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**Agreement Between**

**The**  
**Union School District**

**And**

**California School Employees Association**

**Chapter 704 - Units A, B and C**

**2006 - 2009**

## ARTICLE 1

### Agreement

- 1.0 This Agreement is made and entered into between the Union School District of San Jose, California (hereinafter referred to as the District), and the California School Employees Association and its local Chapter 704 (hereinafter referred to as CSEA or the Association).

## ARTICLE 2

### Recognition

- 1.0 Unit A, Instructional Assistants: The District confirms its recognition of CSEA as the exclusive representative for Unit A, Instructional Assistants comprised of the following classifications of regular full-time and regular part-time classified employees; Instructional Assistant A, (SIP, Title I); Instructional Assistant B, (RSP, Mild to Moderate, ELD, Library Media 6-8, EMHI); Computer Aide; Instructional Assistant C (Opportunity Class, Moderate to Severe, 1:1); Instructional Assistant D "CLM Competent Learner Model certified) (hereinafter referred to collectively as Unit A, Instructional Assistants) excluding all other positions not designated including employees of the following classifications; (1) management; (2) confidential positions; (3) noon duty supervisors; and any irregular part-time employees (e.g. substitutes, short-term personnel).
- 2.0 Unit B, Skilled Labor Employees: The District confirms its recognition of CSEA as the exclusive representative for Unit B, Skilled Labor Employees comprised of the following classifications of regular full-time and regular part-time classified employees (hereinafter referred to collectively as Skilled Labor Employees): Custodian; Delivery Driver; Food Service Assistant; Food Service Manager; Gardener/Grounds Maintenance Worker; Graphics and Publications Specialist; Head Custodian; Skilled Maintenance Mechanics; Storekeeper, Utility Truck Operator; and classifications which include the word: Food Service; Maintenance; or Custodian . . . and excluding all other positions not designated including employees in the following classifications: (1) management positions; (2) confidential positions; and (3) any irregular part-time employees (e.g. substitutes, short-term personnel).
- 3.0 Unit C, Clerical Employees: The District confirms its recognition of CSEA as the exclusive representative for Unit C, Clerical Employees comprised of the following classifications of regular full-time and regular part-time classified employees (hereinafter referred to as Unit C, Clerical Employees): Purchasing Coordinator; District Receptionist; Accounts Clerk I; Accounts Clerk II; Administrative Secretary; General Office Clerk; Instructional Media Clerk; Purchasing Coordinator; Administrative Assistant; Non-Confidential; Personnel Clerk; School Secretary, 10 month/12 month; Staff Secretary I; Staff Secretary II; Community Liaison/Health Clerk; and classifications which include the words clerk or secretary, excluding all other positions not designated including employees in the following classifications: (1) management positions; (2) confidential positions; and (3) any irregular part-time employees (e.g. substitutes, short-term personnel).

## ARTICLE 3

### Organizational Rights and Security

#### 1.0 Membership

- 1.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal right of the employees to refuse to form, join, and participate in employee organization activities.
- 1.2 Neither the District nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their exercise of rights described in the above paragraph.

#### 2.0 Dues Deduction - Maintenance of Membership

- 2.1 The District agrees to deduct the normal and regular monthly CSEA membership dues of those employees who authorize in writing such deductions on the appropriate form. Such authorization shall continue in effect for the duration of this contract except that any employee may resign from the Association during the thirty (30) working days following the expiration of this Agreement.
- 2.2 The authorized dues deductions shall be remitted to the Association together with an alphabetical list of employees from whom such deduction has been made.

#### 3.0 Association Leave

- 3.1 Release time shall be granted for the CSEA Annual Conference and for legislative and other activities by mutual agreement of the Association and the District. Such release time may be granted without loss of compensation. The release time for up to three 12-month employees to attend the CSEA Conference shall not be denied for arbitrary or capricious reasons.

#### 4.0 Service Fee

- 4.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 4.2 Except as expressly exempted herein, all employees in the bargaining unit

who do not maintain membership in good standing in CSEA are required, as a condition of employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

- 4.3 No employee shall be obligated to pay dues or service fees to CSEA until the first day of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 4.4 Any employee whose religious convictions include an objection to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employees shall be required, in lieu of a service fee required by this agreement to pay sums equal to such service fee to a nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code (e.g., United Way of Santa Clara County, American Cancer Association, American Heart Association).
- 4.5 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

## 5.0 Service Fee Deductions

- 5.1 The District shall deduct, in accordance with the CSEA service fee schedule, service fees or payments to charity in lieu of service fees from the wages of all employees who:
  - 5.1.1 Are not exempted from the requirement to pay service fees under this Agreement; and
  - 5.1.2 Are members of the bargaining unit who have elected not to become members of CSEA.
  - 5.1.3 Nothing herein shall preclude a service fee payer or religious objector from making a lump sum payment to CSEA or to a listed charity, respectively.
- 5.2 The District shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.

## 6.0 Hold Harmless Provision

- 6.1 CSEA agrees to indemnify and hold harmless the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.
- 6.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

#### 7.0 Employee Communication

The Association shall be entitled to use the District's intradistrict mail delivery service as permitted by state and federal laws and regulations. All employees shall be assigned a designated area to receive communications relating to workers concerning their wages, hours and other terms and conditions of employment. The Association may use the District email for one monthly CSEA meeting notification.

#### 8.0 Creation, Reclassification, or Abolition of Positions

The District shall notify the Association of new job classifications, the reclassification of a position, or class of positions, and/or the abolition of a position, or class of positions, and will negotiate, upon request from the Association, the impact upon bargaining unit members and salaries of new classifications.

#### 9.0 Union Officers/Stewards

- 9.1 The Association shall provide the District with a list of persons authorized to represent the Association in the processing of grievances pursuant to Article 5. Grievance Procedures. Association representatives shall not leave their normal work assignment without permission of the immediate supervisor. Association Stewards shall not leave their normal work assignment without permission of their immediate supervisor.

## ARTICLE 4

### Management Rights

- 1.0 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. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives, insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, close, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the board retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.
- 2.0 The exercise of the foregoing powers, rights authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only 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 laws and constitutions of California and of the United States.
- 3.0 The District retains its right to amend, modify or rescind policies and practice referred to in this Agreement in cases of emergency.
  - 3.1 The determination of whether or not an emergency exists is solely within the discretion of the District. The Association, however, shall be notified as soon as is reasonably practical and shall have the right to grieve, under Article V. the District's determination that an emergency exists.
- 4.0 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effect of the exercise of any such rights, is not subject to the grievance provisions set forth in Article 5.

## ARTICLE 5

### Grievance Procedures

#### 1.0 Definitions

- 1.1 Grievance: A grievance is any alleged violation, misapplication, or misinterpretation of this employment agreement.
- 1.2 Aggrieved: An employee who has a grievance or a group of employees who have a common grievance.
- 1.3 Day: Any day in which the Union District Administration Office is open for business. (Workday)
- 1.4 Conferee: A conferee is any person invited by either party to the grievance to participate in the grievance procedure.
- 1.5 Form: An official grievance form. (Form – see Appendix C)

#### 2.0 Informal Level

- 2.1 The most effective solution is found when differences which may lead to a grievance are resolved in an amicable, informal way between the parties involved. No matter shall proceed to the formal level until the employee has met informally with his/her immediate supervisor in an effort to resolve the matter. Notwithstanding the provisions of this section, the Association may file an Association grievance at Level 2.

#### 3.0 Formal Level

##### 3.1 Level One, Immediate Supervisor

- 3.1.1 The grievance procedure is formally invoked when the aggrieved presents his/her grievance in writing on the District Grievance Form to his/her immediate supervisor. This shall be done within twenty (20) work days after the aggrieved knew, or reasonably should have known, of the event or condition which gives rise to the grievance. (Form - see Appendix C)
- 3.1.2 The written statement shall be a clear, concise statement of the grievance; the specific provision(s) of this contract it is alleged were violated, misapplied, or misinterpreted; the person(s) involved; the decision rendered as a result of the informal conference and the remedy sought. Copies may be sent to conferees.

Either party to the grievance shall have the right to a personal conference with the other party to the grievance in order to resolve the issue. Either party is entitled to the presence of a conferee. More than one conferee will be by mutual agreement of both parties.

The supervisor shall communicate his/her decision to the aggrieved in writing within ten (10) days after receiving the grievance.

3.2. Level Two, Grievance Officer

3.2.1 In the event the aggrieved is not satisfied with the Level I decision she/he may appeal the decision in writing to the Grievance Officer or his/her alternate within ten (10) days after receiving it.

3.2.2 This written statement shall include a written copy of the original grievance; the Level I decision rendered; the name(s) of the appellant's conferee(s), if any; and a clear, concise statement of the reasons for the appeal from the decision.

3.2.3 The District Grievance Officer shall communicate his/her decision in writing to the parties involved within ten (10) days after receipt of the appeal. A conference regarding the appeal is the right of either party. Either party may bring more than one conferee by mutual agreement of both parties.

3.3 Level Three, Arbitration

3.3.1 In the event the aggrieved is not satisfied with the Level II decision, the Association may, within ten (10) days of its receipt, submit a written request to the Superintendent for arbitration of the dispute.

3.3.2 Within ten (10) days after receipt of the written request, the Superintendent or his/her designee and the Association shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools.

3.3.2.1 Beginning with the Association each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

3.3.3 The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.

The arbitrator's decision shall be final and binding upon the District,

the Association and the employee(s) involved, except if the arbitrator exceeds his/her authority, his/her decision evidences an infidelity to the Agreement, or he/she acts in contravention of the facts and/or the law. Copies shall be sent to both the Association and to the District Superintendent.

- 3.3.4 The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any appendix attached thereto, nor render any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement.
- 3.3.5 The arbitrator shall construe this Agreement in a manner which does not interfere with the Districts rights as described in Article IV, except where they have been expressly and clearly limited by the terms of this Agreement.
- 3.3.6 The arbitrator must resolve issues of arbitrability before hearing the substantive matters. In the event that a case is appealed to an arbitrator on which he/she has no power to render a decision, it shall be returned to the parties without recommendation on its merits.
- 3.3.7 The costs of the services of the arbitrator, including expenses, if any, shall be borne equally by the District and the Association.
- 3.3.8 The aggrieved employee, one Association Officer and any employee requested to testify under subpoena or required by the District to appear at the hearing, shall not be docked pay if the hearing occurs during their regular workday.
- 3.3.9 Election of remedies: The decision to go to arbitration shall constitute a waiver of the right to seek redress through other legal process, except in the event that the arbitrator rules that the matter is not arbitrable.
- 3.3.10 Specifically excluded from the arbitration step of this Article are:
  - 3.3.10.1 Failure of the District to follow advisory recommendations of any advisory committee or as a result of consulting with the Association.
  - 3.3.10.2 Failure of the District to grant any request or benefit described by this Agreement as permissive.

- 3.3.10.3 Grievances filed under Article 4 (3.1) challenging the Board's determination that an emergency exists where such determination is based upon a legal restriction or a restriction imposed by the State or local government.

#### 4.0 Miscellaneous Provisions

- 4.1 If the same complaint or substantially the same complaint is made by more than one employee against one respondent, only one (1) employee, on behalf of her/himself and the other complainants, may process the complaint through the grievance procedure. Such grievance shall indicate the names of the other employees represented by the aggrieved.
- 4.2 It is the purpose of this grievance procedure to provide for redress of grievance under the current Agreement, and it is not the purpose of this grievance procedure to provide for changes in the Agreement. Such changes must be undertaken in the negotiation process.
- 4.3 Other employer-employee relations matters for which a specific method of review is provided by law, are not within the scope of this procedure.
- 4.4. The time limits provided in this policy may be extended or reduced by the mutual written agreement of the parties.
- 4.5 Unless the time limits are extended or shortened by mutual written agreement among all parties to the grievance, any decision not appealed within the time limits from one level to the next in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal. Failure of an administrator to respond within the time limits gives the aggrieved the right to move automatically to the next level.
- 4.6 During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be confidential and any preliminary disposition will not be made public without the agreement of all parties.
- 4.7 No reprisals of any kind shall be taken by the District or the organization against any participants in the grievance procedure by reason of such participation.
- 4.8 Any employee may present grievances in accordance with this Article without the intervention of the organization so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the grievance until the organization has received a copy of the grievance and the proposed solution and has been given an opportunity to file a response.

- 4.9 Grievance conferences between an aggrieved employee and management personnel at Levels I or II shall be held at a mutually agreed time and place. Participation by any employee within the unit entitled to attend shall be without loss of pay when the conference occurs during such employees regular work hours. Every effort will be made to avoid any untimely disruption of any employees work schedule.
- 4.10 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- 4.11 A grievance may be withdrawn or settled at any level without establishing precedent.

## ARTICLE 6

### Hours of Employment

#### 1.0 Work Day and Work Week

- 1.1 The regular work week of regular part-time employees shall be defined as employees who work varying proportions of a full-time eight (8) hour day, forty (40) hour week.
- 1.2 The regular work week of a full-time employees shall be forty (40) hours, and the regular work day shall be eight (8) hours. The work week shall be five (5) consecutive days, Monday through Friday.

#### 2.0 Work Year

The District agrees to consult with CSEA regarding the school year calendar. CSEA shall appoint up to two (2) members annually to a Joint District/CSEA calendar advisory committee.

- 2.1 School Days Only Employees: The regular work year (days in paid status) for Instructional Assistants, Health Clerks, and Food Service Assistants shall be all days that school is in session (180). Additional authorized workdays, approved by the Personnel Department, shall be at an employee's current hourly rate of pay.
  - 2.1.1 Health Clerks may be required to work additional days prior to the start of school.
- 2.2 12 Month Employees: The work year is based upon two hundred sixty (260) days in paid status.
- 2.3 10 Month Employees: School Secretaries' work year is *based upon* one hundred ninety-six (196) workdays. Days in paid status are determined by adding entitled days of vacation pay and entitled paid holidays.
- 2.4 Summer School will be paid at the employee's current rate of pay. All employees applying for a summer school position will be considered prior to outside applicants.

#### 3.0 Lunch and Rest Periods

- 3.1 All unit employees whose workday is less than 8 hours shall be entitled to a minimum of ten (10) minutes break time for each three (3) hours worked.

- 3.2 All unit employees who have a regular workday of five (5) hours or more shall be entitled to a duty-free lunch period of no less than thirty (30) minutes per day.
- 3.3 All full-time unit employees will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District, normally near the middle of the four-hour span.

4.0. Holidays

- 4.1 All members shall be entitled to the paid holidays as listed provided the unit members are in paid status during the working day immediately preceding and the working day succeeding the holidays:

- 1. Independence Day
- 2. Labor Day
- 3. Veterans Day
- 4. Thanksgiving Day
- 5. Workday after Thanksgiving
- 6. Workday prior to Christmas
- 7. Christmas Day
- 8. Workday prior to New Years Day
- 9. New Years Day
- 10. Dr. Martin Luther King, Jr. Day
- 11. Lincoln's Birthday
- 12. Washington's Birthday
- 13. Friday of Spring Recess in Schools (Substitute for Admission Day)
- 14. Memorial Day
- 15. Floating Holiday (*for 12 month employees*)

- 4.2 Regular unit members who are not normally assigned to duty during the two-week Winter Recess shall be paid for the holidays granted during that period provided that they were in paid status the workday of their normal assignment immediately preceding and succeeding the holiday period.

- 4.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holiday, s/he shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

- 4.4 The employee shall have the option of accepting pay or compensatory time off for authorized work on a holiday. If compensatory time off is chosen, it shall normally be taken within thirty (30) workdays. Employee preference shall be considered as to the scheduling of any accrued time off

but the final decision shall be at the sole discretion of the supervisor.

## 5.0 Overtime

5.1 Overtime is any time required to be worked in excess of eight (8) hours in any workday or forty (40) hours in a work week. Overtime may be compensated by payment or by compensatory time off at the option of the employee.

5.1.1 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 designated and authorized by the District to perform such overtime.

5.1.2 The employee shall have the option of accepting pay or compensatory time off. If compensatory time off is chosen, it shall normally be taken within thirty (30) days from which it was earned, and no later than twelve (12) months from the day it was earned at the employee's current rate of pay. Employees who fail to use their earned compensatory time within 12 months for causes other than denial by the district, will forfeit said time. Employee preferences shall be considered as to the scheduling of any accrued time off but the final decision shall be at the sole discretion of the supervisor. Any employee that is denied compensatory time off shall be paid for such time denied at the employee's current rate of pay.

5.1.3 So that overtime and additional hours will be distributed equitably, employees in each classification will sign up for overtime duty. Factors that will assist in determining the order of dispersing overtime to members on each list are seniority, skill level, and site.

5.1.4 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, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the unit member.

5.1.5 The designation, authorization and allocation of any overtime shall rest solely with the District management and shall not be subject to Article 5, Grievance Procedures.

## 6.0 Extra Duty

6.1 Time required beyond a part time employee's regular workday, shall be compensated by payment at their current rate of pay or compensatory time off. Employees preference for compensation shall be considered but the

final decision shall be at the sole discretion of the supervisor.

## ARTICLE 7

### Bargaining Unit Vacancies

#### 1.0 Notice of Vacancies

- 1.1 Vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Notices shall be posted on bulletin boards at each District job site. Normally, no vacancies shall be posted during winter and spring breaks. However, postings during such times shall be extended for three (3) work days. All employees interested in receiving all vacancy postings while on vacation or off work, will inform the district that he/she wants the postings mailed to him/her at a specific address. A copy of all job postings shall be sent to all CSEA Executive Officers.
- 1.2 Any employee in the bargaining unit or an outside applicant may file for the vacancy by submitting written notice to the Personnel Department within the appropriate filing period. Any employee on leave or vacation may authorize his/her union steward, site representative or CSEA officers to file a notice of interest on the employees behalf. The employees inability to interview for the position will not restrict the District's right to fill the position in a timely manner as specified.
- 1.3 The job vacancy notice shall include: The job title, brief description of duties, qualifications, the number of hours per day; the months per year assigned to the position; work hours; the salary range; the deadline for filing to fill the vacancy, and the date of the posting.
- 1.4 Selection shall be based on experience, education, training, recommendations, interpersonal skills, seniority, and needs of the District.
- 1.5 Any employee in the bargaining unit who files for the vacancy during the posting period and meets the minimum qualifications shall be interviewed.
- 1.6 All other things being equal, current employees shall be given preference over outside applicants for promotion. In the case of a tie between two or more employees, the employee with the greatest seniority will be given the position.
- 1.7 Any employee who has been rejected for a vacancy for which he/she has properly filed shall be notified as soon as practical.

#### 2.0 Probationary Period

- 2.1. The probationary period for newly hired and promoted employees shall be six (6) months.

#### 3.0 Transfers

A transfer is movement of an employee from one position to another without

change of job classification. The transfer may include a change of school location; a shift change or a job change to another supervisor within the classification.

### 3.1 Lateral Transfer

- 3.1.1 Whenever District management determines that a vacancy exists which creates a transfer opportunity, the vacancy shall be posted for not less than five (5) working days at each work location. Employees within the classification who wish to be considered for a voluntary transfer into the vacancy shall submit written notice to the Personnel Office. Other things being equal, current employees shall be given preference over outside applicants.
- 3.1.2 When school is not in session, the District shall, upon request, notify eligible employees of such vacancies by mail. Employees within the classification who wish to be considered for a voluntary transfer into the vacancy shall submit their request in writing to the Personnel Office and include a self-addressed stamped envelope. Employees may have the option to submit, in the absence of a specific vacancy, a general transfer request to the Personnel Office. Such requests shall be kept active for one (1) year and shall be considered when vacancies occur.
- 3.1.3 The intent of this subsection is to provide transfer opportunities for employees. There is no implied obligation intended, however, that the District must accept any of the applicants for the vacancy.
- 3.1.4 Probationary employees will not be considered for voluntary transfers.
- 3.1.5 Any employee who has been rejected for a transfer for which he/she has properly filed shall be notified as soon as practical.

### 3.2 Involuntary Transfers

- 3.2.1 Transfers of unit members may be made by District management any time whenever, in the judgment of the management, such transfers are in the best interests of the District.
- 3.2.2 The District will give an employee an opportunity to discuss, upon request, a transfer decision affecting them prior to the effective date of the transfer.
- 3.2.3 An employee being transferred shall be given prior notice as soon as is administratively practical, but no less than five (5) working days.

- 3.2.4 Upon request, a conference will be held between the employee and the appropriate management personnel in order to communicate reasons for the transfer.
- 3.2.5 Upon request of the employee, the District shall state in writing the reason for the transfer.

ARTICLE 8

Compensation

1.0 Salary

- 1.1 For the 2006-2007 school year and effective July 1, 2006, the 2006-2007 basic salary schedule shall be revised to reflect an increase of 4%.
- 1.2 For the 2007-2008 school year and effective July 1, 2007, the 2007-2008 basic salary schedule shall be revised to reflect an increase of 2%.
- 1.3 For the 2008-2009 school year and effective July 1, 2008, the 2008-2009 basic salary schedule shall be revised to reflect an increase of 1.5%.
- 1.4 If, for the 2008-2009 school year, the change in the percentage increase to the District's net revenue limit COLA per ADA, including State equalization and deficit factor, that is actually received by the District exceeds 3.0%, then the 2008-2009 basic salary schedule shall be increased by the corresponding percentage increase to the District's net revenue limit per ADA that exceeds 3.0%.

Examples of the possible salary schedule increases for the 2008-2009 school year—  
For illustration purposes only.

COLA (Including deficit factor and equalization)	2008-2009 Equivalent Basic Salary Schedule Increase
3.0% or less	Guaranteed 1.5%
3.19%	0.19% plus Guaranteed 1.5%
3.58%	0.58% plus Guaranteed 1.5%
3.77%	0.77% plus Guaranteed 1.5%
4.00%	1.00% plus Guaranteed 1.5%

- 1.5 A one time off schedule bonus of \$300.00 shall be paid to unit members in paid status on June 7, 2006, regardless of their full time equivalency.

2.0 Shift Differential

- 2.1 A fifty-nine (59) cents per hour shift differential shall be paid to full-time custodians whose shift begins at 2:00 p.m. or later. Shift differential will be recalculated yearly based on any increase in the net COLA that may be negotiated in the future.
- 2.2 An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

2.3 The regular rate of pay for all purposes of an employee assigned to a shift which provides differential compensation shall be the differential rate.

3.0 Work Out-of-Class

3.1 An employee required to perform duties inconsistent with those assigned to the position by the governing Board for a period of more than two (2) consecutive working days in a fifteen (15) calendar day period shall have his/her salary adjusted upward for the entire period he/she is required to work in a higher paying classification.

3.1.1 Instructional Aides will be paid at their current rate of pay or higher for additional hours worked.

3.2 When an employee is requested to work out of his/her classification in a lower classification, the employee shall be paid at 90% of step 2 of the appropriate range. The employer shall notify the employee of the rate of pay being offered at the time the request to work in the lower classification is made.

4.0 Call-back Pay

4.1 Unit B: The Skilled Labor employees' minimum call-back pay shall be no less than two (2) hours except that call back between 11:00 p.m. and 6:00 a.m. shall be for no less than three (3) hours.

4.2 Unit C: Clerical employees' call-back pay shall be no less than two (2) hours.

5.0 Anniversary Date

5.1 Unit A: The Anniversary date for all Unit A employees shall be September 1st for the purpose of determining salary placement.

5.1.1 An employee whose first workday was on or before January 31st shall be given credit for one (1) year for the above purposes on the next September 1st.

5.1.2 An employee whose first workday was on or after February 1st shall be given credit for one (1) year for the above purposes on the next succeeding September 1st.

5.2 Unit B and C: The Anniversary date for all Unit B and C employees shall be July 1st for the purpose of determining salary placement.

5.2.1 An employee whose first workday was on or before January 31st

shall be given credit for one (1) year for the above purposes on the next July 1st.

5.2.2 An employee whose first workday was on or after February 1st shall be given credit for one (1) year for the above purposes on the next succeeding July 1st.

6.0 Health and Welfare Benefits

6.1 Health Care Insurance

Unit members shall have the option to health insurance plans available through the CalPERS Unequal Health Benefit Program to cover unit members and their eligible Dependents subject to the following conditions:

6.1.1 Effective September 1, 2004 and each month thereafter, the District shall contribute the minimum amount set by CalPERS Unequal Health Benefit Program per eligible unit member for each month; this amount shall be the basic District contributions for health insurance.

6.1.2 Effective July 1, 2006, the District shall contribute, for each eligible unit member, a supplemental amount per school year for health and welfare benefits (as described in 7.1 through 7.6) of the following amounts per full-time unit member and employees who work four hours or more per day shall be entitled to a prorated District contribution to the unit members' health and welfare insurance package minus the CalPERS Unequal Health Benefit Program minimum contribution rate in 6.1.1:

Single	\$6,936
Single plus 1	\$9,200
Family	\$11,700

6.1.3 Should premiums for benefits selected exceed the District-paid entitlement, employees shall sign appropriate payroll deduction forms authorizing the District to deduct from their salary warrants the amount necessary to pay the difference between the District's contribution and the total monthly premiums. The level and kinds of benefits, voluntarily selected, must be maintained.

6.1.4 CalPERS Unequal Health Benefit Program design changes, including increases to co-pays or deductibles will be borne by the unit members. Unit members shall be provided the opportunity of Open Enrollment per CalPERS.

6.2 Dental Care Insurance: Eligible employees must take the dental insurance

through Delta Dental.

6.3 Vision Care Insurance: Eligible employees must take the vision insurance through Vision Service Plan (VSP).

6.4 Life Insurance: A life insurance program for eligible employees which provides \$30,000 life insurance plus \$30,000 accidental death and dismemberment coverage.

1. No evidence of insurability is required for participation.

6.5 Long-Term Disability: A Long Term Disability Program which provides:

1. 66 2/3% of salary to a maximum of \$1,500 per month.
2. 120 day elimination period.
3. Benefits payable to age 70 for sickness or accident.
4. Benefits coordinate with group-statutory plans.

6.6 blank

6.7 Emotional Health Care

The unit member and eligible dependents shall be provided emotional health care insurance pursuant to the CalPERS plan.

## 7.0 General Provisions

7.1 Unless otherwise provided within the specific terms of this Article, the District's responsibility for any insurance plan premiums ends with the termination of an employee.

7.1.1 The District will provide each employee in the bargaining units with the option to participate in a Section 125 plan for Health and Welfare plans.

7.2 Employees who work less than full time, but 50% or more, shall be entitled to a District monthly premium payment in direct proportion to their percentage of full-time employment. To receive any of the insurance programs available to full-time employees, part-time employees shall sign appropriate payroll deduction forms authorizing the District to deduct from their salary warrants the amount necessary to pay the difference between the District's contribution and the total monthly premium.

7.3 Enrollment cards must be completed by each eligible employee to initiate or change coverage. This must be done at the time of employment, during the Open period or for a change in eligibility status. The District shall only be responsible for administering the initiation of, or changes in, coverage.

7.4 The District shall have no responsibility for the explanation of plans or the processing of claims.

7.5 The policies, rules, and regulations of any insurance carrier subscribed to by the District are not a part of this contract, and challenges to them shall not be subject to the Grievance Procedures of Article 5.

7.6 Retired Employees

7.6.1 Retired Employees: The District agrees to contribute the lesser amount set by Government Code Section 22857(b) of the California Public Employees' Retirement Law per eligible retiree per month for the life of the employee, which for the life of the agreement is the following:

7.6.1.1.1 Effective September 1, 2004 and each month thereafter, the District shall contribute a flat amount or percentage of the minimum contribution amount set by CalPERS Unequal Health Benefit Program for retiree health care insurance. CSEA and the District acknowledge that this rate can be changed at anytime (usually in January) and will be implemented immediately.

7.6.2 The savings generated by unit members who opt out of the CalPERS Unequal Health Benefit Program will be held in a special District fund for the purpose of paying the District contribution to CalPERS Unequal Health Benefit Program for retiree health care insurance.

7.6.3 If the District and CSEA agree to terminate participation in the CalPERS unequal Health Benefit Program, the District shall have no further obligation for payment of the basic contribution per retiree.

7.6.4 The employee shall pay in advance (monthly) through the District for health coverage for dependents accepted by the insurance carrier.

7.6.5 The employee may purchase coverage in other District health and welfare programs (i.e. dental, vision, etc.), dependent on the conditions established by the carrier.

8.0 Retirement Options

8.1 The Union School District shall enter into an agreement with classified personnel desirous of retirement. The following conditions are prescribed:

## 8.2 Eligibility

- 8.2.1 Employees who retire at age 62 with a minimum of 10 years of service in the District will receive a reimbursement pursuant to Article 10.3.1. Eligibility is effective for a maximum of 3 years or until age 65, or until the retiree is eligible for health benefits under Medicare, whichever comes first.

## 8.3 Benefits

- 8.3.1 Effective September 1, 2004 the District will contribute a monthly reimbursement to retirees. The reimbursement shall be calculated as follows:  
Net of \$250 less District's contribution to CalPERS Unequal Health Benefit Program for unit members with a minimum of 10 years of full-time District service.

ARTICLE 9

Leaves

1.0 Vacation/Vacation Pay

1.1 Vacation entitlement shall be as follows:

	Year	Year	Year	Year
	1-5	6-11	12-15	16+
12 Month	12	15	20	25
10 Month	10	12	15	20

1.2 Instructional Assistants and Computer Aides working in regular education programs will be required to take their days of vacation during their work year.

1.3 Instructional Assistants in Special Education and 10-month school secretaries will have their vacation pay built into their salary.

1.4 Unit B: The window of vacation time schedule is as follows:

1.4.1 May take two (2) weeks at winter break  
May take one (1) week at spring break

1.4.2 No vacation to be scheduled one (1) week after school year ends.  
No vacation to be scheduled two (2) weeks before school year begins.

1.5 A day of vacation equals each employee's normal workday. Each day of vacation is granted at the regular rate of pay earned at the time the vacation is commenced.

1.6 Earned vacation or vacation pay shall not become a vested right until completion of the initial six (6) months of employment.

1.7 No actual vacation days are taken by personnel in the classes listed on the chart above, who work less than twelve (12) months per year. The days of vacation pay anticipated for the year shall be calculated and added in equal amounts to each paycheck.

1.8 If an employee is terminated and had been granted vacation or vacation pay which was not yet earned at the time of termination of his/her services, the employer shall deduct from the employees severance check the full amount

of salary which was paid for such unearned days of vacation taken or vacation pay received.

- 1.9 Upon separation from service, the employee shall be entitled to a lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 1.10 The District may allow permanent classified employees to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.
- 1.11 The scheduling of vacation shall be within the sole discretion of the District Management.
- 1.12 Vacation time is not accumulative from year to year. If, however, an employee is not permitted to take his/her full allowable vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash. Any refusal of a vacation request must be in writing within five (5) days of written request.
- 1.13 Those portions of this vacation section which are permissive for the District shall not be subject to the grievance procedures contained in this Agreement.

## 2.0 Hour-By-Hour Leave Use

- 2.1 Bargaining unit members may utilize sick leave, illness in the immediate family leave, and personal necessity leave on an hour-by-hour basis, consistent with the terms of this provision.
- 2.2 For positions that require substitute coverage, employees in such positions may use sick leave for doctor's appointments on an hour-by-hour basis provided that a substitute is available to cover for the requested time off and that the employee has given reasonable notice to the District that such sick leave use is needed.
- 2.3 Where sick leave is taken on an hour-by-hour basis, the employee shall have the amount of sick leave taken, rounded up to the nearest hour, deducted from accumulated leave, any hour-by-hour leave use shall be unpaid.
- 2.4 In the event a substitute is unavailable to provide coverage for an employee requesting hour-by-hour sick leave use, the employee shall be required to take sick leave in increments of either one-half (1/2) day or a full day. In such situations, an employee who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from accumulated sick leave; if the

absence exceeds one-half (1/2) day, a full day shall be deducted.

2.5 For purposes of this section, the following bargaining unit positions are deemed to require substitute coverage: school secretary; PBX operator; corporation yard secretary, purchasing agent and Food Service, Delivery Driver.

2.6 For positions that do not require substitute coverage, deductions from accumulated leave shall be rounded off to the nearest hour. If mutually agreed upon with the employees supervisor, an employee in a position other than those listed in sub-part (5) may utilize flex time for absences of short duration, not to exceed two (2) hours per week.

### 3.0 Absence for Illness or Injury:

3.1 Unit A: Each Instructional Aide shall be entitled to .04972 hours of sick leave credit for each hour the Instructional Aide is in paid status for the purpose of leave for illness or injury.

#### 3.1 Units B and C:

3.2.1 Every classified employee employed five (5) days a week shall be entitled to twelve (12) days of absence for illness or injury, exclusive of all days s/he is not required to render service to the District, with full pay for a fiscal year of service.

3.2.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months s/he is employed bears to twelve (12) for classified employees five (5) days for a full fiscal year of service.

3.2.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5) and is entitled for the proportionate amount, consistent with this formula, for classified employees employed five (5) days a week for a full fiscal year of service. When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

3.2.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking

such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee shall not be eligible to take more than six days, or the proportionate to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months active service with the District.

- 3.2.5 If such employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 3.2.6 Upon request by the District Personnel Department management, an employee shall be required to submit a medical doctors certificate verifying the personal injury or illness and/or a medical authorization to return to work. Such request shall only be made when, in management's opinion, there is reasonable cause to believe sick leave is being misused or when the employee's medical ability to return to work is questioned.
- 3.2.7 An employee must notify the District as soon as the need to be absent is known, normally not less than one (1) hour (one and one-half (1 1/2) hours for food service employees) prior to the start of the workday. Failure to provide adequate notice shall be grounds for denial of leave with pay.
- 3.2.8 Where a substitute is needed, an employee who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted. For other employees, deductions from leave shall be rounded off to the nearest hour.
- 3.2.9 An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employees intent to return to work if such failure results in a substitute being secured.
- 3.2.10 A classified employee who is absent on account of illness or accident (whether normal or industrial) after exhaustion of all fully-paid leaves, due to one continuing illness or disability, shall, during the first five (5) months of his/her illness receive his/her regular salary less the amount actually paid to a person as his/her substitute.
  - 3.2.10.1 When no substitute is hired, the employee shall receive 50% of his/her regular salary.

#### 4.0 Illness in the Immediate Family

- 4.1 Leave shall be granted for sudden or unexpected illness or injury of a member of the immediately family; for major surgery for a member of the immediate family or the birth of a baby to the wife of an employee.
- 4.2 Immediate family shall mean, for purposes of this leave, any relative living in the immediate household of the unit member or the spouse, child or parent of the unit member, even if living outside the unit member's immediate household.
- 4.3 An employee may take up to four (4) days in any one school year without loss of pay or sick leave. This leave shall not be cumulative. A day is the employee's normal workday.
- 4.4 Notification requirements shall be the same as those required for personal illness.
- 4.5 Deductions from leave entitlement shall be made as provided for under this Article.
- 4.6 An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work, if such failure results in a substitute being secured.

5.0 Industrial Accident of Illness

- 5.1 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the insurer.
- 5.2 Leave for industrial accident or illness is subject to the following rules and regulations:
  - 5.2.1 Allowable leave shall not be for more than sixty (60) working days in any one fiscal year for the same accident.
  - 5.2.2 Allowable leave shall not be accumulative from year to year.
  - 5.2.3 Industrial accident or illness leave will commence on the first day of absence.
  - 5.2.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this State, exceed the normal wage for the day.
  - 5.2.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

- 5.2.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 5.3 The industrial accident or illness leave of absence is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving Workers' Compensation the person shall be entitled to use only so much of the persons accumulated or available leave which, when added to the Workers' Compensation Award, provide for a full days wage or salary.
- 5.4 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of an employee.
- 5.5 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the District, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation Laws of this State. The District, in turn shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 5.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the persons position, the person shall, if not placed in another position, be terminated and placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the persons previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds in which case the person shall be listed in accordance with appropriate seniority regulations.
- 5.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 5.8 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be deleted from the reemployment list.
- 5.9 The benefits provided by these rules and regulations shall be applicable to all employees after completion of the probationary period of service as an employee of the District.
- 5.10 Upon resuming work, the employee shall provide written medical verification

that s/he is medically able to resume all his/her normal duties.

## 6.0 Disability Leave

6.1 Any employee who anticipates undergoing a state of disability such as, but not limited to, necessary surgery, hospital confinement, medical treatment, pregnancy, etc., shall apply for a leave of absence based upon said anticipated disability in accordance with the provisions herein.

6.2 Employees (less than twelve (12) month) who anticipate a disability which will occur during a non-work period (e.g. when school is closed in December, spring or in the summer) need not request leave but shall comply with Section 6.4 below.

6.3 Disability leave shall be charged to the sick leave account of the employee and subject to all policies, practices, rules and regulations applicable to employees who are granted sick leave.

6.4 Sections related to requests for anticipated disability leave:

6.4.1 In order to qualify, an employee anticipating disability shall file a statement (District form) with the Personnel Office stating the nature of an anticipated period (dates) of disability with the physicians verification portion completed.

6.4.2 Any employee who desires to continue in the performance of his/her duties during the period prior to the expected disability shall be permitted to do so provided his/her physician states in writing that said employee is physically capable of continuing to perform all his/her duties up to the date the disability will occur.

6.4.3 Should there be any questions as to the medical condition of the employee, the District reserves the right to require an examination by a District-selected physician, at District expense, for the purpose of securing a second medical opinion regarding the employee's ability to perform required duties. Should the opinion of the employee's physician and the District-selected physician conflict, then the employee and the District shall mutually agree upon examination by an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity in the performance of normal duties.

If the employee and the District cannot agree upon the impartial third physician such appointment shall be made by the County Medical Society. The expenses of any examination by an impartial third physician shall be paid by the District.

6.4.4 Ordinarily, an employee who has undergone hospital confinement shall

be expected to resume his/her duties within fifteen (15) days of the date of discharge from the hospital. In the case of childbirth, an employee would normally be expected to resume her duties within six (6) weeks from the date of her child's birth.

- 6.4.5 A physician's statement is required upon return from disability leave stating that the employee is able to resume all his/her normal duties and responsibilities. The provisions of 6.4.3 above are applicable.
- 6.4.6 Requests for extensions or reductions of the specified dates in 6.1 above shall also be verified by a physician's statement.
- 6.4.7 Where the anticipated disability leave is for pregnancy reasons, pregnant employees applying for leave under provisions of this section may simultaneously apply for a Personal Unpaid Leave in accordance with the provisions of that policy.

## 7.0 Personal Necessity Leave

- 7.1 Employees may elect to use accumulated sick leave in cases of Personal Necessity Leave, not to exceed (10) ten days in any school year.
- 7.2 Personal Necessity Leave will be granted for an event or activity out of the ordinary in which the circumstances are beyond the control of the individual. Leave under this definition will be granted for, but not limited to:
  - 7.2.1 Death or serious illness of a member of his/her immediate family.
  - 7.2.2 Accident involving the employee or property, or the person or property of a member of his/her immediate family.
  - 7.2.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. This provision shall include an appearance before a probate court as an executor or administrator of a will.
  - 7.2.4 Graduation or wedding ceremonies of members of the immediate family.
  - 7.2.5 Seeking other employment if a notice of layoff has been received. (Two (2) days maximum).
- 7.3 Leave under this definition will not be granted for activities or events which are of a personal business or convenience nature including but not limited to outside commercial or business interests, religious activities, social events, visits of relatives, political activities including activities of

employee organizations, travel time prior to or following holidays, job hunting, vacation or recreational activities, civic or organizational activities, real estate transactions, family activities or problems, etc.

- 7.4 Advance approval by the District is required, except for 7.2.1, 7.2.2, and 7.2.3 above.
- 7.5 Requests for Personal Necessity Leave are to be made to the Personnel Office on the appropriate District form. The specific nature of the reasons for the request is to be indicated. Additional verification of the reason indicated on the signed request form may be required by the District.
- 7.6 Immediate family shall have the same meaning as defined under Bereavement Leave in this agreement.
- 7.7 Up to three (3) days of personal necessity leave may be granted by the Superintendent or designee for persons not described in the definition of immediate family in 4.2.

#### 8.0 Personal (Unpaid) Leave

- 8.1 Leave may be approved without pay or other compensation, at the discretion of the District, for reasons not specified under other leave provisions of this Agreement for a period not to exceed one (1) year (e.g. child rearing, adoption, health, etc.).
- 8.2 Advanced approval is required. Requests are to be made on the appropriate District form and submitted to the Personnel Office. Leave taken without prior approval shall be considered unauthorized leave.
- 8.3 One (1) full days pay shall be deducted from the employees salary for each day approved for leaves of twenty (20) workdays or less. Deductions from pay for absences less than one (1) full day shall be as provided for in deduction from leave as described under Absence for Illness or Injury Leave.
- 8.4 Approved leaves of more than twenty (20) workdays, beginning the first day, shall be without pay or other compensation except that the employee shall have the option to continue participation in the District Insurance programs (e.g. medical and dental), provided such coverage is not restricted by the insurance carrier and that the employee reimburses the District for the current group premiums in advance or on a quarterly basis.

#### 9.0 Personal Business Leave

- 9.1 Personal business is defined as business of an urgent or unusual nature which cannot be taken care of outside of normal working hours. Included, but not limited to, are such activities as appearance in Court as a litigant; real estate transactions; emergency home or vehicle repairs; attending

graduation or wedding ceremonies of members of the immediate family; religious activities; etc. Excluded, but not limited to, are such activities as vacation or recreational activities; employee or civic organizational activities; political activities; social activities; outside commercial or business interests, etc.

- 9.2 Immediate family shall mean, for the purposes of this leave, any dependent; or any relative living in the immediate household of the employee. The Superintendent, or his/her designee, may at his/her discretion enlarge the definition of immediate family in individual cases and shall be applied equally.
- 9.3 District approval is required, normally in advance. Requests are to be made on the appropriate District form and sent to the Personnel Office.
- 9.4 A maximum of three (3) Personal Business Leave days per year shall be granted, consistent with the provisions of this paragraph. Each day shall be deducted from accrued sick leave and shall count as one of the ten (10) days of Personal Necessity Leave provided under Section 7 of this Article.

#### 10.0 Military Leave

- 10.1 Shall be granted to classified employees as provided for in the Military and Veterans' Code Section 395 et seq.

#### 11.0 Judicial Leave

- 11.1 The District shall grant leaves of absence to employees to appear as a witness in Court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee. Such leave shall be granted with pay to the difference between the employee's regular earnings and any amount he/she received for jury or witness fees exclusive of mileage allowance.

#### 12.0 Bereavement Leave

- 12.1 A unit member will be granted a maximum of three (3) consecutive days of paid leave or five (5) consecutive days of paid leave if out-of-state travel or more than two hundred (200) miles of one-way travel in state is required, in the event of the death of a member of the immediate family. To determine eligibility for in-state, five (5) days paid leave, a circle with its center at the Union School District office and with a radius of 200 straight-line, miles will be drawn on a map.

- 12.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- 12.3 The Superintendent, or his/her designee, may enlarge the decedent category in individual cases and it shall be applied equally.

## ARTICLE 10

### Discipline

#### 1.0 Exclusive Procedure

Discipline shall be imposed upon permanent employees pursuant to this Article. Nothing therein shall preclude an evaluation from being introduced in a disciplinary action.

#### 2.0 Causes

2.1 Permanent employees shall be subject to disciplinary action for the following causes. Employees against whom disciplinary action is taken shall be informed of the specific acts/or omissions upon which the action is based.

2.1.1 Failure to adequately perform requirements of the position held.

2.1.2 Failure to comply with contractual conditions of employment.

2.1.3 Willful or negligent violation of District rules and regulations or the rules and regulations of a federal, state, or local governmental agency which are applicable to public schools.

2.1.4 Violation of any lawful order by a person having authority to direct an employee.

2.1.5 Insubordination.

2.1.6 Dishonesty.

2.1.7 Drinking alcoholic beverages on the job or reporting to work while intoxicated.

2.1.8 Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.

2.1.9 Disorderly or immoral conduct.

2.1.10 Conviction of sex offense as defined in Educational Code Section 44010, conviction of narcotics offenses in Section 44011, or conviction as a sexual psychopath in Article 1, Chapter 1, Part 1.4 Division 6 of the Health and Welfare Code.

- 2.1.11 Repeated tardiness and/or excessive absences.
- 2.1.12 Failure to report to work as assigned.
- 2.1.13 Pattern of excessive absenteeism. The District shall be barred from terminating an employee for a pattern of excessive absenteeism unless the employee has been warned verbally and in writing about his/her absences.
- 2.1.14 Discourteous, offensive, harassing, intimidating, or abusive treatment of the public, other employees, or pupils.
- 2.1.15 Willful or negligent damage to school property or willful waste of District supplies or equipment.
- 2.1.16 Evident unfitness for service.
- 2.1.17 Failure to maintain licenses or certificates required for the position by law or District policy of job description.
- 2.1.18 Misrepresentation or concealment of any relevant fact in connection with obtaining employment or during employment.
- 2.1.19 Misappropriation of District funds or property.
- 2.1.20 Conviction of a felony, or conviction of a misdemeanor involving moral turpitude. A plea of guilty, or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the making of this section.
- 2.1.21 Employee does not perform their job with reasonable accommodations.
- 2.1.22 Physical violence.

### 3.0 Disciplinary Action

- 3.1 The following disciplinary actions may be taken by the District against a permanent employee for any of the causes specified in Section 2.
  - 3.1.1 Involuntary Reassignment/Transfer: Involuntary reassignment is a change of assignment.
  - 3.1.2 Involuntary Demotion: Involuntary demotion is placement in a lower classification without the employee's written consent.

3.1.3 Suspension: Suspension is temporary removal from service for a specified period of time with or without pay and the employee shall not be on District property except for their child's school function, monthly Board or union meetings, or executive board meeting if applicable.

3.1.4 Dismissal: Dismissal is removal from employment

#### 4.0 Progressive Discipline

4.1 In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate.

4.2 Progressive steps may be as follows, except that 4.2.1 and 4.2.2 are mandatory in dealing with causes of a cumulative nature:

4.2.1 Verbal warning.

4.2.2 Written warning, with a copy to the employee's personnel file. Such statement shall include the reasons for the warning, any intention the supervisor may have to recommend disciplinary action, and a date to review this warning. The supervisor shall give a reasonable period of advanced warning to permit the employee time to correct the deficiency without incurring disciplinary action

4.2.3 Involuntary Reassignment/Transfer.

4.2.4 Suspension.

4.2.5 Involuntary Demotion.

4.2.6 Dismissal.

#### 5.0 Emergency Suspension

5.1 The Association and the District recognize that emergency situations can occur involving the health and welfare of students and/or employees.

5.1.1 If the employee's presence would lead to an immediate threat to the lives, safety or health of the students, community members or fellow employees, the District may suspend the employee without pay following an informal hearing with the Superintendent or his/her designee.

5.1.2 Within ten (10) working days, the District shall provide written notice of charges.

5.1.3 If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the employee shall be reimbursed the appropriate back pay.

## 6.0 Disciplinary Procedure

### 6.1 Written Notice

When the District seeks the imposition of any disciplinary punishment, 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 be mailed to the Association at the same time unless the employee requests otherwise.

### 6.2 Statement of Charges

6.2.1 A statement of the specific charges against the employee shall be written in ordinary and concise language, shall include the cause and the specific acts and omissions, including times, dates, and location on which the disciplinary action is based and shall state the penalty proposed.

6.2.2 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

### 6.3 Access to Material

The employee may, upon request, have copies of materials upon which the charges are based.

### 6.4 Right to a Hearing (Skelly)

The employee may request a hearing in writing either by mail or personal delivery within five (5) working days after service of the statement of charges. A card or letter shall be provided to the employee, the signing of which shall constitute a demand for a hearing and a denial of all charges. In the absence of a request for a hearing within the five (5) working days,

the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

If, after requesting a hearing, the employee fails to appear for the hearing, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

An employee may be relieved of duties without loss of pay, at the option of the District.

#### 6.5 Interest-Based Skelly Hearing

By mutual agreement, an employee who is entitled may meet with the Interest Based Skelly Hearing Committee, a pilot provision, or use the standard Skelly Hearing as outlined in 6.4.1 of this Article. The employer shall notify employee of the right to representation.

6.5.1 This pilot provision will sunset June 30, 2006. This provision will be reevaluated at that time to determine its effectiveness.

6.5.2 The hearing shall be held within a reasonable period of time after the filing of a request for a hearing as provided for in accordance with 6.4.1 and 6.4.2 of this article.

6.5.3 The Committee shall be made up of 2 Classified Employees, not in the same classification as the defendant, and 2 Administrators and one neutral facilitator as agreed upon by the Union and the District.

6.5.4 Resolution of the Interest-Based Skelly Committee is achieved in one of three ways:

6.5.4.1 If consensus is reached, that consensus is reduced to writing, signed by the committee members and submitted to the Board of Trustees and all parties involved.

6.5.4.2 If consensus is not reached within 2 days, but a majority opinions exists, the majority opinion is reduced to writing, signed by the concurring members and submitted to the Board of Trustees.

6.5.4.3 If there are not three concurring members, then the facilitator as an arbitrator submits a written decision to the Board of Trustees.

6.5.4.4 This provision is a pilot project for three (3) years, which will be evaluated at the end of this contract.

- 6.5.5 If the employee elects not to be represented by the Union, he/she may choose other representation. Any costs related to non-Union representation is the responsibility of the employee.

Technical rules of evidence shall not apply at the hearing.

## 7.0 Board Hearing

- 7.1 If the Board chooses, hearings regarding suspensions of more than five (5) days, demotion, or dismissal may be held before a hearing officer from the California Office of Administrative Hearings (OAH). If an OAH hearing officer is not available within thirty (30) days, the District and the Association may submit a request for a list from the State Conciliation and Mediation Service (CSMS).
- 7.2 If the Board chooses to use a hearing officer, the cost of the hearing officer and the reporter, shall be paid by the District. The hearing officer shall submit a written recommended decision to the Board of Trustees which shall include the proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
- 7.3 Prior to making a final decision, the Board of Trustees shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
- 7.4 The Board of Trustees may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact.
- 7.5 Any modified decision by the Board of Trustees shall include findings of fact and determination of issues.

## ARTICLE 11

### Concerted Activities

- 1.0 It is agreed and understood that there will be no strike, work stoppage, slow-down, sick-in, picketing, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to lock-out employees during the term of this Agreement.
- 2.0 The Association 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, slow-down, sick-in, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take steps to cause those employees to cease such action.
- 3.0 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.
- 4.0 It is understood that in the event this article is violated by the Association, the District shall be entitled to withdraw any rights and privileges or services provided to the Association in this Agreement or in District Policy.

## ARTICLE 12

### Contracting Out

- 1.0 The District will not contract out bargaining unit work performed by Union School District employees in violation of the Education Code.

## ARTICLE 13

### Safety

- 1.0 The District shall provide employees with safe working conditions and in all cases shall comply with the California State Occupational Safety and Health Act regulations of the general industry and construction industry standards.
- 2.0 Employees are required to report any injury to their supervisor immediately. Employees are also obliged to report any condition or practice which they feel is unsafe to their supervisor immediately upon notice or discovery. If the problem is not addressed within 30 days, it should be reported to the Superintendent or his/her designee.
- 3.0 Responsibility for training on a regular basis as appropriate for each bargaining unit, making inspections, compliance, records, investigations and reports to Cal OSHA is solely that of the employer.
- 4.0 Any and all disputes regarding safe working conditions shall be processed through the established procedures of Cal OSHA and shall not be subject to the Grievance Procedures Article 5.
- 5.0 No adverse action shall be taken against any employee by reason of filing a complaint with the District or Cal OSHA.
- 6.0 The District shall provide all necessary safety equipment to employees according to their job requirement and by State and Federal laws.
- 7.0 CSEA shall have two (2) representatives on the District Safety Committee, two (2) management personnel; two (2) principals and two (2) teachers. The District Safety Committee shall meet at least twice annually. The District Safety Committee will prepare its report of findings and submit it to the Superintendent.

## ARTICLE 14

### Evaluation Procedures

#### 1.0 Evaluation Procedures

The purpose of evaluation is to recognize and document the quality of work being accomplished by an employee. The evaluation process is to be utilized as a formal method to communicate to a unit member regarding the performance of their job duties. Specifically, outstanding job performance is to be documented. In addition, the formal evaluation process would enable a supervisor to assist an employee whose job performance was unsatisfactory.

1.1 Evaluations shall be the responsibility of the immediate supervisor. The supervisor may consult with others in preparing the evaluation report.

1.2 Probationary employees shall receive evaluations on the following schedule:

3 month

6 month

A satisfactory evaluation during the probationary period does not indicate continued satisfactory completion of the probationary period.

1.3 Every bargaining unit employee shall have a minimum of one formal evaluation biannually (every 2 years) which should be completed on the formal evaluation form. (Appendix B) The formal evaluation process is to be completed prior to May 15. The formal evaluation process shall include a conference between the employee and the evaluator.

The supervisor may elect to write a conference summary for this individual. The conference summary will specifically note the employee's strengths in his/her job performance.

1.4 If an unsatisfactory or marginal evaluation is given, specific written directions for improvement will be given by the evaluator and a date to review progress may be set at the time of the evaluation.

1.5 The employee shall receive a dated copy of the evaluation report, signed by the evaluator. The employee shall sign the evaluation report to indicate it has been read. The signature does not mean concurrence with the evaluation. Should the employee disagree with the judgment of the evaluator, it should be indicated on the report or a separate statement should be provided by the employee within ten (10) working days to be attached to the report. A copy of the evaluation report together with any attachments shall be made part of the employee's personnel file after ten (10) working days.

- 1.6 Formal evaluation of employees will follow District established guidelines. It shall include a conference between the employee and the evaluator. The employee shall sign the evaluation report to indicate it has been read. The signature does not mean concurrence with the evaluation. If the employee disagrees with the judgment of the evaluator, it should be indicated on the report or a separate statement may be provided by the employee within ten (10) working days and attached to the report. A copy of the evaluation report together with any attachments shall be made part of the employee's personnel file after ten (10) working days.
- 1.7 Only procedures, not the content of the evaluation, are subject to the Grievance Procedures of Article 5.
- 1.8 The District agrees to consult with CSEA regarding any revision of the Classified Evaluation Report forms.

## ARTICLE 15

### Professional Growth

#### 1.0 Professional Growth

It is the intent of the District and CSEA to promote educational activities for bargaining unit members for the benefit of both the bargaining unit member and the District. Professional Growth results through experiences that provide increased knowledge, understanding and skills that benefit the District community.

Professional Growth may be achieved through participation in the following categories:

- College courses, Adult Education, and other related courses
- Workshops
- Conferences

#### 2.0 Professional Growth Reimbursement

2.1 After five (5) years of service, bargaining unit members may receive a professional growth reimbursement up to \$200.00 per year for pre-approved classes and/or workshops taken that are directly applicable to enhancement of the current job assignment as mutually agreed upon by the unit member and his/her supervisor. The Director of Administrative Services will make the final determination in the event that the bargaining unit member and the supervisor do not agree. The professional growth reimbursement available per year is non-cumulative.

#### 3.0 Approved Educational Experiences

3.1 Credit for approved educational experiences shall be equated on an individual basis as follows:

3.2 No one shall receive tuition refund credit for workshops, seminars, institutes or conferences if these are attended during an employee's scheduled work hours unless vacation time is used.

3.3 Tuition refund credit will not be allowed for attendance at any of the following in which the district has paid for the cost of the workshop, seminars, institutes or classes.

3.4 All permanent employees shall be eligible for professional growth payments on a prorated basis based on their normal weekly schedule.

- 3.5 It is the responsibility of the employee to apply to Personnel Department for approval of Professional Growth activities to be undertaken and to present evidence of successful completion of course, or evidence of completion, or evidence of attendance if certification is unavailable.

4.0 Cross-Training and Inservice

- 4.1 New employees will be entitled to a minimum of five (5) full working days of training with the outgoing employee or another qualified person.
- 4.2 Employees will be entitled to a total of eight (8) noncumulative hours per school year of paid release time with supervisor's approval to pursue work-related interests within Union School District. The District will not provide substitutes for the eight (8) hours of paid release time. This is a non-grievable provision.
- 4.3 Up to five (5) inservice opportunities may be offered per school year. When possible, inservices should coincide with teacher inservice days.
- 4.4 CSEA shall submit any plan proposals for inservice training for either of or all three units, to the Director of Administrative Services on or before July 31st of each year. Said plan proposal shall be for the following school year.

## ARTICLE 16

### Layoff/Reduction in Hours/Re-employment

#### 1.0 Layoff

- 1.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Any reduction in the number of positions due to Board action shall be conducted in accordance with the California Education Code.
- 1.2 The District shall provide written notice to CSEA of its intention to lay off employees for lack of work or lack of funds. Concurrently with written notification to CSEA, the District shall send written notice to each affected employee no later than forty-five (45) calendar days prior to the effective date of the layoff.
- 1.3 Within 10 workdays of notification, the District and CSEA will jointly meet with affected employees.
- 1.4 When Unit Members have been notified of an impending layoff, the District shall inform the unit member of their rights to job retention by order of seniority. Unit members shall be laid off by order of their seniority in their classification plus higher classifications. The District and CSEA shall negotiate the effects of each layoff. For the purposes of this section, the least senior position is the vacant position within a classification. It shall be the parties' intent to fill vacancies first when possible. Unit members laid off under this section shall have at least 39 months of return rights to their former position. Unit members who take a voluntary demotion in lieu of layoff shall have 63 months of return rights to their former position.

#### 2.0 Reduction in Hours

- 2.1 The District and CSEA shall negotiate the decision to reduce hours and the effects of such reduction. For the purposes of this section the least senior position is the vacant position within classification. It shall be the parties' intent to fill vacancies first when possible. Unit members may be voluntarily transferred due to a reduction in hours of their position. When Unit Members have been notified of an impending reduction in hours, the District shall inform the unit member of their rights to job retention by order of seniority in their classification plus higher classifications. Unit members who take a voluntary reduction in hours or a voluntary demotion in lieu of a reduction in hours under this section, shall have 63 months of return to their former hours.

### 3.0 Specially Funded Programs

3.1 When, as a result of the expiration of a specifically funded program, classified positions must be eliminated at the end of any school year and classified employees will be subject to the layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 16<sup>th</sup>, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30<sup>th</sup>, such notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.

### 4.0 Equal Seniority

4.1 If two (2) or more unit members are subject to layoff and have equal seniority within the applicable classification or classifications, the determination as to who shall be laid off will be made on the basis of the actual hire date in the classification and if that is equal, the determination shall be made by lot.

### 5.0 Re-Employment

5.1 If an individual on the re-employment list does not respond to the District's certified letter within five (5) days of mailing, the District will initiate the posting procedures and proceed with filling the position.

## ARTICLE 17

### Savings Provision

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

## ARTICLE 18

### Support of Agreement

- 1.0 The Association and the District agree to support this Agreement for its term and the Association further agrees that it will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and the Association.

## ARTICLE 19

### Effect of Agreement

- 1.0 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

## ARTICLE 20

### Completion of Meet and Negotiation

- 1.0 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

This Agreement shall remain in full force and effect up to and including June 30, 2009.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of June, 2006.

**CSEA Chapter 704**

**Union School District**

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**Appendix A1**  
**UNION SCHOOL DISTRICT**  
**2006-2007 Classified Salary Schedule--Hourly Rate**  
**4.00% Increase Effective July 1, 2006**

	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Sub/ Extra
	1	2	3	4	5	6	9-11	12-14	15-17	18-20	21-23	24	
<b>701</b>	11.80	12.21	12.64	13.08	13.54	14.01	14.50	15.01	15.53	16.08	16.64	17.22	10.62
	<b>Instructional Assistant A</b>												
<b>702</b>	12.21	12.64	13.08	13.54	14.01	14.50	15.01	15.53	16.08	16.64	17.22	17.82	10.99
	<b>Food Service Assistant</b>												
<b>703</b>	12.64	13.08	13.54	14.01	14.50	15.01	15.53	16.08	16.64	17.22	17.82	18.45	11.37
	<b>General Office Clerk, Instruction Assistant B</b>												
<b>704</b>	13.08	13.54	14.01	14.50	15.01	15.53	16.08	16.64	17.22	17.82	18.45	19.09	11.77
	<b>Account Clerk I</b>												
<b>705</b>	13.54	14.01	14.50	15.01	15.53	16.08	16.64	17.22	17.82	18.45	19.09	19.76	12.18
	<b>District PBX/Receptionist Clerk</b>												
<b>706</b>	14.01	14.50	15.01	15.53	16.08	16.64	17.22	17.82	18.45	19.09	19.76	20.45	12.61
	<b>Community Liaison/Health Clerk, instructional Assistant C, Copy/Repro Technician</b>												
<b>707</b>	14.50	15.01	15.53	16.08	16.64	17.22	17.82	18.45	19.09	19.76	20.45	21.17	13.05
<b>708</b>	15.01	15.53	16.08	16.64	17.22	17.82	18.45	19.09	19.76	20.45	21.17	21.91	13.51
	<b>Food Service Central Kitchen Manager, Staff Secretary I, Instructional Assistant D</b>												
<b>709</b>	15.53	16.08	16.64	17.22	17.82	18.45	19.09	19.76	20.45	21.17	21.91	22.68	13.98
	<b>Custodian, Delivery Truck Driver/Mail, Grounds Maintenance, Staff Secretary II, Utility Truck Operator</b>												
<b>710</b>	16.08	16.64	17.22	17.82	18.45	19.09	19.76	20.45	21.17	21.91	22.68	23.47	14.47
	<b>Head Custodian, school Secretary 10/12 Months, Storekeeper</b>												
<b>711</b>	16.64	17.22	17.82	18.45	19.09	19.76	20.45	21.17	21.91	22.68	23.47	24.29	14.97
	<b>Personnel Clerk, Special Services Clerk</b>												
<b>712</b>	17.22	17.82	18.45	19.09	19.76	20.45	21.17	21.91	22.68	23.47	24.29	25.14	15.50
	<b>Account Clerk II, Administrative Secretary</b>												
<b>713</b>	17.82	18.45	19.09	19.76	20.45	21.17	21.91	22.68	23.47	24.29	25.14	26.02	16.04
<b>714</b>	18.45	19.09	19.76	20.45	21.17	21.91	22.68	23.47	24.29	25.14	26.02	26.93	16.60
<b>715</b>	19.09	19.76	20.45	21.17	21.91	22.68	23.47	24.29	25.14	26.02	26.93	27.87	17.18
	<b>Administrative Assistant, Skilled Maintenance Mechanic</b>												
<b>716</b>	19.76	20.45	21.17	21.91	22.68	23.47	24.29	25.14	26.02	26.93	27.87	28.85	17.78
	20.45	21.17	21.91	22.68	23.47	24.29	25.14	26.02	26.93	27.87	28.85	29.86	18.41
<b>717</b>	<b>Purchasing Agent, Bond Accountant</b>												
	21.17	21.91	22.68	23.47	24.29	25.14	26.02	26.93	27.87	28.85	29.86	30.91	19.05
<b>718</b>	<b>Information Systems Technician</b>												
	21.91	22.68	23.47	24.29	25.14	26.02	26.93	27.87	28.85	29.86	30.91	31.99	19.72
<b>720</b>	22.68	23.47	24.29	25.14	26.02	26.93	27.87	28.85	29.86	30.91	31.99	33.11	20.41
<b>721</b>	23.47	24.29	25.14	26.02	26.93	27.87	28.85	29.86	30.91	31.99	33.11	34.27	21.12
<b>722</b>	24.29	25.14	26.02	26.93	27.87	28.85	29.86	30.91	31.99	33.11	34.27	35.46	21.86
	<b>Behavior Specialist (B.S. or B.A. &amp; Experience Required)</b>												

**Appendix A2**  
**UNION SCHOOL DISTRICT**  
**2007-2008 Classified Salary Schedule--Hourly Rate**  
**2.00% Increase Effective July 1, 2007**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 9-11	Step 12-14	Step 15-17	Step 18-20	Step 21-23	Step 24	Sub/Extra
<b>701</b>	12.04	12.46	12.90	13.35	13.82	14.30	14.80	15.32	15.85	16.41	16.98	17.58	10.84
	Instructional Assistant A												
<b>702</b>	12.46	12.90	13.35	13.82	14.30	14.80	15.32	15.85	16.41	16.98	17.58	18.19	11.22
	Food Service Assistant												
<b>703</b>	12.90	13.35	13.82	14.30	14.80	15.32	15.85	16.41	16.98	17.58	18.19	18.83	11.61
	General Office Clerk, Instruction Assistant B												
<b>704</b>	13.35	13.82	14.30	14.80	15.32	15.85	16.41	16.98	17.58	18.19	18.83	19.49	12.01
	Account Clerk I												
<b>705</b>	13.82	14.30	14.80	15.32	15.85	16.41	16.98	17.58	18.19	18.83	19.49	20.17	12.43
	District PBX/Receptionist Clerk												
<b>706</b>	14.30	14.80	15.32	15.85	16.41	16.98	17.58	18.19	18.83	19.49	20.17	20.88	12.87
	Community Liaison/Health Clerk, instructional Assistant C, Copy/Repro Technician												
<b>707</b>	14.80	15.32	15.85	16.41	16.98	17.58	18.19	18.83	19.49	20.17	20.88	21.61	13.32
<b>708</b>	15.32	15.85	16.41	16.98	17.58	18.19	18.83	19.49	20.17	20.88	21.61	22.36	13.79
	Food Service Central Kitchen Manager, Staff Secretary I, Instructional Assistant D												
<b>709</b>	15.85	16.41	16.98	17.58	18.19	18.83	19.49	20.17	20.88	21.61	22.36	23.15	14.27
	Custodian, Delivery Truck Driver/Mail, Grounds Maintenance, Staff Secretary II, Utility Truck Operator												
<b>710</b>	16.41	16.98	17.58	18.19	18.83	19.49	20.17	20.88	21.61	22.36	23.15	23.96	14.77
	Head Custodian, school Secretary 10/12 Months, Storekeeper												
<b>711</b>	16.98	17.58	18.19	18.83	19.49	20.17	20.88	21.61	22.36	23.15	23.96	24.80	15.29
	Personnel Clerk, Special Services Clerk												
<b>712</b>	17.58	18.19	18.83	19.49	20.17	20.88	21.61	22.36	23.15	23.96	24.80	25.66	15.82
	Account Clerk II, Administrative Secretary												
<b>713</b>	18.19	18.83	19.49	20.17	20.88	21.61	22.36	23.15	23.96	24.80	25.66	26.56	16.37
<b>714</b>	18.83	19.49	20.17	20.88	21.61	22.36	23.15	23.96	24.80	25.66	26.56	27.49	16.95
<b>715</b>	19.49	20.17	20.88	21.61	22.36	23.15	23.96	24.80	25.66	26.56	27.49	28.45	17.54
	Administrative Assistant, Skilled Maintenance Mechanic												
<b>716</b>	20.17	20.88	21.61	22.36	23.15	23.96	24.80	25.66	26.56	27.49	28.45	29.45	18.15
<b>717</b>	20.88	21.61	22.36	23.15	23.96	24.80	25.66	26.56	27.49	28.45	29.45	30.48	18.79
	Purchasing Agent, Bond Accountant												
<b>718</b>	21.61	22.36	23.15	23.96	24.80	25.66	26.56	27.49	28.45	29.45	30.48	31.55	19.45
	Information Systems Technician												
<b>719</b>	22.36	23.15	23.96	24.80	25.66	26.56	27.49	28.45	29.45	30.48	31.55	32.65	20.13
<b>720</b>	23.15	23.96	24.80	25.66	26.56	27.49	28.45	29.45	30.48	31.55	32.65	33.79	20.83
<b>721</b>	23.96	24.80	25.66	26.56	27.49	28.45	29.45	30.48	31.55	32.65	33.79	34.98	21.56
<b>722</b>	24.80	25.66	26.56	27.49	28.45	29.45	30.48	31.55	32.65	33.79	34.98	36.20	22.32
	Behavior Specialist (B.S. or B.A. & Experience Required)												

**Appendix A3**  
**UNION SCHOOL DISTRICT**  
**2008-2009 Classified Salary Schedule--Hourly Rate**  
**1.50% Increase Effective July 1, 2008**

	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Sub/ Extra
	1	2	3	4	5	6	9-11	12-14	15-17	18-20	21-23	24	
<b>701</b>	12.22	12.65	13.09	13.55	14.02	14.51	15.02	15.55	16.09	16.65	17.24	17.84	11.00
	Instructional Assistant A												
<b>702</b>	12.65	13.09	13.55	14.02	14.51	15.02	15.55	16.09	16.65	17.24	17.84	18.47	11.38
	Food Service Assistant												
<b>703</b>	13.09	13.55	14.02	14.51	15.02	15.55	16.09	16.65	17.24	17.84	18.47	19.11	11.78
	General Office Clerk, Instruction Assistant B												
<b>704</b>	13.55	14.02	14.51	15.02	15.55	16.09	16.65	17.24	17.84	18.47	19.11	19.78	12.19
	Account Clerk I												
<b>705</b>	14.02	14.51	15.02	15.55	16.09	16.65	17.24	17.84	18.47	19.11	19.78	20.47	12.62
	District PBX/Receptionist Clerk												
<b>706</b>	14.51	15.02	15.55	16.09	16.65	17.24	17.84	18.47	19.11	19.78	20.47	21.19	13.06
	Community Liaison/Health Clerk, instructional Assistant C, Copy/Repro Technician												
<b>707</b>	15.02	15.55	16.09	16.65	17.24	17.84	18.47	19.11	19.78	20.47	21.19	21.93	13.52
<b>708</b>	15.55	16.09	16.65	17.24	17.84	18.47	19.11	19.78	20.47	21.19	21.93	22.70	13.99
	Food Service Central Kitchen Manager, Staff Secretary I, Instructional Assistant D												
<b>709</b>	16.09	16.65	17.24	17.84	18.47	19.11	19.78	20.47	21.19	21.93	22.70	23.49	14.48
	Custodian, Delivery Truck Driver/Mail, Grounds Maintenance, Staff Secretary II, Utility Truck Operator												
<b>710</b>	16.65	17.24	17.84	18.47	19.11	19.78	20.47	21.19	21.93	22.70	23.49	24.32	14.99
	Head Custodian, school Secretary 10/12 Months, Storekeeper												
<b>711</b>	17.24	17.84	18.47	19.11	19.78	20.47	21.19	21.93	22.70	23.49	24.32	25.17	15.51
	Personnel Clerk, Special Services Clerk												
<b>712</b>	17.84	18.47	19.11	19.78	20.47	21.19	21.93	22.70	23.49	24.32	25.17	26.05	16.06
	Account Clerk II, Administrative Secretary												
<b>713</b>	18.47	19.11	19.78	20.47	21.19	21.93	22.70	23.49	24.32	25.17	26.05	26.96	16.62
<b>714</b>	19.11	19.78	20.47	21.19	21.93	22.70	23.49	24.32	25.17	26.05	26.96	27.90	17.20
<b>715</b>	19.78	20.47	21.19	21.93	22.70	23.49	24.32	25.17	26.05	26.96	27.90	28.88	17.80
	Administrative Assistant, Skilled Maintenance Mechanic												
<b>716</b>	20.47	21.19	21.93	22.70	23.49	24.32	25.17	26.05	26.96	27.90	28.88	29.89	18.43
<b>717</b>	21.19	21.93	22.70	23.49	24.32	25.17	26.05	26.96	27.90	28.88	29.89	30.94	19.07
	Purchasing Agent, Bond Accountant												
<b>718</b>	21.93	22.70	23.49	24.32	25.17	26.05	26.96	27.90	28.88	29.89	30.94	32.02	19.74
	Information Systems Technician												
<b>719</b>	22.70	23.49	24.32	25.17	26.05	26.96	27.90	28.88	29.89	30.94	32.02	33.14	20.43
<b>720</b>	23.49	24.32	25.17	26.05	26.96	27.90	28.88	29.89	30.94	32.02	33.14	34.30	21.14
<b>721</b>	24.32	25.17	26.05	26.96	27.90	28.88	29.89	30.94	32.02	33.14	34.30	35.50	21.88
<b>722</b>	25.17	26.05	26.96	27.90	28.88	29.89	30.94	32.02	33.14	34.30	35.50	36.74	22.65
	Behavior Specialist (B.S. or B.A. & Experience Required)												

<b>CSEA CHAPTER 704</b>		2004-2005	<b>SALARY SCHEDULE</b>	
Range	Alphabetical listing of Classifications		Range	Numerical Listing of Classifications
704	Account Clerk I		701	Instructional Assistant – A
712	Account Clerk II		702	Food Service Assistants
715	Administrative Assistant Non-Confidential		703	General Office Clerk
712	Administrative Secretary		703	Instructional Assistant – B
722	Behavioral Specialist		704	Account Clerk I
706	Community Liaison/ Health Clerk		705	District Receptionist
709	Custodian		706	Community Liaison/Health Clerk
709	Delivery Truck Driver/Mail		706	Instructional Assistant – C
705	District PBX/Rec. Clerk		707	Instructional Assistant – D
702	Food Service Assistants		708	Food Service Central Kitchen Manager
708	Food Service Central Kitchen Manager		708	Staff Secretary I
703	General Office Clerk		709	Custodian
714	Graphics and Publications Specialist		709	Delivery Truck Driver/Mail
709	Grounds Maintenance Mechanic		709	Grounds Maintenance
710	Head Custodian		709	Staff Secretary II
718	Information Systems Technician		709	Utility Truck Operator
701	Instructional Assistant – A		710	Head Custodian
703	Instructional Assistant – B		710	School Secretary 10 mo./12 mo.
706	Instructional Assistant – C		710	Storekeeper
707	Instructional Assistant – D		712	Account Clerk II
717	Purchasing Agent		712	Administrative Secretary
710	School Secretary 10 mo./12 mo.		714	Graphics and Publications Specialist
715	Skilled Maintenance Mechanic		715	Administrative Assistant Non-Confidential
708	Staff Secretary I		715	Skilled Maintenance Mechanic
709	Staff Secretary II		717	Purchasing Agent
710	Storekeeper		718	Information Systems Technician
709	Utility Truck Operator		722	Behavioral Specialist
<b>Instructional Assists. A</b>	<b>Instructional Assists. B</b>	<b>Instructional Assists. C</b>	<b>Instructional Assists. D</b>	
SIP	RSP	Opportunity Class	Competent Learner	
Title I	Mild to Moderate	Moderate to Severe	Model/ certified (CLM)	
	Computer	One on One		
	ELD			
	Library Media 6-8			
	EMHI			

APPENDIX B

**Classified Employee Evaluation Form**

Union School District

Employee Name	Classification	Work Location	Evaluation Period From: _____ To: _____
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**Type of Evaluation:** \_\_\_\_\_ 2 month probation \_\_\_\_\_ 4 month probation \_\_\_\_\_ 6 month probation  
 \_\_\_\_\_ 2 year review

*Instructions: Using the examples of rating criteria as guidelines, conference with the employee regarding his/her job performance.*

**Employee's primary job responsibilities as they relate to this position:**

*This box will contain general job descriptions agreed upon for each classification by the district and the union*

<p><b>1. JOB PERFORMANCE</b></p> <p>Examples of rating criteria: in each category.                  Makes sound decisions                  Uses high level of skill                  Is accurate and thorough                  Is effective under pressure                  Requires minimal supervision                  Uses sound judgment</p> <p><b>RATING:</b> Choose the rating which best describes the employee's performance.</p> <p>_____ <b>Meets and/or Exceeds Standards</b></p> <p>_____ <b>Needs Improvement (Narrative required)</b></p> <p>_____ <b>Unsatisfactory (Narrative required)</b></p>	<p><b>NARRATIVE:</b> Add narrative as needed to clarify the rating</p>
--	--

<p><b>2. WORK RESPONSIBILITIES</b></p> <p>Examples of rating criteria in each category.</p>	<p><b>NARRATIVE:</b> Add narrative as needed to clarify the rating</p>
---	--

<p>Uses time effectively  Meets deadlines  Works well without close supervision  Follows directions/rules  Takes care of equipment  Maintains work area  <b>RATING:</b> Choose the rating which best describes the employee's performance.</p> <p>_____ <b>Meets and/or Exceeds Standards</b></p> <p>_____ <b>Needs Improvement (Narrative required)</b></p> <p>_____ <b>Unsatisfactory (Narrative required)</b></p>	
--	--

<p><b>3. INTERPERSONAL SKILLS</b></p> <p>Examples of rating criteria in each category.  Works cooperatively and effectively with students, staff and/or public  Works cooperatively with co-workers  Promotes good relations in difficult situations</p> <p><b>RATING:</b> Choose the rating which best describes the employee's performance.</p> <p>_____ <b>Meets and/or Exceeds Standards</b></p> <p>_____ <b>Needs Improvement (Narrative required)</b></p> <p>_____ <b>Unsatisfactory (Narrative required)</b></p>	<p><b>NARRATIVE:</b> Add narrative as needed to clarify the rating</p>
---	--

<p><b>4. ATTENDANCE AND PUNCTUALITY</b></p> <p>Examples of rating criteria: in each category.  Arrives and departs at assigned time  Is only routinely absent from work  Follows proper procedures to report absences</p>	<p><b>NARRATIVE:</b> Add narrative as needed to clarify the rating</p>
---	--

<p><b>RATING:</b> Choose the rating which best describe the employee's performance.</p> <p>_____ <b>Meets and/or Exceeds Standards</b></p> <p>_____ <b>Needs Improvement (Narrative required)</b></p> <p>_____ <b>Unsatisfactory (Narrative required)</b></p>	
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<p><b>SECTION A: IDENTIFY AND LIST THE EMPLOYEE'S STRENGTHS</b></p>
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**OVERALL EVALUATION PERFORMANCE**

\_\_\_Meets and/or exceeds standards \_\_\_Needs Improvement \_\_\_Unsatisfactory

FOR PROBATIONARY EMPLOYEES ONLY: I recommend this employee for continuing employment.

\_\_\_YES \_\_\_NO

(If not recommending the employee for continuing Employment, contact the Director of Human Resources Immediately)

**EVALUATOR:**

This report is based on my observation and/or knowledge. It represents my best judgment of this employee's performance.

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

**EMPLOYEE:**

I acknowledge having seen and discussed this report with my evaluator. My signature does not necessarily indicate agreement.\*

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

\_\_\_\_\_  
Date

**\*If you do not agree with this evaluation, a written response must be submitted to the supervisor within ten (10) working days. The original copy will be attached to the Performance Evaluation Report and forwarded to the Human Resources Office.**

**APPENDIX C**

**UNION SCHOOL DISTRICT**

**Grievance Report Form**

Name of Aggrieved    School/Dept.                    Assignment                    Date File

Grievance Statement:

What contract provision do you believe has been violated, misapplied, or misinterpreted?

Date and results of informal conference

Remedy sought:

Name of Conferee, if any:

Signature of Aggrieved:

Immediate Supervisor Response:

Date Received:

Response:

San\_Jose:5194092.2 004395.1101