

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

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

**AND**

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

**JULY 1, 2005 THROUGH JUNE 30, 2008**

## **ARTICLE 1**

### **AGREEMENT**

This is an Agreement made and entered into this first day of July 1, 2005, 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 Assistant

\*Administrative Secretary I (Labor Relations / Business)

Administrative Secretary II

Assistant Director of Facilities/Construction/Maintenance/Operations

Assistant Director Electronic Communications/Surveillance Systems/

Planning & Demography

Assistant Superintendent, Business Services

Assistant Superintendent, Operations

Benefits/Safety Coordinator

Breakthrough East Side Program Manager

Budget Specialist

Central Stores Supervisor

Child Nutrition Supervisor

Computer Support Manager

Customer Support Manager

Director of Child Nutrition Services

Director of Construction and Facilities

Director of Finance

Director of General Services

Director of Human Resources

Director of Information Systems

Director of Insurance and Risk Management

Director of Transportation

Energy Manager

Executive Secretary

Internal Auditor

Outreach Program Manager

Payroll Supervisor  
Project Director  
Systems & Network Manager  
Systems & Programming Supervisor

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

Administrative Secretary – Chief Safety, Security & Student Services  
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 effecting 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. In addition, the District will provide access to the District server for a CSEA Chapter web page.

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 Effective January 1, 2007, the District shall release the Chapter President with full salary and benefits in accordance with Education Code 45210 to conduct union duties. The District shall pay 100% of the salary and benefits for the Chapter President, not to exceed \$50,000. In the event that the total cost of salary and benefits is greater than \$50,000, the parties agree to re-open Article 7.
  - 7.2.5.1 CSEA will provide at least 15 days notice to the District, indicating the name of the duly elected President and date to be released from duty.
  - 7.2.5.2 The Chapter President will work solely for the California School Employees Association, Local No. 187, on problem solving, contractual issues, and act as a resource for contract resolution.

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.

#### 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 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 Within sixty (60) days after the execution of the contract, the District shall post on it's website a copy of the contract, including all appendices and amendments. The contract shall be made available to bargaining unit members, via the District's website, [www.esuhdsd.org](http://www.esuhdsd.org). CSEA will print the contract at CSEA Headquarters. The cost of printing will be split between CSEA and the District. The District further agrees to provide a copy of this contract to each new employee at the time of hire.

## **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

### DISCIPLINARY ACTION PROCEDURE

#### 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, or letters of reprimand.

#### 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, discourteous treatment of the public or fellow employees, or any other willful failure of good conduct tending to injure the public service, or any willful and persistent violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the Board of Trustees pursuant to it, provided that specific instances must be set forth as to any of the causes enumerated under this heading.

12.3.2 Dishonesty, habitual drunkenness, immoral conduct, or addiction to the use of narcotics.

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

12.3.4 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.

12.3.5 Frequent unexcused absences or tardiness.

12.3.6 Falsification of leave reports and/or time cards.

12.3.7 Failure to report for review of criminal records or for health examinations after due notice.

12.3.8 Advocating the overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

12.3.9 During initial probationary period, the discovery or development of any physical, emotional, and/or mental condition which would have precluded employment.

12.3.10 Abandonment of position.

#### 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

Discharge from the employment by 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     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.

12.5.2     Suspension

12.5.3     Involuntary Demotion

12.5.4     Dismissal

12.6     **Written Notice**

When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. A copy of the notice shall, at the same time, be delivered to CSEA. The notice shall include:

12.6.1     A statement of the specific charges against the employee written in ordinary and concise language. The statement shall include the cause and the specific acts and/or omissions, including times, dates, and location, on which the disciplinary action is based.

12.6.2     A statement of proposed penalty.

12.6.3     A copy of any relevant documents upon which the charges are based.

12.6.4     The Notice shall name a Skelly Officer for the purposes of Section 12.7.

12.6.5 Notice of appeal rights as set forth in this article.

A copy of the notice shall be sent to CSEA Chapter #187

12.7 **Response and Review period – Effective Date of Discipline:**

12.7.1 At any time prior to the effective date of the discipline, the employee or his or her representative may examine the material upon which the discipline is based. The employee's response may be written or oral and must be submitted to the Skelly Officer named in the notice.

12.7.2 The employee may request a Skelly hearing before the Skelly Officer prior to any disciplinary action being taken. The employee may request a hearing in writing within ten (10) working days after the service of the statement of charges. A card (form) shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the ten (10) working days shall be a waiver of a right to a hearing.

12.7.3 If, after receiving and evaluating the employee's response, the Skelly Officer believes modification to the Notice is necessary, he or she shall make any recommendations to the Superintendent that are appropriate. Unless the Skelly Officer informs the employee to the contrary, however, the discipline shall become effective on the date specified in the Notice.

12.8 **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 judgement 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.

12.9 **Formal Hearing – Recommended Suspension-Demotions or Dismissal**

12.9.1 Employee has the right to a hearing on the charges. If the employee elects a formal hearing, he/she shall have the option to designate the Board of Trustees to hear the case. The employee shall also have the option to move the matter before an Advisory Arbitrator, but in no instance can the employee select both. The selection of an Arbitrator will be in accordance with the Grievance mechanism at 13.6.3 and Section 12.12 (Employee Representation)

12.9.2 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 notice of intent is served on the employee and that the employee has the right to representation at such hearing. Failure to request a hearing within ten (10) days shall be deemed to be a waiver of the right to a formal hearing.

12.9.3 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 issue or issues submitted to him/her.

12.10 **Referral to Board**

12.10.1 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.

12.10.2 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.



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

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

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

12.11.3 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.

12.12 **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. 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.

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 will be appointed to serve on each interview panel. The representative will be chosen from the site where the vacancy exists by the CSEA site representative.

The site representative will be notified of the need to select a representative at least five (5) days before the interview date.

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.

14.4.4.4 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 16<sup>th</sup> day.

#### 14.6 **Promotional Probation**

An 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.

14.7 **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 174 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 Two based on previous outside experience and education. When an employee is

initially advanced place (step two) the employee will be placed on the third step upon the completion of twelve (12) calendar months. The Employee's anniversary date is the first of the month the employee's advanced to the next step. An advance 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 advance placement will go to the District Board for approval at an open public meeting.

15.3 **Salary Increases**

- 15.3.1 These annual increases shall be on-schedule increases. For the 2005/2006 contract year and retroactive to July 1<sup>st</sup>, 2005, the District will add COLA less 2% (3.58%) to the salary schedule.
- 15.3.2 For the 2006/2007 contract year and effective July 1<sup>st</sup>, 2006, the District will add COLA less 2% to the salary schedule.
- 15.3.3 For the 2007/2008 contract year and effective July 1<sup>st</sup>, 2007, the District will add COLA less 2% to the salary schedule.
- 15.3.4 COLA shall be defined as the Cost of Living Adjustment as defined in the Education Code 42238.1. COLA shall also include but is not limited to any additional on-going monies received, which may be in the form of "growth", "equalization" and/or any "deficit reduction" monies.

15.3.4.1 For the 2005/2006 contract year, the COLA, as defined above, would equate to 5.58%.

15.3.4.2 If in the event the COLA, as defined, is less than 2%, the District will not subtract those monies from the bargaining unit nor will the bargaining unit receive an increase less than 2%.

15.3.4.3 If in the event a deficit is greater than the COLA as defined in E.C.42238.1 for 2007-2008 year, the greater amount shall be applied to the following year COLA.

15.3.5 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.

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

15.3.6 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.

- 15.3.6.1 Annual longevity increments, step increases, and professional growth increments are prorated for unit members who work less than twelve (12) months.
- 15.3.6.2 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, 2005, the service increments shall be:

Starting with the eighth (8 <sup>th</sup> ) year	\$920 (\$77/mo)
Starting with the tenth (10 <sup>th</sup> ) year	\$1,392 (\$116/mo)
Starting with the twelfth (12 <sup>th</sup> ) year	\$1,827 (\$152/mo)
Starting with the fourteenth (14 <sup>th</sup> ) year	\$2,312 (\$193/mo)
Starting with the sixteenth (16 <sup>th</sup> ) year	\$2,759 (\$230/mo)
Starting with the eighteenth (18 <sup>th</sup> ) year	\$3,232 (\$269/mo)
Starting with the twentieth (20 <sup>th</sup> ) year	\$3,679 (\$307/mo)
Starting with the twenty-second (22 <sup>nd</sup> ) year	\$4,164 (\$347/mo)
Starting with the twenty-fourth (24 <sup>th</sup> ) year	\$4,649 (\$387/mo)
Starting with the twenty-sixth (26 <sup>th</sup> ) year	\$5,133 (\$428/mo)
Starting with the twenty-eighth (28 <sup>th</sup> ) year	\$5,606 (\$467/mo)
Starting with the thirtieth (30 <sup>th</sup> ) year	\$6,091 (\$508/mo)
Starting with the thirty-second (32 <sup>nd</sup> ) year	\$6,575 (\$548/mo)

Service increments shall be increased by the COLA received by the District as determined by 15.3:

#### 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 (16<sup>th</sup>) 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, 2005 the shift differential for swing and graveyard shift shall be:

SWING.....	\$169/month
GRAVEYARD.....	\$223/month

Shift differential pay shall be increased by the COLA received by the District as determined by 15.3.

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, 2005, the professional Growth increment will be \$51 as per District professional growth policy.

15.8.2 **Professional Growth**

The Professional Growth stipend pay shall be increased by the COLA received by the District as determined by 15.3.

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**

Any payroll errors resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, no later than five (5) working days after the employee provides notice to the payroll department.

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.

## ARTICLE 16

### BENEFITS

#### 16.1 **Health and Welfare Benefits**

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, less \$.50 per month for medical and \$.50 per month for dental coverage. 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 16.1.7 and 16.2 (if applicable).

The District will continue to pay the full premium of Health and Welfare benefits for the 2005/2006, 2006/2007 and 2007/2008 contract year. In the event the total cost of the Health and Welfare benefit is greater than 15%, the parties agree to re-open Article 16.

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

16.1.2 The formula to compute the percentage difference will be the total cost of the Health and Welfare benefit as defined per capita between benefits years.

16.1.3 For example, if the total cost per employee per year for the Health and Welfare Benefits is \$1,000 and the next plan year was \$1,100, the difference would be 10%.

16.1.4 If the cost of the Benefit plan is less than 15%, the percentage difference will be carried forward and added to the next contract year.

16.1.5 For example, in the example above of 10%, the remaining 5% would be carried forward to the next contract year and alter Section 16.1 from 15% to 20%.

16.1.6 CSEA agrees to align the members Health and Welfare plan design to the current change and coverage that is in effect for all other District employees starting with the 2006-2007 plan year. Any subsequent change in plan design would be subject to negotiations.

The benefit coverage shall include the following:

- A. ESUHSD Medical Plan --  
United Administrative Services Group #L-134-2
- B. Kaiser Foundation Health Plan  
Group #855
- C. Blue Cross of California/California Care HMO Group #57U33J
- D. \$25,000 Life Insurance Policy --  
Sun Life of Canada Policy #61463
- E. Delta Dental Systems -- Group #6585-0002 (active);  
Group #6592-0002 (non-active)
- F. Employee Assistance Program (Managed Health Network)--  
Group #45485
- G. Vision (Vision Service Plan) -- Group #12077044

16.1.7 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. This shall take affect only after agreed upon revisions to Article 20 sections 20.11 through 20.11.6.1 not later than June 30, 2007.



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 16.1.2 and receive Health Benefits for the subsequent year. For 2006-2007 enrolled employees that qualify under 16.2.3 will be reimbursed their cost for Health and Welfare Benefits in August 2007.

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 (1<sup>st</sup>) of the month will be eligible for benefits as of the first (1<sup>st</sup>) 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.

17.2.1.2 School-Community Liaisons shall be granted eight (8) days compensatory time for twelve (12) months served. Less than twelve (12) months shall be prorated. This compensatory time shall be granted for time spent in

assigned school related activities which take place "after hours" or weekends. These activities may include but not limited to co-curricular activity supervision, athletic event supervision or attendance at school-community meetings.

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. 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.

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 mean, 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 45192.
- 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 three (3) 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

Floating Holiday

Memorial Day

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

\*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 Inservice Days**

Any day granted as a teacher inservice 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, indicated on Appendix A, 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, indicated on Appendix A, 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, paraeducators, career center technicians, Job Training Technician, computer lab aid, science lab aid, vocational ed. technician, 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 Director of Transportation. All bus drivers will be eleven (11) month employees.

20.11.1 Assignments

20.11.1.1 Drivers will be assigned routes based on the assignment from the previous year.

20.11.1.2 If major changes in routes are made, then preliminary adjustments will be made based on seniority.

20.11.1.3 Assigned hours will establish the base "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 current seniority roster of all bus drivers shall be posted in the driver's ready room.

20.11.3 Extra-Duty and Field Trips

20.11.3.1 Two separate seniority rosters shall also be posted in the driver's ready room.

20.11.3.1.1 The seniority rosters shall be divided into two (2) categories by CHP certification, as follows:

- Type 1 (all busses)
- Type 2 (mini bus only)

20.11.3.1.2 Drivers will be assigned to one of the rosters by preference at date of hire.

20.11.3.1.3 Drivers can only move to another roster when a vacancy becomes available by doing both of the following:

1. Submitting a written request to the Director of Transportation.
2. Meeting the proper qualifications and proficiencies.

20.11.3.2 All extra duty assignments and field trips must be distributed equally among all qualified/proficient drivers.

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

20.11.4 Accrued Hours

20.11.4.1 At the end of every month the Director of Transportation shall post a list of all bus drivers and the extra duty hours they have accrued to date.

20.11.4.1.1 Extra duty hours shall be added to the base "FTE" to establish the total accrued hours.

20.11.4.2 By the following dates of the current school year; 12/31, 4/30, and 8/31; the Director of Transportation shall have made every effort to balance the extra duty hours by seniority within each category.

20.11.5 Elimination of Routes

20.11.5.1 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.

20.11.6 Upgrade

20.11.6.1 All bus drivers shall be able to upgrade their current certification at the time their license is due for renewal.

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.

## 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

Notice of layoff will be given to CSEA six (6) weeks prior to the effect of any layoff. Notice of layoff will be given to the employee being affected at least 45 days prior to the effective date of layoff, which will be specified in the notice.

21.3.1 The notice shall contain: 1) effective date of layoff, 2) statement of employees' layoff rights pursuant to the CSEA contract and the Education Code Sections, 3) statement of 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.

#### 21.4 Displacement Rights

An employee whose position is eliminated or whose hours are reduced or is bumped from his/her 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 classified employee who has been laid off is eligible for re-employment in the class from which he/she was laid off for up to 39 months and shall be re-employed in preference to new applicants. Re-employment shall be in the reverse order of layoff without regard to the number of hours assigned at the time of layoff. An employee on layoff has the right to apply for any promotional positions within the 39-month period.

21.5.1.1 An employee may refuse up to three (3) re-employment offers made by the District after which he/she shall be dropped from the eligible list.

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.

## 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 requirement 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, 2005 through June 30, 2008.

#### 26.2 **Successor Agreement**

This agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate. This notice shall be accompanied by proposed amendment(s) or modification(s). Negotiation shall commence no later than thirty (30) calendar days following the public hearing on the proposals.

#### 26.3 **Reopeners**

CSEA and the District agree that the contract shall remain closed during the term of the contract, unless activated in accordance with Article 16 (Benefits) and Article 7 Section 7.2.5 (Association Rights).

# SIGNATURES

Dated :

For the Board:

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J. Manuel Herrera, President

For CSEA:

---

Filiberto Zamora, President

---

Rose Ortiz, Head Negotiator

---

Elena Sanchez, Member

---

David Castro, Member

---

Patricia Alarcon, Member

---

Julio Pardo, Member

---

Cindy Bega, Member

---

Jim Trujillo, 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
Bookroom Clerk	08
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	
with 30 units	7
with 60 units or AA	8
with 90 units	9
with BA	10
Child Nutrition Assistant Manager	10
Child Nutrition Manager I	14
Child Nutrition Manager II	18
Child Nutrition Worker I	04
Child Nutrition Worker II	06
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	7
Computer Lab Aide with 30 units	8
with 60 units	9
with 90 units	10
with BA	11
Computer Network Engineer	35
Computer Support Specialist	18
Computer System 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 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

IEP Paraeducator with 30 units	13
with 60 units or AA	14
with 90 units	15
with BA	16
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
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
Paraeducator	06
Paraeducator with 30 units	07
with 60 units or AA	08
with 90 units	09
with BA	10
Personnel Technician II	28
Pool Technician	16
Principal's Secretary	18
Programmer/Analyst I	33
Psychological Services Technician	18
Purchasing Clerk	12
Registrar	14
Registrar Assistant	12
Reproduction Assistant	4
Reproduction Equipment Operator I	9
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
School-Community Liaison 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
Science Lab Aide with 30 units	08
with 60 units	09
with 90 units	10
with BA	11
Senior Accountant	35
Senior Gardener	22
Skilled Trades Worker	22
Boiler/Plumbing	
Carpenter	
Electrician	
Electronic Technician/Specialist	
Heating/Air Conditioning	
Locksmith	
Machinist/Metal Fabrication	
Painter	
Roofer	
Staff Secretary	14
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**

### **Pages 81 – 85**

**Salary Schedule effective July 1, 2005**

**Salary Schedule effective July 1, 2006**

**Placeholder  
For  
Salary  
Schedule**

**Placeholder  
For  
Salary  
Schedule**

**Placeholder  
For  
Salary  
Schedule**

**Placeholder  
For  
Salary  
Schedule**

**SUSPENDED**

## **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"><li>• Sum of Account Codes 8110-8290 (same as Total Federal Revenues in J201, Line A2, Col. B)</li><li>• Sum of Account Codes 8300-8599 (same as Total Other State Revenues, J201, Line A3, Col. B)</li><li>• Account 8650 (Leases and Rentals)</li><li>• Account 8676 (Transportation Services)</li><li>• Account 8677 (Interagency Revenues)</li><li>• Account 8681 (Mitigation /Developer Fees)</li><li>• Account 8689 (All Other Fees and Contracts)</li></ul>



- 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 |
|----------------|----------------|

---



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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            |

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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:
  - taking nine semester hours of work in junior college or college;
  - taking nine semester hours of work in adult education;
  - 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 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.
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## 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

## FOUNDATIONS

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 function which requires the temporary assignment of additional personnel to assist with attendance 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

\_\_\_\_\_  
*Employee Name*

\_\_\_\_\_  
*Location*

\_\_\_\_\_  
*Date*

Current work schedule:

\_\_\_\_\_  
*Days*

\_\_\_\_\_  
*Hours*

Proposed work schedule:

\_\_\_\_\_  
*Days*

\_\_\_\_\_  
*Hours*

Eff. Date: \_\_\_\_ 09/01

\_\_\_\_ 01/01

\_\_\_\_ 05/01

\_\_\_\_ Summer Hours

**Reason for Request:**

\_\_\_\_\_  
\_\_\_\_\_

**Impact:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature: \_\_\_\_\_

\*\*\*\*\*

☐

Approved

☐

Disapproved

\_\_\_\_\_  
*Supervisor*

\_\_\_\_\_  
*Date*

☐

Approved

☐

Disapproved

\_\_\_\_\_  
*CSEA*

\_\_\_\_\_  
*Date*

☐

Approved

☐

Disapproved

\_\_\_\_\_  
*Assistant Superintendent – Human Resources*

\_\_\_\_\_  
*Date*

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

Present

Class: \_\_\_\_\_ Step: \_\_\_\_\_ Amount: \_\_\_\_\_ Class: \_\_\_\_\_ Step: \_\_\_\_\_ Amount: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_

Personnel Administrator: \_\_\_\_\_

## 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*

\_\_\_\_\_  
*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*



**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 30-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**

Upon the ratification of this Agreement, a voluntary Catastrophic Leave Bank shall be established for unit members covered by this Agreement who:

1. Have exhausted their own accumulated sick leave;
2. Have a serious illness or disability; or
3. Have a calamity in their immediate family requiring their presence.

Upon the ratification of this Agreement and at the beginning of each school year, each eligible member of the bargaining unit may contribute a minimum of one day and maximum of five days (at the bargaining unit member discretion) of his/her annual allotment of sick leave in order to fund the bank.

Unit members who decide to participate in the Bank for the current year shall notify the Human Resources Office no later than April 30, 2006. Such notification shall be in writing. For subsequent years, the enrollment period ends on the last workday of September. Participation continues annually unless the member notifies the Human Resources Office in writing by the last workday of September.

Eligible members who begin after the regular school year has started have one month from their starting date to notify the Human Resources Office if they wish to join the Bank.

Members who have contributed for at least two years may defer contributions and maintain membership in the Catastrophic Leave Bank. If the Catastrophic Leave Bank falls below fifty days, it shall be replenished by an automatic contribution of one additional day from each member of the bank. Such replenishment may occur no more than once per year.

A Catastrophic Leave Bank Committee will be established consisting of five (5) members designated by the CSEA. The Committee is responsible for its own internal organization and for establishing application procedures. The decisions of the Committee are final and binding. Such decisions are not subject to the grievance procedure.

The District shall administer the Catastrophic Leave Bank. The Human Resources Office will set-up and maintain the Bank's records.

The Sick Leave Bank will become operative when the number of days reaches 100.

Eligibility for an amount of additional sick leave to be granted shall be governed by the following criteria:

1. Applicant is a current contributing member of the Bank or has contributed at least two days to the bank.
2. Adequate evidence of serious illness or disability.
3. Evidence of calamity in the immediate family.
4. Prior utilization of all sick leave.

5. The committee shall have the authority to make exceptions to #1 for the first year that the Bank is in operation.

The initial grant of sick leave by the Committee shall not exceed twenty (20) days. The Committee may grant extensions upon demonstration of need by the applicant.

Unused days in the Catastrophic Leave Bank shall be carried over into the Bank that is established for the next fiscal year.