

ARTICLE I
Recognition

The Soledad Unified School District, a public school employer, (hereinafter referred to as "District") recognizes the California School Employees Association (hereinafter referred to as "unit") as the sole exclusive bargaining representative for classified employees other than management, supervisory, confidential, clerical and certificated employees:

1. During the life of this Agreement, all newly created classified positions, appropriate to this bargaining unit, shall be assigned to the bargaining unit by the District unless lawfully excluded. Disputed cases may be submitted to PERB for resolution as specified by PERB rules and regulations.
2. The classifications covered by the terms of this Agreement are included in but not limited to the lists in Appendix A and B.
3. Employment as a Yard Duty Supervisor while employed in another classified position shall be classified work and shall be counted toward all benefits both statutory and contractual.

ARTICLE II
Organizational Rights and Responsibilities

The unit shall have the following rights in addition to the rights covered by other portions of this Agreement:

1. The right to designate Job Stewards from among employees in the unit for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. The unit shall notify the District in writing of the names of the Job Stewards.
2. The Job Stewards shall be allowed reasonable time when conferring with employees in the unit on processing grievances.
3. The unit representative may visit the District during operating hours for purposes consistent with this Agreement and afforded access to areas in which employees work, providing permission is obtained from the District administrator.
4. Employees may be released from their work assignment up to an hour to attend a Unit meeting if nothing is scheduled by the District. CSEA will provide the District with the annual regular CSEA meeting schedule. The Superintendent or designee shall be informed of special meetings or schedule changes that require release time according to this section, no less than 24 hours prior to the meeting. District facilities use forms will be required to be approved prior to the unit's use of District facilities.
5. The right to use institutional equipment with District approval and to reimburse the District for any cost incurred at times other than regular working hours when not in use for district business.
6. The right to have designated, and use without charge, institutional bulletin board space at locations, within the schools, and use of the District mail system, distribution boxes, and other means of communication for posting or transmission of materials dealing with proper or legitimate business of the unit and not in violation of applicable laws.
7. The right to be supplied with a seniority list of all bargaining unit employees on the effective date of this Agreement, and thereafter annually upon request.
8. Except as provided herein, the unit agrees that no employee will engage in unit activity during the time he/she is assigned to his/her regular duties without prior District approval.
9. The right of release time for two (2) chapter delegate(s) to attend the CSEA Annual Conference, not to exceed five (5) paid workdays. All other expenses shall be borne by the employees. The dates for the conference will be furnished to the district May 1 of each year.

10. Members of the unit Negotiations Committee shall, upon arrangement, be excused from their regular duties without loss of pay for time spent in negotiations or other scheduled occasions with the District or its representatives, if conducted during working hours.
11. The right to conduct an orientation session on this Agreement for bargaining unit employees during regular working hours: not to exceed two (2) hours. District shall be notified two (2) days in advance prior to meeting.
12. CSEA recognizes its responsibility to negotiate in good faith.

ARTICLE III
Check Off and Organizational Security

1. The unit shall have the sole right to have membership dues, initiation and service fees deducted for employees in the bargaining unit.
2. The District shall deduct in accordance with the unit Dues and Service Fee Schedule, provided to the District, dues from the wages of all employees who are members of unit on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District.
3. The District shall deduct dues in accordance with the unit Dues and Service Fee Schedule, from the wages of all employees who, after the date of this Agreement, become members of the unit and submit a dues authorization form.
4. Unit members who are not members of the Association shall pay a service fee equivalent to unified Association dues. The unit member shall pay the service fee directly to the Association on or before the first day of each month or have the service fee deducted from his/her monthly salary. The Association may notify the district if a service fee payer is delinquent in direct payment to the Association, and the district shall begin automatic payroll deduction of the service fee for the remainder of that school year.
5. New employees within (30) days from the commencement of actual employment must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current unit dues directly to the unit.
6. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to unit, to pay an amount no greater than the current unit dues to any non-religious, non-labor organization, charitable funds exempt from taxation under Section 5018 (3) of Title 26 of the Internal Revenue Code. In this regard, a District Scholarship Fund account will be maintained. Proof of payment to any fund shall be made on an annual basis to the unit.
7. In the event any unit member revokes a dues authorization, during the term of this Agreement, the District shall continue to deduct from the salary of such employees the current service fee as set forth in Appendix "E", and such fees shall be transmitted to the unit.
8. The unit shall indemnify and hold the District harmless from any claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE IV
Definitions

1. "Academic Year/School Year" is the period from August through June when students are normally required to be in attendance and includes all recess periods falling within that time span, unless a non-traditional school schedule is established.
2. "Allocation" is the placement of a class on a specific salary schedule range or rate.
3. "Anniversary date" is the anniversary date for purposes of step advancement which shall be:

For the First Year of Service

- a. For those persons employed in the months of July through December the anniversary date shall be July 1.
- b. For those persons employed in the months of January through June the anniversary date shall be January 1.

Thereafter all employees shall have a common anniversary date of July 1, after having completed at least one (1) school year of consecutive service to the district.

4. "Bumping right" is the right of a District employee, in the bargaining unit, under certain conditions, to displace an employee with less seniority in a class.
5. "Class" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
6. "Class description" is the description of the duties, minimum qualifications, responsibilities, Americans with Disabilities Act guidelines and authority of positions in a class. (To be mutually agreed upon between CSEA and the District).
7. "Classification" is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
8. "Demotion" is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate or an assignment to an infer-status.
9. "Differential" is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
10. "Fiscal year is July 1 through June 30.

11. "Health and Welfare Benefits" means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
12. "Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.
13. "Industrial Accident or Illness" is an injury or illness arising out of or in the course of employment with the District.
14. "Involuntary Demotion" is a demotion without the employee's voluntary written consent.
15. "Leave and Transfer Policies" means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, holidays, training leave, or transfer of any employee from one site to another.
16. "Minimum Qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
17. "Notice": Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent of written notice or First Class Mail notice to the Office of the Superintendent, and notice to unit shall be written notice personally delivered to the President of the local chapter or First Class Mail directed to Soledad unit's current mailing address.
18. "Permanent employee" is a regular employee who successfully completes an initial probationary period, which shall not exceed six work months of service beyond the initial date of employment by the District.
19. "Probationary employee" is a regular employee who will become permanent upon completion of a six (6) month probationary period. Pursuant to Education Code Section 45113, the probationary period may be extended up to twelve months from the date of hire. A probationary employee may be released without cause.
20. "Promotion" is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
21. "Qualified" is an applicant who meets the minimum employment standards of a class description.
22. "Re-allocation" is a movement of an entire class from one salary range to another.

23. "Re-classification" is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such positions.
24. "Re-employment" is the return to duty of an employee who has been placed on a reemployment list.
25. "Re-employment List" is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
26. "Regular Employee" is any employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, temporary, substitute, short-term, or student employee.
27. "Restricted Employee" is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program except as may otherwise be specified by this agreement.
28. "Safety Conditions of Employment" means any work-related condition affecting the health, safety, or welfare of the employee.
29. "Salary Rate" is a specified amount of money paid for a specific period of service.
30. "Salary Schedule" is a series of salary steps and ranges which comprise the rates of pay for all classes.
31. "Salary Step" is one of the salary levels within the range of rates for a class.
32. "Seniority in Class" is secured by initial date of hire in District as either a probationary or regular employee. For persons who were employed by the district prior to August 1, 1988, seniority shall be based upon hours in the classification plus higher classes as of August 1, 1988 and shall not change thereafter.
33. "Short-term Employee" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
34. "Student Employee" is full-time student employed part time, and part time students employed part time in any high school or college work study program, or in a work experience educational program conducted by a high school or college and which is financed by state or federal funds.

35. "Substitute Employee" is a person who performs the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
36. "Summer School" or "Intersession" is that period when schools are in session which falls outside the normal academic year.
37. "Uniforms": Any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
38. "Voluntary Demotion" is a demotion agreed to in writing by the employee and the District.
39. "Working Hours": All hours in paid status shall be considered working hours.

ARTICLE V
Hours and Overtime

- A. Workweek: The workweek shall consist of five (5) consecutive days, normally Monday through Friday, or eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District or for those positions established with a workweek other than Monday through Friday.
- B. Workday: The hours of the workday shall be designated by the District for each classified assignment at the time of employment. Each employee shall be assigned a fixed ascertainable minimum number of hours.
- C. Adjustment of Assigned Time: Any employee of the bargaining unit who works a minimum 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 shall have his/her regular assignment adjusted upward for the period of the increase in hours to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis effective with the next pay period.
- D. Increase in Hours: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.
- E. Lunch Periods: Employees shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour or shall be scheduled for full time employees at or about the mid-point of each work shift.
- F. Rest Periods:
1. Employees shall be granted rest periods which in so far as practicable shall be in the middle of each work period at the rate of ten (10) minutes per two (2) hours worked.
 2. Specified periods may be designated when the operations of the District requires someone to be present at the employee's work site at all times or when the District determines it is necessary for the efficient operation of the District. Such times shall be determined by the supervisors after consultation with the employees involved.
 3. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employees.
- G. Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

1. All four (4) hours or more per day employees hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.
 2. All hours worked on the seventh (7th) consecutive day of work up to eight (8) hours shall be compensated at time and one-half (1 1/2) times the regular rate of pay.
 3. All hours worked on holidays designated by the Agreement shall be paid compensation for such work, in addition to the regular pay received for the holiday, at a rate of time and one-half (1 1/2) the regular rate of pay.
- H. Shift Differential: An employee work day which begins after 2:00 p.m. and ends before midnight shall have a one-half (1/2) hour meal hour included in the working day. An employee whose shift is from midnight on shall have a one-half (1/2) hour meal period included in the working day plus a two and one-half (2 1/2) percent hourly rate increase.
- I. Overtime for Employees Receiving a Reduction in Hours as Shift Differential: An employee whose shift differential premium consists of a reduction in assigned hours shall be paid at the appropriate overtime rate for all hours worked in excess of seven and one-half (7 1/2) in any one day or on any one shift or in excess of thirty-seven and one half (37 1/2) hours in any one calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time.
- J. Compensatory Time Off:
1. An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for time worked beyond their assigned workday/workweek. Such election shall be submitted in advance in writing to the immediate supervisor within the pay period earned. Compensatory time off shall be granted at the regular rate of pay, unless it causes the employee's work week to exceed eight (8) hours and forty (40) hours in a week in which case it will be granted at 1.5 times the regular rate of pay. Compensatory time must have approval of the supervisor prior to being earned. The employee must obtain prior approval from their supervisor(s) for use of the comp time.
 2. An employee may accrue up to 40 hours of compensatory time. Any time worked which would cause an employee to exceed 40 hours of accrued time shall be paid. Compensatory time shall be taken at a time mutually acceptable to the employee and the District. Any compensatory time earned but not used within the current school year shall be paid to the employee at the appropriate rate of pay.
- K. Overtime - Equal Distribution: Overtime shall be distributed in an equitable manner within each classification as the need arises.
1. Employees shall be listed by seniority and overtime offered from top to bottom in rotation. An employee absent or refusing will be passed to the next employee in line. The employee absent or refusing will be passed until the next name comes up again in the rotation.

2. If all employees in the class refuse the overtime, the supervisor shall have the authority to select an employee for the overtime service which is mandatory.
- L. Minimum Call-In/Call Back Time: Any employee called in/called back to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall be compensated for a minimum of two (2) hours pay at the appropriate rate of pay irrespective of the actual time worked.
- M. Additional Work Assignments:
1. When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular school academic year, or beyond the regular work day, the work shall be assigned to bargaining unit employees serving in the appropriate classification(s).
 2. When it is necessary to assign bargaining unit employees, at times other than during the regular school academic year or beyond the regular work day, the assignment shall be made in order of bargaining unit seniority in the appropriate classification, but no employee shall be required to accept such assignment. If the employee with the greatest bargaining unit seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of bargaining unit seniority until the position is filled.
 3. An employee who accepts a work assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and/or benefits be less, on a pro-rata basis than the compensation and benefits he/she was receiving immediately prior to the commencement of the additional work period assignment.
 4. Mandated Student Testing: When it is necessary to test students outside of the regular school academic year or beyond the regular work day, the work shall be offered annually in descending order of seniority, regardless of classification, to those classified employees who are certified to test.
 1. Employees who work as a Student Tester shall be paid at a flat rate of \$25.00 per hour, not subject to step increases.
 2. Time worked as a Student Tester shall not count toward eligibility for medical benefits.
 3. "Certified" means that an employee has participated in annual training and is qualified to test according to the mandates of the particular test.

- N. Contracting: The District shall not contract out work which would normally be performed by employees in the bargaining unit without first negotiating with CSEA at least sixty (60) days before the work needs to be performed. The District shall notify CSEA in writing, of its proposal to contract out work. The parties shall make a good faith effort to reach a mutually agreeable resolution. If, following good faith negotiations the parties cannot reach a mutually agreeable resolution, the District may contract out the work if in accordance with the intent and provisions of Ed Code 45103 and any applicable laws. Student trips shall be governed by Article 19 E.

ARTICLE VI
Pay and Allowance

- A. Salary Schedule
1. All bargaining unit employees shall be classified and designated a range and step.
 2. The salary schedule will include six (6) lateral steps with five (5) percent increase between steps; range shall be numbered beginning with Range I and vertically increase two and one-half (2 1/2) percent between ranges. (Appendix Pages A & B)
- B. Regular Rate of Pay
1. Appendix A & B
 2. The frequency of payroll warrants for less than 12-month employees will be distributed over eleven (11) equal monthly payments with defer pay for 12th month.
 3. Per Government Codes Section 3547.5 and AB1200 (Statutes 1991, Chapter 1213), the Bargaining Unit and District agree to provide full disclosure to their members and the Board of Trustees as to the fiscal impact of changes to the major provisions of the tentative agreement, which includes: COLA to the salary schedule, step and column increases, increase of cost of benefits, and other major provisions added or modified. The above provisions will represent the total tentative agreement.
- C. Paychecks: Regular paychecks of employees shall be itemized to include: regular pay, other pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions, including health and welfare deductions as negotiated and within the capacity of M.C.O.E.
- D. Payroll Errors: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, and the District owes the employee, the appointed authority shall, within five (5) work days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn from the appropriate fund through M.C.O.E.

Whenever it is determined that an error has been made and the classified employee owes the District, the employee, along with an Association representative, if the employee wishes, shall meet with the appropriate District administrator to negotiate a repayment plan.

In the event that the parties are unsuccessful in negotiating a repayment plan, the District may deduct up to five percent (5%) of the employee's gross wages from any check until such time as the overpayment is paid back to the District. This five percent (5%) deduction limitation applies to all payroll checks except an employee's last payroll check in the case where an

employee's employment with the District is terminated, in which case the District may take appropriate action to recover the overpayment.

An employee will not be "double-taxed" or otherwise required to repay any sum greater than the net sum received by the employee as a result of the overpayment.

E. Lost or Destroyed Check:

1. Any paycheck which is lost or destroyed after receipt by the employee shall be replaced within ten (10) working days after the filing of an affidavit by the employee that he had received a paycheck which was subsequently lost or destroyed. Actual checks are prepared by the County Office of Education, which may cause a delay beyond the district's control.
2. Any paycheck not received by the employee shall not be considered to be lost or destroyed until seven (7) calendar days after the date of mailing to the employee or two (2) work days after date of delivery to the Payroll Technician of the District.
3. After the seven (7) calendar days or two (2) workday waiting period the employee, upon filing of an affidavit, shall have his paycheck replaced within three (3) working days.

F. Frequency: (once monthly) All employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

1. Overtime checks shall be issued on the tenth (10th) of the month, or the scheduled supplemental pay period set by the County Office of Education, separate from the regular pay.

G. Salary Step Advancement: Anniversary date for purposes of step advancement shall be:

For the First Year of Service:

1. For those persons employed in the months of July through December the anniversary date shall be July 1.
2. For those persons employed in the months of January through June the anniversary date shall be January 1.

Thereafter all employees shall have a common anniversary date of July 1, after having completed at least one (1) school year of consecutive service to the district. Such advancement shall be based upon a satisfactory annual evaluation. An employee denied an advancement may appeal to the Superintendent, if not satisfied by the Superintendent's decision, may appeal to the Board.

- H. Reemployment: Any permanent classified employee, who voluntarily resigns and is reinstated or reemployed within thirty-nine (39) months after his/her last day of paid service, in the same classification which he/she held at the time of resignation, shall have restored all rights, benefits, and burdens of a permanent employee in the classification held at the time of the resignation. Placement on the salary schedule pursuant to this section, shall be at the same range and step last reached at the time of resignation. All seniority earned prior to the resignation shall be restored.
- I. Salary Schedule Placement Upon Promotion: An employee who has been promoted shall be placed on the salary schedule as follows:
1. If the range increase is no greater than two and one-half (2 1/2) percent above his/her range, the employee shall be placed on the same step on the new range as he/she was placed prior to promotion.
 2. If the range increase is five percent (5%) or more above his/her current range, the employee shall be placed at the step on the new range that is five percent (5%) higher than his/her salary prior to promotion, or if the five percent (5%) falls between steps, the next step higher which exceeds the five percent (5%). In no case shall placement on the new range result in more than a two step reduction from the step placement held prior to promotion.
- J. Reclassification: When a job class is moved from one salary schedule classification to another, all employees whose positions are allocated to the new class shall be adjusted to the corresponding step on the classification (i.e., Step A to Step A, Step B to Step B, etc.).
- K. Compensation During Required Training Periods: An employee who is required and directed by the District to attend training sessions shall be compensated at his/her appropriate rate of pay (course work for salary advancement is excluded from this provision).
- L. Compensated for Working Out of Classification: An employee assigned to work out of classification for more than five (5) working days within a fifteen (15) calendar day period shall be compensated at the higher classification rate for the entire period. The term "higher classification rate" means increased pay amounts that will reasonably reflect the duties required to be performed outside the employees' normal assigned duties.
- M. Additional Work Assignment Wages and Benefits: An employee who accepts an intersession assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and/or benefits be less, on a pro-rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the additional work period assignment.
- N. Replacing or Repairing Employee's Property: The District shall compensate all bargaining unit employees for documented loss or damage to personal equipment required to be used on

the job during the performance of official duties according to the adopted District policy (requires prior written approval by the District).

O. Physical Examinations, Fingerprints, X-Rays, Licenses, Fees:

1. The District shall pay the full cost for physical examinations, fingerprinting, X-rays, licenses, fees, and any other costs associated with continued employment or reimburse the employee for any such cost incurred.
2. Any employee who, as a condition of employment, incurred any expenses resulting from District examinations, fingerprinting, X-rays, licenses, fees, and other requirements shall be reimbursed for such costs on the first pay period following completion of six (6) months of service with the District.

P. Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.

Q. Hold Harmless Clause: Whenever any civil action is brought against an employee for any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employees from any financial loss resulting there from.

R. Uniforms: The District shall pay the full cost of the purchase of uniforms, equipment, identification, badges, emblems, and cards required by the District to be worn or used by bargaining unit employees. The allocation of uniforms shall be as follows: Custodian I, Custodian II/Bus Drivers, Groundsperson, Maintenance I, Maintenance II, and Mechanic shall receive six (6) shirt and pant sets. The Mechanic shall also receive five (5) pair of coveralls. Food Service workers will receive five (5) apron/smocks.

S. Longevity: The District agrees to additionally compensate long service employees by providing longevity pay to eligible employees: on the first of the month following the date of hire.

1. A five percent (5%) increase additional per year beginning with the first month of service after ten (10) years of service based on hire date.
2. A five percent (5%) increase additional per year beginning with the first month of service after fifteen (15) years of service based on hire date.
3. A five percent (5%) increase additional per year beginning with the first month of service after twenty (20) years of employment.
4. A five percent (5%) increase additional per year beginning with the first month of service after twenty-five (25) years of employment.

- T. PERS Contribution: The district shall pay the employees' contribution to PERS.
- U. Bus Driver's Stipend: Effective 7/1/02, persons in positions requiring a bus driver's license shall receive a \$500 per year stipend to be paid at the end of the year for maintaining a bus driver's license. Employees working less than a full work year shall receive a pro-rata stipend based upon actual months of service according to their work year. Persons in positions requiring a bus driver's license shall maintain that license as a condition of employment.

ARTICLE VII

Health and Welfare Benefits

A. Medical/Prescription, Dental and Vision Insurance Coverage

1. All employees shall receive benefits as required by law with employees providing the information necessary for the enrollment in these required benefit programs.
 - a. PERS (Public Employees Retirement System)
 - b. OASDI (Social Security)
 - c. Unemployment Insurance
 - d. Workman's Compensation Insurance

2. Eligibility
 - a. Employees may participate in a dependent medical, vision, and dental coverage at their expense. The District will make proper deductions upon receipt of written notice. Employees may purchase coverage at their expense if they do not meet the district criteria for paid coverage.

 - b. Any classified employee in the bargaining unit who becomes eligible for coverage under this Agreement shall be deemed to permanently meet the eligibility requirements. Continuation to receive paid coverage shall be prorated based on reduced hours, with the employee paying the difference, if the reduction causes the employee to work less than 6 hours per day.

 - c. At the end of the contract, and until the new contract is negotiated, the district agrees to continue coverage according to all provisions in Article VII.

 - d. Association and district will work cooperatively during the length of the contract to mutually develop a cost effective program of medical coverage for employees.

 - e. Effective July 1, 2003, "Domestic Partners" will be eligible to participate as employee's dependents, per the guidelines provided by MCSIG (Monterey County Schools Insurance Group).

3. Health Insurance
 - a. The district shall provide paid medical insurance for full-time employees under Option I or the replacement of Option I for the duration of this contract. Those employees choosing Option III shall be paid the difference between the cost of Options I & III. Dependent coverage is an option at the employee's expense.

 - b. Employees shall be eligible for benefits provided they are assigned to work six hours per day or more after completing the initial three (3) months probationary period in the district. The three (3) months probationary period may be waived by the district for new employees who have previously served in another school district.

- c. The employee shall participate in the Utilization Review, with mandatory second surgical opinion in the event of hospitalization and/or surgery.
 - d. Paid prescription shall be provided under medical benefits.
- 4. Vision Care Insurance
The district shall provide paid vision insurance for employees beginning July 1, 2005 through June 30, 2008. The employee may purchase dependent coverage at their expense. The district will increase employee paid vision coverage option as provided by MCSIG, effective January 1, 1998.
- 5. Dental Insurance
The district shall provide dental insurance for employees only. The employee may purchase dependent coverage at their expense.
- 6. Life Insurance
The district agrees to provide each employee only a core term life insurance policy that the current insurance carrier provides, which is included in the current medical premiums.
- 7. Disability Insurance
 - a. The district agrees to provide a program of disability insurance for all bargaining unit employees, with premiums paid by the district.
 - b. In the event of disability and unless otherwise provided by this section, the employee shall use his/her accumulated sick leave before using disability insurance basic benefits.
 - c. Benefits to include seventy percent (70%) of all income sources to age seventy (70), with a ninety (90) day waiting period. (Benefit booklet will be provided.)
- 8. Early Retirement Benefits - Employees Hired Prior to January 1, 1999
 - a. Health and Welfare Benefits Upon Retirement
An employee who retires and who has fifteen (15) years of service in the district of which the last five (5) years were in consecutive service and has attained fifty-five (55) years of age shall be eligible to receive the district paid medical, vision, dental plan coverage in effect for Bargaining Unit Employees only at the time of retirement until becoming eligible for the national and/or state medical program if less than sixty-five (65) years of age. The retired employee between the ages of fifty-five (55) and sixty-five (65) shall be able to obtain medical coverage for all eligible dependents at the cost of the retired employee. This coverage shall be the same coverage in effect for active employees each year, and may change yearly or as negotiated.
 - b. An employee who has attained the age of sixty-five (65) or has become eligible for the national or state medical program if less than sixty-five (65) years of age

shall be eligible to receive district paid supplement to the national or state medical program for a period not to exceed fourteen (14) years or until the retiree's seventy-ninth (79) birthday. After the 79th birthday, the retiree will be able to purchase supplemental coverage at their own expense.

- c. An employee who retires and has at least three (3) years but less than fifteen (15) years of service in the district and has attained the age of fifty (50) years shall be allowed to remain in the group for Health and Welfare benefits at the retiree's expense.

9. Early Retirement Benefits - Employees Hired After January 1, 1999

a. Health and Welfare Benefits Upon Retirement

An employee who retires and who has fifteen (15) years of service in the district of which the last five (5) years were in consecutive service and has attained fifty-five (55) years of age shall be eligible to receive employee only coverage at fifty percent (50%) District paid medical, vision, dental plan coverage in effect for Bargaining Unit Employees only at the time of retirement until becoming eligible for the national and/or state medical program if less than sixty-five (65) years of age. The retired employee between the ages of fifty-five (55) and sixty-five (65) shall be able to obtain medical coverage for all eligible dependents at the cost of the retired employee. This coverage shall be the same coverage in effect for active employees each year, and may change yearly or as negotiated.

- b. An employee who has attained the age of sixty-five (65) or has become eligible for the national or state medical program if less than sixty-five (65) years of age shall be eligible to receive district paid supplement to the national or state medical program. After the 65th birthday, the retiree will be able to purchase supplemental coverage at their expense.
- c. An employee who retires and has at least three (3) years but less than fifteen (15) years of service in the district and has attained the age of fifty (50) years shall be allowed to remain in the group for Health and Welfare benefits at the retiree's expense.

ARTICLE VIII

Holidays

- A. Scheduled Holidays: The District agrees to provide a minimum of thirteen paid holidays that occur or fall during the bargaining unit employees work schedule when in paid status.

Independence Day	Labor Day
Veterans Day	Thanksgiving Day
New Year's Eve	Christmas Eve
Christmas	New Years
Martin Luther King, Jr.	Lincoln's Day
Presidents' Day	Memorial Day
Day After Thanksgiving	Cesar Chavez Day

Actual scheduling of the above listed holidays will appear on the annual adopted school calendar by the district. Employees will be furnished copies of the adopted calendar at the beginning of each school year.

- B. Additional Holidays: Each day declared by the President, or Governor of the State as a public fast, mourning, Thanksgiving, or holiday or any day declared as a holiday by the Governing Board under applicable laws shall be a paid holiday for classified employees.
- C. Holidays on Saturday or Sunday: When a holiday falls on a Saturday the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.
- D. Holiday Eligibility:
1. An employee shall be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
 2. Regular employees of the district who are not normally assigned to duty during winter and spring breaks shall be paid for holidays that occur during those breaks provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the break period.
- E. Teacher Training Days: Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular work day for all classified employees who are a part of this bargaining unit.

ARTICLE IX
Vacation Plan

- A. Eligibility: All probationary and permanent employees in the bargaining unit shall earn paid vacation under this Article. However, earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- B. Accumulation: Vacation time shall be earned and accumulated in accordance with the schedule listed below. The date for computing earned vacation days shall be the anniversary date for twelve (12) month employees; the date shall be June 30 or the last day worked in each fiscal year, whichever comes first, for less than twelve (12) month employees.
1. Employees regularly employed on a twelve (12) month basis are entitled to vacation days on a 260 work day year (including paid holidays) as follows:

<u>Completed Years of Service</u>	<u>Days of Vacation Earned</u>
1	10
2	11
3	12
4	13
5-10	15
11	16
12	17
13	18
14	19
15	20

2. Vacation days shall be earned by employees who work less than a full work year on a pro-rated basis. Calculations shall be computed by counting the employee's total annual assigned work days, plus holidays to determine the employee's work year (in days) and dividing by 260 (full work year), then multiplying by the appropriate number of vacation days earned based on the employee's completed years of service, as provided in 1, above. The resulting number (rounded off to the nearest whole number) is the employee's number of vacation days earned.

Examples of Computations

An employee who has completed his/her 2nd year of district service and who is assigned to work 177 days per year, plus entitled to fourteen (14) holidays, will be credited with a 191 day work year and earn eight (8) vacation days.

$$\frac{191}{260} \times 11 = 8.11 \text{ rounded off to } 8 \text{ vacation days.}$$

Assuming the employee in the example has completed his 8th year in the district he/she would have earned 11 vacation days.

$$\frac{191}{260} \times 15 = 11.06 \text{ rounded off to } 11 \text{ vacation days.}$$

Assume the employee has completed his 12th year in the district he/she would have earned thirteen (13) vacation days.

$$\frac{191}{259} \times 17 = 12.53 \text{ rounded off to } 13 \text{ vacation days.}$$

C. Vacation Pay:

1. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in working status.
2. Employees who are assigned to less than a ten (10) month work year shall not normally be granted a vacation period but shall be paid for their accrued vacation.
3. In no event may an employee carry-over from one year to the next more than five (5) days of vacation. All carry-over days must be with the written approval of the Superintendent.

D. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective day of the termination, except those employees who have not completed six (6) months of regular employment shall not be entitled to such compensation.

E. Vacation Postponement:

1. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave for any bonafide reason, he/she may request that his/her vacation dates be changed and the District will grant such a request in accordance with vacation dates available and needs of the District.
2. If the employee is not permitted to take his/her full vacation, the amount not taken shall accumulate for the use in the next year or be paid for in cash at the option of the governing board.

F. Holidays: When a holiday falls during the scheduled vacation period of any bargaining unit employee, such holiday shall not count as a day of vacation.

G. Vacation Scheduling:

1. Vacations shall be scheduled at times approved by the District.

Maintenance, Grounds, and Transportation employees shall be granted requested vacation time off during student break times (summer, winter, spring) on a rotational basis, by seniority. This rotation process shall continue without regard to fiscal or calendar year. Beginning with summer break 2009, at least half of this work crew shall be allowed to schedule vacation during these break times. Vacation requests shall be provided to the supervisor by April 30, annually. No more than two weeks shall be taken by any employee during any student break period.

2. If there is any conflict between employees who are working in the same or similar classifications, as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.
- H. Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation in order to begin a bona fide leave, provided the employee provides a written notice and statement attesting as to the reason for the change of status. If the reason is due to illness or injury, the statement will be obtained from a medical practitioner providing the treatment.
- I. Use of Vacation: A permanent employee may be advanced vacation during the year even though not earned at the time the vacation days are used.

ARTICLE X
Leave of Absence and Resignations

A. Sick Leave:

1. An employee employed five (5) days a week shall be granted twelve (12) days leave of absence for personal illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
2. An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for personal illness or injury as the number of months he/she is employed bears to twelve (12).
3. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to the proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for personal illness or injury to which they are entitled.
4. The employee should notify the district of his/her absence no later than 6:30 A.M. prior to the beginning of his/her work shift of the first day absent or sooner, unless conditions make notification impossible.
5. The employee shall notify his/her supervisor or the district office by 4:00 PM on the day before his/her expected return in order that any substitute employee may be terminated. If the employee fails to notify his/her supervisor or district office and both employee and substitute report, the substitute is entitled to the assignment.
6. Pay for any day of such absence shall be the same as the pay for which would have been received had the employee served during the day of illness.
7. At the beginning of each fiscal year, the full amount of sick leave granted shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
8. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
9. An employee who has unused leave of absence for accident or illness accumulated in another California school district at the time he/she is employed in the District and

such employment occurs within one year of his previous employment, shall upon request, be credited with the accumulated days. (EC 45202)

10. Any sick leave benefits earned, but unused, on the date of retirement may be converted to retirement credit if appropriate in accordance with applicable law.

B. Verification of Illness

1. Classified employees who are absent due to sickness or accident for more than three (3) consecutive working days, shall upon return to work, when requested by their immediate supervisor, submit certification or other documentary evidence signed by a physician or other responsible person attesting to the nature of the illness and whether such illness was the basis for the absence from work. (In the case of employees whose religious beliefs prohibit such certification, a statement shall be obtained from their minister or religious practitioner attesting to the illness and its basis for the absence.)
2. Employees who develop patterns of excessive sick leave usage (i.e. extending holidays, vacation, weekends, etc.) may be required to bring in a doctor's certificate at the discretion of their supervisor. Any such physician's certificate required with less than three days sick leave the district will pay the employee's cost beyond insurance coverage for that particular visit.

C. Extended Accident or Illness Leave: When an employee is absent from his/her duties on account of illness or an accident for a period of five (5) months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.

1. The extended leave provisions pertains to each illness or accident of the employee and shall commence on the first day of absence from his/her duties.
2. The extended leave provision applies to whether the accident or illness occurred on or off the job and shall include the entitlement provided in Section K of this Article.
3. All other leave benefits will be exhausted before the sum paid a substitute is deducted from an employee's wages.
4. When the employee has exhausted all other leave benefits, the amount deducted from the employee shall be the amount paid the substitute employee, or ninety seven and one-half percent (97.5%) of the absent employees rate of pay at the time of the absence, whichever is less.
5. An extended leave shall not be considered a break in service.
6. At the conclusion of the five-month period, an employee who is unable to resumé his/her duties, may request additional unpaid leave in six (6) month increments.

7. An employee unable to résumé his/her duties after an absence of eighteen (18) months shall be placed on a reemployment list for 39 months in accordance with the Education Code.

D. Personal Necessity Leave:

1. A classified employee may, at his election, use sick leave benefits in the following cases of personal emergency. (E.C. 45207)
 - a. Bereavement leave which may be necessary beyond that authorized in these rules and the law.
 - b. Accident or illness involving his/her person or property or the person or property of a member of his/her immediate family.
 - c. Appearance in any court or before an administrative tribunal as a litigant, party, or witness under the subpoena or any order made with jurisdiction.
 - d. When a child is born to the employee's wife, such time off may be taken during birth and/or at the time of discharge from the hospital.
 - e. Major religious holidays of employee's faith which fall on scheduled work days:
 - 1) Employees shall make their request at least one (1) week prior to the holiday so that a substitute can be secured.
 - 2) Employees shall make the request in writing to be absent on a given day for observance of a name holiday of their specified faith.
 - f. Personal Necessity cannot be used before or after a holiday or on an SBCP day unless proof can be provided for cases noted in items a-e above.
 - g. This leave shall not exceed seven (7) days in any one fiscal year.
 - h. Immediate family as used in this section shall be the same as those listed under Bereavement Leave.
 - i. Proof of personal emergency shall be presented to the District Superintendent in the manner prescribed.
 - 1) The employee shall submit a request for approval of leave, in the form of a written cause of absence statement, within three (3) days upon return to work, giving facts and reasons for the personal emergency. All such requests, which shall be submitted to the Superintendent, shall bear the recommendation of the appropriate administrative head.

- j. Personal leave can be used for personal legal matters and other immediate family or personal significant events as determined by the Superintendent or designee.

E. Bereavement Leave:

1. Every person employed in the classified service of any school district shall be granted necessary leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, step-mother, step-father, brother-in-law, sister-in-law, domestic partner or child of a domestic partner or any relative living in the immediate household of the employee.

2. Bereavement leave to attend the funeral of a close friend or relative, not a member of the immediate family, will be granted for the time necessary to attend the funeral; up to one full day if the funeral is out of the district, which will be charged to personal necessity. No other leave provision may be applied to this section.

F. Leave for Pregnancy Disability:

1. Employees are entitled to use sick leave as set forth in "A" of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recover

there from. Such leave shall not be used for purposes set forth in “G” of this Article, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of the disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.

2. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District management may require a verification of the extent of the disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.
3. Any sick leave days, as set forth in “A” of this Article, taken by an employee for disabilities pursuant to this section shall run concurrently with leave pursuant to the California Pregnancy Disability Leave Act (“PDLA”). Under the PDLA, an eligible employee is entitled to up to four (4) months of unpaid disability leave for the period of time during which the employee is disabled pursuant to this section.
4. In addition, PDLA leave runs concurrently with twelve (12) work weeks of unpaid leave to which eligible employees are entitled under the Family and Medical Leave Act (“FMLA”), pursuant to “N” of this Article.
5. PDLA leave does not run concurrently with the twelve (12) work weeks of unpaid leave to which eligible employees are entitled under the California Family Rights Act (“CFRA”), pursuant to “N” of this Article.
6. The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

G. Leave Without Pay for Childbearing, Preparation, and Child Rearing:

1. Leave without pay or other benefits may be granted to an employee for preparation for childbearing and for child rearing.
2. The employee shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.

4. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
 5. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.
 6. If an employee is on leave for childbearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the employee may request an immediate assignment to a unit position. If there is a vacancy for which an employee is qualified, the District will assign the employee to a position as soon as practicable.
- H. Convenience Leave: Employees may request, in cases where an absence is not authorized by any other section of this agreement, to use unpaid leave to be governed by the following rules:
1. At least seventy-two (72) hours advance notice shall be given by the employee to the immediate supervisor.
 2. Up to three (3) days per school year may be taken.
 3. Said leave shall be unpaid.
- I. Adoption Leave: Employees adopting a child or children may be granted a leave of absence without pay for a period of up to, but not exceeding ninety (90) calendar days. Such leave must coincide with the actual taking custody of the child or children. At least one month notice shall be given to the District of the intended leave.
- J. Military Leave:
1. Employees who are members of any reserve corp of the Armed Forces of the United States, the National Guard, or the Naval or Marine Reserves, or who are inducted or otherwise ordered to active duty shall be granted such leave as is mandated by the Education and Military and Veterans Codes.
 2. Any employee shall be entitled to receive regular daily compensation for the first thirty (30) calendar days while engaged in their performance of ordered military duty, exclusive of Annual National Guard Duty.
 3. A copy of military orders shall be provided to the District Superintendent with the request for military leave.
- K. Jury Duty: Leaves of absence to serve on a jury shall be granted with no loss in pay provided the employee endorses the fee received, exclusive of mileage allowance, to the District.

L. Industrial Accident and Illness Leave:

1. All classified employees are covered while on the job by Worker's Compensation Insurance.
2. Absences resulting from injury or illness in performance of duties are granted to classified employees without loss of sick leave (EC 45192).
3. Paid industrial leave shall not be for more than sixty (60) working days in any one fiscal year and is not accumulative from year to year.
4. Paid leave commences on the first day of absence.
5. Paid industrial accident leaves shall be reduced one day for each day of absence regardless of the temporary disability allowance made under workmen's compensation.
6. If employee is unable to return to work after exhausting paid industrial leave, he/she shall be placed on a sick leave if he/she is eligible. Sick leave will be reduced only in the amount necessary to provide a full day's wages or salary when added to the Worker's Compensation Insurance disability payment.
7. After sick leave is exhausted, employee may choose to receive pay from vacation or earned compensatory time.
8. After all paid leave privileges have expired, the Governing Board may place the employees on leave without pay. The total time of all benefits, including unpaid leave, shall not exceed thirty-six (36) months for any one illness or accident.
9. Upon return to service from any paid or unpaid leave, an employee shall be assigned to a position in his/her former classification without loss in status or benefits.
10. When all paid or unpaid leaves have been exhausted and the employee is still not able to return to work, his/her name shall be placed on the reemployment list for a period of thirty-nine (39) months.
11. Any employee who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis and in assignment areas in which the employee has made himself/herself available.
12. At no time shall the employee's salary, while on paid industrial leave, exceed the employee's regular salary.

13. During all paid industrial leaves, the employee shall endorse to the District, all wage loss benefit checks received under Worker's Compensation Insurance laws. The District shall issue to the employee, appropriate warrants for payments of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.
14. The employee should be aware that regardless of the minor nature of an injury, at the time, it is to his/her advantage to report all injuries to his/her supervisor immediately and fill out the appropriate form. Once there is a record on file of the injury, should complications develop at a later date, the employee has retained his/her rights for medical and disability coverage.

M. Study and Training:

1. A leave of absence not to exceed one (1) year for the purpose of permitting study or training by the employee that will benefit the school district operation and pupils of the District may be granted by the Governing Board.
2. No leave of absence shall be granted to an employee who has not reached permanent classified status.
3. The Governing Board, in granting leaves of absence, shall be subject to rules and regulations of the Education Code and State Department of Education, prescribed standards of service which shall entitle the employee to a leave of absence.
4. An employee, granted leave of absence for study or training shall agree in writing to render a period of one (1) year of service following his/her return from such leave of absence.
5. An employee granted a leave of study or training, compensation will be full salary paid in the same manner as if the employee had been employed in the District.
6. The employee granted a leave of absence for study or training shall receive full medical and insurance benefits in the amount of dollars and services as all other employees during the period of the leave.

N. Family Care Leave

1. Employees shall be entitled to family and medical leave pursuant to the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). These laws shall govern leave under this section except where otherwise specified herein.

2. Except as specified in “F” of this Article, FMLA leave shall run concurrently with CFRA leave, and both shall concurrently with paid sick leave, as set forth in “A” of this Article.
3. Eligibility
 - a. In order to be eligible for leave under this section, a unit member must have been worked employed by the District for at least twelve (12) months and have actually 1,250 hours of service in the previous twelve (12) -month period.
 - b. Family and medical leave may be taken for the following reasons:
 1. Because of the birth of the unit member’s child, and in order to care for the child
 2. Because of the placement of a child with the unit member for foster care or in connection with the unit member’s adoption of the child.
 3. To care for the unit member’s child, parent or spouse with a serious health condition.
 4. Because of the unit member’s own serious health condition that makes the unit member unable to perform the functions of his/her position.

A “serious health condition” under this section is an illness, impairment, or physical or mental condition, which involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment or supervision by a physician or psychiatrist.

A “child” under this section means a biological, adopted or foster child, a stepchild, a legal ward.

A “parent” under this section means a biological, adoptive or foster parent, a step parent, or legal guardian.

Leave Policies Available On-line at SUSD Website

The District shall make available a copy of it at www.soledad.monterey.k12.ca.us

If a unit member believes a leave provision on-line is out-of-date or conflicts with a provision in the collective bargaining agreement, he or she shall contact the Director of Human Resources to investigate, and correct, if necessary.

O. Resignations

1. Employees shall provide at least two (2) weeks notice of resignation. Failure to give the District at least two (2) weeks notice shall result in written documentation to be placed in the employee's personnel file, unless the failure to give two (2) weeks notice was the result of unforeseen circumstances preventing the two (2) weeks notice from being given or a negotiated resignation. Documentation does not include a letter of reprimand. Unforeseen circumstances include but are not limited to verifiable incidents of: A required start date for new employment of the employee, or the employee's immediate family; illness of an immediate family member; or the unit member's incarceration, or any other reason as deemed appropriate by the Superintendent.

P. Personal Urgency Leave

An employee shall receive as paid leave up to eight (8) hours during the work year for medical, business or emergencies when such occur that action could not be taken outside the work day. Such leave may be taken in its entirety or units of not less than one (1) hour.

ARTICLE XI

Evaluation Procedures

- A. Probationary employee evaluations shall be made at the end of three (3) and five (5) months of service. Pursuant to Ed Code Section 45113, the probationary period may be extended up to twelve months from the date of hire. A probationary employee may be released without cause.
- B. All aides and food service employees shall receive their evaluations by May 1st of each school year; and custodian/ maintenance employees shall receive their evaluations by June 1st of each school year.
- C. Written evaluations shall be made on the attached evaluation form, Appendix C, and incorporated by reference herein.
- D. When an evaluation of unsatisfactory performance or conduct is made, for a permanent employee, the employee shall have a minimum of a ninety (90) day period, where appropriate, in which to show improvement. A second evaluation shall be given at the end of this ninety (90) day period.
- E. Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent. Whenever unsatisfactory job performance is an issue, it shall be discussed with the employee within 10 days that the issue is pertinent. After a Performance Report for Classified Employees has been written, the employee and the supervisor shall meet to discuss job performance and the report.
- F. Employee evaluations shall be placed in the personnel file of each employee which is maintained at the District Office. Files kept by any supervisor of any employee shall not contain material which could be used against an employee with respect to his/her evaluation, unless such material is in the employee personnel file.
- G. Employees shall be provided with copies of any derogatory material which could be used in evaluating the employee seven (7) work days before it is placed in the employee's personnel file. The employee shall be given the opportunity during normal working hours to discuss the derogatory material with the supervisor and provide a written response within 10 working days, which shall be attached to the material placed in the personnel file.
- H. Any written evaluation material placed in an employee's file shall contain the date the material was drafted, the signature of the drafter, employee signature and the date the material is placed in the file.
- I. No unsatisfactory evaluation shall be based on hearsay statements only.

- J. Notwithstanding any other provisions of this article, the Board of Trustees retains the right to establish performance assessment guidelines that can be used in the evaluation of employees.
- K. On a reasonable number of occasions, an employee shall have the right, at reasonable times and without loss of pay, to examine and/or obtain copies of any material affecting the evaluation from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. The employee's personnel file shall be available for examination to the unit representative if authorized in writing by the employee. A forty-eight (48) hour written notice shall be given by an employee desiring access to review the file. An appointment is required due to the necessity of having a confidential employee present when an employee is reviewing their personnel file.
- L. Evaluation material contained in personnel files shall be kept in confidence and shall be available for inspection to officers of the District when necessary in the proper administration of the District's affairs or the supervision of the employee.

ARTICLE XII

Transfer and Promotion Procedures

All employees are district employees and are assigned to work stations or schools in the best interest of the District as defined by district management.

1. Voluntary Transfer and Promotion: When a new position is created or an existing position becomes vacant, the District shall give first consideration to current employees. All vacancies shall be posted by the District for not less than six (6) working days at all work locations prior to being filled. A copy of the notice of a vacancy shall be provided to the unit. Any employee may apply for transfer and/or promotion to that position by filing a written notice with the Personnel Department of the District. If more than one employee wishes to be transferred or promoted, and they are equally qualified, the employee with the greatest seniority in class shall be transferred or promoted. In the event that two (2) or more employees have identical seniority, the selection shall be made by lot. The District shall determine who is qualified for the position(s).
2. Involuntary: Employees may be transferred within class by the District management at any time whenever such transfer is in the best interest of the District as defined by the District management. An employee affected by such transfer shall be given notice as soon as administratively practicable, a conference shall be held between the appropriate management person and the employee in order to discuss the reasons for the transfer.
3. Medical Transfers: The District may give alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with District and concurrence of the employee.
4. Probationary Employees: New probationary employees must complete three (3) months of their probationary period before applying for a vacant position in a higher class or rate of pay unless approved by the Superintendent.

ARTICLE XIII

Classification, Reclassification and Abolition of Positions

- A. Placement in Class: Every bargaining unit position shall be placed in a class.
- B. New Positions or Classes of Positions: All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by the employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.
- C. Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position or positions, but in no event will the reclassification result in an increase of less than two and one-half (2 1/2) percent.
- D. Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.
- E. Downward Adjustment: Any downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

ARTICLE XIV

Layoff and Reemployment

- A. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.
- B. Notice of Layoff: Any layoffs under Section A shall generally take place effective as of the end of an academic year. The District shall notify both unit and the affected employees in writing of any planned layoffs. The District and unit shall meet following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff.
- C. Reduction in Hours: Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.
- D. Order of Layoff: Any layoff shall be affected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the number of hours an employee has been in a paid status in the class plus higher classes or seniority acquired under Section G below.
- E. Bumping Rights: An employee laid off from his/her present class may bump into a class in which the employee has previously served and has greatest seniority considering his/her seniority accrued while serving in the lower class and that which has been accrued while serving in any higher class or classes including the class in which the layoff has occurred. The employee may continue to bump into classes in which he/she has served to avoid layoff.
- F. Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.
- G. Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.
- H. Reemployment Rights: Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined or undefined in this Agreement. Vacancies shall be offered for re-employment to all qualified employees on the rehire list, by seniority. "Qualified" means that the employee meets the minimum qualifications of the job description of the vacant position. An employee on a reemployment list shall be notified of reemployment opportunities in accordance with the provisions of Section L below.

- I. Voluntary Demotion or Voluntary Reduction in Hours: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- J. Retirement in Lieu of Layoff:
1. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) work days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.
 2. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with section H of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
 3. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
 4. An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
 5. Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.
- K. Seniority Roster: The District shall maintain an updated seniority roster indicating employees class seniority, bargaining unit seniority, and hire date seniority and shall be available to unit at any time upon demand. Any hours earned during a summer school except as provided above, or a temporary assignment will not be computed for seniority purposes.
- L. Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by First Class mail to the last address given the District by the employee, and a copy shall be provided to the unit which shall acquit the District of its notification responsibility.
- M. Employee Notification to District: An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) working days following receipt of the reemployment notice. An employee given notice of employment need not accept the reemployment to maintain the

employee's eligibility on the reemployment list, if the employment position is less than the employee's position status at the time of layoff, provided the employee notifies the District of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.

- N. Reemployment in Highest Class: Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.
- O. Improper Layoff: Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed within ten (10) working days of the correction date for all loss of salary and benefits.
- P. No Child Left Behind (NCLB) Provisions for Paraprofessionals (Instructional Aides)
 - 1. For the purposes of this contract, a "Paraprofessional" (Instructional Aides) is defined as a classified employee serving in the job classification of Instructional Aide I, II, III, IV and supported by Title I funds, or in any classification within the definitions contained in the Education Code Section 45330, 45343(a) and 45360. CSEA and the District agree that Para educators shall fulfill or have been deemed to have fulfilled one of the following NCLB requirements by June 30, 2006.
 - a. Possess an Associate Degree or higher
 - b. Has 48 semester hours of study at an accredited institution of higher education
 - c. Has, through a proficiency assessment and/or test, been deemed to possess the ability to assist in instruction of reading, writing and mathematics.
 - 2. For a paraprofessional to fulfill the NCLB requirement specified in 1.c., CSEA and District shall consider the Salinas Adult School Exam as meeting the "rigorous standard of quality" specified in NCLB under a "formal" academic assessment used to evaluate Para educator's knowledge and instructional ability in reading, writing and math.
 - 3. The passing score for the Test will be 70% or higher in its totality. The District will consider a passing score as satisfying only the "rigorous standard of quality" assessment defined by NCLB.

ARTICLE XV

Disciplinary Procedure

A. Progressive Discipline

The District shall utilize progressive discipline when appropriate prior to implementing procedures for dismissal, suspension, or demotion for disciplinary reasons. While disciplinary action can be referenced through the evaluation process, the employee's evaluation shall not serve as a form of progressive discipline. Progressive discipline includes, but is not limited to the following:

1. Verbal Warning: Verbal warnings shall occur within a reasonable time after the District becomes aware of an alleged infraction or unsatisfactory performance. The District may memorialize the verbal warning with a "Conference Summary" memorandum.
 - a. A "Conference Summary" memorandum serves only as a written record of the verbal warning and is distinguishable from a "Written Warning". "Conference Summary" memoranda shall not be placed in an employee's personnel file.
2. Written Warning: A "Written Warning" (or its equivalent, i.e. "Warning Letter", etc.) may be issued for the same or similar infraction or continued unsatisfactory performance, which occurs within a reasonable time following a verbal warning.
3. Letter of Reprimand: A "Letter of Reprimand" may be issued within a reasonable period of time following a written warning if infractions or unsatisfactory performance continues.

The aforementioned sequence of progressive discipline shall be followed unless otherwise appropriate. An employee shall have the right to submit a written response to any negative documentation placed in his or her personnel file. The District strongly encourages such responses to be submitted by the affected employees within ten (10) days of receiving the negative documentation.

B. Probationary Employees:

1. At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary employee from district employment without cause.
2. A probationary employee shall not be entitled to a hearing.

3. By mutual agreement between CSEA and the District, a probationary employee may have his/her probationary period extended to up to no more than twelve (12) months.

C. Permanent Employees:

Discipline shall be imposed on permanent employees only for just cause. The disciplinary procedures set forth herein includes any action whereby an employee is dismissed, suspended, or otherwise deprived of any classification in which he or she has permanence for a disciplinary reason.

1. Causes: In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of the District, each of the following constitutes cause for personnel action against a permanent classified employee:
 - a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
 - b. Incompetency
 - c. Inefficiency
 - d. Neglect of duty
 - e. Insubordination
 - f. Dishonesty
 - g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employee associated with him/her.
 - h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
 - i. Conviction of a felony, conviction of any sex offense made relevant by provisions of Education Code 44010, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
 - j. Absence without leave
 - k. Immoral conduct
 - l. Discourteous treatment of the public, students, or other employees
 - m. Improper political activity as governed by the federal and state law
 - n. Willful disobedience
 - o. Misuse of district property
 - p. Violation of district, Board or department rule, policy, or procedure
 - q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

- r. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
 - s. Unlawful retaliation against any district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
 - t. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.
2. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed and not disclosed by such employee, when it could be reasonably assumed that the employee would have disclosed the facts to the District.
 3. Sealing of Negative Documents

Negative documents in an employee's personnel file shall be placed in a sealed envelope at the employee's request after two (2) years. The sealed envelope may remain in the personnel file, but can only be opened by the Superintendent.

D. Procedures – Informal Level:

1. Draft Statement of Charges: The employee against whom a disciplinary action has been recommended shall be served with a written "draft" Statement of Charges against him or her. The draft Statement of Charges shall be signed by the Superintendent or his/her designee and shall inform the employee in ordinary and concise language the specific acts and/or omissions and cause(s) upon which the proposed disciplinary action is based.
2. The Draft Statement of Charges shall include:
 - a. A statement of the nature of the recommended personnel action (suspension without pay, demotion, dismissal, or any reassignment, except layoff);
 - b. A statement of the alleged causes therefore as set forth in (2.B), above;
 - c. A statement of the specific and alleged acts or omissions upon which the causes are based. If a cause stated in (2.B.16), above, is alleged, the rule, policy, or procedure violated shall be set forth;

- d. A statement of the employee's right to an informal Skelly hearing and the time within his/her request for a hearing appeal must be filed;
 - e. Request for Hearing: a card or paper, the signing and filing of which shall constitute a demand for informal Skelly hearing and denial of all charges.
 - f. A copy of the district's rules and regulations relating to reassignment, suspension, demotion, and dismissal together with a copy of Education Code 45113 and 45116.
 - g. A copy of the discipline article from the current collective bargaining agreement between CSEA and the District.
3. Service to the Employee: The draft Statement of Charges and all of the required accompanying documents shall be served upon the employee either personally or by certified mail to the employee at his/her last address in the records of the District.
 4. Employee Request for Skelly Meeting: The employee shall have five (5) work days from the time the charges are received to return the Notice of Defense to the District to request an informal Skelly hearing. Failure to request a hearing within five (5) days work days shall be deemed to be a waiver of the right to a hearing. A Request for a Skelly meeting may be mailed to the office of the Superintendent but must be postmarked no later than the time limit stated herein.
 5. Discovery:

The employee shall have the right to inspect and receive copies of any documents of other materials in the possession of or under the control of the District which are relevant to the disciplinary action proposed provided such documents and materials are not defined as "privileged" by law.
 6. Informal Skelly Meeting
 - a. If an employee requests an informal Skelly meeting, it shall be scheduled as soon as administratively practicable. The purpose of the Skelly meeting shall be to provide the employee an opportunity to respond to the draft charges either verbally or in writing. The employee shall have the right to have a CSEA representative participate. The District representative conducting the Skelly meeting shall be an impartial designee who was not the primary investigator nor drafted the charges and who has the authority to amend or dismiss the charges.
 - b. Upon conclusion of the Skelly meeting, the District shall consider the

recommendation(s) of the District representative who conducted the Skelly meeting and decide to amend, dismiss, or pursue the charges as set forth in the draft Statement. If the district decides to pursue discipline, a final Statement of Charges shall be provided to the employee with all of the appropriate attachments as set forth in Section D.2 of this Article.

- c. Request for Formal Evidentiary Hearing: The employee may, within ten (10) work days after receiving the formal Statement of Charges, appeal by signing and filing the Request for Hearing. A request for hearing is filed only by delivering the Request for Hearing to the office of the Superintendent during the normal work hours of that office. A Request for Hearing may be mailed to the office of the Superintendent but must be postmarked no later than the time limit herein.
- d. Failure to Appeal: If the employee against whom a recommendation for discipline has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal. If the recommendation has not already been ordered into effect on an interim basis according to this Article, the person making the recommendation may order the recommended disciplinary action into effect and such action shall be reported to and made subject to ratification by the Board of Trustees. A copy of the ratified order shall be served upon the employee by personal delivery, registered or certified mail, return receipt requested.

E. Procedures: Formal Evidentiary Hearing

1. Hearing Procedures

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

2. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in

ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

Amended Charge: At any time before the formal hearing, the person making the recommendation may with the consent of the Board and hearing officer, serve on the employee and file with the hearing officer, an amended or supplemental recommendation for disciplinary action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed denied by the employee and any objections to the amended or supplemental causes or allegations may be made at the hearing and shall be noted in the record.

3. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the board as the decision in the case. A case of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:
 - a. Adopt the proposed decision in its entirety.
 - b. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision
 - c. Reject a proposed reduction in personnel action, approve the personnel sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
 - d. Reject the proposed decision in its entirety.
 - (1) If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.
 - (2) In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the

employee's personnel files and introduced into evidence at the hearing.

4. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

- F. Disciplinary Settlement Agreements: A disciplinary action may be settled at any time following the service of a formal Statement of Charges. The terms of a settlement shall be in writing. An employee and/or the District offered such a settlement shall have a reasonable opportunity to review the proposed settlement and seek counsel before approving the settlement in writing.
- G. Timeline Extensions: Timelines in this Article may only be extended by mutual agreement in writing between the CSEA President or designee and the Superintendent or designee.
- H. At the option of the District, the penalty may be delayed until the employee has exhausted rights under the grievance article.

ARTICLE XVI
Grievance Procedure

A. Section 1 - Definitions:

1. Grievance: A formal written allegation by a grievant that said grievant has been adversely affected by the interpretation, application, or alleged violation of this Agreement, or a violation applicable or interpretation of any law, District policy, regulation or practice.
2. Grievant: Any District employee covered by the terms of this Agreement and who claims that he/she has been personally adversely affected. A grievant could represent other employees affected by the same alleged violation.
3. Day: A day as used herein shall mean a scheduled work day for the employee.

B. Section 2 - Grievance Handling:

1. Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor, within ten (10) days after the grievant knew or should have known of the event or circumstances occasioning the grievance.
2. Level I - Immediate Supervisor/Principal:
 - a. Within ten (10) days following the informal level meeting the grievant must present his grievance, in writing, using the Grievance Form attached as Appendix E to his/her immediate supervisor/building principal if they are not one and the same.
 - b. The supervisor shall communicate his/her decision to the employee within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
 - c. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.
 - d. The employee who is designated as Job Representative and the grievant will exclusively receive time off from duties for the processing of grievances past Level 1 subject to the following conditions:
 1. Twenty-four (24) hours prior to release from duties with pay for grievance processing, the designated representative informs his/her immediate supervisor.

2. That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level 1, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, preparing a presentation.
3. Level II - Superintendent:
 - a. If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision in writing to the Superintendent.
 - b. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
 - c. The Superintendent shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
 - d. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.
4. Level III - Board of Trustees:
 - a. If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision in writing to the Board of Trustees by filing said appeal with the Superintendent. Upon receipt of the appeal the Superintendent or his/her designee shall prepare, within ten (10) working days, a full report for the Board of Trustees. This report shall include the statement of grievance and other pertinent materials. The grievant and the exclusive representative shall be given a copy of said report.
 - b. If the Board of Trustees is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. The decision of the Board shall be communicated in writing within ten (10) days of the Board meeting at which the appeal was adjudicated.
 - c. Copies will be provided by the Superintendent for distribution. The decision of the Board of Trustees shall be final unless pursued by the grievant through process made available to him/her by law.
 - d. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.

5. Alternate Level III - Advisory Arbitration:

- a. If the grievant is not satisfied with the decision rendered pursuant to Level II, with the concurrence of unit, he/she shall submit a request in writing to the Superintendent for advisory arbitration of the dispute. Said request shall be made within ten (10) days.
- b. An impartial arbitrator shall be selected jointly by the grievant and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one remains.
- c. The fees and expenses of the arbitrator and court reporter, if required by the arbitrator, shall be shared equally between the District and the Grievant. Any additional expenses shall be born by the party incurring such expenses.
- d. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.
- e. The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.
- f. After hearing the evidence, the arbitrator shall submit his/her findings and recommendations in writing to the District, the grievant and the unit.

6. Level V - Board of Trustees

- a. If either party is not satisfied with the findings or recommendations of the arbitrator, he/she shall appeal the decision to the Board of Trustees within ten (10) days.
- b. The Board shall review the written record and render a final binding decision on the grievance.
- c. Additional evidence will be taken before the Board only if the Board determines that the record is not sufficiently complete to enable it to render its decision.
- d. The decision shall be rendered no later than the second regularly scheduled meeting after the filing of the appeal.

C. Section 3 - Miscellaneous:

1. Time Limitations: The number of working days indicated at each step of this procedure may be extended by mutual consent or due to unusual circumstances.
2. Reprisals: No reprisals shall be taken by or against any participants in a grievance procedure by reasons of such participation.
3. Records: All documents, records, tapes or other matter relating to the finding, recommendations, or decisions occurring from the grievance hearings, after Trustee decision, shall be delivered to the Superintendent to be stored except pursuant to legal order to do so arising from a subsequent administrative or judicial proceeding held in connection with the matter.

ARTICLE XVII

Safety

- A. The District shall comply with all safety requirements imposed by proper authority in assuming the responsibility for the safety of District employees while they are on and in the facilities provided in furtherance of the operation of the District.
- B. Employees shall maintain safe and sanitary conditions in their work areas of responsibility, and report any unsafe conditions.
- C. The District shall post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees and provide equipment where such equipment is necessary for the conduct of the educational program and the operations of the schools.
- D. All alleged violations of safe work conditions shall be reported to the employee's immediate supervisor and/or in writing to the District Safety Officer.
- E. In support of management, supervisory and certificated personnel, employees shall have the authority and responsibility to insure the safety of students under their supervision and facilities under their control or in their close proximity.
- F. Safety condition issues shall not be processed as grievances.
- G. Safety Committee: A safety committee shall be formed for the purpose of reviewing safety conditions in the District, advising the District of any unsafe conditions, and making recommendations for correction of those conditions. Membership on the committee and frequency of meetings shall be determined initially by the Unit and the District (membership) and by the committee (frequencies).
 - 1. The District shall make a reasonable effort, subject to economic and practical feasibility, to implement recommendations of the Committee to correct an unsafe condition.
- H. The employees who perform cross walk duties shall be provided appropriate safety equipment and rain gear.
- I. The district may provide an annual in-service/training in first aid and CPR for all employees in the bargaining unit.
- J. This section shall apply to all bargaining unit members, except (including) bus drivers as defined in the Transportation Article.

If the supervisor believes a threat to safety exists due to a reasonable suspicion that the employee has reported to duty, or is remaining on duty, while using or under the influence of alcohol or controlled substances (except when the use of controlled substance is under the direction and supervision of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his/her duties, the District shall require the employee to provide the District with proof of any prescribed controlled substance usage), the following shall apply:

1. First Occurrence: The supervisor may recommend that the employee immediately submit to alcohol or drug testing. If the supervisor does not recommend testing related to the first occurrence, he/she shall provide the employee a written warning concerning his/her problem and provide the Personnel Manager, within a 24-hour period, with written rationale for not recommending testing; inform the employee of the other actions that may occur if the behavior continues: place the employee on sick leave for the remainder of the day, and he/she shall be paid accordingly. Upon his/her return to work, the immediate supervisor shall verify in writing to the Personnel Manager that the employee shall be informed of a District-approved Employee Assistance Program.
2. Second Occurrence: if a second occurrence takes place within six (6) months of the first occurrence, the supervisor shall recommend that the employee immediately submit to alcohol or drug testing.
3. Results of Testing:
 - a. If, following a first occurrence, testing is positive, the District may require the employee to enroll and participate in a District-approved employee assistance program.
 - b. If testing is positive following a second occurrence, the District shall require the employee to report immediately to a District-approved employee assistance program so that a drug or alcohol counselor can do an evaluation.
4. Participation in a District-Approved Employee Assistance Program:
 - a. While an employee is participating in a District-approved employee assistance program, he/she may utilize authorized sick leave.
 - b. If an employee who has tested positive refuses to participate or refuses to complete a District-approved employee assistance program, the District shall institute disciplinary action, which may include dismissal.
 - c. An employee who has had a positive drug and/or alcohol test, shall be required to submit to periodic testing while participating in, and for a reasonable period of time up to twenty-four (24) months after the completion of, a District-approved employee assistance program. If positive testing recurs during this time, the District shall institute disciplinary action, which may include dismissal.
 - d. The District may require an employee who has tested positive to attend therapy, counseling, and/or group meetings in addition to a District-approved employee assistance program for a period of time up to twenty-four (24) months.

ARTICLE XVIII

District Rights

- A. It is understood that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District has prior to the execution of this agreement are retained except as those rights, powers and functions or authority which are specifically abridged or modified by this Agreement.

- B. In cases of emergency as determined by the District, the Chapter and District agree to meet and negotiate to amend, modify or rescind policy and procedure referred to in this Agreement.

ARTICLE XIX
Transportation

A. Transportation

1. Drug and alcohol testing for bus drivers

- a). CSEA agrees that the District can contract out for drug and alcohol testing for the purpose of complying with the Omnibus Transportation Act of 1991 and the rules and regulations pertinent to the Federal Highway Administration.

2. Disciplinary Action - School Bus Drivers

If testing for alcohol is positive with a blood alcohol content between .02 and .039, the employee shall receive written warning concerning his/her problem. In addition, the employee shall be informed of other actions which may occur, be placed on sick leave for the remainder of the day and be paid accordingly or on an unpaid leave once sick leave is exhausted. If the unacceptable behavior continues, the employee may be recommended to the Personnel Manager, who after consulting with CSEA, may require the employee to participate in the Employee Assistance Program in accordance with the Progressive Discipline Procedure. Retesting shall occur within 24 hours, if possible, prior to the employee's return to work.

3. If testing for controlled substance, as required by law, is positive or reveals a blood alcohol content of .04 or above, the employee shall be suspended without pay unless the employee has available sick leave and shall be required to report immediately to the Employee Assistance Program so that a drug or alcohol counselor can do an evaluation.

- a) If an employee who has tested positive for drugs or .04 and the above for alcohol, refuses to participate or refuses to complete the Employee Assistance Program, the District may institute disciplinary action, which may include dismissal.
- b) An employee who has had a positive drug and/or alcohol test of .04 or above, shall be required to submit to periodic testing while participating in, and during a reasonable period of time up to twelve (12) months after the completion of the Employee Assistance Program. If positive testing recurs during this time, the District may dismiss the employee summarily notwithstanding the provisions of Article XV.
- c) The District may require an employee who has tested positive to drugs or alcohol at .04 or above to attend therapy, counseling and/or group meetings in addition to the Employee Assistance Program for a period of up to twelve (12) months.
- d) The driver shall successfully complete the Employee Assistance Program and provide written documentation for his/her counselor/medical advisor to the Personnel Manager. This written documentation shall be submitted prior to consideration for written approval for the driver to return to work.

D. Repayment for Bus Driver Training and Certification

In the event the employee resigns from district employment within three (3) years of obtaining his/her initial bus driver certification, the employee will be responsible for reimbursing the District all costs paid on behalf of the employee for the certification. This includes, but is not limited to, the cost of training, examinations, DMV reports, materials and certification. The District will provide the employee with the costs incurred.

E. Field Trips

On any regular school day, for any district sponsored field trip or sport trip that exceeds 100 miles each way, the district reserves the right to contract for services with a private bus company.

ARTICLE XX

Severability

- A. If any provisions of this Agreement are held to be contrary to applicable law or any applicable rule, regulation, or order issued by governmental or judicial authority other than the District, such provisions shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force.
- B. In the event of suspension or invalidation of any part or portions of this Agreement, the parties agree to meet and negotiate within ten (10) working days after such determination for the purpose of arriving at a mutually agreed replacement for the invalidated part or portion.
- C. The rules, regulations, policies, and practices of the District, which directly apply to bargaining unit employees, which are in effect at the time of this Agreement and are not in conflict with the terms of this Agreement shall remain in full force and effect unless changed by mutual agreement of the unit and the District.

ARTICLE XXI

Support of Agreement

The District and unit agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Chapter and District will support this Agreement for its term and will not see modification, change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE XXII

Effect of the Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XXIII

Negotiations

- A. If either party desires to alter or amend this Agreement, it shall be at least ninety (90) days but not more than one-hundred-twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provision of law to be fulfilled, except that during the term of this Agreement, the District agrees to re-open negotiations with the bargaining unit, no later than April 1st of each year on any proposed salary and benefit change and a maximum of two (2) additional negotiable items per side for the period of July 1, 2005 to June 30, 2008.
- B. Within ten (10) working days of satisfaction of the public notice requirements, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating matters within the scope of negotiations. The terms and conditions of this Agreement will remain in full force and effect during such negotiations.
- C. If agreement is not reached with regard to matters proposed within forty-five (45) working days after the commencement of negotiations, either party may submit the unresolved disputes to impasse in accordance with the rules of the Public Employees Relations Board.
- D. The unit shall have the right to designate up to five (5) employees who shall be given reasonable release time to participate in negotiations.

ARTICLE XXIV

Duration

CSEA and the District agree to a new three year term of agreement from July 1, 2008 through June 30, 2011. There shall be no re openers during the life of this Agreement.

Signed and entered into this _____ day of _____, 20_____.

FOR THE DISTRICT

FOR CSEA CHAPTER 457

President of the Board

Bargaining Unit President

Vice-President of the Board of Trustees

Clerk of the Board of Trustees

Secretary to the Board

PROFESSIONAL GROWTH – INSTRUCTIONAL & HEALTH AIDES

I. INSTRUCTIONAL AIDE CLASSES

Instructional Aide I	0-15 Units	Range 3
Instructional Aide II	16-59 Units	Range 6
Instructional Aide III	60 Units	Range 9
	AA Degree	
Health Aide I	0-15 Units	Range 10
Health Aide II	16-30 Units	Range 12
Health Aide III	31-45 Units	Range 14
Health Aide IV	60 Units	Range 16
	Vocational Nurse	

- A. All aides who are currently in Range 4 will remain in Range 4 and shall remain in this Range or until such time as they have qualified for advancement by earning the required units.
- B. Units that were previously earned by Instructional Aides I, II and Health Aides and approved by management for the purpose of reclassification or advancement in pay range shall be covered under the above grandfather clause and shall be treated as earned units for Instructional Aides I, II and Health Aides, but in the qualification for an AA degree any units that are not approved by college standards shall not be considered.

II. ADVANCEMENT IN CLASSIFICATION FOR INSTRUCTIONAL & HEALTH AIDES

- A. Units authorized by the governing shall be from an accredited college or university accepted by the University of California Institutions offering college coursework. Evaluation of coursework will be reviewed by the Superintendent before being eligible for salary reclassification. All units or course work for reclassification must meet with the prior approval of the Superintendent. Aides must meet the following requirements for reclassification on the salary schedule:
 - 1. Prior approval by the Superintendent.
 - 2. Notification to the district, in writing, no later than May 1 for an intent to change classifications to a high level.
 - 3. Verification of units or hours of completed course work must be submitted to the Superintendent by September 1 for reclassification in the first fiscal year.
 - 4. A valid transcript verifying units must be on file with the District Superintendent before advancement in classification will be authorized.
 - 5. Initial placement shall be determined after an official transcript of credits is on file with the District Superintendent.
 - 6. It is the employee's responsibility to insure that an official transcript is on file with the District.
 - 7. Only those courses with a grade letter of "C" or better will be allowed for reclassification on the salary schedule.

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