



Contract Agreement

by and between

**California School Employees Association
Yosemite - Coarsegold Chapter #698**

and

Yosemite Unified School District



2010 - 2013

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – DISTRICT RIGHTS	1 - 2
ARTICLE 3 – ASSOCIATION RIGHTS.....	2 - 4
ARTICLE 4 – LAYOFF AND REEMPLOYMENT.....	4 - 5
ARTICLE 5 - SEVERABILITY	5 - 6
ARTICLE 6 – NEGOTIATIONS	6
ARTICLE 7 – GRIEVANCE PROCEDURE.....	6 - 9
ARTICLE 8 – PROMOTION, TRANSFER AND FILLING OF VACANCIES	9 - 13
ARTICLE 9 – CLASSIFICATION, RE-CLASSIFICATION AND ABOLITION OF POSITIONS	13
ARTICLE 10 – DISCIPLINARY ACTION.....	13 - 18
ARTICLE 11 – EVALUATION AND PERSONNEL FILES	18 - 20
ARTICLE 12 – HOURS AND OVERTIME.....	20 - 24
ARTICLE 13 – VACATIONS AND HOLIDAYS.....	24 - 27
ARTICLE 14 – LEAVES	27 - 32
ARTICLE 15 – SAFETY.....	32
ARTICLE 16 – COMPENSATION AND BENEFITS	33 - 36
ARTICLE 17 – WORK SITE	36 - 37
ARTICLE 18 – PROFESSIONAL GROWTH.....	37 - 38
ARTICLE 19 – AGENCY SHOP.....	38 - 40
ARTICLE 21 – DURATION.....	40
SIGNATURE PAGE.....	41

APPENDIX

APPENDIX A –SALARY SCHEDULE	42
APPENDIX B – SCHOOL CALENDARS	43 - 45
2010 – 2011	
2011 – 2012	
2012 - 2013	
APPENDIX C – GRIEVANCE FORM LEVEL II	46
APPENDIX D – GRIEVANCE FORM LEVEL III	47
APPENDIX E – GRIEVANCE FROM LEVEL IV	48
APPENDIX F – PROFESSIONAL GROWTH APPLICATION.....	49
APPENDIX G – CALIFORNIA EDUCATION CODE SECTIONS OF INTEREST.....	50
APPENDIX H – CLASS/CLASSIFICATION/RANGE.....	51 - 52

PREAMBLE

This agreement is between the Yosemite Unified School District ("District") and the California School Employees Association ("CSEA") and Yosemite-Coarsegold Chapter Number 698 and its agent or successor. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code.

ARTICLE 1 - - RECOGNITION

- 1.1 The District, a public school employer, recognizes the Yosemite-Coarsegold Chapter Number 698 of CSEA, as the exclusive bargaining representative for all classified employees. Voluntarily recognized by the District dated May 15, 2006, this unit excludes management, confidential and supervisory employees and all employees not considered part of the classified service as a matter of law.
- 1.2 CSEA recognizes the Board of Trustees ("Board") as the duly elected representative of the people and agrees to negotiate only with the District representatives officially designated by the Board to act on its behalf.
- 1.3 CSEA agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the District, any Board member, administrator or other person or persons not officially designated by the District as its representative.
- 1.4 District agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the District, any Board member, administrator or other person or persons not officially designated by CSEA as its representative.

ARTICLE 2 -- DISTRICT RIGHTS

- 2.1 The District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers is the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work (in conformance with law) and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the operation of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- 2.2 The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement during periods of emergency. Emergencies shall be determined by

Board action and are broadly defined as: Acts of God, natural disasters, national emergencies, and local occurrences of severe gravity.

- 2.3 This Agreement shall automatically be changed without further negotiations between the District and CSEA to incorporate any changes in the Education Code or other applicable provisions of statutory law that occur after July 1, 2006. The purpose of this provision is to ensure that this Agreement is automatically modified to conform to statutory law.

ARTICLE 3 – ASSOCIATION RIGHTS

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- 3.1 CSEA shall have the right to access areas in which employees work, provided it not be in conflict with the educational programs or activities of the District, and prior notice is given to, and approval is obtained from, the immediate supervisor(s).
- 3.2 CSEA may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following:
- 3.2.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and identification of the organization together with a designated authorization by the CSEA President or other authorized representative.
- 3.3 All CSEA business, discussions and activities will be conducted by unit members or CSEA officials outside established work hours as defined herein and will be conducted in places other than the district property except when:
- 3.3.1 An authorized CSEA representative obtains advanced permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted; and/or
- 3.3.2 The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school program and/or duties of unit members as defined herein, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an CSEA representative; or
- 3.3.3 Authorized by any other portion of this Agreement.
- 3.4 CSEA shall have the right to use, without charge, District buildings, equipment and facilities for the conduct of lawful CSEA business and in compliance with rules or regulations promulgated by the District. CSEA agrees to pay or replace to the District the actual cost of any district supplies, including paper, used by CSEA.
- 3.5 CSEA shall have the right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee. This review shall be under the supervision of a mutually agreed upon district designee.

- 3.6 The District shall provide CSEA upon request and within five (5) working days, or within a reasonable time frame of such request, any public documents or materials pertinent to the bargaining unit. If such material is available on the District's website, the District may request CSEA to download such material.
- 3.7 CSEA shall have the right to be supplied with a complete roster of hire date seniority by classification (class seniority) and bargaining unit seniority (by hire date and number of years in position) for all employees in the bargaining unit on the effective date of this agreement and every year thereafter. The roster(s) shall indicate the employee's current classification and job site.
- 3.8 Authorized CSEA representatives shall receive reasonable release time for the purpose of negotiations and processing grievances as set forth herein.

3.8.1 The Association shall have the right to designate a maximum of five (5) unit members who shall be authorized to receive release time to participate in negotiations, and a maximum of five (5) unit members who shall be authorized to receive release time to process grievances. CSEA shall notify the District as to the identity of such personnel at the beginning of each fiscal year. If a change is made, the District shall be advised in writing immediately.

3.8.2 "Processing grievances" as set forth above, shall mean representing grievants at grievance conferences with management personnel. Such representation shall include reasonable time to gather information, interview witnesses or prepare presentations. Only one (1) grievance representative shall receive release time per grievance.

3.8.3 A requests for release time must be made to the Superintendent or designee in writing, and at least two (2) work days prior to the date of release and must be copied to the applicable supervisor. A request made less than two work days in advance of the requested release time shall be denied unless circumstances are found to exist whereby proper notice was not possible through no fault of the CSEA representative. The existence of such circumstances shall be determined solely at the discretion of the immediate supervisor. No release will be granted unless a substitute can be arranged on the day(s) in question unless, at the sole discretion of the immediate supervisor, it is determined that a substitute is not necessary.

3.8.4 In all cases, release time shall not disrupt or interfere with the normal operations or work flow of the District, the education of the District's students or any District activities or functions. Unit members who are granted release time must still obtain consent to leave from their supervisor prior to release from said duties on the day in question. If a unit member's job duties are such that they cannot be interrupted at that time, the unit member shall be released as soon as reasonably possible thereafter.

3.8.5 A request for release time for other lawful CSEA business shall be granted on a case-by-case basis. All such requests must identify the nature of such business for verification purposes. If reasonable advance written notice is provided, such requests shall ordinarily be granted unless circumstances do not permit release. The existence of such circumstances shall be determined solely at the discretion of the immediate supervisor. Such release time shall be limited to 10 working days per school year.

- 3.8.6 Improper use of release time or use for any other purpose than designated herein shall be subject to discipline.
- 3.9 Upon request, the CSEA chapter delegate shall receive five (5) working days release time to attend the CSEA Annual Conference. CSEA will assume all expenses of such attendance. In order to utilize this release time, CSEA or the employee must give the District ten (10) working days notice of the days sought to be utilized.
- 3.10 The District shall provide CSEA 10 copies of this Agreement within fifteen (15) working days, or the earliest possible date not to exceed twenty-two (22) working days, after ratification by both parties. The District will also post a copy of the agreement on its website in a format which permits individual employees to download copies of the agreement. The District will refer new hires to its website for their review and downloading copies of the agreement as needed, in conjunction with business office processing of their hire.
- 3.11 The District will provide CSEA with one copy of each Board agenda and all supporting documents, except confidential or privileged documents, at the same time as distribution to Board members.

ARTICLE 4 – LAYOFF AND REEMPLOYMENT

- 4.1 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.
- 4.2 Notice of Layoff: The District shall notify both CSEA and the affected employees in writing no later than forty-five (45) calendar days before any planned layoffs. The District and CSEA shall meet no later than ten (10) working days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff.
- 4.3 The effects of future layoffs have been negotiated. The parties agree to comply with Article 4.4 – 4.12.
- 4.4 Order of Layoff: The Order of layoff within any class shall be determined by length of service according to Education Code section 45308. For all purposes under this agreement, an employee's date of hire shall determine their length of service and seniority.
- 4.5 Bumping Rights: An employee who has been employed the shortest time in the class plus higher classes shall be laid off first. Therefore, an employee to be laid off in one class may bump into the next lower class in which the employee has greatest seniority. An employee may only bump in a class in which he/she is currently employed or has previously been employed and meets the minimum qualifications in the class. See Appendix H for classification assignment. For the purpose of layoff, time served in non-bargaining unit positions shall not be considered for layoff purposes. Only time served in the bargaining unit shall be counted towards seniority.
- 4.6 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains re-employment rights under this Agreement and in which he/she has seniority in the class.
- 4.7 Re-employment Rights: Laid off persons are eligible for re-employment in the class from which they were laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. Their re-employment shall take precedence over any type

of employment, defined or undefined in this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this Agreement. An employee on a re-employment list shall be notified of employment opportunities in accordance with the provisions of Article 4.10.

- 4.7.1 When an employee is laid off and is re-employed by the District within the next 39 months the employee shall be reinstated to the salary step and/or longevity increment at which the employee was placed, appropriate to assignment, immediately prior to layoff.
- 4.8 Voluntary Demotion or Voluntary Reduction in Hours: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, may return to a position in their former class or to positions with increased time, as vacancies become available. The employee shall be placed on a re-employment list and shall be ranked on that list in accordance with their proper seniority.
- 4.9 Seniority Roster: The District shall maintain an updated seniority roster indicating employee's class seniority and provide an updated copy to CSEA President or designee annually.
- 4.10 Notification of Re-employment Opening: Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening in position(s) for which the employee is otherwise entitled to re-employment. Such notice shall be sent by mail to the last address given to the District by the employee, and a copy shall be sent to the CSEA designee by the District, which shall acquit the District of its notification responsibility.
- 4.11 Employee Notification to District: An employee shall notify the District of intent to accept or refuse re-employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) working days following receipt of the re-employment notice. An employee given notice of re-employment need not accept the re-employment if the hours offered are less than the number of hours previously held by the employee. The employee's position on the re-employment list will not be affected by this refusal, provided the employee notifies the District of refusal of employment within ten (10) working days from receipt of the re-employment notice.
- 4.12 Re-employment in Highest Class: Employees shall be re-employed in their highest job classification available in accordance with their class seniority. See Appendix H. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to their highest paid position.

ARTICLE 5 – SEVERABILITY

- 5.1 Savings Clause: If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

- 5.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or section of this agreement, the parties shall meet within thirty (30) calendar days to negotiate a mutually satisfactory replacement for such Article or section.

ARTICLE 6 – NEGOTIATIONS

- 6.1 Notification and Public Notice: If either party desires to alter or amend this agreement pursuant to Article 21, it shall, not later than April 15th of any year, provide written notice and a proposal to the other party of said desire and the nature of the amendments, and cause the public notice provisions of law to be fulfilled. The April 15th deadline may be extended by mutual agreement between CSEA and the District.
- 6.2 Commencement of Negotiations: Within a reasonable time period after satisfaction of the public notice requirement, and not later than forty-five (45) calendar days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 6.3 Ratification of Additions or Changes: Any additions or changes in this agreement shall not be effective until reduced to writing and properly signed and ratified by both parties.
- 6.4 Agreement of Parties: Except as provided in Article 21, during the term of this agreement, the District and CSEA expressly agree that the District and CSEA shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either the District or CSEA at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.0 Definitions:
- 7.01 A Grievance is a written claim by one or more classified employees or CSEA that there has been a violation, misinterpretation, or misapplication of a provision of this agreement. The “Grievant” is the person or persons, or CSEA making the written claim.
- 7.02 A “working day” is any day in which the administrative office of the District is open for business.
- 7.03 The “immediate supervisor” is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 7.1 Processing of a Grievance:
- 7.1.1 Level 1: Within ten (10) working days after the occurrence of the act or condition giving rise to the grievance or within ten (10) working days after the grievant should reasonable have known of the act or condition giving

rise to the grievance, the grievant shall attempt to resolve it by a conference with the grievant's immediate supervisor.

7.1.2 Level 2: Failing to resolve the difficulty, the grievant may within ten (10) working days from the conference with immediate supervisor register a level II grievance. The grievance shall be in writing, on the District approved form in Appendix C with copies provided to the CSEA President, the grievant's immediate supervisor, and the Superintendent, stating the following:

- a. Statement of grievance listing the specific actions and events alleged to violate the agreement, including the date, time and place of the events alleged, and identifying the specific provision(s) allegedly violated.
- b. Steps taken to resolve differences through informal means.
- c. Steps the grievant recommends the District take to remedy the grievance.
- d. Dated and signed by the grievant or CSEA representative.

The immediate supervisor shall communicate a decision in writing to the grievant, with a copy to the Superintendent and CSEA President within ten (10) working days after receiving the grievance.

7.1.3 Level 3: In the event the grievant is not satisfied with the decision at Level 2, they may appeal the decision to the Superintendent or designee within ten (10) working days after receiving the Level 2 decision. The written appeal on the District approved form in Appendix D shall contain the following:

- a. A copy of the original grievance.
- b. The decision rendered at Level 2.
- c. A clear concise statement of the reason for the appeal.

The Superintendent or designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the CSEA President and the immediate supervisor, within ten (10) working days after receiving the appeal.

7.1.4 Level 4: If not satisfied with the decision at Level 3, the grievant may, within ten (10) working days, appeal the decision to the Board on the District approved form in Appendix E.

The grievant shall furnish the Board with a complete written report of the grievance and specifically identify why the grievant objects to the Level 3 decision. The appeal shall be heard by a committee that shall be composed of one (1) person chosen by CSEA, one (1) person chosen by the District, and one (1) person mutually chosen by these committee members. No

person chosen for this committee may be an employee of the District, a Board member, an attorney for the District, or the CSEA Labor Representative. This committee shall have the power to take testimony, prepare a record for the proceedings, and submit a proposed decision for review by both parties.

Upon submission of the committee's proposed decision, the grievant and the District shall meet to review the proposed decision. If the District and the grievant do not agree with the proposed decision, an appeal may be made to the Board. In the case of an appeal, the Board shall review the proposed decision in executive session at the Board's next regular meeting. The Board may accept, reject, or modify the proposed decision, in whole or in part; provided, however, that if the Board does not adopt the proposed decision, it shall state the reasons for its decision in writing. The Board's decision shall be final and binding.

- 7.1.5 Group Grievance: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level 3.
- 7.1.6 Policy Grievances: If the grievance involves District-wide practice of this Agreement, the grievance may be submitted by CSEA at Level 3 with notification to the CSEA Executive Board.
- 7.2 Representation:
 - 7.2.1 No employee shall be required to be represented by CSEA in processing a grievance.
 - 7.2.2 An employee may request CSEA or the CSEA Labor Representative as a representative in all stages of the grievance procedure beyond Level 1.
 - 7.2.3 Neither CSEA nor the District shall take any reprisals nor unlawfully discriminate against any employee for exercising rights under this Article.
 - 7.2.4 If an employee pursues a grievance without the intervention of CSEA beyond Level 1, the grievance shall not be considered resolved until CSEA Executive Board has received notice of the grievance from the grievant and agreed to the settlement.
 - 7.2.5 The grievant(s) and designated CSEA representatives shall receive release time duties without loss of compensation for the purpose of processing grievances beyond Level 1 in accordance with Article 3.
- 7.3 Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure any District employee whose appearance is requested by the grievant or CSEA at Level 3 or 4. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.
- 7.4 Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for

inspection only by the employee, the CSEA Job Representative, and those management, supervisory and confidential employees directly involved in the grievance procedure.

7.5 Time Limits:

7.5.1 Failure by a grievant to meet a deadline set in this Article shall terminate the grievance. The grievant shall not have a right to re-file on the same set of facts.

7.5.2 Failure by the District to meet a deadline set in this Article shall give the grievant the right to proceed to the next grievance processing level.

7.5.3 Time limits in this Article may be extended by mutual written agreement between the grievant and the District Administration.

ARTICLE 8 – PROMOTION, TRANSFER AND FILLING OF VACANCIES

8.0 Definitions:

8.0.1 A Promotion is defined as a permanent change from one job classification to another job classification of a higher range.

8.0.2 A Transfer is defined as a permanent change in work site or shift where the employee remains in the same classification.

8.0.3 A Reassignment is defined as a permanent movement between positions within same classification at the same site.

8.0.4 Vacancy: Any position that is new or remains unfilled after any transfers, re-assignments, promotions or terminations and which is declared vacant by the district and after consultation with CSEA.

8.1 First Consideration: When a new position is created or a current position is declared vacant by the District, the District shall first offer the position to current bargaining unit employees who otherwise qualify, under established procedures as determined by the District, and who apply for the position.

8.2 Posting of Notice: When the District creates a new position or seeks to fill any vacancy, the new position or vacancy shall be posted by the District for not less than seven (7) working days at all work locations before being filled. Any employee in the bargaining unit may apply for the position by filing a written notice with the District Office.

8.2.1 All vacancies will be posted in areas mutually approved by the District and CSEA and sent to the CSEA designee. The District will post all vacancies on the District Website and establish a year-round job line providing the phone number to all employees.

- 8.2.2 An employee on leave shall have the right to have the CSEA Job Representative file for the position in the employees' behalf, if requested in writing.
- 8.3 Notice Contents: The new position or vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 8.4 Permanent Filling of New Position or Vacancy: No posted vacancy shall be permanently filled until seven (7) working days after notice of the opportunity has been posted.
- 8.5 Involuntary Transfer: The right to transfer or assign personnel for operational necessity is vested in the District administration. An employee affected by such transfer shall be given written notice as soon as administratively practicable; and, before the transfer, a conference will be held between the appropriate management person and the affected employee in order to discuss the reasons for the transfer. No employee will be transferred for discriminatory, disciplinary, or punitive reasons.
- 8.6 Mileage Compensation during Temporary Assignments: Any employee required to work at an alternative work site on temporary assignment. The District will provide the employee with a district vehicle or reimbursed for mileage at the rates provided and under the terms of Article 16.1.5.a.
- 8.7 Procedures for Filling New Positions or Vacancies:
- 8.7.1 The District will first follow the procedures outlines in Sections 8.1, 8.2, 8.3, and 8.4.
- 8.7.2 Advertising and Eligibility Pool.
- a. Advertising: If the position is to be advertised, advertisements shall be placed in local newspapers, and, at the discretion of the District, Madera and Fresno newspapers. The District will also use Edjoin, the Website, and job line.
- b. Eligibility Pool: If an area of possible need occurs, the District should consider proceeding with an early process and establishing an eligibility pool.
- 8.7.3 Screening Committee: A committee shall be formed to screen the applications received for any position.
- a. The Screening Committee shall be composed of two (2) persons chosen from the department area if possible by the CSEA President or designee; and two (2) management persons chosen from the department area, if possible, by the Superintendent or designee. The composition of this committee shall attempt to provide equitable gender representation. Any person knowing a candidate on a personal basis shall be disqualified from this committee, whenever

possible. All materials within the screening process shall remain confidential.

- b. The Screening Committee shall hold a prescreening meeting at which time the committee will clarify the position opportunity and what qualifications are necessary to fill the position opportunity; and review the District score sheet to be used in screening applications.
- c. The Screening Committee shall score applications using the District score sheet. Scores will be averaged.
- d. The Screening Committee shall meet to discuss any major discrepancies in scores and to reach consensus on which applications will be sent to the Interview Committee. (Score rankings will not be sent to the Interview Committee.)
- e. Applicants who are to be sent on to the Interview Committee shall be tested on required job skills before interviews. Each applicant shall be tested using standardized tests developed by the District. Test scores shall be made available to the Interview Committee before the actual interviews.

8.7.4

Interview Committee: A committee shall be formed to interview the applicants passed along from the Screening Committee.

- a. The Interview Committee shall be composed of two (2) persons chosen by the CSEA President or designee, (one (1) from the department area, if possible); and the direct supervisor of the affected department and a management person chosen from the department or area if possible by the Superintendent or designee. The committee shall be consensus driven in the selection of a new employee.

The composition of this committee shall attempt to provide equitable gender representation and shall not consist of any person who was represented on the Screening Committee. Any person knowing a candidate on a personal basis shall be disqualified from this committee, whenever possible. All interview materials shall remain confidential.

- b. The Interview Committee shall hold a pre-interview meeting at which time the committee will review the candidates' applications and test scores; review the questions; determine set up of the interviews: when, where, length of interview, who will ask which questions; and review the District score sheet.
- c. The Interview Committee shall evaluate applicants using the District score sheet and ranking sheet.

- d. The Interview Committee shall make telephone or written contact of supervisors and other references submitted by the applicants. Telephone interviews shall be conducted using the District form.
- e. The Interview Committee shall meet to discuss any major discrepancies in scores and to reach consensus. Additionally, a candidate's employment history shall be reviewed at this time. For each two (2) years of applicable experience, the candidate shall be granted, with Board approval, an additional step on the salary schedule. Initial placement on the salary schedule shall not exceed Step 3 (three). The recommendations of the Interview Committee shall be submitted in writing to the Board for final approval.
- f. The Interview Committee shall recommend candidates for a final interview with the Superintendent. The Superintendent or designee shall notify all candidates of the outcome.

8.7.5 If by consensus of either committee or the Board, the procedures outlined above are not followed, or applications for the position opportunity are inadequate, the position opportunity may be reopened and the procedures restarted. The same committee members may serve during the repeat process.

8.8 Salary Schedule Placement:

- 8.8.1 In general, a new employee will be placed on the first step of the appropriate salary range; however, the Board reserves the right to make the initial placement on the schedule not to exceed Step 3 (three) as credit for prior applicable experiences.
- 8.8.2 Employees being promoted shall retain all years of service credit (total employment time with the District) previously earned. An employee's placement on the salary schedule as a result of a promotion shall be such range and step as shall equal an increase of one (1) step beyond the current salary of the promoted employee; however, an employee who has maintained the same placement on the salary schedule for three (3) years prior to such promotional advancement shall be placed on such range and step as shall equal an increase of two (2) steps beyond the current salary of the promoted employee.
- 8.8.3 Additionally, an employee's employment history shall be reviewed at the time of promotion to determine prior applicable experiences in the new position. For each two (2) years of applicable experiences the employee shall be granted, with Board approval, an additional step on the salary schedule. Any prior experience used for additional service credit upon initial employment may not be used subsequently to qualify for promotional credit.
- 8.8.4 The maximum experience credit granted by the Board under any circumstances or combination of promotions shall not exceed a total of four

(4) years or two (2) steps. A maximum total of four (4) steps may be earned at the time of promotion.

ARTICLE 9 – CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

- 9.1 Placement in Class: Every bargaining unit position shall be placed in a class.
- 9.2 Classification and Reclassification Requirement: Either party to this Agreement may propose a reclassification during the year. Position classification and reclassification shall be subject to mutual written agreement between the District and CSEA.
- 9.3 New Positions or Classes of Positions: All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job description's described duties can be performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.
- 9.4 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified which results in an upward salary adjustment, the position or positions shall be placed on the salary schedule in a range which will result in at least one (1) range increase above the salary of the existing position or positions.
- 9.5 Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.
- 9.6 Working Out of Class: An employee who works out of class for more than five (5) days out of fifteen (15) calendar days shall receive the equivalent of a range or step increase for the entire period of time worked out of class. Such out of class assignment shall be made in writing to the affected employee by their immediate supervisor.

ARTICLE 10 – DISCIPLINARY ACTION

- 10.1 Exclusive Procedure: Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.
- 10.2 Disciplinary Procedure:
- 10.2.1 No person in the permanent classified service shall be subject to disciplinary action except for just cause. Disciplinary action includes, but is not limited to dismissal, demotion, and suspension with or without pay, reduction in hours, involuntary reassignment or verbal or written reprimands. Just cause is defined as any one or more of the following:
- a. Incompetence or inefficiency in the performance of the duties of the employee's position.

- b. Insubordination (including, but not limited to, refusal to do properly assigned work).
- c. Carelessness or negligence in the performance of duty or in the care of district property.
- d. Discourteous, offensive or abusive language or conduct toward another employee, a student, or a member of the public.
- e. Dishonesty.
- f. Use of illegal drugs, abuse of prescribed medications, drinking alcoholic beverages on the job, or reporting for work intoxicated.
- g. Addiction to the use of narcotics.
- h. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Board.
- i. Conviction of any crime involving moral turpitude.
- j. Arrest for a sex offense as defined in Education Code 44010 (Suspension) and dismissal if found guilty.
- k. Conviction of a controlled substance offense as defined in Section 44011 of the Education Code.
- l. Repeated and unexcused absence or tardiness.
- m. Abuse of leave privileges.
- n. Falsifying any information supplied to the District, such as information supplied on application forms, employment records, or other District records.
- o. Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the Board or the laws and regulations of the state.
- p. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- q. Willful or persistent violation of the Education Code or policies or regulations of the District.
- r. Any willful failure of good conduct tending to injure the public service.

- s. Abandonment of position.
- t. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
- u. Loss of license, permit, certification, or other legal authorization required for the performance of one or more assigned duties.
- v. Sexual harassment.
- w. Immoral conduct or unprofessional behavior.

- 10.2.3 Except in those situations where an immediate suspension is justified under the provisions of this Agreement or required by Education Code, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action and a copy of the warning shall be sent to the CSEA Job designee.
- 10.2.4 Recommendation for Disciplinary Action: A recommendation for disciplinary action may originate with a principal or the employee's immediate supervisor. Such recommendation shall be in writing to the Superintendent or designee through the supervisor in charge of the department to which the employee is assigned. A copy of such recommendation shall be provided to the affected employee and the CSEA Job designee at the time of submission.
- 10.2.5 Evaluation of Recommendation: The Superintendent or designee shall investigate the charges and shall recommend any disciplinary action to be taken based on those charges if found to be true.
- 10.2.6 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 10.2.7 Notice of Disciplinary Action and Right to Hearing: Notification to a permanent employee of any proposed disciplinary action shall be deemed sufficient when it is delivered in person and in writing to the employee or when it is deposited in the U.S. Mail, postage prepaid and addressed to the last known address of the employee. If the Superintendent recommends disciplinary action and seeks the imposition of any disciplinary punishment, including demotion, suspension with or without pay, and dismissal, notice of such discipline shall be made in writing and served in person, or by United States registered mail, upon the employee at the last address of official record with the District.

The notice shall contain a statement in ordinary and concise language of the specific acts or omissions, which shall include times, dates, and location of chargeable actions or omissions; the penalty proposed; and a statement of the employee's right to appeal the decision and to have a hearing before the Board on the stated charges. If it is claimed that the employee has violated a policy, rule or regulation of the District, such policy rule or regulation shall be stated in the notice. A copy of any notice of discipline shall be delivered to the Job Representative within twenty-four (24) hours after service on the employee. The notice shall include a statement that the employee has a right to a hearing on such charges, if demanded within ten (10) working days after service of the notice on the employee.

- 10.2.8 Waiver of Hearing: If the employee fails to make a timely request for a hearing, the Board of Trustees may act upon the charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

Hearing Procedures:

- 10.2.9.1 If the employee requests a hearing, the Board may conduct the hearing and issue a final decision, or the Superintendent or designee may designate a hearing officer who shall conduct the hearing. In instances where a hearing officer is designated, the hearing officer shall be selected as follows:

- 10.2.9.1.1 Within 30 calendar days after ratification and approval of this agreement, one (1) representative from both CSEA and the District shall meet to mutually select a panel of five (5) potential hearing officers deemed by both parties to be satisfactory and appropriate to be utilized under these procedures for the duration of this Agreement.

- 10.2.9.1.2 Each panel selection shall meet the following criteria:

10.2.9.1.2.1 Each panel selection must be an attorney licensed to practice in the State of California for at least five years.

10.2.9.1.2.2 Each panel selection must have no prior professional or personal association or affiliation with either the District, its employees or CSEA.

10.2.9.1.2.3 Each panel selection must have no direct, personal, substantial or pecuniary interest in the affairs of the District, its employees or CSEA.

- 10.2.9.1.3 Upon the mutual selection of the five (5) panel selections, the District shall contact and establish a fee agreement with each panel selection for services to be rendered as a hearing officer. The parties agree that the District's payment of this fee does not create a pecuniary interest on the part of the hearing officer in favor of either party.

- 10.2.9.1.4 If a hearing officer is to be designated under the procedures set forth in this Article, the District shall designate the hearing officer from

the list of the five (5) mutually agreed upon selections, and inform CSEA and the employee of its selection.

- 10.2.9.2 If the case is assigned to a hearing officer, the hearing officer shall prepare findings of fact and a proposed decision. A copy of the hearing officer's proposed decision shall be furnished to each party when it is filed with the Board. Upon receipt, the Board may accept, reject, or modify the hearing officer's proposed decision. If the Board rejects the hearing officer's proposed decision, the Board may decide the case upon the record, with or without the taking of additional evidence, or the Board may refer the case to the same or another hearing officer to take additional evidence.
- 10.2.9.3 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Governing Board or hearing officer and the availability of counsel and witnesses. The employee shall be notified of the time and place of the hearing by the District Superintendent or designee.
- 10.2.9.4 The employee shall be entitled to appear personally, produce evidence, and be represented by counsel, or other person. The District and the Board may also be represented by counsel or other person.
- 10.2.9.5 If written demand is made at least two calendar days prior to the scheduled hearing when the Board is hearing the matter, the employee shall be entitled to a public hearing. In all other events, the hearing shall be closed.
- 10.2.9.6 The procedure entitled "Administrative Adjudication," commencing at section 11500 of the Government Code, shall not be applicable to any hearing before the Board or a hearing officer pursuant to this Article.
- 10.2.9.7 Neither the Board nor a hearing officer shall be bound by technical rules of evidence. Informality in the hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board. Evidence may be admitted if it is the kind of evidence upon which reasonable people rely in the conduct of serious affairs.
- 10.2.9.8 If the Board hears the matter directly, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law.
- 10.2.9.9 The decision of the Board shall be in writing and shall contain findings of fact and a decision. A copy of the decision shall be sent to the District Superintendent or designee and to the employee or his/her designated representative. The decision of the Board shall be final, except that the Board may, on a case by case basis, elect to delegate its decision-making authority to the hearing officer as per subdivision (e) of Education Code section 45113, or successor provision. The Board's election hereunder shall be made at the time of initially appointing the hearing officer to preside over the particular case.

10.2.10 If the Superintendent or his designee determines that, pending a Board of Trustees hearing on any disciplinary action, leave without pay would be in the best interest of the District, the Superintendent or designee shall give the employee written notice of the imposition of unpaid leave and the basis for that decision and the opportunity to respond to the charges at a Skelly conference with the Superintendent or designee. Nothing in this section shall be construed to prohibit an immediate interim suspension prior to the notice and conference where an immediate suspension is required by law or deemed in the best interest of the District. An employee may be suspended without loss of pay at the option of the District.

10.3 Emergency Suspension:

10.3.1 CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students, or fellow employees, or interfere with the operation of the district because such presence is disruptive, or in accordance with the provisions of the Education Code, the District may immediately suspend the employee for three (3) days.

10.3.2 Within the three (3) days of the emergency suspension, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual contentions supporting the emergency at the appeal procedure level.

ARTICLE 11 – EVALUATION AND PERSONNEL FILES

11.1 Employee Evaluation:

11.1.1 A probationary employee shall be evaluated within sixty (60) working days of the employment date and again at the conclusion of the fifth (5th) month of employment.

11.1.2 A permanent bargaining unit employee shall be evaluated annually by May 15th.

11.1.3 A special evaluation may be requested by the employee, supervisor and/or administration for permanent bargaining unit employees before May 15.

11.1.4 Each employee who is evaluated shall review and sign all copies of the evaluation, with a copy being given to the employee who is evaluated and one (1) copy placed in District personnel files.

11.1.5 The employee who is evaluated shall have the right to initiate a written response to the evaluation that shall be attached to the evaluation and become a permanent part of the employee's personnel file within ten (10) working days.

11.1.6 The evaluator shall utilize the results of the evaluation to:

- a. Identify strengths of the employee.
- b. Assist a satisfactory employee to improve as may be necessary.
- c. Identify deficiencies in, and provide assistance to, an employee who is performing in an unsatisfactory manner.

11.1.7 Permanent employees who are performing in an unsatisfactory manner shall be given the following assistance and consideration:

- a. The written evaluation shall notify the employee of unsatisfactory performance.
- b. The written evaluation shall identify the specific weaknesses in performance.
- c. The written evaluation shall give specific suggestions for correcting areas of weaknesses and it shall be the responsibility of the employee to follow and utilize the assistance provided.
- d. The employee shall be given forty-five (45) calendar days from the date of the notification to correct deficiencies before any further action is taken.

11.2 Personnel Files:

11.2.1 Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

11.2.2 Every employee shall have the right to inspect such materials upon request. Such inspection shall take place during the normal business hours of the District Office without loss of compensation. This review shall be under the supervision of a mutually agreed upon district designee.

11.2.3 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement the employee's own comments thereon. Such review, if requested, and preparation of response, shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

11.3 Probationary Period:

11.3.1 The District shall require all new employees to serve a minimum probationary period of 130 days of paid service, including authorized paid leave days (i.e. sick days, vacation days, and holidays). The District may, at its discretion, extend such initial probationary period for an additional period of up to 130 days of paid service, if circumstances

prohibit an accurate assessment of the employee's performance, thereby providing for a total probationary period of one 260 days. The affected employee shall be notified in writing of the extension of the probationary period and the reasons therefore no later than the 130th day of employment.

11.3.2 All classifications of employees in the unit will be placed on a probationary status upon appointment to a new assignment that is considered a promotion (Secretary I/Secretary II, etc.). The probationary period will be 130 days of paid service, including authorized paid leave days. Should the employee's performance be less than satisfactory during this probationary period, the supervisor shall prepare an evaluation with suggestions for correcting the deficiencies.

11.4 Informational Data to Employees: Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished a copy of the class specification, salary data, assignment or work location, together with duty hours and the prescribed work week, and the name of the immediate supervisor. The salary data shall include the annual, monthly or pay period; daily, hourly, overtime and differential rates of compensation, whichever are applicable. Annually, each permanent classified employee shall be furnished a copy of their current class specification, salary data, assignment or work location, duty hours and the prescribed work week, the immediate supervisor, copy of their accumulated sick leave, personal necessity leave, vacation leave and compensatory time off.

11.5 A probationary employee shall not be worked out of the assigned position.

ARTICLE 12 – HOURS AND OVERTIME

12.1 Work Week: The workweek shall consist of five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District. Nothing in this section shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a work week of less than forty (40) hours for all or any of its classified positions.

12.2 Work Year: Employees will be divided into 4 classes. Class 1 – 260 days, class 2 – 238 days, class 3 – 217 days, and class 4 – 195 days. If an employee is required to work more than the contracted number of days the employee shall be paid for such days at the regular rate of pay.

12.3 Work Day: A regularly assigned starting and quitting time shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours.

12.4 Changes in Assigned time: Any change in regularly assigned starting and quitting time may require a ten (10) working day notice or sooner if the employee agrees to a lesser notice of time change.

- 12.5 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed for that period of time to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis for that period of time.
- 12.6 Increase in Hours: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the same classification with the highest seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification in descending order of seniority until the assignment is made.
- 12.7 Meal Periods: All employees covered by the Agreement shall be entitled to an "uninterrupted" meal period after the employee has been on duty for no longer than five (5) hours. The length of time for such meal period shall be for no longer than ninety (90) minutes nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the mid-point of each work shift. No employee shall be required to take a split meal period.
- 12.7.1 An employee required to work during the meal period by their supervisor shall receive pay or compensatory time off at the rate of one and one-half (1 1/2) for all time worked during the normal meal period.
- 12.8 Rest Periods:
- 12.8.1 All bargaining unit employees shall be granted rest periods at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Such rest periods shall be in the middle of each work period whenever possible.
- 12.8.2 Specific periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Rest periods are part of the regular workday and shall be compensated at their regular rate of pay for the employee.
- 12.9 Overtime:
- 12.9.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1 1/2) times the regular rate of pay of the employee for all work performed.
- 12.9.2 For all CSEA employees overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or after the assigned quitting time.
- 12.9.3 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave,

vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

- 12.9.4 The workweek shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to 1 ½ times the regular rate of pay of the employee designated and authorized to perform the work.

An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his workweek, be compensated for at a rate equal to 1 ½ times the regular rate of pay of the employee designated and authorized to perform the work.

- 12.9.5 All hours worked on holidays designated by the Agreement shall be compensated as per Article 13.1.4.

- 12.10 Overtime Distribution/Approval: Overtime shall be distributed and rotated as equally as is practicable among employees in the bargaining unit within each department at each site/area proximity. An employee must have prior approval from the employee's supervisor to work overtime or accept an overtime assignment.

- 12.11 An employee working less than eight (8) hours a day, and less than forty (40) hours per week, who is asked to work additional hours shall not be paid overtime, unless the employee works more than eight (8) hours a day or more than forty (40) hours per week.

- 12.12 Permanent Classified Employees Working Substitute Hours: A substituting permanent classified employee shall receive their current rate of pay, or the substitute rate whichever is greater. Substitute pay is based on step 1 of the position being substituted.

- 12.13 Work Shifts and Differential Compensation:

- 12.13.1 Split Shift: Employees in the bargaining unit whose assigned shift contains one or more periods of unpaid time whose total exceeds ninety (90) minutes, shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

- 12.13.2 Swing Shift: If fifty percent (50%) or greater of an employee's work time schedule is between the hours of 3:00 PM and 11:00 PM, the employee shall be paid a shift differential of five percent (5%) above the employee's regular rate of pay for all hours worked. An employee, who receives a shift differential premium, shall not suffer any reduction in pay, including differential, when assigned temporarily for less than twenty (20) workdays to the day shift.

- 12.13.3 Graveyard Shift: If fifty percent (50%) or greater of an employee's work time schedule is between the hours of 11:00 PM and 7:00 AM, the employee shall be paid a shift differential of seven and one-half (7 ½) percent above the employee's regular rate of pay for all hours worked. An employee, who receives a shift differential premium, shall suffer no reduction in pay, including differential, when assigned temporarily for less than twenty (20) workdays to the day shift or swing shift.
- 12.13.4 Any employee in the bargaining unit who receives shift differential pay in accordance herewith shall have an eight (8) hour duty assignment that will not include a paid meal period.
- 12.14 Compensatory Time Off:
- 12.14.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for approved overtime work up to an accrued maximum of eighty (80) hours. Any additional approved overtime work shall be paid in cash.
- 12.14.2 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.
- 12.15 Minimum Call-In Time:
- 12.15.1 Any employee called in to work on a Saturday, Sunday, holiday, or when the employee is not scheduled to work shall receive a minimum of two (2) hours of pay at the overtime rate, irrespective of the actual time worked. If, upon request, an employee agrees to work on an unscheduled work day for at least the number of hours the employee is regularly assigned to work, the employee shall be paid at the employee's regular rate of pay unless otherwise required by law.
- 12.15.2 Any full-time employee called in to work prior to the employee's assigned starting time, then released from work duties to return to work again at the employee's regularly assigned starting time shall be compensated for at least two (2) hours of work at the overtime rate, regardless of the actual time less than that required to be worked.
- 12.15.3 Any part-time employee called in to work prior to the employee's assigned starting time, then released from work duties to return to work again at the employee's regularly assigned starting time shall be compensated for at least two (2) hours of work, regardless of the actual time less than that required to be worked, at the employee's regular rate of pay up to the time at which the employee has completed eight hours of work, at which time the employee shall be compensated at the overtime rate.
- 12.16 Contracting Out: The District shall not lay off unit employees in order to contract out for work or services.

12.17 Reduction of Hours: Supervisory, management, student or volunteer employees will not be routinely used to reduce bargaining unit hours. Volunteers will be used in various settings to compliment the existing work force and maximize services to students.

12.18 Emergency School Closures: During closure of an entire school during a regular instructional day because of emergency situations, such as weather conditions or power outages, classified personnel shall not be required to remain at work or report to work if certificated personnel and students are sent or allowed to go home or are not required to report to work or school except when needed for emergency purposes. Employees who work when others are released shall be compensated at time and ½ for actual hours worked extra.

If a power outage occurs during the daylight hours, employees can be required to work up to, but not exceeding four (4) hours while power remains off. If a power outage occurs after dark, employees can be required to work up to, but not exceeding, two (2) hours while power remains off.

12.19 Non-Duty Days:

12.19.1 This section shall apply only to class 1 employees. Such employees are contracted to work a maximum of two hundred sixty (260) days. Should the District's fiscal year include more than two hundred sixty (260) working days, any employee required to work in excess of the required two hundred sixty (260) day contract, shall be compensated for the additional time/day(s) worked at the employee's regular rate of pay in accordance with this agreement.

12.19.2 The District shall cause all affected class 1 employees to be notified by July 1 of each fiscal year that a condition of more than two hundred sixty (260) working days will exist for that fiscal year, and each employee shall be informed as to whether or not the District shall require the employee to work in excess of a class 1 contract. If the District does not require the employee to work in excess of the contracted days, then the excess time/day/(s) shall not be worked by the employee nor compensated for by the District, and it shall be the employee's responsibility to take the excess time/day(s) off at a time to be mutually convenient to the employee and immediate supervisor.

ARTICLE 13 – VACATIONS & HOLIDAYS

13.1 Holidays:

13.1.1 All employees shall be entitled to paid holidays as attached in Appendix B, provided the employee is in paid status during the work day immediately preceding or the work day succeeding the holiday.

13.1.2 Employees who are not normally assigned to duty during Spring and Winter recess periods shall be paid for those holidays occurring during such recess,

provided that they were in paid status during the work day of the normal assignment immediately preceding or succeeding the holiday period.

13.1.3 When a holiday herein listed falls on a Sunday, the following workday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding workday shall be deemed to be the holiday in lieu of the day observed.

13.1.3.1 If the District requires any classified employee to work a work week other than Monday through Friday, and a holiday herein listed falls on the employee's regular day off, the District shall provide a substitute holiday for such employee on the preceding or succeeding work day.

13.1.4 When a employee is required to work on any said holiday, the employee shall be paid compensation or given compensatory time off for such work, in addition to regular pay received for the holiday, at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked less than eight (8) hours. For hours worked in excess of eight (8) hours, the employee shall be paid compensation or given compensatory time off for such work, in addition to regular pay for the holiday, at the rate of two and one-half (2 ½) times the overtime rate of pay.

13.1.5 Additional Holidays: Unit members shall be entitled to paid holidays in accordance with the provisions of Education Code section 45203.

13.2 Vacation:

13.2.1 Unit employees who work a class 1 – 4 schedule shall earn vacation on a fiscal year basis July 1 through June 30 on the following basis:

<u>Years of Service</u>	<u>1 – 5 Years</u>	<u>6 – 11 Years</u>	<u>12 years and above</u>
195 days	10.67	15.17	16.97
217 days	10.83	15.83	17.83
238 days	11	16.5	18.7
260 days	12	18	20.4

13.2.2 When an employee in the bargaining unit is terminated for any reason, the employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination providing the employee has completed the first six (6) months of employment.

13.2.3 Earned vacation shall not become vested until the completion of the initial six months.

13.2.4 Compensation for vacation time shall be based on the employee's regular rate of pay at the time vacation commences.

13.2.5 Request for Leave: An employee must request leave on designated district forms and submit to the immediate supervisor. This request shall be

returned to the employee within 10 days with either an approval or denial. If a request is denied, or a response is not returned within ten (10) days, it may be appealed to the superintendent.

13.2.6 The District shall honor the employee's vacation requests in order of hire date seniority within each department and in consideration of District needs and other scheduling conflicts. If an employee is asked to cancel their scheduled vacation costs associated with the employee cancellation shall be reimbursed by the District.

13.2.7 If for any reason an employee is not allowed or was unable to use all or part of the employee's vacation, the amount not taken shall, by mutual agreement of the employee and the District, be accumulated for use in the following year or be paid for in cash. Class 4 employees shall be paid for unused vacation whether or not they were unable or were not allowed to use the accrued vacation time. In no event shall vacation accumulate for more than one (1) year after the date it was earned.

13.2.8 CSEA and the District encourage employees to take their vacation days in the year in which they are earned. Employees, who have been employed for more than one (1) year, may elect to carry over all vacation into the summer recess. No more than five (5) days vacation from the prior year can be carried forward after the employee's first duty day. Employees must notify the Business Office by June 1 in order to carry forward any days accrued or the days will automatically be carried forward.

13.2.9 Vacation may be taken at any time in the same fiscal year in which it is earned, up through the first day of the school year after which it is earned, with the approval of the employee's immediate supervisor. The first duty day following the summer recess is to be established by the employee's immediate supervisor and may not necessarily be the first school day.

13.2.10 A unit member may extend vacation with the approval of his or her supervisor.

13.2.11 **Interruption of Vacation**
An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

13.3 Vacation Scheduling

13.3.1 Vacation shall be scheduled at a time requested by bargaining unit employees so far as possible within the District's work requirements.

13.3.2 Vacations shall be taken during the fiscal year in which they are earned with the approval of the employee's immediate supervisor.

- 13.3.3 By March 1, each school/department shall be responsible to establish a school calendar for the following school year (so long as a Board approved calendar is available) with a maximum of three weeks during the year when vacation is not allowed (blackout period). The blackout period may be different for different classifications of employees. There must be adequate time on the yearly schedule available for all employees in the department to schedule vacation.
- 13.3.4 All bargaining unit members shall submit requests for vacation in writing between May 1-30 for the following fiscal year. During this time, vacation will be scheduled by seniority. Employees will be notified of approval/denial by June 15.
- 13.3.5 Unit members who do not submit their vacation request between May 1-30, will have their vacations approved on a first come, first served basis, consistent with the employer's ability to provide services. Any vacation requests submitted on the same day for the same vacation day shall be approved on a seniority basis.
- 13.3.6 Whole weeks of vacation shall be given priority scheduling over single days.
- 13.3.7 Unit members shall be responsible to schedule vacations during the year.
- 13.3.8 Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect the previously scheduled vacation of any other unit member.
- 13.3.9 In the event the employer cancels pre-approved vacation days, those days may be carried over. In exceptional circumstances, the employer may approve carryover in excess of 10 days.

ARTICLE 14 – LEAVES

- 14.1 Personal Illness and Injury Leave:
- 14.1.1 Full-time employees shall be entitled to twelve (12) days leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full-time shall be entitled to that portion of the twelve (12) days leave as the number of hours per week of scheduled duty relates to the number of hours/months for a full-time employee.
- 14.1.2 If an employee does not utilize the full amount of leave as authorized in 14.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 14.1.3 After all earned leave as set forth in 14.1.1 above is exhausted; additional non-accumulated leave shall be available for a period, not to exceed one hundred (100) working days, per fiscal year. The amount deducted for leave purposes from the unit member's salary for any month in which the absence occurs shall not exceed the amount actually earned by a substitute

employee employed to fill the employee's position during that employee's leave. The one hundred (100) working days period shall begin on the 1st day of absence due to illness or injury, part of which may run concurrently with fully paid accrued sick leave days for the purposes of counting allowable days.

- 14.1.4 Upon request by the District, an employee shall be required to present a doctor's certificate (MD, Medical Doctor; or DC, Doctor of Chiropractic) verifying the personal illness or injury and/or a medical authorization to return to work, if such illness or injury exceeds three (3) working days. The District may require, at no additional expense to the unit member, a medical statement or examination by either the unit member's or the District's physician or licensed practitioner whenever there is reasonable cause to believe that sick leave is being used for other than its intended purpose, a unit member is not medically fit to report to work or prior to the employment of a prospective member.
 - 14.1.5 Whenever possible, an employee must contact the employee's immediate supervisor or school secretary or other employee responsible for securing substitutes as soon as the need to be absent is known, in order to permit the District time to secure a substitute.
 - 14.1.6 An employee who is absent shall have leave deducted from accumulated leave on the basis of one hour's absence for one hour of accumulated leave, or quarter hour portions thereof.
 - 14.1.7 Each employee may request a verbal update of the accumulated leave. Such requests shall be complied as soon as possible.
- 14.2 Personal Necessity Leave. No more than seven (7) days shall be allowed under this section. For purposes of this provision, personal necessity is defined as:
- a. Death or serious illness of a member of the employee's immediate family.
 - b. An accident involving the employee's person or property, or the person or property of an employee's immediate family. Under no circumstances shall leave be available for purposes of personal convenience, for the extension of a holiday or vacation period, for matters that can be taken care of outside the work hours, or for recreational activities.
 - c. The appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other made with jurisdiction.
- 14.3 With the exception of the circumstances listed in 14.2.a and 14.2.b., the employee must obtain prior written approval on a leave form from the immediate supervisor before using personal necessity leave.
- 14.4 An employee shall submit a report of absence form to the District for reporting leaves taken pursuant to this contract within five (5) working days of the employee's return to work. Pursuant to leave granted under this Article in Section

14.2, no written or verbal explanation of the purpose of such leave granted for two (2) of these days shall be required by the employee excepting to the extent of a declaration by the employee that such leave was used for "Personal Necessity".

14.5 Bereavement Leave:

14.5.1 An employee shall be entitled to a maximum of three (3) working days of absence, or five (5) working days leave of absence if out-of-state travel is required, without loss of salary as a result of the death of any member of the employee's immediate family.

14.5.2 For purposes of this provision an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee, or the aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, foster children, step-parent, or step-children of the employee.

14.6 Leave for Pregnancy Disability:

14.6.1. Employees are entitled to use sick leave as set forth in Section 14.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District and at District expense.

14.6.2 Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section 14.1 has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District at District expense.

14.6.3 The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced, and, if at all possible, to the employee's position with all rights, benefits and burdens of a permanent employee.

14.7 Industrial Accident Leave: Each classified employee shall be eligible for industrial accident and illness leaves of absence.

- 14.7.1 On-the-job accident or illness: Such accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund of the Industrial Accident Commission.
- 14.7.2 Notification: Employees shall notify the personnel office within twenty-four (24) hours when an injury or illness occurs arising out of and in the course of employment.
- 14.7.3 Length of leave: Allowable leave for each accident or illness shall be for a period of not more than sixty (60) working days. Such leave shall not be accumulative from year to year.
- 14.7.4 Commencement of leave: Industrial accident or illness shall commence on the first day of absence.
- 14.7.5 Overlapping leave: Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- 14.7.6 Reduction of leave: The leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 14.7.7 Rate of Pay: During any paid leave of absence, the employee shall be paid the salary due him for any month in which the absence occurs.
- 14.7.8 Indemnity checks: While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate salary warrants and deduct there-from normal retirement and other authorized deductions.
- 14.7.9 Use of sick leave: Upon termination of industrial accident leave, the employee shall be entitled to the benefits provided for sick leave by law, and his absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full salary.
- 14.7.10 Residence during leave: Any employee receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the Board authorizes travel outside the state.
- 14.7.11 Break in service: Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service.

- 14.7.12 Reinstatement: Any time an employee on industrial accident or illness leave is able to return to work he shall be reinstated in his position (without loss of pay or benefits).
- 14.8 Judicial Leave:
- 14.8.1 Employees will be provided leaves of absence to appear as a witness in court, other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee. The employee shall submit a written request for an approved absence before the beginning date of such leave.
- 14.8.2 Employees will be provided leave of absence for regularly called jury duty.
- 14.8.3 The above leaves of absence in 14.8.1 and 14.8.2 will be paid up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, exclusive of mileage and meal allowance.
- 14.9 Military Leave:
- 14.9.1 Leaves for annual Training Duty: An employee who has rendered paid service to the District for at least one (1) year, upon the presentation of the employee's military orders to the District for review, shall receive pay for a period not to exceed thirty (30) calendar days per year. Employees should attempt to schedule military service at a time that will not conflict with regular school duties.
- 14.9.2 Short-Term Military Leave: Such leave will not jeopardize regular pay status. Application must be made to the District for approval.
- 14.9.3 Long-Term Military Leave: An employee who enlists, is inducted, or is recalled to active duty shall be granted a leave of absence for the period of such enlistment or required service. Such employees who have service in the District for a minimum of one (1) calendar year immediately before the day on which the absence begins, shall be entitled to receive salary or compensation for the first thirty (30) days of such leave.
- a. Upon completion of the service requirement, the employee shall be reinstated in the position held at the time of enlistment or induction, provided that the employee returns within six (6) months of the date of discharge, and the period of absence shall not be construed to be a break in service.
- 14.10 Sick Leave Credit: An employee who has accumulated fifty percent (50%) of the allotted annual sick leave for five (5) years within seven (7) years, shall receive five (5) additional days of vacation. Compensatory or vacation time shall not be used in lieu of sick leave for purposes of this compensation. This shall be retroactive to July 2003.

- 14.11 Seniority Rights: All leaves will be scheduled within a department or area on the basis of seniority. For purposes of this section, hire date will be used to establish seniority. Whenever possible, working hours, shifts, bus runs, job sites, etc. shall also be scheduled on this basis.
- 14.12 Reduced Work Year: Any permanent employee hired in an eleven (11) or twelve (12) month position who seeks a reduced work year may be granted a leave of absence not to exceed two (2) months. Said leave shall be by employee's request on an annual basis only. Such leave of absence shall be without pay and shall not be considered a break in service. All health and welfare benefits will be maintained by the District.
- 14.12.1 Holidays during such unpaid leave of absence are to be forfeited and sick leave and vacation will not be earned. Any employee electing to take unpaid leave of absence will retain all rights and benefits of a permanent, full-time employee.
- 14.12.2 Eleven (11) or twelve (12) month employees who are on unpaid leave have the option to be paid in twelve (12) equal payments. The Business Office must be notified by July 1 of each school year of the employee's intent.
- 14.13 The Board may grant additional leave of absence at the employee's request, with or without pay.
- 14.14 Catastrophic Leave Program: Employees may assist other employees through the Catastrophic Leave Program as outlined in Board Policy 4262.
- 14.15 The provisions of the Federal Family Medical Leave Act and the amended California Family Medical Leave Act shall be operative as applicable to this agreement.

ARTICLE 15 – SAFETY

- 15.1 The District shall recognize its obligation as an employer to provide bargaining unit employees with safe working conditions.
- 15.2 The District shall comply with the applicable provisions of the California State Occupational Safety and Health Act.
- 15.3 Bargaining unit employees are obligated to report any condition or practice that they feel unsafe or hazardous or potentially unsafe to their immediate supervisor immediately upon notice or discovery. If the District fails to respond to reports of unsafe conditions, the matter may then be subject to grievance.
- 15.4 The District agrees to provide any protective equipment or uniforms required by law to be worn or used by the employee in carrying out the regular duties of the position. In addition, the District agrees to provide protective clothing and equipment that will improve the employee's performance through increased comfort and convenience.

ARTICLE 16 – COMPENSATION AND BENEFITS

16.1 Compensation:

- 16.1.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the Salary Schedule. See appendix A.
- 16.1.2 Longevity: After completion of the twelfth (12th) year of service with the District, unit employees shall receive an additional seven hundred dollars (\$700.00) per year. (\$2.69/day)
- After completion of the fourteenth (14th) year of service with the District, unit employees shall receive an additional five hundred dollars (\$500.00) per year. (\$1.92/day)
- After completion of the sixteenth (16th) year of service with the District, unit employees shall receive an additional three hundred dollars (\$300.00) per year. (\$1.15/day)
- 16.1.3 Group Income Protection Insurance Coverage: The District shall provide all full time unit members with an Income Protection Insurance Policy at employee expense. CSEA shall mutually agree on the provider.
- 16.1.4 Salary Payment: Class 2, 3, & 4 employees shall be paid their annual salaries in eleven (11) equal payments beginning in August in any year in which their first duty day is in August. However, those employees working less than 260 days with the District (class 2, 3, & 4) contracted employees shall be eligible, upon individual request, to have their annual salaries paid on a twelve (12) month basis.
- 16.1.5 Salary Overpayments: An overpayment is defined as any compensation received to which the employee was not entitled. The following procedures shall apply to any salary overpayments.
- a. Employees shall be given thirty (30) calendar days notice in writing prior to the deduction and an explanation of the circumstances and amount of the overpayment.
 - b. Overpayments less than fifty dollars (\$50.00) shall be deducted as a single amount.
 - c. Overpayments in excess of fifty dollars (\$50.00) shall be deducted in ten (10) equal amounts or by other mutual agreement between the employee, the CSEA designee and the Superintendent or the employee's designee.
- 16.1.6 Meals, Travel & Lodging: Employees shall be reimbursed for all expenses incurred during the performance of their duties (i.e., meals, lodging, travel, etc.).

- a. Mileage Reimbursement: When an employee travels by private auto in lieu of District provided transportation, mileage shall be paid at the rate of thirty-nine cents (\$0.39) per mile. Employee must have denied district transportation slip.
- b. Meal Reimbursement: Employees are to be paid for meals at the rate of six dollars and fifty cents (\$6.50) for breakfast, seven dollars and fifty cents (\$7.50) for lunch, and fifteen dollars (\$15.00) for dinner. Overnight trip meal per diem will be twenty-nine dollars (\$29.00) per day. Meal reimbursements for overnight trips shall be considered a per diem allowance and receipts shall be required. Gratuities and alcoholic beverages are not reimbursable expenses.
- c. Lodging Reimbursement: Whenever possible, lodging shall be paid for in advance by the District. If an employee is required to seek overnight lodging during the course of duties, the full cost of such lodging shall be reimbursed by the District upon completion by the employee of the appropriate forms required by the District. All lodging must be pre-approved.

16.1.7 Activity Coverage

Classified employees shall be compensated for extra duties listed below:

16.1.7.1 Schedule of Compensation

- | | | |
|----|-------------------------------|-------------------------|
| 1. | Football/Dance | \$ 65.00 per game/dance |
| 2. | Basketball, Volleyball | \$ 45.00 per game |
| 3. | Baseball, Softball, Wrestling | \$ 40.00 per game |

16.2 Combined Positions Salary: Employees working/hired in more than one job classification shall be paid at the salary range of each respective classification.

16.3 Health Benefits:

16.3.1 The District shall pay no more than eight hundred seventy-six dollars and sixty-seven cents (\$876.67) per month on a twelve (12) – month basis for all District provided health and welfare benefits. If at any time the total cost of any plan selected by CSEA exceeds the sum of eight hundred seventy-six dollars and sixty-seven cents (\$876.67) per month, all excess costs shall be deducted by means of a monthly employee payroll deduction over a twelve (12) – month period beginning in September and ending in June. If a newly-hired employee works less than a full year, the deduction shall be prorated over the number of months remaining in the school year beginning in the first month of employment and ending in June and shall be for the actual cost of the benefits purchased for the employee within the cap. Benefits shall cover the employee for the term of the agreement.

16.3.2 The health and welfare insurance plans shall be chosen by CSEA and subject to District approval on an annual basis by July 1st of each year for the duration of this agreement.

16.3.3 If CSEA chooses to change the insurance plan, notification of such proposed change shall be made to the District by August 1st of each year. Any proposed change in insurance plans shall be approved by the District. The District shall not change health plan administrators of such coverage's without notifying CSEA of its intent and, within thirty (30) calendar days, negotiating the effects of such change prior to any change being effected or implemented.

16.3.4 Subject to the negotiated health and welfare cap, the District will pay health and welfare benefit premiums for all employees as follows:

- a. All unit members who regularly work eight (8) or more hours per day, forty or more hours per week, shall be entitled to receive the District's negotiated contribution for health and welfare benefits, subject to the negotiated cap. Employees hired for forty (40) or more hours per week, and who work 9 months or more, are considered full-time and required by the Administrator to enroll in all coverage's offered by the District.
- b. Unit members who regularly work six and one-quarter (6 ¼) hours or more but less than eight (8) hours per day, may elect to participate in the Health and Welfare Plan as well, but in such instances, the District's contribution shall only be a pro rata basis. For example, an employee who works six and one-quarter (6 ¼) hours per day, per week, (78.12% of eight hours) shall be entitled to 78.12% of the contribution for an eight-hour employee.
- c. Employees who are employed for less than six and one-quarter (6 ¼) hours per day shall have the right to purchase, at their own expense, all or any portion of the Health and Welfare benefits provided by the District. Employees must enroll for the entire premium year.
- d. An employee may only enroll during the enrollment period and must participate the full plan year.
- e. Any employee working less than full time who was enrolled in District paid health benefits prior to unification shall remain eligible for those benefits after unification.

16.4 Professional Growth: The District shall provide the professional growth program as set forth in Article 18.

16.5 Retiree Benefits: The District shall maintain health and welfare benefits for all employees eligible and receiving the benefits at the time of retirement and who retire from District employment at age 50 or later with at least ten (10) years of service credit with the District, as follows:

1 st year of retirement:	District contribution at \$11,000 time of retirement
-------------------------------------	--

2 nd year of retirement:	\$ 5,000 towards health and welfare benefits or cash equivalent
3rd year of retirement:	\$ 5,000 towards health and welfare benefits or cash equivalent

Employees who are receiving pro-rated benefits at the time of retirement, and who meet the eligibility requirements, shall receive a pro-rated retiree benefit corresponding to their pro-rated benefits. An employee may elect to take cash payments in lieu of benefits.

An employee may also choose the option of the Golden Handshake, if offered, during that school year, and the employee qualifies for it, in lieu of participating in the above retiree health and welfare program.

- 16.6 Upon retirement, unused days of sick live shall be reported to retirement system for credit.
- 16.7 Any employee hired prior to 12/1/05 shall be eligible for 5 years of service versus 10 years of service retirement eligibility.
- 16.8 Voluntary Deductions
Employees electing to participate in a voluntary retirement plan (i.e., 403b) shall be required to pay the administration fees through a payroll deduction.

ARTICLE 17 – WORK SITE

- 17.1 Employee Work Site:
 - 17.1.1 The work site for all employees of the District shall be specified in writing at the time of hire or upon 30 calendar days advance notice prior to the first day of school. The employee shall be reimbursed for additional mileage and travel time required to reach any other work site location beyond normal mileage from employee’s home at the time of hire to designated site and travel time thereto. The District at any time may change an employee’s work site and shall for the balance of the year pay the additional mileage and travel time. The following year the employee will have the new designation with no compensation for travel or mileage.
 - 17.1.2 Any employee choosing to change work sites on the basis of seniority shall not be entitled to any additional mileage or travel time, other than that being received prior to the change. If such change results in a decrease in mileage and travel time, the employee shall receive the lesser amount, if still eligible under Section 17.1.1.
 - 17.1.3 An employee required to leave a personal vehicle at a designated work site shall, upon request, be provided District transportation for reasons of personal necessity as defined in Article 14.2 when such employee does not otherwise have transportation available. Such transportation shall be

provided to either the employee's nearest vehicle or to an alternative destination, whichever is less.

- 17.1.4 Any employee changing work sites through involuntary or administrative transfer shall be reimbursed as per Section 17.1.1 above.

ARTICLE 18: PROFESSIONAL GROWTH

- 18.0 The professional growth program for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do their job well; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his/her relations with students, other employees, the public, and to be in line for promotional opportunities.
- 18.1 Those classified personnel who have attained permanent status in the District and who are employed to work a minimum of twenty (20) hours per week per school year will be eligible to earn professional growth units/credits.
- 18.2 Granting Professional Growth Units:
- 18.2.1 A maximum of sixty (60) semester units, verified by transcripts may be earned through participation in any of the following types of activities.
- a. Courses taken from an accredited college, university, trade or business school. Each course must meet the minimum contact hours for credit allowance; that is, fifteen (15) hours per unit.
 - b. Adult school courses. Determination of the amount of credit to be granted to these courses shall be based on the following scale: Fifteen (15) hours per unit granted.
 - c. Other educational activities that are sponsored by professional, business, or appropriate community organizations and which are approved by the District. Credit equaling less than one-half (1/2)-semester unit [for seven and one-half (7 1/2) hours of class time] will not be allowed; however, the hours for similar activities, such a series of workshops, may be combined to meet the minimum requirement.
- 18.2.2 No credit shall be given for professional growth activities completed prior to the employee's beginning date of employment.
- 18.2.3 Courses may not be repeated for credit unless special permission has been received in advance from the District.
- 18.2.4 Credit Upon Re-employment: If a classified employee who is being paid professional growth credits terminates employment with the district for any

reason and is subsequently re-employed within thirty-nine (39) months in a classified position, the employee shall be entitled upon such re-employment to credit for any professional growth to which previously entitled.

18.3 Professional Growth Approval:

- 18.3.1 All courses must be pre-approved and a member must submit proposed course to the District Office on an appropriate form (Appendix F) two weeks prior to the start of course for approval.
- 18.3.2 An employee must receive approval from the immediate supervisor and Superintendent or designee.
- 18.3.3 No later than September 15th, the employee shall submit transcripts or grade slips which verify that the units/degree and/or other professional activities were satisfactorily completed; that is, that a grade of "C" or better or of "pass" was received on each, and that the course work had been completed prior to the first day of school.
- 18.3.4 An employee shall comply with all professional growth regulations.
- 18.3.5 A maximum of twelve (12) units may be granted to an employee in a given year.

18.4 Professional Growth Pay Schedule:

- 18.4.1 The professional growth units shall be granted beginning with the fiscal year following the earning of the units.
- 18.4.2 An employee shall be compensated \$.20 per day per professional growth unit.
- 18.4.3 Anyone who receives a degree shall be paid \$250.00 for an Associated of Arts/Science Degree (AA/AS) or \$500.00 per year for a Bachelor of Arts/Science Degree (BA/BS) for a maximum of \$500.00 per year for both degrees.
- 18.4.4 No employee shall receive more than the equivalent of \$.20 per professional growth unit per day up to a maximum of sixty (60) units. Total cap equals \$2,295 for class 4 employees, \$2,550 for class 3 employees, \$2,805 for class 2 employees, and \$3,060 for class 1 employees.

ARTICLE 19 –AGENCY SHOP

It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

20.1 Employee Deductions:

- 20.1.1 CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, saving bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) working days of the deduction all sums so deducted.
- 20.1.2 The District shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.
- 20.1.3 The District shall deduct the initiation fees and dues in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

20.2 Service Fee:

- 20.2.1 Each employee who fails voluntarily to acquire or maintain membership in CSEA shall be required as a condition of continued employment, beginning on the thirtieth (30th) working day following the beginning of such employment, or within thirty (30) working days after the ratification of this Agreement, whichever occurs later, to pay to CSEA a service fee as a contribution toward the administration of this Agreement and the representation of such employees. The service fee shall be in the same amount and payable at the same time as CSEA's regular dues, exclusive of initiation fees.
- 20.2.2 In the event any employee shall fail to tender periodic dues or service fee, CSEA shall give a notice in writing to the District requesting the discharge of such employee. The District shall notify the employee of the receipt of such letter, and if the employee shall not tender the dues or service fee within twenty-four (24) hours after service of notice on the District, the District shall be required to discharge the employee. Such discharged employee shall not be re-employed until the District has been notified in writing by CSEA that the discharged employee has become a member in good standing or executed a written authorization for the deduction of a service fee as provided in this section.

20.3 Religious Objection:

- 20.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support CSEA as a condition of employment with the

District. However, such unit members may be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal revenue Code as follows:

- a. American Cancer Society
- b. American Heart Association
- c. Muscular Dystrophy Association
- d. Boys and Girls Club

20.4 Deduction and Payment of Charitable Contributions:

20.4.1 Any unit member who claims the religious exemption set forth in section 20.3 must file a written statement to this effect with the District and CSEA within 30 working days of the ratification of this agreement or their initial employment.

The employee shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the four (4) organizations listed above, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representation. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

20.5 CSEA shall indemnify, defend and hold the District harmless from any and all claims, suits or any other action, including attorneys' fees, arising from the implementation of, or duties created by, this Article. In addition, the Association shall specifically reimburse the District, its officers, agents, employees, or representatives for all reasonable legal fees and legal costs incurred as a result of any such claim, suit or action.

ARTICLE 21 – DURATION

21.1 Length of Agreement: This Agreement shall become effective on July 1, 2010, and shall continue in effect to and including June 30, 2013, and shall thereafter continue in full force and effect until sixty (60) calendar days thereafter or a successor agreement is approved, whichever occurs first. Salary, health and welfare benefits and two other contract language changes may be reopened annually by mutual consent of the parties. Signed and entered into this _____

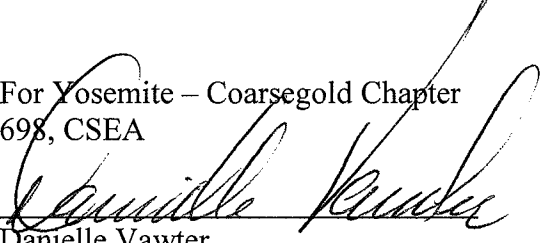
Other Terms and Conditions. Except as set forth above, all other terms and conditions of the existing collective bargaining agreement shall remain unchanged for the 2010-11, 2011-12, and 2012-13 school years.

For the Yosemite Unified School District

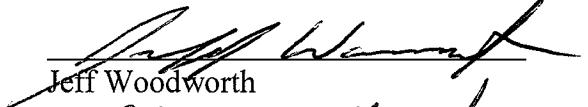
Srini Vasan
Lead Negotiator

Steve Raupp
Superintendent, YUSD

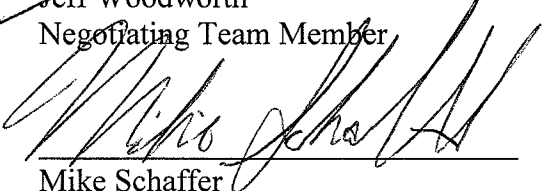
For Yosemite – Coarsegold Chapter
698, CSEA



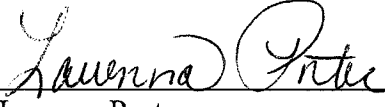
Danielle Vawter
Lead Negotiator



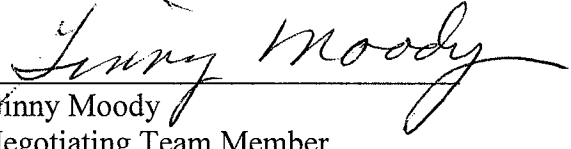
Jeff Woodworth
Negotiating Team Member



Mike Schaffer
Negotiating Team Member



Lawnna Porter
Negotiating Team Member



Ginny Moody
Negotiating Team Member

John Moseley
CSEA Representative

**APPENDIX A
YOSEMITE UNIFIED SCHOOL DISTRICT
2010-2011**

	10		11		12		13		14		15		17		
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
Ag Technician															Electrician
Activity Assistant	1780	10.26	2031	11.72	2280	13.16	2534	14.63	2784	16.06	3037	17.52	3540	20.43	Lead Mechanic
Cafeteria Asst. I	1906	10.99	2157	12.44	2410	13.89	2658	15.33	2911	16.80	3161	18.25	3664	21.13	
Campus Supervisor	2031	11.72	2280	13.16	2534	14.63	2784	16.06	3037	17.52	3285	18.96	3790	21.86	
Elementary School Aide	2157	12.44	2410	13.89	2658	15.33	2911	16.80	3161	18.25	3413	19.68	3916	22.60	
Media Center Aide	2280	13.16	2534	14.63	2784	16.06	3037	17.52	3285	18.96	3540	20.43	4042	23.32	
Office Clerk/Typist	2410	14.63	2658	15.33	2911	16.80	3161	18.25	3413	19.68	3664	21.14	4168	24.04	
Warehouse Clerk	2534	15.33	2784	16.06	3037	17.52	3285	18.96	3540	20.43	3790	21.86	4293	24.77	
	2658	16.06	2911	17.52	3161	18.25	3413	19.68	3664	21.14	3916	22.60	4422	25.51	
	2784	16.80	3037	18.25	3285	19.68	3540	20.43	3790	21.86	4042	23.33	4554	26.27	
	2911	17.52	3161	18.25	3413	19.68	3664	21.14	3916	22.60	4168	24.04	4690	27.06	

Football/Dances \$ 65.00
 Basketball/Volleyball \$ 45.00
 Baseball/Softball/Wrestling \$ 40.00

**2010-2011 School Year Calendar
Yosemite Unified**

August 2010 (12)

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 12th & 13th - Teacher Work Days

Legend

Vacation

February 2011 (15)

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

September 2010 (21)

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



September 6 - Labor Day

October 18th - 22nd - Fall Break

March 2011 (23)

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 2010 (16)

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 11 - Veteran's Day

November 12th - No School

November 24 - 26 - Thanksgiving

December 20, 2010 -

December 31, 2010

Winter Break

April 2011 (15)

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2010 (17)

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

January 17 - Martin Luther King Day

February 21st - 25th - President's Week

April 6th - 21st Testing Window

April 22nd - 29th - Spring Break

May 2nd - 16th Testing Window

May 2 - Day 153 (85%)

May 26th - 27th No School

May 30 - Memorial Day

May 2011 (19)

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December 2010 (13)

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



June 9, 2011 - Teacher Work Day

June 2011 (6)

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Graduation Dates

YHS - June 8, 2010

Coarsegold - June 9, 2010

Rivergold - June 7, 2010

Alternative - June 3, 2010

January 2011 (20)

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

177 Instructional Days

3 Teacher Work Days

180

July 2011

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APPENDIX C
Yosemite Unified School District
Grievance Report Form
Level II

Name of Grievant: _____

Name of Immediate Supervisor: _____

Date of Level I Meeting: _____ Group Grievance yes no

Section(s) of agreement and provisions alleged to be violated: _____

Statement of grievance: _____

Steps taken to resolve through informal means: _____

Steps to remedy the grievance: _____

Signature: _____

Date: _____

Copy Sent to: CSEA President
Immediate Supervisor
Superintendent

APPENDIX D
Yosemite Unified School District
Grievance Report Form
Level III

Name of Grievant: _____

Date Filed: _____ Group Grievance yes no

A. Copy of the original grievance attached

B. Decision rendered at Level II: _____

C. Statement of reason for Level II grievance: _____

Steps to remedy the grievance: _____

Signature: _____ Date: _____

Copy: CSEA President
Immediate Supervisor
Superintendent

APPENDIX E
Yosemite Unified School District
Grievance Report Form
Level IV

Name of Grievant: _____

Date filed: _____

A. Copies of Level II and III attached.

B. Grievance Committee:

1. CSEA selection: _____

2. District selection: _____

3. Committee's selection: _____

C. Committee's recommendation to Board of Trustees: _____

Signatures of committee:

CSEA: _____

District: _____

Neutral: _____

Copy: Superintendent
Board
CSEA President

APPENDIX F
YOSEMITE UNIFIED SCHOOL DISTRICT
APPLICATION FOR PROFESSIONAL GROWTH CREDIT
CLASSIFIED EMPLOYEES

Date of Application _____

Employee Name _____

Current Job Assignment _____

Description of Proposed Professional Growth Activity: (Course Title, Institution, Etc.)

Date of Class or Activity: Begins _____ Ends _____

Semester Units _____

Describe how the proposed professional growth activity applies to your present job classification and responsibilities with the District: _____

Employee's Signature _____

Approval Procedure: All Professional Growth Credit applications **must** be approved prior to the beginning of the activity or class requested. Application forms, available in the Business Office, should be completed and submitted to the Superintendent's Office **at least two (2) weeks prior** to the course or activity registration date. Courses or activities taken without proper approval **will not** be counted as part of the Professional Growth Program.

The primary consideration for approving Professional Growth activities will be entered upon the direct application of that which is to be gained through the employee's participation in the activity to his or her current job assignment.

Approved () Denied () _____
 Supervisor's Signature Date

Approved () Denied () _____
 Superintendent's Signature Date

Comments: _____

Distribution: Employee's Personnel File

Employee

Payroll Department

 Employee's Signature

 Date

APPENDIX G
CALIFORNIA EDUCATION CODE
SECTIONS OF INTEREST

45101 (a)	Definitions
45101 (g)	Definitions
45110	Inconsistent Duties; Compensation
45113	Rules and Regulations for Classified Services in Districts Not Incorporating the Merit System
45127	Workweek
45128	Overtime
45129	Compensatory Time Off
45137	Fringe Benefits of Part-Time Classified Employees
45165	Payment of Compensation
45168	Deductions for Dues of Employee Organization
45185	Temporary Assignment
45191	Leave of Absence for Illness or Injury
45193	Leave of Absence for Pregnancy
45194	Bereavement Leave of Absence
45197	Annual Vacations
45200	Interruption or Termination of Vacation Leave
45203	Paid Holidays
45206	Substitute Holiday
45207	Personal Necessity
45298	Re-employment and Promotional Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time
45308	Order of Layoff and Re-employment; Length of Service

Copy of California Education Code with Union President, Superintendent, Business Manager, and in Library.

2010 APPENDIX H

CLASS:	Range
Business Accounting	
Account Clerk I	12
Account Clerk II	13
Account Clerk III	14
CLASS: Child Nutrition	
Cafeteria Assistant I	10
Café' Clerk	11
Cafeteria Assistant II	11
Cafeteria Lead	13
CLASS: Clerical	
Office Clerk/Typist	10
Clerk	11
Receptionist	11
Secretary	11
Attendance Clerk	12
Counseling Technician	12
Data Information Technician	12
Responsibility Center Technician	12
Secretary I	12
Special Ed. Secretary/Testing Facilitator	12
Summer School Secretary	12
Testing Facilitator	12
Attendance Analyst	13
Elementary School Secretary/Registrar	13
Secretary II	13
Alternative Education Coordinator	14
Lead Adult Education	14
Registrar	14
CLASS: Computer Services	
Data Base Coordinator	14
CLASS: Instruction	
After School Activity Assistant	10
Ag Technician	10
Elementary School Aide	10
Media Center Aide	10
Career Education Technician	11
Library Technician	11
Paraeducator NCLB	12
Tutorial Program/Title I Tech NCLB	12
Lead After School Director	13

2010 APPENDIX H

CLASS: Maintenance & Operations	
Warehouse Clerk	10
Custodian	11
Groundskeeper	11
Utility Worker	12
Pool Maintenance Technician	13
Warehouse/Purchasing/Bus Driver	13
Warehouse Manager	14
Heating and Air Specialist	14
Lead Groundskeeper	14
Lead Maintenance	14
Journeyman Tradesman	15
Electrician	17
CLASS: Multimedia Services	
Webmaster	14
CLASS: Security	
Campus Supervisor	10
CLASS: Student Services	
Health Aide/Clerk	11
Student Support Facilitator	15
CLASS: Transportation	
Vehicle Service Worker	12
Bus Driver	13
Bus Trainer	13
Mechanic	13
Lead Transportation	14
Lead Mechanic	17