

Collective Bargaining Agreement



Between

The Southern Humboldt Unified School District

and

California School Employees Association, Chapter 177

July 1, 2016 – June 30, 2019

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PREAMBLE

This is an Agreement between the Southern Humboldt Unified School District (hereinafter "District") and California School Employees Association and its Southern Humboldt Chapter 177 (hereinafter "CSEA") and is effective with its date of execution, as indicated in Article XXVIII.

ARTICLE I: RECOGNITION

1.1 CSEA

The District hereby acknowledges that CSEA is the exclusive bargaining representative of all classified employees except those lawfully designated as certificated, confidential, supervisory or management, substitutes, and short-term employees (hereinafter "Employees").

1.2 Job Information

The District agrees annually (on or before 10/1 of each year) to provide CSEA with the following information on all current employees, including name, address, classification, salary range and step, and telephone number, if available. The same information will be provided to CSEA for all employees hired after 10/1, as soon as practicable, but in no case later than ten (10) working days after hire. The district may exclude from this information the home addresses and/or home telephone numbers of employees who, independently and without solicitation, request in writing the nondisclosure of this information in accordance with the provisions of Government Code section 6254.3(a).

ARTICLE II: NO DISCRIMINATION

2.1 Discrimination Prohibited

No employee shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of his/her race, national origin, religion, marital status, age, sex, sexual orientation, physical handicap, or political opinions and/or affiliations.

ARTICLE III: ORGANIZATIONAL RIGHTS

3.1 CSEA Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- 3.1.1 The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related thereto.
- 3.1.2 The right to use without charge institutional bulletin board, mailboxes, and the use of the school mail system and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.
- 3.1.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and matters related thereto.
- 3.1.4 The District shall provide the CSEA Chapter President with the agenda and non-confidential back-up materials provided each board member for each regular and special school board meeting, in advance of the meeting. Last minute items will be provided at the meeting. It is expressly understood that the agendas shall serve as official notice to CSEA of District actions to be taken at that meeting on the agenda items listed.
- 3.1.5 In addition to actual time spent in negotiations and for the processing of grievances, CSEA will be entitled to a maximum of one-hundred-twenty (120) hours of release time, during each contract year, for activities directly related to collective bargaining, except in those years when one or more employees serve as a CSEA state officer or state committee member, then an additional forty (40) hours shall be available to cover release time for those activities. It is understood that the hours noted above may be taken in increments of one-quarter (1/4) hour or more, as needed. CSEA shall give the District not less than three (3) days advance notices of any such leave required except in the case of emergency. In scheduling its use of this leave, CSEA shall make every effort to minimize any negative impact on the District's operations.

3.2 Distribution of Contract

Subject to third party intervention, within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge, sufficient copies of this contract to supply each employee plus an additional thirty (30) copies to CSEA. Any amendment to this Agreement shall be handled in like manner.

ARTICLE IV: CLASSIFICATION

4.1 Definitions:

- 4.1.1 **Allocation:** Assigning a specific rate of pay (salary range) to a newly-created class. Part of the classification process.

- 4.1.2 Backfilling:** The process by which an employee temporarily assumes the position of another employee who is absent from duty, for the purpose of gaining additional hours, wages and/or job experience.
- 4.1.3 Class:** A group of positions sufficiently similar in duties, responsibilities, working conditions and required skills that they can be included in one (1) class description, with the same class title, and be paid the same rate of pay (salary range).
- 4.1.4 Classification:** The process of job analysis and documentation by which newly-created position(s) are defined and delineated in a formal class description, and allocated a specific rate of pay (salary range).
- 4.1.5 Class Description:** That document, commonly called a job description, which defines and delineates the duties, responsibilities, required skills, training and education applicable to incumbents in a class.
- 4.1.6 Position:** A collection of tasks performed by one (1) individual at one (1) work station, which may be as narrow as a desk (ex: Receptionist), or as broad as District-wide (ex: Maintenance).
- 4.1.7 Promotion:** A transfer in which an employee vacates a position on one (1) class to assume a different position in a class with a higher rate of pay (salary range).
- 4.1.8 Reallocation:** Assigning a different rate of pay (salary range) to an existing position or class of positions, either in conjunction with a reclassification, or as a result of a negotiated agreement between the District and CSEA.
- 4.1.9 Reassignment:** The process of physically relocating an employee, along with his/her position, from one (1) work station and/or work site to another, in response to a reorganization of all or a part of the District's operation.
- 4.1.10 Reclassification:** The process of job analysis and documentation by which existing position(s) are re-defined and delineated in an amended class description, in response to changes over time in the duties, responsibilities, working conditions and skills required of the incumbents. Reclassified position(s) may be reallocated to a higher rate of pay (salary range) if justified by the degree of change.
- 4.1.11 Transfer:** The process by which an employee vacates a position in order to assume a different position in the same, or a different class.
- 4.1.12 Y-rate:** An agreement negotiated by the District and CSEA by which an employee, employees or an entire class of positions, is placed in a class with a lower rate of pay (salary range), and continues to receive the

specific hourly/monthly rate of pay he/she received in the higher class until such time as the pay rate of the lower class exceeds that rate.

4.2 Placement in Class

Each bargaining unit position shall be placed in a class, with an agreed-upon class description, and shall be allocated to a salary range on the negotiated salary schedule. A master binder of all job descriptions shall be maintained at each work site.

4.3 Classification and Reclassification

Position classification and reclassification shall be subject to the mutual written agreement of the District and CSEA.

4.3.1 An employee or class of employees may request reclassification of their position(s) by submitting a written request to the District or CSEA. The District and CSEA agree to notify each other and the site administrator within five working days of receipt of a request.

4.3.2 All requests shall be screened by CSEA and the District prior to review. All requests which meet any of the criteria shall be reviewed by a review panel composed of the following: three representatives of District administration and three CSEA representatives.

4.3.3 The employee(s) requesting the reclassification shall present facts and substantiating evidence, either in person or in writing, to the review panel.

4.3.4 Criteria

4.3.4.1 The employee(s) have permanent, new or different skills, duties, tasks and/or responsibilities, which are not currently in the job description.

4.3.4.2 The position(s) are improperly placed on the salary schedule in relation to similar class or positions (i.e. clerical, maintenance, instructional assistants, etc.)

4.3.5 Review Panel

The review panel shall have the authority to recommend the following:

4.3.5.1 Range placement

4.3.5.2 Changes or update of job description

4.3.5.3 Title changes

4.3.5.4 Creation of a new classification or range

4.4 Assignment to Unit

All newly-created positions and classes of positions not exempted by law shall be assigned to the bargaining unit if the duties described in the class description are those which should reasonably be assigned to unit personnel.

4.5 Salary Placement of Reclassified Positions

When a position or class of positions is reclassified, the position or class shall be placed on the salary schedule at a range which is equal to or higher than the existing placement.

4.6 Incumbent Rights

When a position or class of positions is reclassified, the incumbents in the positions shall retain their positions, and shall be reallocated to the higher class, if reallocation occurs.

ARTICLE V: SALARIES AND FRINGE BENEFITS

5.1 Salary Schedule

The salary schedule is attached hereto as Appendix A.

5.1.1 Effective July 1, 2013, the salary schedule will be increased by 1%.

5.1.2 Effective January 1, 2015, the salary schedule will be increased by 3%.

5.1.3 Effective July 1, 2015, the salary schedule will be increased by 2.25%.

5.1.4 Effective July 1, 2016 add a step 7 to the schedule for all ranges with a 5% between step 6 and step 7.

5.1.5 Effective July 1, 2016 increase each step of the salary schedule by 1%.

5.1.6 Effective July 1, 2017 increase each step of the salary schedule by 2%.

5.2 Shift Differential

Any employee whose regularly assigned work shift includes any service performed between 8:00 p.m. and 4:00 a.m. the following day shall receive a shift differential premium of one hundred (100) dollars per month for each month worked.

5.2.1. All employees required to work a split shift of two hours or more will receive a differential compensation in the form of a one range salary increase so long as the split shift assignment continues.

5.3 Health Insurance

5.3.1 A medical plan, currently Blue Shield, through NCSMIG.

5.3.2 A dental plan, currently Guardian, through NCSMIG. Dental Benefits – implement Plan D-20 no sooner than July 1, 2016.

- 5.3.3 A vision plan, currently VSP Plan C, composite through NCSMIG.
- 5.3.4 The District will pay the following percentages of premium costs based on hours worked:

<u>Hours worked</u>	<u>Percentage</u>
7-8 hours	100%
6 hours	86%
5 hours	71%
4 hours	57%
3 hours	43%
2 hours	29%
1 hour	14%

Effective July 1, 2015, the District monthly contribution for health and welfare benefits for full time employees shall be one thousand one hundred and two dollars and forty-three cents (\$1,102.43)

Effective July 1, 2016, the District annual contribution for health benefits will increase by \$1200 for a full-time employee.

- 5.3.5 Employees must take dental, vision and medical insurance or nothing.
- 5.3.6 The District reserves the right to select the carrier and the method of payment for all insurance coverage stated above, provided that at no time may the District select insurance plans with benefits less than those in effect with the execution of this Agreement. Nothing in this section precludes the District from securing insurance plans with benefits greater than those in effect at the time of the execution of this Agreement. Under no circumstances may the District diminish the benefits in effect at the time of the execution of the Agreement prior to meeting and negotiating with the CSEA.
- 5.3.7
 - a. Employees retiring after fifteen (15) or more years of service and upon reaching 55 years of age or older shall be entitled to continue in the District paid group insurance package until attaining age 65. The District's premium contribution shall not exceed the contribution to active employees. The District's contribution for benefits shall end the last day of the month prior to the month the retired employee turns 65 provided that Medicare eligibility remains the beginning of the month the retiree turns 65 years of age. In the event that Medicare eligibility is changed beyond age 65, the District's contribution shall continue to the end of the month in which the retiree turns 65 years of age.
 - b. Employees hired after January 1, 2007, retiring after twenty (20) or more years of service and upon reaching 55 years of age or older shall be entitled to continue in the District paid group insurance package until

attaining age 65. The District's premium contribution shall not exceed the contribution to active employees. The District's contribution for benefits shall end the last day of the month prior to the month the retired employee turns 65 provided that Medicare eligibility remains the beginning of the month the retiree turns 65 years of age. In the event that Medicare eligibility is changed beyond age 65, the District's contribution shall continue to the end of the month in which the retiree turns 65 years of age.

c. Cash In-Lieu: Should a unit member not wish to take the retirement with benefits, he/she may opt for annual cash payments of \$9,000 per year during the same period of time as described above. Once a retiree selects this cash option, the retiree shall not be permitted to re-enroll in the health benefit program on an employer-paid basis. In the case of a part-time unit member, the \$9,000 cash payment shall be pro-rated pursuant to Article 5.3.4.

5.3.7.1 District shall pay by the following schedule:

<u>Hours worked</u>	<u>Percentage</u>
7-8 hours	100%
6 hours	86%
5 hours	71%
4 hours	57%
3 hours	43%
2 hours	29%
1 hour	14%

All employees not meeting the criteria in 5.3.7 may be eligible to remain in the group benefit package upon retirement but at their own expense.

5.3.8 The District agrees to establish and support an Internal Revenue Code 125 Flexible Spending Plan offered by American Fidelity Assurance or similar service provider mutually agreed upon by CSEA and the District effective within sixty (60) days of ratification of this agreement. The District will provide locations where unit members can meet with servicing representatives to allocate spending account funds each plan year. There will be no cost of plan administration to bargaining unit members.

5.4 Payroll Error

Any payroll error resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued within five (5) working days of the

employee's notification of the error to the District. Employees shall be paid on a monthly basis.

5.5 Meals

Any employee who is given a work assignment outside the District shall be reimbursed, upon written verification, for the cost of necessary meals to a maximum of the General Services Administration standard continental United States per diem meal rate. (In January, 2013 these rates were \$10 for breakfast, \$15 for lunch and \$31 for dinner.)

5.6 Mileage

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the maximum Internal Revenue Code deductible rate (not applied retroactively) for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business.

5.7 State Disability Insurance

5.7.1 Each employee shall have deducted from his/her pay an amount sufficient to pay premiums for State Disability Insurance (Unemployment Compensation Disability Fund).

5.7.2 The District agrees to contract with the State for a program of State Disability Insurance for all employees. Such program shall provide for a coordination of SDI basic benefits and accumulated sick leave to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the SDI basic benefit amount, equals a regular day's pay.

5.7.3 An employee shall have the option of accepting benefits as outlined above or retaining his/her SDI check so as not to affect the employee's accumulated sick leave.

5.7.4 If an employee opts to accept benefits, outlined in Section 5.7.2 above, the employee shall endorse and promptly deliver all SDI checks received. The District shall, in turn, issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions as required by law from that portion of the warrant in excess of the SDI benefit amount.

5.8 Lodging

An employee who must be lodged away from the District overnight as a result of a work assignment shall be provided lodging by the District or be reimbursed for full cost of same.

5.9 Longevity

Longevity will be granted at the rate of Fifty Dollars (\$50.00) per month at the beginning of the 10th full year of service in the District for all full-time employees and an additional Sixty Dollars (\$60.00) per month at the beginning of each 4th year thereafter based on the schedule attached hereto as Appendix-B for service within. Part-time employees will receive a pro-rata share.

5.9.1 All longevity will begin on July 1, of the fiscal year following nine (9) full years of service. A person must be employed by October 15 in order to get a full year of service.

5.10 Work Out-of-Class

Any employee who is temporarily assigned duties outside of his/her job class shall receive out-of-class compensation for the duration of the assignment in amounts that reflect the nature and volume of the out-of-class work assigned. No employee shall be assigned out-of-class work for more than forty (40) working days in any fiscal year.

5.11 Extra Duty

Bargaining Unit members who accept an offer of additional work for extra duty opportunities for athletic games and meets shall be compensated as follows:

Pay: Fifteen dollars per game or meet at home.

5.12 ROP Office Occupational Classes

Any unit member delivering these services shall earn an additional One Hundred Dollars (\$100.00) per month for the credential and Four Hundred Dollars (\$400.00) per month for all instructional and associated services in the District ROP program.

5.13 ROP Culinary Program Classes

Any unit member delivering these services shall earn an additional One Hundred (\$100). per month for the credential and Four Hundred (\$400.00) per month for all instructional and associated services in the District ROP program

ARTICLE VI: EMPLOYEE ASSISTANCE PLAN

6.1 Employee Assistance Plan

An Employee Assistance Plan is established to provide employees with prompt, confidential and economic access and referral to professional counseling services in response to life crises and problems. Employees who are experiencing difficulties in their lives due to marriage or family problems, the use of alcohol or other drugs, difficulty in relationships, financial problems, grief resulting from

death or other losses, or any other cause which is interfering with the employee's quality of life, are encouraged to make use of this program.

6.2 Referral

Employees who seek help through this program will be referred to a local counselor who is qualified and experienced in helping with the type of problem being experienced.

6.3 Payment

The District will pay for a maximum of five (5) counseling sessions per employee each fiscal year. This is intended to provide the employee with effective intervention and assessment at no cost to the employee. If the employee and counselor decide to continue a therapeutic relationship beyond five sessions, the cost is the employee's responsibility. The District group medical insurance program may pay some or all of these additional costs.

6.4 Procedure

Any employee who chooses to utilize the program may select a provider of his or her choice. It is the employee's responsibility to make the provider aware that the District should be billed. The staff at the selected provider can screen the employee's request for services, and direct the employee to the appropriate counselor within the agency. All information supplied to the provider and the District will be held in strict confidence, in accordance with the standards which apply to all medical records and information under California law. The provider's only contact with the District will be to confirm employee eligibility for District-paid services, and to bill the District on the basis of utilization of services. No information will be revealed concerning the reason(s) an employee requests services.

ARTICLE VII: HOURS

7.1 Work Schedules

The regular full-time work schedule is five (5) consecutive days of eight (8) hours per day, forty (40) hours per week and twelve (12) months per year. Though some positions may be scheduled for a shorter work year (e.g. 10 month employees) and/or work day (e.g. 3 hours per day), each employee shall be assigned a fixed, regular and uniform minimum number of hours per work day which shall not be for less than a five (5) consecutive day work week, Monday through Friday. Exceptions to this rule may be implemented by mutual agreement of CSEA and the District.

- 7.1.1** Vacant part-time positions shall be posted at all work sites within the District for six (6) working days prior to being advertised to the general public. Part-time employees may apply for additional part-time positions, so long as the total hours do not exceed eight (8) per day, and so long as the work schedules for the positions can be adjusted to accommodate the employee while still meeting the District's educational and operational needs.

When two (2) or more part-time employees meeting all of the above criteria apply in a timely fashion for an additional part-time position, and if their overall qualifications are approximately equal, the employee with the greatest seniority with the District (date of hire in all classes in which he or she served), shall receive the additional part-time position. If a junior employee has overall qualifications significantly greater than the senior employee(s), the junior employee may be transferred in preference to the senior employee(s).

- 7.1.2** All work time is compensable. Work time includes, in addition to an employee's regularly assigned work shifts and authorized extra time and overtime, any meetings, conferences and shop floor discussions required of an employee by the site supervisor or other administrator with authority to direct the employee's activities.

7.2 Overtime

Overtime shall be compensated at the rate of time and one-half the employee's regular rate of pay for any hours worked over eight (8) hours in a given day or forty (40) hours in a given week, or for work performed on the sixth and seventh consecutive day of the work week. If an employee is required to work on a holiday he/she shall be paid at the rate of time and one-half of his/her regular rate in addition to the regular pay received for this holiday.

- 7.2.1 Compensatory Time Off:** Employees may elect to take compensatory time off in lieu of cash compensation for overtime worked. Employees may accumulate up to a maximum of forty (40) hours of compensatory time. Employees who accumulate compensatory time in excess of forty (40) hours must either utilize the time within thirty (30) calendar days or be compensated for the time.

7.2.2 Seniority Selection of Extra Time and Overtime Work

Within the Maintenance and Operations Department employees may exercise seniority rights to elect to work available extra time and/or overtime work appropriate to their class(es). This right may be exercised by an employee to a maximum of ten (10) hours of accrued extra time and/or overtime per month, following which less senior employees may exercise the right in declining order of seniority. This right may be

exercised only on a work site basis for site-based employees, and District-wide for centrally assigned employees.

7.3 Rest Period

Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee. All employees working four (4) or more consecutive hours per day shall be granted duty-free rest periods which, insofar as practicable, shall be in the middle of each work period, as follows:

7.3.1 Employees working 4-6 consecutive hours per day, one (1) 15 minute break.

7.3.2 Employees working more than six (6) consecutive hours per day, two (2) 15 minute breaks.

7.4 Lunch Period

All employees who work five (5) hours or more per day shall be granted an uninterrupted, duty-free lunch period. The length of time for such lunch period shall be no longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled for full-time employees at or about the midpoint of each work shift.

7.5 Work Site Closure

Should an employee's work site close due to inclement weather or an Act of God, or should an employee be unable to travel to his/her work site due to same, the District shall provide work for the employee at an available alternate work site up to the employee's regular hours, excluding overtime. The employee shall bear responsibility for notification and request for alternate work in all such cases. Further, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified employees shall also receive regular pay. Employees are required to report for duty that day unless otherwise directed.

7.6 Weekend/Holiday Call In Time

Any 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 under this Agreement. Reasonable round trip travel time to the work site is included.

7.7 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime or call-back, on-call, or call-in time.

7.8 Standby Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

7.9 Recall Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. Reasonable round trip travel time to the work site is included.

7.10 Volunteer Time

It is understood that an employee cannot be both a paid employee and a non-paid volunteer while performing the same type of work for the same employer. All work that is suffered or permitted in excess of an employee's regularly assigned hours that is of the same type of work as his/her regular duties shall be compensated at the appropriate rate of pay under this Agreement. It is understood that any volunteer time is intended to supplement not supplant paid employee time. Nothing in this Section is intended, by either party, to inhibit or restrain employees from volunteering in any permissible activities of their choice.

7.11 Early Call In

This provision applies to work that is assigned to an employee after s/he has left the worksite following completion of that day's regular work shift or that week's regular work schedule, and before s/he arrives at work for the next regular work shift (either the next day or the next week), and which continues directly into the employee's next regular work shift. This last factor distinguishes early call in time from recall time under section 7.9. An employee eligible for early call in time shall receive double the normal rate of pay for all time worked before the regular work shift begins. This compensation includes reasonable travel time from home to work, also at double time. However, if the extra work is assigned to the employee at least 48 hours before the work is to begin, then no special premium rate applies. In that case, compensation shall be at the appropriate regular or overtime rate established elsewhere in this Article.

ARTICLE VIII: EMPLOYEE EXPENSE AND MATERIALS

8.1 Uniforms

The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of protective clothing to all bus mechanics, food service, maintenance and custodial employees.

8.1.1 The District retains the right to determine the manner in which the above is secured for employee use.

8.2 Tools

The District agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

8.2.1 Employees Designated: Transportation Shop Foreman, and Mechanic I & II (Transportation) shall be required to provide an appropriate set of tools for the position. The District agrees to pay each employee Four Hundred Dollars (\$400.00) annually for tool allowance. This allowance shall be paid out in the July pay warrant. The District agrees to pay for any employee owned tools that are stolen. Each employee will supply their direct supervisor with an inventory list of personally owned tools kept at the work site by July 31 of each fiscal year. It is the employee's responsibility to update (add/delete) their personal tool list inventory through the year. In the event of stolen property, the District reserves the right to replace tools with an equivalent quality item(s).

8.3 Replacement or Repair of Employee Property

The District will pay for the replacement of personal property of a utilitarian nature and reasonably required for normal performance in the position, up to a maximum of Two Hundred Fifth Dollars (\$250) per claim and a maximum of two (2) claims per contract year.

8.3.1 Examples of items for which the District agrees to compensate for loss or damage to specific utilitarian personal property necessary for employee job performance are prescription eyeglasses, orthopedic prostheses and safety shoes.

8.3.2 Nothing in this section shall be construed to provide for routine customary repair and replacement. It is expressly understood that the purpose of this section is to provide for unreasonable breakage and unreasonable wear and tear.

8.4 Safety Equipment

Should the employment duties of an employee reasonably require use of any equipment or gear to insure the health and safety of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee

for the full cost of procuring such. The District retains the right to determine whether the equipment will be purchased or the employee reimbursed.

8.5 Physical Examination

The District agrees to provide the full cost of any medical examination required as a condition of continued employment, such examination to be scheduled to occur during the employee's regular working hours.

ARTICLE IX: HOLIDAYS

9.1 Schedule Holidays

The District agrees to provide all employees with the following paid holidays:

New Years	Two (2) days
Martin Luther King's Day	January 15
Lincoln Day	February 12
Presidents' Day	Third Monday in February
Spring Vacation	Friday of the week of spring recess
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	One (1) day
Admission Day or alternate	One (1) day
Veteran's Day	November 11
Thanksgiving Day	Two (2) days
Christmas	Two (2) days

The governing board may revise the date upon which the schools of the district close in observance of any of these holidays, as permitted by law.

9.2 Additional Holidays

Every day declared by the President or Governor of this state as a public fast, mourning, Thanksgiving, or holiday, or any day declared by the Governing Board under authority of the Education Code shall be a paid holiday for all employees.

9.3 Holidays on Saturday or Sunday

When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When the holiday falls on Sunday, the following work day (which is not a designated holiday) shall be deemed to be that holiday. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

9.4 Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

9.4.1 Employees who are not normally assigned to duty during the Christmas Holidays and New Year's Holidays, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

9.5 Holiday Pay

Pay for a holiday shall be the same as if the employee had worked that day.

9.5.1 Employees who are not normally assigned to duty during the Christmas holidays and New Year's holidays, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE X: VACATION PLAN

10.1 Eligibility

All employees shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 - June 30.

10.2 Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned. Except as otherwise provided in 10.6, an employee may not accrue more than the equivalent of two (2) years of earned vacation at any time. If an employee accumulates two years worth of vacation, the District may require the employee to take time off or receive compensation so that the total does not exceed the stated limits.

10.3 Accumulation

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

10.3.1 From the first month through the fourth complete year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service. Commencing with the fifth anniversary of service, vacation time shall be earned and accumulated at the rate of one and one-fourth (1.25) days vacation for each month of service. After eight (8) years of service, vacation shall be earned and

accumulated at the rate of one and one-half (1.50) days vacation for each month of service.

10.3.2 Twelve Month Employees (example)

1 Month through 4 Years	12 Days Vacation
5 through 8 Years	15 days vacation
9 years and more	18 days Vacation

10.4 Vacation Pay

Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status.

10.5 Vacation Pay Upon Termination

When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. In the event that an employee leaves the classified service after having used more vacation leave than the amount earned, the unearned portion shall be deducted from his/her final warrant.

10.6 Vacation Postponement

If an employee's vacation becomes due when he/she is on sick leave, he/she may request that his/her scheduled vacation dates be changed. The District shall grant such request and inform the employee of vacation dates available at that time. The employee may then elect to reschedule his/her vacation in accordance with the dates available or may elect to carry over the vacation to the following year.

10.6.1 Except for occasions when the District must modify the adopted school calendar in order to avoid potential loss of ADA, employees whose scheduled vacations are canceled by the District and who suffer financial loss because of the cancellation, such as loss of advance deposit for travel, lodging, or special event, shall be reimbursed by the District upon presentation of proof of loss by the employee.

10.6.2 If for any reason an employee is not permitted by the District to take all or part of his/her annual vacation, the amount not taken shall be carried over to the following year or the employee may elect to receive compensation in lieu of vacation time.

10.7 Holidays

When a holiday falls during the scheduled vacation of any employee, that day will not be counted as a vacation day.

10.8 Vacation Scheduling

Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest hire date seniority shall be given his/her preference.

10.8.1 Twelve Month Employees:

10.8.1.1 It is preferred that employees schedule vacations during periods when regular school is not in session. Exceptions to this provision may be made on an individual basis.

10.8.1.2 The District agrees to distribute the adopted calendar widely throughout the District within five (5) days following its adoption.

10.8.2 Employees Working Less Than Twelve Months:

10.8.2.1 Employees working less than twelve (12) months per year are not normally permitted to take scheduled work time off for vacation. These employees may receive their vacation pay during the winter and spring academic recesses, or at the end of the academic year.

10.8.2.2 Exceptions to this rule may be made on an individual basis and only under extraordinary circumstances.

10.9 Interruption of Vacation

An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE XI: LEAVES

11.1 Definition

Leave is hereby defined as any absence authorized by law, by this agreement, or by advance approval of the Board or administrator delegated the authority to approve such absences. Unpaid leaves of absence greater than two (2) calendar weeks of duration shall require approval by the Board of Trustees. Leaves not specifically listed in this Article may be granted with or without compensation to the employee. Leaves for further training, study, experience, or personal endeavors may be applied for under this article, provided the training, study, or experience will be beneficial to the District, its students, or the employee.

11.2 Timing of Leaves

Courteous scheduling of discretionary leaves contributes to workplace harmony and conserves District revenues. Employees are entitled to make full use of all available leaves as circumstances dictate. However, employees are requested to schedule periods of discretionary leave (sick leave for elective surgery, personal necessity leave and personal leave) during periods of time when their absence will result in minimal workload problems for the remaining staff or will not require the employment of a substitute to replace the employee.

11.3 Sick Leave

Employees shall be granted paid leave of absence for illness or injury. Such leave shall be accumulated at the rate of one (1) day of paid leave for each month of service rendered. Employees assigned less than five (5) days per week shall receive a proportionate accumulation as the number of days they are assigned to work per week bears to five (5). Pay for each day of leave shall be the same as if the employee worked that day.

- 11.3.1** Credit for sick leave need not be accrued by the employee prior to taking such leave. However, a new employee shall not be eligible to receive more than six (6) days' credit until completion of six (6) calendar months of service with the District.
- 11.3.2** Permanent employees shall be credited annually on July 1 with the full year's sick leave, in addition to that which has been accumulated but not used in previous years. Unused sick leave remaining at the end of each year shall be accumulated from year to year without limitation.
- 11.3.3** An employee who leaves employment during a school year who has used more sick leave than he/she has accumulated up to the last day of service, shall have the unearned days deducted from the final pay warrant.
- 11.3.4** Any employee who uses three (3) days or less of sick leave during a year shall receive a bonus accumulation of two (2) days sick leave, in addition to the normal accumulation, for the succeeding year.
- 11.3.5** There shall be no cash reimbursement for unused accumulated sick leave at the time of separation from service. However, an employee may convert unused accumulated sick leave to retirement credit at the time of retirement.
- 11.3.6** Sick leave shall not be used for vacation or other recreational purposes.
- 11.3.7** Employees may transfer unused accumulated sick leave from a former school District of employment into this District, if the former employment was for a year or longer, if the employee left the former District within a year of beginning employment with the District, and if

the former employment was not terminated for cause. Employees may transfer unused accumulated sick leave from this District to another under the same terms.

- 11.3.8** Sick leave may be utilized in increments of one (1) hour for absences not requiring a full day of leave. Routine appointments for medical, dental, vision, and other health care services qualify for sick leave usage.
- 11.3.9** The District reserves the right to require verification that sick leave claimed has been used for authorized purposes and verification of the employee's fitness for returning to work. Such verification may include copies of bills from health care providers, or the employee's signed statement verifying that sick leave claimed was utilized for an authorized purpose. Employees should anticipate the need for verification when they are absent for three consecutive days or more.
- 11.3.10** Employees shall give their immediate supervisors as much advance notice as possible of their need to use sick leave. Such notice should be at least one (1) hour in advance, except in the case of emergency.
- 11.3.11** Absences necessitated by pregnancy, complications thereof, childbirth and post-partum recovery qualify for sick leave usage, so long as the employee is off work under the written instructions of her medical advisor. A copy of such instructions shall be provided to the employee and shall specify the anticipated delivery date, the last date the employee may safely perform her duties, and the estimated period of recovery following childbirth. Pregnant employees shall keep the District currently informed about anticipated absence dates around childbirth. The employee shall provide the District with a written statement from her medical advisor when she may safely return to work. Unpaid leave of absence for child rearing purposes, following recovery from childbirth, is available under Section 11.8 and must be applied for separately.
- 11.3.12** Many uses of sick leave also qualify for State Disability Insurance under Article V Section 7. Explore your eligibility for this benefit with the Business office.
- 11.3.13** Employees shall have the right to voluntarily contribute unused accumulated sick leave credit to another unit member who has exhausted all available sick leave, industrial accident and illness leave, compensatory time off and vacation, and is still unable to return to work. CSEA shall be responsible for soliciting contributions on behalf of a requesting employee. CSEA will then provide the District with a list of donors and the total number of days that each unit member has authorized to be donated. The District will begin deducting sick leave from the top of the list taking one day from each donor until the list has

been completely gone through. At that point, the District will start at the top of the list and begin the process again until such time as the employee returns to work or all donated sick leave has been exhausted. Contributions from employees shall be made in multiples of a whole day only and no employee may contribute more than five (5) days in response to one (1) request. No employee who has accumulated fewer than twenty (20) days sick leave may make a donation to another employee. Donations to another employee shall not adversely affect an employee's rights under Section 11.3.4.

11.3.14 The District will prepare a quarterly report in October, January, March and June, which lists each employee's accruals of vacation and sick leave. This report will be given to each site supervisor, who will provide employees with their personal accrual information upon request.

11.3.15 Employees are entitled to use not more than six (6) days of accrued sick leave each year to attend to an illness of a child, parent, spouse or domestic partner of the employee. The words "child" and "parent" include biological, foster, step- and adopted parents, children, legal wards and legal guardians, and the child of a domestic partner.

11.4 Substitute Differential Pay

An employee who is absent due to illness or injury, whether industrial or non-industrial, who has exhausted all paid leaves, compensatory time off and vacation to which he/she is entitled shall, during the first five (5) months of absence, receive not less than the difference between his/her normal salary and any wages actually paid a substitute hired to replace him/her. If no substitute is hired, the employee shall receive his/her normal salary.

11.5 Industrial Accident/Illness

An employee suffering an illness or injury arising out of and in the course and scope of his/her employment shall be entitled to a paid leave of absence of not more than sixty (60) working days in any one (1) fiscal year for the same illness or accident. This leave shall not be accumulated from year to year and, when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or accident occurred.

11.5.1 Industrial Accident and Illness Leave is separate from and in addition to any benefits an employee may be entitled to under the Workers Compensation laws of the State. However, if the employee is receiving Workers Compensation temporary disability benefits, they must be coordinated to the effect that the combined benefit does not exceed the employee's normal wage for the day.

- 11.5.2** Industrial Accident and Illness Leave is to be used in lieu of normal sick leave. When entitlement to industrial accident and illness leave is exhausted, the employee may then use normal sick leave, accumulated compensatory time off and vacation. All such compensation must be coordinated with any temporary disability benefits the employee may be receiving under Workers Compensation, to the effect that the employee receives no more than the normal wage for the day.
- 11.5.3** Any time an employee on industrial accident and illness leave is able to return to work, he/she shall be restored to his/her position without loss of pay or benefits.

11.6 Extended Illness Leave

Whenever an employee on sick leave or industrial accident and illness leave is unable to resume his/her duties upon exhaustion of available paid leaves, he/she may request to be placed on an unpaid leave of absence for a period not to exceed one (1) year. The employee may request additional periods of leave if he/she is still unable to return to duty at the end of that leave. An employee who becomes able to return to duty during any approved unpaid leave of absence shall be restored to a position in his/her former class, at the same number of hours held prior to the absence, but not necessarily the position he/she previously held. The period of unpaid leave shall not be considered a break in service, except that the employee's seniority hire date shall be rolled forward an amount equal to the duration of the leave.

11.7 Break in Service

No absence under any paid leave of absence provided by this Agreement shall be considered a break in service. During all paid leaves of absence, employees shall continue to accrue all benefits of regular employment, including seniority, as if they were in active service.

- 11.7.1** No approved absence under any unpaid leave of absence, with the exception of family and medical leave, provided by this Agreement shall be considered a break in service. However, unpaid leaves greater than two (2) weeks in duration will result in an employee's seniority hire date being rolled forward an equivalent amount of time. Employees do not accrue seniority while on unpaid leaves of absence for periods longer than two (2) weeks. An employee on family and medical leave under section 11.17 is entitled to continue receiving District contributions toward group insurance benefits on the same basis as if the employee were working.
- 11.7.2** An employee returning to service from any paid leave of absence shall be restored to the position held at the time the leave commenced.

- 11.7.3** An employee returning from an unpaid leave of absence shall be restored to a position in the former class equal in hours to the position held at the time of commencement of the leave, but not necessarily the position he/she previously held.
- 11.7.4** An employee on an unpaid leave of absence may continue to receive group insurance coverage provided by this Agreement, if he/she makes advance payment of premiums, to be arranged with the Business Office. It is the employee's responsibility to make these arrangements, not the District's.

11.8 Parental Leave

Employees may be granted unpaid leaves of absence for child rearing purposes, either as an extension beyond paid leave used for maternity purposes under Section 11.3.11, or independent of maternity such as for adoption purposes, at times of child custody changes, or for other needs. Parental leave is gender-neutral, and may be granted to employees of either sex. Requests for parental leave shall be submitted as far in advance of the proposed starting date of the leave as possible, in normal circumstances at least six (6) months in advance, to permit the District ample time to make substitution arrangements. Failure to request leave with sufficient advance notice may result in its denial. Parental leaves may be granted for periods of time up to a year in duration, and all requests should include the date on which the leave will terminate.

11.9 Bereavement Leave

Employees shall be granted paid leave of absence in the event of the death of any member of the employee's family or significant other. The leave shall be for a period not longer than three (3) working days or five (5) working days if travel in excess of two hundred (200) miles one-way, or travel out-of-state is required.

11.10 Personal Necessity Leave

An employee may elect to utilize all sick leave accrued in the current year for reasons of personal necessity. Personal necessity is defined to include emergencies involving family members or the employee's property, necessary legal business, and matters of compelling personal concern to the employee which cannot lightly be disregarded, and which cannot be handled outside of working hours.

11.10.1 Employees shall submit requests for personal necessity leave to their immediate supervisor at least two (2) days in advance of need, except when circumstances of the leave make this impossible.

11.10.2 An employee shall not be required to provide an explanation for a personal necessity leave. The District may request, but not require, that

the employee reschedule personal necessity leave if it negatively impacts the operations of the District.

11.11 Judicial Leave

Employees are entitled to a paid leave of absence when subpoenaed to appear as a court witness, to answer a court summons, or when called to serve on a court jury. The employee shall provide the District a copy of the subpoena or summons as far in advance of the leave as possible, but in no event less than two (2) days prior to the leave. While on Judicial leave, the employee shall receive his/her regular salary. Mileage reimbursement shall be retained by the employee.

11.12 Military Leave

An employee shall be entitled to any military leave provided by law, and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

11.13 Staff Development Leave

To encourage and enable employees to enhance their value to the District through further job-related education, the upgrading of their skills, or retraining for a different needed position, a Staff Development Leave has been established. After completing seven (7) years of service in the District, an employee is eligible to apply for a leave from one (1) to ten (10) months at Fifty Percent (50%) of full pay.

11.13.1 An eligible employee may, on a leave request form provided by the Superintendent's Office, apply through his/her supervisor for a leave to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education. The written application must present a detailed description of the proposed activities of the leave and the potential value of these activities to the District. If the employee intends to enroll in school, the application must identify the educational institution to be attended and, by academic term, a list of courses (with course descriptions) the employee is interested in taking. The application shall contain precise dates for the beginning and ending of the leave.

11.13.2 All applications for the succeeding college year must be received by the Superintendent before December 15. Each application that has been submitted and has received the recommendation of the immediate supervisor and the appropriate administrator shall be forwarded to the Classified Staff Development Leave Committee for review and recommendation to the Superintendent. The Committee shall be composed of two (2) CSEA representatives designated by the Chapter President and two (2) administrators designated by the Superintendent,

one (1) of whom will serve as chairman. The percentage of classified staff to be granted Staff Development Leaves will be negotiated each year. If the number of recommended applications exceeds the number agreed upon for the year, the Committee shall establish procedures for deciding which leaves shall be recommended to the Superintendent for submission to the Board of Trustees. Board-approved leaves will be announced by March 1 of each year.

11.13.3 If a leave is granted, the employee must agree in writing to render, upon return from leave, a minimum of two (2) years of service to the District. Failure to render this service will require the employee to refund the salary paid by the District during the leave. Within thirty (30) days of return from a leave, the employee shall submit a written report of the activities of the leave, emphasizing the value to the District. The report shall be submitted to the Classified Staff Development Leave Committee. If the employee attended school while on leave, a transcript or other appropriate documentation of study shall accompany the report or be submitted as soon as it is available.

11.13.4 During the leave the employee will be entitled to all the benefits of classified contract employees except that only fifty percent (50%) of service time will be credited by the Public Employees Retirement System. The employee may, however, arrange to make a contribution to the System to insure full service credit for the period of the leave as provided by the regulations of PERS. During the leave the employee shall earn fifty-percent (50%) of the normal credit for sick leave and seniority. No vacation credit shall be earned during a staff Development Leave. The employee shall be entitled to district-paid health benefits at the pro-ration appropriate for the number of hours worked prior to the leave being approved.

11.14 Personal Leaves

A leave of absence may be granted to an employee on an unpaid basis at a time when the employee's presence on any particular day is not crucial and a qualified substitute (where applicable) is available. (It is the intent of CSEA and the District that personal leave be granted where the stated conditions are met.)

11.15 Emergency Service Leave

The District shall grant paid emergency service leave to District employees called to service by state or local jurisdictions. Such leaves shall be granted to an employee as long as the employee's presence is not crucial to the operation of the District and the duration of the leave shall not exceed ten days. Responding employees are expected to return to work to complete their shifts upon release by the appropriate agency, if time and distance permit. In the event the employee

receives compensation greater than the employee's daily rate, then the leave shall be on a non-paid basis. Compensation less than the employee's daily rate shall be turned over to the District minus the cost of mileage. At no time shall an employee leave students unattended/unsupervised to perform emergency services.

11.16 General Leaves

When no other defined leave is available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time and upon any terms acceptable to the employee and the District. The District shall promptly notify CSEA of the nature, duration and employee affected by any leave granted under this Section.

11.17 Family and Medical Leaves

Pursuant to State and Federal Law, employees who have served with the District for one year or longer may take up to twelve weeks of unpaid leave each year for the birth of a child, fostering or adoption of a child, to care for a parent, child or spouse with a serious health condition, or to care for the employee's own serious health condition. The employee shall give the District as much advance written notice as possible of the need for leave. The District may require medical verification if the leave is for the employee's serious health condition. During a period of leave, the employee is entitled to continue receiving District-paid group health and welfare benefits under the same terms as when the employee is in active status. Upon expiration of leave, the employee shall be restored to his/her former position or to an equivalent position if the former position is not available. Employees may use his/her accumulated sick leave during family medical leave provided he/she maintains an accumulated leave balance of at least 20 days.

11.18 Leave Form

All of the leaves identified in this Article may be applied for on the District Standard Leave Form, a copy of which is attached hereto as Appendix C.

ARTICLE XII: TRAINING & PERSONAL GROWTH

12.1 In-service Training

The District shall provide a program of in-service training for all employees, designed to maintain high standards of performance, increase employee skills, establish standardized operating procedures and effective communications and interaction throughout the District, and develop camaraderie and high morale among employees. In-service training may include aspects of education,

training, communications and social interaction as required to develop a balanced, smoothly-coordinated overall District operation.

12.1.1 In-service training shall normally be scheduled during normal working hours, and shall be counted as hours worked for all payroll purposes. Employees on unusual or late work schedules may have their schedules temporarily adjusted to permit their attendance at in-service programs without creating an overtime pay obligation for the District.

12.2 Specific Occupational Training

The District may from time-to-time require that an employee attend a formal training and/or education program away from the District to acquire specific skills, abilities, knowledge, licensing or certification to the District's benefit.

12.2.1 Specific occupational training shall be counted as hours worked for all payroll purposes. Employees attending such training shall be compensated for travel, lodging and meal expenses appropriate to the nature and duration of the training assignment. Any tuition, books or materials expenses shall be paid by the District.

12.2.2 Specific occupational training which by the nature of the work is necessary to a specific position or positions may be required of the incumbent(s) without regard to qualifications or seniority.

12.2.2.1 Specific occupational training which is not necessary to any particular position or positions shall be offered to all employees in the appropriate class(es). Selection by the District shall be based on qualifications and seniority among those employees who apply. Qualifications shall take precedence over seniority, which shall prevail when qualifications are approximately equal.

12.2.2.2 Upon written request, any employee passed over for a training opportunity on the basis of qualifications will be informed of the reasons why he/she was deemed unqualified.

12.3 Training Programs

Whenever in-service training programs are to be developed for employees at any work site or centrally-located Department, CSEA shall have the right to appoint members to any committee established for that purpose, whether at a work site or at District level. Committee meetings shall be considered hours worked for those committee members appointed by CSEA.

12.3.1 Monies budgeted by the District each year in category 5200, conference and travel, shall be made available for utilization by classified employees.

12.4 Professional Growth Increments

The District shall provide Professional Growth Increments, to be granted to classified employees upon completion of nine (9) quarter/six (6) semester units of job related course work. Any courses completed prior to the beginning date of the professional growth policy, shall not count towards advancement under this policy. The increment advancement shall be one (1) range for each nine (9) quarter/six (6) semester units to a maximum of twelve (12) ranges.

12.5 Provisions Applying to Professional Growth Increments

12.5.1 Annual Calendar for submitting qualifying documents to the Payroll Clerk

12.5.1.1 April 1, final date for filing the standard form, "Request for Professional Growth Increment." Note: This timeline applies to filings for courses previously completed as well as course currently in progress if the employee wishes to receive professional growth credit next July 1.

12.5.1.2 June 30, final date for submitting verification of all qualifying units.

12.5.1.3 July 1, new salary increment takes effect.

12.5.2 Courses that apply to professional growth increments

12.5.2.1 All job related classes successfully completed in an adult education program.

12.5.2.2 All job related classes successfully completed at a junior college, college or university.

12.5.2.3 All job related courses successfully completed in workshops sponsored by a recognized educational agency or industrial organization.

12.5.2.4 All job related classes successfully completed at private business or trade schools.

12.5.3 Unit Credit Schedule

12.5.3.1 Full value of quarter/semester credit granted by junior colleges, colleges or universities.

12.5.3.2 Adult education courses, workshops or other courses where units are not offered.

10 hours	1 quarter unit
15 hours	1 semester unit
20 hours	2 quarter units
30 hours	2 semester units
30 hours	3 quarter units
40 hours	4 quarter units

12.5.4 Approved areas of job related courses for all employees

12.5.4.1 Any course in a subject area taught in the Southern Humboldt Unified School District except P.E. and any course that will contribute to the professional and personal development of the employee.

12.5.5 Limitations and Clarifications

12.5.5.1 All units for range advancement purposes must be at employee's expense.

12.5.5.2 In-service Education and workshops sponsored by the Southern Humboldt Unified School District may count towards range advancement, provided the employee is not on paid District time during the in-service or workshop session.

12.5.5.3 No employee may advance more than one (1) range in any one (1) school year.

12.5.5.4 Courses that are audited or credit/no credit may not be counted for range advancement.

12.5.5.5 All credits may be accumulated toward range advancement.

12.5.5.6 Any first aid or CPR course, which deals with the safety and health of students, will count towards range advancement.

12.5.5.7 With the exception of an AA or higher degree, courses completed prior to employment with the District shall not be eligible for professional growth credit.

12.5.5.8 A full-time employee holding a degree from an accredited college or junior college will receive an additional Fifty Dollars (\$50) per month for an Associate or higher degree. All employees working part-time will receive a pro-rata share.

12.5.6 Professional Growth Committee

12.5.6.1 A committee shall be appointed when needed which shall consist of two (2) CSEA members appointed by the CSEA

President and two (2) members appointed by the administration. The committee shall annually select a chairperson from among its members.

- 12.5.6.2** The duties of the committee shall be to establish procedures, approve individual research projects, arrange for workshops and institutes which qualify for professional growth credits, approve applications for professional growth credit and settle any disputes arising within the professional growth program.
- 12.5.6.3** All decisions and recommendations shall be advisory to the Board of Trustees. The decisions of the Board of Trustees shall be final.
- 12.5.6.4** The committee shall meet whenever there is business to conduct.
- 12.5.6.5** The committee shall annually report to the Board of Trustees and public during the month of October on professional growth activities during the preceding year.

ARTICLE XIII: TRANSFERS AND REASSIGNMENT

13.1 Posting Requirement

When a vacancy within a unit position is created through the dismissal, demotion, death, abandonment, promotion, resignation, transfer or retirement of an employee, or action by the District to create a new position, such vacancy shall be posted within all work locations of the District and a copy sent to the CSEA President within ten (10) working days of the establishment of the vacancy, and shall remain posted at all such locations for not less than six (6) working days prior to being filled. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee. Substitutes shall not be employed to fill a vacant position for more than a total of thirty (30) working days.

13.2 Application Requirement

Any employee may apply for the vacant position by submitting a written application to the Personnel Department of the District within the posting period. An employee on leave of absence during the posting period may have his/her application submitted by CSEA. The District shall give all employees

serious consideration for employment in any vacant position for which they apply in a timely fashion.

13.3 In-Class Transfer

When a permanent employee currently serving in the class, or an employee on a rehire list for the class, in which the vacancy exists applies in a timely fashion for transfer to the position, he/she shall be granted the transfer. When two (2) or more employees meeting the qualifiers above apply in a timely fashion for transfer to the position, the employee with the greatest seniority in the class (date of hire in the class plus higher classes), shall receive the transfer. This Section shall prevail over succeeding Sections in the event of conflict except where specified in the Transportation article of this Agreement.

13.3.1 If the District believes that a particular employee who is the senior applicant for an in-class transfer would not perform satisfactorily in the vacant position, the District may ask CSEA for an exception to the "seniority rules" rules above. The District is responsible for providing CSEA with objective information in support of the request for exception. CSEA shall make a good faith decision based on the information provided by the District.

13.4 Cross-Class Transfer (Promotion, Demotion and Lateral)

When an employee serving in a class other than the class in which the vacancy exists, who possesses the minimum qualifications for the vacant position listed in the class description, applies in a timely fashion for transfer to the vacant position, he/she shall be granted the transfer when his/her overall qualifications are equal or superior to those of all outside applicants.

13.4.1 When two (2) or more employees meeting all of the above criteria apply in a timely fashion for transfer to the position, and if their overall qualifications are approximately equal, the employee with the greatest seniority with the District (date of hire in all classes in which served), shall receive the transfer. If a junior employee has overall qualifications significantly greater than the senior employee(s), the junior employee may be transferred in preference to the senior employee(s). This Section shall prevail over the succeeding Section in the event of conflict.

13.5 Open Transfer

When no employee qualified for automatic transfer to a vacant position under Sections 13.3 and 13.4 applies for transfer, the District may fill the vacant position through the transfer of another employee applicant, if any, or an outside applicant.

13.6 Involuntary Transfer

The District may involuntarily transfer employees only when extraordinary circumstances exist, including as an alternative to disciplinary action, and to defuse irreconcilable personality conflicts. Involuntary transfers shall not be implemented arbitrarily, and shall not be utilized to avoid layoffs.

13.7 Posting Information

All vacancy posting required under this Article shall include the class title of the vacant position, the daily hours and annual number of days of employment of the position, the work site and work station of the position, and shall include either the hourly or monthly salary steps of the salary range assigned the position.

13.7.1 At least two (2) weeks prior to each summer recess, the District shall solicit the names and current mailing addresses of any employees who wish to be notified of any vacancies that may occur during the recess period. Notices of any and all such vacancies shall be sent in a timely manner, postage prepaid by U.S. Mail to those employees. Such notices shall include the information detailed in Section 13.7 of this Article.

13.8 Unsuccessful Applicants

Upon written request of the Personnel Department of the District, any unsuccessful applicant will be informed of the reasons why he/she did not receive the transfer.

13.9 Salary Placement Upon Transfer

An employee receiving a transfer shall be placed on the same salary step in the new range (if any) as placed on prior to transfer. A transfer does not interrupt the employee's normal step progression.

13.10 Promotional Due Process

A permanent employee who receives a cross-class transfer to a higher job class, and who is required by the District to serve a probationary period in the new position, shall be afforded the due process rights of a permanent employee in the event of disciplinary action during the probationary period. If the employee fails to successfully complete the probationary period in the higher class, he/she shall be placed in a position in the former class equal in daily and annual hours of employment to the position from which he/she was transferred.

13.11 Reassignments

Employees may from time to time be impacted by reorganizations of the District's operations resulting in physical movement of the employee and his/her position from one work station and/or work site to another. An example is splitting grade levels between two elementary schools both formerly K-6, to where one is K-3 and the other is 4-6. Instructional Assistants might be

reassigned with their classroom assignment from one school to the other. When such reassignments occur, employees shall move along with their positions and shall suffer no reduction in hours, wages, and benefits. Reassignments which result in significant geographic movements which increase employee travel time more than one half (1/2) hour per day shall result in the employee receiving mileage and compensation for the additional distance and time for one calendar year.

13.12 Backfilling

The purpose of this Section is to provide opportunities for employees to temporarily increase their number of hours of work, temporarily increase their wages and/or acquire experience in a different job assignment.

- 13.12.1** When the District determines to fill a position held by an employee who is absent from work for a period of time known by the District to last forty (40) days or longer, the District shall fill the temporarily vacant position promptly, but in no event later than ten (10) working days after the District has received notification and/or confirmation of the duration of absence.
- 13.12.2** Prior to seeking outside applicants for such temporarily vacant positions, the District shall offer the opportunity to employees by posting the opportunity in all work locations for not less than five (5) working days.
- 13.12.3** In the event qualified employees make timely written application for the back-filling opportunity, the employees shall be selected in preference to outside applicants.
- 13.12.4** For the purposes of this Section, employees accepting backfilling assignments will be considered substitute employees for the duration of the assignment, but will continue to receive normal pay rate, appropriately prorated benefits, leaves and other terms and conditions of employment during the assignment. If the assignment involves more hours than the employee's regular position or service in a higher job class, the employee shall be compensated accordingly. Upon conclusion of the backfilling assignment, the employee shall be returned to his/her regular position, and shall receive seniority credit for the back-filling assignment as if the service had been performed in his/her regular position.
- 13.12.5** At the conclusion of the originally-stated term of the absence, the temporarily-vacant position will be a) re-filled by the incumbent who had been absent; b) extended by virtue of extenuating circumstances, in which case the position may again be made available for backfilling if qualifying circumstances continue to exist, or c) if the incumbent has left

District employment, the position shall be declared vacant under Section 13.1.

13.13 Summer Work Assignments

The District shall give all less than twelve-month employees an opportunity to apply for short-term summer work opportunities by circulating sign-up sheets not less than five (5) days prior to the end of the academic year in June.

Employees who wish to work during summer recess shall express such interest by signing up during the circulation period of the sign-up sheet. Closure period of sign-up list is on the final working day for ten month employees.

13.13.1 The District shall select qualified employees for summer work assignments in preference to outside applicants. Employees selected for summer work assignments shall receive the same compensation that applies to that work during the academic year. Compensation for unusual assignments which do not fall within existing classes shall be subject to mutual agreement of the District and CSEA.

13.13.2 Employees shall be entitled to all paid leaves of absence, paid holidays and vacation accrual during summer work assignments.

13.13.3 Qualified employees shall be given preference for short-term work opportunities that occur during academic recesses each year (winter and spring breaks, Thanksgiving and President’s Week intersessions). The District will circulate a sign-up sheet at each worksite during the first week of school each fall on which employees may indicate their interest in such work at that site.

13.14 Annual Assignment Selection for Instructional Assistant—Special Education

Once each fall, four (4) working days prior to Orientation Day, all paraprofessionals serving special education students shall select their regular assignments for that year.

13.14.1 The development of assignments and salary placement shall be the responsibility of the District.

13.14.1.1 Assignment Description

The District’s intent in developing assignments shall be to maximize the number of full-time assignments (Eight (8) hours per day /Forty (40) hours per week) with remaining assignments also maximized to the greatest extent feasible. The assignment description list shall contain:

- a. All proposed assignments, including school location, age ranges, grade levels of the students;
- b. Identification of school programs;

- c. Proposed duties, including specialized health care services, operation of assistive devices, and responsibility to transport student;
- d. Proposed starting and ending times;
- e. Hourly rate and total compensation time, including travel between sites, if required.

13.14.2 The District will post all proposed assignments for the school year at all school sites at least ten (10) working days prior to Orientation Day. Concurrently, the posted assignments will be mailed to all Paraprofessionals serving special education students.

13.14.3 Four (4) working days prior to Orientation Day, at a meeting called for that purpose, Paraprofessionals serving special education students shall have their choice of all proposed assignments for which they are qualified. Selection order shall be based on seniority, with the most senior Paraprofessional having the first choice of assignment. Ties in seniority shall be determined in accordance with 15.3. A Paraprofessional's choice of assignment shall be final. The Paraprofessional's name shall be posted next to the assignment selected so Paraprofessionals with less seniority will know what is still available for selection. Paraprofessionals shall be in paid status for the purpose of this meeting. Any Paraprofessional who is unable to attend the meeting may prioritize the entire selection list and submit it by fax or certified mail not less than twenty-four (24) hours prior to the meeting or by proxy at the meeting. A non-attending Paraprofessional who fails to provide advance notice of selection priority shall be considered the least senior regular Paraprofessional at this meeting.

If an employee works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more, his/her assignment shall be changed to reflect the longer hours and acquire benefits as applicable in accordance with the longer work day. If actual work hour assignments are decreased by fifteen minutes per day or more or there is a change in school or other location, a new selection process shall be triggered.

13.15 Vacancies

All temporary assignments and/or vacancies that can be anticipated by the District to last forty (40) working days or longer shall be *posted* within all work locations for not less than six (6) working days prior to being filled. Nothing shall restrict the District from offering this work for up to ten (10) working days to a substitute Paraprofessional or by rotation among other Paraprofessionals pending the assignment of this work from among the applicants. Permanent Paraprofessionals shall be given preference over probationary and substitute

employees. Upon written request of the Personnel Department of the District, any unsuccessful applicant will be informed of the reasons why he/she did not receive the assignment.

13.15.1 Qualifications

The qualifications which shall apply to Paraprofessionals seeking in-class transfers under Section 13.3, backfilling assignments under Section 13.12, summer work assignments under Section 13.13 and Paraprofessional position vacancies under Section 13.14.2 are 1) permanence as a Paraprofessional; 2) qualified by the District to perform the duties of the position, including specialized physical health care services and operation of assistive devices.

ARTICLE XIV: DISCIPLINARY ACTION

14.1 Exclusive Procedure

Disciplinary action may be imposed upon permanent employees only pursuant to this Article.

14.2 General Provisions

14.2.1 Discipline may be imposed upon employees only for just cause in accordance with the specific grounds for discipline established in Section 14.6. Disciplinary action includes any action which deprives an employee of any classification or incident of employment or classification, and includes dismissal, demotion, suspension, reduction in class, or reassignment, without the employee's written voluntary consent.

14.2.2 Letters of reprimand which employees believe to be unfair and/or incorrect may be appealed to the administrator to whom the author of the letter reports. In the event the letter originates with the Superintendent, the appeal shall be made to the Board of Trustees.

14.2.3 Except in those situations where an emergency suspension is justified under Section 14.4, or situations involving serious and inexcusable misconduct on the part of the employee, an employee whose work or conduct is of such a nature as to potentially warrant disciplinary action shall first be specifically warned in writing by the immediate supervisor (the lowest level supervisor who is not a member of the bargaining unit). Such warning shall state the nature of the alleged offense, and any intention the supervisor may have to recommend discipline based on future misconduct. The supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring discipline.

- 14.2.4 It is the intent of CSEA and the District that discipline be applied progressively, to afford the employee the maximum opportunity to correct deficient work practices or conduct. Discipline less than dismissal shall be imposed for corrective purposes only.
- 14.2.5 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent, or for any cause alleged to have arisen more than one (1) year preceding the date of the disciplinary notice.
- 14.2.6 An employee under pre-disciplinary investigation by the District may have a representative of his/her choice present throughout. The District shall notify the employee of this right prior to initiation of the investigation.
- 14.2.7 The allegations and contents of disciplinary actions are not grievable. However, alleged procedural violations of this Article shall be subject to the grievance procedure.

14.3 Disciplinary Procedure

- 14.3.1 When the District determines that sufficient cause exists for disciplinary action to be taken against an employee, the District shall serve formal notice to that effect upon the employee. Such notice shall be presented to the employee by personal delivery, or by being placed in the U.S. Mail, by certified mail, addressed to the last known address of the employee. The District shall simultaneously notify the CSEA Chapter President that disciplinary charges have been filed against the employee, informing CSEA of the name of the employee and the disciplinary charges filed.
- 14.3.2 The notice shall state the specific charges against the employee, citing names, dates, times, locations and circumstances of alleged acts or omissions upon which discipline is to be based. If it is alleged the employee has committed any of the grounds for disciplinary action contained in Section 14.6, such grounds shall be set forth in the notice. The notice shall set forth the charges including a statement of the action proposed to the Board against the employee with such clarity and specificity, in ordinary and concise language, that the employee may be fully informed of their exact nature.
- 14.3.3 Included with the notice shall be a paper, the signing and return of which by the employee shall constitute a denial of all charges, and a demand for hearing on the charges. The employee shall have not less than ten (10) calendar days from receipt of the notice in which to return the paper to the District and demand a hearing.

- 14.3.4** The employee shall be entitled to an informal pre-hearing (Skelly) conference on the charges with the appropriate administrators, whether or not the employee demands a formal hearing on the charges. The employee shall be entitled to have a representative of his/her choice at the conference.
- 14.3.5** If the employee demands a hearing on the charges, the District shall obtain the services of a Hearing Officer from the Office of Administrative Hearings of the State of California to conduct the hearing. The hearing shall be conducted at the convenience of the Hearing Officer. The technical rules of evidence shall not apply. The hearing shall be conducted in open or closed session, based upon the wishes of the employee.
- 14.3.6** The employee shall have the right of counsel or representation of his/her choice at the hearing. He/she shall have the right to present evidence, testimony and witnesses on his/her behalf, and the right to cross-examine witnesses of the District. The burden of proof shall remain with the District, and the standard to be met shall be preponderance of the evidence.
- 14.3.7** The Hearing Officer shall issue a written decision following conclusion of the hearing, which shall be provided to the District and the employee. In his/her decision, the Hearing officer shall issue judgment on each charge and specification contained in the original charges, and on the charge as a whole. The decision shall contain a recommendation for discipline, if any, as found appropriate by the Hearing officer. The Hearing Officer's recommendation may sustain or reject the original charges and proposed discipline in whole or in part, with amendments thereto, but may not recommend discipline greater than that originally proposed by the District.
- 14.3.8** The Board of Trustees shall act upon the Hearing Officer's recommendations at the first regular or extraordinary meeting for the Board at which the issue can be legally placed upon the agenda. If the Board's action includes the imposition of discipline on the employee, the effective date(s) of such discipline shall be indicated. If the charges are rejected and the employee fully reinstated to his/her position, the Board shall issue back pay.

14.4 Emergency Suspension

CSEA and the District recognize that emergency situations can exist involving the health and welfare of students or other employees. If an employee's presence on District property would lead to a clear and present danger to the lives, safety or health of students or fellow employees, or perceived risk to property, the District may immediately suspend the employee with pay. No suspension

without pay shall occur until a decision is rendered by the Board of Trustees following the hearing process, or if the employee does not demand a hearing. During the first day of the emergency suspension, the District shall personally serve required notice upon the employee suspended, who shall be entitled to initiate the hearing process in accordance with the provisions of this Article.

14.5 Disciplinary Settlement

A proposed disciplinary action may be settled at any time following service of the required notice on the employee, on any terms acceptable to the employee and the District. The terms of any such settlement shall be reduced to writing, and a copy shall immediately be given to the CSEA Chapter President by the District. An employee offered a disciplinary settlement by the District shall be granted a reasonable amount of time to have the proposed settlement reviewed by his chosen representative prior to making a decision.

14.6 Grounds for Disciplinary Action

With the exception of matters chargeable under statute, disciplinary action may be imposed only for the following reasons:

- 14.6.1** Incompetence or inefficiency in the performance of assigned duties.
- 14.6.2** Insubordination, including, but not limited to, refusal to perform assigned work.
- 14.6.3** Discourteous, abusive, offensive or immoral conduct or language toward other employees, students, or the public.
- 14.6.4** Dishonesty.
- 14.6.5** Possession or consumption of alcoholic beverages on school property, or reporting for work while under the influence of alcohol.
- 14.6.6** Being under the influence of narcotics or controlled substances without a prescription.
- 14.6.7** Repeated unexcused absences or tardiness.
- 14.6.8** Abuse of leave privileges.
- 14.6.9** Absence without notification.
- 14.6.10** Falsifying any information supplied to the District, including information on application forms, employment records, or any other District records.
- 14.6.11** Physical or mental inability to perform assigned duties.
- 14.6.12** Refusal to take a medical examination required by the District.
- 14.6.13** Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job, or the accepting

of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

- 14.6.14** Conviction of a sex offense as defined in Education Code Section 44010.
- 14.6.15** Persistent violation or refusal to comply with safety rules established by the District, or by any governmental agency with jurisdiction.
- 14.6.16** Abandonment of position.
- 14.6.17** Failure to maintain any formal licensing or certification required for the employee's position.
- 14.6.18** Intentional or negligent abuse, misuse or damage to District property.
- 14.6.19** Exhibition of violent or physically threatening behavior toward other employees, students, or the public.
- 14.6.20** Refusal to submit or failure to pass a required alcohol or controlled substance test by a safety-sensitive employee.

ARTICLE XV: LAYOFF AND REEMPLOYMENT

15.1 Reason for Layoff

Layoff shall occur only for the lack of work or lack of funds. The District may propose to reduce the daily or annual hours of employment of positions in lieu of direct layoffs. Any such proposal by the District shall be submitted to CSEA in writing. The District and CSEA agree to promptly meet and negotiate over any such proposal. Any results of such negotiations shall be reduced to writing and executed by the parties prior to their implementation. Negotiated reductions in hours of one (1) hour per day or more trigger all layoff, bumping and reemployment rights under this Article. Reductions of less than one (1) hour per day do not trigger recovery rights. Negotiated reductions in work year of ten (10) working days or more trigger all layoff, bumping and reemployment rights under this Article. Reductions of less than ten (10) working days do not trigger recovery rights.

15.2 Notice of Layoff

The District shall notify any employee(s) subject to layoff and CSEA in writing of the proposed layoff not less than sixty (60) calendar days prior to the effective date of the layoff. CSEA shall have the right to consult with the District during the sixty (60) day period to review the proposed layoff and determine that the manner and order of layoff and the exercise of bumping rights have been in accordance with the provisions of this Article. Layoff notices shall specify the reason for layoff and shall identify by name and job class the employee(s) whose layoff is anticipated.

15.3 Order of Layoff

Any layoff shall be effected within a class. The order of layoff within a class shall be determined by length of service. The employee who has been employed the shortest amount of time within the class, plus higher classes, shall be laid off first. Higher class means a class with the same or higher salary range placement. Seniority shall be determined by the date from which an employee has been in paid status in the class, plus higher classes. If two (2) or more employees subject to layoff process equal class seniority, precedence shall be determined by the earliest hire date as a regular classified employee with the District. If hire date seniority is equal, precedence shall be determined by lot.

15.4 Bumping Rights

An employee to be laid off from his/her position may elect to bump the most junior employee in the class who works the same number of non-overtime daily and annual hours. If there be no such employee in the class junior to the employee to be laid off, he/she may bump the most junior employee working fewer hours, but most nearly equal to his/hers.

If there be no such employee, he/she may bump into a lower class where the employee has accrued seniority through prior service in the class. Seniority in the lower class shall be determined by seniority in that class, plus higher classes. The employee shall have the right to continue bumping into lower classes where he/she has accrued seniority in order to avoid separation from employment. Employees who exercise bumping right retain all of their reemployment rights to the class and the hours from which originally laid off. Employees who are bumped by more senior employees shall be free to exercise their bumping right in order of seniority.

15.4.1 Any vacant position within a class shall be deemed to be the least senior employee in the class, and shall be bumped into without advertising the vacancy. However, an employee may not bump into a vacant position with a greater number of non-overtime hours, or into a vacant position in a lower class with a greater number of hours if it would result in an increase in total wages considering the lower rate of pay.

15.4.2 An employee who bumps into a lower class retains the salary step placement, professional growth and longevity benefits he/she enjoyed in the higher class.

15.4.3 A laid off employee who elects separation from employment rather than exercise bumping rights retains all reemployment rights.

15.5 Reemployment Rights

Laid off employees are eligible for reemployment in the class and hours of employment from which laid off for a period of thirty-nine (39) months, and shall be reemployed in the reverse order of layoff. Acceptance, or refusal to accept, a reemployment offer to a position with lower class status or shorter hours than that from which laid off shall not diminish an employee's reemployment rights. Laid off employees shall have the right to apply for other positions within the District as if they were in active status.

15.5.1 Any rights to promotional or transfer precedence granted active employees by this Agreement shall apply in like manner to laid off employees on reemployment lists. Employees affected by reductions in their regular non-overtime hours of employment or by voluntary demotions in lieu of separation from employment, shall be placed on the reemployment list with no time limitation. The District shall offer all openings for which employees on the reemployment list are qualified, to such employees prior to advertising the vacancies, including positions in lower classes or with shorter hours than the positions to which the laid off employees are entitled under full reemployment, (including all substitute and short-term positions).

15.6 Retirement

Any eligible employee may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such employee shall, not less than ten (10) days prior to the effective date of the proposed layoff, provide written notification to the District to this effect. The District shall assist the employee in effecting retirement through the Public Employees Retirement System. The employee shall then be placed on a thirty-nine month reemployment list as would any laid off employee. However, the employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code, and the regulations of the Public Employees Retirement System. The District agrees that when an eligible retiree responds positively and in a timely fashion to an offer of reemployment, the retiree shall be granted the time necessary for terminating retired status and returning to active service. An eligible retiree who declines to accept an offer of reemployment to a position equal in class and hours to that from which retired shall be removed from the reemployment list and thereafter be considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retirement in lieu of layoff under this Section.

15.7 Golden Handshake

The District may provide the benefits of Government Code Section 20904, including two years of service credit upon retirement, to a class of employees

meeting the eligibility and certification requirements. Either the District or an employee may initiate the Golden Handshake.

15.7.1 Eligibility: An employee in the designated class must have at least five years of service credit and be fifty years of age prior to the established window period.

15.7.2 Certification: The employee's retirement must either: 1) result in a net savings to the district, or 2) result in an overall reduction in the work force of the organizational unit because of impending mandatory transfers, demotions and layoffs that constitute at least one (1) percent of the job classification, as designated by the district, resulting from the curtailment of, or change in the manner of performing, its services.

15.8 Seniority Roster

The District agrees to maintain a seniority roster for all bargaining unit classes. CSEA shall receive a copy of said roster each time it is updated and each time layoffs are to occur. The District's procedure for updating and otherwise affecting seniority roster calculations, attached hereto as Appendix D, is incorporated herein by reference.

15.9 Reemployment Notice

Whenever a reemployment list is in effect for a bargaining unit class, the District shall be responsible for providing written notification of appropriate openings to employees on said list by placing said notice in the U.S. Mail, postage prepaid, to the last known address of the employee. CSEA shall concurrently be provided a copy of each notice.

15.10 Employee Response

Employees on reemployment lists who desire to return to active status with the District shall be responsible for notifying the District to the effect within ten (10) days of receipt of a notice of appropriate opening. An employee accepting reemployment shall report to work not later than thirty (30) days after the date of intended reemployment as announced by the District.

15.11 Insurance Benefits During Layoff

An employee who is to be separated from employment through layoff who has served not less than five (5) full academic/calendar years of service with the District shall continue to be enrolled in, and receive District contributions of premiums for, health and welfare insurance plans provided for by this Agreement for a period of six (6) calendar months following layoff. This benefit shall not apply to employees not enrolled in District paid insurance plans at time of layoff.

- 15.11.1** The six month benefit provided by this provision applies when a qualified employee is laid off and has no bumping options by which to keep a job.
- 15.11.2** A qualified employee, who declines to exercise bumping rights, is entitled to three months of benefits under this provision, if the bumping option involves hardship factors. Hardship factors exist if:
- a. The bumping option requires a change from one work site to another that increases travel time;
 - b. The bumping option is to a position of fewer hours per day than the employees current position;
 - c. The bumping option is to a position with a lower pay range; or
 - d. The bumping option is to a position of one hour per day or less.

15.12 Fringe Benefits During Reduction in Hours

An employee affected by any reduction in his/her daily hours which they have had for the immediate past twelve (12) calendar months of employment shall suffer no reduction in District-paid group insurance benefits, including the proportion of premiums paid by the District, for the duration of the employee's term on an active reemployment list. The benefit provided by this provision applies both to employees who suffer reductions in hours in their current position, and to employees who bump into positions with fewer hours than their original positions. Until the employee is restored to a job in the same class or a higher class with the same or greater number of hours, he/she is entitled to district-paid benefits at the pro-ratio appropriate for the original number of hours.

ARTICLE XVI: GRIEVANCE PROCEDURE

16.1 Definitions

- 16.1.1** A "grievance" is a written allegation by a grievant(s) that they have been directly affected by a violation of the specific provisions of this Agreement.
- 16.1.2** A "grievant" may be an Employee and/or CSEA.
- 16.1.3** A "day" is any day in which the central administration office of the District is open for business.
- 16.1.4** The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

16.2 Timelines

Grievances must be filed, in writing, within thirty (30) days after the incident giving rise to the grievance. Failure to do so will be grounds to dismiss the grievance.

16.3 Grievance Levels

16.3.1 Informal Level

The parties to the grievance agree to make every effort to resolve grievance and/or potential grievance at the earliest level possible.

Grievant will discuss, informally, the grievance with the manager or supervisor at the lowest appropriate level.

The manager at this level will propose a remedy within five (5) working days.

If the complaint is not resolved within five (5) working days or if the problem recurs within one calendar year, the grievance may be submitted to Level 1.

16.3.2 Level I—Immediate Supervisor's Level

16.3.2.1 All grievances must be filed at the lowest appropriate level, usually with the immediate supervisor.

16.3.2.2 Once a grievance has been filed with the immediate supervisor, the immediate supervisor will meet with the parties to the grievance prior to rendering his/her decision.

16.3.2.3 The immediate supervisor will communicate his/her decision to the employee in writing within five (5) days after receiving the complaint.

16.3.3 Level II—Superintendent's Level

16.3.3.1 The grievant may appeal the Level I decision, in writing, to the Superintendent within ten (10) days after receiving the decision at Level I; or if the Supervisor fails to respond within the ten (10) days. A copy of the appeal shall be furnished the Supervisor. The Superintendent will meet with the parties to the grievance prior to rendering his/her decision.

16.3.3.2 The Superintendent, or Superintendent's designee, shall render a decision within five (5) days and will communicate the decision, in writing, to the grievant.

16.3.4 Level III—Arbitration

- 16.3.4.1** Should the grievant be dissatisfied with the decision at Level II, the grievant may request CSEA to submit the issue to Level III and appeal the decision at Level II to arbitration. Any such request must be made within ten (10) days of the decision at Level II.
- 16.3.4.2** CSEA shall inform the District and the grievant of its decision within twenty (20) days of the decision at Level II.
- 16.3.4.3** In the event that CSEA requests, in writing, that the issue be submitted to arbitration, CSEA and the District shall, within twenty (20) days of the decision at Level II, jointly request a list of five (5) arbitrators from the California State Mediation and Conciliation Service (CSMCS).
- 16.3.4.4** Within ten (10) days of receipt of the list from the CSMCS, the District and CSEA shall meet and select an arbitrator by mutual consent or by using the standard alternate strike off method of selection.
- 16.3.4.5** The arbitrator will take such time as is necessary to collect facts regarding the grievance.
- 16.3.4.6** The decision of the arbitrator shall be final and binding on the District and CSEA. The authority of the arbitrator shall be limited to the specific provisions of this Agreement and facts raised at Levels I and II of this procedure. Additionally, the arbitrator shall have the authority to award "make whole" remedies but not damages in excess of make whole remedies.
- 16.3.4.7** The grievant(s) must be physically present during the arbitration hearing.
- 16.3.4.8** All costs of the arbitrator and the arbitration proceedings shall be borne by the losing Party. In the event that the arbitrator's decision does not clearly favor either Party, the Arbitrator shall specify the portion of the costs to be borne by each Party as part of the decision. All other costs will be the burden of the Party incurring them.

16.3.5 General Provisions

- 16.3.5.1** If the same grievance is made by more than one (1) grievant; one (1) grievant, on their own behalf and on behalf of all the other grievants, may process the grievance for all grievants.

Names of all grievants must appear on all documents related to the grievance.

- 16.3.5.2** All grievances shall contain a clear, concise statement of:
 - 16.3.5.2.1** The contract provision in question;
 - 16.3.5.2.2** The circumstances in which the grievance is based;
 - 16.3.5.2.3** The grievant(s) involved; and
 - 16.3.5.2.4** The remedies sought.
- 16.3.5.3** All grievances must be submitted on forms mutually agreed upon by the Parties (Appendix E).
- 16.3.5.4** No grievance resolution will be final until ten (10) days after CSEA has been notified of the tentative resolution at Levels I and II and has had an opportunity to respond.
- 16.3.5.5** A grievant may present grievances and have them adjusted without the intervention of CSEA at Levels I and II. The grievant may terminate the grievance at any time by giving written notice to the District. A grievance may not be appealed to Level III without the consent of the grievant.
- 16.3.5.6** If any grievance meeting or hearing is scheduled during the working day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be granted reasonable release time.
- 16.3.5.7** A grievant may bring a conferee of his/her choice to all meetings, provided, however, that the grievant must be physically present.
- 16.3.5.8** CSEA representatives may file grievances on behalf of consenting employees and proceed to represent the employees so long as the employee consents. CSEA representatives acting in this capacity shall be granted reasonable release time for the processing of grievances.
- 16.3.5.9** The timelines contained in this procedure shall be adhered to, absent mutual written agreement to the contrary of the parties. Either party to a grievance shall grant a timeline waiver to the other party when compliance is precluded by illness, vacation or other event of great significance. A violation of a timeline by the grievant without advance written waiver shall invalidate the grievance, which may not thereafter be refiled for the same set of circumstances. A

violation of a timeline by the District without advance written waiver shall validate the grievance, and the grievant's proposed resolution shall be implemented at the regular Board of Trustees meeting next following the timeline violation.

In the event that the supervisor or the Superintendent does not respond within the time limits, the grievant shall have the option of having the grievance confirmed in his/her favor or appealing it to the next level.

- 16.3.5.10** The parties agree that confidentiality is desirable throughout the grievance procedure. The District and CSEA will make every reasonable effort to conduct the process in a confidential and positive atmosphere.
- 16.3.5.11** Any employee may file and process his/her own grievance without intervention or assistance from CSEA, except at the arbitration level of Section 16.3.4, which is controlled by CSEA. If an employee carries his/her own grievance to the formal, written level of Section 16.3.2 or beyond, without assistance from CSEA, CSEA shall be relieved of any obligation to assist with that grievance. The District shall promptly notify CSEA when an employee files a grievance at Section 16.3.2 or above without CSEA assistance. Notification shall include the employee's name and the date the grievance was filed.
- 16.3.5.12** CSEA shall keep the District currently informed of the identity of Chapter representatives authorized to process and assist in processing grievances in the name of CSEA. Such representatives bear the authority to represent employees, and to file notice and take action on behalf of employees, with respect to grievance processing. Such representatives are authorized access to employees' grievance and personnel files with written approval of the individual employee.
- 16.3.5.13** CSEA shall have the right to review any grievance settlement achieved between the District and a grievant processing his/her grievance without CSEA assistance to ensure the proposed settlement is consistent with the terms of this Agreement.
- 16.3.5.14** All documents and materials concerning an employee's grievance shall be filed in a grievance file separate from the employee's personnel file. Grievance files shall be

maintained in one location at the District Office. Access to grievance files shall be limited to the employee, his/her representative with written authorization, and appropriate administrators on necessary and official business. Grievance files shall not be accessed for information in connection with employment decisions, such as transfers and promotions, or for references to other potential employers. A log shall be maintained with each grievance file, on which the individual accessing the file shall note his/her identity, the date and purpose of access, and any document copies made.

16.3.5.15 There shall be no discrimination, reprisals or other negative or prejudicial action taken against any employee by the District due to the employee filing and processing a grievance.

16.3.5.16 Grievants, and their CSEA representatives, shall have the right of access to all materials, documents and information in the District's possession, relevant to the grievance. The District shall likewise enjoy this right of discovery for any relevant information possessed by the grievant and/or his/her CSEA representative.

ARTICLE XVII: EVALUATIONS AND PERSONNEL FILES

17.1 Intent

It is the intent of the District and CSEA that the evaluation process be utilized as a staff development tool. Evaluations should highlight employee strengths and weaknesses in such a way as to recognize quality performance, motivate improvement, and maintain a high degree of morale and harmony in the work place.

17.2 Evaluations

Probationary employees, both newly-hired and promotional, shall receive one (1) formal performance evaluation on the form mutually agreed upon by the District and CSEA, during the first six (6) months of the probationary period of one (1) calendar year of service. Permanent employees shall receive one (1) formal performance evaluation each year, to be completed prior to the end of the month of March. The parties agree that these schedules are minimums - additional evaluations may be performed by the District and shall be performed when requested by an employee (to a maximum of two (2) per academic year).

17.2.1 Evaluations shall be performed by the employee's immediate supervisor (not a member of the bargaining unit). Employees having two (2) or

more immediate supervisors shall receive a separate evaluation from each supervisor. The immediate supervisor shall sign the evaluation prior to presenting it to the employee.

- 17.2.2** Input for performance evaluations shall be limited to those individuals who possess extensive personal knowledge of the employee's job performance. Each individual whose input is obtained shall be identified on the evaluation form by the immediate supervisor.
- 17.2.3** The immediate supervisor shall schedule a personal meeting with the employee evaluated to review the evaluation, and provide free communication between them toward seeking the best working relationship possible. Evaluation reviews may be used to set goals for the employee for the future, to identify areas in which the employee might seek improvement through education or training and generally ensure that the employee and supervisor share an understanding of the goals and mission of the work place. No evaluation shall be complete for filing until such a meeting has been held.
- 17.2.4** The employee shall sign the evaluation at the review meeting. The employee's signature does not imply agreement with the supervisor's ratings, but indicates the employee and supervisor have met and reviewed the evaluation.
- 17.2.5** The employee shall have the right to prepare a written response to the evaluation. This response shall become a part of the formal evaluation, and shall be attached to the original evaluation form in the employee's file.
- 17.2.6** The original evaluation form shall be inserted in the employee's personnel file. The employee shall receive a copy of the completed evaluation, as shall the immediate supervisor.
- 17.2.7** An employee may appeal an evaluation he/she believes to be incorrect or unfair, initiating the appeal at the next level of supervision, within ten (10) working days of receipt of the evaluation. The employee may continue the appeal up to the Superintendent if not satisfied. Alleged procedural violations of this Article, but not the contents of the evaluation, shall be subject to the grievance procedure.
- 17.2.8** The probationary period for both newly-hired and promotional employees shall be one (1) calendar year.

17.3 Personnel Files

There shall be maintained at the District Office one (1) central personnel file for each employee. These files shall be maintained in one (1) location under secure storage. Each employee's personnel file constitutes the permanent, official record

of his/her employment, and is the file referred to in Education Code Section 44031. Access to an employee's personnel file shall be limited to the employee, District trustees and management, supervisory and confidential employees on official business, any representative of the employee with the employee's written authorization, and any individual authorized access by order of a court of law.

- 17.3.1 No action may be taken against an employee based on documentary or recorded materials that are not a part of the personnel file. Documentary or recorded materials to be placed in an employee's personnel file by the District shall be initialized and dated by the individual entering same. A copy of all materials entered in the personnel file shall be provided to the employee at the time the material is entered.
- 17.3.2 Each personnel file shall contain an attached log sheet. Any person entering a personnel file for any purpose shall be required by the District to log in their name, the date of entry and the purpose of entry.
- 17.3.3 Employees may inspect their personnel files at any time the District Office is open for business and the employee is not on duty or has made arrangements with his/her immediate supervisor for that purpose. The District has the right to observe file inspections to ensure security of file contents.
- 17.3.4 Documentary or recorded materials of a derogatory nature shall not be entered in an employee's personnel file until the employee has been provided a copy of the material along with written notice it is going to be entered in his/her file. The notice shall indicate the date on which the materials will be entered, which shall be not sooner than ten (10) calendar days following receipt of the notice by the employee.
- 17.3.5 The employee shall be granted reasonable release time from work without loss of pay for the purpose of preparing a written response to the derogatory material, and attaching the written response to the original derogatory material at the District office. The written response shall become a permanent part of the derogatory material, and a permanent part of the file.
- 17.3.6 Employees shall have the right to obtain copies of any materials contained in their personnel files. The District shall provide requested copies to an employee without charge, and within a reasonable period of time.

17.4 Working Files

The District shall not base any action against an employee on materials contained in a supervisor's casual working file which are not also entered in the employee's

personnel file. Working files are to be viewed as conveniences of the supervisor only, and have no legal existence.

17.5 Public Complaints

The District's procedure for dealing with public complaints, attached hereto as Appendix F, is incorporated herein by reference. The parties acknowledge that the results of the public complaint process do not constitute disciplinary action, although they may form the basis for a disciplinary action pursuant to Article 14.6. Documents and materials resulting from a public complaint shall be handled in accordance with Section 17.3 above. Complaints which are withdrawn, shown to be false, or are not sustained by the complaint procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

ARTICLE XVIII: SAFETY

18.1 District Responsibility

The District and CSEA agree that health, safety and sanitation requirements imposed by State or Federal Law(s) or regulation(s) are a District responsibility. The parties intend to work cooperatively toward meeting that responsibility.

18.2 Safe Employment

The District will not require employees to perform an unsafe act, use unsafe equipment, or perform duties in an unsafe environment.

18.3 Safety Notice

Employees are responsible for submitting written notice about perceived unhealthy, unsafe and/or unsanitary conditions, to their immediate supervisor(s), as soon as they perceive said conditions. The notice must identify the problem and suggest a remedy.

18.4 Response to Safety Notice

The immediate supervisor will provide a written response, including the remedial action taken (if any), within forty-eight (48) hours of receiving the complaint.

18.5 Disputes

In the event that there is a dispute as to the existence of an unhealthy, unsafe and/or unsanitary condition, or if the employee believes the immediate

supervisor's response is inadequate, the employee may request in writing that the District's Safety Committee meet immediately to adjudicate the dispute. The request shall be submitted to the Superintendent and the CSEA Chapter President.

18.6 Safety Committee

The Safety Committee shall be composed of one (1) member appointed by the District and one (1) member appointed by CSEA. The Safety Committee shall investigate the complaint within twenty-four (24) hours of its receipt, and respond to the employee in writing within an additional twenty-four (24) hours. Activities of the Safety Committee shall be compensable hours for committee members appointed by CSEA.

18.7 Legal Settlement

In the event that the Safety Committee cannot come to agreement, the issue will be submitted to a local, state or federal agency of competent jurisdiction within twenty-four (24) hours of Committee investigation.

ARTICLE XIX: TRANSPORTATION DEPARTMENT WORKING CONDITIONS

19.1 Definitions

- 19.1.1 Extra-Duty:** All working hours beyond or outside of an employee's regularly scheduled hours. Includes excursion/field trips, relief/substitute driving, safety inspections, servicing motor pool vehicles, general care of the transportation facility, training which cannot be scheduled during a driver's regular hours, participation in school bus rodeos, and any other irregular assignment.
- 19.1.2 Field Trip:** Extra-curricular activity trips which occur primarily after school hours. Available to all eligible drivers on the appropriate list.
- 19.1.3 Excursion Trip:** Educational or recreational trips which occur primarily during the day, when school is normally in session. Available to all eligible drivers on the appropriate list *who* directly service that school.
- 19.1.4 Route:** A driver's regularly assigned daily driving schedule which may involve different groups of students, different runs and more than one (1) bus.
- 19.1.5 Run:** An individual, regular, one-(1-) way, home-to-school or school-to-home carriage of students.
- 19.1.6 Relief Driver:** A member of the bargaining unit having guaranteed minimum hours but no regular route, whose primary duty is to substitute for absent drivers.

- 19.1.7 **Non-Contiguous Run:** A run not followed by another run within a one-half (½) hour period.
- 19.1.8 **Substitute Driver:** A casual employee not a part of the bargaining unit, who generally substitutes for absent employees.
- 19.1.9 **Layover Time:** Unscheduled time in a school bus driver's day between the completion of a regularly scheduled run and the beginning of an extra duty run, and between the completion of an extra duty run and the beginning of a regularly scheduled run.

19.2 Annual Route Selection

Once each fall, three (3) working days prior to Orientation Day, Bus Drivers shall select their regular routes for that year.

19.2.1 Route Development

The development of routes and designation of equipment shall be the responsibility of the District.

19.2.1.1 Route Description

The District's intent in developing routes shall be to maximize the number of full-time routes (eight (8) hours per day/forty (40) hours per week) with remaining routes also maximized to the greatest extent feasible. The route description list shall contain:

- a. All proposed routes, including special education and late runs;
- b. Identification number of bus assigned to the route;
- c. Proposed parking location, if other than the Transportation Department;
- d. Proposed starting and ending times;
- e. Location of proposed stops; and
- f. Total compensation time, including breaks and layover times.

If there is a dispute regarding the time allowed for the performance of a route, a Bus Driver representative selected by CSEA and the current Bus Driver shall work with the Transportation Supervisor to establish the correct time for the route.

19.2.1.2 Hours Credited

In determining the hours to be credited for any route, washing and fueling time shall be included by the District in hours assigned, as shall safety check out, warm-up, cool-down and clean-up times which may be more than but in no case less than as follows: Initial daily check-out shall be compensated at the rate of one-half ($\frac{1}{2}$) hour for bus and one-quarter ($\frac{1}{4}$) hour for car or van; cool-down and clean-up time after each non-contiguous run shall total one quarter ($\frac{1}{4}$) hour's pay for all vehicles; second daily check-out of same vehicle shall earn one-quarter ($\frac{1}{4}$) hour's compensation.

19.2.2 Posting

The District will post all proposed routes for the school year at the Transportation Department at least ten (10) working days prior to Orientation Day. Concurrently, the posted routes will be mailed to all Bus Drivers.

19.2.3 Selection Process

Three (3) working days prior to Orientation Day, at a meeting called for that purpose, Bus Drivers shall have their choice of all proposed routes for which they are qualified to operate the assigned vehicle. Selection order shall be based on seniority, with the most senior Driver having the first choice of routes. Ties in seniority shall be determined in accordance with 15.3. A Bus Driver's choice of route shall be final. The Bus Driver's name shall be posted next to the route selected so Bus Drivers with less seniority will know what is still available for bid. Bus Drivers shall be in paid status for the purpose of this meeting. Any Bus Driver who is unable to attend the meeting may prioritize the entire selection list and submit it by fax or certified mail not less than twenty-four (24) hours prior to the meeting or by proxy at the meeting. A non-attending Bus Driver who fails to provide advance notice of selection priority shall be considered the least senior regular bus driver at this meeting.

If routes are changed following the opening of school, a new selection process will occur as described above. An increase or decrease of fifteen (15) minutes per day or more in actual working time for any route which continues for twenty (20) workdays, shall trigger a new selection process.

19.3 Vacancies

All temporary route and/or run vacancies that can be anticipated by the District to last forty (40) working days or longer shall be *posted* within all work locations for not less than six (6) working days prior to being filled. Nothing shall restrict the District from offering this work for up to ten (10) working days to a substitute driver or by rotation among other drivers pending the assignment of this work from among the applicants. Permanent drivers shall be given preference over probationary and substitute drivers, subject to the conditions established in 19.3.1. Upon written request of the Personnel Department of the District, any unsuccessful applicant will be informed of the reasons why he/she did not receive the assignment.

19.3.1 Qualifications

The qualifications which shall apply to Bus Drivers seeking in-class transfers under Section 13.3, backfilling assignments under Section 13.12, summer work assignments under Section 13.13, Bus Driver position vacancies under section 19.3, and field trip assignments under section 19.4 are 1) permanence as a Bus Driver; 2) qualified by the District to operate the equipment to be used on the assignment, and; 3) qualified by the District to operate equipment in the geographical conditions germane to the assignment.

19.4 Excursions/Field Trips

Any driver interested in gaining field trip assignments shall sign up on the lists which shall be posted by the District at least five (5) days prior to Orientation Day. It shall be each driver's responsibility to notify the District of his or her interest. The District shall offer trips from the names on the lists by seniority and in rotation. The field trip rotation lists and all excursion and field trip requests received in the Transportation Department will be publicly posted near the driver display board. The following terms and conditions shall apply:

19.4.1 The District shall determine driver qualifications for trips in accordance with the provisions of 19.3.1.

19.4.2 Any eligible driver may join or withdraw from the trip list at will; but when joining or re-joining, shall not be offered a trip until after one (1) complete rotation of offers through the then-existing field trip list.

19.4.3 The driver is responsible for indicating on the posted rotation lists acceptance or denial of the next available trip. Drivers in outlying areas may respond to excursion and field trip offers by phone. Their acceptance or denial of an excursion or trip will be noted and initialed by the dispatcher or designee.

- 19.4.4** A driver who has already selected a trip in the normal rotation has the option of passing over an accepted trip for another trip that is posted later than the trip originally accepted if at least seventy-two (72) hours remain between the posting time of the new trip and the scheduled departure time of both trips. The trip passed over is then available for selection by another driver in the rotation.
- 19.4.5** Should no driver on the field trip list accept or be available to accept a particular trip, the District may offer that trip to any District-qualified employee at the District's discretion.
- 19.4.6** No driver shall suffer a loss of pay for his/her base hours due to having taken an extra-duty assignment (in particular, a trip) either on the day of the trip or on the day after. (Working hour limits are defined in Chapter 3 of CHP Publication 82.7.) This means a driver shall not be required to forfeit those parts of his/her regularly assigned route which do not conflict with the hours of the extra-duty assignment, on the day of the assignment. In like manner, if a late return from an extra-duty assignment would require the driver to miss a portion of the next day's regular route in order to comply with the time off requirements of Publication 82.7, the driver shall be paid for the work time missed as if it had been worked. If a driver is required to miss part of a regular workday in order to comply with these time off requirements, the driver is expected to make up not more than one hour of the time paid for but not worked, by either working some non-assigned time during a split shift, or working after completion of the driver's regularly assigned route. For example, if an 8-hour driver who normally works from 6 a.m. until 5 p.m. with a split shift between 10 a.m. and 1 p.m. drives an extra-duty assignment from which the driver gets off the clock at 1 a.m., the driver shall not return to work until 9 a.m. the following day, and is expected to make up 1 hour of the 3 hours of work missed, either during the mid-day split shift, or following the completion of the day's regular shift at 5 p.m.
- 19.4.7** It is understood that District-owned school buses shall be the exclusive mode of transport for all District-funded trips and other activity excursions where the number of passengers exceeds the capacity of two (2) District-owned vans. The only exception to the forgoing conditions is memorialized in Appendix G.

19.5 Training

The District will make every effort to provide training opportunities for license upgrading and vehicle familiarization. A training request shall be submitted in writing. In the event that more than one driver requests training, the selection for training will be made based on seniority.

19.6 No Loss of Pay

No driver shall suffer a loss to base pay due to the unavailability of equipment, nor for that driver's cancellation of a run on the basis of safety (snow, faulty equipment, etc.). It is understood that other work may be found for drivers in these circumstances, but in no case will a driver be required to work overtime or other hours unusual to the normal span of that driver's normal workday. The employee shall bear responsibility for requesting alternate work in all such cases.

19.7 Layover Time

Whenever layover time is one (1) hour or less, a bus driver may elect to remain on duty and receive compensation at the appropriate rate of pay for performing related duties.

ARTICLE XX: ORGANIZATIONAL SECURITY

20.1 Exclusivity

CSEA shall have the sole and exclusive right to have employee organization membership dues and service fees payroll deducted for bargaining unit employees by the District.

20.2 Fair Share Service System

The District will provide all newly-hired employees with information on the employee's obligations and options under the fair share service system of SB 1960. CSEA is responsible for providing the District with information packets to be distributed to the employees. If CSEA fails to provide the packets to the District, the District is relieved of the obligation until they are provided. Newly-hired employees, including persons entering the bargaining unit from non-unit District employment, must notify the District either directly or through CSEA of their status choice under the fair share service fee system (CSEA member, service fee payer, or religious exemption), prior to the regular payroll cutoff date in the month following the month during which the employee served his/her first day of paid service. If the employee fails to provide this notification in a timely manner, the District will deduct service fees from the employee's wages beginning with the month following the month in which the employee served his/her first day of paid service. This money will be paid to CSEA in the same manner as other employees' dues and service fees.

20.3 Religious Exception Conditions

Any employee who claims and qualifies for a religious exception from payment of service fees under the provisions of Government Code section 3546.3 may make a donation to 1) Southern Humboldt Schools Foundation, 2) United Way,

or 3) The Humboldt Area Foundation, in lieu of paying service fees to CSEA. Any employee claiming and qualified for this exception must donate an amount equal to full annual service fees to the charity chosen from among the three listed above. The employee may choose to make the donation in one lump sum, or it may be spread out in three approximately equal payments. If the lump sum is selected, the employee must provide CSEA and the District with acceptable documentary proof of payment to the charity selected not later than October 31 of each fiscal year. If the three payment option is selected, the employee must provide CSEA and the District with acceptable documentary proof of payment not later than October 31, January 31, and April 30 of each fiscal year. If the employee fails to provide timely and satisfactory proof of payment as described above the District will, upon written notification from CSEA, begin deducting service fees from the employee's wages until such time as proof of payment satisfactory to both CSEA and the District has been provided by the employee.

ARTICLE XXI: CONTRACTING AND BARGAINING UNIT WORK

21.1 Agreement

During the life of this Agreement, the District agrees that it will not contract out or transfer out of the bargaining unit, work which has been customarily and routinely performed by the bargaining unit without prior notification of and negotiations with CSEA except in cases of emergency. The District shall not, except in case of emergency, issue a contract until an agreement is reached.

ARTICLE XXII: COMPLETION OF MEET AND NEGOTIATE

22.1 Waiver of Right to Meet and Negotiate

During the term of the Agreement, except as provided for by Article XXIII, Reopeners, the parties expressly waive and relinquish the right to meet and negotiate and agree that the other party shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered by this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

22.2 Mutual Agreement

This does not preclude the possibility of further meet and negotiation sessions when both parties mutually agree that such sessions are necessary and/or useful.

ARTICLE XXIII: REOPENERS

23.1 Reopeners

The contract is closed for 2016-17. For the 2017-18 year, the District's contribution for health/welfare benefits shall be open in addition to one non-monetary article for each party- otherwise negotiations are closed; for the third year (2018-19) each party may open on two articles plus salary and fringe benefits.

23.2 Additional Reopener

Both parties agree that upon any other employee group receiving a higher total compensation increase than this Agreement provides during the fiscal year, CSEA has the right to reopen this Agreement on the issue of compensation. It is the intent of the parties that negotiations occur promptly following satisfaction of the public notice requirements of the EERA.

ARTICLE XXIV: EFFECT OF AGREEMENT

24.1 Effect of Agreement

It is understood that the specific provisions contained in this Agreement shall prevail over District policies, practices and procedures and the State laws only to the extent permitted by State law.

ARTICLE XXV: SAVINGS

25.1 Severability of Provisions

If, during the life of this agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

25.2 Replacement of Invalid or Suspended Provisions

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination becomes known to the parties for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVI: CONCERTED ACTIVITIES

26.1 **Strikes**

CSEA will not engage in, or encourage, strikes or other concerted activities during the lifetime of this Agreement.

26.2 **Lockouts**

The District will not engage in any lockouts during the lifetime of this Agreement.

26.3 **Compliance with Agreement**

CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees of the bargaining unit to do so.

26.4 **Good Faith**

In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by bargaining unit employees, CSEA agrees in good faith to take all reasonable steps to cause those employees to cease such action.

ARTICLE XXVII: MANAGEMENT RIGHTS

27.1 **Authority to Act**

The District reserves, as its exclusive right and prerogative, to act in all matters not specifically enumerated herein, retaining all powers and authority to direct, manage and control to the fullest extent of law; provided that in the event of an emergency, the District retains its right to take reasonable action in dealing with said emergency. An emergency shall be a natural disaster, an act of civil strife, or other events rendering normal operations of the District to be substantially impaired.

ARTICLE XXVIII: DURATION

28.1 Length of Agreement

This Agreement shall become effective on July 1, 2016, and shall continue in effect to and including June 30, 2019, and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

For the District:

For CSEA:

For The Association:

CLASSIFIED SALARY SCHEDULE

COLA: 1.00%

Range	1	2	3	4	5	6	7
14	1,809	1,900	1,995	2,095	2,199	2,309	2,424.00
	10.44	10.97	11.50	12.17	12.70	13.32	13.99
15	1,854	1,947	2,044	2,146	2,252	2,366	2,485.00
	10.70	11.23	11.80	12.38	13.01	13.67	14.35
16	1,901	1,996	2,096	2,201	2,310	2,426	2,547.00
	10.97	11.51	12.09	12.70	13.33	13.98	14.67
17	1,948	2,045	2,148	2,255	2,368	2,487	2,611.00
	11.21	11.80	12.39	13.02	13.67	14.34	15.06
18	1,997	2,097	2,202	2,312	2,427	2,548	2,675.00
	11.51	12.09	12.71	13.34	13.99	14.71	15.44
19	2,047	2,149	2,256	2,369	2,488	2,613	2,743.00
	11.81	12.39	13.02	13.67	14.34	15.06	15.81
20	2,098	2,203	2,313	2,429	2,550	2,678	2,812.00
	12.10	12.72	13.34	14.02	14.71	15.45	16.23
21	2,150	2,258	2,370	2,490	2,614	2,744	2,882.00
	12.40	13.03	13.69	14.36	15.08	15.85	16.64
22	2,204	2,315	2,430	2,551	2,680	2,813	2,953.00
	12.73	13.35	14.03	14.74	15.46	16.23	17.04
23	2,259	2,372	2,491	2,616	2,746	2,884	3,028.00
	13.04	13.70	14.37	15.09	15.86	16.63	17.46
24	2,316	2,432	2,553	2,681	2,815	2,955	3,103.00
	13.36	14.03	14.74	15.47	16.24	17.05	17.90
25	2,373	2,674	2,617	2,748	2,886	3,030	3,181.00
	13.71	14.38	15.10	15.86	16.63	17.47	18.35
26	2,433	2,554	2,683	2,817	2,957	3,106	3,261.00
	14.04	14.75	15.48	16.25	17.06	17.92	18.82
27	2,494	2,619	2,748	2,887	3,031	3,182	3,342.00
	14.38	15.11	15.87	16.62	17.48	18.36	19.28
28	2,556	2,684	2,818	2,959	3,107	3,262	3,425.00
	14.76	15.49	16.26	17.08	17.93	18.82	19.76
29	2,620	2,751	2,889	3,033	3,185	3,344	3,512.00
	15.12	15.88	16.65	17.49	18.38	19.28	20.65
30	2,686	2,820	2,961	3,109	3,264	3,428	3,600.00
	15.49	16.27	17.08	17.88	18.83	19.89	20.77
31	2,753	2,891	3,035	3,187	3,346	3,514	3,689.00

Appendix A

Effective 7/1/16

Range	Classification
16	Afterschool Paraprofessional I
19	Afterschool Paraprofessional II
25	Assistant Dispatcher/Bus Driver
29	Assistant Dispatcher/Instructor
17	Attendance Clerk
31	Behavioral Support Assistant
21	Campus Supervisor
17	Career Center Technician I
25	Career Center Technician II
20	Cook
20	Custodian I
21	Custodian II
33	Dispatcher/Trainer
16	EL Paraprofessional I
19	EL Paraprofessional II
19	Family Support Worker
16	Food Service Assistant
21	Groundskeeper/Custodian
24	Head Custodian
39	Health Case Manager
15	Instructional Assistant-Classroom
15	Instructional Assistant-Computer
33	Lead Maintenance Specialist
18	Library/Media Center Technician
27	LVN/Instructional Assistant
25	Maintenance Man I
30	Maintenance Specialist II
14	Non-Instructional Assistant
17	Office Assistant I
19	Office Assistant II
32	School Bus Driver
23	School Secretary
16	Special Needs Paraprofessional I
17	Special Needs Paraprofessional II
19	Special Needs Paraprofessional III

	15.89	16.66	17.50	18.39	19.29	20.26	21.27
32	2,822	2,962	3,111	3,266	3,430	3,602	3,781.00
	16.28	17.09	17.95	18.84	19.79	20.78	21.82
33	2,893	3,037	3,182	3,348	3,516	3,692	3,876.00
	16.67	17.51	18.40	19.30	20.27	21.29	22.35
34	3,964	3,113	3,268	3,432	3,604	3,511	3,972.00
	17.10	17.95	18.85	19.80	20.79	21.84	22.93
35	3,039	3,191	3,350	3,528	3,694	3,878	4,072.00
	17.52	18.41	19.12	20.09	21.31	22.15	23.49
36	3,115	3,270	3,434	3,606	3,785	3,975	4,174.00
	17.97	18.86	19.81	20.80	21.85	22.94	24.09
37	3,193	3,352	3,520	3,696	3,880	4,074	4,278.00
	18.42	19.34	20.30	21.31	22.38	23.49	24.66
38	3,272	3,436	3,608	3,788	3,977	4,176	4,385.00
	18.87	19.82	20.81	21.85	22.95	24.09	25.29
39	3,354	3,522	3,698	3,882	4,073	4,280	4,494.00
	19.35	20.31	21.32	22.40	23.51	24.69	25.93
40	3,439	3,610	3,791	3,979	4,178	4,387	4,607.00
	19.83	20.83	21.87	22.96	24.11	25.30	26.56
41	3,524	3,700	3,885	4,079	4,283	4,498	4,723.00
	20.32	21.33	22.41	23.52	24.70	25.95	27.24
42	3,612	3,793	3,982	4,181	4,390	4,610	4,840.00
	20.84	21.89	22.97	24.12	25.31	26.59	27.93
43	3,703	3,887	4,081	4,285	4,501	4,725	4,961.00
	21.36	22.42	23.53	24.72	25.97	27.25	28.61
44	3,795	3,984	4,183	4,392	4,613	4,843	5,085.00
	21.90	22.99	24.14	25.33	26.60	27.94	29.33

- 18 Student Body Bookkeeper
- 31 Student Services Technician
- 17 Student Support Worker
- 16 Support Services Paraprofessional I
- 17 Support Services Paraprofessional II
- 38 Technology Technician
- 33 Transportation Coordinator/Instructor
- 32 Transportation Mechanic I
- 38 Transportation Mechanic II
- 44 Transportation Shop Foreman
- 25 Utility Person
- 19 Van Driver
- 21 Warehouse/Courier/Custodian

LONGEVITY INCREMENTS

- Step 1 - \$50.00
- Step 2 - \$110.00
- Step 3 - \$170.00
- Step 4 - \$230.00
- Step 5 - \$290.00
- Step 6 - \$350.00
- Step 7 - \$410.00
- Step 8 - \$470.00

District Standard Leave Form

 Name Certificated Classified
 Confidential Management
 First date of absence _____ Last date of absence _____ Total hours _____

Paid Leave

<input type="checkbox"/>	Sick Leave	Reason _____ For personal health needs, including health care appointments. For classified employees, a maximum of 6 days of sick leave time per year may be used to care for a sick ___ parent, ___ child or ___ spouse. (Mark as appropriate.)
<input type="checkbox"/>	Bereavement Leave	3 working days leave in the event of the death of any member of the employee's family or significant other. 5 working days if traveling 200 miles one-way or out-of-state.
<input type="checkbox"/>	Judicial Leave	To serve as a juror or witness.
<input type="checkbox"/>	Industrial Accident and Illness	You must also file a notice of on-the-job injury with the District Office.
<input type="checkbox"/>	Vacation Leave	Dates subject to supervisor's approval. For classified employees only.
<input type="checkbox"/>	Association Leave	Advance notice required. ___ Local ___ State
<input type="checkbox"/>	In-Service Leave	State reason _____ _____ To attend workshops and conferences. Requires supervisor's prior approval.
<input type="checkbox"/>	Personal Necessity	Matters of a compelling personal concern to the employee which cannot lightly be disregarded and which cannot be handled outside of working hours. No explanation is required. 2 days notice required, when possible.

Unpaid Leave

<input type="checkbox"/>	Personal Leave without Pay	State reason _____ _____ Requires Board approval if longer than 2 weeks.
<input type="checkbox"/>	Family Care Leave	State reason _____ _____ District-paid health benefits maintained during leave. Requires prior Board approval, when possible.

Employee Signature _____ Date _____

Approval

Supervisor Signature _____ Date _____

Superintendent Signature _____ Date _____ (when applicable)

SENIORITY ROSTER CALCULATION

1. All breaks in service, including retirements, resignations, and dismissals under which a separation from employment actually occurs, void all accrued seniority.
2. All unpaid leaves of absence of ten (10) or more cumulative working days shall result in the employee's hire date being rolled forward an equivalent amount of time (example: a one year leave results in the hire date being rolled forward one year.)
3. Unpaid leaves of absence of nine (9) or fewer cumulative days shall not impact hire date.

GRIEVANCE FORM

Name of Grievant

School/Department

Date

I. Specify contract Article and Section allegedly violated, misinterpreted, or improperly applied:

II. Statement of the nature of the grievance and a summary of specific events which led up to the grievance, including dates/s and location:

III. Remedy requested:

Grievant's Signature

Date

Date of Informal Conference

Date of Submission to Grievance, Level I

Level I Immediate Supervisor Disposition (Statement of Reasons Attached)

Date of Level I Meeting

Grievance Sustained

Grievance Denied

Grievance Sustained in Part

Immediate Supervisor's Signature

Date

(or person whose action gave rise to the grievance)

Appeal to Level II (Attach all written evidence and a statement of reason for appeal)

Grievant's Signature

Date

Level II Superintendent's Disposition (Statement of Reasons Attached)

Date of Submission to Level II

Date of Level II Meeting

Grievance Sustained

Grievance Den

Grievance Sustained in Part

Superintendent's Signature

Date

Appeal to Level III

Arbitration

Community Relations

BP 1312.1

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3515.2 - Disruptions)

The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.

*Legal Reference:*EDUCATION CODE

33308.1 *Guidelines on procedure for filing child abuse complaints*

35146 *Closed sessions*

44031 *Personnel file contents and inspection*

44811 *Disruption of public school activities*

44932-44949 *Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)*

48987 *Child abuse guidelines*

GOVERNMENT CODE

54957 *Closed session; complaints re employees*

54957.6 *Closed session; salaries or fringe benefits*

PENAL CODE

273 *Cruelty or unjustifiable punishment of child*

11164-11174.3 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

300 *Minors subject to jurisdiction of juvenile court*

*Management Resources:*CDE LEGAL ADVISORIES

0910.93 *Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)*

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.
3. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
4. When a written complaint is received, the employee shall receive a copy within five days or in accordance with collective bargaining agreements.
5. A written complaint shall include:
 - a. The full name of all employees involved and complainants
 - b. A brief but specific summary of the complaint and the facts surrounding it
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter

6. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.
7. Both the complainant and the employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 30 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.
8. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
 - c. A copy of the signed original complaint
 - d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons
9. The Board may uphold the Superintendent's decision without hearing the complaint.
10. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
11. A closed session may be held to hear the complaint in accordance with law.
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9323 - Meeting Conduct)
12. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Regulation **SOUTHERN HUMBOLDT JOINT UNIFIED SCHOOL DISTRICT**
 approved: March 25, 2010 Miranda, California

CIF GAMES TRANSPORTATION PROVISION

This memorandum of understanding is limited in scope to the transportation of high school sports teams when travel to and from California Interscholastic Federation (CIF) playoff game is required.

The District may contract with an outside provider only in the instance when the travel is required to and from a CIF playoff game. In lieu of a bus driver getting the driving work associated with travel of a championship team, the bargaining unit member who would naturally get the assignment based on the field trip rotation schedule memorialized in Article 19.4 of the Collective Bargaining Agreement (CBA) would be offered other work that is naturally associated with their regular duties. The bargaining unit member would be paid at the lawful rate of pay be it straight time or overtime for the number of hours that would have been otherwise worked if they had accepted the driving associated with the playoff game travel.

The bargaining unit member shall be able to accept or decline the alternative assignment opportunity. Should the member decline, the next bargaining unit member in the field trip rotation list shall be offered the work and so forth in harmony with Article 19.4.