

AGREEMENT

Between the

BLACK OAK MINE UNIFIED
SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION GOLD CHAIN CHAPTER
#660

July 1, 2017 through June 30, 2020

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1-1
ARTICLE II	RECOGNITION	2-1
ARTICLE III	ASSOCIATION RIGHTS	3-1
ARTICLE IV	DISTRICT RIGHTS	4-1
ARTICLE V	BARGAINING UNIT EMPLOYEE RIGHTS	5-1
ARTICLE VI	AVAILABILITY OF AGREEMENT	6-1
ARTICLE VII	GRIEVANCE PROCEDURE	7-1
ARTICLE VIII	CHECKOFF AND ORGANIZATIONAL SECURITY	8-1
ARTICLE IX	HOURS AND OVERTIME	9-1
ARTICLE X	COMPENSATION AND BENEFITS	10-1
ARTICLE XI	HOLIDAYS AND VACATIONS	11-1
ARTICLE XII	SICK LEAVE, PERSONAL LEAVE, AND OTHER LEAVES	12-1
ARTICLE XIII	LAYOFF AND RE-EMPLOYMENT	13-1
ARTICLE XIV	TRANSFERS, VACANCIES AND PROMOTIONS	14-1
ARTICLE XV	PROBATIONARY PERIODS (Ed. Code Section 45113)	15-1
ARTICLE XVI	PERFORMANCE EVALUATION	16-1
ARTICLE XVII	CLASSIFICATION, RECLASSIFICATION, ABOLITION OF POSITIONS	17-1
ARTICLE XVIII	SAFETY	18-1
ARTICLE XXIV	TRANSPORTATION	19-1
ARTICLE XX	PROFESSIONAL GROWTH	20-1
ARTICLE XXI	SAVINGS	21-1
ARTICLE XXII	ENTIRE AGREEMENT	22-1
ARTICLE XXIII	RELEASE TIME FOR CSEA OFFICER	23-1
ARTICLE XXIV	DURATION	24-1
Appendix A	SALARY SCHEDULE	
Appendix B	MEDICAL BENEFITS PLAN	
Appendix C	PROFESSIONAL GROWTH APPLICATION	
Appendix D	PROFESSIONAL GROWTH UNITS EARNED	
Appendix E	EVALUATION FORM	

ARTICLE I
PREAMBLE

- A. This Agreement is made and entered into this 1st day of July 1993, by and between Black Oak Mine Unified School District (hereinafter referred to as "District") and California School Employees Association, Gold Chain Chapter 660 (hereinafter referred to as "Association" or "CSEA").

ARTICLE II RECOGNITION

- A. The District confirms its recognition of the Association as the exclusive bargaining representative for that unit of employees recognized by the District per the Certification of Representative Form dated February 7, 1977.
- B. The following classified positions are included in the initial unit determination as follows:
1. **Class: Office-Support Services**
Classifications:
 - a. School Secretary
 - b. Office Manager, Independent Study
 - c. Pupil Personnel Secretary
 - d. Office Assistant
 - f. Account Clerk
 - g. Nurse Specialist
 - h. Business Secretary
 - i. Health Specialist
 2. **Class: Maintenance & Operations**
Classifications:
 - a. Maintenance II
 - c. Maintenance II: HVAC
 - d. Maintenance I
 - e. Grounds Maintenance II
 - f. Grounds Maintenance I
 - g. Custodian II
 - h. Custodian I
 - i. Utility Worker -- Maintenance
 3. **Class: Instructional/Media**
Classifications:
 - a. Computer Technician
 - b. Career Specialist
 - c. Art Specialist
 - d. Instructional Aide III
 - e. Computer Skills Aide
 - f. Job coach/Job Developer
 - g. Library Technician
 - h. Library Clerk
 - i. Instructional Aide II
 - j. Instructional Aide I
 - k. Campus Supervisor
 - l. RSP Aide
 - m. SDC Aide
 - n. Information Technology Technician
 - o. Workability I Program Coordinator

4. **Class: Food Service**

Classifications:

- a. Coordinating Kitchen Manager
- b. Kitchen Manager
- c. Cook
- d. Cafeteria Assistant

5. **Class: Transportation**

Classifications:

- a. Mechanic II
- b. Mechanic I
- c. Bus Attendant
- d. Bus Driver/Instructor
- e. Bus Driver
- f. Utility Worker – Transportation
- g. Utility Worker – Fuels
- h. Dispatch Operations Coordinator
- i. Courier

C. The following classified positions are specifically excluded from the bargaining unit:

- 1. Accounts Payable Technician
Administrative Secretary
Chief Fiscal Officer
Business Assistant
Personnel Services Coordinator
Superintendent's Secretary
Accounting Technician
Fiscal Technician

- 2. All other positions designated as Confidential and /or Management.

D. New classifications created within an existing class of positions will be subject to negotiations between the District and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

E. Non-bargaining unit employees filling positions on a substitute or short-term basis and persons who work only as playground supervisors or street-crossing guards shall not be a part of the bargaining unit nor represented by the Association.

ARTICLE III ASSOCIATION RIGHTS

- A. The Association and its members may use school buildings and facilities without charge upon prior approval by the site principal and the filing of the appropriate facility use form, provided such usage does not interfere with school activities or the educational program. Any use of facilities shall also be in conformance with the Civic Center Act and Education Code Section 40040.
- B. The Association may use District equipment as long as such use does not interfere with normal student instruction or work production of the District and there is no abuse of this privilege.
 - 1. District equipment generally considered to be available for Association use would be copier machines, computers, audio visual machines, typewriters, and furniture for special functions.
 - 2. For purposes of courtesy and communication representatives of the Association desiring to use District equipment shall request/advise the responsible administrator in advance of the use of any equipment by the Association.
 - 3. The Association shall be financially responsible to repair or replace any equipment damaged or broken during its use when in the possession of the Association.
- C. The Association shall pay for the cost of all materials and supplies used in the conducting of official Association business. Charges will be consistent with those set by the administration for the duplication of materials or use of supplies.
- D. The Association shall have the right to post notices on activities and matters of Association concern on bulletin boards so designated at each school site.
 - 1. The Association may use employee mailboxes and the District mail system between schools for communication to employees. Nothing contained herein shall be interpreted to allow use of employee mailboxes or the District's mail system in violation of federal or state law.
 - 2. All material/documents posted by the Association shall be identified by containing the name of the Association and a copy provided to the site principal and Superintendent.

- E. CSEA officers/designated representatives will have the right of access to areas in which bargaining unit employees work for the purpose of conducting Association business, providing that the conducting of such business will not interfere with the work of other employees working in the area.
1. Association officers and/or the CSEA field representative shall notify the site administrator in advance of meetings to conduct Association business with any group of employees.
 2. Reasonable time for right of access without prior notice to the site administrator shall be limited to: before and after normal work hours of the employee(s) involved, the regularly scheduled lunch period and/or rest periods for the involved employee(s) to be contacted.
 3. Right of access by the Association relative to the investigation or resolution of a grievance shall be arranged in advance by the Association president with the person's supervisor or site administrator.
- F. The Association President will be advised when new employees have been hired and/or existing employees have changed job status. The information will include the employee's name, work site, and classification.

ARTICLE IV DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the fullest extent of the law. Included but not limited to those duties and powers are the exclusive rights to:
1. Determine its organization.
 2. Direct the work of its employees.
 3. Determine the times and hours of operation.
 4. Determine the kinds and levels of services, and the methods and means of providing them.
 5. Establish its educational policies, goals, and objectives, ensure the rights and educational opportunities for students, and determine the curriculum.
 6. Determine staffing patterns, including the number and kinds of personnel required.
 7. Maintain the efficiency of District operations.
 8. Build, move, or modify facilities.
 9. Establish budget procedures, and determine budgetary allocations and the methods of raising revenue.
 10. Determine whether goods or services shall be made, purchased, or contracted for: to determine whether to utilize District personnel or services to complete major maintenance or construction tasks/projects.
 - a. The District will determine the method, means and personnel to be used to provide services.
 - b. The intent is to allow District employees the opportunity to be assigned the District's work first.
 11. Take appropriate action on any matter in the event of an emergency.
 12. The District retains the rights to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

- B. 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 specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- C. In cases of emergency, the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement. (The Association has the right to grieve, within the scope of this Agreement, any action taken by the District in changing policy, practice, or contract provisions during the time of an emergency.)
 - 1. Actions taken in cases of emergency will be temporary until the emergency is over.

ARTICLE V
BARGAINING UNIT EMPLOYEE RIGHTS

A. Discrimination

Neither the Board nor the Association will discriminate against any bargaining unit employee on the basis of race, color, sex, religion, national origin, age (as provided in federal and state law), handicap (as limited by state law), membership or lack of membership in an employee organization, or for participation in lawful employee organization activities or refraining from participation in employee organization activities.

B. Rights of the Employee

All bargaining unit employees will be entitled to all rights, benefits, and burdens of employment until termination through a freely tendered voluntary resignation or as otherwise provided by this Agreement, District policy, or state codes.

* Matters as cited in A and B are covered by federal and state statutes and the Educational Employment Relations Act.

ARTICLE VI
AVAILABILITY OF AGREEMENT

- A. The District shall make new contracts available to staff no later than 30 days after Board approval. In addition, the District and CSEA shall provide, without charge, a copy of this contract to every employee in the bargaining unit.
- B. The District will provide, at the time of employment, each new bargaining unit employee with a letter from the CSEA President and a copy of this Agreement.

ARTICLE VII GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a formal written statement by a unit member alleging that the District has violated, misinterpreted, or misapplied a specific provision of this Agreement.
 - (a) All other materials and disputes of any nature are beyond the scope of these procedures.
2. A "grievant" may be any employee of the District covered by the terms of this Agreement or the Association.
 - (a) The District may consider grievances of a like nature from more than one grievant as one grievance.
3. A "day" is any day in which school is in session in the Black Oak Mine Unified School District.
4. The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to administer grievances.
5. A "conferee" is a person who, at the request of the employee or administrator/supervisor, is invited to participate in a problem resolution conference or meeting to consider a grievance.
 - (a) The conferee cannot be an administrator who may subsequently hear the grievance.
6. Actions to change the general policies of the District as set forth in the rules and regulations of the administration and Board must be taken under separate process.
7. Other employer-employee relations matters for which specific methods of review are prescribed by law are not within the scope of this procedure.

B. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled upon the decision rendered at the most recent step utilized.

2. If a supervisor or manager fails to respond within the given time period, the grievant may appeal his/her grievance to the next higher level.
 - (a) This section shall not be interpreted to apply at the Governing Board level.
3. The grievant may be represented by a person of his/her choice at any level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. The grievant may notify, in writing, if release time is necessary, that he/she desires to be represented by an Association representative or officer in the resolution of a grievance.
 - a. However, the grievant must be present at all meetings related to the grievance.
6. The grievant and/or his/her representative shall be entitled to reasonable release time to process a grievance during normal working hours in meeting with District representatives.
 - a. Meeting times and places and other conditions relative to the resolution of formal grievances shall be set in advance by the employee and the District so as to cause the least disruption to normal operations of the District and/or the employee's work schedule.
7. The grievant or the Association may seek assistance in the form of additional representation in any formal level of this grievance procedure. The District also has the right to obtain and/or utilize assistance from outside the District at any formal level of this grievance procedure.
8. An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement.
 - a. Prior to resolution of any grievance, the Association shall be provided with a copy of the proposed decision for review and be allowed an opportunity to file a response within ten (10) days.
9. No reprisals of any kind shall be taken by the Board, the administration, the Association, or any bargaining unit member against any employee because of participation or failure or refusal to participate in this grievance procedure.
10. The administration, Association, and employee shall work cooperatively in the investigation and resolution of any formally filed grievance.

C. Informal Level

Before filing a formal written grievance, a grievant must attempt to resolve it by an informal conference with the immediate supervisor within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which formed the basis for the grievance.

1. Employees are encouraged to approach their immediate supervisor as quickly as possible to initiate the process.
2. The supervisor or administrator shall provide a response or answer to the grievant within ten (10) days after the informal conference.

D. Formal Level

1. Level 1

- (a) If the grievance is not satisfied or resolved at the informal level, within ten (10) days after the time period expires at that level the grievant must present the grievance in writing to the immediate supervisor.
- (b) The grievance statement must include the specific provision of this Agreement, Board policy or code regulation allegedly violated, a statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- (c) The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance.

2. Level 2

- (a) If not satisfied with the written response at Level 1 or if no response is issued by the deadline, the grievant may appeal by submitting the appropriate form to the Superintendent. The appeal must be filed in the Office of the Superintendent within ten (10) days after the date of the Level 1 response or, if no timely response was issued, within ten (10) days after the deadline for the response.
- (b) This statement should include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal.
- (c) The Superintendent shall communicate a decision within ten (10) days after receiving an appeal on the grievance.
- (d) Either the grievant or the Superintendent may request a personal conference within the above time limits.

3. Level 3

- (a) If the grievant is not satisfied with the decision at Level II or if no timely decision is rendered, the Association may within fifteen (15) days after receiving the Level 2 decision (or after the deadline for such decision if no timely decision occurred) submit a request in writing to the Superintendent or designee for advisory arbitration of the dispute.
- (b) The Association and the District shall attempt to agree upon an arbitrator. If an agreement on an arbitrator is not reached within ten (10) days after submittal of the request for arbitration, the Association and the District shall request the State Mediation and Conciliation Service to supply a list of five (5) names of arbitrators. If either side rejects the first list, a new (second) list will be requested from the State. The order of striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains.
- (c) The fees and expenses of the arbitrator (and any expenses required by the arbitrator) and court reporter shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- (d) The arbitrator shall, as soon as possible, hear evidence and render a recommended decision on the issue or issues submitted. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. Unless both parties mutually agree otherwise, a court reporter shall be retained to take down and transcribe the testimony at the hearing.
- (e) The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement. Further, the arbitrator shall not be authorized to make any decision which requires the commission of an act prohibited by state or federal law.
- (f) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the recommended decision.
- (g) Within ten (10) days of receiving the recommended decision of the arbitrator, the District or the Association must notify the other part in writing that it rejects the arbitrator's recommended decision. In the absence of such notification, the arbitrators' recommended decision shall become final and binding on the parties.

4. Level 4

- (a) In the event that either party notifies the other that it rejects the arbitrator's recommended decision, the Board of Trustees shall assume jurisdiction of the matter. The party rejecting the recommended decision shall, within fifteen (15) days after providing written notice of rejection of the recommended decision to the other party, file with the Board and the other party a statement in writing specifying the particular reasons for rejection.

- (b) The Board shall set a meeting with the party not later than its second regularly scheduled meeting following receipt of the appeal.
- (c) Following the meeting of the party and the Board and not later than the next regularly scheduled Board meeting, the Board will communicate its decision in writing, together with supporting reasons, to all parties of interest.
- (d) The Board's decision shall be final and no further procedure is available to the aggrieved within the provisions of this Agreement.

ARTICLE VIII
CHECKOFF AND ORGANIZATIONAL SECURITY

A. Checkoff

CSEA will have the sole exclusive right to have membership dues and service fees deducted by the District for employees in the bargaining unit.

1. The District will, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans and programs jointly approved by CSEA and the District.
2. The District will pay to the designated payee all sums so deducted as soon as possible in coordination with the County Office of Education's schedule for payment of deductions.

B. Dues Deduction

The District will deduct in accordance with the CSEA dues, as determined yearly by CSEA, the dues from the wages of all employees who are members of CSEA as of the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

1. The District will deduct the dues in accordance with the dues fee schedule from wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues deduction authorization form.

C. Fair Share Fee

Public school employees who are in a unit for which an exclusive representative has been selected shall be required, as a condition of continued employment, to join the recognized employee organization or to pay the organization a fair share services fee, as required by Sections 3543 and 3546 of the California government Code and Senate Bill 1960 effective January 1, 2001.

The amount of the fee shall not exceed the dues that are payable to members of the employee organization, and shall cover the cost of negotiation, contract administration, and other activities of the employee organization that are germane to its functions as the exclusive bargaining representative.

Upon notification to the employer by the exclusive representative, the amount of the fee shall be deducted by the employer from the wages or salary of the employee and paid to the employee organization.

D. Religious Beliefs

1. Any employee who is a member of a religious body whose traditional tenets or teaching includes objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- United Fund
- American Cancer Society
- American Heart Association
- A charity, as defined above of the employee's choice. To utilize such a charity, the employee must provide proof of the charity's qualifications.

Such payment shall be made on or before October 15 of each school year.

2. Proof of payment pursuant to Paragraph D.1. above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs B and C of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 15th of each school year.
3. Any employee making payments as set forth in Paragraphs D.1. and D.2. above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

E. District Responsibilities

With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fees, the District agrees promptly to remit such monies to the Association.

F. Association Responsibilities

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

G. Indemnification and Hold Harmless

1. California School Employees Association agrees to pay the District all reasonable legal fees and legal costs incurred by the District in defending against any court

action and/or administrative action before the PERB challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semiannual basis.

2. California School Employees Association agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in G.1. above.
3. California School Employees Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph G.1. or G.2. above, shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE IX HOURS AND OVERTIME

A. Work Week

The work week of a full-time unit member shall consist of five (5) consecutive days within a seven (7) day work week period of eight (8) hours per day or forty (40) hours per week.

1. This article shall not restrict the extension of the regular work day or work week necessary to carry on the business of the District.
2. The normal work week shall be Monday through Friday.
3. Should it become necessary for the efficient operation of the District to change the work week of an employee on a permanent basis, the District will discuss such changes with CSEA and the employee(s) to reach a mutual agreement. If no agreement is reached, the District may proceed with the change, subject to challenge by affected employee(s).

* Education Code Section 45127 is legal reference on work week.

B. Work Day

The length of the work day of any employee shall be established by the District.

1. Each bargaining unit employee shall be assigned a fixed, regular, and minimum number of hours when hired as a probationary employee.
2. Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more will have his/her regular assignment adjusted upward to reflect the longer hours, beginning with the twenty-first (21st) day.
3. Any excess time worked must have prior written approval by the employee's immediate supervisor unless extenuating circumstances prevent prior approval.

* Education Code Section 45131 is legal reference on work day.

C. Lunch Periods and Rest Periods

1. An uninterrupted lunch period without pay of not less than one-half hour will be established for each employee working five (5) or more consecutive hours per day.

2. All bargaining unit employees will be granted paid rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or the major fraction thereof.
 - (a) Major fraction is defined as 3.5 hours.
 - (b) The fifteen (15) minute break period shall be considered part of the regular work day.

D. Overtime

1. The District will provide compensation at the rate equal to one and one-half times the regular rate of pay for unit members authorized to perform overtime as designated by the site administrator or immediate supervisor.
2. Overtime is any time required to be worked in excess of eight (8) hours in any one (1) work day, whether worked before or after the assigned start time; or any time in excess of forty (40) hours in any calendar week.
3. The work week for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days.

* Education Code Section 45131.

4. An employee shall be compensated for any work required to be performed on the sixth (6th) and/or seventh (7th) day following the commencement of the work week and in accordance with Education Code Section 45131.
 - (a) The rate of compensation shall be equal to one and one-half time the regular rate of pay of the employee, or reimbursement may be provided at compensatory time at the rate of one and one-half.

* Education Code reference-section 45131.

5. The employee shall have the option of selecting monetary or compensatory time off as reimbursement for working overtime, as indicated on the monthly time card.
6. The employee assigned to work overtime will generally indicate, at the time overtime work is assigned, whether he/she desires financial reimbursement or compensatory time off - in all cases the employee's monthly time card will determine the method and amount of compensation.
7. Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each classification.

8. Immediately upon becoming certain that overtime work is required, the immediate supervisor will notify affected bargaining unit members at the site where the work is to be performed.
9. If none of the bargaining unit members at the site the work is required wish to work, the bargaining unit member in the District with the most seniority in that classification will be contacted until all have been contacted. If no one wishes to work, a substitute may be called.
10. Employees working on legal holidays will be paid their regular rate of pay plus time and one-half for all hours worked on the holiday.

* Education Code Sections 45128 - 45129 - reference - overtime.

E. Call in or Call Back Time

1. Any employee called in to work before or after his/her regular daily assigned times; or on a weekend (Saturday/Sunday); or a legal holiday; or a school recess day shall receive a minimum of two (2) hours pay for any time served which is less than two (2) hours.

F. Compensatory Time Off

1. The District will record all extra time authorized and worked in excess of the employee's regular work day as verified by the employee's time card.
2. Selection of compensatory time off in lieu of monetary compensation will be at the option of the employee and will be computed at the applicable overtime rate and as verified by the monthly time card.
3. The employee and the District will make every effort to schedule the use of accrued compensatory time off at times convenient to both parties.
4. The District and the employee will make every effort to facilitate the taking of compensatory time by the employee within a two (2) month period of the time at which it is earned - and both parties will do everything possible to see that compensatory time is used before the end of the school/fiscal year (June 30).
5. If the District and the employee cannot make arrangements for the use of compensatory time before the end of a school/fiscal year, the employee shall have the option of being paid for the unused compensatory time or carrying it over into the next school/fiscal year.

* Education Code Section 45129 is applicable.

G. Shift Differential Pay

1. An employee whose regularly assigned work hours on a daily basis ends his/her shift after 6:00 p.m. each day shall be eligible for shift differential pay.
 - (a) Shift differential pay shall be paid at 2.5% more (one (1) range on the salary schedule) than the person's regular rate.
3. Those employees who are hired to provide services during summer recess shall not be eligible for differential pay unless the employee is assigned a daily work schedule which requires the end of the shift to be after 6:00 p.m.

H. Specialized Training Differential Pay

1. An Instructional Aide III who is required to have Specialized Seizure training, as required through an IEP, will merit a differential pay adjustment.
 - (a) Specialized Training Differential Pay shall be paid at 5% pay adjustment to the person's regular rate. The differential pay will follow the student, not the Instructional Aide III.

ARTICLE X COMPENSATION AND BENEFITS

A. Salary

1. Bargaining unit members will be paid in accordance with the salary schedule.
2. The salary schedule shall include ranges, steps for all positions/classifications, longevity pay, and those conditions pertinent to administration of the salary schedule and placement of personnel thereon. (A copy of the yearly adopted schedule automatically becomes a part of this Agreement.)
3. All new bargaining unit employees will be placed at Step I of the salary range of the classification of which the bargaining unit employee is assigned, unless they have worked in another school district or similar job related experience prior to being hired.
4. A new employee with appropriate prior experience may be placed up to Step III of the salary range in their classification, as determined by the Superintendent.
5. All employees will be placed at their appropriate step on the salary schedule beginning July 1 of each fiscal year and in accordance with Sections B.3. and B.4. of this Article.

B. Anniversary Date - Hire Date

1. An employee's hire date (anniversary) will be the date upon which the employee first renders paid service as a probationary/permanent employee in any classification.
2. Once a bargaining unit employee's hire date is established, it will not be changed whether or not a bargaining unit employee is promoted, demoted, reclassified, or in any other manner affected by a change in classification or salary range.
3. For purposes of salary schedule placement, probationary employees hired between July 1 and the last day of February in that same fiscal year shall be considered to have worked a full year and will be moved to the next higher step on the salary schedule for the next succeeding year.
4. In accordance with Section B.3. of this Article, a probationary employee hired on or after March 1 of any fiscal year shall remain at the same step on the salary schedule during the entire next succeeding year.

C. Salary Schedule Placement - Promotion - Demotion - Classification Change

1. An employee who is promoted within the class he/she is currently working (i.e. Custodian I to Custodian II) and who is currently on Step V of the lower range shall be placed on Step V of the higher range or at a step on the higher range which results in a pay raise.
2. An employee who is promoted within the class he/she is currently working and who is currently placed on Steps I through IV of the salary schedule will be placed at a step in the higher classification within the same class which will result in a pay raise.
3. Employees who are demoted to or accept a lower position within the same class shall be placed on the same step in the lower position on the salary schedule that they would have been at the higher classification.
4. Employees who change from one class to another will be placed on the salary schedule at the range and step for the new position up to a maximum of Step IV. The Superintendent shall determine the step placement in the new class based on:
 - (a) Length of service in the District.
 - (b) Previous experience or training pertinent to the new job assignment.
 - (c) Job related experience in the District.
 - (d) Academic coursework completed, professional growth and in-service training, as related to the job assignment.
5. Promotions or demotions as provided for herein shall occur on the first day of the next succeeding month for purposes of changing the employee's payroll and eligibility for benefits status.

D. Time of Salary Payment

1. Bargaining unit employees will be paid at least once per month no later than the last working day of the month in which the bargaining unit employee was in paid status. (Education Code Section 45166).
2. Any payroll error resulting in insufficient payment to a bargaining unit employee will be corrected and a supplemental warrant issued, as soon as possible with the intent being five (5) days or less after the bargaining unit employee provides notice to the payroll department. (Education Code Section 45167). If a payroll error results in an overpayment to a bargaining unit employee, the employee will meet with the District's Business office and agree in writing upon a repayment schedule.

3. Any extra or overtime pay earned by the employee in one (1) month as verified by the time card shall be paid the following month in accordance with the supplementary payroll system as determined by the County Office of Education and the District. (Generally this will be accomplished by the tenth of the month.)

E. Working Out of Classification

1. Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceed five (5) working days within a fifteen (15) calendar day period except as authorized herein. (Education Code Section 45110 also applies).
2. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
3. It is the intent of subsection E.2. to permit the District to temporarily work employees outside of their normal duties but in so doing to require some additional compensation be provided the employee during such temporary assignments.

F. Health and Welfare Benefits

1. Subject to the maximum District contribution level (stated below F.6), the District will provide for each full-time probationary and permanent bargaining unit member on paid status, and his/her eligible dependents, payment of premiums for insurance coverages as adopted by the Board of Trustees (usually considered to be medical/ hospitalization, dental, and vision).
2. The District will pay health insurance premiums for those probationary and/or permanent employees who regularly contracted service is less than eight (8) hours but two (2) or more hours per day on a pro-rate basis in direct proportion to the hours worked per day up to eight (8) hours. (Education Code Section 45136).
3. Employees whose regularly contracted daily work schedule is less than two (2) hours per day (ten 10 hours per week) may be permitted to participate in any or all of the District sponsored health insurance programs by paying to the District the entire premium amount (monthly payroll deduction), subject to the contractual agreement between the District and the insurance carrier.

4. Employees who leave the service of the District (retirement - resignation - other) may be eligible to continue participation in the District's health insurance plans in accordance with COBRA or other programs as mandated/offered by the federal or state governments. (Required by state and federal law).
5. The maximum level of District contribution toward the cost of employee health and welfare benefits shall be \$850.58 per month for eligible employees. Employees will be reimbursed for the \$10 co-pay for Vision Service Plan if they submit a proof of payment to the Personnel Services Coordinator.
6. Employees' medical, dental, and vision coverage is with California's Valued Trust. The bargaining unit may choose to offer to its members' current plans offered by California's Valued Trust. A summary of these plans is in Appendix B. Any proposal to leave California's Trust and apply to another insurance carrier will be subject exclusively to the collective bargaining process.
8. In October 1, 1998, the District established an Internal Revenue Code Section 125 Flexible Fringe Benefit Plan.

G. Longevity Pay

1. Longevity pay will be added to the bargaining unit employee's salary at the following rate:

Beginning 8th year of service	2% over base salary
Beginning 13th year of service	4% over base salary
Beginning 18th year of service	6% over base salary
Beginning 23rd year of service	8% over base salary
2. For purposes of determining eligibility for longevity pay:
 - (a) Determination shall be based on consecutive years of service.
 - (b) Persons re-employed after a District directed layoff shall continue in status as if there had been no break in service - but the time period of the layoff shall not count as service credit for longevity pay or salary step placement.
 - (c) Persons who resign or are terminated from service in the District and then are re-employed shall begin service as would a new employee.

H. Physical Examinations

Required by the State or District as a Condition of Initial or Continued Employment (Education Code Section 45122).

1. Employees required to have a physical examination as a requirement or condition of employment shall first submit the cost of any such examination to the insurance carrier for medical coverage.

2. In the event that the employee's medical coverage and insurance does not pay for the entire amount of the physical examination, as required, the District shall pay for that portion not covered by medical insurance.
3. Examinations for tuberculosis are required by law, generally every four (4) years, and such examinations and necessary release time for same will be arranged for and paid by the District. (Employees are to arrange in advance with the District for any necessary release time to have an examination for tuberculosis.)
4. As a condition of pre-employment in certain classifications within the classified service, the District may require, at its own expense, a physical examination before an employment contract is offered.
5. The District may direct any employee to undergo a medical exam by a physician selected from a list of physicians mutually agreed upon by the District and CSEA to determine the employee's physical capacity to perform the duties of his/her position. Any such examination will be paid for by the District. Each determination that an employee is or is not capable of performing the duties of his/her position may be made available to the Superintendent and the employee concerned. All other records pertaining to such an examination shall be retained by the District in the same place and under the same circumstances as other personnel records.

I. In-service Training - Professional Development Activities

1. In the event that the in-service/professional training takes place outside the normal work day/hours for the employee, he/she shall be paid the appropriate rate of pay for the time actually spent in such training.
 - (a) Any employee may be assigned during their regularly scheduled work days and/or hours to attend and participate in in-service training or professional growth activities.
 - (b) In some instances, in-service training may be mandated by the School District or by law, in which certain categories of personnel will be required to participate/attend.
2. In the event that in-service training sessions take place on staff development days, no students in attendance, and employees participate or are in attendance for a period of time that is less than their regular work day schedule, they shall have a payroll deduction for the amount of time not worked or will perform their regularly scheduled number of work hours. The work assigned will be at the direction of their immediate supervisor.

J. Reimbursement for Expenditures Caused by Performance of Work Assignment or Certification Requirements

1. Reimbursements to employees relative to lodging, meals, and/or mileage in the course of their assigned duties shall be at the rate and in accordance with established District policy.
2. Employees requesting reimbursement for expenses shall submit the District required expense claim forms and receipts to verify any request for reimbursement for lodging, meals, or mileage.
4. When requested by an employee, the District may advance funds to the employee to cover approved and anticipated expenditures for lodging and/or meals to be incurred in the course of their assigned duties.
4. An employee who, as a result of a work assignment, uses his/her own vehicle will be reimbursed in accordance with the District adopted policy and rates upon the submission of appropriate expense claim forms.
5. The District shall pay license renewal fees required by the CHP for bus drivers or other employees relative to the performance of their assigned duties.

K. Time Cards - Service Verification

1. All classified personnel are responsible for certifying, by signature, that the monthly time card submitted to the District Office for payroll purposes is correct and contains accurate information relative to any absences, overtime, or compensatory time earned, requested sick leave, or any other conditions or information relative to the employee's service time during that particular month.
2. An employee may authorize his/her immediate supervisor, school secretary, and/or principal to be responsible for the preparation of the monthly time card.
3. An employee's time card, officially signed, will be the document from which all payroll and personnel records are prepared, and the time card will be kept as a part of the person's personnel records.

ARTICLE XI HOLIDAYS AND VACATIONS

A. Holidays (Education Code Section 45203)

1. The District agrees to provide all employees in the bargaining unit with the legal holidays as specified in the Education Code mandated by the Governor or Legislature, and those local holidays as adopted by the Board of Trustees in approving the school calendar for each year.
2. Generally, the legal holidays to be paid are:

Labor Day
Thanksgiving Day
Christmas Day
Lincoln's Day
Washington's Day
Fourth of July
Veteran's Day
Day after Thanksgiving (Admission Day)
New Year's Day
Martin Luther King Day
Memorial Day
3. To be paid for the holiday, the employee must be in paid status on the working day immediately preceding or succeeding the legal or local holiday.
4. Employees in the bargaining unit who are not normally assigned to duty during the Christmas recess shall be paid for Christmas and New Years Day (2 days), provided that they were on paid status the date of their normal assignment immediately preceding or succeeding the recess period.
5. When a legal holiday falls on a Saturday, the preceding Friday shall be deemed to be that holiday. When a holiday falls on Sunday, the following Monday shall be deemed to be that holiday.

B. Vacation (Education Code Section 45197)

1. Permanent employees shall earn vacation at the prescribed rate as part of his/her compensation (as listed below in Section B.2. of this Article).

2. Vacation Schedule

<u>Years Served</u>		<u>Paid Vacation Days</u>		
<u>Beginning With Year</u>	<u>Through Year</u>	10 mos	11 mos	12 mos
0	3	8.3	9.13	10
4	10	12.5	13.75	15
11	Over	16.5	18.15	20

3. Regular and probationary employees contracted to perform services on an hourly or less than full-time basis shall earn vacation days in direct proportion to the time served in the course of their regular daily assignment as compared to an eight (8) hours per day, five (5) day per week assignment. (Education Code Section 45136)
4. Earned vacation shall not become a vested right until a probationary employee has completed the initial six (6) months of paid service. (Education Code Section 45197(e)).
- (a) After six (6) months of continuously paid probationary service, the employee will be entitled to earned vacation for the initial six (6) months worked.
5. Upon separation from service with the District, an employee shall be paid the total vacation credited at the rate of pay applicable to his/her regular assignment at the time of termination. (Education Code Section 45197(h)).
- (a) If a regular employee terminates and has used vacation which was not earned at the time of his/her termination, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.
6. In the event that a regular employee is paid for unused vacation, the rate shall be at the employee's current rate of pay for his/her regular assignment.
7. An employee's vacation time and vested vacation salary shall not be adversely affected by reasons of subsequent changes and conditions of employment.
8. Vacation schedules for 12 month employees shall be prepared by the administration with every effort made to enable a vacation to be taken by the employee when it is mutually convenient to the employee and the needs of the District in terms of services to be provided or work to be performed.

- (a) If an employee's vacation request has been approved by the District, it will not be canceled, unless by mutual agreement.
 - (b) When two (2) bargaining unit members in the same classification request vacation for the same time, the employee with the most seniority will have first choice.
- 9. A permanent employee may interrupt or terminate a vacation for the purpose of commencing some other type of paid leave as granted by the Board of Trustees or Superintendent. (Education Code Section 45200).
 - (a) Any employee wishing to interrupt or terminate a vacation or change from vacation status shall request in writing, with supporting evidence, to the District Superintendent explaining the causes and needs for the interruption of vacation status.
 - (b) The Superintendent or designee shall notify the employee as soon as possible concerning the request for vacation interruption and the status of another type leave approved for the employee.
- 10. Vacations are for the benefit of the employee and it is expected that all or a major portion of an earned vacation will be taken during the fiscal year in which it is earned.
 - (a) A maximum of ten (10) days of vacation may be carried over, at the option of the employee. If there are extenuating circumstances, as presented by the employee to the Superintendent, additional days may be considered for carry over.
 - (b) The Superintendent and employee requesting carry over of vacation days in excess of the maximum of ten (10) days shall discuss an agreement on the number of days to be carried forward and the expected time period during which they will be used in the subsequent year.
 - (c) The Superintendent and employee may also agree on any days of earned vacation which will be compensated by a financial payment at the employee's current rate of pay and daily hourly assignment.
- 11. For purposes of computation and usage, vacation time shall be computed in hours rather than days.
- 12. An employee may request of the Superintendent to use vacation hours in advance of their actually being vested or earned by submitting a written request complete with justifying statement.
- 13. It is understood that the employee will not suffer a loss in earned vacation time by either a financial reimbursement or a carry over into the next fiscal year.

ARTICLE XII
SICK LEAVE, PERSONAL LEAVE, AND OTHER LEAVES
(Covered thoroughly by the Education Code)

A. Sick Leave

1. One (1) day of sick leave with pay will be granted to each bargaining unit member for each full month that has been completed in service to the District.
2. If the employee does not use the full amount of sick leave in any school year, the number of hours not used will be accumulated from year-to-year with no limitation to accumulation.
3. Full-time employees earn eight (8) hours per month.
4. Part-time bargaining unit members will be entitled to sick leave in the same proportion as the ratio of hours worked daily as to an eight (8) hour day.
5. If employment is terminated, no compensation will be paid for unused sick leave.
6. An accounting of sick leave balances will be issued to employees at the beginning of each school year.
7. The District may place an employee on notice that further absences due to illness may require the employee to furnish a physician's verification of illness.
8. Employees absent through illness or injury must notify their immediate supervisor as early as possible.
9. If a bargaining unit employee is on probationary status, he/she will be allowed to use the sick leave immediately upon being hired.
10. If a person on probationary status having used sick leave terminates employment with the District before their probationary period is over, the number of hours he/she has used will be deducted from their last payroll warrant.
11. Pay for any day of sick leave will be the same pay rate the bargaining unit member would have received if he/she worked that day.

B. Extended Illness Leave

1. When a member of the bargaining unit is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount

deducted from salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the position during the absence. The five (5) month period of differential pay provided by this section shall commence running on the first day of absence during the year due to illness or accident and shall run concurrently with use of full pay sick leave.

If an industrial accident or illness leave is involved, extended sick leave, if any, shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted. (Reference Education Code Section 45196).

C. Termination of Sick Leave

1. A bargaining unit employee who has been placed on unpaid sick leave may return to his/her position at any time during the leave provided he/she is able to resume the assigned duties and provided the bargaining unit member has notified the District at least five (5) working days in advance.
2. Before resuming duties, it will be necessary for the bargaining unit employee to submit a medical release to return to work.
3. The medical release will indicate the person's capability to perform all duties of the job assignment.
4. If, at the conclusion of all sick leave and other type leave granted by the District, the bargaining unit employee is still unable to assume the duties of the position, the bargaining unit employee will be placed on a re-employment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.
5. Placement on the re-employment list will be consistent with the bargaining unit member's seniority in classification.

D. Personal Necessity (Education Code Section 45207)

1. During a school/fiscal year, a bargaining unit member may use, after notification and review by the District designee, any days of accumulated sick leave benefits in case of personal necessity in the following cases:
 - (a) Death or serious illness of a member of the immediate family.
 - (b) Accident involving the unit member's person or property or the person or property of a member of the immediate family. Immediate family is defined to be as specified in Education Code Section 45194 and includes:

Mother of the employee or spouse
Father of the employee or spouse
Grandmother of the employee or spouse
Grandfather of the employee or spouse
Stepchild of the employee or spouse
Stepparent of the employee or spouse
Grandchild of the employee or spouse
Spouse of the employee
Son of the employee
Son-in-law of the employee
Daughter of the employee
Daughter-in-law of the employee
Brother of the employee
Brother-in-law of the employee
Sister of the employee
Sister-in-law of the employee
Any relative living in the immediate household of the employee

- (c) Appearance in any court as a litigant or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - (d) Any other personal necessity leave to be at the discretion of and with the approval of the Superintendent and in accordance with the Education Code, Board adopted policies, or administrative regulations.
- 2. Persons electing to use personal necessity leave for anything other than an unanticipated emergency must have obtained permission from their supervisor and the Superintendent prior to the taking of personal necessity leave.
 - 3. Compelling Personal Importance Leave of seven (7) days per year will be granted upon request as part of the days of personal necessity leave, provided the unit member signs an agreement that the leave was necessitated by a matter of compelling personal need and provided that under no circumstances shall such leave be used for purposes which can be taken care of outside of work hours. Compelling personal importance leave may not be used for purposes of concerted activities against the District, or for purposes of earning money or working elsewhere.

E. Subpoena and Jury Duty Leave (Education Code Section 44036 and 44037)

- 1. A bargaining unit member who receives a subpoena for appearance in court or who is required to serve on a jury shall receive full pay for such absence from duty provided he/she complies with the stipulations listed below:

- (a) The employee must not be a litigant in the court action.
- (b) The employee must present to the immediate supervisor a copy of the actual notice to appear for jury duty or subpoena action.
- (c) The employee must submit to the District business office any check or warrant, less meals and travel pay, received in payment for the court appearance or jury duty.

F. Leave of Absence (Education Code Section 45190)

- 1. A bargaining unit member who is a permanent employee may request a leave of absence on a paid or unpaid basis for a period not to exceed one (1) school/fiscal year.
- 2. The Board of Trustees shall be the final authority on the granting of leaves and will base its decision on the recommendation of the Superintendent and the documentation and rationale presented by the employee.
 - (a) In the event the Superintendent does not submit a recommendation to support the leave request, the employee may request to meet directly with the Board of Trustees.
- 3. The period of time that an employee is on a District granted leave of absence shall not count as service credit for purposes of longevity or salary schedule credit.

G. Industrial Accident and Illness Leave (Education Code Section 45192)

- 1. The District shall provide for up to sixty (60) days of industrial accident and illness leave for bargaining unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment.
- 2. Leaves granted under this Article shall be used in lieu of regular sick leave.
- 3. While an employee is on industrial accident/illness leave and receiving regular monthly pay warrants from the District, the District shall require that employees receiving Workers' Compensation under this Article shall endorse to the District all disability indemnity checks received from workers' Compensation Insurance.
- 4. When entitlement to industrial accident or illness leave has been exhausted, other sick leave will then be used; but, if an employee is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated vacation or other available leave when, when added to the Workers' Compensation award, may provide for a full day's wage or salary.

5. The District may provide for such additional leave of absence, paid or unpaid, as it deems appropriate to an employee who has exhausted all leave entitlement, including Workers' Compensation.
6. If, at the conclusion of all Board granted leaves of absence, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months.
7. During all paid leaves of absence for industrial accident or illness as provided in this section, the employee will endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state.
8. The District, in turn, will issue the employee appropriate warrants for payment of wages or salary and will deduct normal retirement and other authorized contributions.
9. Reduction of entitlement to leave will be made only in accordance with this section.
10. No payroll deductions will be made for wage loss benefit checks received under Workers' Compensation laws of this state.

H. Maternity Leave (Education Code Section 45193)

1. Leave of absence due to pregnancy, miscarriage, childbirth and recovery therefrom will be considered sick leave, such as in any other type of temporary disability.
2. If leave required for maternity disability exceeds earned sick leave, additional sick leave may be taken as defined in Section B. "Extended Illness Leave" of this Article.
3. Verification statements and other conditions related to a maternity leave will be submitted to the Superintendent who will make a decision as soon as possible and notify the employee regarding any conditions of the leave.

I. Pregnancy Disability as a Paid Sick Leave of Absence (Education Code Section 45193)

1. A sick leave absence with pay may be granted for a disability caused by pregnancy when the attending physician certifies that the employee is physically disabled and cannot perform regularly assigned duties.
2. Pregnancy disability absence shall be charged to sick leave in the same manner as other illness absence.

3. To be eligible for pregnancy disability leave, the employee must work until the physician certifies that the employee is temporarily disabled.
4. The employee must return to work not later than the date specified in the physician's verification that the employee is released to return to duty.
5. An employee who wishes to remain absent from duties beyond the period of disability may request an unpaid child rearing leave.
6. The period of paid absence for a pregnancy disability leave shall be limited to that period of medical disability as verified by the physician.

J. Bereavement Leave (Education Code Section 45194)

1. Unit members will be allowed up to three (3) working days with full pay for absence because of death of any member of their immediate family.
 - (a) Definitions of an immediate family are: mother, father, grandmother, grandfather, stepchildren, stepparents, 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, brother-in-law, sister, or sister-in-law of the employee, or any relative living in the immediate household of the employee.
 - (b) If one way travel within the state is in excess of 350 miles or outside the state, up to five (5) days may be granted for bereavement leave.
2. The intent of this regulation is to provide reasonable and necessary leave for the bereaved person, including the possible use of personal necessity leave to augment bereavement leave, when authorized by the Superintendent.

K. Military Leave (Education Code Section 45059 and Military and Veterans Code Section 395)

1. Unit members shall be granted any military leave to which they are entitled under law as classified school employees or as members of the military service.
2. Employees shall be required to request military leaves in writing and upon request to supply the Superintendent with "orders" and status reports.
3. The employee shall request of the military authorities that the time to be served be scheduled, if possible, for a time other than days schools are in session. (The Superintendent may support this request with a letter to the person's commanding officer.)

L. Personal Leave Without Pay (Education Code Section 45190)

1. If such leave does not seriously inconvenience the District and for valid reasons, a personal leave of absence without pay may be granted by the Superintendent upon the recommendation of the supervisor/principal for a period not to exceed ten (10) consecutive working days.
2. Such leave may be extended beyond ten (10) days by action of the Board of Trustees.
3. Written application must be made to the Superintendent stating the justification for such leave.
4. The leave may not be granted if a satisfactory substitute is not available, if the functions of the position cannot be satisfactorily accomplished without the employment of a substitute, or if the normal operation of the District would be handicapped.

M. Voting Time Off (Elections Code Section 14350)

1. If a bargaining unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the member is entitled to vote, the District will allow up to a maximum of two (2) hours for such voting by the member without loss of pay.

N. Transfer of Sick Leave and Other Benefits (Education Code Section 45202)

1. Any bargaining unit employee who has been an employee of another school district for a period of one (1) calendar year or more, and who terminated such employment for reasons other than action initiated by the employer for cause and who accepts employment with this District within one (1) year of such termination, will have transferred to this District the total amount of earned leave of absence for illness or injury to which the bargaining unit employee was entitled in the previous District.
2. For purposes of initial or continued employment the District will not require bargaining unit employees to waive any part of or all benefits which those bargaining unit employees may be entitled to have transferred in accordance with this section.
3. The person has one (1) calendar year from the time of hire as a probationary employee by the District to arrange for any transfer of accumulated sick leave.

O. Parental Leave

1. A leave of absence without pay may be granted to a unit member for the purpose of raising his/her natural or adopted child. Such leave, if granted, shall normally be limited to no more than one (1) year.

P. Catastrophic Leave

1. If the Superintendent or designee receives written verification from an employee's physician that the employee has been examined by the physician, determined to be physically ill or injured, and the physician has determined that the employee shall not return to work due to the illness or injury until a date which will require the employee to be placed on unpaid or partial paid leave, the Superintendent or designee shall contact the employee and determine whether the employee desires to request that sick leave be donated by other employees for his/her use. If the illness or injury affects the employee's spouse, child, parent, or permanent member of the employee's household, the employee may request a donation of sick leave in the same manner.
2. If the employee desires that donations of sick leave be solicited, the Superintendent or designee, in cooperation with the Association President, shall solicit donations of sick leave credit from employees at such intervals and in such amounts as the Superintendent or designee determines are appropriate under the circumstances. The solicitation shall not identify the donee, and the donors' identity shall be kept confidential.
3. Upon cessation of need for such donated sick leave, unused sick leave shall be returned to the donors' credit. A donor may not revoke the donation.
4. The District shall determine the methods of administration of the program, including records to be retained.
5. The maximum amount of donated sick leave that any employee may use during a school year is 60 days.

Q. Emergency Leave for volunteer firefighters, reserve peace officers, or emergency rescue

Personnel. *Please note, unpaid leaves may affect PERS retirement. Before taking a leave or requesting approval, please be sure to contact human resources to determine how a leave might affect retirement benefits.

1. Employees may request unpaid leave up to 14 days per year for training as a volunteer firefighter, reserve peace officer or emergency rescue personnel in accordance with California Labor Code Section 230.4.
2. Employees called to emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel may have unpaid leave without discrimination in accordance with California Labor Code Section 230.3(a).

3. The District shall not discharge nor in any manner discriminate against any employee for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Nothing contained herein shall exempt any employee from informing the District of the employee's emergency duty status in a timely manner within reason.

ARTICLE XIII
LAYOFF AND RE-EMPLOYMENT
(Education Code Sections 45101, 45114, 45115, 45117, 45298, 45308)

A. Definitions

1. **Layoff** - is defined as an involuntary separation from District service due to lack of work or lack of funds. Subject to the obligation to negotiate in good faith regarding the decision to reduce hours and its negotiable effects, the District may involuntarily reduce regularly assigned hours due to lack of work or lack of funds, but any such reduction in hours shall be deemed a layoff and implemented through the layoff process described herein.
2. **Class** - is defined as the job family related classifications as set forth as follows:
 - (a) Office - Support Services Class
 - (b) Maintenance and Operations Class
 - (c) Instructional/Media Class
 - (d) Food Service Class
 - (e) Pupil Transportation Class
3. **Classification** - is defined as a position within the class that is assigned the same title, job description, minimum qualifications, and salary range.
4. **Seniority for purposes of layoff and reemployment** - is defined as the total straight time hours in paid status within a "Class" plus higher classes. Effective on and after June 8, 1993, pursuant to authority contained in Education Code Section 45308, length of service for seniority purposes is defined by "date of hire".

Employees substituting for less than six months in a position in a different classification shall not earn seniority in that classification. If the employee continues to substitute in the different classification after six months, s/he will then be given seniority from the date first hired into the position as a substitute.
5. If two or more bargaining unit employees have equal seniority as defined herein, the bargaining unit employee with the earlier hire date as a probationary employee will be considered most senior. If a tie still exists, seniority must be determined by lot.

B. Procedure - Reduction in Force - Displacement

1. In the event of a reduction in force in any classification hereunder, layoff will be in reverse order of "Class" (job family) seniority, with the least senior employee in that classification being laid off first.

2. Bargaining unit employees to be laid off must be notified by certified mail sent to the most recent address provided to the District by the employee.
3. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 30 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.
4. When, as a result of a decision by the Board that there is a lack of work or a lack of funds, classified employees shall be subject to layoff, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
5. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by 3 or 4, above.
6. Displacement rights and a copy of Article 13 of this agreement will be included with the layoff notice.
7. After notification of displacement rights (if any), the employee must notify the Superintendent of his/her intention to exercise displacement rights.

C. Displacement Rights (Bumping)

1. A bargaining unit employee who has received notice of layoff may exercise his/her "Class" seniority in the following order:
 - (a) An employee who is laid off from a classification and who has previous service in the same or lower classification, and is qualified, shall have the right to bump the least senior employee in that classification with the same hourly assignment or closest thereto.
 - (b) Where the employee is eligible to bump into more than one classification, the employee shall bump into the same, then an equal, and then to a lower classification (as determined by the ranges on the classified salary schedule).
 - (c) If there are two (2) classifications into which the employee is eligible and qualified to bump, the one in which the employee has the most prior service shall be used.

- (d) A lack of seniority in equal classifications within the class will permit the employee to displace the least senior employee with hours and wages closest to the previously held position in the succeeding lower classifications if he/she has the necessary seniority.
- (e) If an employee lacks sufficient seniority to bump into any of the succeeding lower classifications within the same class (job family), the employee may then look to other classifications in which he/she has established seniority and is qualified even though it is a part of an unrelated Class.
- (f) If the classification previously held is designated a lower salary range, the employee may exercise seniority in the classification with the same hourly assignment or nearest thereto.
- (g) An employee displaced by the operation of this layoff procedure will have the same layoff rights and may exercise seniority displacement as though he/she were being laid off.

D. Re-employment rights (Education Code Section 45298)

1. Employees who have been laid off will be placed on a re-employment list for thirty-nine (39) calendar months.
 - (a) A copy of this list will be given to the President of CSEA and updated each time a name is added or deleted.
2. Employees who through operation of this Article receive fewer hours or assignment to a lower classification must be placed on the re-employment list for the classification from which they were reassigned for an additional twenty-four (24) months.
3. Offers of re-employment must be made in reverse order of layoff as vacancies occur in classifications for which the laid off employee is qualified.
4. Individuals on a re-employment list will have five (5) working days to respond to a verbal offer of re-employment which, if declined, will be followed by a written verification of the declination.
5. The person will have ten (10) working days to respond to a written offer sent by certified mail, beginning the day it is deposited in the U. S. Mail to the most recent address supplied to the District by the employee.
6. An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a position with fewer hours or a lower classification without exercising displacement rights will maintain his/her re-employment rights under this Article.

7. Bargaining unit employees in layoff status will have the right to participate in promotional examinations within this District.

E. General - Notice to CSEA - Pending Layoffs

1. The District will notify the CSEA Chapter President by phone and in writing of any impending layoff of bargaining unit employees prior to publication of the meeting agenda of the Board of Trustees at which the layoff is to be considered.

F. Seniority List

1. By September 30 and March 31 of each year the District will compile a seniority list covering each employee and Class under this Agreement.
2. This seniority list will be posted on the CSEA bulletin board at each school site and work location and five (5) copies will be provided to the Association President.
3. An employee who believes his/her seniority to be in error may file an appeal with the Superintendent within thirty (30) calendar days of the posting of the seniority listings.
4. Each appeal will be answered in writing by the Superintendent with a copy to the Association.
5. If an error has been made, the list will be corrected and will again be posted with copies sent to the Association President.
6. In addition to the annual seniority list provided for above, the District will update the seniority list at the time any layoff notice is given.

G. Special Notice Provisions for Ten-Month Employees to be Laid Off Effective the End of the School Year

1. It is in the interest of the District to be able to respond quickly to changing conditions, and it is in the interest of CSEA unit members working 10 months per school year to have reasonable prior notice of layoff. The provisions stated below reflect a mutual commitment of the parties to attempt to plan and provide warning notices to 10-month employees related to potential layoff so that they can better plan for their future employment. However, these provisions shall not be interpreted to require more notice of actual layoff than is required by Section B.3. through B.5. above.
2. In the absence of emergency or unforeseen circumstances such as are described in Education Code Section 45177(c) and B.5., above, a mutually dependent notice window period is created for notice of potential layoff. The notice requirements are described below.

3. At least 120 calendar days prior to the opening of school, CSEA will advise the District Personnel Coordinator in writing that this provision requires the District to notify CSEA at least 110 calendar days prior to the opening of school of the potential, as determined by the Superintendent, for layoffs within the bargaining unit.
4. If the District notifies CSEA at least 110 calendar days before the opening of school that there is potential for a layoff of 10-month bargaining unit employees, the CSEA Chapter President and the Superintendent will, within 20 calendar days after the District gives the notice to CSEA, jointly prepare a memorandum to bargaining unit members advising them that a layoff may occur and that the District is now in the process of making final decisions regarding the need for layoffs and the positions which may be affected. The seniority list for classified employees will then be updated by the District and delivered to CSEA.
5. Recognizing that the District will make a good faith effort to notice 10-month employees if there is a potential for layoffs, there may be a situation where such a potential could not be predicted. In such a case, if a 110 day notice is not given to CSEA, but later the District determines that there is a potential for layoffs of 10-month positions in the bargaining unit, the Personnel Services Coordinator will notify CSEA of that determination and an updated seniority list will be delivered to the Chapter President within the 60 day period prior to the legally required 30 day notice of layoff. The Superintendent and Chapter President will jointly prepare a memorandum of warning of potential layoffs as described above.

H. Work for Laid Off Employees

1. Available Work - Laid Off Employees
 - (a) Any available work falling within the classification of the laid off employees shall be given to laid off employees in reverse order of seniority.
 - (b) Available work includes, but is not limited to, substituting for absent employees.
 - (c) Section H.2 further stipulates procedures for offering work to Laid Off employees.
2. Available Work - Regular/Current Employees
 - (a) Regular employees for purposes of this section of the agreement are permanent or probationary and who are currently employees of the District in a position that requires less than 12 months of service.
 - (b) Regular employees (defined in 2(a)) will first be offered the opportunity to perform substitute - short term - temporary work during the summer process.

- (1) Work will be offered in order of seniority.

3. Substitute Work - Laid Off Employees

- (a) All laid off employees interested in performing services as a substitute shall complete a questionnaire indicating:
 - (1) Their intent to substitute
 - (2) Availability of substituting (days-times)
 - (3) Positions for which they desire to be placed on the substitute list
 - (4) Positions for which they feel qualified (subject to the District's determination)
 - (5) The District may require testing to determine qualifications for positions in classifications not previously held in the District.
- (b) The District shall maintain substitute lists based upon request of laid off employees and those persons being placed at the top of the substitute list (in seniority order) in those classifications for which they are considered to be qualified.
 - (1) The District shall arrange for substitute employees by using the established substitute listings.
- (c) It is understood that use of laid off employees as substitutes shall not constitute reemployment within the meaning of California Education Code Sections 45114, 45298, and 45308, but rather the status of laid off employees working as substitutes shall be that as substitutes only.
- (d) It is further understood that should any employee wish to withdraw from being called for substitute services, the employee shall notify the District, in writing, understanding that such action in no way waives that employee's reemployment rights.
- (e) It is further understood that acceptance of work as a substitute does not waiver an employee's reemployment rights.

4. Pay - Placement on Salary Schedule - Laid Off Employees

- (a) When employed as a substitute the laid off person shall be paid as follows:
 - (1) The salary range will be the range for the classification in which the substitute work is being performed.
 - (2) The step on the salary schedule will be the same step on which the employee was placed immediately prior to the layoff – regardless of classification.

(b) Upon reemployment from layoff, the employee shall be assigned the same range and step, on the adopted salary schedule, as he/she was placed in that position prior to the layoff.

(1) In the event the position to which the person is being reemployed was reclassified, during the time the person was assigned to the reemployment list, the person shall be returned to the reclassified position as an incumbent (Article 17.B, Education Code Section 4510 (f), Sections 17.B.4 and 17. B.5).

(2) The employee shall have restored all the rights, benefits and burdens of an employee in the class to which the employee is reinstated or reemployed.

5. Meetings – Conferences for Laid Off Employees

Each laid off employee and his/her representative may meet with the superintendent or designee to determine the employee's accurate seniority, bumping rights and commitment toward substitute service during the period of layoff.

(a) The District will cooperate in arranging times (which may include release time) that are mutually convenient for the CSEA president or a designee and/or the District to meet with laid off employees to facilitate this process.

6. Communication Regarding Lay Offs

(a) As soon as possible (within 5 working days) after the layoff decisions have been made and possible bumping rights exercised, the District shall communicate the results to all affected employees.

7. Use of Compensatory – Vacation Time

(a) Any employee who has been notified that he/she shall be laid off may use compensatory or vacation time for the purposes of interviews.

(b) Notification of such use shall be given to the supervisor prior to its use and the supervisor shall not reasonably withhold permission for such use.

8. Contracting Work – Master Agreement

(a) Except as allowed by Article 4.A.10 of the current collective bargaining agreement, as modified by Section 4.A.10.b, the District shall not contract out work previously performed by laid off bargaining unit employees.

9. Work Normally Performed by Laid Off Employees

- (a) Work performed by laid off employees shall not be performed by volunteers, certificated, supervisory, management or confidential employees.
- (b) The District shall so instruct school principals, managers, supervisors and other appropriate administrators.

ARTICLE XIV
TRANSFERS, VACANCIES, AND PROMOTIONS

A. Transfers

Transfer is defined as movement of a bargaining unit employee from one position or worksite to another within the same classification.

1. Transfer procedures will be completed prior to filling vacancies through the promotion or rehire process.
2. The District may transfer employees within classification on a temporary or permanent basis for the operational or educational needs of the District. Such transfers shall not be made for punitive or preferential reasons.
3. Employees may at any time submit to the Superintendent written requests for transfer to positions within their current classification. Consideration will be given to all candidates who meet the established qualifications for a vacancy. Recent evaluations will be considered in the transfer decision.

B. When two or more bargaining unit members apply for a vacancy, not open to outside candidates, which involves a transfer and possess the minimum qualifications for the job, the District must select one of such bargaining unit employees for the position.

1. Such selection will be at the sole discretion of the District. The Superintendent shall provide written reasons for the denial of a transfer request when requested to do so by the bargaining unit employee.

C. Reassignment Due to Illness or Injury

A regular bargaining unit employee on paid leave because of illness or injury who is determined to be incapable of performing the duties of the position to which he/she is normally assigned may be assigned duties which the bargaining unit employee is capable of performing.

1. The salary placement and status in classification of the bargaining unit employee so reassigned will be mutually agreed upon by the District, the employee, and CSEA.
2. As soon as the employee is medically able, he/she will be returned to his/her regular assignment.

D. Posting

During the regular school year (first day of school through last day of school), notices of vacant bargaining unit positions will be posted at all work locations for a period of not less than five (5) work days.

1. A Notice of Intent form will be distributed to all employees by March 1 of each year and must be returned to the Personnel Office by the last school day of each year. During the summer recess, the District will notify all employees not working during the summer recess who have indicated on the Notice of Intent form a specific interest in that position vacancy plus other unit members in the same job classification.
2. During the regular school year, as defined in D, the District will post notice of the vacancy and accept letters of interest for the vacancy first from bargaining unit members.
3. If no bargaining unit employees wish to apply or they do not meet the qualifications or requirements to perform the job assignment, the District will then consider other candidates.

E. Vacancies

A vacancy is defined as an unfilled position which the District intends to fill. A bargaining unit employee may notify the District of his/her interest in applying for any openings in another classification. Such statement must be filed with the Superintendent.

- F. As a courtesy to the Association, when a confidential or management position is determined to be vacant by the District, the vacancy will be posted within the District.
1. Bargaining unit employees will be given opportunity to apply for such positions.
- G. If requested by an applicant, the District will provide reasons or information regarding the status of the person as a candidate for a position.

H. Break in Service

1. If a permanent employee who has voluntarily left the service of the District is re-employed by the District in the employee's former classification within a thirty-nine (39) month period, the District will:
 - (a) Place that person on Step 3 of the appropriate salary range if previously in the employ of the District for 3 or more years.
 - (b) Grant one (1) year of credit for seniority purposes.
2. Employees rehired in new classifications will be placed in accordance with Article X.

I. Eligibility list

The District may, if it deems appropriate, establish an eligibility list of prequalified applicants in anticipation of vacant positions in classifications normally subject to steady turnover of bargaining unit employees.

1. For the purposes of this section, designated entry level positions are Cafeteria Assistant, Instructional Aide I, Custodian I, Office Assistant, and any other positions agreed upon by the District and CSEA.

J. Short Term Absences

If an employee notifies the District that he/she is going to be absent (illness or District granted leave) over twenty (20) working days, the job will be posted and other employees in that classification will have an opportunity to be considered for transfer to that assignment.

1. When an absent employee returns, any affected employees will return to their original positions.
2. If an employee from a different classification serves as a substitute for less than six months, s/he will not earn seniority while substituting. If the employee continues to substitute in the different classification after six months, s/he will then be given seniority from the date first hired into the position.

K. Vacant Positions Filled with Substitutes

The Parties agree that vacant positions may be filled with a substitute for a period of 60 days while the position is being advertised. Employees will be hired as probationary employees, and if it is determined that the position is no longer needed, the employees will be laid off. This will guarantee the employee bargaining unit rights rather than hiring the employee as a short term, temporary employee which does not.

Employees on a rehire list will be contracted to perform substitute work based on their seniority.

ARTICLE XV
PROBATIONARY PERIODS
(Education Code Section 45113)

- A. The probationary period for a new bargaining unit employee will be six (6) months.
- B. A bargaining unit employee who is promoted will serve a promotional probationary period of three (3) months.
 - 1. Evaluations will be made at the end of the first and second months.
 - 2. If the employee fails the promotional probation in the higher position he/she must be reinstated in permanent status in his/her former position.

ARTICLE XVI PERFORMANCE EVALUATION

A. General Statement

1. Evaluations are designed and to be conducted in a manner to improve performance and prepare employees for professional growth and advancement and to determine the satisfactory status of their performance.
2. An employee's evaluator shall be his/her immediate supervisor who may consult with a principal, administrator, or other qualified person in the preparation of the evaluation report.
3. The evaluation procedure, objectives for the evaluation, and the rights and responsibilities of the employee shall be explained to the person being evaluated by the evaluator at the time of the evaluation conference.
4. Nothing in this Article shall be construed to make the contents of an employee's evaluation subject to the grievance procedure as contained in this Agreement.

B. Frequency of Evaluations

1. Probationary employees shall receive formal evaluations by their supervisors before the end of the second, fourth and sixth month of employment.
2. Permanent employees shall be formally evaluated in May or June of each year.
3. Evaluations, both formal and informal, may be performed at any time during the school year that it is determined by the supervisor that the employee and his/her performance could benefit from the evaluation. (The intent of this provision is to address issues or concerns regarding performance in a timely manner rather than waiting until the end of the year to advise an employee of unsatisfactory performance or conditions that would need to be improved.)

C. A conference to establish performance expectancies, review the previous year's evaluation and explain any departmental or District procedures and goals shall be conducted in September of each year for all employees, cooperatively with the site or departmental administrator.

D. The evaluation instrument to be used will be a form jointly developed by the Association and the District.

1. The instrument shall contain provisions for commendations, citations for improved performance - including recommended steps and timelines.

E. Unsatisfactory Evaluations

1. In the case of an unsatisfactory evaluation report, the employee will be given the opportunity to submit a statement to be attached to his/her evaluation.
2. Any unsatisfactory evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made by the supervisor.

F. Review and Procedures in the Event of an Unsatisfactory Evaluation

1. If an employee receives an unsatisfactory evaluation and is allowed to continue in employment, that person shall be re-evaluated within ninety (90) days of the unsatisfactory evaluation or within thirty (30) days of the start of the next school year.
2. The employee's signature indicates that the evaluation has been discussed with the employee and the contents are understood.
3. The employee has the right and duty to respond in writing to any portion of the evaluation to which he/she does not agree.
4. The person desiring to attach a statement to his/her evaluation shall have fifteen (15) days to do so before the evaluation is placed in the official personnel file.

G. Appeal

The employee who is not satisfied with his/her evaluation shall have the right to appeal to the Superintendent and request a conference for a review of the evaluation, with the Superintendent's decision being final.

- H. The evaluation and any supporting documentation shall be placed in the employee's personnel file as maintained by the District Office.

ARTICLE XVII
CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

- A. Each bargaining unit position will be placed in a class with a designated title, as defined in Section A.2., (a) through (e), of Article XIII, and will have:
1. A regularly assigned minimum number of hours per day, days per week, and weeks/months/days per year (Education Code Section 45101(a)); and
 2. A statement of the specific duties to be performed in each such position; and
 3. A regular monthly salary range.

The Association will receive all information for each position.

B. Reclassification (Education Code Section 45101(f))

1. Where the duties being performed are not fixed and prescribed for the position or reasonably related to the position, and where the duties have been extended or are needed on a continuing basis, the incumbent will be entitled to have the position reclassified.
2. It is the intent of this section to provide for reclassification where there has been an increase in or change in the duties being performed by incumbents in such positions, where such increases or changes are not temporary in nature.
3. Reclassification is distinct and separate from the upgrading of salary ranges of positions where the duties have not changed.
4. Salary Placement of Reclassified Positions
Effective July 1, 1990, when a position(s) is reclassified, the incumbent(s) will be placed on the same step of the new range to which they were assigned prior to the reclassification.
5. Incumbent Rights
When a position(s) is reclassified, the incumbent(s) in the position(s) will be entitled to serve in the new position(s).

C. Abolition of a Position or Class of Positions

If the District determines that the duties of a position or a group of positions are no longer needed, it will notify CSEA in writing of its intent to abolish the position(s). The District and CSEA will meet and negotiate the impact and effect of the abolition of such position(s).

ARTICLE XVIII
SAFETY

- A. It is the obligation of all District employees to maintain high standards for health and safety in order to eliminate as far as possible industrial accidents and illnesses.
- B. The District agrees to maintain an active safety committee for the District composed of two (2) bargaining unit members and two (2) District representatives.
- C. The duty of the safety committee will be to review applicable safety regulations and existing working conditions, and to make recommendations for the maintenance of proper safety conditions as required by law. It shall also be the duty of the safety committee to recommend appropriate safety rules which will be made available to all employees.
- D. All employees are encouraged to report any unhealthy or unsafe conditions - preferably in writing.
 - 1. The person's supervisor shall respond in writing and provide information on any action to be taken as a result of the report.
 - 2. No bargaining unit employee will be in any way discriminated against for reporting unsafe or unhealthful working conditions.

ARTICLE XIX TRANSPORTATION

A. Definitions – Operational & Position Nomenclature

1. All positions within the scope and responsibility of the Transportation Department shall be in accordance with negotiated job descriptions and assignments as established by the District.
2. Daily bus route – connotes home to school transportation.
3. Extra trip assignment – an authorized trip other than regular home to school.

B. Seniority

For purposes of assignment of time and route bidding, summer school jobs, and related factors applicable to seniority, the person's date of first hire as a probationary driver will determine seniority status.

1. In the event two or more persons have the same date of first hire, determination will be made by drawing lots.
2. Unpaid leaves of absence – service in classifications/classes outside that of regular bus driver/transportation shall be excluded when computing seniority status.
3. Any driver who leaves the Transportation Department to accept a position in another classification will lose his/her accumulated bidding seniority after a period of one (1) year.
4. Should the employee return to the driver classification due to a reduction or layoff, the employee's seniority would be based on the provision outlined in Article XIII, Layoff and Re-Employment.

C. Bidding Procedures – Bus Routes

1. District will establish routes and options available to drivers for purposes of bidding – prior to the start of any school year.
 - (a) Every effort will be made by the District to determine all routes and conduct bidding before school is out in June.
2. The District will post all bus routes in accordance with procedures established in Section D. of Article XIV.
3. The Dispatch and Operations Coordinator will prepare the routes, subject to administrative review, and supervise the bidding in accordance with established procedures.

4. The Job Steward or designee may observe the process.
5. Bus drivers will bid on routes in order of seniority.
6. If during the course of the school year a bus route (time) is extended for a period of thirty (30) minutes or more, that route will be posted as a vacancy in accordance with posting and bidding procedures.
 - (a) The route(s) will be posted within five (5) work days after the increase in assigned time. The bidding process will be completed five (5) work days after posting.
7. Routes becoming vacant or newly established routes will be posted and bid upon in accordance with established procedures.
 - (a) Within fifteen (15) days of a position becoming vacant or a new route being established, the position shall be posted for five (5) work days and filled within thirty (30) calendar days of the vacancy commencing.
8. Temporarily vacant positions (30 days consecutive/or more) shall be filled using the established procedure for bidding and posting.
 - (a) Drivers affected by this procedure would all return to their original positions upon the return of the absent driver to active duty.
- D. An employee (bus driver) who has his/her regularly assigned route and/or daily hours worked increased by fifteen (15) or more minutes daily for twenty (20) consecutive days shall have his/her daily assignment modified upward to reflect the additional minutes/hours worked.
- E. There will be a Bus Drivers Handbook prepared which will govern many aspects of the driver's performance, working conditions, utility work to be assigned and performed, and other operating procedures for the management of the Transportation Department.
 1. The Bus Driver Handbook is hereby recognized, by this contract, as a document that will be accepted by the District and the Association as a guiding document.
 2. The Bus Drivers Handbook will be reviewed and if needed revised annually or at any time during the year with the mutual consent of both parties.
 3. The contents of the Bus Drivers Handbook will be suggested by the Dispatch and Operations Coordinator, a committee of drivers including the "shop steward", and the Superintendent.

- F. The drug and Alcohol Testing Program for transportation employees already implemented by agreement between CSEA and the District shall remain as Board policy and administrative regulations.

G. Minimum and Maximum Time for Utility Work

There will be a minimum of eight hours per day of assigned and directed utility work. It is agreed and understood that the Utility Workers shall not be employed for less than one (1) hour nor more than four (4) hours on any particular day. If, after the bidding of utility hours has concluded and a portion of time less than one (1) hour remains, that portion may be bid by the next senior driver.

H. Bidding on Utility Hours

- 1) Any regular driver, assigned seven (7) or fewer hours per day, is entitled to bid for work as a Utility Worker for a combined Bus Driver/Utility Worker hours not to exceed eight (8) hours per day.
- 2) Regular bus drivers assigned seven (7) or fewer hours of driving time may refuse Utility Worker hours with no prejudice. Regular non-eight (8) hour drivers shall be permitted to refuse utility work.
- 3) If all drivers have had a chance to bid and there is still utility time available, a senior driver who was not allowed to bid on increments of one (1) hour utility may then bid the extra time not to exceed eight (8) hours per day.
- 4) Refused Utility Work: It is agreed and understood that refused utility work shall go into a pool and be available for bidding by the next regular non-eight (8) hour (refer to 6.(a)) driver, according to date of hire seniority. That process shall continue until all utility hours, as determined by the District, are exhausted.

I. Maximum Hours Not to Exceed Eight (8) Hours

It is agreed and understood that no regular Bus Driver shall be provided opportunity to work in excess of eight (8) hours per day unless and until other drivers, including field trip drivers, are provided an opportunity to work up to eight (8) hours per day.

J. Rotation of Hours

1. It is agreed and understood that at such time as additional hours (field trips-emergencies-substitute-relief driving) becomes available, the hours shall first be offered to those qualified drivers not having a regular eight (8) hours per day assignment, on a rotating basis, beginning with the most senior employee based upon date of hire.

2. The Dispatch and Operations Coordinator or designee shall maintain a log of the hours of extra/overtime driving accumulated by all drivers, on a monthly basis. This log shall be posted for review by the transportation department. Rotation of the "extra hours" shall be divided as equally as possible among those drivers having primary eligibility.

ARTICLE XX
PROFESSIONAL GROWTH and STAFF DEVELOPMENT

A: Professional Growth – Advancement Program

1. The District and Association believe in and agree to provide a District-sponsored Professional Growth program available to all classified employees.
2. This Agreement, therefore, stipulates that there will be a Professional Growth program initiated and maintained during the length of this Agreement.
3. The Black Oak Mine Unified School District recognizes the need for and encourages the involvement of its employees in professional growth programs that will:
 - a) Convey the clear message to classified employees that their skills and contributions are important to the mission of the District; and
 - b) Provide an incentive for classified employees to learn and upgrade skills that will enhance productivity and facilitate promotion from within.
4. Participation in the Professional Growth Program shall be open to any employee after he/she has attained permanent status.
 - a) Professional growth activities or college coursework completed by the employee prior to attaining permanent status shall not be eligible for any consideration or compensation.
 - b) In general, Professional Growth units may not be earned during an employee's normally assigned shift.
5. Employees shall seek assistance and pre-approval from their Supervisor/administrator in planning their Professional Growth, utilizing the "Professional Growth Incentive Program Pre-approval Request" form in Appendix C. In the event approval is denied, the employee may appeal the decision to the Appeals Committee.
6. An Appeals Committee will be comprised of the Association President or designee, the Personnel Services Coordinator for the District, and a neutral site administrator.
7. Professional Growth Credit
 - a) Professional growth credit shall be earned through courses/seminars, conferences or workshops related to improving skills or performance in the current job class.

- b) Credit for College and University level courses (credit or non-credit) shall be awarded on the basis of one semester unit equals one (1) PROFESSIONAL GROWTH UNIT.
- c) Credit for Adult Education classes and appropriate workshops, seminars and conferences shall be awarded on the basis of fifteen (15) class or workshop hours equal one (1) PROFESSIONAL GROWTH UNIT.
- d) Ten (10) PROFESSIONAL GROWTH UNITS shall comprise one (1) PROFESSIONAL GROWTH STEP.

8. Professional Growth Steps

- (a) A maximum of one (1) Professional Growth Step per employee shall be awarded annually.
- (b) There shall be a maximum of four (4) Professional Growth Steps.

9. Professional Growth Compensation

- (a) Each step shall be compensated at the rate of \$600 annually to the employee's salary.
- (b) Employees working less than forty (40) hours weekly shall be compensated for each Professional Growth Step on a pro-rated basis.
- (c) To earn a growth step, the District must have verification on file for 10 professional growth units prior to October 15 to be effective for that school year.

10. The District shall reimburse employees for tuition and other pre-approved costs associated with training programs specifically required by the District.

B. Staff Development Training

- 1. The intent of staff development training is for each employee to receive from the District documented training relevant to his/her job classification pro-rated to three workdays within his/her contracted hours. If the District schedules such training outside a unit member's contracted hours, he/she will be paid his/her regular hourly rate for actual participation in the training. Each employee is expected to participate in the training, and participation in such training shall be included in the employee's written evaluation.

2. The training shall be used for the purposes of:

- A. Enhancing skill development
- B. Improving job performance
- C. Implementing recommendations by supervisors
- D. Promoting toward the next level in the job class
- E. Receiving health and safety training relevant to the job class
- F. Complying with mandates
- G. Other

3. The District will offer training to unit members to improve technology or other skills necessary to 1) meet the current demands and projected future expectations of their existing positions and/or 2) cross-train for promotional opportunities within the District.

ARTICLE XXI SAVINGS

- A. If any provision of this Agreement is held to be invalid by operation of law, contrary to law by the final judgment of any court of competent jurisdiction or by an unappealed decision of the Public Employment Relations Board, 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.

Upon request, the parties will meet and negotiate appropriate language to replace those provisions deemed to be invalid.

ARTICLE XXII
ENTIRE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
1. To the extent that any agreement arrived at is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

ARTICLE XXIII
RELEASE TIME FOR CSEA OFFICER

The Association President or his/her designee will be provided release time with no loss of salary or other benefits to conduct CSEA business which could not otherwise be conducted outside the regular work day.

**ARTICLE XXIV
DURATION**

Appalachian Shale Agreement
Between
California School Employees Association
Gold Chain Chapter #660
And the
Black Oak Mine Union School District

The parties agree that it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:

1. The parties agree to create a new collective agreement between CSEA and the District with a term of 7/1/17 through 6/30/20.
2. The above referenced collective agreement shall embody all of the specific terms of the agreement that expired on 6/30/17, with the exception of the duration clause.
3. The parties agree that they will public notice (pursuant to EERA Section 3547) their respective proposals for successor agreement issues (other than the term) no later than 12/31/17. The parties agree to commence negotiations on these proposals no later than 2/16/17.
4. Pursuant to the provisions of this agreement, the parties shall have a free and unlimited right to make successor agreement proposals on any subject matter within scope, with the exception of the previously determined duration clause.
5. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

For the District



Date

11/7/17

For the CSEA

McKeene-Sasse

Date

11/7/17

**APPENDIX A
BLACK OAK MINE UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE 2017-18
ARTICLE X
2.95% Retro July 1, 2015**

1.0459

RANGE	I	II	III	IV	V	2%					4%					6%					8%					RANGE
						8th	13th	18th	23rd	28th	33rd	38th	43rd	48th	53rd	58th	63rd	68th	73rd	78th	83rd	88th	93rd	98th	103rd	
18	10.50	11.02	11.56	12.13	12.74	12.99	13.25	13.50	13.76	14.01	14.27	14.53	14.79	15.05	15.31	15.57	15.83	16.09	16.35	16.61	16.87	17.13	17.39	17.65	17.91	18
19	10.76	11.28	11.86	12.44	13.06	13.32	13.58	13.84	14.10	14.36	14.62	14.88	15.14	15.40	15.66	15.92	16.18	16.44	16.70	16.96	17.22	17.48	17.74	18.00	18.26	19
20	11.02	11.56	12.16	12.76	13.40	13.67	13.94	14.20	14.47	14.73	15.00	15.26	15.53	15.79	16.06	16.32	16.59	16.85	17.12	17.38	17.64	17.91	18.17	18.43	18.69	20
21	11.30	11.87	12.45	13.08	13.72	13.99	14.27	14.54	14.82	15.09	15.36	15.63	15.90	16.17	16.44	16.71	16.98	17.25	17.52	17.79	18.06	18.33	18.60	18.87	19.14	21
22	11.58	12.15	12.76	13.40	14.07	14.35	14.63	14.91	15.20	15.47	15.75	16.03	16.31	16.59	16.87	17.15	17.43	17.71	17.99	18.27	18.55	18.83	19.11	19.39	19.67	22
23	11.87	12.45	13.08	13.75	14.42	14.71	15.00	15.29	15.57	15.86	16.15	16.44	16.73	17.02	17.31	17.60	17.89	18.18	18.47	18.76	19.05	19.34	19.63	19.92	20.21	23
24	12.16	12.77	13.41	14.08	14.78	15.07	15.37	15.67	15.96	16.26	16.55	16.85	17.14	17.44	17.73	18.03	18.33	18.62	18.92	19.21	19.51	19.80	20.10	20.39	20.69	24
25	12.45	13.08	13.74	14.43	15.15	15.45	15.76	16.06	16.36	16.66	16.96	17.26	17.56	17.86	18.16	18.46	18.76	19.06	19.36	19.66	19.96	20.26	20.56	20.86	21.16	25
26	12.77	13.42	14.09	14.80	15.53	15.84	16.15	16.46	16.77	17.07	17.38	17.69	18.00	18.31	18.61	18.92	19.23	19.53	19.84	20.14	20.45	20.75	21.06	21.36	21.66	26
27	13.09	13.76	14.44	15.15	15.91	16.23	16.54	16.86	17.18	17.49	17.81	18.12	18.43	18.74	19.05	19.36	19.67	19.98	20.29	20.60	20.91	21.22	21.53	21.84	22.15	27
28	13.42	14.09	14.80	15.53	16.31	16.63	16.96	17.28	17.61	17.92	18.24	18.56	18.88	19.20	19.52	19.84	20.16	20.48	20.80	21.12	21.44	21.76	22.08	22.40	22.72	28
29	13.76	14.44	15.15	15.92	16.71	17.04	17.38	17.71	18.05	18.37	18.70	19.03	19.36	19.69	20.02	20.35	20.68	21.01	21.34	21.67	22.00	22.33	22.66	22.99	23.32	29
30	14.10	14.81	15.55	16.33	17.15	17.49	17.84	18.18	18.52	18.85	19.19	19.53	19.87	20.21	20.55	20.89	21.23	21.57	21.91	22.25	22.59	22.93	23.27	23.61	23.95	30
31	14.45	15.17	15.93	16.73	17.58	17.93	18.28	18.63	18.99	19.33	19.68	20.02	20.37	20.71	21.06	21.40	21.74	22.08	22.43	22.77	23.11	23.45	23.79	24.13	24.47	31
32	14.81	15.55	16.33	17.16	18.00	18.36	18.72	19.08	19.44	19.79	20.14	20.49	20.84	21.19	21.54	21.89	22.24	22.59	22.93	23.28	23.62	23.97	24.31	24.66	25.00	32
33	15.16	15.94	16.74	17.59	18.46	18.83	19.20	19.57	19.94	20.30	20.66	21.02	21.38	21.74	22.10	22.46	22.82	23.18	23.54	23.90	24.26	24.62	24.98	25.34	25.70	33
34	15.56	16.35	17.17	18.01	18.93	19.31	19.69	20.07	20.44	20.81	21.19	21.57	21.95	22.33	22.71	23.09	23.47	23.85	24.23	24.61	24.99	25.37	25.75	26.13	26.51	34
35	15.94	16.74	17.59	18.48	19.38	19.77	20.16	20.54	20.93	21.32	21.71	22.10	22.49	22.88	23.27	23.66	24.05	24.44	24.83	25.22	25.61	26.00	26.39	26.78	27.17	35
36	16.36	17.17	18.03	18.94	19.88	20.28	20.68	21.07	21.47	21.86	22.26	22.65	23.05	23.44	23.84	24.23	24.63	25.02	25.42	25.81	26.21	26.60	27.00	27.39	27.78	36
37	16.77	17.60	18.48	19.40	20.38	20.79	21.20	21.60	22.01	22.41	22.81	23.22	23.62	24.03	24.43	24.84	25.24	25.65	26.05	26.45	26.86	27.26	27.66	28.07	28.47	37
38	17.11	17.96	18.87	19.79	20.88	21.30	21.72	22.13	22.55	22.95	23.37	23.78	24.19	24.60	25.01	25.43	25.84	26.25	26.66	27.07	27.48	27.89	28.30	28.71	29.12	38
39	17.53	18.40	19.33	20.29	21.42	21.85	22.28	22.71	23.13	23.55	23.97	24.39	24.81	25.23	25.65	26.07	26.49	26.91	27.33	27.75	28.17	28.59	29.01	29.43	29.85	39
40	17.97	18.87	19.81	20.81	21.93	22.37	22.81	23.25	23.68	24.11	24.54	24.97	25.40	25.83	26.26	26.69	27.12	27.55	27.98	28.41	28.84	29.27	29.70	30.13	30.56	40
41	18.41	19.34	20.31	21.32	22.51	22.96	23.41	23.86	24.31	24.74	25.18	25.62	26.06	26.50	26.94	27.38	27.82	28.26	28.70	29.14	29.58	30.02	30.46	30.90	31.34	41
42	18.89	19.82	20.82	21.86	23.05	23.51	23.97	24.43	24.89	25.33	25.79	26.25	26.70	27.16	27.61	28.07	28.52	28.98	29.43	29.89	30.34	30.79	31.25	31.70	32.16	42
43	19.36	20.32	21.34	22.41	23.65	24.12	24.60	25.07	25.54	26.00	26.46	26.92	27.38	27.84	28.30	28.76	29.22	29.68	30.14	30.60	31.06	31.52	31.98	32.44	32.90	43
44	19.83	20.82	21.86	22.96	24.11	24.59	25.07	25.55	26.04	26.50	26.96	27.42	27.88	28.34	28.80	29.26	29.72	30.18	30.64	31.10	31.56	32.02	32.48	32.94	33.40	44
45	20.33	21.35	22.41	23.53	24.70	25.20	25.69	26.19	26.68	27.16	27.64	28.12	28.60	29.08	29.56	30.04	30.52	31.00	31.48	31.96	32.44	32.92	33.40	33.88	34.36	45
46	20.83	21.88	22.97	24.12	25.32	25.83	26.33	26.84	27.35	27.83	28.33	28.83	29.33	29.83	30.33	30.83	31.33	31.83	32.33	32.83	33.33	33.83	34.33	34.83	35.33	46
47	21.36	22.42	23.54	24.73	25.96	26.48	27.00	27.52	28.04	28.55	29.06	29.57	30.08	30.59	31.10	31.61	32.12	32.63	33.14	33.65	34.16	34.67	35.18	35.69	36.20	47
48	21.89	22.99	24.13	25.34	26.61	27.14	27.67	28.20	28.74	29.25	29.77	30.29	30.81	31.33	31.85	32.37	32.89	33.41	33.93	34.45	34.97	35.49	36.01	36.53	37.05	48
49	22.43	23.56	24.74	25.97	27.28	27.82	28.37	28.91	29.46	29.97	30.52	31.06	31.61	32.15	32.69	33.24	33.78	34.33	34.87	35.42	35.96	36.51	37.06	37.61	38.16	49
50	23.00	24.15	25.35	26.63	27.96	28.52	29.08	29.63	30.19	30.73	31.29	31.84	32.39	32.94	33.49	34.04	34.59	35.14	35.69	36.24	36.79	37.34	37.89	38.44	38.99	50

LONGEVITY INCREASES

Beginning 8th year of service - 2% over base salary
Beginning 13th year of service - 4% over base salary
Beginning 18th year of service - 6% over base salary
Beginning 23rd year of service - 8% over base salary

BLACK OAK MINE UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER. NO PERSON SHALL BE DISCRIMINATED AGAINST BECAUSE OF RACE, COLOR, SEX, NATIONAL ORIGIN, AGE, OR HANDICAP.
Board approved: 04/20/2017
Amended: 04/04/2017
sk/class/2016-17 classified salary schedule

**MEDICAL BENEFIT PLANS
CALIFORNIA'S VALUED TRUST
PLAN OPTIONS**

APPENDIX B

Blue Cross Plan 1
Blue Cross Plan 4
Blue Cross Plan 7
Blue Cross Plan 10D
Blue Cross Wellness Plan
CVT Bronze Plan

Kaiser Plan 1
Kaiser Plan 5
Kaiser Plan 7
Kaiser Plan 8

Delta Dental

Vision Service Plan

Black Oak Mine Unified School District APPENDIX C
Professional Growth Incentive Program
Pre-approval Request

THIS REQUEST MUST BE SUBMITTED PRIOR TO THE START OF ANY ACTIVITY FOR APPROVAL BY THE IMMEDIATE SUPERVISOR. (See Article XX.)

Job Classification _____

Name _____

Site _____

Date _____

Units Earned:

1 Semester Unit = 15 Hours

10 Semester Units = 1 Growth Step

(Please review CSEA contract for specific details.)

☐ College ☐ Adult Ed. ☐ Other _____

Course Title _____ **Date to be taken** _____

Name of Institution _____

Number of units and/or hours _____ **Semester/Quarter** _____

Brief explanation of course content: _____

What result will this have on your job performance?

Attach a copy of course description or brochure (required).

Signature of Employee

Date

☐ Approved

Administrator Signature

Date

☐ Not Approved

(If needed)

Signature of Appeals Committee

Date

Professional Growth Incentive Program
Professional Growth Units Earned

Name _____

Course/ seminar, conference, or workshop completed: _____

Check one:

☐ Number of hours earned: _____

☐ Number of units earned: _____ quarter
_____ semester



Please attach one of the following:

- η Transcript
- η Certificate
- η Other verification of course completion

OR complete the statement below:

_____ has been enrolled in _____
{Name} {Course, Workshop, Etc.}

and has successfully completed this course with a passing grade or has attended the seminar, conference, workshop.

By: _____
Instructor/Seminar Chairperson, Etc.

Title

Date