

AGREEMENT BETWEEN

HOLLISTER SCHOOL DISTRICT
BOARD OF TRUSTEES

AND

HOLLISTER ELEMENTARY
CLASSIFIED ASSOCIATION
CHAPTER #625
OF
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2013 to June 30, 2016

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Salary Schedule – 2014/15

Salary Schedule - 2015/16 (1%)

Bargaining Unit Positions And Salary Schedule Range Placement

Basic Health Benefit Description

Evaluation Forms

Grievance Forms

ARTICLE 1: PREAMBLE

This Agreement is effective as of the 1st day of July 2013 and is between the Board of Trustees of the Hollister School District (“District”), and the California School Employees Association and its Hollister Elementary Classification Association, Chapter #625 (“CSEA”).

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes CSEA as sole and exclusive bargaining agent for classified employees in the following job families listed by classifications (positions):

Technical/Financial (Job Family)

Accountant
Accounts Specialist
Data Base Processing Specialist
Payroll Specialist
Technology Support Specialist
Transportation Coordinator

Secretarial/Clerical (Job Family)

Executive Secretary I
Health Office Clerk
Office Assistant
Receptionist
Recruiter, Migrant Education
School Accounts Specialist
School Audiometrist
School Office Manager
School Secretary
Secretary, Support Services
Substitute Assignment Clerk

Instructional Support (Job Family)

Autism Program Instructional Technician
Child Assistant (PIP)
Community/Parent Liaison
Instructional Assistant, Bilingual/Bilingual RSP
Instructional Assistant, General/Non-Bilingual RSP
Library Media Specialist
Migrant Education Preschool Specialist
Para-Professional – Special Education Level I
Para-Professional – Special Education Level I – Bilingual
Para-Professional – Special Education Level II
Para-Professional – Special Education Level II – Bilingual
Para-Professional – Special Education Level III
Para-Professional – Special Education Level III - Bilingual

Preschool Specialist
School Campus Supervisor
Site Technology Specialist
Speech and Language Pathology Assistant
State Preschool Associate Specialist – Bil
State Preschool Specialist
Student Activities Supervisor
Yard Duty Supervisor (when combined with another bargaining unit position)

Maintenance (Job Family)

Craft Specialist
Custodian
General Maintenance Worker
Groundskeeper
Lead Custodian
Lead Maintenance Specialist
Senior Craft Specialist

Operations (Job Family)

Central Supply Lead
Delivery Driver/Warehouse Worker
Transport Driver

Food Service (Job Family)

Food Service Worker
Lead Food Service Worker

- 2.2 All classified confidential, supervisory, and management classes are excluded from the unit.
- 2.3 When new classifications are created by the District, the District will consult with CSEA as to whether or not such new classifications should be a part of the bargaining unit. Disputed cases shall not be subject to the grievance procedures contained in this Agreement, but shall be submitted to PERB for resolution.
- 2.4 CSEA recognizes the District as the duly elected representative of the people and agrees to negotiate exclusively with the District through provisions of the Rodda Act.

A part time yard duty position shall be considered a classified position in the bargaining unit when the bargaining unit member in the yard duty position also works in a different classified position described in Section 2.1

2.5 Definitions

- 2.5.1 Permanent Employee: A bargaining unit member who successfully completes a 12 calendar month probationary period.
- 2.5.2 Probationary Employee: A bargaining unit member who has not completed a 12 calendar month probationary period.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 Purpose

- 3.1.1 Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. District and CSEA agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance or loyalty to District. Bargaining unit members, unit member representatives, and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
- 3.1.2 The purpose of this Article is to provide a procedure for the consideration of grievances pertaining to a contract dispute, which is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of this Agreement by an employee in the bargaining unit. This grievance procedure shall not be construed by either party to allow for class action grievances.
- 3.1.3 This grievance procedure applies only to items covered in this Agreement.

3.2 Definitions

- 3.2.1 Grievance: A complaint by a bargaining unit member or CSEA that there has been an alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement that adversely affects the unit member or members.
- 3.2.2 Grievant: A District employee in the unit covered by this Agreement or CSEA who is filing a grievance.
- 3.2.3 Representative: A fellow bargaining unit member, CSEA, or legal counsel who participates in the grievance procedure.
- 3.2.4 Immediate Administrator: The administrator having immediate jurisdiction over the bargaining unit member who is filing the grievance.
- 3.2.5 Day: A day, for the purposes of this Article, is any day in which the District Office is open to the public for business.

3.3 Rights and Regulations

- 3.3.1 Any bargaining unit member may file grievances relating to a contract dispute and have the grievances adjusted without CSEA's intervention through Level 3 as long as the adjustment is not inconsistent with the terms of this Agreement. District shall not agree to the adjustment or resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 3.3.2 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure, including Informal Resolution.
- 3.3.3 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for reasonable amount of time.
- 3.3.4 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.3.5 Failure by the administration to adhere to decision deadlines at any step of the grievance procedure constitutes the right for the grievant automatically to appeal to the next higher level. Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the deadlines by mutual written agreement.
- 3.3.6 When a grievance has been filed by a bargaining unit member, the grievant may terminate the grievance at any time by giving written notice to the District. The grievant's failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information relating to the subject matter that is at the grievant's disposal shall be deemed a termination of the grievance by the grievant. District may, but shall not be required to, give written notice of such termination to the employee.
- 3.3.7 Until final disposition of a grievance, the grievant is required to conform to the original direction of the supervisor.

3.4 Informal Resolution

- 3.4.1 Any bargaining unit member who believes he/she has a grievance shall verbally present the grievance to the immediate administrator within thirty (30) days after the grievant knew, or reasonably should have known, of the circumstances that form the basis for the grievance.

3.4.2 Within five (5) days after the presentation of the grievance, the administrator shall attempt to resolve the matter.

3.4.3 It is the intent of this informal level that at least one personal conference be held between the grievant and the immediate administrator.

3.5 Level 1 – Immediate Administrator

3.5.1 If the grievance is not settled during the informal discussion and the grievant wishes to press the matter, within fifteen (15) days after the verbal decision by the administrator, the employee shall present the grievance in writing to the immediate administrator on the grievance form attached as an addendum to this agreement. The written information shall include: (1) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; (2) a listing of the specific provisions of this Agreement that are alleged to have been violated or misapplied; (3) a listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable; and (4) a listing of specific actions requested of the District that will remedy the grievance.

3.5.2 Within fifteen (15) days, the immediate administrator shall respond in writing.

3.6 Level 2 – Human Resources

3.6.1 If the grievant is not satisfied with the decision at Level 1, the grievant shall, within fifteen (15) days after receipt of the written decision, present the grievance in writing to the Human Resources Administrator.

3.6.2 This written appeal shall include a copy of the original grievance and appeal and the decisions rendered and a clear, concise statement of the reasons for the appeal.

3.6.3 Within five (5) days from receipt of the grievance, the Human Resources Administrator shall, if requested, meet with the grievant in an effort to resolve the grievance.

3.6.4 The Human Resources Administrator shall make a written disposition of the grievance within fifteen (15) days after any meeting with the grievant or after receipt of the written grievance, whichever is later, and return it to the grievant and the grievant's representative, if any.

3.7 Level 3 – Superintendent

3.7.1 If the grievant is not satisfied with the decision at Level 2, the grievant may, within fifteen (15) days after receipt of the written decision, appeal the decision in writing to the District Superintendent.

- 3.7.2 This written appeal shall include a copy of the original grievance and appeal and the decisions rendered and a clear, concise statement of the reasons for the appeal.
- 3.7.3 The Superintendent shall communicate the decision to the grievant in writing within fifteen (15) days.

3.8 Level 4 – Binding Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level 3, the grievant, within 20 days after the Superintendent's decision, may request in writing that CSEA submit the grievance to arbitration. CSEA, by written notice to the Superintendent within 20 days after receipt of the request from the grievant, may submit the grievance to arbitration. At all times during a Level 4 grievance, the grievant shall be represented by CSEA.

- 3.8.1 CSEA and the District shall immediately attempt to select a mutually acceptable arbitrator. If they are unable to agree upon an arbitrator within fifteen (15) calendar days of the request for arbitration, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service. A CSEA representative and a District representative shall select the arbitrator from the list by mutual agreement or by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of the receipt of the list of both parties.
- 3.8.2 If any question arises as to the arbitrability of the grievance, the arbitrator shall rule on the arbitrability issue before hearing the merits of the grievance.
- 3.8.3 The arbitrator shall have no authority to add to , subtract from or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.
- 3.8.4 The District and CSEA will share equally the costs for the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of the court reporter. Any additional expenses shall be divided equally between the District and CSEA.
- 3.8.5 If any party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the District and CSEA.
- 3.8.6 After the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be scheduled on work days, unless mutually agreed otherwise.

- 3.8.7 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.
- 3.8.8 Upon mutual agreement of the District and CSEA, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of the parties' agreement shall accompany the request for a list of arbitrators.
- 3.8.9 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. A copy of the award will be submitted to the District, the grievant, and CSEA. The arbitrator's decisions will be final and binding upon the parties.
- 3.8.10 The provisions of this Agreement regarding binding arbitration shall not apply to grievances based on District actions that occurred before the date of the Board's approval of this Agreement.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 Dues and Fees Deductions

CSEA shall have the sole and exclusive right to have membership dues, service fees, or “religion exception” fees deducted from the payroll of bargaining unit members by the District. The District shall deduct the dues or fees in accordance with the current CSEA dues and service fee schedule and in compliance with this Article. The District shall pay CSEA, within fifteen (15) days of the deduction, all sums deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who qualify for the religious exception pursuant to this Agreement.

4.2 Agency Shop

Each bargaining unit member, as a condition of continued employment, shall either join CSEA, pay to CSEA a service fee, or file a Request for Religious Exception and Payment of the Charity Fee in accordance with this Article. The amount of the fee shall not exceed the dues that are payable by member of CSEA, and shall cover the cost of negotiation, contract administration, and other activities of CSEA that are germane to its functions as the exclusive bargaining representative. This arrangement shall remain in effect unless it is rescinded pursuant to Government Code Section 3546.

4.3 Election of Dues, Service Fees, Or Religious Exemption

A form shall be provided by CSEA to the District in order for the bargaining unit member to indicate his or her choice of the options as indicated above to the District. Should the unit member fail to complete a form within thirty (30) days, the amount deducted from his or her salary or wage payment shall be considered a service fee. The unit member may change his or her choice at any time by filing the appropriate form with the District Payroll Department, indicating the new choice. The District Payroll Department shall notify CSEA of any requested change within ten (10) days. The District shall, upon request of CSEA, deduct dues or fees as set forth in this Article.

4.4 Religious Exemption And Payment of Charity Fees

Any bargaining unit member who is a member of a recognized religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, any unit member shall be required, in lieu of a service fee or dues required by this Agreement, to pay through payroll deduction sums equal to the service fee to a charity exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code including, but not limited to the American Cancer Society, the Muscular Dystrophy Fund, the Cerebral Palsy Fund, the Multiple Sclerosis Fund, the American Heart Association, and/or the American Red Cross.

4.4.1 If CSEA determines a bargaining unit member's claim and request for religious exception is not valid, the unit member and the District shall be notified within ten (10) days that the request is rejected and dues or service fees shall be deducted in accordance with this Article.

4.5 Hold Harmless Clause

CSEA shall indemnify, defend, and hold the District, its officers, and agents harmless from any and all claims, demands, or suits, or any other action, arising from the operation of this Article.

ARTICLE 5: ASSOCIATION RIGHTS

5.1 Release Time – Grievance Processing

Unit members who are designated as CSEA representatives will receive time off from duties for processing grievance past the informal level of the grievance procedure. When a unit member requests CSEA representation in a grievance meeting beyond the informal level or in a disciplinary meeting, a designated CSEA representative will receive release time subject to the following conditions:

- 5.1.1 By January 31 each year, and/or within ten (10) working days following the appointment of new representatives, CSEA will designate in writing to the Superintendent or designee CSEA representatives authorized to receive release time under this section.
- 5.1.2 After notifying the immediate supervisor as much in advance as possible, a designated CSEA representative will be permitted to leave the unit member's work area during reasonable times to process grievances. If the supervisor determines that an adequate level of service cannot be maintained at the time release time is requested, the supervisor will cooperate with the grievant's immediate supervisor to schedule another time as soon as practicable. Whenever possible, a designated CSEA representative shall give the immediate supervisor twenty-four (24) hours notice of the need for release time for grievance processing, so the supervisor may determine whether to obtain a substitute.
- 5.1.3 Release time under this section shall be limited to: (1) representing a grievance in a conference with a management person, beyond the informal level, and not including time for matters such as gathering information, interviewing witnesses, or preparing a grievance presentation; and (2) representing a unit member in a disciplinary matter.

5.2 Release Time For Negotiations

Five (5) unit members designated by CSEA shall receive paid release time from their scheduled work day, as needed, to participate in scheduled meeting and negotiating with the District, including time spent caucusing during scheduled negotiations sessions and time spent in scheduled mediation and fact finding sessions.

5.3 Release Time For Association/Management Cooperation Committee

The District and CSEA will meet approximately monthly at mutually convenient times to discuss matters of mutual concern and interest that do not involve actual negotiations during the term of this Agreement. This meeting will not generally be used to discuss issues that could be resolved through an exchange of e-mail message or telephone calls. The District will prepare the agenda, and CSEA will submit discussion topics for the agenda at least 48 hours prior to a scheduled meeting. Minutes will be taken and distributed and may include any mutually agreed on timelines for follow-up on issues. The

District and CSEA will alternate minute taking responsibilities. The District will provide a total of four (4) hours paid release time per meeting, and CSEA and the District will work collaboratively to communicate about issues as they arise and avoid waiting until a committee meeting to bring up a problem that could be addressed promptly.

5.4 CSEA Release Time

Subject to the following conditions, CSEA shall be credited annually, on July 1 of each year, 156 hours per year paid release time for CSEA officers and CSEA designated representatives to use for CSEA activities related to the bargaining unit and Hollister School District, including, for example, investigating and preparing grievances, preparing for negotiations and Association/Management Cooperation Committee meetings, meetings with other unit members of professional CSEA labor relations representatives, lengthy telephone calls and/or e-mail correspondence that cannot be handled outside of working hours, and other matters of professional Association business as deemed necessary by CSEA.

- 5.4.1 Unused CSEA release time shall not carry over to the next school year.
- 5.4.2 CSEA and the District shall mutually develop a form and a procedure for accounting for CSEA release time. This form shall be submitted to Human Resources quarterly, and due by September 30, December 31, March 31 and June 30 for each respective quarter.
- 5.4.3 Each year CSEA shall designate the unit members who may utilize CSEA release time, the CSEA officer(s) who will approve this release time, and the officer who will manage its use and communicate that to the District.
- 5.4.4 A designated unit member's use of CSEA release time to be away from the unit member's work station must be approved by the unit member's immediate supervisor in advance and is subject to the same notice and rescheduling considerations described in Section 5.1.2 above for grievance meetings.
- 5.4.5 Nothing in this section shall reduce the number of days available to CSEA pursuant to Sections 5.1, 5.2 or 5.3 of this Agreement.

5.5 Association Business

Except for activities covered by the release time provisions of this Article, all CSEA business and activities will be conducted by unit members or CSEA officials outside established work hours of the unit member participants. Work hours do not include lunch breaks. CSEA representatives not employed by the District may have access to unit member work sites and shall follow appropriate District visitor check-in procedures at each site. However, they shall not hold conference or meetings during unit members' actual work hours.

5.6 Access To Information

- 5.6.1 Designated CSEA representatives have the right to review unit member's personnel files and payroll records at reasonable times when accompanied by the unit member or with written authorization signed by the unit member.
- 5.6.2 All Board of Education meeting agendas and minutes shall be posted online. Upon request, CSEA shall be provided with one paper copy of these materials and other related agenda information material including budget materials.
- 5.6.3 The District shall arrange for posting this Agreement on its website and shall pay for the duplicating cost of sixty (60) copies of this Agreement for use by the Association.
- 5.6.4 CSEA has the right to review at reasonable times any non-confidential material in the possession of or produced by the District that is necessary and relevant for CSEA to fulfill its role as the exclusive bargaining representative.

5.7 Use Of District Buildings, Facilities, And Equipment When Not On Duty

- 5.7.1 CSEA may use District facilities for purposes of exercising rights under the Public Employment Relations Act and conferring with unit members at hours when unit members are not required to render services and when District facilities are not in use for District business. A designated CSEA representative shall obtain advance permissions from the Assistant Superintendent or appropriate school administrator regarding the specific time, place, and activity to be conducted. Permission shall be granted if the requested activities and use of facilities will not directly interfere with school programs and/or duties of employees or previously scheduled use the facility. If any damage is incurred during CSEA's use of the facilities, CSEA agrees to pay for the actual cost of repairs or replacement.
- 5.7.2 Designated CSEA representatives may use District equipment, subject to applicable rules and procedures, at times when they are not on duty or at times when they are utilizing release time under this Article. CSEA shall reimburse the District for photocopies at the normal District rate.

5.8 Use Of Bulletin Boards

CSEA may exclusively post notices of activities and matters of CSEA concern on designated bulletin board space at each school site and the District Office. CSEA bulletin board postings must contain the date of posting and CSEA's identification. All CSEA postings on bulletin boards shall be done by a designated CSEA representative. CSEA will provide the District with a list of designated representatives. CSEA will provide the Assistant Superintendent of Human Resources with a copy of CSEA postings at the time of the posting. CSEA will not post or distribute any information on school property that is obscene or defamatory of the District or its personnel.

5.9 Use Of Delivery Service

CSEA may use the District delivery service and unit members' mailboxes for communications to unit members. CSEA shall provide to the District a copy of all nonconfidential material that is intended for District-wide distribution, except that CSEA shall not use the District's internal delivery services for the purpose of carrying documents across postal lines. A copy of CSEA material for single site distribution shall be given to the site administrator prior to or at any time of distribution. All items for school mailboxes and/or the District's internal delivery system must contain the date of the publication, the name of the responsible CSEA officer, and the name of the organization. A designated CSEA representative shall be responsible for intra-school distribution.

ARTICLE 6: DISTRICT RIGHTS

6.1 District Powers And Authority

To the extent limited by Section 6.2 below, the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine and administer policy; determine its organizations; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the number and kinds of personnel necessary for the District's efficient operation; determine the methods and means of providing such services; establish its educational opportunities; determine staffing patterns; maintain the efficiency of District operations; determine the curriculum; build, move, close, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out non-bargaining unit work including extra duty work; and take action on matters in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees and to review any emails or other electronic correspondence using District provided resources.

6.2 Limitations

The District's exercise of these powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations, and practices in furtherance of and the use of judgment and discretion in connection with these powers, rights, authority, duties, and responsibilities shall be limited only by the terms and conditions of this Agreement and the District's obligations under the law, including the Educational Employment Relations Act.

6.3 Declaration of Emergency

The declaration of an emergency shall be limited to natural disasters and/or events over which the District has no control. In no event shall the District declare an emergency for purposes of evading the provisions of this Agreement. All public employees are disaster service workers, and in the event of natural, manmade or war caused emergencies, which result in conditions of disaster or extreme peril to life, property and resources, all district employees are subject to disaster service activities as assigned to them by their supervisor.

ARTICLE 7: LEAVES

7.1 Sick Leave

7.1.1 Earned And Accrued Sick Leave

Bargaining unit members shall earn and accrue sick leave on an hourly basis at the rate of .046 hours of sick leave for each hour employed during the fiscal year rounded off to the closest full hour. "Hour employed" will include regular work hours, paid holiday hours, and paid vacation hours during the unit member's employment period, but will not include overtime.

7.1.2 Eligibility To Use Sick Leave

Credit for sick leave need not be accrued prior to taking such leave. However, new employees of the District shall not be eligible to take more than the equivalent of six (6) days, or the proportionate amount to which they are entitled, until the first day of the calendar month after completion of six (6) months of service with the District.

7.1.3 Sick Leave Deductions

Sick leave will be used in full hour increments. Fractional hours used will be rounded up to the next full hour.

7.1.4 Sick Leave Verification

The District may require a bargaining unit member to present a signed statement from a duly licensed physician verifying absences of three (3) consecutive days or more due to illness or injury, and the need to be off work because of the illness or injury.

7.1.5 Repayment Of Used Unearned Sick Leave

If a bargaining unit member is terminated for cause or resigns prior to the completion of a fiscal year and has used more sick leave than he/she has earned as of the date of termination, then the District will deduct from the unit member's separation paycheck any pay for sick leave used which was in excess of that earned. If the separation check is smaller in amount than the deduction, the unit member will refund to the District the amount needed to adjust for the unearned sick leave.

7.1.6 Reason For Using Sick Leave

Sick leave shall only be used for a bargaining unit member's illness and injury, except as provided in Sections 7.2, 7.6, 7.7, and 7.8 of this Agreement.

7.1.7 Retirement Credit

A bargaining unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.2 or its successor if the unit member is filing a request for retirement.

7.1.8 Extended Accident/Illness Leave

When a classified bargaining unit member is absent from his/her duties on account of accident or illness for a period of five (5) calendar months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the unit member's salary shall not exceed the amount actually paid to a substitute employee employed to fill the unit member's position during the absence. Except as otherwise specifically provided in this section, the five-month period will run concurrently with other paid and unpaid leaves including Family and Medical Care leave.

The sixty (60) working day workers' compensation leave, in the event the absence is caused by industrial accident or illness, will be used first, then sick leave and vacation leave. After the bargaining unit member has exhausted all paid leaves, including sick leave and vacation to which the unit member is entitled, the unit member shall receive the differential pay for the balance of any remaining period within the five (5) months.

In the event that the extended illness is not due to industrial accident or illness, the bargaining unit member shall not be required to exhaust vacation leave prior to differential pay.

7.2 Personal Necessity Leave

7.2.1 A bargaining unit member may use at the unit member's election not more than ten (10) days per year of earned and unused sick leave benefits in the following cases for personal necessity leave.

7.2.1.1 Death of a member of the bargaining unit member's immediate family when additional leave is required beyond that provided under bereavement leave.

7.2.1.2 Accident/illness involving the bargaining unit member's person or property, or the person or property of a member of the unit member's immediate family.

7.2.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

7.2.1.4 Discretionary Leave: During any school year, a bargaining unit member may use, at the unit member's election, up to five (5) days of Personal Necessity Leave for any reason

the unit member feels is sufficiently compelling to warrant the unit member's absence from normal duties. Discretionary leave is subject to prior notification and approval by the immediate supervisor. Approval will be granted if no unusual hardship to the school program is anticipated.

- 7.2.2 "Ten (10) days" will mean the number of hours equal to ten (10) times the number of hours the bargaining unit member normally is scheduled to work per day.
- 7.2.3 "Immediate family" for purposes of Personal Necessity Leave will be defined the same as for bereavement leave below.
- 7.2.4 When requesting the use of Personal Necessity Leave, except for discretionary reasons, the bargaining unit member must present a signed statement describing the nature of the incident for which the employee is requesting Personal necessity Leave. Personal Necessity Leave will not be granted for any reason other than those specified above.
- 7.2.5 Bargaining unit members will not be required to secure advance permissions for personal necessity leave taken for the reasons described in Sections 7.2.1.1 or 7.2.1.2. However, the unit member must notify the unit member's supervisor as soon as practicable of the unit member's need for personal necessity leave and the anticipated length of the leave. Within two (2) days of returning to work, a unit member must submit a "request for leave" form to the immediate supervisor.
- 7.2.6 No more than three (3) days of personal necessity may be taken in succession. The Superintendent or designee may grant, at his/her discretion, additional days in succession, beyond the three (3) days, for extraordinary circumstances.

7.3 Industrial Accident/Illness Leave

- 7.3.1 Each bargaining unit member will be entitled to industrial accident/illness leave in accordance with the Education Code Section and this Agreement.
- 7.3.2 Allowable industrial accident or illness leave shall not be for less than sixty (60) working days in any one fiscal year for the same accident or illness. In the event that an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member will be entitled to only those days remaining at the end of the fiscal year in which the industrial accident or illness occurred, for the same illness or injury.
- 7.3.3 Allowable industrial accident/illness leave will not accumulate from year to year.
- 7.3.4 Industrial accident/illness leave will commence on the first day of absence caused by the accident or illness.

- 7.3.5 Payment for wages lost on any day when added to an award granted the bargaining unit member under the workers' compensation laws of California will not exceed the normal wage for the day of absence.
- 7.3.6 Industrial accident/illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 7.3.7 Prior to returning to work after sustaining an industrial accident or illness, the bargaining unit member will present a signed statement from a licensed physician stating that the unit member is sufficiently recovered to return to work without appreciable risk of aggravating the industrial injury or illness.
- 7.3.8 Industrial accident or illness leave of absence is to be used in lieu of sick leave under Article 7.1. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave, vacation, or other paid leave will then be used; but if a bargaining unit member is still receiving workers' compensation the unit member shall be entitled to use only so much of the unit member's accumulated or available sick leave, accumulated compensating time, or vacation which, when added to the workers' compensation award, provide for a full day's pay at the regular rate of pay.
- 7.3.9 When all available leaves of absence paid or unpaid, have been exhausted and if the bargaining unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept an appropriate assignment shall be dismissed.
- 7.3.10 Any bargaining unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

7.4 Pregnancy Disability Leave

- 7.4.1 A bargaining unit member may use sick leave and/or extended sick leave for disability due to pregnancy, childbirth, or related medical conditions and recovery there from.

- 7.4.2 The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the bargaining unit member is no longer disabled because of pregnancy and shall return to work shall be determined by the unit member and unit member's physician.
- 7.4.3 Before returning to work from a pregnancy disability leave, the bargaining unit member shall obtain a "return to work" certification from her health care provider stating that she is able to resume her job duties.
- 7.4.4 Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following childbirth. Pregnancy disability leave shall not be granted to provide for childcare.

7.5 Parental Leave

- 7.5.1 A bargaining unit member who takes a pregnancy disability leave and is eligible for leave under the California Family Rights Act ("CFRA"), may take unpaid CFRA leave for reason of the birth of her child.
- 7.5.2 Additional unpaid parental leave of absence and/or childcare leaves of absence may be granted under the same conditions as unpaid leaves of absence.

7.6 Family Care And Medical Leave

7.6.1 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a bargaining unit member must have been employed by the District for at least twelve (12) months, and have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

7.6.2 Family Care And Medical Leave Entitlement

Subject to the provisions of this Agreement and state and federal law, including the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA") as eligible bargaining unit member is entitled to a total of 12 workweeks of leave during any 12-month period for any one, or more, of the following reasons:

7.6.2.1 The birth of a child and to care for the newborn child;

7.6.2.2 The placement with the bargaining unit member of a child for adoption or foster care by the unit member.

7.6.2.3 To care for the bargaining unit member's child, parent, or spouse who has a serious health condition; and

7.6.2.4 Because of a bargaining unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave.

For family care and medical leave purposes, the "12-month period" in which the 12 weeks of leave entitlement occurs shall be defined as the 12-month period measured forward from the date a bargaining unit member's first family care and medical leave begins. After the first 12-month period expires, subsequent 12-month periods begin to run on the date the unit member's next family care and medical leave begins.

7.6.3 Pay Status And Benefits

7.6.3.1 Except as provided in this section, the family care and medical leave will be unpaid. However, the District will continue to provide and pay for group health benefits during the period of leave on the same basis as coverage would have been provided had the bargaining unit member been continuously employed during the entire leave period.

7.6.3.2 The bargaining unit member will be required to continue to pay unit member's share of premium payments, if any. Payment is due at the same time as it would be made if by payroll deduction.

7.6.4 Relationship Of Family Care And Medical Leave To Other Leaves

7.6.4.1 Use of Other Paid Leave

A bargaining unit member may choose to substitute accrued vacation or other accrued paid leave, for any part of the unit member's family care and medical leave.

7.6.4.2 Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the bargaining unit member may be entitled for the same qualifying reason.

7.6.5 Notice To District

7.6.5.1 The bargaining unit member must provide written notice to the District as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement

for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

7.6.5.2 The written notice must inform the District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave. The District's Request for Family and medical Leave Form should be used whenever possible.

7.6.5.3 If a bargaining unit member fails to give 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the District may deny the family care and medical leave request until at least 30 days after the date the unit member provides notice to the District of the need for family care and medical leave.

7.6.5.4 The bargaining unit member shall consult with the District and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to the District's operations.

7.6.6 Medical Certification

7.6.6.1 A bargaining unit member's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the unit member shall provide the District with recertification by the health care provider.

7.6.6.2 A bargaining unit member's request for family care and medical leave because of the unit member's own serious health condition shall be supported by a certification issued by the unit member's health care provider.

7.6.6.3 As a condition of a bargaining unit member's return from leave taken because of the unit member's own serious health condition, the unit member is required to obtain certification from the unit member's care provider that the unit member is able to resume work.

7.6.6.4 Bargaining unit members are required to use the "Certification of Health Care Provider or Practitioner" form available from the District to meet the certification and recertification requirement of this section. (Form attached.)

7.6.6.5 Under this Article, "health care provider" means a health care provider as defined in federal and state regulation implementing the FMLA and the CFRA.

7.6.7 District Response To Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the bargaining unit member of the designation.

7.6.8 Dual Spousal Employment

Where a husband and wife are entitled to family care and medical leave and are both District bargaining unit members, allowable leave for the birth, adoption, or foster care placement of their child is limited to a total of 12 work weeks in a 12-month period between the two unit members. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

7.6.9 Bargaining Unit Member's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, a bargaining unit member is entitled to be returned to the same or equivalent position the unit member held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit member has no right to return to the same position. The leave shall not constitute a break in service for purposes of longevity or seniority under this Agreement or any unit member benefit plan. For purposes of layoff, promotion, job assignment, and seniority-related benefits, such as vacation, the unit member returning from Family and Medical Leave shall return with no less seniority than he or she had when the leave began.

7.6.10 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of pregnancy, childbirth or related medical conditions for which a bargaining unit member may be qualified under state law.

7.7 Paternity Leave

A father may use a maximum of four (4) days of accrued sick leave, with pay, at the birth of his child. A father shall be granted paternity leave under this Section only during the four (4) consecutive calendar days immediately following the arrival of his child. Leave under this Section is in addition to any other leaves for which a unit member may be eligible for the same reason.

7.8 Leave To Care For A Sick Child, Parent, Spouse, Or Domestic Partner

7.8.1 In any school year, bargaining unit members may use up to a maximum of one-half (1/2) of the hours of leave that are credited in one (1) year under Section 7.1.1 to attend to an illness of the unit member's child, parent, spouse, or domestic partner. The provisions of Sections 7.1.2, 7.1.3,

7.1.4 and 7.1.5 shall apply to a unit member's use of sick leave to attend to an illness of the unit member's child, parent, spouse, or domestic partner.

7.8.1 In any school year, bargaining unit members may use up to a maximum of one-half (1/2) of the hours of leave that are credited in one (1) year under Section 7.1.1 to attend to an illness of the unit member's child, parent, spouse, or domestic partner. The provisions of Sections 7.1.2, 7.1.3, 7.1.4, and 7.1.5 shall apply to a unit member's use of sick leave to attend to an illness of the unit member's child, parent, spouse, or domestic partner.

7.8.2 As used in this section:

"Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

7.8.3 This section does not extend the maximum period of leave to which a bargaining unit member is entitled under the federal Family and Medical Leave Act of 1993, the California Family Rights Act, and Section 7.6 implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

7.9 Long-Term Leaves

7.9.1 Long-term leaves will be granted only for purposes that are in the best interest of the District. The District will be the sole judge as to which leaves are in the best interest of the District.

7.9.2 Non-Industrial Accident Or Illness

7.9.2.1 A permanent bargaining unit member who has exhausted all entitlement to sick leave, vacation, or other available paid leave, and who is absent because of non-industrial accident or illness, may be granted additional leave without pay, not to exceed six (6) months. The District may renew the leave of absence without pay for two (2) additional six (6) month periods or for any lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.

7.9.2.2 A bargaining unit member upon ability to resume the duties of the position within the class to which the unit member was assigned, may do so at any time during the leave of absence granted under this section, providing that the unit member submits a written notice of intent to return to work at least two (2) weeks prior to returning to work. The lost time will not be considered a break in service. The unit member will be restored to a position within the class to which the unit member was assigned and, if at all possible, to

the unit member's former position with all the rights, benefits, and burdens of a permanent employee.

7.9.2.3 If, at the conclusion of all leave of absence, the bargaining unit member still is unable to assume the duties to the unit member's position, the unit member will be placed on a reemployment list for a period of thirty-nine (39) months.

7.9.2.4 If, at any time during the prescribed thirty-nine (39) months, the bargaining unit member is able to assume the duties of the unit member's position, the unit member will be reemployed in the first vacancy in the classification of the unit member's previous assignment. This reemployment will take preference over all other applicants, except for those laid off for lack of work or funds, in which case the unit member will be ranked according to proper seniority. Upon resumption of the unit member's duties, the break in service will be disregarded, and the unit member will be fully restored as a permanent employee.

7.9.3 Other Reasons

A bargaining unit member may request an unpaid long-term leave of absence for any reason other than non-industrial accident or illness. Leave requests will be reviewed by the District on an individual, case-by-case basis. If the District approves the request, the terms of the leave will be as mutually agreed upon by the District and the unit member.

7.10 Bereavement Leave

7.10.1 Each bargaining unit member will be entitled to bereavement leave on account of the death of any member of the employee's immediate family not to exceed three (3) days for required travel for less than 300 miles, or five (5) days for required travel exceeding more than 300 miles.

7.10.2 Members of the immediate family, for purposes of this section, shall include mother, father, grandmother, grandfather, or a grandchild of the unit member or the unit member's spouse; the spouse, son, son-in-law, daughter, daughter-in-law, still-born child beyond the first trimester of the pregnancy, brother, brother-in-law, sister, or sister-in-law of the unit member, step-parent or step-child of the unit member; or any foster parent, foster child or relative living in the unit member's immediate household.

7.10.3 When requesting bereavement leave, the bargaining unit member must present a signed statement giving the name of the deceased immediate family member; state the deceased's relationship to the unit member, and where the deceased resided.

7.11 Jury Duty

Each bargaining unit member will be entitled to leave without loss of pay for any time the unit member is required by law to perform jury duty. Upon return from leave, unit member will submit absence form, indicate court rate, and sign absence authorizing deduction of court rate for each day of leave.

7.12 Military Leave

Bargaining unit members are entitled to military leaves of absence as required by the California Military and Veterans Code and California Education Code Section 45059. Except as otherwise required by law, military leaves of absence shall be unpaid. Unit members may request further information from the Human Resources Department, which shall provide copies of all relevant sections of the Military and Veterans Code and the Education Code.

7.13 Absences Without Leave

If a bargaining unit member is absent from work for any reason other than those specified in this Article, the unit member will not earn or be entitled to pay for such period of absence. In addition, if such absence is without approval of the unit member's immediate supervisor, such absence will constitute sufficient cause for disciplinary action by District.

7.14 Unpaid Leave Of Absence – Seniority

Employees who are on an unpaid leave of absence or resign, and are rehired within 39 months, will be given credit for time worked in positions equal to or higher than the one currently employed in. The employee's hire date will be adjusted to reflect the break in service with the District. An adjusted hire date means that the employee's hire date will be adjusted based on the number of months they have been gone from the District.

7.15 Return To Work

Before a unit member returns to work from a personal illness, injury, or disability, the District may require the unit member to provide verification from a physician that the unit member is medically able to perform his/her job responsibilities. If the District requires this verification, the District will pay for any portion of the examination costs that are not covered by medical insurance.

ARTICLE 8: TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

8.1 Definitions

- 8.1.1 Classification: Classification is the general category of the positions held (i.e. job title/job description).
- 8.1.2 Positions: Position is the bargaining unit member's current assignment within a classification (i.e., School Office Manager, Calaveras School).
- 8.1.3 Transfer: Movement within the same classification from one site to another site or movement from one classification to another classification that does not entail either a demotion or promotion.
- 8.1.4 Promotion: Movement from one classification to another classification at a higher salary range.
- 8.1.5 Administrative Transfer: District-initiated movement of a bargaining unit member from one position to another that does not entail either a promotion or demotion.
- 8.1.6 Vacancy: A vacancy occurs when a bargaining unit member permanently leaves a position or when the District create a new position.

8.2 Request for Voluntary Transfer

- 8.2.1 A bargaining unit member may submit a written request to the District for transfer to another position in the same classification. The request will include classification title requested and work location desired.
- 8.2.2 Each request will be kept on file by the District and remain current and in effect from the date it is delivered to the District through the following June 30.

8.3 Application For Promotion

A bargaining unit member may submit an application to the District for promotion to another position.

8.4 Consideration

- 8.4.1 The District will consider requests for voluntary transfers/reassignments and promotions as job openings occur. Specifically, the District will notify a bargaining unit member who has a current request on file when a vacancy does occur within the class title and work location requested by the unit member.

- 8.4.2 If more than one bargaining unit member requests a transfer or applies for promotion to the same position, interviews shall be required.
- 8.4.3 When a vacancy occurs, consideration will be given first to bargaining unit members who have a current transfer request for the position on file. Attendance and performance in the unit member's current assignment and seniority will be considered in filling the vacancy.

8.5 Selection

Selection of the candidate to fill any job vacancy will be solely at the discretion of the District.

8.6 Procedure for Filling Vacancies

8.6.1 Notice Of Vacancies: All bargaining unit vacancies will be posted internally for five (5) working days. The District may also post externally at the same time. During recess periods, notices of vacancies will be mailed to unit members who submit a written request to receive mailed notices during those designated periods. Unit members who are on a leave of absence or vacation shall be mailed, upon request, a copy of the vacancy announcements and an application form.

8.6.1.1 The job vacancy notice shall include: job title, job requirements, assigned work site, hours per day, salary range, qualifications for the position, deadline for filing and date of the posting. A job description shall be provided by the Human Resources Department upon request.

8.6.2 Screening, Interview, And Selection Process

8.6.2.1 All bargaining unit applicants will be screened by the District to determine if they meet the minimum qualifications. The District retains the right to determine the qualifications of candidates.

8.6.2.2 An internal applicant (current bargaining unit member) who meets the minimum qualifications for the vacancy shall be entitled to consideration as long as the unit member received a satisfactory evaluations for the last performance period.

8.6.2.3 Interview Committee: An interview committee of at least two (2) individuals shall interview eligible candidates. The committee shall include the supervisor of the position (or designee) and a representative from Human Resources, if needed. CSEA shall be given the opportunity to appoint a job-alike representative (or, if none are available, a designee) on the interview committee for all bargaining unit positions. The job-alike representatives, if any, shall be appointed no later than seven (7) work days following posting.

8.6.2.3.1 Interview committee members shall submit their rating sheets on each applicant to the Human Resources Department.

8.6.2.3.2 Final selection shall be made by the District.

8.7 Administrative Transfers

8.7.1 The District shall attempt to meet its needs through voluntary transfer. In the event that an administrative transfer appears necessary, the Human Resources Department shall confer with all bargaining unit members being considered to attempt to provide a solution to the need.

8.7.2 A bargaining unit member who did not request a transfer to fill a vacant position may be selected by the District to fill a vacant position. Unit members being involuntarily transferred shall be given consideration over other unit members seeking voluntary transfers. In either case, one or more of the following criteria shall apply:

- the District needs;
- the unit member's experience to perform the required services;
- the unit member's qualifications;
- the unit member's length of service to the District.

8.7.3 In the event that the vacancy is filled by an involuntary transfer the Human Resources Department shall inform the affected bargaining unit member in writing of the reason(s) for the administrative transfer.

8.8 Promotional Probationary Period

A permanent bargaining unit member who is promoted shall serve one hundred eighty (180) days in paid status probationary period in the promotional position provided the time period from August 1 through September 30 is included in the one hundred eighty (180) days in paid status. Should the one hundred eighty (180) days in paid status period not include this time period, it shall be extended until September 30. A permanent unit member who accepts a promotion and fails to complete the promotional probationary period for that promotional position, shall be employed in the classification from which he or she was promoted.

8.9 Special Education Instructional Assistant Positions

8.9.1 Notwithstanding any provision in this Agreement to the contrary, including, but not limited to Article 9.4, the District may administratively transfer a bargaining unit member or increase a bargaining unit member's hours without following the procedures in this Article for posting and filling a vacancy, at the District's discretion, and to avoid disruption to the educational program

of a special education student, or to avoid the mid-year layoff of a special education instructional assistant when a special education student matriculates or withdraws from the District during the school year, or to meet other District or student needs.

- 8.9.2 The administrative transfer, however, shall be effective only until the end of the school year during which the transfer occurs. If the District determines to continue the assignment to which a special education instructional assistant was transferred under this section, the District will post the position as a vacancy and fill the vacancy for the following school year according to the procedures outlined in Section 8.6 of this Article.
- 8.9.3 Notwithstanding any provision in this Agreement to the contrary, except Article 18, if the hours of a special education instructional assist are increased during a school year pursuant to Article 9.3, the position will be declared vacant and available for voluntary transfers under this Article for the following school year.

ARTICLE 9: HOURS OF WORK

9.1 Work Week

- 9.1.1 The District establishes the bargaining unit work week as forty (40) hours of work served over a seven (7) day period.
- 9.1.2 The District designates the normal work week as eight (8) hours per day, Monday through Friday.
- 9.1.3 The District may assign bargaining unit members to non-consecutive work days at any time during the seven (7) day period based on the needs of the District.
- 9.1.4 The District shall provide a bargaining unit member with ten (10) days notice prior to making any changes in the unit member's work week.

9.2 Work Day

- 9.2.1 The length of any bargaining unit member work day will be established by the District, in compliance with law, for each unit member relative to the needs of the District.
- 9.2.2 At the time of employment, the District shall establish a fixed regular and ascertainable minimum number of hours for all bargaining unit members.
- 9.2.3 The District shall provide a bargaining unit member with ten (10) days notice prior to making any changes in the unit member's starting and ending time.

9.3 Adjustment Of Assigned Time

A bargaining unit member who works a minimum of thirty (30) minutes per day in excess of his or her part-time assignment for a period of twenty (20) consecutive working days or more shall have his or her regular assignment changed to reflect the longer hours, effective with the next pay period. This provision shall not apply to time served in a vacant position.

9.4 Increase In Hours

When additional hours are assigned to a part-time position on a regular basis, raising the position to a full-time, eight (8) hour position, the position will be posted within the classification. The position will be filled based on seniority and qualifications.

9.5 Lunch And Rest Periods

- 9.5.1 The District will establish an unpaid uninterrupted lunch period of not less than one-half hour for each bargaining unit member working five (5) or more hours per day.
- 9.5.2 The District will provide, at times approved by the immediate supervisor, one paid fifteen (15) minute rest period for each bargaining unit member for each four (4) consecutive hour period worked.
- 9.5.3 Bargaining unit members working six (6) hours per day will be provided a minimum of twenty (20) minutes paid rest period to be approved by the immediate supervisor.
- 9.5.4 Dinner periods and rest periods for evening and early morning shift bargaining unit members will be established, whenever possible, within the regulations established for day shift unit members.
- 9.5.5 Rest period time may not be used to lengthen a lunch period, shorten a day, or make up lost time, unless mutually agreed upon between the bargaining unit member and the District due to an emergency.

9.6 Summer Assignments

- 9.6.1 Summer session assignments including but not limited to Extended School Year (ESY) and Migrant Summer programs shall be offered to bargaining unit members on the basis of qualifications for employment in each classification of service required by the District. Unit members who have received less than a satisfactory evaluation on their most recent performance evaluation are not eligible for summer school positions.
- 9.6.2 An application must be completed for each summer position/site for which a bargaining unit member seeks consideration.
- 9.6.3 Applicants will be selected for the position and may be interviewed by the appropriate Administrator/Supervisor and if needed a District Human Resources administrator (or designee). Applicants who have worked with, or who possess training relevant to, a specific ESY student need not be interviewed; applicants for positions requiring no student-specific training shall be interviewed.
 - 9.6.3.1 The most senior incumbent in the position who applies for the summer session assignment in the same position as his/her regular work assignment shall be selected. Bargaining unit members who apply for summer session assignments to a classification different than his/her regular work assignment shall be selected on the basis of seniority

in the position and previous selection(2) for summer session assignments. The intent of this provision is to rotate summer session assignments among all qualified unit member applicants as fairly and equally as possible. However, if an employee has a pending disciplinary action, he/she shall not be eligible for summer school assignment until the disciplinary action has been resolved.

- 9.6.4 A bargaining unit member selected for summer session assignment shall be paid, pro-rata at the unit member's current step, the compensation and benefits applicable to the classification during the regular academic year.
- 9.6.5 The District may not require a bargaining unit member to work a summer school assignment if the unit member's regular assignment does not include the period between the end of the academic year in June to the beginning of the next academic year in August or September.

ARTICLE 10: PERSONNEL FILES

10.1 Personnel Files

- 10.1.1 Each unit member's personnel file shall be maintained at the District's central administration office.
- 10.1.2 Unit members shall be provided with copies of any derogatory written material before it is placed in the unit member's personnel file. The unit member will have the opportunity to initial and date the material and to prepare a written response within ten (10) days of receipt of the material. The written response shall be attached to the material.
- 10.1.3 The unit member's personnel file shall be made available for review by the unit member involved only at a time when the unit member is not actually required to render service to the District. The unit member may be accompanied by a CSEA representative while reviewing the file. Upon written authorization by the unit member, a CSEA representative shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.
- 10.1.4 All personnel files shall be kept in confidence.

ARTICLE 11: EVALUATION PROCEDURES

11.1 Frequency Of Evaluation

All classified bargaining unit members shall be formally evaluated at regular intervals.

11.1.1 Probationary unit member shall be evaluated at the end of the fourth (4th), ninth (9th), and twelfth (12th) months of employment. "Months of employment" for purposes of this evaluation schedule, and for purposes of counting the twelve (12) month probationary period, shall not include months that are not part of the unit member's regular work year (i.e., the summer months that are not part of a ten (10), or eleven (11) month unit member's regular work year).

11.1.2 Permanent unit members shall be evaluated at least once per year, usually on or before anniversary date.

11.2 Persons Responsible For Evaluations

Evaluations shall be performed by the unit member's designated administrator and/or manager.

11.3 Procedure For Completion Of Evaluation Forms

Unit members shall be evaluated on the Hollister School District Performance Evaluation For Classified Employees Form, attached as an addendum to this agreement. The original shall be sent to the District office and filed in the unit member's personnel file, one (1) copy shall be kept in the files of the designated administrator/manager, and one (1) copy shall be given to the unit member.

11.4 Procedure For Evaluation Conference

The evaluation process shall include a conference between the evaluator or designee and the bargaining unit member for the purpose of reviewing and clarifying the completed evaluation. The evaluator or designee and the unit member will sign the report, and each may write any comments deemed necessary. Signing the report does not indicate that the unit member agrees or disagrees with the report, but merely indicates that the unit member has received a copy.

11.5 Procedure For Improvement Of Unit Member Performance

11.5.1 If an evaluator gives a unit member a "requires improvement" or "unsatisfactory" rating in Section A, the evaluator shall include specific recommendations for improvement.

11.5.2 If an evaluator gives a unit member a summary evaluation of “requires improvement” or “not satisfactory”, the evaluator shall prepare a “performance improvement plan”, which shall be attached to the evaluation.

11.5.2.1 In the “performance improvement plan”, the supervisor shall specifically itemize the problem areas and offer positive steps for improvement; and

11.5.2.2 Provide a specific timeline within which the unit member must demonstrate improvement in each problem area.

11.5.2.3 The performance improvement plan shall be written and signed by both parties. A copy shall be given to the unit member.

11.5.2.4 At the conclusion of this timeline the unit member shall be evaluated again. If the unit member again fails to earn a “meets standards” summary evaluation, the evaluator will forward the unit member’s evaluations and performance improvement plan to Human Resources for further consideration and action.

11.6 Promotional Probationary Period

If a unit member fails to satisfactorily complete the promotional probationary period, the unit member shall be reassigned to the position occupied by the least senior unit member in the classification held by the promoted unit member at the time of the promotion.

11.7 Exempt From Grievance Procedure

This article on Evaluations is not subject to the provisions of the Grievance Procedure article.

11.8 Personnel File

Unless the unit member is unavailable, an evaluation will not be placed in the unit member’s personnel file without an opportunity for discussion between the unit member and the evaluator. Neither the unit member’s unavailability for an evaluation conference nor the unit member’s refusal to sign the evaluation form will invalidate the evaluation for any purpose.

11.9 Unit Member’s Response To The Evaluation

A unit member may comment on the evaluation in writing in the space provided on the evaluation form. Within ten (10) day of receiving the evaluation, the unit member may also submit a separate, written response, which shall be attached to the evaluation placed in the unit member’s personnel file. Filing a written response is the sole remedy under this Agreement if a unit member disagrees with the evaluation content.

11.10 Unit Member Evaluation Complaints

Unit members who have complaints about an evaluation may present their complaints outside of the contract grievance procedure through the District's Miscellaneous Complaint Procedure.

ARTICLE 12: COMPENSATION

12.1 Salary Schedule

12.1.1 Effective July 1, 2013, the salary schedule for bargaining unit members shall be increased by 2%.

Effective July 1, 2015, the salary schedule for bargaining unit members shall be increased by 1%.

The 2013-14 salary schedule shall be attached to this Agreement as Appendix A.

12.2 Regular Rate Of Pay

The regular rate of pay for each position in the bargaining unit will be in accordance with the rates established for each class as provided in the salary schedules attached as addendums and incorporated as a part of this Agreement.

12.3 Payroll

The District will provide for direct deposit of monthly salary pay checks and deferred pay for bargaining unit members who complete the required documentation provided by the payroll department to activate this process.

12.4 Step Increases

Eligible bargaining unit members will receive their step increase on the unit member's anniversary. To be eligible for a step increase, a unit member shall have been in paid status for at least 75 percent of the total work days, holidays, and vacation days of the unit member's assigned position during the year.

12.5 Longevity

12.5.1 Eligible bargaining unit members will receive longevity compensation at the following rates:

- an additional 2.5% after ten (10) years of service;
- an additional 3% after fifteen (15) years of service (5.5% total);
- an additional 3.5% after twenty (20) years of service (9% total);
- an additional 4% after twenty-five (25) years of service (13% total);
- an additional 4.5% after thirty (30) years of service (17.5% total);
- an additional 5.0% after thirty-five (35) years of service (22.5% total);
- an additional 5.5% after forty (40) years of service (28% total).

12.5.2 Years of service for longevity compensation purposes will include only those years in which the bargaining unit member was in paid status for at least 75 percent of the total work days, holidays, and vacation days of the unit member's assigned position during the year.

12.6 Bilingual Stipend

12.6.1 Bargaining unit members assigned to positions that have been designated to utilize Spanish interpreting skills during the performance of their regular duties will receive an annual bilingual stipend paid in June.

12.6.2 Bargaining unit members who are in the positions listed in Section 12.6.3 and who wish to receive the bilingual stipend must first take and pass the Spanish bilingual test, unless they have done so previously, and satisfactorily perform these duties. Those wishing to be eligible to receive the "Translator rate" must pass a Written Translator exam. The Human Resources Department shall administer and grade the bilingual test. The District will consult with CSEA during test design and prior to adopting the test.

12.6.3 The positions that are eligible to receive the bilingual stipend are the following:

- Data Processing Specialist;
- Executive Secretary
- Lead Food Service Worker
- Food Service Worker
- Health Office Clerk;
- School Office Manager;
- School Secretary; and
- Transportation Coordinator.

12.6.4 The school principal, with input from the Human Resources Administrator and CSEA President, shall determine at the beginning of the school year who has qualified to receive the bilingual stipend based on designated positions, test passage and satisfactory performance. This stipend is for official school business.

Effective July 1, 2013, rates for the stipend are as follows:

<u>Hours Worked</u>	<u>Stipend</u>
8.0	\$350.00
7.5	\$328.13
7.0	\$306.25
6.5	\$284.38
6.0	\$262.50
5.5	\$240.63
5.0	\$218.75
4.5	\$196.88
4.0	\$175.00
3.5	\$153.13
3.0	\$131.25

12.6.5 When a vacancy is filled in a designated position, the new incumbent shall receive the bilingual stipend (on a pro-rata basis for a partial year of service) after passing the test.

12.6.6 As needed, bargaining unit members receiving the Bilingual stipend may be expected to perform written translation. For small projects, non-legal documents totaling no more than 500 words per month, and notes between parents and District employees, these shall be completed as part of the performance of their regular duties with no compensation beyond the bilingual stipend. For more significant written projects, or for legal documents (e.g. IEPs) bargaining unit members who have passed the Written Translator exam, may with the approval of an administrator, perform written translation. Such work shall be conducted outside of regular work hours and be compensated at the “Translator rate” of \$.05 per word, with the word count being determined by the number of words in the source document. All such work shall be assigned by the department or site supervisor.

12.6.7 Receipt of the “Translator rate” of pay for work completed by a unit member in no way establishes that such work is exclusively CSEA bargaining unit work, or that the same unit member will have preference to conduct such work in the future.

12.7 Shift Differential

12.7.1 Full-Time Unit Members

Effective July 1, 2006, full-time bargaining unit members whose assigned shift begins on or after 2:00 p.m. shall receive a shift differential premium by working a seven and one-half hour (7.5) day for eight (8) hours pay.

12.7.2 Part-Time Unit Members

Bargaining unit members whose assigned work shift commences on or after 2:00 p.m. shall be paid a shift differential premium of fifteen (15) cents per hour above the regular rate of pay for all hours worked.

12.8 Promotions

12.8.1 Within A Job Family

A bargaining unit member who is promoted within the same job family group, as defined in Article 2, will be placed on the same salary step in the new classification as the unit member held in the old classification.

12.8.2 To A New Job Family

A bargaining unit member who is promoted to a position in a different job family, as defined in Article 2, shall be placed on the lowest salary step of the new classification that is at least five percent (5%) higher than the unit member's salary step in the previous classification.

12.9 Working Out Of Classification

A bargaining unit member assigned to work out of classification including classifications outside of the bargaining unit for any period of time shall be compensated at the higher classification rate for the entire period required to work out of classification. For out of classification work assigned within the bargaining unit, the term "higher classification rate" means step placement in the higher class the same as the step placement of the unit member in the unit member's regular classification. If a unit member is assigned to work out of classification in a position outside of the bargaining unit, the unit member shall be compensated at the rate of one and one half (1 ½) times the bargaining unit member's regular rate of pay for the entire period the unit member is required to work out of classification.

12.10 Overtime

12.10.1 Definitions

Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any work week. All overtime must be approved by the immediate supervisor or a District administrator before it is worked.

12.10.2 Rate of Compensation

Overtime shall be compensated at the rate of one and one-half (1 ½) times the bargaining unit member's regular rate of pay (Article 12.1) Part-time unit member shall receive overtime pay for any work performed on the sixth and seven consecutive day or in excess of eight (8) hours in any day.

12.10.3 Holiday Overtime

Bargaining unit members who are authorized to work on holidays shall receive overtime pay in addition to the regular pay rate for the holiday.

12.10.4 Compensatory Time

A supervisor may grant compensatory time off at the overtime rate. The supervisor will inform a bargaining unit member of the intended method of payment (cash or compensatory time) at the time of directing overtime work. Whenever compensatory time off is the method of payment, no unit member will be required to accept compensatory time off if it results in the unit member carrying a compensatory time off balance of more than 240 hours. In such a case, unit member will be compensated under Section 12.10.2.

12.10.5 Required Overtime

A bargaining unit member may refuse overtime work except that, when the needs of the District warrant, the supervisor may direct the unit member to work overtime. The needs of the District will be defined by the supervisor. The supervisor will attempt to identify unit member volunteers to work overtime before directing a unit member to work overtime. A unit member who is required to work overtime may elect the method of overtime compensation.

12.11 Callback Time

Any bargaining unit member called back to work after completion of the unit member's regular work day will receive two (2) hours compensation at the regular rate of pay. In addition, the unit member will be paid at the appropriate rate for the time actually worked. This provision shall not apply to unit members who, either prior to or during their regular work day, agree to return to work after the completion of their regular assignment.

12.12 Minimum Call In Time

Any bargaining unit member called in to work on a day when the unit member is not scheduled to work will receive two (2) hours compensation at the regular rate of pay. In addition, the unit member will be paid at the appropriate rate for the time actually worked.

12.13 Uniforms

The District may rent and maintain uniforms for all custodial and maintenance bargaining unit members. The final salary pay check of a unit member who terminates from District employment shall be reduced by the cost of any uniforms issued to the individual that have not been returned to the District.

12.14 Deductions of Overpayments

In the event the District, regardless of fault, erroneously overpays a bargaining unit member, the District shall deduct from that bargaining unit member's regular pay check(s) the full amount of the overpayment. The District shall recover the overpayment by deducting from the unit member's regular pay check either the full amount of the overpayment or 10% of the unit member's gross salary, whichever is less. The District shall continue the overpayment deductions for as many consecutive pay periods as necessary until it recovers the full overpayment. The District shall not begin recovering the overpayment by payroll deduction until it has given the unit member 30 days written notice of the details of the overpayment, the amount of the overpay, and the recovery schedule. The unit member may request that the District deduct the full amount of the overpayment from the unit member's next regular paycheck.

12.13 Payment of Underpayments

If the District erroneously underpays a bargaining unit member, if possible under the county warrant system, the District shall pay the unit member the amount owed within one (1) week of receiving notification of the underpayment.

ARTICLE 13: HEALTH BENEFITS

13.1 Health Benefits Plans Offered

The District will offer bargaining unit members a package of medical, dental, and vision insurance for unit member and their eligible dependents. The health insurance package offered by the District will include a medical base plan and up to three (3) other medical insurance plan options. Unless otherwise provided, medical, dental and vision insurance are offered as a package. It is mandatory for full-time employees to participate in the health benefit plans and they must be enrolled in a medical, dental and the vision plan. Part-time employees who are employed for at least 4 hours per day may opt to participate in the health benefit plan coverage. Part-time unit members who elect to enroll in the district health insurance plan must enroll in a medical, dental and the vision plan for the unit member and the unit member's dependents.

Effective October 1, 2013, the District's basic contribution shall be \$13,800 towards the premiums for the health benefit plans offered by the District. The District will provide four (4) medical plans to employees, with the 80G-20 Medical Plan and Dental Incentive Plan and MES Vision plans (Appendix C) being the "Base Plan" until such time as a new Base Plan is agreed upon.

Effective October 1, 2014, the District's basic contribution shall be \$14,170 which is 90% of 80G-30 health plan with 9/35 Rx, Delta Incentive Plan and MES Plan B (vision plan until completion and ratification of reopener negotiations for this year.

Effective October 1, 2015, the District's basic contribution shall be 90% of 80G-30 health plan with 9/35 Rx, Delta Incentive Plan and MES Plan B (vision plan until completion and ratification of reopener negotiations for this year.

Effective October 1, 2010 the District will participate in Self Insured Schools of California (SISC) Employed Spouse//Domestic Partner Overlay Program for Districts with Composite Rates. The employed Spouse/Domestic Partner Program requires the spouse/domestic partner of District employees to enroll in the coverage provided by their own employers if they are eligible. If they do not enroll, subject to SISC rules, the employee's spouse/domestic partner is not eligible to be covered as a dependent of the employee under SISC.

13.2 Full-Time Unit Members

13.2.1 For each full-time unit member enrolled in the District health benefits plans, the district shall contribute the District's basic contribution as stated in Section 13.1 toward the unit member's premium costs.

13.2.2 If a unit member chooses an insurance plan that costs more than the District's basic contribution amount, the unit member will pay the difference between the District's basic contributions amount and the medical upgrade plan through automatic payroll deduction.

13.2.3 If the unit member chooses the medical downgrade insurance plan that cost less than the medical base plan, the District will pay the unit member the difference between District's basic contribution amount and the medical downgrade plan cost (cash-back).

13.3 Part-Time Unit Members Assigned To Work Six or More Hours but Less Than Eight Hours

13.3.1 If a part-time unit member assigned to work six or more hours but less than eight hours, elects to participate in District health benefits, the unit member must subscribe to a package of three plans – a medical plan, a dental plan and the vision plan.

13.3.2 The District will contribute 75% of the District's basic contribution as defined in Section 13.1 above, toward the cost of the package selected by the unit member, the remaining costs will be paid by the unit member through automatic payroll deductions.

13.4 Part-Time Unit Members Assigned To Work Four or More Hours but Less Than Six Hours

13.4.1 If a part-time unit member assigned to work four or more hours, but less than six hours, elects to participate in District health benefits, the unit member must subscribe to a package of three plans – a medical plan, a dental plan and the vision plan.

13.4.2 The District will contribute 50% of the District's basic contribution, as defined in Section 13.1 above toward the cost of the package selected by the unit member; the remaining costs will be paid by the unit member through automatic payroll deductions.

13.5 Part-Time Unit Members Assigned To Work Less Than Four Hours

Part-time unit members assigned to work less than four hours and their eligible dependents must subscribe to the vision insurance plan and the District will pay the premium costs.

13.6 Married Unit Member

When a unit member is married to another unit member, both unit members will be listed as both subscribers and dependents under the medical, dental and vision insurance programs.

A District employee who is married to another District employee shall receive any cost savings on the medical insurance premium in the form of a combination of plans for the two employees which may include an upgraded plan for one employee at no extra cost and/or cash-back to the other employee for

the down-grade plan. In no event shall the District's total contribution for the married couple exceed the sum of the District's base contribution for both members as stated in Sections 13.1, 13.4, 13.5 and 13.6.

13.7 Unit Member Insurance Premium Payments

To eliminate any double deductions during the months of May and June for unit members, who work less than 12 months a year, all unit members' health insurance premium contributions shall be prorated over a 10-month period and deducted in substantially equal amounts over a 10-month period from September through June.

13.8 Domestic Partners

The District will provide medical, dental and vision benefits for registered domestic partners of bargaining unit members to the same extent and subject to the same terms and conditions as medical, dental and vision benefits are available to spouses of unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, et seq. and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed with the Secretary of State according to the above Family Code sections or with any local governmental agency registering domestic partnerships.

13.9 Internal Revenue Code Section 125 Plan

An Internal Revenue Code Section 125 Plan shall be available to employees for the purpose of tax deferral of allowable medical expenses and all other allowable deferrals under the plan.

13.10 Income Protection Plan

The District will accommodate a bargaining unit member's voluntary payroll deduction for an income protection plan of the unit member's choice. An income protection plan provides partial income replacement in the event that the unit member is disabled and unable to work. Unit member participation will be voluntary and paid for by the employee.

13.11 Newly Hired Bargaining Unit Members

A newly hired bargaining unit member will become eligible for health benefits coverage on the first day of the month following the month in which the unit member first renders paid service to the District. Coverage will commence on the first day of the month following the filing of an application by the unit member with the District provided the application is filed within sixty (60) days after the unit member first renders paid service to the District.

13.12 Unpaid Leave of Absence

Bargaining unit members on Board approved unpaid leave of absence may continue to participate in health insurance at their own expense for a maximum period of twelve (12) months from the first day of the leave of absence. The bargaining unit member will be responsible for paying the required premiums for coverage in accordance with Board policies in effect during the leave.

13.13 Terminating Unit Members

13.13.1 District paid health benefits coverage will terminate on the last day of the month in which the unit member last renders paid service to the District.

13.13.2 In the case of a terminating unit member who last renders paid service to the District in a given month but fails to notify the District of termination before the first day of the following month, and the District continues to pay insurance premium(s) for the unit member, the individual will refund the District the unearned premium(s)

13.14 Termination Due To Expiration of Funded Programs

When, as a result of the possible expiration of a specially-funded program, bargaining unit positions are given layoff notices at the end of any school year and unit members will be subject to layoff for lack of funds, the District will continue to provide these unit members with the medical and dental benefits specified above in this Article through August 31.

13.15 Change of Provider(s)

13.15.1 In the event the District proposes to change insurance provider(s), the proposed provider(s) and specification for coverage will be submitted to an independent insurance consultant chosen by the District and CSEA for evaluation as to comparability of benefits and services to that of the current provider(s). Upon completion of the evaluation, the independent consultant will provide a copy of the report to both the District and CSEA. The District reserves the right to make the final selection of insurance provider(s). The objective of this process will be to maintain substantially equivalent benefits at the lowest cost to the District.

13.15.2 Because insurance providers may change offered plans, and medical, dental, and vision plans are contingent on the availability of the plans, the District shall not be required to provide specific insurance coverage and shall only be required to make the premium contributions required by this Article. If a provider stops offering a plan or a specific provision, the District and CSEA shall meet as soon as possible after receiving notice of the plan's termination to negotiate alternative plans.

13.16 Health Insurance For Retired Unit Members Employed as of the 2009-10 School Year and Who Retire Before June 20, 2012

13.16.1 Eligibility

Upon retirement, a bargaining unit member who was employed during the 2009-10 school year and who retires before June 30, 2012 may participate in District health benefit plans under this section, and subject to insurance providers rules, if: (1) the unit member was employed by the District for a period of at least thirteen (13) full years at four or more hours per day prior to retirement; and (2) the unit member was enrolled in the District health benefit plans for a full year immediately prior to retirement.

13.16.2 A retired bargaining unit member age 59 through 61 and the retiree's eligible dependents may participate in the medical insurance plan provided by the District's insurance carrier for retirees, and the District will contribute the lesser of:

- (a) An amount equal to 50% of the premium costs of the retiree medical base insurance plan described in Section 13.1 above and Appendix C (or as prorated according to Sections 13.4 or 13.5); or
- (b) An amount equal to 50% of the District's basic contribution as described in Section 13.1 above (as prorated according to Section 13.4 or 13.5)

If a rate lower than these is available due to Medicare eligibility, the District will pay up to only 50% of that lower rate.

13.16.3 A retired bargaining unit member age 62 through 64 and the retiree's eligible dependents may participate in the retiree base medical plan, and the District will contribute the lesser of:

- (a) An amount equal to 100% of the premium costs of the retiree medical base insurance plan described in Section 13.1 above and Appendix C (as prorated according to Sections 13.4 or 13.5): or
- (b) An amount equal to 100% of the District's basic contribution as described in Section 13.1 above (as prorated according to Sections 13.4 or 13.5)

If a rate lower than these is available due to Medicare eligibility, the District will pay up to the amount of that lower rate.

13.16.4 A retired bargaining unit member and retiree's eligible dependents may participate in the District's dental and vision insurance plans at the retiree's own expense if the retired unit member and the retiree's dependents were enrolled in the District's dental and vision insurance programs for a full year immediately prior to the unit member's retirement.

- 13.16.5 At age 65, a retired unit member and the unit member's eligible dependents may continue to participate at the retiree's own expense in the district medical, dental and vision plans in which the unit member and eligible dependents were enrolled before the retiree reached age 65.
- 13.16.6 All retirees must enroll in and participate in Medicare, if eligible.
- 13.17 Health Insurance For Unit Members Not Covered Under 13.16 Above
- 13.17.1 At retirement, unit members who are not covered by 13.16 above will qualify for health insurance benefits described below (1) if they have provided at least 15 full years of service to District; (2) are employed by the district at the time of retiring and (3) were enrolled in District medical, dental and vision insurance plans for a full year immediately prior to retiring.
- 13.17.2 For eligible retirees at age 62, 63 and 64 years of age, the District will contribute a maximum of 100% of the district's basic contribution, or its prorated equivalent per Sections 13.4 and 13.5 towards the medical base insurance plan for retired employees for each retiree who enrolls in a medical insurance plan offered by the District. Retirees must pay the difference between the District's contribution and the premium costs of the medical insurance coverage they elect for themselves and their dependents. Retirees and their eligible dependents will be eligible to purchase the District dental and/or vision plans, provided they pay the full cost.
- 13.17.3 All retirees must enroll in and participate in Medicare, if eligible.
- 13.17.4 A retired bargaining unit member not eligible under Section 13.17.2 above, and the retiree's eligible dependents, may participate in the District's dental and vision insurance plans at the retiree's own expense if the retired unit member and the retiree's dependents were enrolled in the District's dental and vision insurance programs for a full year immediately prior to the unit member's retirement.
- 13.17.5 At 65 years of age, retirees and their eligible dependents will be eligible to purchase District medical, dental and/or vision plans that are offered to current unit members, provided they pay the full cost.

13.18 Retiree Benefits Generally

13.18.1 In no event will the District provide the amounts of District contributions described in Articles 13.16 and 13.17 as cash to any retiree. Retirees who elect not to participate in District Health benefits are not entitled to the District contribution.

13.18.2. Unit members with a first date of paid service as a probationary employee on or after July 1, 2010 shall not be eligible for a District contribution toward health benefits upon retirement.

ARTICLE 14: HOLIDAYS

14.1 Holidays

Bargaining unit members are entitled to the following paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day in lieu of Admission Day

New Year's Day

Martin Luther King Day

Lincoln's Day

President's Day

Memorial Day

14.1.1 And, under Education Code Section 45203, every day appointed by the President, or the Governor of this state, as provided for in Education Code Section 37220(b) and (c) for a public fast, thanksgiving, or holiday.

14.1.2 And any other holidays as may be declared by the Governing Board.

14.2 Regular unit members who are not normally assigned to duty during the school recess period that includes the holidays of December 24, 25, 31 and January 1 shall be paid for those four holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

14.3 Usually, unless the Board-adopted calendar regarding Lincoln's Day and Presidents' Day conflicts, whenever any of the holidays listed above fall on a Sunday, the succeeding work day that is not a holiday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Saturday, the preceding work day that is not a holiday shall be observed as a holiday. Bargaining unit members hired for work exclusively on weekends are excluded from these holiday benefits.

14.4 A holiday falling within a vacation period shall not constitute a vacation day.

14.5 A holiday occurring while a bargaining unit member is on a leave of absence for sickness or injury shall not count against the unit member's sick leave credits.

- 14.6 Days designated as certificated staff development days during the instructional year on the District's adopted school calendar will be paid regularly scheduled work days for all bargaining unit members if required by Education Code Section 45203.
- 14.7 The school year calendar, in its draft form, shall be sent to the Chapter President, before it is presented to the Board, for proposed changes by CSEA. The District shall make the final decision regarding the work calendar.
- 14.8 In any "leap year" all 12 month bargaining unit members shall take one (1) unpaid floating holiday scheduled with their supervisor's approval before June 30.

ARTICLE 15: VACATION BENEFITS

15.1 Vacation Credit

Bargaining unit members will be granted paid vacation credit at the following rates:

15.1.1 Until the bargaining unit member completes three (3) fiscal years of employment, counting only those fiscal years in which the unit member is in paid status for at least 75% of the total number of workdays for the unit member's position during the fiscal year, the unit member will be granted .03846 hours of vacation credit for each hour the unit member is in paid status, rounded off to the closest full hours.

15.1.2 In years four (4) , beginning on the day after the unit member's anniversary date, through fifteen (15), the bargaining unit member will be granted .05769 hours of vacation credit for each hour the unit member is in paid Status, rounded off to the closest full hours.

15.1.3 In the beginning of year sixteen (16), beginning on the day after the unit member's anniversary date, and subsequent years, the bargaining unit member will be granted .07692 hours of vacation credit for each hour the unit member is in paid status, rounded off to the closest full hour.

15.1.4 Vacation credit will be used in full hour increments. Fractional hours used will be rounded up to the next full hour.

15.2 12-Month Bargaining Unit Members

15.2.1 After completing their initial six (6) months of employment, bargaining unit member who work in 12-month positions may take vacation at any time during the years, as approved by their respective supervisors.

15.2.2 12-month bargaining unit members may be allowed to take a vacation during the school year even though not earned at the time the vacation is taken.

15.2.3 If a 12-month bargaining unit member does not take the unit member's full annual vacation increment during the fiscal year in which it is earned, the amount not taken will accumulate for use in the next year or years. However, no more than two (2) full annual vacation increments may be carried forward from one year to the next year. Any additional unused vacation credit will be assigned by the supervisor as time off from work with pay.

15.2.4 For purposes of this Article, a "full annual vacation increment" means the amount of vacation credit that the bargaining unit member could earn in his/her current position during the current school year.

15.3 Less Than 12-Month Bargaining Unit Members

15.3.1 Bargaining unit members who work in less than 12-month positions will receive a lump sum vacation payment at the end of each fiscal year for all vacation earned during the year, unless their respective supervisors allow use of vacation credit during the year.

15.3.2 The lump sum vacation payment will be reduced by the amount of vacation allowed to be used during the year.

15.4 New Bargaining Unit Members

15.4.1 Earned vacation will not become a vested right and will not be taken or paid until completion of the initial six (6) months of employment.

15.4.2 A bargaining unit member who voluntarily resigns or is terminated within the first six (6) months of employment will not be granted a vacation or vacation pay.

15.5 Vacation During School

Bargaining unit members may be allowed to take a vacation during the school year though it has not been earned at the time the vacation is taken. However, the unit member must have been in a paid status with the District for at least six (6) months prior to taking any vacation.

15.6 Termination

15.6.1 If a bargaining unit member is terminated or terminates and had been allowed to take vacation that was not yet earned at the time of termination, the District will deduct from the unit member's last paycheck the full amount of salary that was paid for unearned days of vacation taken. If the unearned vacation pay is greater than the amount of the last paycheck, the unit member will refund to the District the amount needed to adjust for the unearned vacation pay.

15.6.2 Upon separation from service, a bargaining unit member will be entitled to lump sum compensation for all earned and unused vacation, except that a unit member who has not completed six (6) months of employment in probationary paid status will not be entitled to vacation compensation.

ARTICLE 16: SAFETY

CSEA and the District consider safety a major priority in the performance of daily tasks. It is the parties' mutual goal to comply with all statutory safety requirements and to enhance the quality of safety throughout the District.

- 16.1 The District shall notify the CSEA Chapter President of each scheduled District Safety meeting, including with date, time and agenda. CSEA shall have the right to appoint three (3) bargaining unit members from different school sites to serve on the District Safety Committee. These unit members shall be provided reasonable release time to attend District Safety Committee meetings.
- 16.2 Bargaining unit members shall report on the appropriate form, to their immediate supervisor, any unsafe or potentially hazardous working condition or equipment. In the event of an emergency, a unit member shall provide verbal notice and follow up with written notice.
- 16.3 The District shall provide all tools, equipment, and supplies required to ensure the safety of the bargaining unit members or others as determined by the District.

ARTICLE 17: DISCIPLINARY PROCEDURES

17.1 Definition Of Probationary Period And Permanent Status

17.1.1 The probationary period of all bargaining unit members shall be 12 calendar months and shall include days of absence for illness or injury to which the unit member is entitled without loss of pay pursuant to the requirements and authority of Education Code Section 45191. The 12 month probationary period shall not include months that are not part of the unit member's regular work year.

17.1.2 During the probationary period, any bargaining unit member shall be subject to disciplinary action, including termination. The employee shall not have a right to a hearing regarding any disciplinary action taken during the probationary period.

17.1.3 Upon satisfactory completion of the probationary period a bargaining unit member is designated as a permanent employee who shall be subject to disciplinary action for cause as prescribed in this Article.

17.2 Definition Of Disciplinary Action

Disciplinary action shall be defined as dismissal, suspension, demotion, or reassignment without a unit member's voluntary consent, except a layoff for lack of work or lack of funds, and shall not include oral or written warnings, letters of reprimand, or counseling memos.

17.3 Cause For Discipline

17.3.1 A permanent bargaining unit member shall be subject to disciplinary action for cause. Cause for discipline shall include but is not limited to the following:

17.3.1.1 Incompetency.

17.3.1.2 Inefficiency.

17.3.1.3 Absence without authorization or sufficient reason.

17.3.1.4 Chronic absenteeism or tardiness.

17.3.1.5 Abuse or misuse of sick leave or any other leave privileges.

17.3.1.6 Being under the influence of alcohol or controlled substances without authorization while on duty or using or possessing alcohol or controlled substances without authorization while on duty. "Controlled substance" means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance defined in state or federal law.

17.3.1.7 Insubordination.

17.3.1.8 Dishonesty.

- 17.3.1.9 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, gender, sexual orientation, or agent, against students, members of the public, or other employees while acting in the capacity of a District employee.
- 17.3.1.10 Unlawful retaliation against any District officer, employee, student, 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 actual or suspected violation of any state or federal law occurring on the job or directly related to job responsibilities.
- 17.3.1.11 Conviction of a felony, conviction or any sex offense made relevant by law, or conviction of a misdemeanor that adversely impacts the unit member's ability to perform the duties and responsibilities of the unit member's position. A plea or verdict of guilty or a conviction following a nolo contendere plea constitutes a conviction for this Article's purposes.
- 17.3.1.12 Immoral conduct.
- 17.3.1.13 Violation of or refusal to obey the laws of the state, or the District's rules, regulations, policies, or procedures.
- 17.3.1.14 Discourteous treatment of members of the public, students, or other employees while on duty.
- 17.3.1.15 Any conduct harmful to the welfare of the schools or the students.
- 17.3.1.16 Failure to adequately perform the requirements of the position held.
- 17.3.1.17 Failure to work harmoniously with others, to the District's detriment.
- 17.3.1.18 For employees who drive a vehicle in the regular course of their employment.
- loss of the employee's driver's license; or
 - any restriction or limitations on the employee's driver's license or ability to drive ordered by the Department of Motor Vehicles or any other lawful authority; or
 - failure to maintain a good personal or business driving record; or
 - failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- 17.3.1.19 Neglect of duty.
- 17.3.1.20 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 17.3.1.21 Falsifying any information submitted to the District.
- 17.3.1.22 Willful damage to District property, waste of District supplies or equipment, or excessive carelessness with District property or funds; including but not limited to use of District technology in ways that are unsafe, threatening, obscene, disruptive, sexually explicit, or that could be construed as harassment or discriminatory, or for non-related work purposes.
- 17.3.1.23 Theft of District funds or property.

- 17.3.1.24 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law or the employee’s class specification or otherwise necessary for the employee to perform the duties of the positions.
 - 17.3.1.25 Offering of anything of value, or offering any service, in exchange for special treatment in connection with unit member’s job or employment, or the acceptance of anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
 - 17.3.1.26 Engaging in unlawful political activity during assigned hours of work.
 - 17.3.1.27 Conduct in violation of Government Code Section 1028, which provides:
 “It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she knows advocates overthrow of the Government of the United States or any state by force or violence.”
- 17.3.2 No disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent, nor for any cause that arose more than two (2) years preceding the date the notice of intent was filed unless the cause was concealed or not disclosed by the unit member when it could be reasonable assumed that the unit member should have disclosed the facts to the District.

17.4 Progressive Discipline

17.4.1 Progressive Discipline

The following progressive discipline procedures shall usually be applied in disciplinary actions for conduct that is generally subject to remediation.

- 17.4.1.1 Verbal Counseling/Warning. Verbal counseling/warning may result in a post conference summary memorandum that describes when the meeting occurred, who was present, and what was discussed. A copy shall be placed in the unit member’s personnel file.
- 17.4.1.2 Written Reprimand. A copy shall be placed in the unit member’s personnel file. The unit member has the right to write a response and that response shall be attached to the reprimand and retained in the personnel file.
- 17.4.1.3 Suspension For Repeated Offenses. Suspension usually shall not be used unless the unit member has received a written reprimand about similar actions.
- 17.4.1.4 Demotion Or Dismissal. Demotion or dismissal will be used when an employee’s conduct does not meet District standards after the progressive discipline

procedures have been utilized. But the District may demote or dismiss a unit member without first suspending the employee for similar conduct.

17.4.2 Discipline Without Progression

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

17.5 Procedure For Discipline

17.5.1 Preliminary Written Notice

- 17.5.1.1 A permanent classified employee shall receive a preliminary written notice of the proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective.
- 17.5.1.2 Any known written materials, reports, or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.
- 17.5.1.3 (“Skelly Hearing”) The unit member shall have the right to respond either orally or in writing, or both within ten (10) calendar days to the Superintendent or designee. The purpose of the meeting shall be to permit the unit member to respond to the charges against the unit member, to offer information regarding the proposed discipline, and to examine the materials, if any, on which the proposed disciplinary action is based.
- 17.5.1.4 The Superintendent or designee shall consider the unit member’s response and within 15 calendar days recommend that the proposed disciplinary action either be taken or not taken.

17.5.2 Notice Of Intent To Discipline

Any permanent unit member against whom disciplinary action is initiated by the District shall be given written notice by the Superintendent or designee of the specific charges against the unit member. CSEA shall receive a copy of any Notice Of Intent To Discipline a bargaining unit member.

17.5.3 Employee’s Status

17.5.3.1 Administrative Leave. Any permanent unit member may be placed on administrative leave from duty with pay pending a determination of whether or not the Superintendent will recommend discipline, or for any period from the date of the Notice of Intent to Dismiss until the effective date of the unit member's dismissal.

17.5.4 Sex Or Controlled Substance Offenses: Compulsory Leave

17.5.4.1 Any unit member charged with the commission of any sex offense as defined in but not limited to Education Code Section 44010, or with the commission or any controlled substance offense as defined in but not limited to Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of the charges.

17.5.4.2 A unit member placed on compulsory leave shall continue to be paid his/her regular salary during the leave if the employee furnishes to the District a suitable bond to guarantee that the unit member will repay the salary paid during the compulsory leave in case the unit member is convicted of the charges, or fails to return to service following expiration of the compulsory leave. If the unit member does not furnish a bond and if the unit member is acquitted of the offense, or the charges dropped, the District shall pay to the unit member the full amount of salary that was withheld during the compulsory leave when the unit member returns to service.

17.5.5 Appeal Of Disciplinary Action To Binding Arbitration

17.5.5.1 Time to Appeal. Within ten (10) days of the date of the written Notice Of Intent To Discipline, CSEA and/or the employee may appeal the disciplinary action to binding arbitration by submitting a written notice of appeal to the Superintendent. In the absence of a timely written appeal notice filed by CSEA and/or the employee, the proposed disciplinary action shall be effective on the date identified in the Notice Of Intent. CSEA may determine that it will not represent an employee in such appeal disciplinary action. If CSEA determines that it will not represent an employee, the employee is entitled to pursue an appeal.

17.5.5.2 Arbitrator Selection. CSEA and/or the employee and the District shall mutually select an arbitrator. If the parties cannot mutually agree on an arbitrator, the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators requested from the State Mediation and Conciliation Service. Either party may reject a list once and request another list from SMCS. The determination of which party strikes first shall be made by lot.

- 17.5.5.3 Costs. The fees and expenses of the arbitrator and court reporter shall be borne equally by the District and CSEA. If CSEA determines that it will not proceed to binding arbitration on behalf of an employee, the employee shall be responsible for all costs associated with the appeal hearing. If any party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties request one transcript, the total costs of the transcript shall be divided equally between the District and CSEA.
- 17.5.5.4 Scheduling The Hearing. After the arbitrator has been selected, the arbitrator shall set the matter for hearing. Hearing(s) shall be held on workdays, unless mutually agreed otherwise.
- 17.5.5.5 Arbitration Rules. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Agreement.
- 17.5.5.6 Evidence. The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make the admission of the evidence improper over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- 17.5.5.7 Exclusion Of Witnesses. The Arbitrator may in his/her discretion exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member, and their respective counsel. When hearing testimony that may bring disrepute to persons other than the accused unit member, all persons not having a direct interest in the hearing may be excluded.
- 17.5.5.8 Burden Of Proof. The District bears the burden or proof of substantiating the charges.
- 17.5.5.9 Arbitrator's Authority. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District, and the arbitrator shall determine whether

sufficient cause exists for disciplinary action in accordance with accepted arbitral standards of contract interpretation and “just cause.”

- 17.5.5.10 Continuances. The Arbitrator may grant a continuance of any hearing upon such terms and conditions as the Arbitrator may deem proper. The unit member shall remain on unpaid suspension for the period of any continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.
- 17.5.5.11 Final And Binding Decision. The arbitrator’s decision will be in writing and will set forth the arbitrator’s findings of fact, reasoning and conclusions. A copy of the award will be submitted to the District, CSEA, and the unit member. The arbitrator’s decision will be final and binding on the parties. As required by California Education Code Section 45113(c), however, the Governing Board shall retain authority to review the arbitrator’s decision under the standards set forth in Civil Procedure Code Section 1286.2.

ARTICLE 18: LAYOFF

This Article constitutes the procedure to be used for layoffs, as well as the negotiated effects of layoffs.

18.1 Reasons For Layoff And Layoff Defined

- 18.1.1 A layoff may occur only for lack of work or lack of funds and shall be accomplished according to Education Code requirements.
- 18.1.2 Bargaining unit members may be laid off for lack of work or lack of funds as determined by the District.
- 18.1.3 Layoff is a separation from employment with the District.
- 18.1.4 “Layoff for lack of work or layoff for lack of funds” includes any reduction in hours of employment or assignment to a classification lower than that in which the unit member has permanence, voluntarily consented to by the bargaining unit member, in order to avoid interruption of employment by layoff.

18.2 Notice Of Layoff

- 18.2.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights.
 - 18.2.1.1 However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than sixty (60) days prior to the effective date of their layoff.
- 18.2.2 In all other cases, when classified unit members are subject to layoff for lack of work or lack of funds, affected unit members shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- 18.2.3 This section does not preclude the Governing Board from implementing either of the following actions without providing the notice required above: (1) a layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified unit members; (2) a layoff for a lack of work resulting from causes not foreseeable or preventable by the Governing Board.

18.3 Length Of Service/Seniority

Length of Service means date of hire into a probationary or permanent position in the classified service of the District.

Seniority is defined as hire date within classification. All seniority earned by unit member in higher or equal paid classifications in the same job family shall be added to seniority earned in lower classification(s) held. In order to earn seniority, the unit member must have actually serviced in the classification.

18.4 Seniority List

The District shall provide CSEA with an updated seniority list for all classifications on or about July 1. The seniority list will be printed in a manner acceptable to the District's and CSEA's needs at the time.

18.5 Order Of Layoff And Reemployment

18.5.1 Whenever a unit member is laid off, the order of layoff within the classification shall be determined by "length of service". The unit member, who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. For purposes of this section, "classification" shall mean a position in the classified service with a designated title. If there are employees with same hire date in their classification, total length of service to the District shall then be applied. If there is still a tie, layoff will be determined by lot.

18.5.2 Reemployment shall be in the reverse order of layoff.

18.6 Reduction In Hours

The following constitutes the procedure to be used for reduction in hours, as well as the negotiated effects of reduction in hours. All offers of a reduction in hours in lieu of layoff must comply with the Education Code Section 45117 or 45298, as applicable.

18.6.1 Unit members may be reduced in hours for lack of work or lack of funds as determined by the District through the layoff process described in this Article.

18.6.2 Reduction in hours is any decrease in a unit member's work schedule, including, but not limited to, reduction in workday, workweek, or work year.

18.6.3 Nothing in this Agreement shall preclude a layoff/reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, or reduce hours

for lack of work resulting from causes not foreseeable or preventable by the District, without the notice required by the subsections included above.

18.7 Displacement/Bumping Rights

18.7.1 Bumping

A unit member shall be entitled to bump or displace other unit members according to the provisions of Education Code Sections 45308 and 45117.

18.7.1.1 In lieu of layoff, a unit member is eligible to bump into a position in a classification that he/she previously served. The bumping unit member is eligible to displace the unit member in such a classification who has the shortest length of service with the District, provided that the bumping unit member has a longer length of service with the District than the displaced unit member.

The bumping unit member shall only be entitled to the same amount of work hours that he/she held in his/her most recent position. After the bumping process is complete, any unfilled hours will be filled pursuant to CBA Section 8.6. Work days shall be assigned pursuant to the work calendar for that assignment.

18.7.2 Reemployment Rights

A unit member who elects a layoff instead of bumping another unit member maintains the unit member's reemployment rights under this Agreement.

18.7.3 Voluntary Demotion

Any unit member electing a voluntary demotion in lieu of layoff shall be placed on the new lower salary range which results in a rate of pay that is closest to, but not exceeding, the former rate of pay. However, no employee shall be placed beyond Step 3 5-10 years, unless such employee has served the required years to be placed on a higher step.

18.8 Reemployment Rights

18.8.1 Eligibility: Reemployment And Promotional Exams

Persons laid off because of lack of work or lack of funds are eligible for reemployment in accordance with Education Code requirements. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, persons laid off have the right to

participate in promotional examinations within the District during the period of thirty-nine (39) months.

18.8.1.1 A unit member laid off because of lack of work or lack of funds is eligible for reemployment to any vacant position in the class from which he/she was laid off, and in the class(es) equal to or lower than the class from which he/she was laid off where he/she previously held permanent status.

The reemployed unit member shall only be entitled to the same amount of work hours that he/she had in his/her most recent position. After the reemployment process is complete, any unfilled hours will be filled pursuant to CBA Section 8.6. Work days shall be assigned pursuant to the work calendar for that assignment.

18.8.2 Voluntary Demotions And Reductions

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff from their present positions, rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class still apply.

18.8.3 Voluntary Demotions

Unit members who take a voluntary demotion or voluntary reductions in assigned time in lieu of layoff because of lack of work or lack of funds are eligible to return to any vacant position in his/her most recent former class where he/she previously held permanent status, and in the class(es) equal to or lower than his/her most recent former class where he/she previously held permanent status.

The unit member shall only be entitled to return to the same amount of work hours that he/she had in his/her former position. After the return process is complete any unfilled hours will be filled pursuant to CBA Section 8.6. Work days shall be assigned pursuant to the work calendar for that assignment.

18.8.4 CSEA Notification

The District shall notify CSEA in writing of all reemployment offers, including dates the offers were made and the unit member's acceptance or rejection.

18.8.5 Notification Of Acceptance/Refusal

Upon receipt of a reemployment offer, a unit member shall notify the District of the unit member's intent to accept or refuse reemployment within three (3) workdays. A unit member who has rejected three (3) reemployment offers shall be given the option to be removed from the reemployment list. The District will send the individual a letter asking the individual if they wish to remain on the rehire list or if they wish to be removed. If the individual signs and returns the letter to the District, the District may remove the individual's name from the list.

18.9 Retirement

A unit member may elect retirement in lieu of layoff. Retirement and reemployment from such retirement shall be accomplished according to the Education Code.

18.10 Reinstatement After Resignation

Any permanent classified employee of the District who voluntarily resigns from his/her permanent classified position may be reinstated or reemployed by the District within thirty-nine (39) months after his/her last day of paid service without further competitive examination to a position in his/her former classification as a permanent or limited-term employee, or in a lower class in which the employee formerly had permanent status. If the District elects to reinstate or reemploy a person as a permanent employee under the provision of this section, it shall disregard the break in service of the employee and classify him/her as, and restore to him/her all of the rights, benefits, and burdens of a permanent employee, in the class to which he/she is reinstated or reemployed.

18.11 Layoff Not Grievable

Article 18 shall not be subject to the provisions of Article 3 (Grievance Procedure).

ARTICLE 19: PROFESSIONAL GROWTH PROGRAM

19.1 Objective

The District recognizes that training/retraining is needed to keep staff up to date in their respective areas of responsibility. The Professional Growth Program is designed to reward bargaining unit members for their efforts to improve job performance and their value to the District. The activities included in the Professional Growth Program will be selected to improve the unit member's skills and abilities resulting in benefit to the operation of the District.

19.2 Eligibility

Bargaining unit members are eligible to begin to participate in the Professional Growth Program upon the completion of one (1) year or continuous and regular employment. Part-time unit members who work three (3) hours or more shall be eligible on a pro-rata basis.

19.3 Qualification Of Award

19.3.1 Professional Growth awards are based upon nine (9) semester units of work taken in accordance with provisions of this Article.

19.3.2 Upon approval, professional growth units may be earned for activities outside the bargaining unit member's classification series only under the following circumstances:

19.3.2.1 If the District anticipates a need in a particular area, it shall invite all bargaining unit members to apply for certification of eligibility to earn units in that area, regardless of current classification. The number of unit members certified shall depend on the District's determination of need. Certification of applicants shall be by committee comprised of one (1) District representative from the Human Resources Department, one (1) District representative from management and one (1) unit representative to be selected by the District from a list of three (3) names submitted by CSEA. This shall not be a standing committee; rather it shall be formed each time a certification is to occur.

19.3.2.2 Activities, which would improve bargaining unit member's skills and abilities in supervisory positions, which relate to positions in the unit.

19.3.2.3 Activities out of the bargaining unit member's job classification series not covered under 19.3.2.1 or 19.3.2.2 above may be considered for units by the District on a case-by-case basis; however, any decisions in this regard shall not be grievable.

19.3.3. The following activities may qualify for professional growth units:

- Community college, college, or university courses;
- Adult education courses;
- Trade school business colleges; and
- District-sponsored or other approved workshops.

19.3.4 Credit for adult education, trade/business courses, and District workshops shall be equated as follows:

19.3.4.1 One (1) semester unit of credit will be awarded for each fifteen (15) hours of work. Credit for hours greater or less than fifteen (15) hours of work shall be awarded on a pro-rata basis – for example, twelve (12) hours of work would be awarded point 8 (.8) semester units of credit, and eighteen (18) hours of work would be awarded one point two (1.2) units of credit. Quarter units equal 2/3 of a semester unit.

19.3.4.2 Adult Education Hours: the value of one (1) hour of class/course time shall be equal to point zero six (0.6) semester units.

19.3.5 All course work taken must have a grade of “C” or better in order to be granted professional growth credit. Should the course be rated on pass/fail basis, a “pass” must be received for the course.

19.3.6 In cases where institutions grant one (1) unit of credit for courses requiring less than fifteen (15) hours of course work, the District reserves the right to grant partial credit based upon the fifteen (15) hours per semester unit standard.

19.4 Procedure

Bargaining unit members wishing to obtain Professional Growth credit must use the following procedure:

19.4.1 Complete Professional Growth Application form at least ten (10) workdays prior to the commencement of the course. Extensions shall be based on class scheduling problems. The forms shall be filled out and signed by the applicant and submitted to the Human Resources Department. The application will be approved/disapproved within five (5) workdays. Upon disapproval, bargaining unit member shall receive written basis for rejection of the application.

19.4.2 Professional growth credit will not be granted until official course documents are received in the Human Resources Department. It is the bargaining unit member’s responsibility to see that transcripts are filed in the Human Resources Department within the required time limits.

19.4.3 Upon initiating a Professional Growth Program, a bargaining unit member must complete each nine (9) unit award within a three (3) year period.

19.4.4 Credit will not be given for courses taken while bargaining unit member is on release time, or for courses for which the District pays unit member expenses. This does not exclude (10) ten month unit member who take courses during the summer.

19.5 Professional Growth Awards

19.5.1 Professional growth compensation awards of three hundred dollars (\$300) will be granted after completion of nine (9) units of approved course work.

19.5.2 Professional growth awards shall be credited annually at the end of the fiscal year and paid the following November. Courses must be completed by June 30 and transcripts received by October 10 in order to receive compensation awards. Bargaining unit members must notify Human Resources Department in writing at the time of registration for the ninth (9th) unit, which would complete requirements for a Professional growth award.

19.5.3 A bargaining unit member will be allowed two (2) professional growth awards within a three (3) year period.

19.5.4 Bargaining unit members must be on paid status at the time that award is paid.

ARTICLE 20: EFFECT OF AGREEMENT

20.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this Agreement. The parties agree that during the negotiations that culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. No further negotiations shall take place on any item within the scope of bargaining during the terms of this Agreement except as specifically authorized in this Agreement.

20.2 Savings

Should any section, paragraph, or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining sections, paragraphs, and provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision of the contract. If both parties mutually agree, the parties shall meet no later than 10 days after the discussion meeting to renegotiate the section, paragraph, or provision affected.

20.3 Statutory Changes

In the event of statutory changes that affect any terms or conditions of this agreement, the parties agree, upon the request of either party, to meet and negotiate concerning the subject(s) of the statutory changes.

ARTICLE 21: NO STRIKE, NO LOCKOUT

21.1 Concerted Activities

The District and CSEA agree that differences between the parties to this Agreement shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, CSEA, its officers, agents, and unit members, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties and/or any unlawful interference with the District's operation and will undertake to exert its best efforts to discourage any such acts by any unit member.

21.2 Lockout

During the terms of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of unit members or other persons covered by this Agreement.

ARTICLE 22: TERM OF AGREEMENT

22.1 Term

Except as stated in specific sections of this Agreement, this Agreement shall become effective on the date approved by the Governing Board and shall remain in effect up to and including June 30, 2016.

22.2 Reopeners

22.2.1 Designated Reopeners

Each party may choose two (2) articles to reopen.

For the 2014-15 and 2015-16 years, CSEA and the District shall have reopeners on Articles 12: Wages and 13: Health Benefits. The parties may also mutually agree to open any section or article at any time.

APPROVALS:

HOLLISTER SCHOOL DISTRICT
2014-15 Classified Hourly Salary Schedule

RANGE	Yr 1	Yr 2	Yr 3	Yr 4	Yrs 5-10	Yrs 11-15	Yrs 16-20	Yrs 21-25	Yrs 26-30	Yrs 31-35	Yrs 36-40	Yrs 41+
	STEP A	STEP B	STEP C	STEP D	LONGEVITY E	LONGEVITY E + 2.5%	LONGEVITY E + 5.5%	LONGEVITY E + 9%	LONGEVITY E + 13%	LONGEVITY E + 17.5%	LONGEVITY E + 22.5%	LONGEVITY E + 28%
01	10.64	11.37	12.18	13.03	13.95	14.30	14.72	15.20	15.76	16.39	17.09	17.85
02	10.86	11.60	12.42	13.30	14.23	14.58	15.01	15.51	16.08	16.72	17.43	18.21
03	11.06	11.84	12.67	13.57	14.51	14.87	15.30	15.81	16.39	17.04	17.77	18.57
04	11.29	12.08	12.93	13.83	14.80	15.17	15.62	16.14	16.73	17.39	18.13	18.95
05	11.52	12.32	13.19	14.09	15.09	15.47	15.92	16.45	17.05	17.73	18.49	19.32
06	11.75	12.57	13.44	14.38	15.39	15.78	16.24	16.78	17.39	18.08	18.85	19.70
07	11.98	12.83	13.73	14.67	15.70	16.09	16.56	17.11	17.74	18.45	19.23	20.10
08	12.21	13.08	13.99	14.96	16.01	16.41	16.89	17.45	18.09	18.81	19.61	20.49
09	12.46	13.33	14.27	15.28	16.35	16.76	17.25	17.82	18.47	19.21	20.03	20.93
10	12.70	13.59	14.55	15.58	16.67	17.09	17.59	18.17	18.84	19.59	20.42	21.34
** 11	12.96	13.87	14.85	15.87	16.98	17.40	17.91	18.51	19.18	19.95	20.80	21.73
12	13.22	14.14	15.13	16.21	17.34	17.77	18.29	18.90	19.59	20.37	21.24	22.19
13	13.50	14.44	15.43	16.52	17.68	18.12	18.65	19.27	19.98	20.77	21.66	22.63
14	13.76	14.71	15.75	16.85	18.04	18.49	19.03	19.66	20.38	21.20	22.10	23.09
15	14.04	15.01	16.06	17.19	18.40	18.86	19.41	20.06	20.79	21.62	22.54	23.55
16	14.32	15.31	16.39	17.53	18.77	19.24	19.80	20.46	21.21	22.06	22.99	24.03
17	14.60	15.62	16.71	17.89	19.13	19.61	20.18	20.85	21.62	22.48	23.44	24.49
18	14.89	15.94	17.06	18.23	19.52	20.01	20.60	21.28	22.06	22.94	23.91	24.99
19	15.19	16.25	17.39	18.61	19.91	20.41	21.01	21.71	22.50	23.40	24.39	25.49
20	15.49	16.58	17.74	18.99	20.31	20.81	21.42	22.13	22.94	23.86	24.87	25.99
21	15.80	16.91	18.10	19.36	20.72	21.24	21.86	22.58	23.41	24.34	25.38	26.52
22	16.12	17.25	18.45	19.75	21.13	21.66	22.29	23.03	23.88	24.83	25.88	27.05
23	16.44	17.60	18.82	20.14	21.55	22.09	22.74	23.49	24.35	25.32	26.40	27.59
24	16.78	17.95	19.21	20.54	21.97	22.52	23.18	23.95	24.83	25.82	26.92	28.13
25	17.10	18.30	19.58	20.96	22.42	22.98	23.65	24.43	25.33	26.34	27.46	28.69
26	17.45	18.66	19.98	21.38	22.86	23.43	24.12	24.92	25.83	26.86	28.00	29.26
27	17.79	19.05	20.37	21.80	23.33	23.92	24.62	25.43	26.37	27.42	28.58	29.87
28	18.15	19.43	20.79	22.23	23.79	24.38	25.10	25.93	26.88	27.95	29.14	30.45
29	18.50	19.78	21.19	22.66	24.25	24.86	25.58	26.43	27.40	28.49	29.71	31.04
30	18.86	20.15	21.59	23.10	24.72	25.34	26.08	26.95	27.94	29.05	30.29	31.65
31	19.22	20.52	22.01	23.53	25.19	25.82	26.57	27.46	28.46	29.60	30.86	32.24
32	19.57	20.88	22.42	23.96	25.65	26.29	27.06	27.96	28.99	30.14	31.42	32.83
33	19.93	21.25	22.83	24.40	26.12	26.77	27.55	28.47	29.51	30.69	31.99	33.43
34	20.28	21.61	23.24	24.83	26.58	27.24	28.04	28.97	30.03	31.23	32.56	34.02
35	20.65	21.98	23.65	25.26	27.04	27.72	28.53	29.48	30.56	31.78	33.13	34.61
36	21.01	22.36	24.07	25.69	27.51	28.19	29.02	29.98	31.08	32.32	33.70	35.21

Shift Differential (Part-time Custodians)

02/I	13.11	14.02	15.00	16.02	17.13	17.55	18.06	18.66	19.33	20.10	20.95	21.88
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**** Shift Differential (Full-time Custodians)**

HOLLISTER SCHOOL DISTRICT
2015-16 Classified Hourly Salary Schedule

RANGE	Yr 1	Yr 2	Yr 3	Yr 4	Yrs 5-10	Yrs 11-15	Yrs 16-20	Yrs 21-25	Yrs 26-30	Yrs 31-35	Yrs 36-40	Yrs 41+
	STEP A	STEP B	STEP C	STEP D	LONGEVITY E	LONGEVITY E + 2.5%	LONGEVITY E + 5.5%	LONGEVITY E + 9%	LONGEVITY E + 13%	LONGEVITY E + 17.5%	LONGEVITY E + 22.5%	LONGEVITY E + 28%
01	10.75	11.49	12.30	13.16	14.09	14.44	14.86	15.36	15.92	16.55	17.26	18.03
02	10.97	11.72	12.55	13.43	14.37	14.73	15.16	15.66	16.24	16.88	17.60	18.39
03	11.17	11.96	12.80	13.70	14.65	15.02	15.46	15.97	16.55	17.21	17.95	18.75
04	11.40	12.21	13.06	13.96	14.95	15.33	15.77	16.30	16.90	17.57	18.32	19.14
05	11.63	12.44	13.32	14.23	15.24	15.62	16.08	16.62	17.23	17.91	18.67	19.51
06	11.87	12.69	13.58	14.53	15.55	15.93	16.40	16.94	17.57	18.27	19.04	19.90
07	12.10	12.95	13.87	14.82	15.86	16.25	16.73	17.28	17.92	18.63	19.43	20.30
08	12.33	13.21	14.13	15.11	16.17	16.57	17.06	17.62	18.27	19.00	19.81	20.70
09	12.58	13.46	14.41	15.43	16.51	16.93	17.42	18.00	18.66	19.40	20.23	21.14
10	12.83	13.72	14.69	15.73	16.84	17.26	17.76	18.35	19.02	19.78	20.62	21.55
** 11	13.09	14.01	14.99	16.02	17.15	17.58	18.09	18.69	19.38	20.15	21.01	21.95
12	13.35	14.29	15.28	16.37	17.51	17.95	18.47	19.09	19.79	20.58	21.45	22.41
13	13.63	14.59	15.59	16.69	17.86	18.30	18.84	19.46	20.18	20.98	21.87	22.85
14	13.90	14.86	15.91	17.02	18.22	18.67	19.22	19.86	20.59	21.41	22.32	23.32
15	14.18	15.16	16.22	17.37	18.58	19.05	19.61	20.26	21.00	21.84	22.76	23.79
16	14.46	15.46	16.55	17.71	18.96	19.43	20.00	20.66	21.42	22.28	23.22	24.27
17	14.74	15.77	16.88	18.07	19.32	19.81	20.38	21.06	21.83	22.70	23.67	24.73
18	15.04	16.10	17.23	18.42	19.72	20.21	20.80	21.49	22.28	23.17	24.15	25.24
19	15.34	16.41	17.56	18.79	20.11	20.62	21.22	21.92	22.73	23.63	24.64	25.74
20	15.65	16.74	17.92	19.18	20.51	21.02	21.64	22.35	23.17	24.10	25.12	26.25
21	15.96	17.07	18.28	19.55	20.92	21.45	22.08	22.81	23.64	24.59	25.63	26.78
22	16.28	17.42	18.64	19.95	21.34	21.87	22.51	23.26	24.12	25.08	26.14	27.32
23	16.61	17.77	19.01	20.34	21.77	22.31	22.96	23.73	24.60	25.58	26.66	27.86
24	16.95	18.13	19.41	20.75	22.19	22.75	23.41	24.19	25.08	26.08	27.19	28.41
25	17.27	18.48	19.78	21.17	22.64	23.21	23.89	24.68	25.58	26.60	27.74	28.98
26	17.63	18.84	20.18	21.59	23.09	23.67	24.36	25.17	26.09	27.13	28.28	29.55
27	17.97	19.24	20.57	22.02	23.57	24.16	24.86	25.69	26.63	27.69	28.87	30.17
28	18.33	19.62	21.00	22.45	24.03	24.63	25.35	26.19	27.15	28.23	29.43	30.75
29	18.69	19.98	21.40	22.89	24.49	25.11	25.84	26.70	27.68	28.78	30.00	31.35
30	19.05	20.35	21.81	23.33	24.97	25.60	26.35	27.22	28.22	29.34	30.59	31.96
31	19.42	20.73	22.23	23.77	25.44	26.08	26.84	27.73	28.75	29.89	31.16	32.56
32	19.77	21.09	22.64	24.20	25.91	26.56	27.33	28.24	29.28	30.44	31.74	33.16
33	20.13	21.47	23.06	24.64	26.38	27.04	27.83	28.75	29.81	30.99	32.31	33.76
34	20.49	21.83	23.47	25.08	26.84	27.52	28.32	29.26	30.33	31.54	32.89	34.36
35	20.85	22.20	23.89	25.51	27.31	28.00	28.82	29.77	30.86	32.09	33.46	34.96
36	21.22	22.58	24.31	25.95	27.78	28.48	29.31	30.28	31.39	32.64	34.03	35.56

Shift Differential (Part-time Custodians)

02/I	13.24	14.16	15.14	16.17	17.30	17.73	18.24	18.84	19.53	20.30	21.16	22.10
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**** Shift Differential (Full-time Custodians)**

**HOLLISTER SCHOOL DISTRICT
CLASSIFIED POSITIONS & RANGES**

JOB FAMILY AND CLASSIFICATION (POSITION)	RANGE
<i>TECHNICAL/FINANCIAL (Job Family)</i>	
Accountant	33
Accounts Specialist	26
Data Base Processing Specialist	26
Payroll Specialist	28
Technology Support Specialist	28
Transportation Coordinator	27

<i>SECRETARIAL/CLERICAL (Job Family)</i>	
Executive Secretary I	14
Health Office Clerk	10
Office Assistant	10
Receptionist	10
Recruiter, Migrant Education	15
School Accounts Specialist	17
School Audiometrist	22
School Office Manager	19
School Secretary	14
Secretary, Support Services	16
Substitute Assignment Clerk	18

<i>INSTRUCTIONAL SUPPORT (Job Family)</i>	
School Campus Monitor	7
Child Assistant (PIP)	8
Community Parent Liaison	14
Library Media Specialist	12
Student Activities Supervisor	12
Autism Program Instructional	15
Instructional Assistant, Bilingual/Bilingual RSP	6
Instructional Assistant, General/Non-Bilingual RSP	5
Para-Professional – Special Education I	7
Para-Professional – Special Education I – Bilingual	8
Para-Professional – Special Education II	10
Para-Professional – Special Education II – Bilingual	11
Para-Professional – Special Education III	13
Para-Professional – Special Education III – Bilingual	14
Migrant Education Preschool Specialist	26
Preschool Specialist	26
Site Technology Specialist	16
Speech and Language Pathology Assistant	34
State Preschool Associate Specialist – Bilingual	11
State Preschool Specialist	30
Yard Duty Supervisor (when combined with a bargaining unit classification)	\$10.00

<i>MAINTENANCE (Job Family)</i>	<i>RANGE</i>
Craft Specialist	22
Custodian	11

General Maintenance Worker	19
Groundskeeper	18
Lead Custodian	15
Lead Maintenance Specialist	28
Senior Craft Specialist	26

<i>OPERATIONS (Job Family)</i>	<i>RANGE</i>
Central Supply Lead	20
Delivery Driver/Warehouse Worker	12
Transport Driver	5

<i>FOOD SERVICE (Job Family)</i>	<i>RANGE</i>
Food Service Worker	2
Lead Food Service Worker	7

CSEA HEALTH INSURANCE PLANS 2014/2015 FULL TIME EMPLOYEES (10/1/14 - 9/30/15)

PLAN COMPONENT	100% PLAN	80% PLAN	80% PLAN	80% PLAN	70% PLAN
MEDICAL					
Monthly Plan Cost	*District pays Pro-Rated 40510D-100A-10 \$1,481/month	*District pays Pro-Rated 40510G-80G-20 \$1,164/month	*District pays Pro-Rated 40510E-80G-30 \$1,126/month	*Cash Back 40722F-80L-30 \$986/month	*Cash Back 40510F-Minimum Value PPO \$831/month
% Coverage/Rate	100%-Composite \$0	80%-Composite \$500/\$1000	80%-Composite \$500/\$1000	80%-Composite \$2000/\$4000	70%-Composite \$5000/\$10,000
Deductible*	(No Deductible) \$2000/\$4000	(Pays 80% after ded. met) \$2000/\$4000	(Pays 80% after ded. met) \$2000/\$4000	(Pays 80% after ded. met) \$6000/\$12,000	(Pays 70% after ded. met) \$6,350/\$12,700
(Out of Pocket)					
Office Visit	Employee pays \$10	Employee pays \$20	Employee pays \$30	Employee pays \$30	\$60 first 3 visits, subject to deductible/coinsurance
Chiropractic	100%	80%	80%	80%	70%
Emergency Room	Employee pays \$100	Employee pays \$100	Employee pays \$100	Employee pays \$100	Employee pays \$100
Rx Deductible	\$0	\$200/\$500	\$200/\$500	\$200/\$500	\$200/\$500
Rx	Generic-\$9/Brand-\$35	Generic-\$10/Brand-\$35	Generic-\$15/Brand-\$50	Generic-\$15/Brand-\$50	Generic-\$15/Brand-\$50
DENTAL					
Monthly Plan Cost	Delta Incentive Plan \$120/month	Delta Incentive Plan \$120/month	Delta Incentive Plan \$120/month	Delta Incentive Plan \$120/month	Delta Incentive Plan \$120/month
Annual Plan Maximum	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Coverage Inc. 10%/yr.	Two (2) cleanings/year 70%/80%/90%/100%	Two (2) cleanings/year 70%/80%/90%/100%	Two (2) cleanings/year 70%/80%/90%/100%	Two (2) cleanings/year 70%/80%/90%/100%	Two (2) cleanings/year 70%/80%/90%/100%
DENTAL					
Monthly Plan Cost	Delta PPO Plan \$139.70/month	Delta PPO Plan \$139.70/month	Delta PPO Plan \$139.70/month	Delta PPO Plan \$139.70/month	Delta PPO Plan \$139.70/month
Annual Plan Maximum	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
	Two (2) cleanings/year	Two (2) cleanings/year	Two (2) cleanings/year	Two (2) cleanings/year	Two (2) cleanings/year
	Designated dentists only (list is limited)	Designated dentists only (list is limited)	Designated dentists only (list is limited)	Designated dentists only (list is limited)	Designated dentists only (list is limited)
	\$3,000 ortho (100%) (lifetime max per person)	\$3,000 ortho (100%) (lifetime max per person)	\$3,000 ortho (100%) (lifetime max per person)	\$3,000 ortho (100%) (lifetime max per person)	\$3,000 ortho (100%) (lifetime max per person)
VISION					
Monthly Plan Cost	MES PLAN B-\$0/CO-PAY \$15.90/month	MES PLAN B-\$0/CO-PAY \$15.90/month	MES PLAN B-\$0/CO-PAY \$15.90/month	MES PLAN B-\$0/CO-PAY \$15.90/month	MES PLAN B-\$0/CO-PAY \$15.90/month
Medical Monthly Cost	\$1,481.00	\$1,164.00	\$1,126.00	\$986.00	\$831.00
Medical Yearly Cost	17,772.00	13,968.00	13,512.00	11,832.00	9,972.00
Dental INC Monthly Cost	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
Dental INC Yearly Cost	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00
Dental PPO Monthly Cost	\$139.70	\$139.70	\$139.70	\$139.70	\$139.70
Dental PPO Yearly Cost	\$1,676.40	\$1,676.40	\$1,676.40	\$1,676.40	\$1,676.40
Vision Monthly Cost	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
Vision Yearly Cost	\$190.80	\$190.80	\$190.80	\$190.80	\$190.80
TOTAL MONTHLY W/INC	\$1,616.90	\$1,299.90	\$1,261.90	\$1,121.90	\$966.90
TOTAL YEARLY W/INC	\$19,402.80	\$15,598.80	\$15,142.80	\$13,462.80	\$11,602.80
Employee Yearly Cost/Cash	-\$5,232.80	-\$1,428.80	-\$972.80	\$707.20	\$2,567.20
Employee 10-Month Cost/Cash	-\$523.28	-\$142.88	-\$97.28	\$70.72	\$256.72
TOTAL MONTHLY W/PPO	\$1,636.60	\$1,319.60	\$1,281.60	\$1,141.60	\$986.60
TOTAL YEARLY W/PPO	\$19,639.20	\$15,835.20	\$15,379.20	\$13,699.20	\$11,839.20
Employee Yearly Cost/Cash	-\$5,469.20	-\$1,665.20	-\$1,209.20	\$470.80	\$2,330.80
Employee 10-Month Cost/Cash	-\$546.92	-\$166.52	-\$120.92	\$47.08	\$233.08
DISTRICT BASIC CONTRIBUTION TOTAL - Section 13.1 - (YEARLY MEDICAL, DENTAL, VISION)					\$14,170.00

**HOLLISTER SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

The intent of the evaluation is to provide an accurate assessment of the employee's performance, including both praise and criticism. When criticism is necessary, a plan of assistance MUST be included.

Probationary employees are to be evaluated on their 4th, 9th and 12th month of employment.

Permanent employees are to be evaluated yearly on their anniversary date.

EMPLOYEE _____

POSITION _____ LOCATION _____

IMMEDIATE SUPERVISOR _____

___ PROBATIONARY: ___ 4th ___ 9th ___ 12th ___ recommend permanency

___ PERMANENT: Hire Date _____ Evaluation due date _____

SECTION A

INSTRUCTIONS FOR COMPLETING: Carefully read the following subject areas prior to completing the actual evaluation. Determine the LEVEL OF PERFORMANCE that best describes the work performed by employee. Check appropriate level of performance in each area. Space is provided for comments.

If EXCEEDS REQUIREMENTS is checked, the evaluation shall include an explanation of the reasons for such marking.

If NEEDS IMPROVEMENT or UNSATISFACTORY are checked, the evaluation shall include an explanation of the reasons for such markings and recommendations for ways to improve performance, such as (1) specific goals or improvement program(s) to be undertaken, or (2) specific job deficiencies or job behavior requiring correction and/or improvement.

ABILITY AND WILLINGNESS TO PERFORM DAILY REQUIREMENTS OF THE JOB

- ___ EXCEEDS REQUIREMENTS: Very interested in work. Always takes initiative to improve performance. Does more than the expected.
- ___ MEETS REQUIREMENTS: Interested in work. Demonstrates initiative. Does what is expected. Requires little supervision.
- ___ NEEDS IMPROVEMENT: Requires close supervision. Shows lack of interest in work. Job performance sometimes not adequate.
- ___ UNSATISFACTORY: Needs constant supervision. Job performance not adequate.
- ___ COMMENTS (please be specific--days, dates, times, number of occurrences):

ABILITY TO WORK EFFICIENTLY AND SAFELY

- ___ EXCEEDS REQUIREMENTS: Looks for ways to carry out duties in a more efficient way.
- ___ MEETS REQUIREMENTS: Coordinates use of equipment and materials in quick, safe and efficient manner. Follows rules of safety.
- ___ NEEDS IMPROVEMENT: Usually works quickly, efficiently and safely. Occasionally needs to be reminded of rules and regulations.
- ___ UNSATISFACTORY: Work is slow and inefficient. Cannot maintain work requirements.
- ___ COMMENTS (please be specific--days, dates, times, number of occurrences):

ABILITY TO WORK WITH A MINIMUM OF SUPERVISION

- ___ EXCEEDS REQUIREMENTS: Can perform routine jobs with no supervision.
- ___ MEETS REQUIREMENTS: Does routine duties well with minimum supervision. Solves problems and can make decisions.
- ___ NEEDS IMPROVEMENT: Usually needs assistance to solve problems. Does routine work adequately; otherwise must be supervised.
- ___ UNSATISFACTORY: Finds it difficult to follow directions. Requires maximum supervision.
- ___ COMMENTS (please be specific--days, dates, times, number of occurrences):

ABILITY TO BE RELIABLE AND DEPENDABLE ON THE JOB

- ___ EXCEEDS REQUIREMENTS: Never late and infrequently absent.
- ___ MEETS REQUIREMENTS: Carries out duties in an assigned manner. Always completes work. Infrequently is late or absent.
- ___ NEEDS IMPROVEMENT: Usually completes work, but may try to avoid certain duties. Occasionally is late or absent.
- ___ UNSATISFACTORY: Leaves work incomplete. Frequently late or absent. Tends to be unreliable.
- ___ COMMENTS (please be specific--days, dates, times, number of occurrences):

ABILITY TO BE FLEXIBLE DESPITE FREQUENT SCHEDULE OR DUTY CHANGES

- EXCEEDS REQUIREMENTS: Quick to adapt to new procedures, duties, occurrences. Very willing to try new challenges.
 - MEETS REQUIREMENTS: Adaptable to new procedures, duties and occurrences.
 - NEEDS IMPROVEMENT: Is slow to adapt to new procedures, duties and occurrences.
 - UNSATISFACTORY: Is unable to adapt to new procedures, duties and occurrences.
- COMMENTS (please be specific--days, dates, times, number of occurrences.)
-
-

ABILITY TO GET ALONG WITH OTHERS

- EXCEEDS REQUIREMENTS: Does more than the required job and is very cooperative. Always considerate and understanding.
 - MEETS REQUIREMENTS: Does the required job and generally is cooperative. Usually is considerate and understanding.
 - NEEDS IMPROVEMENT: Usually cooperates with others, but sometimes is inconsiderate and difficult to get along with.
 - UNSATISFACTORY: Does not work well with others. Frequently is inconsiderate.
- COMMENTS (please be specific--days, dates, times, number of occurrences):
-
-

SKILLS AND USE OF EQUIPMENT AND MATERIALS

- EXCEEDS REQUIREMENTS: Always uses equipment and materials efficiently and effectively.
 - MEETS REQUIREMENTS: Usually uses equipment and materials efficiently and effectively.
 - NEEDS IMPROVEMENT: Tends to be unorganized and inefficient in use of equipment and materials.
 - UNSATISFACTORY: Unable to operate equipment and materials safely, efficiently or properly.
- COMMENTS (please be specific--days, dates, times, number of occurrences):
-
-

SECTION B

Record job STRENGTHS and superior performance incidents (use additional pages if necessary).

SECTION C

Record PROGRESS ACHIEVED in attaining previously-set goals for improvement (use additional pages if necessary).

SECTION D

Any Needs Improvement or Unsatisfactory response requires a goal. Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period (use additional pages if necessary).

SUMMARY EVALUATION - CHECK OVERALL PERFORMANCE

EXCEEDS STANDARDS MEETS STANDARDS REQUIRES IMPROVEMENT NOT SATISFACTORY

SUPERVISOR: I certify this report represents my best judgment.

Signed: _____ Date: _____

EMPLOYEE: I certify this report has been discussed with me. I understand that: (1) my signature does not necessarily indicate agreement; (2) this evaluation report will be placed in my personnel file; (3) I may comment on the above ratings in the space below or by separate letter; and (4) if I submit a separate letter, it will be attached to this report.

COMMENTS: _____

Signed: _____ Date: _____

HOLLISTER ELEMENTARY SCHOOL DISTRICT

CSEA Grievance Form
Section 3.5.1 Level 1
Submission of Grievance

The first section must be completed by the GRIEVENT within (15) working days of the informal verbal discussion and presented to the Immediate Administrator.

Employee Name: _____
Work Location: _____
Article of Contract Violated: _____
Date of alleged Violation: _____
Explanation of Grievance: _____

Date of informal verbal discussion: _____
Specific Remedy Sought: _____

Signature of Grievant: _____ Date: _____

Section 3.5.2. Upon completion of this section, Grievant shall present original to Immediate Administrator. A copy shall be retained by the Grievant. Within (15) working days the Immediate Administrator will complete the following:

Immediate Administrator's response: _____

Signature of Immediate Administrator: _____ Date: _____

Immediate Administrator shall retain the original and forward copies to the following:

- Grievant
- Human Resources Administrator
- Superintendent/Designee
- CSEA Representative

HOLLISTER ELEMENTARY SCHOOL DISTRICT

CSEA Grievance Form
Section 3.6.1 Level 2

Appeal of Grievance to Human Resources Administrator

The first section must be completed by the GRIEVANT within (15) working days after receipt of the written decision of Immediate Administrator. A copy of Grievance Form Level 1 must be attached.

Reason for appeal: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ Signature: _____ Date: _____

Section 3.6.3. Upon completion of this section, Grievant shall present original to the Human Resources Administrator. The Grievant should retain a copy. The Human Resources Administrator has (5) working days to meet with the Grievant and (5) working days after the meeting to complete the section below and distribute the copies.

Human Resources Administrators Response: _____ _____ _____ _____ _____ Signature: _____ Date: _____
--

Upon completion of this section, the Human Resources Administrator shall retain the original and send copies to:

- Grievant
- Human Resources Administrator
- Superintendent/Designee
- CSEA Representative

HOLLISTER ELEMENTARY SCHOOL DISTRICT

CSEA Grievance Form
 Section 3.7.1 Level 3

Appeal of Grievance to District Superintendent

The first section must be completed by the GRIEVENT within (15) working days of receipt of the written decision of Human Resources Administrator. Copies of Grievance Forms Levels 1 & 2 must be attached.

Reason for appeal: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ Signature: _____ Date: _____
--

Section 3.7.3. Upon completion of this section, Grievant shall present original to the Superintendent/Designee. The Grievant should retain a copy. The Superintendent/Designee shall complete the section below and distribute the copies with in (15) workings days or receipt.

District Superintendent/Designee's Response: _____ _____ _____ _____ _____ _____ _____ Signature: _____ Date: _____
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Upon completion of this section, the District Superintendent shall retain the original and send copies to:

- () Grievant
- () Human Resources Administrator
- () Superintendent/Designee
- () CSEA Representative

HOLLISTER ELEMENTARY SCHOOL DISTRICT

CSEA Grievance Form
Section 3.8 Level 4

(The Grievant may bypass this step and proceed directly to a Board hearing, Level 5)

Appeal of Grievance to Arbitration

The first section must be completed by CSEA Copies of Grievance Forms Levels 1 – 3 must be attached and sent within (20) working days of the receipt of the response at Level 3.

Upon completion of this section, Grievant shall present original to Superintendent/Designee and a copy to the Grievance Representative. The Grievant should retain a copy.

I hereby request an Advisory Arbitration to consider the grievance outlined on the attachments.

Signature: _____ Date: _____

Arbitrator assigned: _____

Date of notice sent to Superintendent/Designee: _____

Date of submission to arbitration: _____

Signature: _____ Date: _____

Date of Arbitrator's Award (attached): _____

Upon completion of this section, the Grievance Representative shall present the Grievant with a report of this award and distribute copies to:

- Grievant
- Human Resources Administrator
- Superintendent/Designee
- CSEA Representative

HOLLISTER ELEMENTARY SCHOOL DISTRICT

CSEA Grievance Form
Level 5

Appeal of Grievance Board of Trustees

The first section must be completed by the Grievant. Copies of Grievance Forms Levels 1 – 3 (&4 if that Level was taken) must be attached within (10) working days of the receipt of the response at Level 3 or 4.

I hereby request the Board of Trustees review the grievance outlined on the attachments.

Signature: _____ Date: _____

The Board or Trustees shall review the written record and render a final decision no later than the second regular meeting following the receipt of this form.

Boards final decision: _____

Signature of Board President: _____ Date: _____

The Board will distribute copies of this form to:

- Grievant
- Human Resources Administrator
- Superintendent/Designee
- CSEA Representative