

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
EAST FOOTHILLS CHAPTER #187**

AND

**EAST SIDE UNION HIGH SCHOOL DISTRICT
SAN JOSE, CALIFORNIA**

JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1

AGREEMENT

This is an Agreement made and entered into this first day of July 1, 2022, between the East Side Union High School District (hereinafter referred to as "District") and the California School Employees Association and its Local No. 187 (hereinafter referred to as "CSEA").

ARTICLE 2

RECOGNITION

2.1 **Exclusive Representative**

The District confirms its recognition of CSEA as the exclusive representative for that unit of employees listed in Appendix A.

2.2 **Bargaining Unit Classification**

The bargaining unit for which this Agreement is effective consists of the classifications listed in Appendix A.

2.3 **Exclusions**

The unit excludes the following Classified Management, Supervisory, and Confidential positions and all Certificated positions.

Administrative Secretary I (Labor Relations / Business)

Administrative Secretary II

Assistant Director of Facilities/Construction/Maintenance/Operations

Assistant Director of Information Technology & Computer Support

Associate Superintendent, Business Services

Associate Superintendent, Human Resources

Benefits & Safety Coordinator

Capital Budget Manager

Capital Projects & Purchasing Manager

Chief Technology Officer

Construction Bond Project Manager

Controller

Child Nutrition Supervisor

Coordinator of Attendance Accounting & International Students

Coordinator of Electronic Communications/Surveillance Systems

Director I

Director II

Director III

Department Secretary (Classified Employee Relations)

Director of Bond Purchasing & Capitol Accounting

Director of Facilities, Maintenance & Operations

Director of Finance

Director of General Services

Director of Marketing & Public Engagement

Director of Purchasing
Executive Assistant
Executive Secretary
Fiscal & Budget Manager
Manager of Classified Personnel
Payroll Supervisor
Project Manager
Senior Manager of Internal Audits
Senior Manager of Bond Program
Systems & Programming Supervisor
Transportation Operations Manager
Web Tech Specialist Manager - South Bay Consortium for Adult Education

* The following incumbents shall be y-rated and become part of the bargaining unit:

Personnel Technician II

2.4 **Positions Assigned to Bargaining Unit**

All newly created positions, except those that lawfully are certified as management, confidential or supervisory shall be assigned to the bargaining unit.

ARTICLE 3

SCOPE OF REPRESENTATION

The scope of representation shall be as defined by Government Code Section 3543.2 [Rodda Act SB160 (EERA)].

ARTICLE 4

EMPLOYEE RIGHTS

4.1 No Discrimination for CSEA Activity

Neither the District nor CSEA shall unlawfully interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity or because of the exercise of their rights guaranteed by this agreement.

4.2 Distribution of Job Information

Upon initial employment and each permanent change in classification, a unit member will receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week and months per year.

4.3 Non-discrimination Clause

The District and CSEA shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, or marital status in hiring, membership in an employee organization or participation in the activities of an employee organization.

ARTICLE 5

PERSONNEL FILES

5.1 File Contents

Copies of evaluative materials which may be used for promotion, demotion, or dismissal placed in a unit member's personnel file will be made available to the unit member. Unit members shall have the right to rebut any material in writing, and such rebuttal shall be attached and will become part of the unit member's file.

5.1.1 Materials in personnel files of employees that may serve as a basis for affecting the status of the employment are to be made available for the inspection of the person involved. This material is not to include ratings, reports, or records that were obtained prior to the employment of the person involved or were obtained in connection with a promotional examination.

5.2 File Inspection

Upon written authorization by the unit member, a representative of the CSEA shall be permitted to examine and/or obtain copies at CSEA's expense, of materials in unit member's personnel file. Unit members shall have the right to inspect his/her personnel file pertaining to him/her at any time mutually convenient to the unit member and the District during business hours. The District shall comply with the unit member's request to inspect their personnel file within five (5) days.

5.2.1 The person or persons who writes and/or places material in a unit member's personnel file shall sign the material and signify the date on which such material was written.

5.3 Right to Respond

Information shall not be entered or filed unless or until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any statement, his/her own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

5.4 **File Access**

Access to personnel files shall be limited to District management on a need-to-know basis. Board members may request the review of a unit member's file at a duly constituted personnel session of the Board. The contents of all personnel files shall be kept in the strictest confidence.

5.5 **File Location**

The District shall maintain the unit member's personnel files at the District's administrative offices.

ARTICLE 6

EVALUATION

6.1 **Evaluation of Probationary Employees**

Employees are to be evaluated no less than twice during their six (6) month probationary period of employment.

6.2 **Annual Performance Plan**

Permanent employees will meet annually with their management supervisor to receive and discuss the performance plan (Appendix H-1). The purpose of the performance plan is to provide the manager with an opportunity to appraise the employee's work performance during the previous year and to give recommendations for growth.

The employee will be given the opportunity to give a verbal and written response.

The performance plan will not be used as a negative evaluation instrument. A P105 form (Appendix H-2: Notice of Unsatisfactory Service) will be used when an employee's performance is in need of improvement. A P104 form (Appendix H-3: Notice of Outstanding Work Performance) will be used when an employee's performance is above average.

ARTICLE 7

ASSOCIATION RIGHTS

7.1 **Proper Conduct for CSEA Activities**

All CSEA business, discussions, and activities will be conducted by unit members or CSEA officials at such times and in such places that will not interfere with the assigned work hours of employees. CSEA may use District facilities when:

7.1.1 An authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.

7.1.2 CSEA agrees to adhere to the requirements of the Education Code relating to the use of school facilities.

7.1.3 CSEA may use the school mailboxes, intra-district mail and e-mail system, and bulletin board spaces designated by the Superintendent or designee without charge.

7.1.3.1 All postings for bulletin boards or items for school mailboxes must contain the date of postings or distribution and the identification of the organization together with a designated authorization by the CSEA President or designee.

7.1.3.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.

7.2 **Additional Rights**

In addition to the rights granted above, CSEA shall also have the right to:

- 7.2.1 Access at reasonable times to areas in which employees work.
- 7.2.2 Be supplied with a complete "hire date" seniority list quarterly, if requested by CSEA.
 - 7.2.2.1 Additional reports may be made available at CSEA expense.
- 7.2.3 The Board packet will be delivered to CSEA by a District representative the same day it becomes available to the Board of Trustees, which is normally a Friday.
- 7.2.4 Unpaid release time for employees who are CSEA state officers to conduct necessary CSEA business, and for CSEA Chapter delegates to attend CSEA annual conference, subject to approval of the immediate supervisor.
- 7.2.5 The District shall grant CSEA one hundred (100) days of Chapter release time in accordance with Education Code 45210 for the purposes of problem solving, contractual issues and acting as a resource for conflict resolution, training and CSEA's annual conference. The release time shall include the complete salary and benefits for the released member(s). The release time shall be used at the Association's discretion and by any member(s) that the Chapter designates.

The above release time shall be separate and apart from release time in accordance with 3543.1(c) of the Government Code.

- 7.2.5.1 Release time shall be calculated in half-day increments based on the member's FTE.
- 7.2.5.2 The CSEA President will provide a written notice to the District upon releasing a CSEA member. That notice shall be in writing and no less than forty-eight hours, unless an alternative arrangement is mutually agreed to by parties.

The notice shall include the member(s) released and duration of the release time.

7.3 Defamatory Information

CSEA will not post or distribute information which is defamatory of the District or its personnel, subject to the immediate removal by the District. Prior to any penalty being imposed, the Superintendent or designee will meet with a CSEA representative in an attempt to resolve problems.

7.4 Reduction in Services

In the event that the District contemplates a reduction in services affecting bargaining unit employees, CSEA shall be provided with a complete and accurate seniority list by classification, name and work location of affected employees and their assigned hours per day.

7.5 Employee Activity Report

Within thirty (30) working days of July 31 and January 31, CSEA will be provided with a report of bargaining unit employee's work location, classification, work assignment hours and months worked per year.

7.6 Vacancy Report

Within ten working days of September 30 and March 31, the District will indicate all bargaining unit vacancies as of September 30 and March 31.

7.7 Bargaining Unit Changes

The District will notify CSEA in writing of the following District actions affecting bargaining unit members:

- New hires
- Change in regular wages
- Change in permanent work schedule
- Change in permanent FTE (hours/week)
- Change in permanent work year
- Change in permanent classification

ARTICLE 8

RECLASSIFICATION

8.1 **Reclassification of Bargaining Unit Positions**

If the District proposes to reclassify a bargaining unit position or groups of bargaining unit positions, CSEA and the District shall schedule a meeting within thirty (30) calendar days of the proposal for the purpose of reaching an agreement on salary, classification, and job description.

By January 10th of each contract year, both parties may submit to the other party no more than three (3) classifications to be considered for reclassification. The positions shall be submitted on an alternating basis with CSEA submitting first in odd numbered years.

The parties will establish a reclassification committee which will consist of three (3) representatives from each party.

The reclassification committee shall meet no later than January 15th of each year to review the submitted reclassification(s).

No later than April 1st of each contract year, the Reclassification Committee shall refer their finding and/or recommendations to the respective negotiation teams for consideration.

All recommendations will be subject to funding availability as determined by the District.

All parties shall continue to work collectively to update job descriptions for Attendance Clerk, Department Secretary, Principal Secretary, and Paraeducator, however submissions for reclassification are not limited to these positions.

8.2 **Salary Placement of Reclassified Positions**

When a position or group of positions are reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing positions and the incumbent shall remain at his/her current service step consistent with years of service.

8.3 **Incumbent Rights**

When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position, if qualified.

8.4 **Abolition of a Position or Group of Positions**

If the District proposes to abolish a position or group of positions and create new positions in a different class, the incumbent in the abolished position who meets the minimum qualifications shall have a right to the new position. Incumbents who do not meet the minimum qualifications of the new position, but could reasonably acquire the skills necessary to be efficient in the new position within sixty (60) days, shall be assigned to the new position in a probationary status. Employees who do not meet the minimum qualifications within the sixty-day period shall be assigned to an alternate position, if one exists, equal to their original position. If an equal position does not exist, the employee will have the right to the first available position equal to the abolished position.

8.5 **Abandonment of Vacant Positions**

Vacant unit positions may be abandoned by the administration provided that:

8.5.1 Formal written notification to CSEA indicating which position(s) will be abandon takes place no later than 60 working days prior to the effective date of implementation. The timeline of 60 days begins upon the first day of vacancy of the position(s) pursuant to Article 14.2.4.

8.5.2 The district shall furnish CSEA with a report stating its reasons for abandoning the position(s) and the impact on immediate unit members.

ARTICLE 9

ORGANIZATIONAL SECURITY

9.1 **Membership Dues**

CSEA, as the exclusive representative, shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District will, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for such membership dues and service fees.

9.2 **Dues Payment Structure**

Pursuant to such authorization, the Board of Trustees shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Payroll deductions shall be without cost to the unit members or CSEA.

9.3 **Maintenance of Membership**

Each employee covered by this agreement who becomes a member shall maintain his/her membership in the Association for the term of this agreement.

9.4 **Payroll Deduction Authorization**

Persons serving in positions listed in Appendix A shall, within 30 days of the effective date of this agreement or within 30 days of their employment date, whichever is later, either join CSEA by executing a payroll deduction authorization form for payment of dues or choose to pay a service fee by executing a service fee deduction authorization form for the payment of a service fee.

9.4.1 Nothing contained herein shall prohibit an employee from paying dues or service fees directly to CSEA.

9.4.2 If an employee withdraws a dues or service fee authorization and fails to pay dues/service fees directly to CSEA the District shall, upon notification from CSEA, deduct from the wages of employees, and pay to CSEA, all dues/service fees owed to CSEA.

9.4.3 The District, upon appropriate written authorization from any eligible employee, shall deduct such other voluntary deductions as are available to the employees.

9.5 **Religious Exemption**

If an employee in the bargaining unit belongs to a recognized religious organization which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be paid by that unit member to a non-religious, non-labor organization charity exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of four:

1. Kids Are Special of Santa Clara County
2. San Francisco AIDS Foundation
3. Jack Emery Fund
4. United Way of Santa Clara County

9.5.1 Any bargaining unit member who is a member of a religious group whose beliefs prohibit joining an employee organization or paying a representational fee to such an organization shall demonstrate such membership and beliefs to a neutral third party to be agreed to by CSEA and the District. A member desiring to be exempt from joining CSEA or paying the representational fee shall file a claim of exemption with CSEA within ten (10) working days following the commencement of the member's working assignment. CSEA shall forward the claim to the District. The District and CSEA shall establish procedures for providing the member a hearing on the claim of exemption.

9.5.2 In the event the neutral denies the claim the neutral shall notify CSEA, the District and the unit member of such decision; and if the member fails or refuses to join CSEA or pay the representational fee by lump sum or make adequate provisions for its payment through payroll deduction within thirty (30) days after such decision, CSEA may initiate action as required by the provisions of Article 9.4.2.

9.6 **Remittance for Dues or Fees**

With respect to all sums deducted by the Board of Trustees pursuant to authorization of the unit member, whether for membership dues or service fee, the Board of Trustees agrees promptly to remit such monies to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in CSEA and indicating any changes in personnel from the list previously furnished.

9.7 **Indemnity Clause**

CSEA and the District specifically recognize that the enforcement of Section 9.4.2 may precipitate the bringing of legal action against the District. It is the intent of CSEA and the District that the District shall incur no expense whatsoever as a result of any legal challenge to Section 9.4.2 and/or Education Code Section 45061. Accordingly, CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein as they may be enforced pursuant to Education Code Section 45061. Should it become necessary for the District to incur legal expenses, including reasonable attorney's fees, as a result of a challenge to the enforcement of Section 9.4.2 and/or Education Code Section 45061, CSEA shall indemnify the District for any such expenses incurred.

9.8 **Information Furnished**

CSEA agrees to furnish any information needed by the Board of Trustees to fulfill the provisions of this Article. The Board agrees to furnish any information needed by CSEA to fulfill the provisions of this Article.

ARTICLE 10

DISTRIBUTION OF CONTRACT

- 10.1 After CSEA and the District collaboratively produce a final updated version of this contract within sixty (60) days after the execution of the contract, the District shall post on its website a copy of the contract, including all appendices and amendments. If the District has not received the final updated version of this contract within the sixty (60) day timeline referenced above, the District shall update the contract and post it on the District's website, including all appendices and amendments, with the approval of the revisions by CSEA. The contract shall be made available to bargaining unit members, via the District's website, www.esuhdsd.org. Employees may receive a printed copy at any time upon request to CSEA. CSEA will print the contract at CSEA Headquarters. The cost of printing will be split between CSEA and the District. New employees who are CSEA members shall be provided a link to a digital copy of the contract and informed of their right to request a printed copy from CSEA.

ARTICLE 11

DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Such powers and authority shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 12

DISCIPLINE

12.1 Probationary Employees

Dismissal of probationary employees is at the discretion of the District and such action shall not be subject to the provisions of this article or Article 13 (Grievance Procedure).

12.2 Permanent Employees

Discipline shall be imposed on permanent bargaining unit employees only for just cause. Disciplinary action includes, but is not limited to dismissal, demotion, suspension or a reduction in hours or pay.

12.3 Causes for Discipline

Bargaining unit members may be subject to disciplinary action for any one or more, but not limited to, the following reasons:

12.3.1 Incompetence, inefficiency, insubordination, inattention to or dereliction of duty.

12.3.2 Being under the influence of alcohol or unlawful controlled substances while on duty or using or possessing alcohol or controlled substances while on duty.

12.3.3 Furnishing alcohol or a controlled substance to a minor.

12.3.4 Discourteous treatment of the public or fellow employees, or any other willful failure of good conduct tending to injure the public service.

12.3.5 Willful and persistent violation of the provisions of the Education Code or of rules, regulations, policies or procedures adopted by the Board of Trustees.

12.3.6 Dishonesty.

12.3.7 Political activities engaged in by an employee during the employees' assigned hours of employment.

- 12.3.8 Conviction of a serious crime by a court of law, a record of one or more convictions which indicate that the person is a poor employment risk, failure to disclose material facts regarding criminal records, and other false or misleading information on application forms or examinations and employment records concerning material matters.
- 12.3.9 Frequent unexcused absences or tardiness.
- 12.3.10 Falsification of leave reports and/or time cards.
- 12.3.11 Failure to report for review of criminal records or for health examinations after due notice.
- 12.3.12 Advocating the overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.
- 12.3.13 During initial probationary period, the discovery or development of any physical, emotional, and/or mental condition which would have precluded employment.
- 12.3.14 Abandonment of position.
- 12.3.15 Material and intentional misinterpretation or concealment of any fact in connection with obtaining employment with the District.
- 12.3.16 Misappropriation of District funds or property.
- 12.3.17 Willful damage to District property, waster of District supplies or equipment, or excessive carelessness with District property or funds.

- 12.3.18 Negligently fails to obtain possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 12.3.19 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- 12.3.20 Unlawful retaliation against any District officer, employee, student, or member of the public who, in good faith, reports or discloses or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of any law of this state or the United States occurring on the job or directly related hereto.

12.4 **Disciplinary Terms**

Discipline under this article is defined as follows:

12.4.1 **Suspension**

Suspension is temporary removal from the employment of the District (with or without pay) for a specified period of time, not to exceed thirty (30) working days.

12.4.2 **Involuntary Demotion**

Involuntary demotion is placement in a lower classification.

12.4.3 **Dismissal**

Termination of employment with the District.

12.5 **Progressive Steps**

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps should be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. It is recognized that

not all steps should be utilized in all cases. Progressive steps may be as follows:

12.5.1 Verbal Warnings

Except in those situations where an emergency suspension is justified, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned by the supervisor. Such warnings shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action. A copy of any written warning shall be sent to the Chapter President unless otherwise requested by the unit member. The supervisor, normally, shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action. Written warnings are not appealable and are therefore not subject to a Skelly meeting, an appeal hearing, or grievance procedures (Article 13).

12.5.2 Written Reprimand

A copy of the written reprimand shall be placed in the employee's personnel file. A copy of the written reprimand shall also be sent to the Chapter President, unless otherwise requested by the employee. The employee has the right to write a response and that response shall be attached to the memorandum. Written reprimands are not appealable and are therefore not subject to a Skelly meeting, an appeal hearing, or grievance procedures (Article 13).

12.5.3 Suspension

12.5.4 Involuntary Demotion

12.5.5 Dismissal

12.6 **Emergency Suspension**

CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would, in the judgment of the Superintendent, or designee, be a danger to the lives, safety or health of students, or fellow employees, the District may immediately suspend the employee. Such suspension shall be with pay until the employee has been given the written

notice described in 12.7 above. Thereafter the employee may be suspended with or without pay.

12.7 Procedure for Discipline

12.7.1 Notice of Intent to Recommend Discipline

12.7.1.1 A permanent classified employee shall receive a preliminary written notice of intent to recommend discipline. The notice must contain the following:

12.7.1.1.1 The proposed disciplinary action.

12.7.1.1.2 A statement of charges including the cause(s) for the personnel action, as set forth above.

12.7.1.1.3 A statement of the specific act or omissions, including dates, time and location, if applicable, upon which the causes are based. If a violation of a rule, policy or regulation of the District is alleged, the rule, policy or regulation violated shall be stated in the statement of charges.

12.7.1.1.4 A statement of the employee's right to a Skelly meeting and the manner and time within which the request for a Skelly meeting must be filed.

12.7.1.1.5 Copies of any known written materials upon which the proposed disciplinary action is based must be attached to the preliminary written notice.

12.7.1.2 The unit member shall have the right to respond either orally or in writing within ten (10) working days after service of the notice and statement of charges. A card (form) shall be provided to the employee with the notice, the signing of which shall constitute a demand for a

Skelly meeting and a denial of all charges. Failure to request a Skelly meeting within the ten (10) working days shall constitute a waiver of the right to such a meeting. The purpose of the Skelly meeting shall be to permit the employee to respond to the charges, to offer information and to examine the materials, if any, on which the proposed discipline is based.

12.7.1.3 The Skelly Officer shall consider the employee's response and recommend to the Superintendent or designee that the proposed disciplinary action either be taken or not taken. Unless the Superintendent withdraws the proposed disciplinary action following the Skelly hearing, the Superintendent or designee shall prepare a final notice of discipline pursuant to Article 12.7.2 below.

12.7.2 Final Notice of Suspension, Demotion, or Dismissal

The Superintendent or designee initiating the action shall file the final notice of discipline with the Governing Board for approval. If the Board approves the action, a copy of the notice shall be served upon the employee either personally, by registered mail, or certified mail with return receipt requested, at the employee's last known address. The notice shall contain the same statement of charges contained in the preliminary notice and shall inform the employee of the effective date of the disciplinary action. The notice shall also include the following information regarding the employee's appeal rights:

12.7.2.1 Employee has the right to a hearing on the charges. If the employee elects a formal hearing, s/he shall have the option to have the Board of Trustees hear the case or to move the matter before an advisory arbitrator, but in no instance may the employee select both. The selection of an arbitrator will be in accordance with the Grievance mechanism at Article 13.6.3 and Article 12.10 (Employee Representation).

12.7.2.2 The employee's request for a formal hearing must be in writing, mailed or delivered to the District Office no later

than ten (10) working days after the date on which the District's final notice of discipline is served on the employee. Failure of the employee to file a request for a hearing within the ten (10) working days timeline shall constitute a waiver of the employee's right to a formal hearing.

12.7.2.3 The right to be represented by CSEA at the hearing.

12.7.2.4 The Advisory Arbitrator or Board of Trustees, as selected by the employee shall, as soon as possible, hear the evidence and render a decision on the matter.

12.7.3 Employee's Status Pending Appeal (or Waiver of Appeal)

12.7.3.1 Paid Administrative Leave

A permanent, classified employee may be placed on paid administrative leave at any time during the disciplinary process.

12.7.3.2 Unpaid Administrative Leave

An employee against whom dismissal is recommended shall be placed on unpaid administrative leave from the date that the final notice of discipline is served on the employee pursuant to Article 12.7.2 above, until the effective date of his/her dismissal.

12.8 Referral to Board

12.8.1 The Board of Trustees may, at its discretion, refer any disciplinary hearing to an advisory arbitrator using the alternate strike process described in Article 13. If the Board of Trustees elects to refer the matter to advisory arbitration, the referral must occur within 45 calendar days. The Board of Trustees should act to accept, modify or reflect the arbitration award within 15 calendar days after receipt of the arbitrator's decision.

12.8.2 If the Board of Trustees unilaterally refers a matter to advisory arbitration, the District shall be responsible for the fee of the arbitrator and the fee for the appearance of the court reporter. Each side will bear (their own) other costs and fees, if any.

12.9 **Review of Hearing Body (Advisory Arbitrator or Board)**

12.9.1 The hearing body may also review, if requested in the appeal, the determination that there was “just cause” for the penalty.

12.9.2 The hearing body shall have the authority to issue finds of fact and conclusions and determine whether the penalty is inappropriate for the offense.

12.9.3 After hearing and after both parties have had an opportunity to make written arguments, the Advisory Arbitrator or Board of Trustees shall submit in writing to all parties their findings within forty-five (45) calendar days.

12.10 **Employee Representation**

Employees have the right to be represented by CSEA at all appeal stages of the disciplinary procedure. CSEA reserves the right to refuse to appeal a disciplinary action to any level including Advisory Arbitration. If CSEA exercises its rights herein, an employee may appeal as an alternative to Advisory Arbitration, a disciplinary action to the Board of Trustees as provided for in Education Code Section 45113.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 **Definitions**

- 13.1.1 A "grievance" is an allegation by a unit member or CSEA acting on behalf of a unit member(s) that there has been a violation, misinterpretation or misapplication of the specific provisions of this agreement.
- 13.1.2 A "grievant" may be any unit member of the District or CSEA acting on behalf of a unit member(s) covered by the terms of this agreement.
- 13.1.3 A "day" is any day in which the Education Center of the District is open for business.
- 13.1.4 The "immediate supervisor" is the management person (as designated by the District) having jurisdiction over the grievant.

13.2 **Association Grievance**

A grievance alleging a violation or misinterpretation of Article 7 (Association Rights) may be filed by CSEA on its own behalf. Actions to change the policies of the District or administrative regulations and procedures must be undertaken under separate legal processes.

13.3 **Restrictions**

- 13.3.1 Unit members with concerns or complaints outside the terms of this agreement have available District Policy 4161.1, which provides an opportunity for redress.
- 13.3.2 A grievance cannot be filed on, and this grievance procedure does not apply to, the content of evaluation of members of the unit, except for alleged violation of procedural matters.

13.4 **Release Time**

The Association and the grievant will exclusively receive time off from duties for the processing of grievances for unit members who are designated as Association representatives, subject to the following conditions:

- 13.4.1 By no later than January 31 of each year, the Association will designate in writing to the Superintendent a list of unit members who are to receive time off for processing of grievances. One representative and the grievant will receive time off at each level.
- 13.4.2 Twenty-four (24) hours, if possible, prior to release time for grievance processing the designated representative informs his or her immediate supervisor.
- 13.4.3 The Association as the exclusive representative reserves its rights under EERA to represent named unit member(s), at the request of the grievant at any or all levels of the grievance process.

13.5 **Informal Level**

Prior to implementation of the Grievance Procedure, employees are encouraged to attempt to identify and resolve the problem in an informal conference with their immediate supervisor. The employee has a right to a union representative, if desired. No reprisal shall be invoked against any employee for processing a grievance.

13.6 **Formal Level**

13.6.1 **Level 1**

No later than thirty (30) days after the grievant could have known of the act or omission giving rise to the grievance, the grievant must present such grievance to the immediate supervisor. The document shall be a clear, concise statement of the grievance, the circumstances involved, and the remedy sought.

The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.

13.6.2 Level 2

In the event the grievant is not satisfied with the decision at Level 1, he/she must appeal the decision to the Superintendent or designee within ten (10) days. This document shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or designee shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

If the grievance arises from an act or omission on the part of a member of management at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing at Level 2.

If the grievance involves more than one employee or employees with different immediate supervisors, the grievance may be filed at Level 2.

13.6.3 Level 3

If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may within twenty (20) days request in writing that his/her grievance be submitted to arbitration.

The grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to be determined by mutual agreement, to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The grievant shall strike the first name. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations, and procedures of the District.

After hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations, which shall be final and binding.

13.7 **Grievance Carryover**

If a grievance is not resolved by the end of the school year, and the grievant is unable to carry it through the vacation period, it shall be continued to the next work year. Upon resumption of the procedure, the time limits as agreed to in the grievance procedure shall be adhered to.

13.7.1 Should a grievance not be resolved by the end of the terminating dates of the contract, the grievance procedure as set forth in this agreement shall remain in effect until resolution of said grievance.

13.8 **Employee Processed Grievance**

An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is made prior to arbitration and is not inconsistent with the terms of this agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievances, CSEA shall be provided with a copy of the proposed resolution for review and be given five (5) days to respond. Any time delays caused by this review will not require advancement to the next level. CSEA shall have the right to be present at any stage of an employee-processed grievance, without participating.

13.9 **Grievance Witness**

The District shall make available for testimony, in connection with the grievance procedure, any District employee whose appearance is requested by the grievant or CSEA. Any employee witness required to appear in connection with this article shall suffer no loss of pay.

ARTICLE 14

TRANSFER, PROMOTIONS, AND FILLING OF VACANCIES

14.1 Definitions

14.1.1 Vacancy

A vacant position is one which is created when an employee permanently leaves the position or when the District creates a new position.

14.1.2 Transfer

A transfer is the lateral movement of an employee from one position to another position with the same class or between positions of different classes having substantially similar duties, responsibilities, and qualifications, and the same salary range.

14.1.2.1 Voluntary Employee Transfer:

A voluntary employee transfer is a transfer initiated by the unit member.

14.1.2.2 Administrative Transfer:

An administrative transfer is a transfer initiated by the District.

14.1.3 Promotion

A promotion is defined as the movement of an employee from one classification to another classification with a higher salary range designation.

14.2 Posting and Filling of Open Positions

The District management shall post in each bargaining unit work location, a list of all known vacancies listed as bargaining unit classifications.

14.2.1 All vacancies shall be posted for a minimum of five (5) working days prior to being filled.

14.2.2 The job vacancy notice shall include: the job title, the assigned work site, the number of hours per day, the salary range, the deadline for filing, the testing requirement/qualifications, and the

date of the posting. A job description shall be provided by the work site and/or the Human Resources Office upon request.

14.2.3 Copies of job vacancy notices will be sent to the CSEA President or designee.

14.2.4 The District shall have sixty (60) days to fill vacant or newly created positions.

14.3 **Filing for Open Position**

Any employee in the bargaining unit may file for a vacancy by submitting written notice to the Human Resources Office within the filing period. Any employee on leave or vacation may authorize his/her representative to file on the employee's behalf. The employee and/or the authorized representative is responsible for responding to the regular posting and meeting all deadlines for application.

14.4 **Procedure for Filling Vacancies**

14.4.1 The District will review and screen transfer and promotional applicants (within the bargaining unit) before considering applicants outside of the bargaining unit. Transfer and Promotional applicants will be notified of interview times and will have twenty-four (24) hours to respond before external candidates are notified. Unit members requesting a transfer to a vacant position shall be given first consideration.

14.4.2 All applicants will be reviewed by the District to determine if the applicants meet the qualifications based on the description of the vacancy.

14.4.3 A bargaining unit applicant who meets the minimum qualifications will be offered an interview provided that they have submitted a fully completed online application. Any bargaining unit applicant not offered an interview will be notified by the District at least twenty-four (24) hours before interviews are held.

14.4.4 **Selection Process**

14.4.4.1 Criteria for selection will include (without priority) seniority, performance reports, qualifications, and job requirements as these relate to the job description.

14.4.4.2 The criteria listed in 14.4.4.1 will be assessed for each candidate through an interview and test, if applicable.

14.4.4.2.1 A CSEA representative from the site will be appointed to serve on each interview panel. The representative will be chosen by the CSEA President or designee. If the CSEA President or designee is unable to find a qualified representative from the site then the CSEA President or designee shall appoint a CSEA representative from another site.

The President and the designee will be notified of the need to select a representative at least five (5) working days before the interview date. CSEA will respond within two (2) working days with the name of the designated representative.

CSEA will provide the District with the name of the designee annually by July January 1st.

14.4.4.2.2 The interview panel will not rely on hearsay in making a recommendation.

14.4.4.3 The final selection is with the discretion of the district management within the guidelines of the CSEA contract.

14.4.4.3.1 If the final selection is an external candidate, the district will wait at least twenty-four (24) hours after the last interview before notifying the external candidate of the job offer.

14.4.4.4 Within fifteen (15) days of a written request by an unsuccessful candidate, the Human Resources

Division will provide written reasons for non-selection based on the established selection criteria. A copy of the letter will be sent to the CSEA Chapter President or designee.

14.4.5 Administrative Transfer

14.4.5.1 An administrative transfer may be initiated by the District, with notice, no less than ten (10) working days prior to such transfer, when it is reasonably determined to be in the best interest of the District based on work-related needs. No employee shall be transferred for punitive reasons. The unit member affected by such transfer will be given notice as soon as possible. The employee and CSEA shall be informed of the reason(s) in writing prior to such action.

14.4.5.2 If there is a need to make an administrative transfer due to a staff overage at a site, the District will first ask for volunteers. Employees to be involuntarily transferred shall have the right to indicate preferences from available vacancies. The unit member's personal preferences shall not be binding upon the District.

14.4.5.3 In considering an administrative transfer where there is a staffing overage, the District will first consider the unit members' qualifications, skills, and abilities. If qualifications, skills, and abilities are equal, the employee with the least seniority will be the determining factor.

14.4.5.4 If the District needs to make reasonable accommodation for a bargaining unit member with a disability, the District may make an administrative transfer, if necessary to accommodate the employee.

14.5 Step Placement Upon Promotion

When promoted from one class to another class the employee shall be placed at the same step in the new range on the salary schedule to which the employee would be entitled on the basis of continuous years of service within the District.

14.5.1 If the employee is not assigned to the promoted position within 15 working days, the employee shall begin receiving the pay of the higher position on the 16th day.

14.6 **Promotional Probation**

A permanent employee receiving a promotion shall serve in a probationary status in the new classification for four (4) calendar months. Upon completion of the probationary period, the employee shall be considered permanent in the classification. Should a promoted employee not successfully complete the promotional probationary period, the employee shall have the right to return to a position within the classification the employee left to accept the promotion.

14.6.1 If an employee accepts a promotion, as defined under Article 14.1.3, during the original six (6) month probationary period established at the time of initial hire, the employee shall serve in a probationary status in the new classification for four (4) months, as defined in Article 14.6. If the employee fails to complete the four (4) month probationary period in the promoted classification, the employee shall have the right to serve the remaining balance of the original six (6) month probationary period within the classification the employee left to accept the promotion.

14.7 **Medical Transfer**

The District will assign alternate work when available to a qualified employee who has become medically unable to satisfactorily perform his/her essential job functions. Medical transfers may be effected only upon concurrence by the employee's physician that the employee is medically capable of performing the new duties without restrictions. The District may require an examination by a physician designated by the District. The alternate work may constitute promotion, demotion, or lateral transfer to related class, provided the proposed action does not violate any other provision(s) of this contract.

14.8 **District/Site Reorganization**

In any major administrative reorganization, which is planned by the District and which impacts bargaining unit employees, causing the potential transfer of employees, the District agrees to consult with CSEA in advance of such reorganization.

ARTICLE 15

COMPENSATION

15.1 **Regular Rate of Pay**

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in Appendix A, which is attached hereto and by reference incorporated as a part of this agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this agreement.

15.1.1 The amounts indicated on the classified service salary schedule express rates of pay for full-time employees in dollars per calendar month. The equivalent hourly rate of pay for each monthly rate of pay is determined by dividing the monthly rate by 173.33 and dropping all figures past the second decimal.

15.2 **Anniversary Date**

When an employee is initially placed on Step One the salary of Step Two shall be paid upon completion of six (6) calendar months of service. The employee's anniversary date is then changed to the first of the month the employee is advanced to Step Two. An employee hired between the first and the fifteenth of the month shall have an anniversary date of the first of the same month. An employee hired between the sixteenth and the last day of the month shall have an anniversary date on the first of the next month.

15.2.1 **Advanced Placement**

A "new" employee may begin employment at Step Three based on previous outside experience and education. When an employee is initially advanced placed (step two, or three) the employee will be placed on the next step upon the completion of twelve (12) calendar months for each step advanced. [Step 2 = 12 months, step 3 = 24 months] The Employee's anniversary date is the first of the month that the employee is advanced to the next step. An advanced placement employee's probationary period is six months.

A “new” employee shall be defined as a person who has not begun employment as a District employee, including their probationary status.

- 15.2.2 The advanced placement will go to the District Board for approval at an open public meeting.

15.3 **Salary Increases**

- 15.3.1 For the 2022-2023 fiscal year, a 4% increase to the salary schedules (including service increment, shift differential, professional growth, and oral/translation stipend}, in accordance with Article 15.

For the 2023-2024 fiscal year, a 4.25% increase to the salary schedules (including service increment, shift differential, professional growth, and oral/translation stipend} in accordance with Article 15.

For the term of this agreement, if any other bargaining unit, confidential or management receive a salary increase, off schedule bonus or any other increase of monetary value, the CSEA bargaining unit shall receive the same increase.

- 15.3.2 Service increment (15.4), shift differential (15.7), professional growth (15.8.2) and oral/translation stipend (15.14) shall also be increased in accordance with Article 15.3.

- 15.3.3 Unit members who, because of the reclassification study and 1986-87 salary adjustments, do not fall on a step on the salary schedule matrix, will continue to receive salary increases without having to fall on the salary schedule matrix.

15. 3.3.1 Effective July 1, 1989, unit members making a lateral transfer shall remain on their same designated salary schedule.

- 15.3.4 **Step Increases**

As of July 1, 1980, for the purposes of step increases on the salary schedule, longevity increments on the salary schedule,

professional growth eligibility and longevity vacation accrual, unit members who work in positions scheduled for ten (10) months or more will receive credit for time worked equal to a full calendar year worked, less any time on an unpaid leave of more than three (3) months.

15.3.4.1 Annual longevity increments, step increases, and professional growth increments are prorated for unit members who work less than twelve (12) months.

15.3.4.2 The District agrees to increase the salary of each CSEA bargaining unit member by an amount equal to the percentage received plus COLA by certificated bargaining unit for the CSEA successor agreement.

15.4 **Service Increments**

Effective July 1, 2022, the service increments shall be:

Starting with the sixth (6th) year \$1,440 (\$120/mo)
Starting with the eighth (8th) year \$2,172 (\$181/mo)
Starting with the tenth (10th) year \$2,916 (\$243/mo)
Starting with the twelfth (12th) year \$3,660 (\$305/mo)
Starting with the fourteenth (14th) year \$4,404 (\$367/mo)
Starting with the sixteenth (16th) year \$5,136 (\$428/mo)
Starting with the eighteenth (18th) year \$5,892 (\$491/mo)
Starting with the twentieth (20th) year \$6,624 (\$552/mo)
Starting with the twenty-second (22nd) year \$7,380 (\$615/mo)
Starting with the twenty-fourth (24th) year \$8,112 (\$676/mo)
Starting with the twenty-sixth (26th) year \$8,856 (\$738/mo)
Starting with the twenty-eighth (28th) year \$9,600 (\$800/mo)
Starting with the thirtieth (30th) year \$10,344 (\$862/mo)
Starting with the thirty-second (32nd) year \$11,088 (\$924/mo)
Starting with the thirty-fourth (34th) year \$11,832 (\$986/mo)
Starting with the thirty-sixth (36th) year \$12,564 (\$1,047/mo)

Service increments shall be increased as determined by 15.3.1.

15.5 Classification Change

Upon change of classification, the employee shall be placed at the same step in the new classification on the salary schedule to which the employee would be entitled on the basis of continuous years of service with the District. In the case of a promotion, if the employee is not assigned to the new position within fifteen (15) working days, the employee shall begin receiving the pay of the higher position on the sixteenth (16th) day.

15.6 Assignment Out of Classification

If an employee is assigned to work out of his/her classification in a position of higher classification for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, his/her pay will be adjusted upward at the same step he/she is already on for the entire period he/she is required to work out of his/her classification.

15.6.1 Vacation Leave

In order for an employee to be eligible to earn vacation at the out-of-class rate of pay, the employee must complete sixty (60) work days or more in the out-of-class assignment.

Any vacation taken by a classified employee working in an out-of-class status in the first sixty (60) work days of that assignment, shall be paid at the employee's regular rate of pay.

Vacation hours earned during an out-of-class period and taken more than sixty (60) work days after the out-of-class assignment started, shall be paid at the out-of-class rate of pay. Vacation days taken in excess of those earned during the out-of-class assignment shall be paid at the regular rate of pay.

At the end of an employee's out-of-class period, the employee will be paid the differential between the employee's regular rate of pay and the out-of-class rate of pay for all vacation hours earned during the out-of-class period which the employee did not use, including vacation hours which were earned during the sixty (60) work-day period.

The vacation differential shall be paid within one month after notice of the termination of the out-of-class assignments to the District's Classified Human Resources Office.

15.6.2 Sick Leave

Employees will earn sick leave at the out-of-class rate of pay for the entire period of the out-of-class assignment.

Employees who uses sick leave during the period of the out-of-class assignment, will be paid at the out-of-class rate of pay.

If an employee uses more sick leave hours than the employee has earned in his/her out-of-class status, the employee shall be paid for those additional hours at his/her regular rate of pay.

At the end of an employee's out-of-class period, the employee will be paid the differential between the regular rate of pay and the out-of-class rate of pay for all sick leave hours earned during the out-of-class period which the employee did not use.

The differential pay out for sick leave shall be paid within one month after notice of the termination of the out-of-class assignment to the District's Classified Human Resources Office.

15.6.3 Holiday Pay

If an employee serves in an out-of-class status either the day before or the day after a holiday, the employee would get paid for the holiday at the out-of-class rate of pay.

15.7 Shift Differential

Effective July 1, 2022, the shift differential for swing and graveyard shift shall be:

SWING..... \$256/month
GRAVEYARD..... \$337/month

Shift differential pay shall be increased as determined by 15.3.1.

15.8 Professional Growth Program

A Professional Growth Program is provided for in Appendix C, which is attached hereto and by reference incorporated as a part of this agreement.

15.8.1 Professional Growth Stipend

Effective July 1, 2022, the professional Growth increment will be \$76 as per District professional growth policy.

15.8.2 Professional Growth

The Professional Growth stipend pay shall be increased as determined by 15.3.1.

15.8.3 The District and CSEA shall meet, during the term of this agreement, to review and update the current professional growth class lists, including the establishment of career ladder courses that would be incorporated into the professional growth class lists.

15.9 Payroll Errors

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the district shall within five (5) working days following such determination provide the employee with a statement of correction and a supplemental payment drawn against any available funds. (Ed. Code 45167)

15.10 Mileage

Any employee in the bargaining unit required to use his/her own vehicle on District business shall be reimbursed at the rate allowed by the Internal Revenue Service. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. The amount shall be payable in a separate warrant drawn against District funds.

15.11 Meals

Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District, shall be reimbursed at the rate approved by the Board of Trustees.

15.12 **Lodging**

Any employee in the bargaining unit, who as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. When possible, the District shall provide advance funds to the employee for such lodging.

15.13 **Golden Handshake**

In concept we agree with the offering of Golden Handshake to our District permanent employees who meet the requirements precluding any cost to the District.

15.14 **Oral/Translation Stipend**

15.14.1 A monthly stipend of one hundred twenty-nine (\$129 effective 7/1/2022) per month (regardless of FTE) may be offered to unit member(s) to facilitate communication between staff and non-English speaking parents/guardians. Duties may include, but are not limited to, oral translation in matters related to student registration, student records, attendance, discipline, conferences and meetings.

Oral/Translation Stipend shall be increased as determined by 15.3.1.

15.14.2 Such duties may be performed during work hours or after hours. Any work performed after employee's hours shall be compensated at the unit member's regular rate of pay or overtime, if applicable.

15.14.3 These duties shall not be part of the normal and customary duties of the position, as required by the job description. As such, classifications requiring the use of a second language will not be eligible for the Oral/Translation stipend.

15.14.4 Eligible unit members, as determined by a competency test administered by the District, may apply for the stipend.

15.14.5 Selection among eligible unit members shall be made by the site administrator.

- 15.14.6 This does not preclude other District employees from voluntarily, periodically performing these responsibilities.
- 15.14.7 The District reserves the right to reevaluate the payment of this stipend at least once a year and decide which unit member shall receive the stipend. Employees who transfer to a different site must reapply at the new site.

ARTICLE 16

BENEFITS

16.1 **Health and Welfare Benefits**

Except as provided in 16.1.1 below, the District agrees to pay the medical, dental, vision, life insurance, and employee assistance program premiums for all unit members working one-half time or more and to pay for the unit member's dependents. Unit members employed before June 30, 2001 and working less than one-half (1/2) time may elect to take the health and dental benefits on a prorated basis as the number of hours worked per day bears to eight (8). All new employees, hired as of July 1, 2001, and working less than five (5) hours, shall receive prorated health and welfare benefits in accordance with 16.1.8 and 16.2 (if applicable).

16.1.1 A unit member whose spouse or domestic partner is a District employee and already enrolled in a District offered medical plan shall not be entitled to separately enroll in, or receive, separate or "double" coverage under any District-offered plan, but will be enrolled in dependent coverage under the spouse's/domestic partner's existing plan. For purposes of this Article 16, the unit member with the greater seniority shall be designated as the primary subscriber under the selected District-offered plan.

16.1.1.1 If the unit member's spouse or domestic partner is also a District employee, then in lieu of double or separate enrollment, District will establish an IRS-approved, District-funded health reimbursement arrangement (HRA) to reimburse medical and prescription co-pays at an annual maximum level of \$3,000 per family.

16.1.1.2 Eligible dependent children of the unit members will remain covered under the selected family plan.

16.1.1.2.1 When two spouse/domestic partner unit members are covered under a single plan and the primary subscribing unit member (as determined above) desires to terminate dependent or other coverage, then the

spouse/domestic partner of such primary subscribing unit member may elect to continue such eligible coverage with no waiting period as long as the coverage has been continuous, in which case such unit members shall no longer be eligible for the HRA.

- 16.1.1.3 This Article 16.1.1 shall not apply to unit member spouses/domestic partners who elected and enrolled in different District-offered medical plans as of ratification by the parties, 11/16/2017 (for example purposes only, one unit member in Kaiser and the spouse/domestic partner unit member in Anthem).

The District will continue to pay the full premium of Health and Welfare benefits.

CSEA agrees to the following medical plan design.

Kaiser	Office visit co-pay \$20.00 Emergency Room visit \$50 RX \$15/\$30 RX 100 Day Mail Order \$30/\$60 Durable Medical Equipment coverage
Aetna HMO	Office visit co-pay \$20.00 Emergency Room visit \$50 RX \$15/\$30
ESUHSD PPO Plan	Office visit co-pay \$20.00 Emergency Room visit \$50 RX \$15/\$30

- 16.1.2 Health and Welfare Benefits shall be defined as medical, dental, vision, life insurance and employee assistance premiums.

- 16.1.3 Any change in plan design shall be subject to negotiations. Any change to the Third Party Administrator (TPA, which impacts CSEA terms and conditions of employment, including but not limited to, a change to the plan design and/or any mandatory subject of bargaining shall be subject to negotiations.

The benefit coverage shall include the following:

- A. ESUHSD Medical Plan PPO
- B. Kaiser Foundation Health Plan
- C. Aetna HMO
- D. \$40,000 Life Insurance Policy - (Life and AD&D Insurance)
- E. Delta Dental
- F. Employee Assistance Program (UNUM) (7 visits per incident, upon request with this provider only)
- G. Vision (Vision Service Plan)

16.1.4 Prorated

All employees hired after July 1, 2001, shall receive health and welfare benefits prorated as stipulated:

- a) 0% for less than four (4) hours daily
- b) 50% for less than five (5) hours, but four (4) hours or more and;
- c) 100% for equal to or greater than five (5) hours daily.

16.2 **Averaging Overtime Work for Benefit Qualifications**

16.2.1 An "affected employee" shall be defined as an employee whose FTE is less than .625 (5 hours/day).

16.2.2 Starting 2006/2007 annually the District shall average the number of hours worked over the course of their work year to establish the average number of hours worked per day for each affected employee. The formula shall be:

16.2.2.1 The total number of hours(s) worked beyond the affected employee's F.T.E. divided by the number of

regularly scheduled work days, which shall be added to the employee's F.T.E.

16.2.2.2 The above number will determine which category the affected employee moves into for the subsequent work year.

16.2.2.3 For example, if a four hour employee that worked 180 days worked 180 extra hours during their regular work year, that employee would average one additional hour. That affected employee would average five hours and would move within category (c) for the subsequent year.

16.2.3 If the average number of hours equate to five hours or more, the affected employee shall receive fully paid benefits for the subsequent work year and fall within category (c) above.

16.2.4 Any affected employee who was not enrolled in the Health and Benefit plan must enroll during "open enrollment" period to be eligible for 16.2.1 and receive Health Benefits for the subsequent year.

16.2.5 If the affected employee falls under option (c), but at the end of the subsequent year does not average five (5) hours or more, that employee shall move back to category (b) or category (a) respectively.

16.3 **Eligibility**

Employees hired after the first (1st) of the month will be eligible for benefits as of the first (1st) of the following month.

16.4 **Retired Classified Personnel Medical Coverage**

See Appendix D.

ARTICLE 17

VACATION

17.1 Eligibility

All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are granted on a fiscal year basis--July 1 to June 30.

17.2 Paid Vacation

Except as otherwise provided in this article, paid vacations 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 may be granted in the fiscal year in which it is earned.

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

17.2.1.1 Six (6) days for full-time unit members, or a prorated portion for part-time unit members, are earned after six (6) full months of continuous service. Thereafter, unit members earn one (1) vacation day for each month of additional service or a prorated portion for less than a full month. Additional annual leave is earned at the rate of:

17.2.1.1.1 Three additional days after completion of five (5) years of continuous service.

17.2.1.1.2 Three additional days after completion of ten (10) years of continuous service.

17.2.1.1.3 Five additional days after completion of fifteen (15) years of continuous service.

17.2.2 Annual vacation must be taken in full by the end of the subsequent year in which it was earned. Unit members shall have the option to carry over no more than five (5) vacation days.

17.2.3 With prior approval of the appropriate supervisor and the Director of Human Resources written requests for carry over of vacation time will be considered.

17.2.4 Employees who work less than a twelve (12) month year may take vacation during recess period or not receive pay for those recess days and receive pay for all vacation days on the payday of their last working month or no later than the tenth (10th) of the following month.

17.3 **Vacation Pay**

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

17.4 **Vacation Pay Upon Termination**

When any permanent employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation earned and accumulated up to and including the effective date of termination.

17.5 **Vacation Postponement**

17.5.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may carry over his/her vacation to the following year.

17.5.2 Unless agreed to by the employee, the District may not cancel a previously approved vacation schedule without a notice of ten (10) working days.

17.5.3 If the District does not permit a unit member to take all or any part of his/her annual vacation within the time limits prescribed in this article, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or paid for in cash.

17.6 **Vacation Scheduling**

Vacation shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements as determined by the District. Vacation requests shall be submitted at least five (5) working days prior to the start of the vacation time. Vacation approval shall be approved on a first submitted basis. If there is any conflict between two (2) or more employees who are working on the same or similar operations or work site as to when vacation shall be taken, the employee with the greatest hire date seniority shall be given his/her preference; if that be equal, determination shall be made by lot. In addition, such approval/denial shall be provided to the affected employee in writing.

17.6.1 Employees will reduce excess vacation balances by a minimum of 5 days each year. Excess vacation balances are defined as those days over the previous year accrual plus 5 days as of June 30th of each year.

These employees may be required to use these 5 days during spring break, winter break, shutdown days and other times when school is not in session.

17.7 **Interruption of Vacation**

An employee in the bargaining unit 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 18

LEAVES

18.1 **Bereavement Leave**

All unit members shall be granted up to three (3) days, five (5) days if out of state and/or travel in excess of 300 miles, bereavement leave in the event of death of a member of his/her immediate family.

18.1.1 Immediate family shall be considered as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, and grandchildren of the unit member or spouse, or any relative living in the immediate household of the unit member.

18.2 **Jury Duty**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall pay to the District, the amount received for jury duty.

18.2.1 Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

18.2.2 Any unit member who works at least five-eighths of his/her assigned time after 3:00 p.m. and who is required to serve all or any part of the day on jury duty after 12:00 noon shall be relieved from work with pay.

18.3 **Sick Leave**

All unit members earn sick leave at the rate of one (1) working day for each calendar month of service, or a prorated amount for employees working less than eight (8) hours per day, five (5) days per week or twelve (12) months per year.

18.3.1 Sick leave need not be accrued prior to illness or injury in any one fiscal year and such leave may be taken any time during the year.

18.3.2 Probationary unit members of the District will not be eligible to take more than six (6) days or the proportionate amount to which

they are entitled, until the first day of the calendar month after completion of six (6) full months of active service with the District.

- 18.3.3 Five-month differential pay for sickness will commence after and in addition to use of all accumulated leaves in accordance with Education Code 45196. Employees shall provide an updated medical verification to receive this leave.
- 18.3.4 If a unit member resigns for the expressed purpose of going from a twelve-month to a ten-month position and the unit member is rehired for a ten-month position within three (3) months of the effective date of the resignation, there shall be no loss of sick leave and the unpaid time shall not be considered a break in service for any reason. The anniversary date will be adjusted to reflect the lost time only.
- 18.3.5 If the unit member does not take the full amount of sick leave allowance in any one year, the amount not taken shall be accumulated from year to year.
- 18.3.6 All rights of a unit member to sick leave with pay are terminated upon resignation with the exception provided in the Education Code providing for transfer of sick leave.
- 18.3.7 Any absence due to illness or injury which exceeds five (5) days may require proof of illness or injury in the form of a statement by the attending physician.
- 18.3.8 Absences incurred due to injuries or major illness, whether associated with the job or not, require a doctor's unconditional release (except as to number of hours) prior to returning to work.
- 18.3.9 Medical and dental appointments are chargeable to accumulated sick leave.

18.4 **Personal Necessity**

Employees may use up to seven (7) days of accumulated sick leave per fiscal year in the cases of personal necessity, including any of the following: (1) death of a member of the immediate family when leave beyond normal bereavement leave is required; (2) accident to the person or his property or the person or property of the immediate family; (3) appearance in any court or administrative tribunal as a litigant, party, witness, or under an official order; (4) serious or critical illness of a member of the immediate family; (5) death of sister-in-law or brother-in-law; (6) other personal contingency that requires an employee's absence from duty. The words "emergency" and "contingency" are used to mean an event "out of the ordinary", i.e., an act of God or circumstances beyond one's control; (7) an occasion that cannot be covered in the normal course of events.

Any four (4) of the seven (7) days of authorized Personal Necessity Leave are designated "No Tell Days" and may be utilized for reasons of compelling personal importance at any time during the school year. When possible, the unit member will secure at least two (2) days advance approval for such leave from his/her immediate administrator.

Proof of personal necessity shall be submitted to the Director of Human Resources, within two (2) days of the employee's return to duty and shall include (1) dates of absence, and (2) reason for absence, in enough detail to determine a clear case of personal necessity. Personal time off in a day, not exceeding two (2) hours and not covered by necessity leave may be made up during the same working day in which the absence occurred. Such make up time must have prior authorization from the immediate supervisor and administrator responsible for that department.

18.5 **Maternity Leave**

18.5.1 **Rules and Regulations**

A pregnant employee may request an unpaid maternity leave to begin at any time subsequent to the commencement of pregnancy.

Maternity leave will be granted initially up to five (5) months plus sick leave and vacation time without loss of her position. Approximate returning date from maternity leave will be specified at the time the leave is granted.

Returning date may be advanced at the request of the employee, provided her attending physician certifies in writing that the employee is able to perform all duties of her position without restriction.

Upon request of the employee, an extension of maternity leave may be granted by the Board of Trustees. If maternity leave must extend beyond five (5) months, the first available appropriate position at that school (or within the District) will be made available to the employee upon termination of maternity leave.

18.5.2 Compensation

A pregnant employee who requests and is granted a maternity leave not required by her attending physician for health reasons is not eligible to use accumulated sick leave for the duration of the requested leave. Accumulated, extended, and five-month differential pay benefits may be used at the option of the pregnant employee when her attending physician verifies in writing that her health condition is such that she is unable to perform her normal duties without restriction. The use of sick leave will be limited to the days specified by her attending physician.

18.5.3 Other Provisions

An employee on unpaid maternity leave may maintain the medical and dental coverage provided through the District. This may be done if premiums for desired coverage are pre-paid by the employee for the number of months the employee is to be on maternity leave. In the event of early return or an extension under Section 18.5.1, the premium payment will be adjusted accordingly.

The District will continue to pay the premiums for medical coverage during the time the employee qualifies for the use of sick leave as provided above.

A full increment shall be granted if the employee works one-half or more than the annual work days applicable to the position.

18.6 **Parental Leave**

Male and female employees shall be granted up to one day upon the birth or adoption of a child into their immediate family.

18.7 **Workers' Compensation and Industrial Accident Leave**

All unit members are covered by workers' compensation beginning with the first day of employment.

18.7.1 Industrial accident and illness leave is not workers' compensation. Industrial accident leave time is credited to employees and when added to workers' compensation payments, provides an employee with a full day's wage.

18.7.2 In order to qualify for industrial accident leave, an employee must complete three months of service with the district. Allowable leave for each industrial accident or illness shall be for sixty working days during which ESUHSD schools are required to be in session or when the unit member would otherwise have been performing work for the district (subject to the provisions of Ed. Code 45192).

18.8 **Leaves of Absence without Pay**

Leaves of absence without pay shall be considered only for employees who plan to return to work and will be granted for no more than one year. This may be extended upon expiration at the discretion of the Board of Trustees. When a leave of absence is not covered by sick leave or annual leave, the employee shall not earn salary benefits or fringe benefits during the period of leave.

A leave, ordinarily, would not be recommended for an employee who has been employed in the District less than one year. Probationary employees with less than six months service shall be requested to resign, but every consideration will be given them for reemployment.

18.8.1 A short-term leave may be granted to permanent employees subject to approval by the Board of Trustees. If the leave of absence does not exceed three (3) months, the employee shall be guaranteed his/her same position upon return to work.

18.8.2 Extended leave may be granted to permanent employees, subject to approval by the Board of Trustees. If the leave is for more than three (3) months, the employee shall be offered the first available opening in a "comparable" position. "Comparable" shall be construed to mean a position requiring the same skills and working conditions, with rate of pay, etc. being the same. All leaves of absence granted shall be with the understanding that the employee will be reassigned as stated herein, with all accumulation of sick leave on record, and at the same class and step on the salary schedule as of the date of commencement of the leave of absence (except the anniversary date will change). The request for leave of absence shall be made in writing to the Board of Trustees thirty (30) days prior to leaving, whenever possible. The notification of return to work or availability for reassignment shall be made in writing to the Director of Human Resources, at least fifteen (15) days prior to the end of the approved leave. Such notification shall constitute compliance with the conditions of leave.

18.9 **Family Medical Leave Act**

The district shall comply with the Family and Medical Leave Act and the California Family Rights Act.

18.10 **Military**

Military leave shall be granted in accordance with the Education Code and the Military and Veterans Code.

18.11 **Break in Service**

No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

No period of unpaid absence of less than three (3) months shall be considered a break in service for the purpose of earning seniority under this agreement.

ARTICLE 19

HOLIDAYS

19.1 Scheduled Holidays

*Holidays to include but not limited to:

Independence Day

Labor Day

Veterans Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

One Declared Holiday

New Year's Eve

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Cesar Chavez's Birthday

Memorial Day

Admissions Day -- To be determined by the mutual agreement of the District and CSEA.

Floating Holiday

*See specific negotiated school calendar for dates.

19.2 **Additional Holidays**

Every day declared by the President or Governor of this state as a public fast, thanksgiving, or holiday, or any day declared a holiday by the Board of Trustees under Education Code Section 5202, 5202.1, or 877, or their successors, shall be a paid holiday for all employees in the bargaining unit.

19.3 **Holidays on Saturday or Sunday**

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided below, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. Two full workdays shall be granted with pay for both Christmas and New Year holidays even if the holidays fall on weekends.

19.4 **Teacher In-service Days**

Any day granted as a teacher in-service day is a regular workday for all classified employees.

19.5 **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 holiday. Employees in the bargaining unit who are not normally assigned to duty during the school recess periods in December, January, or spring recess, shall be paid for all holidays during those recesses, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 20

HOURS AND OVERTIME

20.1 Work Week

The workweek for all full-time current unit members shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday through Friday, exclusive of lunch breaks. Nothing shall preclude the District from creating a workweek of other than Monday through Friday for vacant or newly created positions. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

20.2 Work Day

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. The workday shall be defined as a twenty-four (24) hour period commencing with the start of the employee's shift. The workday shall consist of three (3) work shifts:

5:00 a.m. through 3:00 p.m. -- Day

3:00 p.m. through 11:00 p.m. -- Swing

11:00 p.m. through 5:00 a.m. – Graveyard

20.2.1 Each unit member shall be assigned a fixed and regular schedule along with an ascertained minimum number of hours.

20.2.1.1 Schedule Changes

No changes will be made to any employee's work schedule without the prior approval of CSEA or through the flex time request form contained in Appendix G. The District will not be required to obtain prior approval for standard annual changes during break periods, i.e. night custodians change to day hours for summer, holiday breaks, etc.

20.2.2 Any unit member who works at least five-eighths (5/8) of his/her assigned time between 3:00 p.m. and midnight shall receive a shift differential of an amount, in accordance with Article 15.7,

per month in addition to their regular rate of pay or a prorated share for any part of the month. Any unit member who works at least five-eighths (5/8) of his/her assigned time between 11:00 p.m. and 5:00 a.m. shall receive a shift differential of an amount, in accordance with Article 15.7, per month in addition to the regular rate of pay or a prorated share for any part of the month.

20.3 Temporary Increase in Hours

When additional hours are assigned to a part-time position, the assignment shall be offered, on a work-site basis, to the employee in the appropriate class with the greatest hire-date seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class at that work site in descending order of hire-date seniority until the assignment is made.

20.3.1 If a part-time unit member's average paid time excluding overtime exceeds the assigned time in any month, the hours paid per day for compensable leaves of absence and holidays will be adjusted to reflect the actual hours worked during the month.

20.4 Permanent Increase in Hours

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to any employee who is on the re-employment list with an entitlement to increased hours in the classification in which the additional hours are needed. If there is not an employee with a legal entitlement to increased hours in the class, the additional hours shall be offered to the employee in the appropriate class with the greatest hire date seniority on a work site basis. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class at that work site in descending order of hire-date seniority until the assignment is made.

20.4.1 Any bargaining unit member who works in excess of an average of 30 minutes or more per day within his/her regular part-time assignment for a period of 20 consecutive days or more shall have his/her assignment adjusted upward to reflect longer hours, effective with the next pay period.

20.5 **Lunch Period**

Any employee in the bargaining unit who works a minimum shift of five (5) hours or more shall be entitled to an unpaid, duty-free lunch period of no less than one-half (1/2) hour nor more than one (1) hour (unless otherwise mutually agreed to by the employee and the supervisor).

20.6 **Rest Period**

All unit members shall be granted a rest period of fifteen (15) minutes as scheduled by the District for every four (4) hours of work. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

20.7 **Overtime**

Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.

20.7.1 The District will provide compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for unit members, in accordance with provisions of the Education Code and the Fair Labor Standards Act.

20.7.2 The designation, authorization and allocation of any overtime shall be assigned by the supervisor as equitably as possible within a department unless the overtime work requires the specific skills of a particular individual.

20.7.2.1 Offers of overtime/additional time will be rotated and logged.

20.7.2.2 When overtime work is pre-scheduled on a weekend or holiday, the employee shall be guaranteed a minimum of three (3) hours at the overtime rate.

20.7.2.3 If an employee reports for pre-scheduled overtime on a holiday or weekend and the overtime work has been

canceled without prior notification, the employee shall be paid three (3) hours at the overtime rate.

20.7.2.4 Notwithstanding the first paragraph of this article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) days following the commencement of workweek at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work. An employee having an average workday of less than four (4) hours during a workweek shall, for any work performed on the seventh (7th) day following the commencement of the workweek, be compensated for at a rate equal to one and one-half (1-1/2) times the regular pay.

20.7.3 Compensatory Time

Notwithstanding any of the following provisions, the parties to this agreement agree that the District will comply with all applicable wage and hour laws and regulations, including the Fair Labor Standards Act and the following provisions will only be followed to the extent permitted by such laws and regulations.

20.7.3.1 An employee in the bargaining unit shall have the option of electing to take compensatory time off in lieu of cash compensation for overtime work. Such time shall be taken at a time which is mutually acceptable to the unit member and the District. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime.

20.7.3.2 Compensatory time shall be taken within the work year in which it was earned. If the compensatory time

has not been taken within the work year period in which it was earned, the District shall pay the employee for all such time at the appropriate overtime rate based on the employee's current rate of pay at the time the overtime was worked. The payment shall be on the employee's next pay warrant after July 31.

20.8 **Call In/Call Back**

Any employee called in to work at a time they are not scheduled to work shall receive a minimum of three (3) hours pay at the overtime rate, irrespective of the number of hours worked in that day or week. Call back/call in time as used in this section means time an employee is requested to work after he/she has left the job at the completion of his/her regular shift. It does not apply to a continuous extension of regular part-time assignment.

20.9 **Right of Refusal**

Any employee shall have the right to reject any offer or request for overtime or call back/call in. In the event of an emergency as determined by the District, the District may require the best qualified employee in the appropriate classification to perform the required overtime if no other employee volunteers.

20.10 **Employees' Work Year**

Bus drivers, child nutrition workers (excluding Child Nutrition Manager II at Independence High School), paraeducators, career center technicians, job training technicians, computer lab aids, science lab aids, vocational ed. technicians, campus monitors and team teaching clerks' work year shall be determined by the student calendar approved by the Board of Trustees. All other ten-month employees' work year shall begin pursuant to the approved student calendar, and shall end June 30. The work year for eleven-month employees shall be set no later than April 30.

20.11 **Bus Drivers**

Bus routes will be established by the Transportation Operations Manager. All bus drivers will be ten (10) month employees.

20.11.1 **Assignments**

20.11.1.1 Route assignments for all bus drivers will be distributed based on a bidding process. The district will establish all routes. Bus drivers will choose routes based solely on their seniority (beginning with the most senior driver). The route bidding process only applies to the regular routes established at the beginning of the school year (with the exception of 20.11.5). Route bidding does not apply to extra duty and field trips.

At the conclusion of each school year, the parties shall get together and determine the existing FTE's, which will be available for bid the following year. Any added routes/FTE's and vacancies shall also be included in the bid.

Existing FTE's shall be defined as every active bus driver's hours on the last day of the bus driver work year.

Active bus driver shall be defined as every bus driver in paid status.

20.11.1.2 Assigned hours will establish the "FTE" of each driver.

20.11.2 **Seniority**

20.11.2.1 Seniority will be established by date of hire.

20.11.2.2 A District seniority roster generated by Human Resources of all bus drivers shall be posted in the driver's ready room.

20.11.3 Routes

The District will provide CSEA a copy of the routes for review, which shall be a minimum of ten (10) days prior to the first student contact day.

20.11.4 Initial Route Distribution - Beginning of School Year

20.11.4.1 Ten (10) days prior to the first student contact day, the District shall display the routes.

20.11.4.2 The bid sheet shall contain the route number, route title, bus type and FTE. Each driver shall rank their route choice(s) on their individual bid sheet.

20.11.4.3 The District shall assign each route by order of seniority, qualifications and bus driver preference/ranking.

20.11.4.3.1 Bus drivers may submit their bid sheet via a designated bus driver proxy.

20.11.4.3.1.1 A member may notify the manager via phone or email of their selected proxy.

20.11.4.3.1.2 Employees who do not turn in their bid sheet or proxy, shall be assigned the last slot in their FTE.

20.11.4.4 No later than three (3) working days prior to the first student contact day, the District shall distribute the bid sheets. Bid sheets must be submitted by 5:00 pm on the day bid sheets are distributed. Routes will be assigned and posted the next work day.

20.11.5 Annual Bidding

20.11.5.1 The annual bid for all bus drivers will take place in an open bid meeting no more than 30 work days after the first student contact day.

The district shall notify all bus drivers of the annual bidding date no less than five work days prior to the identified Annual Bid date.

20.11.5.2 These notifications shall include the following:

- date on which the routes shall be made available for inspection;
- location, place and time of annual bid.

20.11.5.3 Every route, including but not limited to Type I, Type II, Van and Vehicle, must be made available for inspection for a minimum of 5 consecutive working days before the annual bid commences. Upon posting, the District shall simultaneously submit the posted routes to CSEA. The routes will contain the following:

- starting time and ending time (if available),
- hours (FTE),
- specific bus/ vehicle type,
- basic route information (schools and location of stops).

No less than 3 days prior to the annual bid date, the driver shall submit in writing any route recommendations.

No less than 2 days prior to the annual bid date, the District shall post the final routes for inspection.

20.11.5.4 The bidding shall be done in accordance to descending seniority order. If a Type I route remains unfilled, the least senior qualified Type I driver will be assigned the unfilled route. If the least senior Type I driver is assigned a route, their FTE will not be reduced.

20.11.5.5 In the event a bus driver's FTE changes from the previous year/bid due to their selected route, that driver's new FTE will be permanent in relationship to

their terms and conditions of employment, including health benefits, sick leave, vacation, etc.

20.11.5.6 Type 1 bus drivers shall have the opportunity to bid on Type 2 routes. However, Type 1 drivers can only bid on Type 2 routes in excess of Type 2 drivers.

20.11.5.7 Bus drivers unable to attend the meeting shall submit their choices in writing to the transportation administrator or via a designated bus driver by proxy prior to the annual bid meeting. The bus driver may e-mail or telephone the manager to indicate their proxy. The bus driver shall rank their choice of route in order of preference.

20.11.5.8 The final results of the bidding shall be posted in Transportation.

20.11.5.9 A "substitute" bus driver shall not have standing to displace a permanent bus driver from a regular route.

20.11.6 Re-Bidding

The District shall re-bid the routes if a significant change occurs. A significant change shall be defined as:

- a complete and whole route is added or removed;
- a route FTE is increased or decreased by 30 minutes or more.

20.11.7 Vacancy

In the event a vacancy occurs by resignation, promotion or termination, the route shall be assigned and offered by hire date seniority based on certification.

20.11.8 Extra-Duty and Field Trips (Student Contact Days)

20.11.8.1 Drivers shall have the ability to choose which roster they would like to be listed on, based on certification, on a yearly basis. Such choice shall be determined prior to the start of the new school year.

20.11.8.2 The assignment of extra duty and field trips shall be rotational by descending order of seniority.

20.11.8.3 A bus driver shall keep their place on the rotational list only if they are unavailable due to being on their regular route.

20.11.8.4 All extra duty assignments and field trips that are refused shall be in writing.

20.11.9 Extra-Duty and Field Trips (Non-Student Contact Days)

20.11.9.1 A non-student contact day shall be defined by the following:

1. Summer
2. Christmas Break
3. Winter Break
4. Spring Break
5. Actual Contractual Holiday (Section 19.1)

20.11.9.2 Rotational

The assignment of extra duty and field trips shall be rotational by descending order of seniority.

20.11.9.2.1 After the last student contact day (Summer), the District shall reset the seniority roster list to begin with the most senior driver.

20.11.9.2.2 The seniority roster list shall reset again at the first scheduled work day the following school year.

20.11.9.2.3 A bus driver shall keep their place on the rotational list only if they are unavailable due to being on their regular route.

20.11.10 Accrued Hours

20.11.10.1 At the end of every month, the District shall post a list of all bus drivers and the extra duty hours they have accrued to date and provide CSEA with a copy.

20.11.10.2 Extra duty hours shall be added to the "monthly hours" to establish the total accrued hours.

20.11.10.3 In each quarter, CSEA or the District may schedule a meeting to review the distribution process of extra duty and field trips to confirm that the intent of the language is being adhered to according to this Agreement.

20.11.11 Elimination of Routes

20.11.11.1 If contracted routes are eliminated during the school year, CSEA and the District agree to meet and negotiate the impact and effects of the eliminated route or routes.

20.11.12 Upgrade

20.11.12.1 The District shall provide the following training for bargaining unit members that require school bus certification as part of their job description, as necessary:

1. The opportunity to upgrade their current certification on a yearly basis.
2. Provide appropriate training to be certified on all applicable buses on a yearly basis.
3. The opportunity to "renew" their certification status.

20.12 **Summer Work**

Persons employed as part of a regular summer school program will receive all benefits provided during the regular school year, prorated to the number of hours worked.

20.12.1 The District will post the Summer School Secretary positions as summer help. Attendance clerks who work as a summer school secretary will be paid at his/her regular rate of pay.

20.12.2 Persons employed in "summer help" positions who are employed in their regular 10-month classification will be paid at his/her regular rate of pay and receive seniority credit.

20.12.3 Persons employed into positions outside their normal classification shall receive pay at the rate established by the Board of Trustees for summer help.

20.12.4 Persons employed in "summer help" positions shall be allowed to use up to two days of sick leave.

20.12.5 Persons employed in "summer help" positions shall not have permanency rights and may be terminated from the summer position without benefit of a hearing. Termination from a "summer help" shall in no way reflect upon the employee's regular employment unless the employee's actions would constitute a serious enough violation of District rules, regulations, or Education Code as to invoke disciplinary action. In such cases, the employee shall be entitled to all rights granted under the contract, District policy, or Education Code.

20.12.6 Persons employed in "summer help" positions shall earn sick leave, vacation, holiday pay, and any other paid leaves of absence granted during the regular year except that the leaves shall be prorated. Employees in "summer help" employment outside his/her regular classification shall not earn seniority credit.

20.12.7 All "summer help" positions shall be posted for a minimum of five (5) days in places frequented by bargaining unit members. The District will first hire summer school positions within the classification, by seniority. If there are not enough applicants

within the classification, the district will then hire qualified bargaining unit members.

20.12.8 "Short-term employee" means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis, Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 45101, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent of a school year.

20.13 **Classroom Management**

Whenever a classroom teacher is absent and no substitute teacher is present by the time the tardy bell rings, the Paraeducator or Job Training Technician assigned to the classroom shall immediately contact administration to notify them that there is no certificated personnel present to instruct and supervise the classroom. After notifying the administration, the Paraeducator or Job Training Technician shall escort the students to the Administrative Office or designated area to wait until a certificated employee arrives.

ARTICLE 21

LAYOFF PROVISIONS

21.1 **Order of Layoff**

The order of layoff within the classification shall be determined by length of service within the classification and higher or equal classifications in the District. Length of service shall be determined solely by date of hire.

21.1.1 The order of layoff for bus drivers is subject to the seniority list established on September 1, 1989.

21.2 **Association Rights Under Layoff**

This agreement of layoff procedures does not waive the Association's rights to negotiate over the effects of a particular layoff or reduction in hours, nor does it waive the Association's rights to negotiate the District's decision to reduce the hours and/or work year of classified employees.

21.3 **Notice to Employees**

The District agrees to provide CSEA with advanced notice of any anticipated recommendations to lay off bargaining unit positions no later than February 15th for purposes of allowing sufficient time to negotiate the impacts and effects of the decision. Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

21.3.1 Initial layoff notices shall be issued no later than March 15th and contain: 1) effective date of layoff, 2) statement of employees' layoff rights pursuant to the CSEA contract and the Education Code, including the employee's right to request a hearing, 3) statement of employee's displacement rights, if any, and re-employment rights pursuant to the CSEA contract and the Education Code Sections, 4) reasons for layoff, and 5) rights to unemployment and retirement benefits.

21.3.2 Final layoff notices shall be issued before May 15th, unless a continuance is granted pursuant to Education Code section 45117.

21.4 **Displacement Rights**

An employee whose position is eliminated or whose hours are reduced or is bumped from their present classification (pursuant to this paragraph) may bump a lesser length of service person in a position of equal or less hours within their classification, or if no such position is available may bump into an equal or lower classification in which the employee has worked.

21.4.1 An employee may elect layoff in lieu of exercising bumping rights without losing any re-employment rights provided by this section.

21.4.2 If two or more classified employees subject to layoff have equal length of service within the class, priority shall be given to the employee with the greater overall District length of service; if that be equal, the employee with the earliest hire date shall be given preference; if that be equal, determination shall be made by lot.

21.5 **Re-employment/Re-instatement/Reduction**

21.5.1 A bargaining unit member who has been laid off is eligible for re-employment in the class from which they were laid off for up to 39 months (complete layoff) or 63 months (reduction of hours/work year/demotion). Re-employment shall be in the reverse order of layoff without regard to the number of hours assigned at the time of layoff. A unit member on layoff has the right to apply for any promotional positions within the 39-month or 63-month period.

21.5.1.1 A unit member may refuse up to three (3) re-employment offers made by the District after which they shall be dropped from the eligible list. Employees shall remain on the 39 month/63 month rehire list no less than 3 months. If there is more than one position available during a seven (7) calendar day period, the District shall offer the positions to appropriate employees from the rehire list and the assignments shall be made on the basis of seniority. The offer will count as one (1) offer for each employee.

21.5.1.1.1 When being called back from the 39-month or 63-month rehire list, the individual being offered the position will have five (5) days (at the close of the fifth business day) from the date of contact to respond to the assignment offer. The District will attempt to contact the individual at least three (3) times via telephone, one time being an evening telephone call. The District will also notify the individual in writing at their last known address on record.

21.5.1.1.2 If the District does not receive a response in writing to the written call back offer within the five (5) business days, the District will consider the “no response” as a formal decline of assignment offer.

21.5.1.2 Length of service status at the time of layoff shall be maintained during the 39-month re-employment period; however, there shall be no accrual of vacation, sick leave, holidays, seniority or other leave or fringe benefits.

21.5.1.3 Under the provision of Education Code 45298 and 45308 (39-month/63-month reemployment list), unit members have preferential reemployment rights over any new applicant to available positions for which they are qualified.

- a. “New Applicant” shall be defined as a person who is a non-district employee, substitute, and or short-term, etc.
- b. “Qualified” shall be defined as meeting the minimum qualifications of the Job Description.
- c. In the event two or more unit members have equal seniority, the District will hire in accordance with Section 21.4.2.

ARTICLE 22

SAFETY CONDITIONS

22.1 **Safe Work Area**

22.1.1 Unit members shall maintain safe and sanitary conditions in their work areas of responsibility.

22.1.2 Employees shall not be required to remain at their work site if conditions exist which might endanger their physical well-being.

22.2 **Reporting Unsafe Conditions**

22.2.1 Unit members will report in writing, except in emergencies, to their immediate supervisor, any condition which poses a threat to the safety of any person associated with the District.

22.2.2 No unit member of the District shall be required by district or local school administration to search for bombs or any other type of explosive material.

22.2.3 No employee shall be in any way discriminated against as a result of reporting any conditions believed to be a violation of the above.

22.3 **Safety Equipment**

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.

22.4 **District Compliance**

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

ARTICLE 23

SAVINGS

23.1 Savings Clause

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 or a court of competent jurisdiction which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule regulating, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions which shall continue in full force and effect.

23.2 Replacement for Severed Provision

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 for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 24

CONCERTED ACTIVITIES

24.1 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage or slow down, against the District by CSEA or by its officers, agents, or members during the term of this 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 to do so. In the event of a strike, work stoppage, or slow down CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

ARTICLE 25

COMPLETION OF MEET AND NEGOTIATE

Unless mutually agreed upon by the parties hereto, during the term of this agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this agreement.

ARTICLE 26

TERM

26.1 Terms of Agreement

This agreement shall be effective July 1, 2022 and shall continue in effect to and including June 30, 2025.

26.2 Successor Agreement

CSEA and the District agree that the contract shall remain closed during the term of the contract, unless activated by Article 26.3.

26.3 Reopeners

Upon mutual agreement, the parties may agree to reopen on any article during each of the last two years of this agreement.

SIGNATURES


Dated : _____


9/1/22


For the Board:



J. Manuel Herrera, President

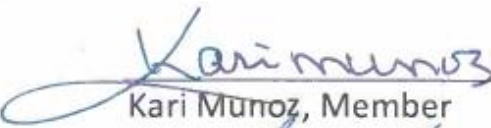
For CSEA:


Julio Pardo, President


Patricia Alarcón, Chief Negotiator


Filiberto Zamora, Member

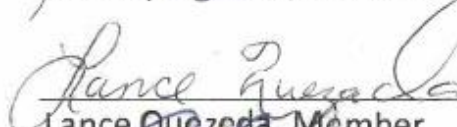

Lori Ohman, Member


Kari Muñoz, Member


Brenda Flores, Member


Bonnie Estrada, Member


Rodney Salsatin, Member


Lance Quezada, Member


Robin James-Utigaard, CSEA Labor Representative

APPENDIX A

SALARY RANGES

<u>TITLE</u>	<u>RANGE</u>
Account Analyst	24
Account Clerk II	14
Accounting Technician	18
Administrative Secretary	34
Assistant Dispatcher	18
Assistant Project Manager	34
Attendance Accounting Specialist	24
Attendance Clerk	11
Attendance Secretary	14
Attendance & Student Personnel Officer	24
Bond Communications and Document Controller	38
Bookroom Clerk	08
Braille Transcriber	15
Buyer	18
Campus Monitor	06
Career Center Technician	09
with 30 units	10
with 60 units	11
with 90 units	12
with BA	13
Child Care Assistant I with 6 ECE units	08
with 30 units of which 6 are ECE units	09
with 60 units or AA of which 6 are ECE units	10
with 90 units of which 6 are ECE units	11
with BA of which 6 are ECE units	12
Child Care Assistant II with 12 ECE units	10
with 27 units of which 12 are ECE units	11
with 60 units or AA of which 12 are ECE units	12
with 90 units of which 12 are ECE units	13
with BA of which 12 are ECE units	14
Child Nutrition Assistant Manager	10
Child Nutrition Manager I	14
Child Nutrition Manager II	18
Child Nutrition Worker I	07

Child Nutrition Worker II	09
Clerk Typist I	07
Clerk Typist II	12
Communications/Microcomputer Tech.	26
Community Information Publications Specialist	30
Community Relations Specialist	33
Community Relations Specialist w/30 units	34
Community Relations Specialist w/60 units	35
Community Resource Technician	24
Compensatory Education Secretary	12
Computer Lab Aide	07
with 30 units	08
with 60 units	09
with 90 units	10
with BA	11
Computer Network Engineer	35
Computer Support Specialist	18
Computer Systems Engineer	35
Computer Technical Support Engineer	35
Computer Training & Document Specialist	26
Conflict Manager Specialist	18
with 30 units	19
with 60 units	20
with 90 units	21
with BA	24
Counseling Technician	12
Custodian	12
Data Assurance and Accountability Specialist	29
Data Dissemination, Support, & Training Specialist	31
Data Base & Applications Support Specialist	18
Data Processing Technician	18
Department Secretary	18
Dispatcher	20
Facilities-Maintenance Clerk	14
Gardener	12
Head Custodian I (Foothill, Education Center)	19
Head Custodian II	20
Head Custodian III (OG)	21
Head Custodian IV (IH)	22
Health Care Technician	12

Human Resources Specialist	18
IEP Paraeducator	12
with 30 units	13
with 60 units or AA	14
with 90 units	15
with BA	16
Information Data Analyst	35
Job Training Technician	15
Language Assessment Clerk	12
Lead Carpenter	24
Lead Custodian (Night)	16
Lead Gardener (IH)	16
Lead Groundskeeper	24
Lead Maintenance	24
Lead Painter	24
Library Cataloger	15
Library Technician	14
Low Voltage Systems Technician	22
Mail Carrier Clerk	11
Maintenance Worker	19
Mechanic I	21
Mechanic II	22
Mechanic III	24
Media Technician	14
Migrant Statistical Aide/Health Aide	14
Native American Education Specialist	18
Paraeducator	06
with 30 units	07
with 60 units or AA	08
with 90 units	09
with BA	10
Parent and Community Involvement Specialist	24
Personnel Technician II	28
Pool Technician	16
Principal's Secretary	18
Programmer/Analyst I	33
Psychological Services Technician	18
Pupil Transportation Driver	14
Purchasing Clerk	12
Registrar	14

Registrar Assistant	12
Reproduction Assistant	04
Reproduction Equipment Operator I	09
Reproduction Equipment Operator II	16
Sanitation Truck Operator	16
School Bus Driver	16
School Bus Driver/Computer Operator	17
School Bus Driver/Fueler	16
School Bus Driver Instructor	20
School Bus Driver/Upholsterer	16
School-Community Liaison	18
with 30 units	19
with 60 units	20
with 90 units	21
with BA	24
School-Community Specialist	18
with 30 units	19
with 60 units	20
with 90 units	21
with BA	24
School Finance Clerk	14
Science Lab Aide	07
with 30 units	08
with 60 units	09
with 90 units	10
with BA	11
Senior Accountant	35
Senior Contract Specialist	28
Senior Gardener	22
Senior Payroll Specialist	24
Skilled Trades Worker	22
Boiler/Plumbing	22
Carpenter	22
Electrician	22
Electronic Technician/Specialist	22
Heating/Air Conditioning	22
Locksmith	22
Machinist/Metal Fabrication	22
Painter	22
Roofer	22

Small School Secretary	16
Staff Secretary	14
Student Services Specialist	24
Substitute Coordinator/Secretary	18
Support Services Technician	16
Team Teaching Clerk	12
Telecommunications Engineer	35
Telecommunications Technician	31
Telephone Operator/Receptionist	09
Testing Technician	14
Tutor Center Technician	09
with 30 units	10
with 60 units	11
with 90 units	12
with BA	13
Vending Machine Technician	15
Vietnamese Community Resource Technician	24
Villa Secretary	16
Warehouse Supervisor Assistant	18
Warehouse Worker	15

APPENDIX A

EAST SIDE UNION HIGH SCHOOL DISTRICT 2022-2023 CLASSIFIED SALARY SCHEDULE B

Effective: 07/01/22
4% increase
updated 7/14/2022

Range	01	02	03	04	05	06
004						
	\$3,112	\$3,269	\$3,429	\$3,609	\$3,787	\$3,973
	\$17.95	\$18.86	\$19.78	\$20.82	\$21.85	\$22.92
005						
	\$3,189	\$3,349	\$3,513	\$3,696	\$3,884	\$4,076
	\$18.40	\$19.32	\$20.27	\$21.32	\$22.41	\$23.52
006						
	\$3,269	\$3,429	\$3,611	\$3,790	\$3,974	\$4,182
	\$18.86	\$19.78	\$20.83	\$21.87	\$22.93	\$24.13
006B						
	\$3,309	\$3,468	\$3,644	\$3,827	\$4,020	\$4,218
	\$19.09	\$20.01	\$21.02	\$22.08	\$23.19	\$24.34
007						
	\$3,350	\$3,519	\$3,697	\$3,884	\$4,077	\$4,281
	\$19.33	\$20.30	\$21.33	\$22.41	\$23.52	\$24.70
008						
	\$3,443	\$3,611	\$3,790	\$3,974	\$4,182	\$4,383
	\$19.86	\$20.83	\$21.87	\$22.93	\$24.13	\$25.29
009						
	\$3,522	\$3,697	\$3,886	\$4,077	\$4,284	\$4,496
	\$20.32	\$21.33	\$22.42	\$23.52	\$24.72	\$25.94
010						
	\$3,612	\$3,791	\$3,982	\$4,183	\$4,387	\$4,608
	\$20.84	\$21.87	\$22.97	\$24.13	\$25.31	\$26.59
011						
	\$3,698	\$3,890	\$4,080	\$4,288	\$4,496	\$4,726
	\$21.34	\$22.44	\$23.54	\$24.74	\$25.94	\$27.27
012						
	\$3,795	\$3,983	\$4,186	\$4,397	\$4,608	\$4,837
	\$21.89	\$22.98	\$24.15	\$25.37	\$26.59	\$27.91
012B						
	\$3,992	\$4,187	\$4,399	\$4,620	\$4,853	\$5,096
	\$23.03	\$24.16	\$25.38	\$26.65	\$28.00	\$29.40
012D						
	\$3,956	\$4,155	\$4,356	\$4,579	\$4,807	\$5,042
	\$22.82	\$23.97	\$25.13	\$26.42	\$27.73	\$29.09
013						
	\$3,890	\$4,091	\$4,288	\$4,499	\$4,731	\$4,963
	\$22.44	\$23.60	\$24.74	\$25.96	\$27.29	\$28.63
014						
	\$3,985	\$4,187	\$4,398	\$4,611	\$4,838	\$5,093
	\$22.99	\$24.16	\$25.37	\$26.60	\$27.91	\$29.38

APPENDIX A

015	\$4,092 \$23.61	\$4,290 \$24.75	\$4,504 \$25.99	\$4,737 \$27.33	\$4,965 \$28.64	\$5,212 \$30.07
016	\$4,187 \$24.16	\$4,399 \$25.38	\$4,614 \$26.62	\$4,844 \$27.95	\$5,094 \$29.39	\$5,346 \$30.84
017	\$4,293 \$24.77	\$4,507 \$26.00	\$4,739 \$27.34	\$4,971 \$28.68	\$5,219 \$30.11	\$5,475 \$31.59
018	\$4,399 \$25.38	\$4,620 \$26.65	\$4,853 \$28.00	\$5,096 \$29.40	\$5,348 \$30.85	\$5,617 \$32.41
019	\$4,508 \$26.01	\$4,742 \$27.36	\$4,972 \$28.69	\$5,226 \$30.15	\$5,479 \$31.61	\$5,761 \$33.24
020	\$4,626 \$26.69	\$4,856 \$28.02	\$5,100 \$29.42	\$5,351 \$30.87	\$5,621 \$32.43	\$5,897 \$34.02
021	\$4,743 \$27.36	\$4,972 \$28.69	\$5,230 \$30.17	\$5,483 \$31.63	\$5,766 \$33.27	\$6,050 \$34.90
022	\$4,860 \$28.04	\$5,101 \$29.43	\$5,352 \$30.88	\$5,624 \$32.45	\$5,898 \$34.03	\$6,196 \$35.75
023	\$4,974 \$28.70	\$5,231 \$30.18	\$5,487 \$31.66	\$5,767 \$33.27	\$6,051 \$34.91	\$6,355 \$36.66
024	\$5,104 \$29.45	\$5,354 \$30.89	\$5,628 \$32.47	\$5,899 \$34.03	\$6,197 \$35.75	\$6,508 \$37.55
025	\$5,233 \$30.19	\$5,488 \$31.66	\$5,768 \$33.28	\$6,054 \$34.93	\$6,364 \$36.72	\$6,681 \$38.54
026	\$5,360 \$30.92	\$5,630 \$32.48	\$5,906 \$34.07	\$6,210 \$35.83	\$6,512 \$37.57	\$6,839 \$39.46
027	\$5,490 \$31.67	\$5,769 \$33.28	\$6,057 \$34.94	\$6,367 \$36.73	\$6,682 \$38.55	\$7,012 \$40.45
028	\$5,631 \$32.49	\$5,906 \$34.07	\$6,210 \$35.83	\$6,525 \$37.64	\$6,839 \$39.46	\$7,191 \$41.49
029	\$5,771 \$33.29	\$6,058 \$34.95	\$6,371 \$36.76	\$6,686 \$38.57	\$7,015 \$40.47	\$7,369 \$42.51
030	\$5,911 \$34.10	\$6,219 \$35.88	\$6,527 \$37.66	\$6,858 \$39.57	\$7,192 \$41.49	\$7,552 \$43.57

APPENDIX A

031	\$6,063	\$6,372	\$6,688	\$7,023	\$7,370	\$7,745
	\$34.98	\$36.76	\$38.59	\$40.52	\$42.52	\$44.68
032	\$6,221	\$6,531	\$6,859	\$7,196	\$7,560	\$7,932
	\$35.89	\$37.68	\$39.57	\$41.52	\$43.62	\$45.76
033	\$6,373	\$6,693	\$7,028	\$7,375	\$7,748	\$8,135
	\$36.77	\$38.61	\$40.55	\$42.55	\$44.70	\$46.93
034	\$6,535	\$6,860	\$7,199	\$7,564	\$7,942	\$8,332
	\$37.70	\$39.58	\$41.53	\$43.64	\$45.82	\$48.07
035	\$6,694	\$7,038	\$7,379	\$7,750	\$8,136	\$8,543
	\$38.62	\$40.60	\$42.57	\$44.71	\$46.94	\$49.29
036	\$6,862	\$7,211	\$7,568	\$7,944	\$8,340	\$8,758
	\$39.59	\$41.60	\$43.66	\$45.83	\$48.12	\$50.53
037	\$7,032	\$7,391	\$7,757	\$8,141	\$8,549	\$8,977
	\$40.57	\$42.64	\$44.75	\$46.97	\$49.32	\$51.79
038	\$7,209	\$7,576	\$7,952	\$8,347	\$8,763	\$9,201
	\$41.59	\$43.71	\$45.88	\$48.16	\$50.56	\$53.08

APPENDIX B**SALARY FORMULA**

Salary Formula for 2001-2002, 2002-2003, 2003-2004:

- A. For 2001-2002 (2002-2003, 2003-2004), the salary schedule in Appendix A as modified by the 2001-2002 (2002-2003, 2003-2004) salary schedule will be increased by the COLA received by the District as reviewed in Education Code 42238 and as further defined in number two below.
 1. Effective Base Revenue Limit per ADA will be defined as the product of the Total Base Revenue Limit per ADA (EDP024) from form J201RL and the State School Deficit Factor (EDP086).
 2. COLA received by the District will be defined as the percent increase of the current year's Effective Base Revenue Limit per ADA over the previous year's Effective Base Revenue Limit per ADA.
- B. At the end of the 2001-2002 (2002-2003, 2003-2004) school year, the following calculations shall be made:
 1. For the previous year 2001-2002 (2002-2003, 2003-2004) identify the total revenues for the District (J201, Line A5, Col. C), and subtract those restricted funds identified in the Appendix. From this calculation, subtract the Total Revenue Limit Sources in accounts 8010-8099 (same as J201, Line A1).
 2. For the current year 2001-2002 (2002-2003, 2003-2004) identify the total revenues for the District (J201, Line A5, Col. C), and subtract those restricted funds identified in this Appendix. From this calculation, subtract the Total Revenue Limit Sources in accounts 8010-8099 (same as J201, Line A1).
 3. Subtract (1) from (2).

4. From the total calculated in (3) subtract the increased cost of health and welfare for unit members as identified in accounts 3420 and 3920 in Fund 10.
5. Calculate 12.5% of the total derived from (4).
6. Each bargaining unit member who worked any portion of the preceding year shall receive a check, available by October 30, for his/her portion of the total amount identified in (5).

Formula to compute additional general fund unrestricted gross revenues:
The identification of accounts used in this formula are as follows:

Total Gross Revenues	J201, Line A5, Col. C (Total Revenues)
Total Revenue Limit Sources	J201, Line A1, Col. C (same as sum of account codes 8010-8099)
Restricted Funds in J201R, Col. B	(Restricted portion only) <ul style="list-style-type: none"> • Sum of Account Codes 8110-8290 (same as Total Federal Revenues in J201, Line A2, Col. B) • Sum of Account Codes 8300-8599 (same as Total Other State Revenues, J201, Line A3, Col. B) • Account 8650 (Leases and Rentals) • Account 8676 (Transportation Services) • Account 8677 (Interagency Revenues) • Account 8681 (Mitigation /Developer Fees) • Account 8689 (All Other Fees and Contracts)

- Account 8699 (All Other Local Revenue)
- Account 8722 (Special Ed.)
- Account 8732 (ROP)
- Account 8742 (Community Schools)
- Account 8792 (Other)

Disputes concerning this formula will be subject to the arbitration provisions of the Agreement.

For the purposes of this formula, one percent of salary will be computed as follows:

Adding the Fund 10 amounts in:

- Account 2100 Instructional Aides Salaries
- Account 2300 Clerical & Office Salaries
- Account 2400 Maintenance/Operations Salaries
- Account 2900 Other Classified Salaries

and the Fund 11 amounts in:

- Account 2600 Transportation

EQUALS TOTAL A

Take TOTAL A times the following rates (classified portion only):

- Account 3200 PERS
 - Account 3300 OASDI (Classified portion only)
 - Account 3500 State Unemployment Insurance
 - Account 3600 Worker' Compensation
-

EQUALS TOTAL B

Add TOTAL B to TOTAL A; this multiplied by .01 equals the cost of one percent.

APPENDIX C

PROFESSIONAL GROWTH PROGRAM

Professional growth is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities to broaden their opportunity for promotion or absorption into other classifications.

METHODS OF OBTAINING PROFESSIONAL GROWTH INCREMENTS FOR CLASSIFIED EMPLOYEES

1. Complete the Classified Professional Growth Application (available in the Human Resources Office) and submit it to the Human Resources Office for approval by the Professional Growth Committee.
2. An increment for professional improvement can be earned each year. A year shall be defined as the employee's actual work year, i.e., 10-month year for 10-month employees. Professional growth increments will go into effect three times per year. They will begin either July 1, September 1, or February 1. The first increment can be awarded at the appropriate time of the year (July 1, September 1, or February 1) after the start of the second continuous year of employment. ALL REQUESTS FOR PROFESSIONAL GROWTH CREDIT MUST BE FOR COURSES TAKEN AFTER JULY 1, 1972, AND DURING EMPLOYMENT IN THE EAST SIDE UNION HIGH SCHOOL DISTRICT.
3. If a classified employee has not earned the increment at the time he/she completes the year, it will be credited to him/her when it is earned. The professional growth increments can be earned by:
 - a. taking nine semester hours of work in junior college or college;
 - b. taking nine semester hours of work in adult education;
 - c. completing nine semester hours of work approved by the Classified Professional Growth Committee.
4. The nine semester hours (units) may be a combination of any of the areas listed above in 3 a-c, but must be divided on the following basis:

- a. First Increment
 - 1/2 unit -- First Aid (required)
 - 3 units -- minimum to be chosen from the list of specific job-related courses unless otherwise approved by the Professional Growth Committee, and
 - 5-1/2 units -- to be chosen from the list of general education courses or the employee's specific area of employment in the District.
 - b. Subsequent Increment(s)
 - 1/2 unit -- First Aid Certificate renewal or OTHER FORM OF RED CROSS TRAINING SUCH AS ADVANCED FIRST AID OR CARDIAC ARREST,
 - 3 units -- minimum to be chosen from the list of courses relating to the employee's specific area of employment in the District or as approved by the Professional Growth Committee
 - 5-1/2 units -- to be chosen from the list of general education courses or the employee's specific area of employment in the District or courses as approved by the Professional Growth Committee.
5. In order to qualify for a professional growth increment to begin July 1, September 1, or February 1, official documents or an instructor's signature covering work completed to fulfill requirements for the professional growth increment must be completed and on file in the Human Resources Office NOT LATER THAN THIRTY (30) DAYS after completion of the semester in which the units were earned and within thirty (30) days of the July 1, September 1, or February 1 beginning date, whichever is appropriate. If an instructor's signature is offered in lieu of an official document, the official document must follow before any payment is made. If the thirty-day deadline is met, the pay will be retroactive to either July 1, September 1, or February 1. If the thirty-day deadline is not met, the increment will not start until the subsequent July 1, September 1, or February 1.

PROFESSIONAL GROWTH CREDIT

- (a) Unit credit shall not be given for units completed by a classified employee which were required and reimbursed by the district for time and costs.
- (b) Classified employees who are on salary schedules which allow for an advancement through college units are not eligible for the professional growth increments provided in this policy.
- (c) All professional growth credit is figured in semester hours. The work offered by the Adult Education Department and/or by the Board of Education is translated into semester hours. (A semester hour is defined as any class or course which meets for 15 hours.)
- (d) It is the responsibility of the classified employee to apply for professional growth credit and verify completion of course work with the Human Resources Office.
- (e) Any courses on the approved list taken in an accredited junior college, college, or other institution approved by the Professional Growth Committee can be applied toward professional growth increments. Courses not listed as approved may be taken for credit if approved by the Professional Growth Committee.
- (f) Any courses on the approved list taken in the Department of Adult Education will be acceptable.

PROFESSIONAL GROWTH COMMITTEE

Professional Growth Evaluation Committee shall be formed for the purpose of:

1. Reviewing requests for deviation from the established program for professional growth.
2. Presenting all recommendations to the Superintendent and the Board of Trustees for approval.

The committee shall consist of one member from the District Office to be appointed by the Superintendent and four (4) members selected by CSEA. The term of office and the method of selection of the classified members will be left to the discretion of CSEA.

PROFESSIONAL GROWTH—CLASSIFIED

COMPULSORY COURSES

District Orientation (when required)
First Aid

NOTE:

Course title may vary from semester to semester. Check current schedule for correct course name.

APPROVED ADULT EDUCATION COURSES

GENERAL

ENGLISH

English (ALL FORMS)
English As a Second Language

FOREIGN LANGUAGE

All languages, both
Conversational and
Traditional

BUSINESS

Real Estate
Income Tax

LITERATURE

The Bible as Literature
Creative Writing

SAFETY

Hunter Safety
Navigation
Wilderness Experience
Water Safety

SCIENCE

All forms of science
Health

GENERAL

SPECIAL PARENT EDUCATION

Homemaking -- Parent Education
Infant Care
Interior Decorating
Understanding Your Teenagers
Family Life & Sex Education for
Parents and Teachers

ARTS & CRAFTS

General Art -- all
Arts & Crafts
Ceramics
Sewing
Wood
Metal
Auto
Gardening

SOCIAL SCIENCE

California History
U.S. History
World History & Geography
American Government
International Relations
U.S. Foreign Policy

Note: 5-1/2 units can be selected from this list for each increment earned.

JOB RELATED (SPECIFIC)

Advanced First Aid
Conversational Foreign Language
Communications Skills
Literature
Reading Improvement
Speaking Effectively
Spelling & Vocabulary
Accounting
English
Health Education
Mathematics
Sociology
Group Dynamics
Psychology of Human Relations
Psychology of Memory & Learning
Psychology of Self-Appraisal
Human Relations & Self-Understanding
Human Relations: World of Work
Human Relations: Personal Development
Psychology of Self-Realization
Parapsychology
Comparative Religions
Improving Relationships between Races
Environment
Physical Fitness
Supervisions

Paraeducator and Team Teaching
Science Courses
History & Government
Audio Visual
Cultures
All areas that apply directly to their specific field

Food Services
Physical Science -- Intro to Chemistry
Personnel Management
Cooking and Baking
Business Math

Note: A minimum of 3 units must be completed from the Job Related courses for each increment.

JOB RELATED (SPECIFIC)

Clerical

Great Books Discussion
Bookkeeping & Accounting
Business Machines
Electric Typing
Dictation & Transcription
Shorthand
Stenotype
Office Management
PBX Operator
Personal Development
Business Math
Business Correspondence
Report Writing
Business English
Key punch
Business Communication
Business Data Processing
Business Finance
Business Problem Solving
Computer Procedures
Computer Programming
Dynamics of Leadership
Group Psychology in Business
Leadership
Motivation Techniques
Personnel Management
Supervisory Problems

Maintenance & Custodial

Electronics
Semi-Conductors
Drafting
Blue Print Reading
Machine Shop
Metal Work
Sheet Metal
Welding
Woodworking
Inspection Skills Training
Math of the Trades
Automotive Systems
Driver Safety
Driver Improvement
Auto Mechanics
Safety
Personnel Management
Painting
Refrigeration
Pool Technology

GROUNDS

Landscaping & Garden Maintenance
Landscape Gardening for Property
Owner
Property Upkeep & Repair
Pest Control & Identification
Electrical Maintenance
Blue Print Reading
Driver Improvement

SPECIFIC COURSES FOR SCHOOL BUS DRIVERS

Public Service Training--Communication Skills 13959-50
Law & Politics--Learn your Legal Rights 12230-50
Working with the Handicapped--Any Sign Language Course
Time Management--Any time management course
Handicapped Vocational Training
Safety Education--Any self-defense course
All courses available through Adult Education

APPENDIX D

RETIREE HEALTH BENEFIT PLAN

REQUIREMENTS: Age: 55 years
 Service: 20 years

1. Unit members who retire between July 1, 1994 and June 30, 1999 shall be entitled to fully-paid coverage by an HMO/PPO (whichever is least expensive) until age 65 or the eligible age for Medicare. Upon Medicare eligibility, District will provide Medicare supplement for employee only.
2. Unit members retiring after July 1, 1999 shall be entitled to fully-paid coverage by an HMO/PPO (whichever is least expensive) until age 65 or the eligible age for Medicare.
3. Consistent with the medical plan, at any time, the retiree may purchase any district offered medical plan for spouses and/or eligible dependents.

All unit members retiring with retiree benefits after July 1, 1989 shall respond to a District created questionnaire that will be sent out yearly. Failure to respond to a registered letter within 60 days may cause the benefits to be suspended.

4. Persons entering the bargaining unit after October 19, 1989 will not be eligible for the retiree health plan as outlined in numbers 1-3 above.

APPENDIX E

SIDE LETTER #1

Between

CSEA Local 187 and East Side Union High School District

CSEA recognizes temporary workload situations exist in the attendance and bookroom function which requires the temporary assignment of additional personnel to assist with attendance and bookroom processing of students. These additional personnel may be drawn from among clerical, secretarial, or instructional employees.

APPENDIX F

Agreement

Signed on January 11, 2001

Between

CSEA Local 187 and East Side Union High School District

The District and CSEA agree to meet and negotiate the present job descriptions to make them current with industry standards.

APPENDIX G

**EAST SIDE UNION HIGH SCHOOL DISTRICT
REQUEST FOR FLEXIBLE WORK SCHEDULE**

<hr/>		<hr/>	<hr/>
<i>Employee Name</i>		<i>Location</i>	<i>Date</i>
Current work schedule: <hr/>			
		<i>Days</i>	<i>Hours</i>
Proposed work schedule: <hr/>		Eff. Date: <hr/>	09/01
			<hr/> 01/01
			<hr/> 05/01
			<hr/> Summer Hours

Reason for Request:

Impact:

Employee's Signature:

<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<hr/>	<hr/>
		<i>Supervisor</i>	<i>Date</i>
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<hr/>	<hr/>
		<i>CSEA</i>	<i>Date</i>
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<hr/>	<hr/>
		<i>Assistant Superintendent – Human Resources</i>	<i>Date</i>

Comments:

Distribution: Original – Human Resources; Copy – Employee; Copy – Supervisor; Copy – CSEA

APPENDIX H-1

EAST SIDE UNION HIGH SCHOOL DISTRICT PERFORMANCE PLAN

DUE DATE _____

NAME OF EMPLOYEE _____

CLASSIFICATION TITLE _____

DEPARTMENT/SCHOOL _____

FROM _____

TO _____

It is the duty of the supervisor to confer with each employee and do the following:

- A. *Explain the purpose and evaluative use of the Performance Improvement Plan.*
- B. *Provide detailed comments.*
- C. *Utilize alternative forms P104 (Notice of Outstanding Service) or P105 (Notice of Unsatisfactory Service) when an employee's performance is above average or in need of improvement.*

COMMENDATIONS:

RECOMMENDATIONS:

COMMENTS BY EMPLOYEE:

Signature of Supervisor

Title

Date

Signature of Employee

Title

Date

Signature of Principal

Title

Date

***** FOR PERSONNEL USE ONLY *****

SALARY PLACEMENT:

Present

Class: _____ Step: _____ Amount: _____

Present

Class: _____ Step: _____ Amount: _____

Social Security Number: _____

Effective Date: _____

Date: _____

Personnel Administrator: _____

APPENDIX H-1

Agreement Signed on November 14, 2013

A committee will be formed by January 10, 2014 of District Administration and classified employees to review performance plan forms and make recommendations to negotiation team.

APPENDIX H-2

EAST SIDE UNION HIGH SCHOOL DISTRICT NOTICE OF UNSATISFACTORY SERVICE

(Prior to completing this form, see attached instructions.)

Employee Name

Date

Classification Title

School or Section

Discussions with the above-named employee have been held regarding unsatisfactory work performance for the period beginning _____ and ending _____.

Below are specific examples or explanatory comments of unsatisfactory service of the employee:

Comments by employee on above. *(Every employee has the right to comment on or explain his/her position on the above. If you disagree with the criticisms, please so indicate here. If more room is needed, attach a separate sheet.)*

Signature of Supervisor

Title

Date

Signature of Employee

Title

Date

Signature of Principal

P-105

Title

Date

INSTRUCTIONS FOR PREPARING

Notice of Unsatisfactory Service (P-101)

1. REASONS for a Notice of Unsatisfactory Service: To provide an official record for:
 - A. Unsatisfactory service, acts or attitude detrimental to the school district.
2. WHEN:

Unsatisfactory service MUST be reported as frequently as the supervisor considers appropriate.
3. WHO:

Notices are completed by the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews or checks the daily work of the employee or is more closely acquainted with the employee's work.
4. HOW:
 - A. The supervisor issuing the notice should give specific examples or explanatory comments of the employee's unsatisfactory service which will illustrate in what respect the employee has clearly fallen below supervisor's standards for satisfactory service. These examples or comments should demonstrate the employee's unsatisfactory service on one or more of the following factors:
 - Quantity of work
 - Quality of work
 - Various work habits and attitudes related to the work performed
 - Dependability
 - Relationships with people
 - Supervisory ability
 - B. At the time of issuance, the supervisor should:
 - 1) Hold a conference with the employee for the purpose of explaining the basis for the Notice and informing the employee that the Notice will be filed in the employee's personnel file.
 - 2) Sign the Notice of Unsatisfactory Service in duplicate and obtain the signature of the employee.
 - 3) Obtain the signature of the Principal or Division Head.
 - 4) Give the employee a copy of the Notice and indicate to the employee that he/she has the right to comment on charges on the front of this form.
 - 5) Send the original copy of the Notice to the Human Resources Office for filing in the employee's personnel file.

APPENDIX H-3

EAST SIDE UNION HIGH SCHOOL DISTRICT NOTICE OF OUTSTANDING WORK PERFORMANCE

(Prior to completing this form, see attached instructions.)

Employee Name

Date

Classification Title

School or Section

The employee named above is commended for outstanding work performance for the period
beginning _____ and ending _____.

Below are specific examples or explanatory comments of outstanding work performance of the
employee:

Signature of Supervisor

Title

Date

Signature of Employee

Title

Date

Signature of Principal

Title

Date

P-104

INSTRUCTIONS FOR PREPARING

Notice of Outstanding Work Performance (P-103)

1. REASONS for a Notice of Outstanding Work Performance:

To provide an official record of commendation for:

- A. Outstanding day-to-day work performance of an employee.
- B. Outstanding work performance in unusually difficult and/or emergency situations.

2. WHEN:

Outstanding service may be reported as frequently as the supervisor considers appropriate. The use of the Notice should NOT be limited to emergency or unusual situations, but may include day-to-day work performance.

3. WHO:

Notices are completed by the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews or checks the daily work of the employee or is more closely acquainted with the employee's work.

4. HOW:

- A. The supervisor issuing the notice should give specific examples or explanatory comments of the employee's work performance which will illustrate in what respect the employee has clearly exceeded the supervisor's standards for satisfactory service. These examples or comments should demonstrate the employee's outstanding work performance on one or more of the following factors:

- Quantity of work
- Quality of work
- Various work habits and attitudes related to the work performed
- Dependability
- Relationships with people
- Supervisory ability

- B. At the time of issuance, the supervisor should:

- 1) Hold a conference with the employee for the purpose of explaining the basis for the Notice and informing the employee that the Notice will be filed in the employee's personnel file.
- 2) Sign the Notice of Outstanding Work Performance in triplicate and obtain the signature of the employee and Principal or Division Head.
- 3) Send the original copy of the Notice to the Human Resources Office for filing in the employee's personnel file.
- 4) Give the employee a copy of the Notice.
- 5) Keep a copy for his/her records.

APPENDIX I

NO CHILD LEFT BEHIND ACT

Implementation of the No Child Left Behind Act/Impacts and Effects

Purpose of this Article:

This Article is entered into by the East Side Union High School District and CSEA (hereinafter “parties”) for the purpose of resolving the impacts and effects on bargaining unit “Title I” Para-Educator (hereinafter “Paraeducator”) as a result of the District’s requirement to comply with the “No Child Left Behind Act of 2001” (hereinafter the “Act”) and “California Education Code Section 45330.”

Definition of Paraprofessional:

For purposes of this Article, the parties agree that all Title I “Paraeducators” shall meet the requirements as described below. The parties have identified the following affected classifications which must comply with the described requirements by January 8, 2006:

1. Paraeducator
2. IEP Paraeducator

Educational or Proficiency Requirements:

Pursuant to the “Act” and Education Code Section 45330, all Paraeducators, as defined above, shall fulfill or have been deemed to have fulfilled one of the below stated requirements by January 8, 2006:

1. A Paraeducator completed or will complete at least 48 semester units of study at an accredited institution of higher education.
2. A Paraeducator possess or will possess an Associates Degree or higher from an accredited institution of higher education.
3. A Paraeducator has, through a District proficiency test, been deemed to possess the knowledge and the ability to assist in instructing reading, writing and mathematics.

Note: The proficiency test is offered by the District via CODESP has three parts, which include English-Language Arts, Ability to Assist in Instruction and Math.

Proficiency Test and Preparation Courses

1. The District shall offer the preparation courses specific to the content of the test.
2. The Paraeducator shall complete all necessary forms with the District to attend the preparation courses and the proficiency test.
3. A Paraeducator shall be entitled to take the test as many times as necessary to receive a passing grade.
4. The cost of the preparation courses and test(s) shall be borne by the District.

Paid Release Time

Paraeducators shall be released from their regular scheduled workday no more than one half hours prior to the starting time of either the preparation classes or the test without loss of pay. The paraeducator shall only be compensated for time encompassing their regular workday.

Title I Paraeducator Ineligibility/Administrative Transfer of Layoff

In the event a Title I Paraeducator is unable to meet the requirements by January 8, 2006, he/she shall be ineligible to hold a Title I Paraeducator position until such time he/she has successfully completed the educational or proficiency requirements.

The ineligible Title I Paraeducator shall have the opportunity to transfer to a vacant non-title I position. In the event there is no such position, the ineligible Title I Paraeducator will be subject to termination of employment and will be entitled to any due process required by the collective bargaining agreement and the law.

The ineligible Paraeducator will be placed on a "special" 39-month NCLBA Re-employment List which will allow the affected employee to be reemployed upon subsequent qualification under NCLBA. Rights of affected employees pursuant to this Special 39-month NCLBA Re-employment List will not affect rights of other bargaining unit members under this Agreement or the Education Code.

Grievances

Any dispute that arises in the administration of this article shall be subject to the express terms of the collective bargaining agreement Grievance Procedure, Article 13.

APPENDIX J

CATASTROPHIC LEAVE BANK

CATASTROPHIC LEAVE DONATIONS

PURPOSE - The purpose of seeking catastrophic leave donations is to provide qualified employees with continued income when absence due to a catastrophic illness or injury continues beyond all sick leave, vacation, compensatory time, and all other paid leaves available to the employee, excluding substitute differential pay. Donated hours shall commence after the exhaustion of fully paid sick leave, vacation, compensatory time, and all other paid leaves available to the employee and prior to substitute differential leave.

CATASTROPHIC ILLNESS OR INJURY - “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family (parent, child, spouse or domestic partner) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. (Educ. Code 44043.5(a)(1).)

CATASTROPHIC LEAVE DONATION REQUEST - Any qualified permanent employee who exhausts all sick leave or other paid time off and who is or will be absent for the same catastrophic illness or injury may make a written request for donation from unit members of accrued paid sick leave in order to continue to receive income from the District.

ELIGIBILITY CRITERIA – A recipient of catastrophic leave donations must meet all of the following criteria:

Hold Permanent status with the District;

Exhaust all paid leaves (vacation, compensatory time off, sick, and all other paid leaves);

The employee or his/her parent, child, spouse or domestic partner has suffered a catastrophic illness or injury.

REQUEST AND VERIFICATION PROCESS – An employee shall submit a written request to receive donations of accrued sick leave under this program. The request shall be submitted to CSEA Catastrophic Leave Committee (herein referred to as Committee) contained in an Appendix J approved form. If the employee is incapacitated, this form may be completed by an immediate family member or other authorized person acting at the request of the employee. If the employee is in a coma, CSEA may act on the employee's behalf to make the request to authorize a family member or other person to act for the employee. A licensed physician must provide written verification of the catastrophic illness or injury, a prognosis, and the probable length of absence from work. Members of the committee shall keep information regarding the nature of the illness or injury confidential.

LENGTH OF LEAVE DONATION - The request for donation shall be for no more than 30 work days. An employee may make up to two additional requests in 30 work day increments, which shall not exceed a total of 90 work days within a 12-month period.

The Committee shall be responsible for notifying all unit members of donated sick leave hours needed for the ill employee. Unit members may then donate full hourly increments. The donating employee must have not less than ten (10) days earned sick leave before any donation will be accepted. The donations are non-revocable.

COMMITTEE OBLIGATIONS

CSEA will appoint a three (3) member Catastrophic Leave Committee to administer the sick leave donations. CSEA will notify the District in January who are the committee members.

The Committee shall notify its bargaining unit members when donated sick leave hours are needed. Donating employees shall submit the number of hours they are donating to the committee on the Appendix J Form 2.

The Committee will remit copies of the form(s) to the District's Classified Personnel Manager.

DISTRICT OBLIGATIONS

The District will deduct the submitted amount of sick leave hours from the donating employee and apply the hours to the sick leave of the requesting employee.

The Classified Personnel Manager or designee may request and shall be entitled to review all information obtained by the Committee related to a request for catastrophic leave or the renewal thereof. Such information shall be kept confidential.

Hours granted shall commence after the exhaustion of fully paid sick leave, vacation, compensatory time, and all other paid leaves available to the employee and prior to substitute differential leave.

The member will continue to receive District fringe benefits while receiving donated hours.

Employees who are receiving full salary from donated sick leave shall continue to earn the vacation and sick leave to which they normally are entitled. Earned leave from the employee's account shall be exhausted as it is earned. After exhaustion of such leave, the employee shall return to the use of donated leave.

EXCLUSIONS

Members receiving workers compensation benefits for industrial illness/injury shall not be entitled to use sick leave donations until such time as the workers compensation benefit is exhausted.

Members who are injured or become ill while on an unpaid leave of absence are not entitled to the sick leave donations until such time as they have scheduled to return from the leave and have exhausted their accumulated sick leave and all other paid time off.

EXHAUSTION OF ALL LEAVE DONATED FOR THE EMPLOYEE'S USE – If as a result of the original request, enough leave was not donated to cover the employee's absences, a new request form may be submitted by the employee following the same guidelines as the original request.

CONCLUSION OF DONATED SICK LEAVE – The use of donated leave shall cease when any of the following occur:

- Return to work;

- Separation from employment with the District for any reason;

- Death of the employee;

- A maximum of 90 work days within a twelve (12) month period.

CONTINUED LEAVE – If after the exhaustion of all sick leave or other paid time off and substitute differential leave, the employee still is unable to return to work, she or he may request a leave of absence in accordance with the CSEA contract.

UNUSED SICK HOURS – If an affected employee returns to work prior to the exhaustion of the donated sick leave hours, the remaining hours shall be carried over for the next eligible employee as determined by the Committee.

HOLD HARMLESS

Upon application for the leave donation the member must sign the hold harmless agreement contained in Appendix J of the Agreement.

Approval or denial of requests is at the discretion of the Committee and not subject to the Grievance Article of the Agreement, provided that applicants may appeal the decision of the Committee to the Executive Board whose decision will be final.

APPENDIX J
CSEA EAST FOOTHILLS, CHAPTER #187
CATASTROPHIC LEAVE DONATION
APPLICATION FORM

To: CSEA Catastrophic Leave Committee

From: _____

Date: _____

on behalf of _____ (if applicable)

I hereby apply for _____ hours of Catastrophic Leave [a maximum of 30 days per application and a maximum of 90 days within a twelve (12) month period] from donated sick leave.

Signature

Employee Identification Number

Release of Liability Agreement

I agree to abide by the decision(s) of the Catastrophic Leave Committee and/or the Executive Board with respect to the awarding or denial of benefits under my application. I waive any right to appeal this decision to any court, administrative agency, or arbitrator. I agree to hold harmless and release from any liability whatsoever the members of the Committee, the Executive Board, the Association, the District, and all of their agents and employees, for any acts or omissions in any way relating to administration of the Catastrophic Leave, including, but not limited to, the application process and decisions to award or deny benefits, and agree that I will not bring any complaints, grievances, charges, or causes of action against these persons or entities for any such acts or omissions.

Applicant's Signature

Date

*Please attach written verification of the catastrophic illness or injury, a prognosis and the probable length of absence from work from a licensed physician. If this is to care for one of the following, please indicate by circling the relationship and attach the Certification of Health Care Provider form available in HR (or on the intranet): **parent, child, spouse or domestic partner.***

Date: _____ Proof of need: _____ Approved ☐ Denied ☐
Committee Members Signatures:

APPENDIX J
CSEA EAST FOOTHILLS, CHAPTER #187
Catastrophic Leave Donation
Form 2

I agree to a deduction of _____ hours of sick leave from my sick leave account to donate to a unit member who has been approved to receive catastrophic leave by the CSEA Catastrophic Leave Committee.

I understand that this contribution is irrevocable and waive any right to appeal this decision to any court, administrative agency, or arbitrator. I agree to hold harmless and release from any liability whatsoever the members of the Committee, the Executive Board, the Association, the District, and all of their agents and employees, for any acts or omissions in any way relating to administration of the Catastrophic Leave, including, but not limited to, the donation of hours, the application and decisions to award or deny benefits, and agree that I will not bring any complaints, grievances, charges, or causes of action against these persons or entities for any such acts or omissions.

Date

Signature

Please Print Name

Employee Identification Number

Please return the completed form to Patricia Alarcon @ Education Center (Chairperson, Catastrophic Leave Committee).

FOR HUMAN RESOURCES USE ONLY: Donation

Previous Balance: _____

This Donation: _____

Ending Balance: _____

Balance as of: _____

Posted by: _____

APPENDIX J

FORM 3

To: Human Resources Department
East Side Union High School District

From: Catastrophic Leave Committee
East Foothills Chapter #187

Re: Sick Leave Award

Please award _____ hours of sick leave to:

Employee Identification Number: _____

Effective on the following date: _____

Thank you.

Sincerely,

Signature
Chairperson, Catastrophic Leave Committee

Date

Signature
President, CSEA East Foothills Chapter #187

Date

FOR HUMAN RESOURCES USE ONLY:

Received HR: _____

Previous Balance: _____

Entered: _____

Sick Leave Award: _____

Posted by: _____

Ending Balance: _____

Return this form to the Catastrophic Leave Committee Chairperson.