

AGREEMENT

BETWEEN THE

SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT

TO THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 600

July 1, 2019 to June 30, 2022

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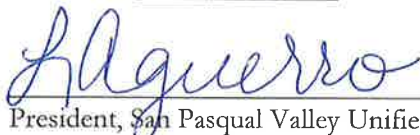
ARTICLE I- RATIFICATION AND TERM OF AGREEMENT

This Agreement between the SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT (hereinafter, DISTRICT) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 600 (hereinafter CSEA @ or the "Association") shall be effective from the date of its final ratification by the DISTRICT Governing Board until June 30, 2022

This Agreement is made and entered into by and between the BOARD OF TRUSTEES of the SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT in the County of Imperial, State of California, on behalf of said School District and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 600, on behalf of itself and the Classified Employees of said School District on this 14th day of April, 2020

DATED:

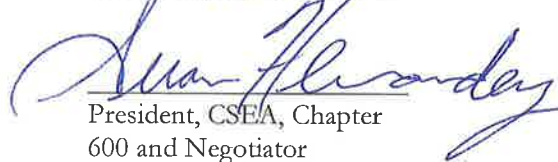
4/13/20



President, San Pasqual Valley Unified School
Board of Trustees

DATED:

4/13/2020



President, CSEA, Chapter
600 and Negotiator



Secretary to the Board/Superintendent

ARTICLE II- DEFINITIONS

1. The term PERMANENT shall mean any person who has satisfactorily completed the required probationary period, in a position that is expected to be extended or needed on a continuing basis.
2. The term PROBATIONARY shall apply to a newly hired employee or an employee who has applied for and has been accepted in a new position within the District. Effective July 1, 2018 the probationary period shall be for twelve (12) months for all classified employees. The probationary period shall be for twelve (12) months for all classified employees. At least one evaluation needs to be performed within six (6) months from the hire date. Probation begins the day the employee assumes their primary job description duties and responsibilities. (i.e. Transporting students on a school bus, working with students in the classroom, etc.) The exception to the probationary period will be made when the District initiates the transfer.

In accordance to Assembly Bill 1353 and Education Code 45113 effective July 1, 2020 the probationary period shall be for six (6) months for all classified employees.

3. The term SUBSTITUTE shall mean any person employed to replace any classified employee who is temporarily absent from duty. The term SUBSTITUTE shall also mean any person who, for an interim term, is filling a vacancy while the District seeks a replacement. The interim term will not exceed ninety (90) days without the mutual agreement between the CSEA Chapter 600 and the District.
4. The term TEMPORARY shall mean any person who is employed to perform a specific service for a specified time period for the District, upon completion of which, the service required or similar services will not be extended or needed on a continuing basis.
5. The term PART TIME shall mean any employee working less than thirty (30) hours a week or less than 130 hours a month.
6. The term FULL TIME shall mean any employee working at least an average of thirty (30) hours a week or 130 hours a month.
7. The term CONFIDENTIAL shall mean those employees who, in the regular course of their duties, have access to or possess information relating to the District's employer-employee relations. That is employees who are entrusted with information not intended for the general staff or public; such as disciplinary actions, payroll, personnel files, negotiations, etc. (This definition is not retroactive on current confidential staff or positions. AS OF DATE: July 1, 2000.)
8. The term INCIDENTAL PAY shall mean compensation for work performed during the regular school year, but performed outside the regularly assigned workday/duties and are not overtime hours. The rate of pay shall be the same as that of the employees regular work assignment.

9. The term SUMMER/CHRISTMAS/SPRING BREAK JOBS shall mean compensation for work performed during these time periods by in-house staff in areas that are not their regularly assigned duty area.
10. The term INSUBORDINATION shall mean willfully disobeying a reasonable directive.

ARTICLE III- GENERAL PROVISIONS

A. No Discrimination

1. The Board shall not discriminate against any employee on the basis of race, creed, color, national origin, gender, marital status, age, religion, physical handicap, membership or non-membership or participation in the activities of any classified organization.
2. This clause shall recognize the District's responsibilities to conduct its employment practices in a manner consistent with federal and state mandated affirmative action requirements.

B. Employee Rights

1. Public school employees have the right to form, join, and participate in the activities of Employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also have the right to refuse to join or participate in the activities of the local employee organizations and shall have the right to represent themselves individually in their employment relationships with the employer except to meet and negotiate individually with the employer. Any unit member may at any time present grievances to the DISTRICT, and have such grievances adjusted, without the intervention of CSEA as long as the adjustment is reached prior to any hearing before the Board; the adjustment is not inconsistent with the terms of this Agreement; and provided that the DISTRICT shall not agree to a resolution of the grievance until the CSEA President or designee has received a copy of the grievance, the DISTRICT's proposed resolution, and been given an opportunity to file a response.
2. The DISTRICT and CSEA agree that neither will interfere with, restrain, nor coerce unit members because of the exercise of their rights guaranteed by Government Code section 3540.
3. The personnel files of each unit member shall be maintained at the DISTRICT Administration Office in confidence. Any unit member shall have the right to examine at the District Office and/or obtain copies of any material in that unit member's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved.
4. Unit members shall be provided with copies of any written material containing derogatory information ten (10) working days before it is placed in the unit member's personnel file. The unit member shall be given reasonable time during working hours to read, initial, and

date material without loss of pay. The unit member will have ten (10) working days from the date of receipt of the material to prepare and deliver to the DISTRICT a written response to be attached to the material in the personnel file.

5. The personnel file of each unit member shall be available for inspection only to the unit member, the DISTRICT Governing Board, the DISTRICT's legal counsel, DISTRICT employees with a need to know, upon lawful subpoena, or to the unit member or the CSEA representative in the presence of the unit member or with the prior written authorization of the unit member.
6. Supervisors and managers who draft documents which are placed in a unit member's personnel file shall sign and date such documents.
7. The DISTRICT shall keep a log indicating the persons who have requested to examine personnel files, as well as the dates such requests were made.

C. District Rights

1. It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control to the full extent of the law. Those powers include, but are not limited to, the rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with Ed Code 45103.1 to 45103.5; and take action on any matter in the event of an emergency. In addition, the DISTRICT retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members, to unilaterally establish the compensation for all unit members who are not members of the bargaining unit; to add new positions and position descriptions to the unit and delete vacant positions and position descriptions.
2. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent such specific and express terms are in conformance with law.
3. The Board and CSEA Chapter 600 recognize the Board has certain powers, discretions and duties that under, the Constitution and laws of the State of California, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provisions of this Agreement, or any application to any classified employee covered hereby, shall be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or application of this Agreement shall nevertheless continue to full force and effect.

4. The District may suspend temporarily any provision in this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state or local declared emergencies and natural disasters such as earthquake, fire, or flood.

D. Changes to and Governance Of This Agreement

1. No change, revision, alteration or modification of this Agreement, in whole or part, shall be valid unless the same is ratified by the Board and CSEA, Chapter 600 and endorsed in writing hereon.
2. This Agreement shall be governed and construed according to the Constitution and laws of the State of California and entered into pursuant to Chapter 10.7, Section 3540 - 3549 of the Government Code.

E. Savings Provision

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

F. Safety

The District shall conform to and comply with all mandatory health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

ARTICLE IV- RECOGNITION

The SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") hereby recognizes the California School Employees Association (hereinafter referred to as "CSEA") and its local Chapter #600 as the exclusive representative for the purpose of the Rodda Act (Government Code Section 3540 et. seq., Title I, Divisions 4, Chapter 10.7) for all classified employees holding positions described in Article XII Appendix A and B.

The bargaining unit excludes all certificated, management, confidential and supervisory employees, all short-term and substitute employees, and all employees serving in part-time playground positions who are not otherwise employed in a classified position in the bargaining unit. The determination of management, confidential, or supervisory shall be made by the DISTRICT. Disputed designations shall be made by the Public Employment Relations Board (PERB). The bargaining unit may be modified by mutual agreement or by the PERB.

ARTICLE V- ORGANIZATIONAL SECURITY AND RIGHTS

A. CSEA Representatives shall have the following rights:

1. When accompanied by the unit member or with written permission from the unit member a CSEA Representative has the right to review the named unit members' personnel files and any other records the unit member has rights to access.
2. The CSEA field representative or other designated CSEA representative shall, for purposes consistent with this Agreement, be provided access to bargaining unit members during non-work time (i.e. break time) provided that prior permission is obtained from the DISTRICT Superintendent or his or her designee. Such representatives shall be permitted to be present and to represent unit members (if requested by the unit member) on grievances, and at meetings/conferences with management employees which may lead to disciplinary action.
3. The right to use institutional bulletin boards, mailboxes, and other DISTRICT means of communication for the posting or transmission of information or notices concerning CSEA affairs. The Superintendent or designee will receive a copy of any material placed in unit member mail boxes or on bulletin boards prior to the placement of such material in the unit member boxes by the CSEA.
4. The right to use institutional facilities and buildings at reasonable times without charge, with the prior permission of the Superintendent, so long as the use of such facilities or buildings does not result in the DISTRICT incurring any costs including but not limited to clean-up, repair, custodial or overtime services. Should such occur, CSEA shall reimburse the DISTRICT for expenses assessed.
5. The right to be supplied with a complete seniority list of all bargaining unit members upon request. Seniority for the purposes of layoff shall be established by the unit member's first date of paid service with the DISTRICT.
6. Unless otherwise authorized by the Superintendent or designee, or this Agreement, no unit member will engage in any activity on behalf of CSEA during the time the unit member is assigned to their regular duties.
7. Upon request, any unit member may be granted a leave of absence without loss of compensation to serve as an elected officer of CSEA at the state level under the terms provided in Education Code section 44987.

B. CSEA Chapter 600 shall have the following rights:

1. CSEA, as the legally liable group, shall have the right to post notices of activities and matters of Association concern on CSEA bulletin boards, at least one of which shall be provided in each school site.
2. CSEA may hold one meeting of all unit members per month during the regular school year on a day previously and mutually agreed upon by the Superintendent. A maximum of one

hour of release time may be used by each unit member who actually attends this meeting. Release time and the one hour period shall not accumulate from month to month.

3. The Board shall agenzized under Monthly Reports - "Hear from Employee Groups - California School Employees Association (CSEA)" an opportunity for the Association to bring to the Board information. The Board at this meeting may take no action on the information reported by the Association.
4. The Board shall agendize as the second item (first item, if the San Pasqual Teachers Association has not requested an item) for consideration under New Business any matters upon which the Association is requesting action, so long as those matters are made known in writing to the Superintendent six (6) days prior to said regular Board meeting.
5. The right to review employees personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the unit member.
6. The right to be supplied with a complete seniority list of all bargaining unit members upon request. Seniority for the purposes of layoff shall be established by the unit member's first date of paid service with the DISTRICT.
7. Within thirty (30) days after the execution of this Agreement, the District shall print or duplicate and provide without charge, a copy of this Agreement to employees in the classified bargaining unit, but in no event more than one (1) copy per classified employee.

ARTICLE VI- TRAINING

Training in today's ever changing technologies is necessary. If employees are to continue to provide satisfactory services to the District, they must be properly trained to use whatever tools, equipment, supplies and resources that are currently in use in the District or are being implemented in the District.

The intent of this Article to assure that there is adequate and proper training of District employees.

The District shall provide a program of in-service training for an employee that is designed to maintain a high standard of performance, to increase skills and increase competence. CSEA Chapter 600 and the District will make every effort to secure training from the most qualified source.

Employees taking part in an in-service training program shall receive compensation at their regular rate of pay for all time spent in training. Attendance at in-service training programs provided by the District will be mandatory if scheduled during the employee's regular workday.

If the training is out of the District, the District shall pay for the training costs, transportation, food and lodging. Unit members will receive their regular compensation while attending the training; such compensation will not include non-training/non-seminar hours. Travel time will be treated as part of the unit member's regularly scheduled workday. If travel is required outside of the regularly

scheduled workday, then management has the option of granting time-off to compensate for the travel time in accordance with Ed Code 45128. An example is to leave on a Sunday for a Monday morning training. The unit member will be granted time-off the normal workday to offset the Sunday travel time. This time does not exempt the District from paying overtime for excessive hours worked in a day.

Classified staff will have two (2) hours of potential staff development each semester at a mutually agreed upon time with the district providing at least a 30 day advance notice.

ARTICLE VII- VACANCIES AND TRANSFERS

A. Vacancies

1. The District shall provide written notices of known or anticipated vacancies to current employees of the District. For reasons of timeliness, consideration of persons serving on the interview committee, and inconvenience to the District, the District may at its discretion advertise and receive applications for this position from alternative sources.
 - a. These applications shall be held in reserve un-reviewed by the interview panel pending results of current employee application screening.
 - b. Persons evaluating applications and resumes of non-employees shall not share or make known the results or contents with members of the interview committee.
2. The job vacancy notice should include, when appropriate, the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, regular assigned work shifts, days per week, and months per year assigned to the position, the salary range, and the deadline for filing.
3. Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each district job site.
4. The job vacancy notice shall remain posted for a period of six (6) calendar days, during which time unit members may file for the vacancy.
5. Any member in the bargaining unit may file for the vacancy by submitting written notice to the personnel department within the filing period.
6. Current employees of the District who apply for and who meet job description qualifications shall be considered for the position.
7. Rules governing fair interviews shall apply; additional information/criteria used by the interview panel shall include seniority within the district, personnel files, attendance records, and past annual performance evaluations.

B. Transfers

1. The District may initiate transfer of a unit member at any time whenever such transfer is in the best interest of the District. A unit member affected by such transfer shall be given notice as soon as possible and a conference will be held between the appropriate supervisor and the unit member in order to discuss the reason for the transfer.
2. No transfer under this article shall be initiated for punitive purposes. Transfers shall be made in the best interests of the DISTRICT.

ARTICLE VIII- LEAVES

It is the intention of the parties that the leaves provided in this Article shall be in accordance with the requirements of the Education Code. The specific provisions shall be interpreted and applied to provide the required leaves found in the Education Code and other applicable state or federal laws.

Sick Leave [Education Code section 45191]

1. A unit member employed five (5) days a week and twelve (12) months a year shall be granted twelve (12) days leave of absence for personal illness or injury exclusive of all days the member is not required to render service to the DISTRICT.
2. A full-time unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proration of (12) days leave of absence for personal illness or injury as the number of months he/she is employed bears to twelve
3. A unit member employed less than five (5) days per week shall be entitled, for a fiscal year to the proportion of (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year, this and the preceding paragraph shall determine the proportion of leave of absence for personal illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served the day of illness.
5. At the beginning of each fiscal year, the full amount of leave granted shall be available to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the DISTRICT shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of continuous paid service with the DISTRICT. If upon termination of employment, a unit member has used more leave than is accrued, such compensation shall be deducted for any excess leave from any payment owed the unit member.
6. If a unit member does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.

7. If an employee has unused leave of absence for accident or illness accumulated in another California school DISTRICT, and the DISTRICT employs the unit member or reemploys the member within one (1) year of the date of termination of this previous employment, shall, upon request, be credited with the accumulated unused days.
8. Any sick leave benefits earned but unused on the date of retirement may be converted to retirement credit, if appropriate, and in accordance with applicable laws and the rules and regulations of the Public Employee Retirement System.
9. Sick leave is the authorized paid absence of an employee or family member. Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventative care of, an employee or an employee's family member. Employees who are a victim of domestic violence, sexual assault, or stalking are also eligible.

"Family member: means a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive or foster parent, stepparent, or legal guardian of an employee of the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent a grandchild; or a sibling.

After three days of leave for the care of a family member the employee's FMLA will begin to run concurrently if the employee needs extended illness leave provided by the California Family Medical Leave Act.

Verification Of Illness

Any unit member absent on account of illness or injury, upon his/her return to work, shall file with the Superintendent or designee a signed statement giving the cause for absence. The Superintendent or his designee may require the unit member to provide the DISTRICT with a written verification of the illness, signed by his/her physician or other person licensed under the healing arts statutes in any case in which the unit member's absence exceeds three (3) or more consecutive work days or at any time in which there is reasonable suspicion that sick leave is being used for reasons other than illness. The DISTRICT may require that a unit member be examined by a medical doctor of the DISTRICT's choice and at the DISTRICT's expense in any case in which a unit member's absence exceeds three days, and the DISTRICT has evidence that sick leave is being used for any purpose other than illness or previously approved personal necessity. Unexcused absence or abuse of sick leave is cause for discipline under Article 16 of this Agreement.

Extended Accident Or Illness Leave [Education Codes section 45196]

1. A unit member shall once a year be credited with a total of five (5) months of sick leave each school year which shall be equal to the difference between the unit member's daily rate of pay and that actually paid to a substitute employee. This period shall include the days of fully paid service provided in paragraphs 1 through 3 above and any accumulated sick leave to which the employee may be entitled. A unit member shall not be provided more than one

five-month period per illness or injury. However, if a school year ends before the five-month period is exhausted, the unit member may take the balance of the five-month period in the next school year. The DISTRICT shall adopt a salary schedule for classified substitute employees.

2. The extended leave provisions pertain to each illness or accident of the unit member and shall commence on the first day of absence from his/her duties.
3. The extended leave provision applies whether the accident or illness occurred on or off the job except that, if the accident or illness was suffered as a result of the job, entitlement shall commence after the sixty (60) working days of paid leave provided in **the Industrial Accident & Illness Leaves section of this Article (Ed. Code 45192)**.
4. An extended leave shall not be considered a break in service.
5. At the conclusion of the five-month period, a unit member who is absent because of accident or illness and is unable to resume his/her duties may request additional leave, paid or unpaid, not to exceed six (6) months. At the conclusion of the five-month period, the unit member shall be notified, in writing, that available paid leave has been exhausted, and shall be offered the opportunity to request additional leave, paid or unpaid. The Board may renew the leave of absence, with or without pay, for two additional six month periods or a lesser period, but the total leave shall not exceed a total of 18 months. Granting additional leaves under this paragraph is within the sole discretion of the Governing Board.
6. When all available leaves of absence, paid or unpaid, have been exhausted, and if the 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 vacant 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 the first vacancy in the classification 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 to return to duty and who fails to accept the first appropriate assignment offered, shall not be notified of subsequent vacancies.

Bereavement Leave [Education Code section 45194]

Bereavement leave, without loss of pay, shall be granted up to three (3) days, five (5) days if out-of-state, in the event of death of a member of the immediate family. The immediate family is defined as spouse, children, parents, brothers, sisters, parents-in-law, current brothers and sisters in law, sons or daughters-in-law, or grandparents, grandchildren, or any relative living in the immediate household of the unit member. For extenuating circumstances, up to six (6) days of sick leave in addition to bereavement leave may be utilized for this purpose if prior notification is presented to the DISTRICT.

Personal Necessity Leave [Education Code section 45207]

1. A fiscal year limit of seven (7) days of earned sick leave may be utilized in any one school year as Personal Necessity Leave only for the following reasons:
 - a) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or pursuant to any order made with jurisdiction.
 - b) Death, serious illness or accident involving a unit member or the unit member's property; or the person or property of a member of the unit member's immediate family (as defined in Bereavement Leave, paragraph 16).
 - c) Other family or personal emergencies not included in the above paragraphs if approved by the Superintendent. For the purposes of this regulation, an emergency is defined as an occurrence which could not be avoided by a prudent person through prior planning and could not be tended to outside of normal work hours. Something which would be easier to do, but not necessary to do, during the normal work day is not considered an emergency.
 - d) Except for two days per school year, personal necessity leave must be requested in advance of the leave except in item b, in which case the employee has the responsibility of notifying the DISTRICT as soon as possible of his/her absence. The DISTRICT may require whatever appropriate verification necessary to verify the reasons and/or necessary duration of the leave.
2. Effective January 1, 2000, each fiscal year a unit member may use up to a maximum of one half of the number of days of sick leave which the unit member would normally earn during any fiscal year to tend to the illness of the unit member's child, parent or spouse, provided that any days used have been earned or accumulated prior to taking the leave.
 - a. For the purposes of this paragraph a child means a biological, foster, or adopted child, a step child, a legal ward, or a child of a person standing in loco parentis. A Parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
 - b. This paragraph does not extend the maximum period of leave to which a unit member is entitled under Government Code section 12945.2 or the federal Family and Medical Leave Act of 1993.
 - c. All conditions and restrictions upon the use of sick leave also shall apply to the use by a unit member of sick leave under this paragraph.

Pregnancy Disability Leave [Education Code section 45193]

1. Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave"), as follows:
2. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. However, the Superintendent or his or her designee may require written or oral verification of the extent of disability from the unit member's physician. (In any case in which there is a reasonable basis for believing that the unit member is able to resume duties, the Superintendent or his or her designee may require a physical examination of the unit member at the DISTRICT's expense by a physician appointed by the DISTRICT.)

When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA," Government Code 12945.2) the unit member shall receive fifty percent (50%) differential pay for 12 work weeks of parental leave.

A unit member is not required to have 1,250 hours of service with the District during the previous 12- month period in order to take parental leave under this section.

If a unit member seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes. However, the 12-weeks of paid parental leave shall only be available to members who exhaust all sick leave before the 12-week period. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

3. Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the unit member qualifies for such.
4. Unit members on leave for pregnancy disability shall be entitled to return to the same position or to a position substantially the same with the same or similar duties, benefits and compensation as that held at the time the leave commences.

Military Leave

Unit members shall be entitled to such leaves of absence with any pay and other benefits as are provided in Division II, Part I, Chapter VII of the Military and Veteran's Code, Section 389, *et seq.* and applicable federal law.

Jury Duty

1. Leaves of absence for unit members selected to serve on a jury shall be granted with no loss in pay, provided the unit member endorses the fee received, exclusive of mileage allowance, to the DISTRICT.
2. Unit members selected for jury duty are required to return to work on any day in which excused by the court prior to the end of their normal work day unless excused by the DISTRICT. Unit members are responsible for providing verification acceptable to the DISTRICT of the dates and inclusive times in which absent from work on jury duty.

Subpoena Leave

1. A classified employee shall be paid for absences due to an officially served valid subpoena requiring his/her appearance in court during the work day provided that the employee has previously provided the District with a copy of the subpoena. The employee will be required to use personal necessity leave if the employee is a party to the court action or the employee is suing the District. The leave shall be limited to the actual time the employee is officially required to be present in court.
2. The District shall deduct from the compensation due the employee under section 1 above, the amount paid the employee for the employee's appearance in court, and may deduct that amount from any compensation due the employee if the employee is inadvertently overpaid.

Industrial Accident And Illness Leave [Education Code section 45192]

1. A unit member shall be entitled to an industrial accident or illness leave of not less than sixty (60) working days during which the DISTRICT is required to be in session or when the unit member otherwise would have been performing work for the DISTRICT in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to any allowance or award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day.
5. Paid industrial accident leaves shall be reduced one day for each day of absence regardless of the temporary disability allowance under worker's compensation.
6. If a unit member is unable to return to work after exhausting paid industrial leave, he/she shall be placed on sick leave if he/she is eligible. Sick leave will be reduced only in the amount necessary to provide a full day's wages or salary when added to the State Compensation Insurance disability payment.

7. After sick leave is exhausted, a unit member may choose to receive pay from vacation or earned compensatory time.
8. After all paid leaves have expired; the Governing Board may place the unit member on leave without pay. The total time of all benefits, including unpaid leave, shall not exceed thirty-six (36) months for one illness or accident.
9. Upon return to service from any paid or unpaid leave, a unit member shall be assigned to a position in his former classification without loss in status or benefits provided the unit member is physically qualified to perform the essential functions of the position with or without reasonable accommodation.
10. When all paid or unpaid leaves have been exhausted and the unit member is still not able to return to work, the unit member's name shall be placed on the reemployment list for a period of thirty-nine (39) months.
11. Any unit member who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed. Appropriate assignment is defined as an assignment to the unit member's former class, in his former status and time basis, and in assignment areas in which the unit member has made himself available.
12. At no time shall the unit member's salary, while on paid industrial leave, exceed the unit member's regular salary.
13. During all paid industrial leaves, the unit member shall endorse to the DISTRICT all wage loss benefit checks received under State Worker's Compensation Insurance laws. The DISTRICT shall issue to the unit member appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.
14. The unit member should be aware that, regardless of the minor nature of an injury at the time, it is to his advantage to report all injuries to the Superintendent or designee immediately and fill out the appropriate form. Once there is a record on file of the injury, should complications develop at a later date, the unit member has retained all rights for medical and disability coverage.
15. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain available to the District which means that travel outside of the State of California or Arizona will be restricted unless authorized by the Governing Board.

Notice of Absence

1. All unit members are required to call their supervisor as soon as learning of their absence or at least one hour prior to the time they are scheduled to report to work on each day that the unit member is absent and has not arranged for leave in advance. The one hour requirement will be excused where through circumstances beyond the unit member's control; it was not reasonably possible to provide notification one hour prior to the beginning of the unit

member's work day. Under normal circumstances a District phone line should be used to report an absence. When appropriate a supervisor's cell or home phone can be used to report an absence.

2. Each unit member in the bargaining unit may request any additional paid or unpaid leave if no other leave is available. The DISTRICT, in its sole discretion, may grant such leave on terms and conditions acceptable to the DISTRICT and the unit member.

Family Care Leave

This Article is intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. ' 2601 *et seq.*, and the California Family Rights Act of 1991 as amended October 5, 1993, Cal. Gov't Code ' 12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. This policy shall be interpreted so that there will be no violation of either state or federal law.

A. Family Care And Medical Leave

Family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one of the following reasons:

1. The birth or placement of a child for adoption or foster care with the employee within one year of such birth or placement;
2. To care for the employee's spouse, domestic partner, child or parent with a serious health condition; or
3. If an employee has a serious health condition that makes the employee unable to perform essential functions of the employee's job.

Family Care and Medical leave is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a pregnancy disability leave in addition to a family care and medical leave. Section I describes in detail the interplay between pregnancy leave and family care and medical leave.

If the leave is requested for the placement or birth of a child, and both parents are employees of the DISTRICT, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

B. Definitions

1. "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.
2. "Child" means a biological, adopted, or foster child, a step-child, a legal ward or a child of a person standing *in loco parentis* who is either under eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.
3. "Differential Pay Sick Leave" means the right to receive the difference between an employee's regular salary and the amount of money the DISTRICT pays a substitute.
4. "Employee Benefits" means all benefits which may be provided or made available to employees by the DISTRICT, including group life insurance, health insurance, disability insurance, sick leave, annual leave, and pensions, regardless of whether such benefits are provided by a practice or written policy of the DISTRICT or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. section 1002 (3)).
5. "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.
6. "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
7. "Group health plan" means any plan provided or contributed to by the DISTRICT to provide health care (directly or otherwise) to employers, employees, former employees, or the families of such employees or former employees.
8. "Health care provider" means an individual:
 - a. holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or
 - b. a duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
 - c. one who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.
9. "Industrial Accident and Illness" means a work related injury or illness.

10. "Intermittent Leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one hour or more to several weeks.
11. "Parent" means a biological, foster, or adoptive parent, a step-parent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was a child.
12. "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.
13. "Serious health condition" means an illness, injury, impairment or physical or mental condition which involves either of the following:
 - a. Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility; or
 - b. Continuing treatment or continuing supervision by a health care provider.
14. "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.
15. "Spouse" means a husband or wife according to California law.
16. "Domestic partner" means a person in a relationship registered with the Secretary of State.
17. "Continuous service" means any week in which an employee works any part of the week which is counted as a week worked.
18. "Hours worked" does not include time paid but not worked (holidays, paid vacation, unpaid leave or periods of layoff).

C. Eligibility For Family Care And Medical Leave

Employees are required to have completed twelve (12) months of continuous service with the DISTRICT at the time of a request for leave to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one year of continuous service and is subsequently reemployed by the DISTRICT, the employee may not be eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours worked in the twelve months preceding the leave for eligibility.

D. Right To Family Care And Medical Leave

Subject to the terms and conditions stated in this policy, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a one year period. The one year period is a rolling period measured forward from the date on which an eligible employee's first family leave began.

A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification as described in Section F is also required.

E. Requests For Family Care and Medical Leave

1. If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the DISTRICT immediately. A minimum of thirty (30) calendar days written notice is required.
2. If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the DISTRICT as soon as possible. The employee is required to provide the DISTRICT with written notice within five (5) working days of learning of the need for the leave.
3. If the employee's need for the leave is foreseeable due to a planned medical treatment or planned medical supervision of the employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the DISTRICT regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the DISTRICT. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.

F. Certification Of Serious Health Condition From Health Care Provider

1. If the employee is requesting the leave to care for a child, parent or spouse with a serious health condition, the DISTRICT may require certification of the serious medical condition by the individual's health care provider.
 - a. The certification shall include:
 - (1) the date on which the serious health condition commenced;
 - (2) the probable duration of the condition;
 - (3) an estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care.
 - (4) a statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent or spouse.

- b. If additional leave is requested beyond the period stated in the certification, the DISTRICT may require the employee to obtain recertification in accordance with the procedures set forth above. Recertification may be required for any leave but not more often than every thirty (30) days.
- 2. If the employee is requesting the leave for his or her own serious medical condition, the DISTRICT may require certification of the serious medical condition by his or her health care provider.
 - a. The certification shall include:
 - (1) the date on which the serious health condition commenced;
 - (2) the probable duration of the condition;
 - (3) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position.
 - b. If additional leave is requested beyond the period stated in the certification, the DISTRICT may require the employee to obtain recertification in accordance with the procedures set forth above. Recertification may be required for any leave but not more often than every thirty (30) days.
 - c. If the DISTRICT has reason to doubt the validity of the certification, the DISTRICT may require the employee to undergo an examination by a health care provider of the DISTRICT's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the DISTRICT may require the employee undergo a third examination conducted by a health care provider jointly selected by the DISTRICT and the employee. The third opinion shall be binding on the DISTRICT and the employee. All subsequent opinions obtained after the initial certification shall be at DISTRICT expense.
 - d. Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the DISTRICT may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

G. Right To Reinstatement

In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges, and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

H. Terms Of Family Care And Medical Leave

1. Leave taken pursuant to this Policy is unpaid leave. However, an eligible employee may elect, or the DISTRICT may require the employee, to substitute accrued paid sick leave, differential pay sick leave or other paid leave for any part of the twelve week period. Nothing in this Policy shall require the DISTRICT to provide paid sick leave or paid medical leave in any situation in which the DISTRICT would not otherwise provide any such paid leave.

In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee may elect or the DISTRICT may require the employee, to use any available differential pay sick leave during the period of the family care and medical leave.

Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a particular individual serious health condition.

2. During the period of family care and medical leave, the DISTRICT shall maintain coverage under any group health plan (as defined in Section 5000(b) (1) of the Internal Revenue Code of 1986) for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The DISTRICT may collect the amount of premiums paid by the DISTRICT from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition or impossibility to return to work.
3. During the period of the family care and medical leave, the employee is entitled to participate in pension and retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the DISTRICT for any reason other than family care and medical necessity.

The DISTRICT is not required to make plan payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the DISTRICT has required the employee to utilize accrued vacation or other paid leave, applicable payments will be made to the retirement plan. In addition, accrued vacation or other accrued paid time off shall count towards "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave. Employees are allowed to continue making contributions to their retirement plan, in accordance with the terms of the plan, during the unpaid portion of the leave.

4. The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
5. The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff, recall, promotion, job assignment and seniority-related benefits, such as vacation.
6. Other than as set forth in this Policy, the DISTRICT shall not refuse to hire, discharge, fine, suspend, expel or discriminate in any fashion against any individual who:
 - a. utilizes the family care and medical leave set forth in this Policy;
gives information or testimony regarding the employee's own family care and medical leave, or another employee's family care and medical leave, in any inquiry or proceeding related to family care and medical leave.

I. Effect of Family Care and Medical Leave on Pregnancy Disability Leave

1. Leave Available

Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

In order to be eligible for a combination pregnancy disability/family care and medical leave, pregnant employees must meet the eligibility requirements set forth at Section D above.

2. Compensation During Leave

Leave necessitated by pregnancy, miscarriage, childbirth and recovery there from shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave.

The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.

The employee may also elect, or the DISTRICT may require the employee to utilize any other paid leave during the pregnancy disability/family care medical leave. Nothing in this Policy shall require the DISTRICT to provide paid sick leave or paid medical leave in any situation in which the DISTRICT would not otherwise provide any such paid leave.

3. Benefits During Leave

The DISTRICT shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the DISTRICT shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to this policy. In some instances, the DISTRICT may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

Employees on a combination pregnancy disability/family care and medical leave whose paid coverage ceases in accordance with this policy, may continue their group health insurance coverage through the DISTRICT in conjunction with federal COBRA guidelines by making monthly payments to the DISTRICT for the amount of the relevant premium. Employees should contact their supervisor or the DISTRICT Office for further information.

4. Reinstatement

In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth in Section G.

However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the DISTRICT's obligations to that employee may be governed by the Americans with Disabilities Act.

J. Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

1. Leave Available

Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.

2. Benefits During Leave

The DISTRICT shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. In some instances, the DISTRICT may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

Employees on a combination industrial injury or illness disability/family care and medical leave whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the DISTRICT in conjunction with federal COBRA guidelines by making monthly payments to the DISTRICT for the amount of the relevant premium. Employees should contact their supervisor or the DISTRICT Office for further information.

ARTICLE IX- VACATIONS

- A. The District shall grant to regular unit members an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall be as determined by the District, but not less than five-sixth's ($5/6$) of a day for each month in which the employee is in a paid status for more than one-half ($1/2$) the working days in the month, provided the employee is regularly employed five (5) days per week, seven (7) to eight (8) hours a day. An employee in a paid status for less the one-half ($1/2$) the working days in a month shall have his vacation credit accrued on the basis provided for in subdivision C or D.
- B. Twelve month full-time employees earn vacation as follows:
 - 1. First two years of employment in the District - two (2) weeks or ten (10) working days
 - 2. Three to nine years of employment in the District - three (3) weeks or fifteen (15) working days
 - 3. Ten or more years of employment in the District - four (4) weeks or twenty (20) working days
- C. In lieu of accrual of vacation credit on a monthly basis and pro-ration as prescribed in subdivision A, the District may provide for accrual of vacation credit on any of the following basis:
 - 1. For all classified employees who work a full workweek of 40 hours, the District shall provide 0.03846 hour of vacation credit for each hour of paid service, not including overtime.
 - 2. For all classified employees who work a full workweek of 37.5 hours, the District shall provide 0.04087 hour of vacation credit for each hour of paid service, not including overtime.
 - 3. For all classified employees who work a full workweek of 35 hours, the District shall provide 0.04379 hour of vacation credit for each hour of paid service, not including over-time.
- D. For all classified employees employed for fewer than thirty-five (35) hours a week, regardless of the number of hours or days worked per week, The vacation credit shall be computed at the rate of 0.03846 for each hour the employee is in paid status, not including overtime.

- E. Vacation may, with the approval of the District, be taken at any time during the school year. The employee must submit a vacation request at least five (5) working days prior to the start of vacation. If the Classified employee is not permitted to take his full annual vacation; the amount not taken shall accumulate for the use in the next year. Vacation may not be accumulated in excess of 80 hours per fiscal school year.
- F. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- G. Classified employees may be granted vacation during the school year even though not earned at the time the vacation is taken.
- H. If a classified employee is terminated and had been granted vacation, which was not yet earned at the time of termination of his services, the District shall deduct from the employee's severance check the full amount of salary, which was paid for such unearned days of vacation taken.
- I. Upon separation from service, the classified employee shall be entitled to lump sum compensation for all earned and unused vacation, except that classified employee who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

ARTICLE X- PAID HOLIDAYS

All unit members covered by the Agreement shall be paid for the following holidays as specified in Education Code Section 45203 and as that Section may be amended from time to time during the term of this Agreement.

The Paid Holidays are:

Independence Day- Unit members not under contract (summer workers) must work both the day before and after the holiday.

Labor Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving Day (In Lieu of Admissions Day)

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday (President's Day)

Good Friday

Memorial Day

ARTICLE XI- HOURS AND OVERTIME

A. Definitions

1. Workweek

- a. For purposes of this Agreement, a normal workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- b. CSEA recognizes the necessity of the District's right to change the workweek of a classified employee when necessary to carry on the business of the District. CSEA reserves the right to open negotiations in regards to any changes to an employee's workweek.

2. Workday

- a. The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement.
- b. The District and CSEA mutually agree that the use of split shifts will not be practiced, unless determined an EMERGENCY by the District Superintendent. Unit members employed as a bus driver, custodian, and cafeteria worker will be exempt from this requirement. Custodian and cafeteria worker exemption will not apply to any existing members. *Effective 6/30/2019*
- c. CSEA recognizes the necessity of the District's right to change the workday of a unit member when necessary to carry on the business of the District.
- d. CSEA reserves the right to open negotiations in regards to any changes to a unit member's workday.

3. Lunch Periods

- a. All unit members covered by this Agreement shall be entitled to an uninterrupted lunch period. Each employee is granted a lunch period, which should be scheduled as close to the middle of the workday as possible.
- b. Prior approval from the Superintendent should be obtained for any deviation from this schedule. The length of time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half ($\frac{1}{2}$) hour and shall be scheduled for full-time classified employee at or about the midpoint of each work shift.

4. Rest Periods

- a. All unit members shall be granted two (2) rest periods of fifteen (15) minutes each which, insofar as practicable, shall be in the middle of each work period.

- b. Unit members employed in Transportation shall continue the practice of combining the two fifteen minute break periods in the morning.
- c. Breaks are taken during paid time. Unit members shall remain on District property during their breaks unless previous permission is granted by their Supervisor.
- d.

Hours a week per day	BREAKS	LUNCH
3.5 hrs	No break required by law	No
3.9 hrs	No break required by law	No
5.0 hrs	One 15 min	Minimum One 30 min
6.5 hrs	Two 15 min	Minimum One 30 min
7.0 hrs	Two 15 min	Minimum One 30 min
8.0 hrs	Two 15 min	Minimum One 30 min

5. Rest Facilities

- a. The District shall make all existing lunchrooms, restrooms and lavatory facilities available for all employees' use.

6. Voting Time Off

- a. If a classified employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

B. Overtime

1. Except as otherwise provided herein, all authorized overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1 ½) times the regular rate of pay of the employee for all work suffered or permitted.
2. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
3. Notwithstanding the provisions of Section 45127, the workweek shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

4. An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his workweek, be compensated at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.
5. All hours worked on holidays designated by this Agreement shall be compensated at two (2) times the regular rate of pay.

C. Compensatory Time Off

1. The classified employee shall have the option to accept compensatory time off in lieu of cash compensation for overtime work.
2. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with this article.
3. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within the fiscal year in which it was earned. Compensatory time must be taken within seventy five (75) calendar days of accrument or hours will be paid off at the appropriate rate.
4. Failure to issue or accept compensatory time off shall result in cash payment of overtime at fiscal year end. No more than sixteen (16) hours of worked overtime may be accumulated as compensatory time. Sixteen (16) hours of worked overtime equals 24 hours of compensatory time.

D. Minimum Call-in Time

1. Any classified employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay stipulated in this Agreement.

E. Hours Worked

1. For the purpose of computing the number of hours worked, all time during which a classified employee is in paid status shall be construed as hours worked.

F. Summer positions

1. Summer positions shall first be filled from within the District by current employees. The summer jobs sign up list will be posted as soon as reasonably possible prior to the end of the school year and after the District has assessed its needs, if any, for summer projects. Assignment to summer jobs will be made by the district based on qualifications and seniority.
2. Summer positions shall be paid at the same hourly rate that the classified employee is paid in his/her regular assignment.

3. Signup sheets will be posted separately for June and July unless the project goes across month in which case, it will be posted only in June. Employees will be notified at the beginning of July by email to sign up if additional summer projects become available.
4. Once selected for an assignment, employee will not be permitted to displace other employees or work multiple assignments at the same time.

G. Training

The district will schedule mandatory trainings at the time when most employees are able to attend. Including offering the training twice a day or on a separate day.

ARTICLE XII- SALARY AND ALLOWANCES

A. Salary Schedule for Classified Employees Covered by This Agreement

1. Up to three (3) years of outside the District work experience may be granted in determining initial placement on a Salary Schedule.
2. Classified Instructional Assistants Salary Schedule - Article XII - Appendix A
3. Salary Schedule for Library Clerk, Computer Technician, Elementary Office Clerk, MS/HS Attendance Clerk, - Article XII - Appendix A, Section 1
4. Salary Schedule for Secretary to the Counselor - Article XII - Appendix A, Section 2
5. Salary Schedule for Mechanic I which is 5% Greater Than Mechanic II. Mechanic II and Mechanic III - Article XII - Appendix A, Section 3
6. Salary Schedule for Custodian/Grounds, Custodian/Maintenance and Custodian/Part-time Hourly - Article XII - Appendix A, Section 4
7. Salary Schedule for Maintenance - Article XII - Appendix A, Section 5
8. Salary Schedule for Bus Drivers Part-time or full time - Article XII - Appendix A, Section 7
9. Salary Schedule for Outreach Consultants and Alternative Education Consultants - Article XII - Appendix A, Section 9
10. Classified staff that has coaching responsibilities will be permitted to count as their regular work day, the time spent traveling and coaching sports for away-from-home and home games. This does not apply to team practice periods which may occur during the work days. (Appendix C)

11. Employees may at their discretion, enroll in the School First Paycheck Planner service to distribute their salary over twelve (12) months. Employees are solely responsible for initiating and completing the process necessary by contacting School First Credit Union.
12. District Notification on Pending Retirement Benefit: A Classified employee employed by the District at least fifteen (15) years who notifies the District in writing of his/her pending retirement six (6) months prior to the retirement date shall receive a \$1,500.00 stipend paid in his/her final paycheck.

B. Anniversary Pay Schedule

1. For sixteen (16) years in the District - \$500.00 per year, beginning in the sixteenth (16th) year.
2. For seventeen (17) years in the District - \$750.00 per year, beginning in the seventeen (17th) year.
3. For eighteen (18) years in the District - \$1000.00 per year, beginning in the eighteen (18th) year.

C. Night Differential Pay

1. Night differential pay will be added monthly to the regular pay of any classified employee whose regularly scheduled workday begins before 6:00 AM or ends after 6:00 PM. This is exclusive of any overtime hours worked either before 6:00 AM or after 6:00 PM. The Night Differential will be exempt from payment during Summer Hours which begin after the last day of the regular school year and continue until the beginning of the next school year (June- August).
2. Night differential pay is prorated at a rate of 0.58 for each hour regularly scheduled to be worked prior to 6:00 A.M. or after 6:00 P.M. for each month, September – May.

D. Salary Schedule for Classified Substitutes - Article XII - Appendix D

E. Extra Duty and Temporary Assignments

1. Salary Schedule for Working in an area which is not part of the Classified Employees regular job assignment at a time during the Regular School Year or During Summer Time or During Christmas Break or During Spring Break.
 - a. Coaching and other stipend position will be paid from the Extra Duty Schedule as shown in Appendix C
2. Classified Employees working in an area, which is not part of his/her regular job assignment, either during the regular school year or summer time or Christmas break or Spring break will be paid at the same hourly rate as his/her regular job assignment in the District.

If a classified unit member is substituting for another classified (absent) employee on a different pay scale for more than 5 consecutive days and this unit member assumes and performs all of the duties of the temporary position, then this unit member shall be paid using the higher pay scale (of the absent employee) for the entire period they are requested to work in the higher

classification. The substitute will be paid at the first step that exceeds the substitute's current salary on the absent employees pay schedule.

3. Bus Drivers on overnight out-of-town trips shall receive a stipend of \$250.

F. Allowances

Meals - any classified employee who, as a result of work assignment, must have meals away from the District, shall be reimbursed at the per-diem rate of the meal in accordance with District policy and procedures.

Lodging - Any classified employee, who, in the course of performing services for the District, must lodge away from home overnight, shall be reimbursed by the District for the full cost of lodging in accordance with District policy and procedures.

G. General Provisions

1. Paychecks - all regular paychecks of classified employees shall be itemized to include all deductions and overtime pursuant to the payroll guidelines established by the Imperial County Office of Education Payroll Department.
2. It is the responsibility of the classified employee to ensure that his/her time sheet is accurately completed and turned in to his/her supervisor on time.
3. Classified employees, who are working in an additional job assignment that requires a separate time sheet from his/her regular job assignment, have the responsibility for assuring that the different job assignments hours of work do not overlap and that the respective time sheets reflect that there is no overlap.

ARTICLE XIII- BENEFITS

The District will provide employee health, dental, vision and life insurance coverage to employees' equivalent to coverage currently given to all District employees. Bus drivers shall be provided the full health and welfare benefits provided to all regular employees. The District will pay the total costs of the District paid employee medical, dental, and vision plan up to an annual amount to increase from \$9750 to \$9980 per year (retro 07/01/2015).

A. Medical Insurance

1. The District will pay the employee cost of a medical plan for each employee with contracted hours greater than 4 hours per day.
2. All full time employees are required to be enrolled in the District medical plan. There are three exceptions to this "no opt-out" provision. They are refusal to participate due to (1) religious conviction, (2) conditions of an American Indian agreement or (3) participation in a

Federal Government program guaranteeing lifetime benefits. No "in lieu of" payments will be made to full time employees who choose to opt-out of the District medical plan for one of the three qualifying exemptions to mandatory participation.

3. If an employee is enrolled in the District medical plan, the employee may elect to enroll and pay to have their dependents in the District medical plan.

B. Dental Insurance

1. The District will pay the employee cost of a dental plan for each employee with contracted hours greater than 4 hours per day.
2. If an employee is enrolled in the District dental plan, the employee may elect to enroll and pay to have their dependents in the District dental plan.

C. Vision Insurance

1. The District pays for a must take vision insurance plan for all employees with contracted hours greater than 4 hours per day.
2. If an employee is enrolled in the District vision plan, the employee may elect to enroll and pay to have their dependents in the District vision plan.

D. Life Insurance

1. The District pays for a must take life insurance plan for all employees with contracted hours greater than 4 hours per day.
2. Employees may elect and pay to increase the amount of the life insurance benefit coverage.

E. District Benefits Advisory Committee

1. The District shall establish and maintain a Benefits Advisory Committee. The purpose of which is to gather facts and provide input into the determination of the "best bang-for-the-buck" benefits package that the District and the employees can afford.
2. The Benefits Advisory Committee shall be composed of two members each from the San Pasqual Teachers Association (SPTA), California School Employees Association (CSEA) Chapter 600 and the District. SPTA and CSEA will select their representatives to the Committee and the Superintendent will select the District representatives to the Committee.
3. The Benefits Advisory Committee is not a negotiating Team, but an information gathering and an information disseminating Committee.
4. The Benefit Advisory Committee will disseminate the information to the CSEA Chapter 600 President.

F. Benefits Availability if Laid Off

Classified employees who have been laid off shall be allowed to continue to participate in the employee benefits set forth in this article at the employee's sole and own expense. This shall be allowed until reemployment or statutory limitations have been exhausted. This shall be allowed only if authorized by the insurance carrier. This program will be administered through the District's COBRA program.

ARTICLE XIV- EVALUATIONS

- A. Evaluation shall be based upon annual direct observation and knowledge of the evaluator.
- B. An evaluation shall be done each and every year and completed by May 15th.
- C. The completed evaluation form shall be reviewed and discussed in a conference between the employee and the evaluator.
- D. Any employee who receives more than two sections marked at column three shall be evaluated before November 30th of the following school year.
- E. The employee may, during the review conference or within twenty (20) calendar days after the evaluation is presented, respond in writing to the evaluation.
- F. All such written responses by the employee shall be attached to the evaluation and together placed in the employee's personnel file.
- G. If a permanent employee does not meet expectations the provisions of the Disciplinary Article of this Agreement may be implemented.

ARTICLE XV- DISCIPLINARY ACTION

Definition

1. Disciplinary action, as used in this article includes, but is not limited to dismissal, demotion, suspension, temporary reduction in hours, or reassignment without the permanent employee's voluntary consent. This article shall not limit the District's right to evaluate or reprimand orally or in writing or counsel employees. Nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this article subject to appeal procedures below.
2. Bargaining unit employees with permanent status shall be subject to disciplinary action only for just cause. Notwithstanding the provisions of this article, the Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

Progressive Discipline

1. The District shall endeavor to impose discipline on a progressive basis. Isolated misconduct or performance problems will result in the employee being, first, orally counseled and/or provided with written warning regarding the conduct-giving rise to potential disciplinary action. The employee may submit a response or rebuttal to the written reprimand or warning, which will be retained in the employee's personnel file along with the reprimand. Notwithstanding the provisions of this article, the reprimand or warning is not subject to the grievance procedure.
2. It shall be the goal of the District and the employee to correct deficient behavior without the imposition of severe discipline. After initial counseling and/or warning an improvement plan will be developed. The plan will include the next steps and consequences. Subsequent incidents of misconduct or deficient performance may result in more severe discipline, up to and including termination.
3. Notwithstanding the provisions of this article, the Superintendent may, without prior counseling and/or written warning, initiate severe disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such a serious nature as to necessitate the imposition of suspension, demotion, or termination.
4. Whenever possible the District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct. However, it shall be the employee's ultimate responsibility to respond to notice of deficiencies or misconduct. An employee's failure or refusal to respond to, or correct incidents of misconduct or deficient performance, after oral or written notice, shall be grounds for further disciplinary action.

Suspension

1. An oral reprimand and/or written reprimand or warning shall be given to an employee concerning his/her misconduct or deficient performance prior to any subsequent suspensions being given to him/her. In instances where the Superintendent believes that a written reprimand or warning is inappropriate due to the nature of the misconduct, the Superintendent may initiate suspension, demotion or termination.
2. The employee shall be notified in writing regarding a proposed suspension. Said notice shall contain a statement of specific acts and omissions upon which the suspension is based, a statement of the cause or causes for the action taken, a statement of the beginning and ending dates of the suspension and a statement that the employee has the right to discuss informally a proposed suspension with the Superintendent or his/her designee prior to the suspension.
3. In circumstances where the Superintendent believes the employee's presence would lead to a clear and distinct danger to the lives, safety, or health of students or fellow employees, the Superintendent may place an employee on immediate administrative leave with pay without scheduling a pre-suspension conference. In such cases, the Superintendent shall schedule an informal conference with the employee, and provide the employee with written notice thereof as soon as possible after the administrative leave has commenced.

Causes for Discipline of a Permanent Employee

The District may discipline permanent employees for just cause, including, but not limited to the following provisions.

1. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other district record.
2. Incompetence or inefficiency in performance of the duties of his/her position.
3. Carelessness or negligence in the performance of his/her work duties or in the care of District property.
4. Abandonment of position. After the third day of absence without notification, it shall be deemed abandonment and may be considered a voluntary resignation.
5. Absence without leave, repeated tardiness, excessive absenteeism, including abuse of illness or other leave provisions. Excessive absenteeism is defined as, but not limited to, a classified employee using beyond their yearly allotment of leave days, unless these absences are allowed in the Leaves Article VIII.
6. Commission of an act involving moral turpitude. This is an act that gravely violates the sentiment or accepted standard of the community or society.
7. Conviction of a felony, conviction of any sex or substance abuse offense made relevant by provisions of the Education Code or any other applicable laws. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
8. Insubordination or disobedience.
9. Possession or consumption of any controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon pupils, upon the employee or employees associated with him/her.
10. Knowingly providing verbal or written confidential information to an unauthorized person or persons.
11. Dishonesty or theft, including deliberate destruction, damage or removal of district or another person's property.
12. Actively working for any political party or cause during assigned work hours.
13. Unauthorized use, or misuse of district supplies, materials, facilities, equipment or other property.

14. Willful or persistent violation of the Education Code or district rules, policies or procedures. This shall also include violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by an appropriate state or governmental agency.
15. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position. The District shall make a reasonable effort to ensure employees are aware of their possible pending deficiency if licenses and/or certificates are not kept current.
16. Discourteous, offensive or abusive conduct or language toward the public, pupil, or another officer or employee of the district.
17. Physical or mental condition unfitting him or her to associate with the children and/or employees of the District as determined by a competent medical authority, except as otherwise provided by contract or by law regulating retirement of employees.
18. Any cause set forth in the Education Code, which mandates discipline or dismissal.

E. Procedure for Imposing Disciplinary Action on an Employee

1. Informal Conference

An employee against whom the disciplinary action is being considered may be requested to attend a conference with the immediate supervisor and/or his/her designee prior to official written notification of any recommended disciplinary action. At such conference, the employee shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto. At such a conference, the employee may represent himself/herself and/or be represented by a CSEA representative. Notwithstanding the provisions of this article, holding such an informal conference is discretionary with the district and the failure to do so shall not invalidate any disciplinary action taken pursuant to this article.

2. Written Notice

Prior to the taking of discipline, the Superintendent or designee shall give written notice to the classified employee. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the classified employee at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the classified employee immediately, the classified employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served.

The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of signed receipt. The contents of the written notice shall include at least the following:

- a. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based. Such statement may incorporate by reference the acts and omissions described in attached memoranda or other attached documents.
- b. The specific disciplinary action proposed
- c. The cause(s) or reason(s) for the specific disciplinary action proposed.
- d. A copy of the applicable rule(s) where it is claimed a violation of rule(s) took place.
- e. A statement that the classified employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served. If a classified employee makes a written response, this response must request that it be attached to the original letter before it will be placed in the personnel folder.
- f. A statement that the classified employee, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting the classified employee shall be granted a reasonable opportunity to make any representations the classified employee believes are relevant to the case.
- g. A statement that the classified employee, upon written request, is entitled to an evidentiary hearing before the Board or a hearing officer designated by the Board before any disciplinary action is final. A statement that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was served. A statement that no evidentiary hearing shall be held unless notice is delivered to the Superintendent or designee within ten (10) calendar days after the date the written notice of proposed disciplinary action was served.
- h. Attached or enclosed with the written notice of proposed disciplinary action shall be a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges.

F. Skelly Hearing: A Request To Be Heard

The classified employee who is subject to the proposed discipline, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such "Skelly" conference the classified employee shall be granted a reasonable opportunity to make any representations the classified employee believes are relevant to the case. At such "Skelly" conference the classified employee also shall be granted a reasonable opportunity to respond to the matters in this notice, either orally or in writing, including the submission of any affidavits.

If the classified employee timely requests a “Skelly” conference, one will be held and the Superintendent or designee conducting it will issue a written decision within five (5) calendar days affirming the proposed discipline, dismissing the proposed discipline, or modifying the proposed discipline to a lesser discipline.

If the classified employee does not request a “Skelly” conference, the proposed discipline in the written notice will be implemented commencing on the date indicated in the written notice unless the Superintendent or designee determines otherwise after a review.

G. Immediate Suspension

1. Notwithstanding other provisions of this Article, the Superintendent or his/her designee pending a hearing may immediately suspend an employee against whom disciplinary action is to be taken with pay upon verbal notification.
2. This verbal notification shall be followed by service upon the employee of the written notice set forth in E2 (a-h).

H. Association Representation

The employee may represent himself/herself and/or may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

I. Hearing

The classified employee shall receive an evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent or designee within ten (10) calendar days after service of the written notice of proposed disciplinary action. In the absence of a timely demand for a hearing, the Board may act upon the proposed disciplinary action after the time period for hearing demand has expired.

The hearing normally will be held before the Board, or a hearing officer designated by the Board, within forty-five (45) calendar days of the hearing demand. The hearing shall be conducted in closed session unless the employee requests a public hearing. The classified employee shall have a right to appear in person, with counsel or such other lawful representation as determined by the classified employee. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, and defense presentation, charging party cross-examination and rebuttal evidence from each party. Hearings will be recorded at the request of either party with such expense being borne by requesting party.

J. General Provisions

1. Suspensions pursuant to the article shall not reduce or deprive the employee of seniority or benefits.
2. A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.
3. Disciplinary actions shall be governed solely by the provisions of this article and shall not be subject to the grievance procedure.
4. The District shall advise the employee that they are entitled to CSEA Chapter 600 representation when the employee is first orally counseled and/or provided with written warning regarding the conduct-giving rise to potential disciplinary action. The employee shall be given reasonable and sufficient time to arrange for CSEA representation.
5. If a complaint is made by a parent, student, teacher, or other member of the community against a specific classified employee, either to the Board, a Board member, or an administrator, which in their opinion could impact on the employee's evaluation or continued employment, the Administration shall investigate.

ARTICLE XVI- GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by one or more classified employees that they have been affected by a violation, misinterpretation or misapplication of a specific provision of this Agreement, or violation, misapplication, or misinterpretation of Board Policy related to classified employees.
2. A "grievant" may be any member(s) of the CSEA currently employed at the District.
3. A "day", for the purpose of this Article is any day on which the central administrative office of the SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT is open for business.

B. Time Limits

1. The bargaining unit member who fails to comply with the established time limits may forfeit all rights to application of the grievance procedure.
2. The district shall comply with the established time limits or the grievance remedy sought shall be granted.
3. The time limits may be extended by mutual Agreement between the grievant and the District.

C. The Informal Process

1. Discussion with the immediate supervisor.

D. Level I

1. Within ten (10) working days after the occurrence of the act or the omission giving rise to the grievance, the grievant may file the grievance in writing on the grievance form (Article XVI - Appendix A) with CSEA President and the immediate supervisor.
2. Within ten (10) working days after receipt of the written grievance by the immediate supervisor, he/she will meet with the grievant and a representative of CSEA (if desired by the grievant) in an effort to resolve the grievance and render a written decision.

E. Level II

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) working days. (Article XVI - Appendix B).
2. Within ten (10) working days after receipt of the written grievance by the Superintendent or his/her designee, he/she will meet with the grievant and a representative of the CSEA (if desired by the grievant) in an effort to resolve the grievance and render a written decision.

F. Level III

1. In the event the grievant is not satisfied with the decision at Level II, he/she may within ten (10) working days of receipt of the Level II decision, appeal the grievance to the school board utilizing Level III form. (Article XVI - Appendix C). The Board shall review the grievance at its next regularly scheduled meeting.
2. The grievance statement shall include a copy of the original grievance, the decisions rendered, any supporting evidences, and a clear, concise statement of the reasons for the appeal. The employee may request, in writing, a hearing before the Board. The hearing will be conducted in closed session unless the person being grieved (defendant) requests the hearing in open session.
3. The Board shall communicate its decision in writing to the grievant within ten (10) working days. The decision of the Board shall be final and no further procedure is available to the grievant within the provisions of this Agreement.

General Provisions

1. If a grievance affects a group or class of unit members, or if the grievance arises from action or inaction on the part of a member of the administration above the immediate supervisor, the grievant shall initiate the grievance at Level II with a copy submitted to the local CSEA Chapter President.

2. Decisions rendered at Level I and II of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the local chapter President of CSEA. Time limits for appeal provided in each Level shall begin on the day following receipt of written decision by the parties in interest.
3. When it is necessary for a member of the Association or other representative designated by the local Chapter 600 CSEA to attend a grievance meeting hearing during the school day, he/she will, upon notice to the Superintendent by the local Chapter 600 President of CSEA, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any unit member whose appearance in such meetings or hearings, as a witness if necessary, will be accorded the same right.
4. All documents, communications and records dealing with the processing of a grievance, will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. The Board, Superintendent or any representative of the administration will take no reprisals of any kind as a result of the participation in the grievance procedure.
6. The time limits provided in this Article shall be considered maximum but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and the strict adherence to the time limits may result in hardship to any party, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
7. The Board agrees to make available to the aggrieved person and his representative all pertinent information and documents not privileged under law, in its possession or control and which are relevant to the issues raised by the grievance.

ARTICLE XVII- PERSONNEL FILES

Adverse action by the Board against an employee shall be based only on materials, which are contained in the employee's personnel file.

Unless otherwise agreed to by the involved employee, an employee's personnel file shall not include ratings, reports, or records, which were obtained prior to the employment of the employee.

An employee shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity, during the workday, to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

Upon written authorization by the employee, a representative of CSEA shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.

The person or persons who draft and/or place material in an employee's personnel file shall sign the material and signify the date on which such material was written and placed in the file.

Access to personnel files shall be limited to members of the District administration on a need to know basis.

Governing Board members may request the review of an employee's file at a personnel/closed session of a Governing Board scheduled meeting. The contents of all personnel files shall be kept in the strictest confidence.

The District shall keep a log indicating the persons who have requested to examine personnel files, as well as the dates such requests were made. Such log shall be available for examination by the employee.

The District shall maintain the employee's personnel files at the District's Central Office. The personnel files at the District Office may be examined pursuant to Article III B.3

Any material, such as that which may be part of the employee's annual evaluation, kept by the employee's immediate supervisor shall not contain anything that the employee has not already received a copy of and has had an opportunity to attach a response.

ARTICLE XVIII- CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by CSEA Chapter 600 or its officers, agents, or unit members during the term of this Agreement.

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, work-to-rule or other concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the DISTRICT by the CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
2. The CSEA recognizes the duty and obligations of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the DISTRICT by unit members who are represented by the CSEA, the CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
3. It is agreed and understood that any unit member violating this article may be subject to discipline up to and including termination by the DISTRICT. It is understood that in the event this article is violated, the DISTRICT shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in DISTRICT policy, or by the

Education Code from any unit member, and any unit members absent from work for the purpose of engaging in concerted activities prohibited by this article shall not be paid for such absence.

Savings Provision

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

Support of Agreement

The CSEA agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the DISTRICT and the CSEA.

Negotiations Procedure

1. Not later than the first Board meeting in March of the calendar year in which this Agreement expires, both parties shall begin to negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them. The Board and the CSEA may discharge their respective duties required by this Agreement by means of authorized officers, individuals, representatives, or committees. Either party may utilize the services of outside consultants.
2. Negotiations shall take place at mutually agreeable times and places. Meetings, and any adjourned portions thereof, shall be held within a reasonable time after receipt of written requests.
3. The CSEA shall designate a maximum of two representatives who shall receive a reasonable amount of release time without loss of compensation to attend negotiations sessions between the parties.
4. For the school years 2012-2013, Article 12 (Salary and Allowances), Article 13 (Health and Welfare Benefits), and Article 18 (Concerted Activities) shall be opened automatically. In addition, each party may select one current or new article for negotiations for the 2011-2012 school year.

For the school years 2012-2013, Article 12 (Salary and Allowances), Article 13 (Health and Welfare Benefits), and Article 18 (Concerted Activities) shall be opened automatically. In addition, each party may select one current or new article for negotiations for the 2012-2013 school year.

Effect of Agreement

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over any prior and/or inconsistent DISTRICT practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the DISTRICT.
2. The DISTRICT and the CSEA mutually agree that the terms and conditions set forth in the articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
3. The DISTRICT and the CSEA also mutually agree that this Agreement shall be in full settlement of all issues which were, were not, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
4. The DISTRICT has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement. The DISTRICT and the CSEA hereby each clearly and unequivocally waive their rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement. Any policies and practices of the DISTRICT in conflict with or inconsistent with the specific and express terms of this Agreement may be deleted by the DISTRICT. The DISTRICT may amend, change, or delete or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this Agreement.