

**AGREEMENT BETWEEN
DEHESA SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
DEHESA CHAPTER #663**

**July 1, 2013
to
June 30, 2016**

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ARTICLE 1: PARTIES TO AGREEMENT

- 1.1 This Agreement is made and entered into this 1st day of June by and between DEHESA SCHOOL DISTRICT, hereinafter referred to as the "District," and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its, DEHESA CHAPTER #663, or its successors, hereinafter referred to as "Association."
- 1.2 If the District proposes any new position to the unit which is not currently found in Appendix "A," the District will propose and consult with Association on any such changes. If within fifteen days, the Association does not consent to the changes proposed by the District, and the District implements such changes, the District will negotiate with the Association over the implemented changes following satisfaction of the Public Notice Provisions of the Educational Employment Relations Act. Such changes as implemented by the District shall be considered tentative and interim until such time as the parties complete the negotiations process.

ARTICLE 2: RECOGNITION

- 2.1 Acknowledgment: The District hereby acknowledges the Association is the exclusive bargaining representative for all classified employees (hereinafter referred to as "employees") holding those positions described in Appendix A attached hereto and incorporated by reference as a part of this Agreement. Any modifications of the recognized unit shall be made in accordance with the rules and regulations of the Public Employment Relations Board, hereinafter referred to as "PERB."

All newly created positions except those that lawfully are certificated management, confidential or supervisory shall be assigned to the bargaining unit.

ARTICLE 3: NO DISCRIMINATION

- 3.1 Discrimination Prohibited: No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 It is understood and agreed that 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 are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; 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; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; legally contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, promote, layoff, terminate, and discipline employees; and to determine the effects and impact of any action implementing these rights, insofar as they do not diminish the specific provisions of this Agreement, and to determine the impacts and effects of any matter which is outside the scope of representation.
- 4.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District. The adoption 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 terms of this Agreement, and then only to the extent such terms are in conformance with law, and shall not be subject to the grievance procedure of this Agreement.
- 4.3 It is not the intention of the parties in setting forth the above-mentioned rights of the District to diminish in any way the rights of the Association or of unit members as set forth in this Agreement.

ARTICLE 5: ORGANIZATIONAL SECURITY

It is the mutual intention of the CSEA and Dehesa School District 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.

Dues/Representation Fees

5.1 Current Employees: Unit members who are CSEA dues-paying members as of the Governing Board ratification date of this Agreement, or who subsequently become CSEA members through voluntary dues deduction, shall retain membership for the life of the Agreement.

5.1.1 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 CSEA a service fee in an amount not to exceed the periodic dues of CSEA for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

5.1.2 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

5.1.3 Any employee 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. However, such employee shall be required, in lieu of a service fee required by paragraph 5.1.1 to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. United Way
- b. Make-a-Wish Foundation
- c. Children's Hospital

Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of financial support to CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.

- 5.2 New Employees: Notwithstanding the provisions of paragraph (d), all unit members new to the District, hired on or after April 1, 1998, shall become CSEA dues-paying members or pay a service fee to the CSEA. Membership applications must be submitted to the chapter treasurer within thirty (30) days of the employee's hire date.
- 5.3 Dues and Service Fees: The district shall deduct, in accordance with the CSEA dues and service fees schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all employees who are member of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the employee.
- 5.3.1 The district shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the district shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to paragraph 5.1.3 above.
- 5.3.2 Along with each monthly payment to CSEA, the district shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 5.3.3 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 5.3.4 The district shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.
- 5.3.5 Upon being notified by the CSEA chapter treasurer that a member of the bargaining unit has failed to pay required service fees to CSEA, either by authorizing payroll deductions or by direct payment, the district shall deduct and pay to CSEA that employee's service fees until such time as CSEA notifies the district that other arrangements have been made for the payment of such fees. A payroll deduction authorization form shall not be required for such deductions.

- 5.4 Religious Objection: Any bargaining unit employee having membership in 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 any employee organization, except that the unit member is required, in lieu of service fee payment to the CSEA, to pay an amount equal to the service fee to any nonreligious/non labor organization exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
- 5.5 Hold Harmless Provision: CSEA agrees to reimburse the district, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this agreement or the implementation thereof.
- 5.5.1 CSEA agrees to reimburse the district, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the district, or other party claiming reimbursement, has complied with the terms of this article and has promptly notified CSEA of its awareness of its awareness of such a action.
- 5.5.2 CSEA shall have the exclusive right to decide and determine whether such action shall be compromised, resisted, defended, tried, or appealed.
- 5.6 Forwarding of Dues: All membership dues and services fees shall be forwarded to the CSEA. The District shall not be obligated to put into effect any new or changed deduction until the next pay period commencing twenty (20) days or more following written notification by the CSEA to the Business Manager.

ARTICLE 6: ASSOCIATION RIGHTS

- 6.1 Association Rights: The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 6.1.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of the Association and the equal alternative right of employees to refuse to form, join and participate in lawful activities of the Association.
 - 6.1.2 The Association shall have the right to make use of school buildings for meetings without charge upon execution of proper request forms provided that meetings do not interfere with school use and are in accordance with board policy and state law for use of school facilities.
 - 6.1.3 The Association shall have the right to use without charge designated employee association bulletin boards for the posting of information or notices concerning the Association.
 - 6.1.4 Duly authorized representatives of the Association (non district employees) shall have the right to transact official business on school property, provided that this shall not interfere with, or interrupt normal school operations.
 - 6.1.5 The District and the Association shall mutually develop an orientation package and the District shall provide that package to each newly hired classified employee. The District will also provide time for the classified bargaining unit to meet annually for orientation at the beginning of the school year.
 - 6.1.6 CSEA officers shall have reasonable release time to conduct necessary CSEA business.
 - 6.1.7 Release Time for Conference: The district shall allow five (5) days paid release time for one delegate to attend CSEA Annual Conference.
 - 6.1.8 The District shall provide a complete seniority roster which will include the name, classification and hire date of the employee.
 - 6.1.9 The Association and the District shall mutually agree on the yearly calendar.

6.2 Distribution of Contract: Within thirty (30) days of the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

ARTICLE 7: DEFINITIONS

- 7.1 District: Shall mean the Board of Trustees or its designee.
- 7.2 Association: Shall mean Association and its Dehesa Chapter #663 of the California School Employees Association or its designee.
- 7.3 Superintendent/Principal: Shall mean the chief executive officer of the District, or the chief executive officer's designee.
- 7.4 Board of Trustees: Shall mean the public school employer.
- 7.5 Employee or Unit Member: Shall mean a member of the bargaining unit which is represented by the Association.
- 7.6 Permanent Employee: Shall mean a member of the bargaining unit who has achieved permanent status in the District.
- 7.7 Probationary Employee: Shall mean a member of the bargaining unit who has served less than six (6) months in regular District service and, therefore, has not achieved permanent status.
- 7.8 Day: Shall mean any day on which the District Administration Office is open for business.
- 7.9 Immediate Supervisor: Shall mean the lowest level management team member that supervises a specific position/classification.
- 7.10 In loco parentis - "In the place of a parent; instead of a parent: charged tactitiously, with a parent's rights, duties, and responsibilities."
- 7.11 Seniority: Shall mean the date of hire of an employee within class, plus higher classes. A complete seniority roster shall be maintained by the District (reference Article 6.18).

ARTICLE 8: EVALUATION

- 8.1 Performance evaluations for all regular permanent and probationary employees shall be obtained at specified intervals during the work year. Evaluations shall be reported on appropriate forms (Appendix B) in accordance with the following provisions:
 - 8.1.1 Performance evaluations shall be submitted to all probationary employees by the conclusion of the third and fifth month of the probationary period or as soon thereafter as practicable.
 - 8.1.2 Performance evaluations shall be submitted to all permanent employees annually, on or before June 1.
 - 8.1.3 Additional evaluations for either a permanent or probationary employees may be used at times other than those regularly specified.
 - 8.1.4 The evaluation shall be prepared and presented by the Immediate Supervisor, Business Manager or Superintendent/Principal who shall review and discuss it with the employee. The employee shall sign the evaluation. A copy is to be given to the employee. The employee shall have the right to initiate a written reaction or response to the evaluation. Such responses shall become an attachment to the evaluation and be placed in the employees personnel file.
 - 8.1.5 Information of a derogatory nature shall not be placed in an employee's personnel file until the employee is given notice and opportunity to review and comment thereon.

ARTICLE 9: DUTY HOURS

- 9.1 **Workweek:** The workweek for full-time employees is forty (40) hours of work performed on five (5) consecutive workdays. Any work regularly scheduled contrary to Monday-Friday shall be mutually agreed upon by the employee and the District.
- 9.1.1 **Flexible Work Week:** The District may establish a 10-hours per day, 40-hour, four consecutive day week for all or certain classes of its employees, or for employees within a class when by reason of the work location and duties actually performed by such employees, their services are not required for a work week of five consecutive days provided the establishment of such a work week has the concurrence of the concerned employees, class of employees, or classes of employees as ascertained through the Association.
- 9.2 **Workday:** The length and starting time of any employee's workday shall be at the discretion of the District. The workday for full-time employees is eight (8) hours of work exclusive of the meal period. Each bargaining unit member shall be assigned a fixed, regular and ascertainable minimum number of hours per day, days per week and months per year.
- 9.3 **Meal Period:** Each employee working five (5) or more hours per day shall be entitled to a minimum of a 30-minute duty-free period for meals. This period shall be in addition to the normal workday for pay purposes.
- 9.4 **Rest Periods:** Each employee working three and one-half or more hours per day shall be entitled to paid rest periods as provided below:
- 9.4.1 An employee who works at least eight (8) hours shall receive two (2) fifteen-minute rest periods.
- 9.4.2 An employee who works at least six (6) hours but less than eight (8) shall receive two (2) ten-minute rest periods.
- 9.4.3 An employee who works at least three and one-half (3.5) hours but less than six (6) shall receive one (1) fifteen minute rest period.
- 9.5 **Overtime:** Overtime shall be compensated at a rate of pay equal to time and one half (1 1/2) of the regular rate of pay of the employee involved. Overtime is defined as time required and authorized by the District to be worked in excess of a normal eight (8) hour day and in excess of forty (40) hours in any workweek. An employee shall be compensated for any work

required to be performed on the sixth and seventh day following the commencement of the workweek at a rate one-and-one-half (1 1/2) times the regular rate of pay of the assigned employee. An employee will be paid at the overtime rate in addition to regular pay for hours worked on holidays.

9.5.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

9.5.2 All hours worked on holidays designated by this Agreement shall be compensated at two-and-one-half (2 1/2) times the regular rate of pay.

9.6 Compensatory Time: An employee in the bargaining unit shall have the option to elect, providing the District mutually agrees, to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the Business Manager within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.5 of this Article.

9.7 Standby Time: All standby time shall be considered as regular hours worked for all employees and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

9.8 Call Back Time: Any employee called back to work after completion of a regular assignment shall be compensated for at least two (2) hours at the employee's regular rate of pay, irrespective of the actual time less than that required to be worked. More than eight (8) hours worked in one day will be paid at an overtime rate of pay.

9.9 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall be compensated for at least four (4) hours pay at the employee's regular rate of pay. Less than eight (8) hour employees shall be compensated for two (2) hours, or half of their regularly scheduled work hours, whichever is greater.

9.10 Summer Session or Summer School:

9.10.1 Summer school assignments for all aide classifications shall be on the basis of District seniority.

9.10.2 If the most senior member of the combined aide classifications declines to serve, the next most senior person will be offered the position. If that person declined to serve, they will be rotated on the seniority list as though they had, in fact, served.

- 9.10.3 The hired aide(s) position will be rotated annually to provide equity to all members of the aide classifications.
 - 9.10.4 For the purpose of summer school, the classification of Multimedia Center Leader shall be considered an aide classification.
 - 9.10.5 The district shall formally post job opportunities of Summer School.
 - 9.10.6 The District shall also forward a memo to all qualified employees notifying them of the opportunity.
 - 9.10.7 Summer school job opportunities shall be offered on a rotating seniority basis.
 - 9.10.8 Seniority lists shall be updated annually and posted after discussion and agreement between CSEA and the District.
- 9.11 Work Schedule: The employee's work schedule shall be established at the time of initial employment. A change in work schedule is defined as the modification of an employee's start and/or end time of a workday. The work schedule may be changed under the following circumstances.
- a. When mutually agreed to by the employee and his/her supervisor;
 - b. In an emergency; or,
 - c. When an employee is given a minimum of thirty (30) calendar days written notice prior to the effective date of a permanent change in work schedule or five (5) workdays written notice for a temporary change in work schedule.

The employee's supervisor will discuss, with the employee, any problems affecting the implementation of work schedule changes.

Employees may be temporarily exempt from a permanent change in work schedule providing the employee verifies enrollment in a course in an institution of higher education or presents child care problems which conflict with the proposed work schedule change and which cannot be rescheduled at a time compatible with the proposed work schedule.

- 9.12 Catalina Island Marine Institute Chaperone: At its discretion, the District will select adult participants for the annual CIMI trip. Annually, an announcement will be made to determine interest in attending CIMI as a

chaperone. This announcement will be made to district employees first. Unit members will be given the opportunity to apply.

The District reserves the right to determine if a selection will be made of a unit member, or any other person, at its discretion.

If selected, a unit member shall be compensated according to the Fair Labor Standards Act and the Education Code. The District, at its discretion, shall determine the hours and duties, in accordance with the law.

If a unit member is selected, the hours, rate of pay, and total compensation shall be as follows:

The CIMI chaperone's work day shall consist of 14 hours on duty (8 hours at regular rate of pay and 6 hours at time and one-half). The remaining 10 hours shall be considered "down time" (sleep and meals).

9.13 After hour's special events:

Special events conducted on school grounds such as but not limited to open house, back to school night, carnival, holiday and talent shows, community and parent club meetings, shall require a maintenance/custodian during event and to lock up after. The extra work will be offered to the most senior maintenance/custodial on a rotating basis. If all maintenance/custodian decline the work, it will be offered on a rotating basis, to other classified employees from the seniority list. The exception during Governing Board and COVOC meetings Management will be responsible for locking up.

ARTICLE 10: TRANSPORTATION DEPARTMENT PROCEDURES

10.1 Assignments of Bus Routes

- 10.1.1 Drivers will bid for routes according to seniority.
- 10.1.2 Prior to the beginning of each school year initial bus routes will be established by the District Superintendent or Transportation Supervisor. The District and CSEA agree that bus driving, having been established as bargaining unit work, shall utilize bargaining unit members prior to utilizing any other district personnel. Initial routes will be developed to resemble, as closely as possible, the route that drivers had at the end of the previous year.
- 10.1.3 Initial routes will be posted four work days prior to the start of the school year, for the purpose of bidding. Drivers will be notified in advance regarding the place, date and time the bid process will be conducted
- 10.1.4 It is the responsibility of each driver to attend the bid process at the scheduled time. If that is not possible, the driver should indicate route preferences in priority order to the Transportation Supervisor authorizing him/her to bid by proxy.

10.2 Assignment of Buses: When changing routes, drivers may retain their assigned bus when capacity and equipment are compatible with requirements of the new route.

10.3 Modification and Requirement of Routes After Initial Bidding: Subsequent to the bid, it may be necessary to modify certain routes. When this occurs, the following procedures shall be used:

- 10.3.1 Modification Increasing Hours: When 30 minutes or more per day, on a consistent basis (5 consecutive days), is added to a route; drivers with greater seniority than incumbent driver, and less assigned time, will have the option to select the modified route.

When the above occurs, the displaced driver may exercise one of the following options:

- A. Accept a restructured route if available.

- B. Exercise seniority to ‘bump” the senior driver with assigned route time close to their previous assignment.

10.3.2 Modification of Routes Decreasing Hours: When 30 minutes or more per day, on a consistent basis (5 consecutive days), is deleted from a route; drivers shall have the following options:

When the above occurs, the displaced driver may exercise one of the following options:

- A. Accept a restructured route if available.
- B. Exercise seniority to “bump” the senior driver with assigned route time close to their previous assignment.
- C. From the date a driver is notified that their assigned route time will be reduced, they will be paid at their previously assigned route time for five consecutive days while the options stated above are being considered and arrangements made.

10.4 Assignments of Work in Lieu of Regular Assigned Driver Time: Occasionally, a portion of a regular assigned route may be deleted for a day or short periods of time; when this occurs, drivers shall be offered their regular number of work hours, assigned other work in lieu of canceled driving time.

10.5 Assignment of Field Trips: All field trips are open to all regular education and special education drivers. All field trips will be assigned to the most senior driver eligible on a rotating basis. Evening, holiday, weekend, and all-day trips are available to all employees regardless of route time. (Sixth grade camp, Floating Lab, etc.)

10.6 Summer Duties and Assignments During Non-Scheduled Work Days

10.6.1 Summer assignments and assignments during non-scheduled work days for all bus driver classifications shall be on the basis of seniority within the classification.

10.6.2 Each summer assignment or assignments during non-scheduled work days shall be offered first to the most senior driver in the classification. If the most senior bus driver declines the assignment, the next most senior bus driver will be offered the assignment.

10.6.3 The Transportation Coordinator shall work any non-scheduled work days for the purposes of routine maintenance of buses.

ARTICLE 11: PAY AND ALLOWANCES

- 11.1 **Regular Rate of Pay:** Status quo except the Chapter accepts the Districts offer of a 1% salary schedule increase for all bargaining unit members effective July 1th, 2013. 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 for in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.
- 11.2 **Special Payments:** Any payroll adjustment due a bargaining unit member as a result of working out of class, re-computation of hours, or reasons other than procedural errors shall be made and a supplemental check issued by the County Office as soon as possible following notice to the payroll department.
- 11.3 **Promotion:** Any member of the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class insuring an increase in pay at the regular percentage increment. No employee shall be eligible for promotion who has not satisfactorily completed the probationary period.
- 11.4 **Mileage:** Any employee in the bargaining unit required to use a private vehicle on District business shall be reimbursed at the current IRS mileage rate per mile for all miles driven on behalf of the District. This amount shall be payable in a separate warrant drawn against District funds within a reasonable time period after submission of the claim by the unit member.
- 11.5 **Meals and Lodging:** Bargaining unit employees, who as a result of work assignment are away from the District overnight or during meal periods, where the employee would not normally be on duty, shall be reimbursed for all necessary expenses for lodging and meals, providing the District is notified prior to such expenditures and pre-approves the amount.
- 11.6 **Out of Class Pay:** Unit members required to work out of classification for any consecutive period of time which exceeds five (5) working days within a fifteen (15) calendar day period shall be compensated at the regular rate of pay of the higher classification.
- 11.7 **Classification/Reclassification:** Changes in classifications shall be implemented by the District only after negotiations with the Association. Each unit member shall be provided an accurate and specific job description.
- 11.8 **Required Job Training:** The District shall recognize that certain classified positions may require special training. If such training is required and can

only be fulfilled on days other than the employee's regularly scheduled time, the District shall pay the employee their regular rate of pay for the mutually agreed upon training time spent.

11.9 First Aid and CPR Training: The District shall require all classified employees to be CPR/First Aid certified. The District shall provide CPR/First Aid training each year. A designated staff development day/dates and times shall be negotiated by CSEA and the District.

11.10 The District shall provide each classified employee a printout of their monthly sick leave and vacation balances with their monthly paycheck.

11.11 Professional Growth Program

11.11.1 Eligibility: Unit members who have had one year of satisfactory, successful service in a position in the district are eligible to participate

11.11.2 Program Description: The Professional Growth Program for unit members consists of job-related courses taken at accredited adult, trade or vocational schools, community colleges or universities, or approved professional workshops.

11.11.3 An employee is eligible to earn one (1) Range (15 units) a year to a maximum of six (6) Ranges. Any units over the fifteen (15) shall be applied to the next Range.

11.11.4 Credit shall not be given an employee for course work or workshops requested by the employee's supervisor and taken during the employee's work time.

11.11.5 The salary increase for each Range will be 4%.

11.11.6 To apply for credit toward course units, an employee must file a Declaration of Intent with the Review Committee prior to taking the course. After approval by the Review Committee, the courses may be taken. The course work must be passed with a letter grade of "C" or better, credit or pass. Upon completion of courses, the employee must submit official transcripts or certificates to the Business Manager verifying completion on or before June 15. The employee may choose to have transcripts or certificates held in their personnel file.

11.11.7 Review Committee: The Review Committee shall consist of two (2) members of the Association, including the Association Chapter President, and two (2) District members, one of whom

shall be the Superintendent/Principal. The responsibility of the Review Committee will be to determine that the courses or work groups submitted are job-related. The Committee shall decide the units to be given to workshops not credited in advance. The Committee shall have a pre-approved course subject list available.

11.12 Payroll Procedures:

11.12.1 Classified employees who work less than 12 months shall be paid in 11 equal monthly payments.

11.12.2 Employees will complete monthly timesheets if they work over their daily number of hours. These additional hours will be compensated on the following pay cycle, and require supervisor approval.

11.12.3 Employees will complete timesheets for all overtime hours.

11.12.4 Employees are required to complete and submit an annual calendar before the end of the fiscal year for the following year. These calendars would include all anticipated vacation days; however, employees are not required to take stated days. Calendars will be used by the District as guidelines only.

ARTICLE 12: EMPLOYEE BENEFITS

12.1 Health Insurance:

12.1.1 The District agrees to provide eligible employees health benefits. The District will pay a pro rata share of health benefits for employees that are hired/promoted to work twenty (20) hours or more per week. The District will pay full benefits for employees hired/promoted to work thirty (30) hours or more per week. . Coverage is for employees only. The District's cost will be **\$6,998.28** for the 2013 - 2014 school year for current employees only. The District will provide new employees hired after the ratification of this agreement, whom are eligible for health benefits, medical insurance of the least expensive medical insurance plan offered by the District. If the new employee chooses to opt for a more expensive plan, the difference in cost will be paid by the employee. Newly hired full time and less than eight (8) hour employees are not eligible to OPT out of medical insurance.

12.2 Dental Insurance:

12.2.1 For the life of this agreement, the District will provide dental insurance for all employees who are hired/promoted to work twenty (20) hours or more per week at an annual cost of **\$202.96**. Coverage is for employees only.

12.3 Life Insurance:

12.3.1 For the life of this agreement, the district will provide a \$10,000 life insurance policy for all employees who are hired/promoted to work fifteen (15) hours or more per week at an annual cost of **\$18.00**. Coverage is for employees only.

12.4 Vision Insurance:

12.4.1 For the life of this agreement, the district will provide vision insurance (VSP-VEBA) Plan B with \$ 25.00 Deductible for all classified employees at an annual cost not to exceed **\$91.12**. Coverage is for employees only.

12.5 Early Retirement Benefits:

12.5.1 Effective June 1, 2006, a unit member who has provided a minimum of fifteen (15) continuous years of service to the

district, who retires directly from district service to enter PERS service retirement, who is at least sixty (60) years of age on the effective date of retirement, shall be eligible, as of the date, to participate in the district medical benefit plan(s). The District contribution for this plan shall be equal to the contribution rate the member is entitled to at the time of their retirement, subject to that contribution and that plan being amended from time to time as a result of future negotiations. Eligibility will continue until the unit member reaches the age of 65 or becomes eligible for Medicare coverage, whichever occurs first.

The District will provide employees hired after July 1, 2006 (whom are eligible for health benefits as per the above clause) medical insurance of the least expensive medical insurance plan offered by the District. If the Employee chooses to opt for a more expensive plan, the difference in cost will be paid by the employee.

ARTICLE 13: EMPLOYEE EXPENSES AND MATERIALS

- 13.1 Uniforms: The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees.
- 13.2 Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish equipment or gear, or to reimburse the employee upon preapproval by the District, for the full cost of procuring such. Employees shall be required to comply with all safety regulations.
- 13.3 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 49406 or its successor.

ARTICLE 14: HOLIDAYS

- 14.1 **Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with fifteen (15) paid holidays as follows:

Independence Day
Labor Day
Admission day (or day in lieu of)
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (or day in lieu of)
Christmas Day
New Year's Eve (or day in lieu of)
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Spring Vacation Day - Friday
Memorial Day

- 14.2 **Holidays on Saturday or Sunday:**

14.2.1 When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

- 14.3 **Holiday Eligibility:**

14.3.1 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday whenever such events occur within the regular working schedule.

ARTICLE 15: VACATIONS

15.1 Eligibility: All members of the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis: July 1 - June 30.

15.2 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

12 Month Employees		10 Month Employees	
<u>Years</u>	<u>Days</u>	<u>Years</u>	<u>Days</u>
1-5	12	1-5	10
6 -10	15	6-10	12.5
11-15	18	11-15	15
16+	21	16+	17.5

(Vacation time is calculated in hours)

15.3 Vacation Pay Upon Termination: When a bargaining unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. This right is not vested until after completion of the six (6) months of probationary service.

15.4 Length of Workday Determines Length of Vacation Day: Vacation is paid on the basis of the proportionate length of the assigned work-day, up to a maximum of eight (8) hours per day.

15.5 Carryover of Vacation: Up to one year of accumulated unused vacation days shall be carried over into the next year. However, after one year of carryover, where circumstances beyond the control of the parties prevent scheduled vacation from being taken, the vacation will be rescheduled at times requested by the employee and approved by the District. If it is impossible to reschedule the vacation the employee shall be paid for all unused vacation.

15.6 When Vacation May Be Taken: Vacation may, with the approval of the District, be taken at any time during the school year.

15.6.1 Ten (10) month employees shall receive accrued vacation pay during the Christmas and spring recess periods. Any excess days of vacation shall be paid in the June warrant.

15.6.2 Twelve (12) month unit member vacations shall be scheduled at times which are mutually agreeable between the District and the employee.

- 15.7 Holidays: When a holiday falls during the scheduled vacation of any unit member, such day shall not be considered a vacation
- 15.8 Interruption of Vacation: An employee covered by this agreement 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.

ARTICLE 16: LEAVES OF ABSENCE

16.1 A unit member shall be credited with, and may use, annual and accumulated sick leave allowance as of the first day of the employment year, if the unit member has notified the school. However, new employees shall not be eligible to take more than six (6) days, or the proportionate amount to which entitled, until the first day of the calendar month after completion of six (6) months active service with the District. An employee working less than eight (8) hours per day shall have sick leave benefits prorated in the same ratio as their regular work schedule bears to eight (8).

16.1.1 Sick Leave: A unit member of the District shall be allowed sick leave for personal illness or injury under the conditions set forth below:

16.1.1.1 For Personal Illness

16.1.1.1.1 Annual sick leave allowance, full salary. Full time employees shall be entitled to one (1) full day per month for each month worked with full pay depending on monthly assignment during the fiscal year of employment.

16.1.1.1.2 Extended Sick Leave: Annual Sick Leave Allowance Partial Salary. Regular classified employees shall once a year be credited with a total of one hundred (100) working days paid sick leave, including those entitled under 16.1.1.1.1 fully paid sick leave. Such fully paid sick leave shall be compensated at one hundred percent (100%) of the employees' regular salary: however, the remainder of the 100 days shall be compensated at fifty percent (50%) of the employees regular salary. (EC 45196)

16.1.1.1.3 The total unused number of full pay sick leave days shall accumulate without limit.

16.1.1.1.4 Regular ten month unit members employed during the summer shall receive sick leave benefits on a pro rata basis.

16.1.1.2 Sick Leave Without Pay: Whenever a unit member's paid sick leave allowance is exhausted, the unit member shall immediately apply to the Superintendent/Principal for sick leave without pay for a definite period of time. Approval of leave is at the sole discretion of the District. Such sick leave without pay shall be subject to renewal for a period up to a total of twelve (12) months.

In case of application for sick leave without pay, the unit member shall supply the Superintendent/Principal with a physician's statement. Application for sick leave without pay, together with a physician's statement, is to be submitted at least fifteen (15) days before exhaustion of paid sick leave time allowance, whenever possible.

16.1.1.3 Proof of Illness: If absence is more than five (5) days, a physician's certification may be required or other proof of illness satisfactory to the District. (Part-time employees will have sick leave/vacation calculated in hours.) The District reserves the right to require a unit member to provide a statement by a physician verifying the cause of absence and ability to return to full service.

16.2 Personal Necessity Leave: All unit members, at their election, may use up to seven (7) days of full pay leave provided under Leaves of Absences, 15.2 - Sick Leave in any fiscal year in cases of personal necessity, including any of the following:

16.2.1 The death of a member of the employee's immediate family when the number of days of absence exceeds the limits provided in the Bereavement Section of this Article.

16.2.2 Attendance of the funeral of a friend, or of a relative not specified in the Bereavement Section of this Article. Such absence shall be limited to one (1) day under the provisions of

this policy. Approval should be secured from the Superintendent/Principal prior to the leave.

16.2.3 **Graduation or Special Ceremony:** Attendance at a special ceremony or graduation at which the unit member or a member of the unit member's immediate family is the recipient of a degree, commendation, or special award. At least seven (7) days advance notice should be given to the Superintendent/Principal prior to the actual date of absence.

16.2.4 As a result of an accident or illness involving the member's person or property or the person or property of his/her immediate family.

16.2.4.1 The total number of days allowed in one fiscal year for such leave or leaves shall not exceed seven (7) days.

16.2.4.2 The days allowed shall be deducted from, and may not exceed, the number of full days of fully paid sick leave to which the employee is entitled.

16.2.4.3 The personal necessity leave will not be granted during a scheduled vacation or leave of absence.

16.2.5 Other Personal Necessity Leave: Leave for other personal necessities may be granted by the Superintendent/Principal. The criteria used to approve such leave will be that the reasons for the leave are beyond the immediate control of the employee and compel the unit member's presence or participation. The reason for the personal necessity leave must be specified in the request in order that a determination can be made that the nature of the leave compels an individual to be absent from assigned duties and is something more than a personal convenience to the employee or a situation created by the choice of the employee. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

16.3 Pregnancy Disability Leave: Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illnesses or medical disability. Such leave shall not be used for child care, child rearing or preparation for childbirth, 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 may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

The employee on leave for pregnancy disability shall be entitled to a position comparable to that held at the time the leave commenced.

Employees on unpaid leave have the right to maintain their health and welfare benefits by paying the total monthly premiums.

Employees returning from pregnancy disability leave shall give a minimum of fifteen (15) days notice to the District.

16.4 Parenting Event: All male/female classified employees shall be granted three (3) paid days paternity/maternity leave without loss of salary or benefits for the purpose of adopting, fostering, guardianship or the birth of his/her child. This leave may be used immediately, before, during or immediately after the parenting event of his/her child.

16.5 Parental Leave: A parental leave of absence without pay, not to exceed twelve (12) months, shall be granted to an employee for the purpose of child rearing as follows:

16.5.1 A male employee may request a leave to begin at anytime between the expected birth of a child and one year thereafter. The male employee must be a biological parent or individual who will stand in loco parentis to the child.

16.5.2 An employee adopting a child may request a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

16.5.3 If an employee so desires, within thirty (30) days of the expiration of the parental leave, said employee may request an extension of the leave for up to twelve (12) additional months through leave of absence as per District policy.

16.5.4 An employee on parental leave of absence shall not be denied the opportunity to substitute in the District by reason of the fact that the employee is on such leave of absence.

16.6 This article was combined with 16.4 on 2/28/14.

16.7 Leave Without Pay:

16.7.1 Leaves of absence without pay for up to thirty (30) working days duration for valid reasons may be granted at the discretion of the Superintendent/Principal. Such leave will not involve loss of position or privileges.

16.7.2 Leaves of absence without pay for longer than thirty (30) working days, but not to exceed one (1) calendar year, for valid reasons may be granted at the discretion of the Superintendent/Principal upon the recommendation of the appropriate supervisor. If such leaves are granted, it will be with the understanding that there will be no guarantee of position reassignment at the expiration of the leave, but the employee will be given consideration for such vacancies that may occur in the employee's class. Exception to this reassignment policy may be granted for employees on leave for illness or other urgent reasons, at the discretion of the Superintendent/Principal.

16.7.3 Attendance at or participation in observance of religious holidays. Absences for this purpose shall not exceed three (3) days in any fiscal year. At least seven (7) days advance notice shall be given to the Superintendent/Principal prior actual dates of absences.

16.8 Industrial Accident/Illness Leave: An employee shall be granted a leave of absence with pay for absences due to an industrial accident or illness in accordance with the following regulations:

16.8.1 Such leaves shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due him/her for the same injury or illness during the subsequent year.

16.8.2 Such leaves shall not be accumulative from year to year.

16.8.3 Salary received from the District during such leave plus wage loss benefit checks received under Workers' Compensation shall be endorsed to the District, and the District shall pay the employee's normal salary during the period of leave.

- 16.8.4 An employee receiving industrial accident/illness leave shall remain within the State of California unless prior approval is received from the District.
- 16.8.5 An industrial accident or illness means any injury or illness whose cause can be traced to the performance of services for the District.
- 16.8.6 An employee may use regular sick leave vacation, and other compensated time off to cover absences caused by industrial accident/illness. Regular sick leave shall be earned during an industrial accident/illness but will be reduced by the number of days so credited if the employee cannot return to work.

When all paid leaves of absence have been exhausted by a classified employee as a result of industrial accident/illness, such employee shall be granted a leave of absence without pay for a six-month period. The District may in its sole discretion renew the leave of absence without pay for two (2) additional six-month periods. When these leaves of absence have been exhausted, and if the employee is not medically able to assume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. Application for reemployment for such employee will be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an employee, who was classified as a permanent employee, is rehired within thirty-nine (39) months after the last day of paid service, the District shall restore all rights, benefits, and burdens of a permanent employee, as provided by law.

- 16.9 Military Leave: Leaves for Annual Training Duty -- a unit member, upon submission of the unit member's military orders, shall be granted a leave of absence without loss of salary to report for annual active duty training.
- 16.10 Judicial Leave: If a unit member (10 and 11 month) elects to postpone jury duty, the district will pay the current General Substitute rate of pay up to the number of hours regularly scheduled to work for jury service postponed and performed during non-duty days. This option is only for unit members who receive summons for jury duty scheduled during their normal work year. To qualify for this incentive, the unit member must:
 - a. Submit a request in writing to the Superintendent/Principal requesting this pay option: include a copy of the original jury service notice; and a statement indicating you have elected postponement of jury service to non-duty days.

- b. At the completion of the unit member's service the District must be provided the attendance certification with the daily hours worked. Payment will not be made without the attendance certification.
- c. The District Superintendent may discuss with the affected employee the practicality of seeking exemption from jury duty when acceptance would tend to materially disrupt the District's operation. This shall not be interpreted as an unlawful solicitation or suggestion, directly or indirectly, to any employee to seek exemption from jury duty.

16.11 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period not to exceed five (5) days. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any person living in the immediate household of the employee.

16.11.5 One (1) day for funeral attendance for other than immediate family.

16.12 Catastrophic Leave: In the event of a unit member's catastrophic illness or injury, the District and the Association will meet to consider a program allowing for employees to voluntarily donate to that unit member's accumulated regular sick leave.

16.13 Perfect Attendance: A stipend of \$200.00 (two hundred dollars) shall be paid to any unit member who completes a full fiscal year and does not use any sick leave or personal necessity days.

ARTICLE 17: TRANSFERS

- 17.1 Employee Requested Transfer: A member of the unit may request, in writing, a transfer from one assignment to another in the District when there are vacant positions.
- 17.2 Lateral Transfers: When a new position is created or an existing position becomes vacant, the District shall first consider lateral transfer requests to the position to unit members serving in the same class or related classes in the District.
- 17.3 Vacancies: Job announcements shall be posted by the District prior to being filled.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 **Purpose:** It is the intention of the parties to this Agreement to resolve all grievances equitably at the lowest possible administrative level. It is also the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

18.2 Definitions:

18.2.1 A **Grievant** may be any member or members of the California School Employees Association, or the Association, as covered by the terms of this Agreement.

18.2.2 A **Grievance** is an assertion, by a grievant, that involves the interpretation, application, or alleged violation of an express Agreement which adversely affects the term of this grievant.

18.2.3 A **Party-in-Interest** is any person who might be required to take action or against whom action may be taken to resolve a grievance.

18.2.4 A **Representative** is a co-worker, administrator, agent of the exclusive representative or legal counsel who shall represent any party-in-interest at the party-in-interest's election.

18.2.5 A **Day** is any day in which the central administrative office of the District is open for business.

18.2.6 The **Immediate Supervisor** is the lowest level management team member designated to adjust grievances.

18.2.7 The **Exclusive Representative** means the California School Employees Association and the Association.

18.3 Procedure:

18.3.1 **Step One (Informal):** An aggrieved person will first discuss the grievance (Appendix C) informally with the immediate supervisor with the objective of resolving the matter informally. In the event the matter is not resolved informally, the unit member may file a formal written grievance with the Business Manager. The formal Step One grievance is a clear, concise statement of the grievance which includes the circumstances involved, the section of the contract allegedly violated, the date

the alleged violation occurred, and the date of the informal conference referred to above. In no event may a written grievance be filed more than fifteen (15) days after the occurrence of the act or omission giving rise to the grievance.

The Supervisor/Business Manager shall provide the grievant a copy of his/her written response within fifteen (15) days of the receipt of a formal Step One grievance.

18.3.2 Step Two: If the aggrieved person is not satisfied with the disposition of the grievance at Step One, or receives no timely response from the Business Manager, he/she may appeal the grievance in writing with the Superintendent/ Principal within fifteen (15) days.

18.3.2.1 The grievant may be accompanied by a representative of his/her choice at this level and all successive levels.

18.3.2.2 Within fifteen (15) days after receipt of the appealed written grievance by the Superintendent/Principal, the Superintendent/ Principal or his/her designee will meet with the aggrieved person.

18.3.2.3 The Superintendent/Principal shall provide the grievant with a written decision within fifteen (15) days of the Step Two meeting.

18.3.3 Step Three: ADVISORY ARBITRATION Within fifteen (15) working days of the Superintendent/Principal's decision, the Association may appeal the grievance to advisory arbitration by filing a written demand for arbitration with the Superintendent/Principal.

Within ten (10) calendar days of the Superintendent/Principal's receipt of the demand for arbitration, the parties shall meet to select an arbitrator. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree upon an arbitrator within fourteen (14) days following the parties meeting, a list of seven (7) arbitrators shall be obtained from the California State Conciliation and Mediation Services.

Upon the receipt of the list of names, each party shall strike one name until only one name remains from the list. The party selecting the arbitrator shall be responsible for contracting the arbitrator to arrange the hearing.

The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific regulations, and State statutes and shall not have jurisdiction to add to, detract from or alter in any way, the provisions of the Agreement. In all cases an attempt shall be made by the District and the appealing party to mutually agree on a joint written submission of the issues to be presented to the arbitrator. If no joint submission is reached, each party shall submit its own statement of the issues to the arbitrator and to each other.

The arbitrator's decision and award shall be in writing and submitted to the parties. The award shall be advisory to the Board of Trustees. Appeal hearings by the arbitrator shall be private.

The fees and expenses incidental to the services of the arbitrator shall be split equally between the parties.

- 18.4 Board of Trustee Review: The Board of Trustees shall consider the arbitrator's recommended award and shall render a final and binding decision on the grievance within thirty (30) days of the Employer's receipt of the Arbitrator's advisory award. If the Board does not issue a timely final decision on the matter, the arbitrator's recommended award shall be deemed to have been adopted by the Board itself.

In the event the Board of Trustees exercises review rights referenced in the above section, the Association shall be notified in writing of the date, time, and location of said consideration. The Association, upon request, shall have the right to address the Board of Trustees, presenting verbal and or written argumentation supportive of the Association Position.

In the event the Board of Trustees adopts a decision different from that of the arbitrator, said decision shall be set forth in writing and issued to the Association within thirty (30) calendar days.

American Arbitration Rules: Any arbitration hearing conducted pursuant to this Agreement shall be done so in conformance with the American Arbitration Association Voluntary Labor Arbitration Rules.

- 18.5 Rights of Representation: A unit member may be represented at all stages of the grievance procedure by himself or herself or, at his or her option by a representative of the Association. If any employee is not represented by the Association or its representative, any resolutions reached without presence of the Association shall be made available to the Association for review and input before finalization.

18.6 Miscellaneous:

- 18.6.1 Decisions rendered at Step Two and at all subsequent levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and his/her supervisor, and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of any written decision by the parties in interest. Any grievance not filed timely or appealed within the time limits set forth shall be waived with no further processing.
- 18.6.2 The parties shall attempt to conduct all grievance meetings during non-work time. However, when it is necessary for a representative designated by the Association to attend a grievance meeting during the day and which cannot be scheduled during non-work time, he/she will, upon notice to his/her principal or immediate supervisor, and the President of the Association, be released without loss of pay, if during the workday, in order to permit participation in the foregoing activities.
- 18.6.3 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 19: SAFETY CONDITIONS

- 19.1 The Superintendent/Principal shall be responsible for the promulgation of safety rules for all classified employees and shall take reasonable steps to provide unit members a safe working environment. Employees shall immediately report unsafe working conditions to the Superintendent/Principal.

ARTICLE 20: CONCERTED ACTIVITIES

- 20.1 It is understood and agreed that there will be no strike, work stoppage, slowdown, or other interference with the operations of the District by the Association or by its officers, agents, or members of the bargaining unit during the term of this Agreement. The Board agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

ARTICLE 21: SAVINGS PROVISIONS

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

ARTICLE 22: SUPPORT OF AGREEMENT

- 22.1 The District and the Association agree that it is to their mutual benefit to support this Agreement and to encourage the resolution of differences through the meet and negotiations process. Therefore, it is agreed that the Association and District will not appear before the Governing Board to seek change or improvement in any matter subject to the meet and negotiations process, except by mutual agreement of the parties.

ARTICLE 23: DISCIPLINARY ACTION

- 23.1 Exclusive Procedure: Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.
- 23.2 Disciplinary Procedure:
- 23.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes but is not limited to dismissal, demotion, suspension, reduction in hours or class or transfer or reassignment without the employee's voluntary written consent.
- 23.2.2 Except in those situations where an immediate suspension is justified under the provision of this Agreement, an employee whose work or conduct is of such character as to incur discipline shall normally be warned by the supervisor. The supervisor shall normally in most circumstances which are not egregious, give a reasonable period of advanced warning to permit the employee to correct the deficiency without incurring disciplinary action. An employee who has received such a warning may appeal the warning notice.
- 23.2.3 Discipline less than discharge will be undertaken for corrective purposes only.
- 23.2.4 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent.
- 23.2.5 When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The notice shall indicate (1) the specific charges against the employee which shall include times, dates, and location of chargeable actions or omissions, (2) the penalty proposed, and (3) a statement of any permanent employee's right to a hearing.
- 23.2.6 The penalty proposed shall not be implemented until the employee has exhausted all rights under the grievance article.

- 23.2.7 An employee may be relieved of duties without loss of pay at the option of the District.
- 23.3 Emergency Suspension:
- 23.3.1 The Association and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence could lead to a danger to the lives, safety, or health of students or fellow employees, the District may immediately place the employee on administrative leave, with or without pay for up to three (3) days.
- 23.3.2 During the administrative leave, 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.

ARTICLE 24: COMPLETION OF NEGOTIATIONS

- 24.1 Both parties acknowledge that during the negotiations which preceded this Agreement, they had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and the understandings and agreements aimed at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitment of both parties.
- 24.2 The Association and the District mutually agree that for the life of the Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement.

ARTICLE 25:
TERM OF AGREEMENT

- 25.1 Term of Agreement: This Agreement shall be effective as of July 1, 2013 and shall continue in effect to and including June 30, 2016 and shall automatically remain in effect for each succeeding twelve (12) months, or until completion of a binding written agreement by the parties, which shall supersede this Agreement.
- 25.2 Reopener Clause: On or about March 15, 2014 either CSEA or the Governing Board may reopen for negotiations for the 2014 - 2015 school year, the Articles of this Agreement covering Pay and Allowances and Employee Benefits, as per Appendix "E" and Two (2) additional Articles of each party's choosing.
- 25.3 Reopener Clause: On or about March 15, 2015 either CSEA or the Governing board may reopen for negotiations for the 2015 - 2016 school year, the Articles of this Agreement covering Pay and Allowances and Employee Benefits, as per Appendix "E" and two (2) additional Articles of each party's choosing.

The Association and the District shall have the right to reopen the Agreement any time by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof, effective on the day and year set forth hereinabove.

For the District

For CSEA

2/28/14
Janet Wilson, Superintendent Date

2/28/14
Jackie Finch, President Date

April 17, 2014 _____
Date Ratified by the Board

_____, 2014 _____
Date Ratified by CSEA