,197	(24.13)	4,399	(25.29)	4,615	(26.54)
16.5	3,729	(21.44)	3,915	(22.51)	4,102	(23.59)	4,303	(24.74)	4,510	(25.93)	4,730	(27.20)
17.0	3,822	(21.98)	4,013	(23.07)	4,206	(24.18)	4,410	(25.36)	4,621	(26.57)	4,851	(27.89)
17.5	3,917	(22.52)	4,116	(23.67)	4,312	(24.79)	4,520	(25.99)	4,739	(27.25)	4,971	(28.58)
25.0	4,310	(24.78)	4,635	(26.65)	4,981	(28.64)	5,354	(30.78)	5,755	(33.09)	6,189	(35.59)
26.0	6,708	(38.57)	6,882	(39.57)	7,061	(40.60)	7,245	(41.66)	7,433	(42.74)	7,618	(43.80)
SCHOOL SITE PERSONNEL			RANGE	OFFICE PERSONNEL			RANGE					
Administrative Secretary - Principal			11.0	Account Technician I			9.5					
Alt. Learning Center Instructional Asso.			8.0	Account Technicain II			11.5					
Behavior Management Technician I			11.7	Account Technicain III			15.0					
Behavior Management Technician II			14.7	Accountant			17.5					
Bilingual Aide			5.0	Accounting Specialist			14.5					
Case Facilitator			25.0	Accounting Technician			12.5					
Child Aide			5.0	Administrative Assistant/Communication			16.0					
Computer Clerk School			8.0	Administrative Secretary - Support Services			11.5					
Computer Instructional Associate			7.0	Budget- System Specialist			15.0					
District Media Resource Technician			11.0	Categorical Program Technician			13.5					
Duplicating Machine Operator			5.5	CELDT 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	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					
				Substitute Services Specialist			10.0					

Signature *Famela Becker* Date 2/4/2010

APPENDIX B: CLASSIFICATIONS AND WORK DAYS

CLASSIFICATION	WORK DAYS
*Account Technician I	12 months of service + paid vacation
Account Technician II	11 months of service + paid vacation
Account Technician II	12 months of service + paid vacation
Account Technician III	12 months of service + paid vacation
*Accountant	12 months of service + paid vacation
*Accounting Specialist	12 months of service + paid vacation
*Accounting Technician	12 months of service + paid vacation
*Administrative Assistant/Communications	12 months of service + paid vacation
Administrative Secretary-Principal	205 days of service + paid vacation
Administrative Secretary-Support Services	12 months of service + paid vacation
*Alternative Learning Center Instructional Associate	181 days of service + paid vacation
Behavior Management Technician I (BMT I)	180 days of service + paid vacation
Behavior Management Technician II (BMT II)	180 days of service + paid vacation
*Bilingual Aide	
*Budget Computer System Specialist	12 months of service + paid vacation
*Case Facilitator	225 days of service + paid vacation
Categorical Programs Technician	12 months of service + paid vacation
*CDC Lead Teacher	
*CDC Paraeducator	
*CDC Teacher	
CELDT Examiner-Clerk	180 days of service + paid vacation
CELDT Examiner-Clerk	160 days of service + paid vacation
*Child Aide	10 months of service + paid vacation
*Child Nutrition Clerk	180 days of service + paid vacation
*Clerk Typist, Categorical Program	
*S.I.P School/Community Liaison	10 months of service + paid vacation
Computer Clerk	205 days of service + paid vacation
District Librarian Assistant	191 days of service + paid vacation
*District Media Resource Technician	12 months of service + paid vacation
District-Student Information Specialist	12 months of service + paid vacation
*Duplicating Machine Operator	181 days of service + paid vacation
*Education Services Center Clerk	12 months of service + paid vacation
*English Learner (EL) Community Liaison	180 days of services + paid vacation
*English Learner (EL) Newcomer Aide	180 days of service + paid vacation
*ESL Tutor	180 days of service + paid vacation
Executive Assistant, Education Services	12 months of service + paid vacation
*Executive Assistant, Operations	12 months of service + paid vacation
Health Clerk	181 days of service + paid vacation
*Information Clerk	12 months of service + paid vacation
Instructional Associate	181 days of service + paid vacation
Instructional Associate – Computer	181 days of service + paid vacation

CLASSIFICATION	WORK DAYS
Instruction Associate – Math-Science Lab	181 days of service + paid vacation
*Lead Preschool Teacher	202 days of service + paid vacation
*Migrant Instructional Aide	
*Migrant Health Statistical Aide	181 days of service + paid vacation
Occupational Therapist	210 days of service + paid vacation
Office Assistant	11 months of service + paid vacation
*Office Assistant	12 months of service + paid vacation
*Operations Department Clerk	12 months of service + paid vacation
Payroll Technician	12 months of service + paid vacation
*PLA Tutor (Primary Language Assistant)	Up to 175 days of service + paid vacation
Program Reading Tutor (PRT)	181 days of service + paid vacation
*Purchasing Specialist	12 months of service + paid vacation
School Clerk-Elementary	200 days of service + paid vacation
School Clerk-Middle	205 days of service + paid vacation
*School-Community Liaison	180 days of service + paid vacation
School Library/Multi-Media Technician	191 days of service + paid vacation
Second Language Translator-Interpreter	180 days of service + paid vacation
*Senior Executive Assistant	12 months of service + paid vacation
Special Education Paraeducator I	183 days of service + paid vacation
Special Education Paraeducator II	183 days of service + paid vacation
*Special Education Paraeducator III (replaced by Case Facilitator)	225 days of service + paid vacation
*Special Projects Coordinator	12 months of service + paid vacation
*State Preschool Paraprofessional	182 days of service + paid vacation
*Substitute Services Specialist	11 months of service + paid vacation

*Inactive Classifications at the time of publication

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

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

A. CDC/State Preschool

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

APPENDIX A

CDC and State Preschool Unit Members

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

2. *Salary and Benefits*

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

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

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

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

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

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

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

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

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

3. *Participation in District Study*

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

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

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

B. *Unit Clarification*

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

status, the parties will meet and negotiate over the impact of removing that member from the unit.

C. Effects of Eliminating Accounting Specialist

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

D. Effects of 1997 Layoffs and Reduction in Hours

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

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

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

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

February, 1998

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

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

Staff Development

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

District Site Councils

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

APPENDIX E: UNPAID FAMILY AND MEDICAL CARE LEAVE GUIDELINES

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

ELIGIBILITY

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

LEAVE ENTITLEMENT

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

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

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

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

REASONS AN EMPLOYEE CAN TAKE A FAMILY AND MEDICAL CARE LEAVE

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

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

ACCRUED LEAVE

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

HEALTH BENEFITS DRUG LEAVE

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

RETURN FROM LEAVE

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

WHAT TO DO TO REQUEST FMLA LEAVE

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

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

For additional clarification contact the Personnel Department Administrator.

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

ATTENTION: Personnel Department

EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE

1. Employees' name and place of employment:

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

3. Date leave is requested to commence:

4. Date employee will return to work:

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

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

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

Date: _____

Signature: _____

BERRYESSAUNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

ATTENTION: Personnel Department

CERTIFICATION OF PHYSICIAN OR PRACTITIONER

1. Employee's name: _____
2. Patient's name (if other than employee) _____
3. Date medical condition or need for treatment commenced: _____
4. Probable duration of medical condition of need or treatment:

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

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

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

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

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

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

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

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

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

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

Employee: _____
Last Name First Name

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

*CSEA Contract, Article 9.2.2

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

Commendations:

1. _____
2. _____
3. _____

Recommendations:

1. _____
2. _____
3. _____

Methods of Improvements: (as appropriate)

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