

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GUSTINE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER No. 539
Term
July 1, 2016 – June 30, 2019

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PREAMBLE

This Agreement is made and entered into this fifteenth day of November 1983, by and between Gustine Unified School District hereinafter referred to as the "District" and the California School Employees Association and its Gustine Unified Chapter #539, or its successor, hereinafter referred to as the "Association."

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide equitable and peaceful procedures for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

RECOGNITION AND ORGANIZATIONAL SECURITY

The District recognizes the California School Employees and its Gustine Chapter #539 as the exclusive bargaining representative for all classified employees of the District.

Employees who are substitute and short-term employees employed and paid for less than seventy-five (75%) of a school year, part-time playground positions (except where the employee is also employed in a classified position with the District), full time day students employed part-time, apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment shall not be part of the classified service.

Employees who are management, supervisory or confidential employees shall not be part of the classified service.

In the event CSEA and the District disagree regarding the inclusion or exclusion of a position from the recognized bargaining unit, an appeal may be made to the Public Employment Relations Board (PERB) for review and final decision.

When the District creates any new classifications within the bargaining unit, the placement on the salary schedule of said new classifications shall be subject to negotiations with CSEA. When a classification or group of classifications is reclassified, the placement on the salary schedule of those new positions shall be subject to negotiation with CSEA.

Organization Security:

The parties to this Agreement acknowledge that CSEA has notified the employer to implement the provisions of Government Code section 3546(a), requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member. This agreement requires an employee as a condition of continued employment to either join the CSEA or pay CSEA a service fee for their fair share of the cost of collective bargaining in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

Payroll Deductions

CSEA shall have the sole and exclusive right of payroll deduction of regular membership dues and agency shop service fees at the CSEA established rate.

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing forty-five (45) days or more after the date the District received written notice of such new or changed deductions.

Any new unit members shall within forty-five (45) days or more after the date the District received written notice of such new or changed deductions.

Any new unit members shall within forty-five (45) days from the date of commencement of assigned duties within the bargaining unit, become a member of CSEA, or pay to CSEA a service fee. There shall be no charge to CSEA for such mandatory agency fee deductions.

Religious Objections

CSEA has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) or Title 26 of the Internal Revenue Code:

- American Cancer Society
- American Heart Association
- American Red Cross
- Gustine Unified Scholarship Trust Organization

Any employee claiming this religious exemption must file a written request for exemption with CSEA (Attn: CSEA Legal Department, 2045 Lundy Avenue, San Jose, CA 95131). If the request is granted, the employee shall, as a condition of continued exemption from this 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.

Remittance To CSEA

With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly to remit such monies to CSEA, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in CSEA, and indicating any changes in personnel from the list previously furnished. In accordance with Government Code section 3546(f), the District shall provide CSEA with employees' home addresses for the purpose of sending required legal notices.

Information

CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

Hold Harmless

In accordance with Government Code section 3546(e), CSEA shall defend, indemnify and hold the District harmless from all claims, demands, suits, or any other action arising from the organizational security provisions contained herein. The District shall promptly notify CSEA of any such action.

CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE I

ORGANIZATION RIGHTS

- 1.1 All Association business, discussions, and activities will be conducted by the unit members or Association officials outside the working day, except at such times agreed upon by the District and the Association.
- 1.2 The Association may use designated school mailboxes and board space in work areas frequented by unit employees at reasonable times for purposes relating to Association meetings and Association business. The Association shall further have the right to use a typewriter and ditto machine designated by the Superintendent but not during the normal working day, provided this does not interfere with any of the business activities of the District or teaching activities of the school.
- 1.3 Upon written request, the District shall provide release time without loss of compensation for no more than two (2) CSEA delegates to attend the Annual Conference.

ARTICLE II
CLASSIFICATION

- 2.1 The Governing Board shall fix and prescribed the duties to be performed by persons employed in the classified service as required by Education Code section 45109.

- 2.2 A “Class Description” is an official written statement of the characteristics of a class of positions, terms of duties performed, suspension received and exercised, desirable and required qualifications for successful work performance, and the chief differences between the class and other closely related classes.

ARTICLE III

MANAGEMENT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, that power and authority are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided; and determine the methods and means of providing district services; establish its educational policies, goals, objectives and curriculum; determine the kinds and number of personnel required; maintain the efficiency of District operations; build, move, or modify facilities; establish budget priorities and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of emergency.

ARTICLE IV

PROBATIONARY PERIOD

- 4.1 Persons new to the District will be required to serve a minimum probationary period of one (1) year. If a person starts after the first working day of the month, the beginning of the probationary period will be the first day of the following month.
- 4.2 Probationary employees may be demoted, suspended, or terminated at the will of the Governing Board without the right of appeal.
- 4.3 After successful completion of the probationary period, the employee is awarded permanent status and shall be subject to dismissal for cause only. Once permanent status is attained, additional probationary service shall not be required.
- 4.4 A classified employee who accepts employment in another bargaining unit classification shall be required to serve a minimum probationary period of one (1) year in that position. If the classified employee fails to complete the probationary period for that position, the employee shall be returned to employment in their former classification. *[Ed. Code 45113(a).]*

ARTICLE V

ASSIGNMENT AND REASSIGNMENT

- 5.1 Definitions: A transfer is defined as a permanent change in work site, but within the same classification. A reassignment is defined as a permanent change in job responsibilities within the same classification and at the same work site. All references to “transfer” in this Article shall include “reassignment.”
- 5.2 Criteria for Management-Initiated Transfers: The District shall consider the following criteria prior to initiating a transfer:
- 5.2.1 The contribution the employee can make to District needs in the new position.
 - 5.2.2 The qualifications, including the experience and training of the employee, compared to those of other candidates for both positions to be filled and the position to be vacated.
 - 5.2.3 The length of the service rendered to the District by the employee.
 - 5.2.4 The recommendation of the manager to whom the employee is currently responsible, and the manager where the vacancy exists.
 - 5.2.5 The operational needs of the District and the wishes of the employee to be transferred.
 - 5.2.6 A unit member shall not be transferred arbitrarily or capriciously. A unit member may be involuntarily transferred based on the above criteria provided such transfer does not result in loss of District pay or benefits to the unit member. The unit member and CSEA shall be given a minimum of five (5) workdays notice prior to the effective transfer date, except in cases of emergency. Upon request of the unit member, the District shall provide a written statement of the reasons for the transfer and the unit member shall be afforded an opportunity to meet with the Superintendent or designee regarding the proposed transfer.
- 5.3 Employee-Initiated Transfer Requests: Any employee covered by the Contract shall have the privilege of requesting transfer to any work site within the same classification and hourly assignment, subject to the following conditions:
- 5.3.1 Transfer requests shall be considered prior to District consideration of promotions, demotions, or new hires.
 - 5.3.2 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize his/her present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

- 5.3.3 The Superintendent shall notify appropriate manager(s) of employee requests for transfer. If requested vacancies develop, management shall consider all properly completed transfer requests for such vacancies.
 - 5.3.4 The Superintendent shall give the employee and appropriate manager(s) official notification of the disposition of the voluntary transfer request.
 - 5.3.5 Submission of a request for transfer shall be made according to District instructions. Properly filed transfer requests shall be given management consideration and shall be valid for six (6) months from the date the request was submitted to the District. The District shall give the employee written notification of the transfer request within ten (10) calendar days of the receipt. All things being equal, the unit member with the longest continuous service in the classification shall be transferred first.
- 5.4 Medical Transfer: The District may assign an employee to modified duty or alternate work, for a period not to exceed six (6) weeks, when modified duty or alternate work is available and the employee who has provided medical verification that he/she is medically unable to satisfactorily perform his/her regular duties. A medical transfer may be extended at the discretion of the District. Medical transfer to modified duty or alternate work may be to a higher, lower, or equivalent classification. A medical transfer shall be implemented only with the mutual agreement of the employee and the District. An employee subject to medical transfer must be physically able to perform the essential functions of the job to which he/she is transferred.

ARTICLE VI

SUMMER SCHOOL ASSIGNMENT

- 6.1 When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular August-June academic year, the work shall be first offered to bargaining unit employees in the appropriate classification(s) as provided in this section.
- 6.2 In the event no bargaining unit employees in the appropriate classification(s) apply for summer school assignment, the work shall next be offered to other bargaining unit employees, who possess the minimum qualifications for the position, in order of seniority.
- 6.3 Summer school opportunities shall be posted prior to the end of each school year. The posting shall include the position, title, worksite, work schedule and salary. The posting shall specify a deadline for submitting an application to the District Office. Applicants shall be considered on the basis of seniority.
- 6.4 An employee who accepts a summer school assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and benefits be less, on a pro-rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer school assignment. No pro-rating compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer school employment bears to the number of hours assigned to the employee during the regular August-June academic year.
- 6.5 All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purposes of this Agreement.

ARTICLE VII

PROMOTION

- 7.1 Promotion is defined as a permanent change in assignment from a lower paid position within a classification to a higher paid position within the same bargaining unit classification (e.g., food service worker to lead cafeteria and custodian to lead custodian.)
- 7.2 Promotional requests shall be considered after transfer requests.
- 7.3 When the District determines to fill a job opening, announcements for the opening shall be posted at each school site, in the District Administrative Office, and Cafeteria for a minimum of five (5) working days prior to advertising to the public.
- 7.4 Any bargaining unit member interested in being considered for promotion shall apply in writing to the District office within the time specified in the announcement.
- 7.5 All bargaining unit applicants from within the District shall be personally interviewed and considered for promotion. The District reserves the right to interview and consider outside applicants for employment in addition to bargaining unit applicants. All qualifications being equal, as determined by the District, the most senior bargaining unit member shall receive the promotion.
- 7.6 Any employee in the bargaining unit receiving a promotion under the provisions of the Agreement shall be moved to the step in the new classification salary range corresponding to their total years of service with the District.
- 7.7 District promotional determinations shall not be arbitrary or capricious.

ARTICLE VIII

EMPLOYEE PERFORMANCE OF DUTIES

- 8.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board in accordance with Education Code Section 45109 unless the duties reasonably relate to those duties fixed for the position by the Board, for a period of time which exceeds five working days
- 8.2 An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) days provided that his salary is adjusted upward for the entire period he is required to work out of classification, and in such amounts as will reflect the duties required by the new position, Education Code 45110.
- 8.3 Employees performing duties of absent bargaining unit employees or in vacant positions in lower classifications outside the hours of their regular assigned workday shall be paid their regular rate of pay for that work.
- 8.4 Employees performing duties of absent non-bargaining unit employees or in vacant positions in non-bargaining unit positions in lower classifications outside the hours of their regular assigned workday shall be paid at Step 1 on the salary schedule for that work.

ARTICLE IX

DISCIPLINARY ACTION

- 9.1 Disciplinary action includes any action whereby a permanent employee is deprived of any classification or any incident of any classification in which she/he has permanence, including dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds.
- 9.2 Any permanent employee shall be subject to disciplinary action only for cause as prescribed below by the District:
 - 9.2.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
 - 9.2.2 Incompetency.
 - 9.2.3 Inefficiency.
 - 9.2.4 Neglect of duty.
 - 9.2.5 Insubordination.
 - 9.2.6 Dishonesty.
 - 9.2.7 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
 - 9.2.8 Unlawfully possessing or being under the influence of a controlled substance at work or away from work that adversely affects the employee's ability to perform their duties, or unlawfully furnishing a controlled substance to a minor.
 - 9.2.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
 - 9.2.10 Absence without leave.

- 9.2.11 Immoral conduct.
 - 9.2.12 Discourteous treatment of the public, students, or other employees.
 - 9.2.13 Prohibited political activity.
 - 9.2.14 Willful disobedience.
 - 9.2.15 Misuse of district property.
 - 9.2.16 Violation of district, Board or departmental rule, policy, or procedure.
 - 9.2.17 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
 - 9.2.18 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
 - 9.2.19 A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law.
 - 9.2.20 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
 - 9.2.21 Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- 9.3 A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based; a statement of the cause of the action taken; and, if it is claimed that an employee has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice. When the District seeks the imposition of a disciplinary action against an employee, the notice of such discipline shall be made in writing and

served upon the person by registered or certified mail or in person by the District. The notice shall in addition to provisions of this section, include:

9.3.1 The penalty proposed and;

9.3.2 A statement of the employee's right to appeal the recommendation and to dispute charges or proposed penalty. Except as provided herein, the penalty proposed shall not be imposed until the employee has exhausted or waived his/her right to appeal the recommendation.

9.4 Suspensions for less than five (5) days:

In the event an employee is recommended for a non-paid suspension (less than five (5) days), the District and CSEA agree to meet to discuss the employee infraction. The purpose of such meeting is to informally discuss the issues leading up to the proposed suspension. The meeting may include negotiating a lesser penalty. Should the parties be unable to come to an agreement regarding the penalty for suspension, the member shall have a right to an Evidentiary Hearing pursuant to the contract.

9.5 If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five work days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

9.6 Appeal: Within five work days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A

notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing. If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

9.7 Amended/Supplemental Charges: At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the District may serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

9.8 Hearing:

9.8.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule a hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. District employees who are called to testify during work hours shall be granted paid release time. The District may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

9.8.2 All hearings shall be heard by a hearing officer mutually selected by the parties. In the event the District and the employee and/or representative are unable to mutually agree to a hearing officer within ten (10) working days of the initial request to do so, either party may contact the State Mediation and Conciliation Service

and request a list of at least five (5) arbitrators. The parties shall select the hearing officer from the list provided by the State Mediation and Conciliation Service by alternately striking names.

- 9.9 Hearing Decision: The hearing officer shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may: (a) adopt the proposed decision in its entirety; (b) reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision; (c) reject a proposed reduction in personnel action, approve the personnel action sought by the District or any lesser penalty, and adopt the balance of the proposed decision; or (d) reject the proposed decision in its entirety.
- 9.9.1 The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
- 9.9.2 The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by registered mail. The decision of the Board shall be final and binding.
- 9.9.3 The decision of the Board shall not preclude the employee from seeking judicial review in accordance with law.
- 9.10 Compulsory Leave of Absence: Employees charged with a mandatory leave of absence offense as defined in Education Code 44940 shall be placed immediately on compulsory leave of absence for not more than ten days after entry of judgment in the criminal proceedings, unless the leave is extended as provided below. Employees charged with an optional leave of absence offense as defined in Education Code 44940 may be placed immediately on compulsory leave of absence under the terms and conditions stated below. An employee ultimately found by the Board to have committed the acts upon which the criminal charges were based may be dismissed. If so dismissed, the employee is not entitled to compensation during the time of his/her suspension, unless otherwise required by law. An employee shall be given notice of the possibility of being dismissed without pay during the compulsory suspension if he/she is ultimately found guilty of the acts leading to the criminal charges, despite the disposition of the charges by the court. The Board may extend an employee's compulsory leave of absence by giving him/her notice,

within ten days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with Education Code 44940.5.

- 9.11 Notwithstanding Article XI, Grievance Procedure, the hearing officer shall have jurisdiction to hear and resolve any alleged misinterpretation, misapplication, or violation of the procedures set forth in this Article.

ARTICLE X
EVALUATION

- 10.1 When a pattern of unsatisfactory performance in an employee is evident at other times than as addressed in the procedures set forth below, the appropriate administrator and/or immediate supervisor shall do everything reasonably possible to assist the person to improve and remedy the situation.
- 10.2 An interview shall be conducted to include the appropriate administrator and/or immediate supervisor for the purpose of pointing out the areas where the performance of duties are unsatisfactory and to point ways and means of improvement.
- 10.3 Evaluations: All classified personnel shall formally be evaluated at regular intervals:
- 10.3.1 Probationary employees shall be evaluated at the end of the sixth month and again at the end of the twelfth month of employment.
- 10.3.2 Permanent employees shall be evaluated at least once each year prior to spring vacation.
- 10.4 Evaluations shall be completed by the employee's designated administrator and shall be reviewed by the Superintendent. Evaluations shall be made in duplicate on the Classified Employee Evaluation Form (attached as Appendix B). The original shall be sent to the Superintendent for final disposition in the employee's primary personnel file, and a copy shall be given to the employee at the time of signature by the employee and the evaluator. Signature of the employee does not necessarily indicate agreement of the evaluation but rather receipt of such.
- 10.5 Ratings:
- 10.5.1 All ratings of "Exceeds Standards" shall be accompanied by an explanation by the evaluator and all ratings of less than "Meets Standards" shall be accompanied by specific remarks, ways and/or methods of improvement recommended by the evaluator.
- 10.5.3 In the event the employee is not satisfied with the results of the conference, the employee has the right to appeal to the Board of Trustees.

ARTICLE XI

GRIEVANCE PROCEDURE

- 11.1 A “grievance” is a good-faith allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication or violation of the specific provisions of the agreement.
- 11.2 A “grievant” may be any unit member employee(s) covered by the terms of this agreement.
- 11.3 A “day” is any day on which the District Office is open for business.
- 11.4 The “immediate supervisor” is the manager or supervisor having immediate jurisdiction over the grievant.
- 11.5 The purpose of this procedure is to secure at the lowest possible administrative level a speedy and equitable determination whether or not there has been a breach of this agreement.
- 11.6 Nothing contained herein will be construed as limiting the right of any unit employee having a grievance to discuss the matter informally with the appropriate member of the administration.
- 11.7 Level One – An aggrieved person will first discuss the grievance with his/her immediate supervisor. If the grievance cannot be resolved with the immediate supervisor, the grievant may request an informal conference with the building principal.
- 11.8 Level Two - Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the aggrieved person must present the grievance in writing on the appropriate form to the aggrieved person’s appropriate administrator. There shall be a clear, concise statement of the grievance, including the specific provisions of the Agreement claimed to have been violated; the circumstances constituting such alleged violation; the decision rendered at Level One; and the specific remedies sought.
- 11.9 The appropriate administrator shall communicate his/her decision to the aggrieved and the aggrieved person’s immediate supervisor in writing within ten (10) days after receiving the formal grievance. If the appropriate administrator does not respond within the time limits, the aggrieved person may appeal to the next level. Within the above time limits, either party may request a personal conference with the appropriate administrator and by mutual agreement a conference may occur.

- 11.10 Level Three – In the event the aggrieved person believes the decision at Level Two to be incorrect, he/she may, within ten (10) days, appeal the decision on the appropriate District form to the Superintendent or his/her designee. The statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reason for the appeal.
- 11.11 The Superintendent or his/her designee shall communicate his/her decision to the aggrieved person within ten (10) days. If the Superintendent or his/her designee does not respond within the time limit provided, the aggrieved person may appeal to the next level.
- 11.12 Level Four - If the grievant believes the decision at Level Three to be incorrect, he may within five (5) days submit a request in writing to the Superintendent requesting a hearing before the Governing Board of the Gustine Unified School District. The Governing Board will consider the grievance at its next regular Board meeting. These proceedings may be held in Executive Session, and the Governing Board alone has the power to render a final and binding determination of a grievance, except as such findings may be subject to review by a court of competent jurisdiction.

ARTICLE XII

CLASSIFIED LAYOFFS

12.1 Reason for Layoff:

12.1.1 Layoff shall occur for lack of work or lack of funds, as determined by the District.

12.1.2 Layoff as used herein shall refer to separation from service.

12.2 Notice of Intended Layoff:

12.2.1 The District shall notify CSEA, prior to the Board's consideration of layoff, in the event the District contemplates a reduction of unit personnel during the term of this Agreement.

12.2.2 Upon CSEA request, the District will meet with CSEA to discuss the need for the contemplated layoff, the contemplated implementation of the layoff, and the seniority list for affected employees. CSEA and the District shall explore alternatives to layoff, if any. Employee displacement rights shall be reviewed and the parties shall negotiate issues of equal seniority if applicable.

12.2.3 This provision shall not be construed in any way as a limitation on the District's right to reduce its workforce consistent with state law and the terms of this Agreement.

12.3 Notice of Layoff:

12.3.1 Any layoffs shall take place upon 45 days written notice to the Association and affected unit members.

12.3.2 A notice of layoff shall specify the reason for layoff, the identity by name and classification of the unit member designated for layoff, and information on his/her displacement rights, if any, and reemployment rights.

12.4 Order of Layoff

12.4.1 Any layoff shall be affected within a class on a District-wide basis. Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service in the class.

12.4.2 The unit member who has been employed the shortest time in the class plus higher classes shall be laid off first. The employee's

seniority shall be based on the employee's initial date of employment in the affected class plus higher classes.

12.5 Bumping Rights

12.5.1 A unit member laid off from his/her present class may bump into the next lowest class in which the unit member has previously served and has greater seniority, or into an equal class in which the unit member has previously served and has greater seniority in that class by virtue of service in said class.

12.5.1 The unit member may continue to bump into lower classes in which the unit member has previously served and has greater seniority in that class in order to avoid layoff.

12.6 Equal Seniority

12.6.1 If two or more unit members subject to layoff have equal seniority in class and only one is to be laid off, then the employee with the lowest last four digits of their social security number shall be laid off first.

12.7 Reemployment Rights

12.7.1 Laid-off unit members are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their re-employment shall take precedence over other employment in the classifications affected by said layoffs.

12.7.2 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.

12.7.3 A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District.

12.7.4 A unit member shall notify the District in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the re-employment notice. Failure by the unit member to tender the written notice to the District within five (5) days, as provided for herein, shall be deemed a refusal of employment by said unit member. The laid-off unit member may decline two (2) offers of employment before relinquishing his/her position on the list. If a unit member on a re-employment list refuses the second

offer of employment, no additional offers will be made until the unit member notifies the District in writing that he/she is available for work.

12.8 Effects of Layoff

12.8.1 The parties agree that the following effects of layoff satisfy the mutual obligation of the parties to bargain such effects for the life of this Agreement.

12.8.2 Unit members laid off pursuant to this Article shall retain District benefits at the same level as that enjoyed by the employee prior to layoff for a period of sixty (60) days following the effective date of layoff.

12.8.3 Unit members laid off pursuant to this Article may elect to provide substitute service at the employee's regular rate of pay within class. Unit members who wish to be considered for substitute work shall be given first consideration for substitute assignments within any class in which the unit member previously served. If the assignment is in the same class as the unit member's pre-layoff position, the unit member shall be paid at the member's pre-layoff rate of pay.

12.8.4 Unit members laid off from one classification and currently employed in a different classification pursuant to this Article shall be employed for work that becomes available on a short-term or temporary basis in the classification from which they were laid off in order of rehire seniority. If this work is refused by the laid off employee, then the District may hire from elsewhere in the unit.

12.9 Laid-off bargaining unit members on a 39-month reemployment list may apply for any vacant position posted by the District for employment. Any such laid-off bargaining unit member who meets the minimum qualifications in the job description shall be reemployed in preference to new applicants.

ARTICLE XIII

PERSONNEL FILES

- 13.1 The personnel file of each employee shall be maintained at the District Office.
- 13.2 Materials in the personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 13.3 Such material is not to include ratings, reports, or records which:
 - 13.3.1 Were obtained prior to the employment of the person involved.
 - 13.3.2 Were obtained in connection with a promotional examination.
 - 13.3.3 Were prepared by identifiable examination committee members.
- 13.4 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 13.5 Information of a derogatory nature, except material mentioned in 13.3 shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment hereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her comments thereon. Such review shall take place during normal District business hours and the employee shall be released from duty for this purpose without salary deduction when necessary (Education Code Section 44031).
- 13.6 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 employing District.

ARTICLE XIV

HOURS AND OVERTIME

14.1 The regular workweek of a full-time member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The scheduling of the hours and workdays shall be at the sole discretion of the District management, with consultation with the employee, whenever possible.

14.1.1 Shift Differential Pay

The District will pay fifty cents (\$0.50) per hour differential pay above the adopted salary schedule for employees whose regularly assigned hours of work require the employee to work a minimum of four (4) hours between 6:00 p.m. and 6:00 a.m.

14.2 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 by the District and authorized to perform such overtime. Compensatory time or overtime pay shall be determined by mutual agreement. Overtime is any time required to be worked in excess of eight (8) hours in any workday or any time in excess of the forty (40) hours in any calendar week. Overtime shall be rotated as equally as it is practicable among the affected employees.

14.2.1 The District will provide compensation at a rate equal to the regular rate of pay for unit members working in part-time positions less than eight (8) hours per day who are designated by the District and authorized to perform extra work in excess of the employee's regular work day in their same classification up to eight (8) hours. Time worked beyond eight (8) hours shall be compensated per Section 14.2 above.

14.3 Notwithstanding Sections 1 and 2 of this Article, the work week for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

14.4 All unit members who have been on duty for four (4) hours shall be entitled to an uncompensated duty-free lunch period of thirty (30) minutes per day.

- 14.5 All full-time bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work as scheduled by the District.
- 14.6 The number of scheduled work days for unit members shall be as follows:
(MOU of March 11, 2011)
- 14.6.1 Twelve (12) months: All work days of the fiscal year, less all holidays and authorize vacation days.
- 14.6.2 Eleven (11) months: Two hundred and twenty (220) days, less all holidays which fall within the service period, and authorized vacation days.
- 14.6.3 Ten (10) months: Two hundred (200) days, less all holidays which fall within the service period, and authorized vacation days.

The scheduling of such work days for the fiscal year shall be established by the District.

14.7 Holidays

14.7.1 Except for employees hired before June 30, 2011, ten (10) and eleven (11) month employees shall be entitled to thirteen (13) paid holidays per year. Twelve (12) month employees shall be entitled to fourteen (14) paid holidays per year. The following holidays shall apply:

New Year's Day	January 1
Martin Luther King Jr., Day	3 rd Monday in January
Lincoln's Birthday	February
Washington's Birthday	February
Good Friday (in lieu of Admissions Day)	Spring Break
Memorial Day	May
Independence Day	July 4
Labor Day	September
Veteran's Day	November 11
Thanksgiving Day	November
Day after Thanksgiving Day	November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

14.7.2 Every day declared by the President or Governor of this State as a paid public fast, mourning, thanksgiving or holiday or any day declared as a holiday by the District's Governing Board.

14.7.3 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed a holiday. When a holiday falls on a Sunday, the subsequent work day shall be deemed to be that holiday.

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

14.7.5 Employees who are not normally assigned to duty during the school holidays of December 24, 25, 31 and January 1 shall be paid for those holidays provided they were on a paid status during any portion of their normal assignment immediately preceding or succeeding the holiday period.

14.8 Call Back Time:

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

14.9 Minimum Call in Time:

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

14.10 Right of Refusal:

Any employee shall have the right to reject any offer or request for overtime except in cases of emergency.

14.11 Standby Time:

Standby time for bus drivers shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis.

ARTICLE XV

WORKING CONDITIONS

15.1 Payroll

Employees are normally paid on the first day of each month. Hourly employees and monthly employees shall be paid on the last working day of each month. The regular rate of pay for each position shall be as provided for in Appendix A.

15.2 Payroll Errors

Any payroll error resulting in sufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued five (5) business days following the determination by the District that an error has occurred.

15.3 Mileage

Any employee in the bargaining unit required to use his/her vehicle District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return the employee to the employee's normal job site after completion of the District's business.

15.4 Meals

Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District shall be reimbursed according to Board Policy, after submission of the expense claim with itemized receipts.

15.5 Lodging

Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of such lodging according to Board Policy. Where possible, the District shall provide advanced funds to the employee for lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses, after employee has submitted an expense claim with itemized receipts.

15.6 Uniforms

Uniforms or tools required by the District shall be supplied by the District at no cost to the employee. Upon full ratification of this Agreement, the District shall provide (5) uniform shirts to employees serving in the following classifications: Maintenance/Custodian, Maintenance Worker, Custodian, and Health Aide. Employees are responsible for the laundry of District-issued uniforms.

15.7 Teacher Training Day

Notwithstanding the adoption of separate work schedules for the certificated and classified services, on any school day during which pupils would otherwise have been in attendance but are not, and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day (Education Code Section 45203).

15.8 Identification Badges

Employees shall wear and display District-issued identification badges at all times in District-provided lanyards.

ARTICLE XVI

LEAVES

16.0 Leaves

It is the responsibility of Unit members to report all absences, including sick leave and personal necessity leave as described in sections 16.1 and 16.1.7 below, on the absence management system prior to the beginning of the absence or as soon as practicable.

16.1 Sick Leave

16.1.1 Classified employees shall be entitled to one (1) day's leave with full pay for each month of service rendered for purpose of personal illness or injury. Compensation for any day of such leave shall be the same compensation for which the employee would have received if he/she had worked on that day.

16.1.2 Credit for such leave need not be accrued by the employee prior to taking such leave; such sick leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District. In the event an employee leaves the Classified Service after having used more sick leave than a total amount earned at the rate of one day per month, the unearned portion shall be deducted from his final warrant. In case the final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.

16.1.3 The unused portion of the annual sick leave allotment shall be accumulated from year to year without limitations.

16.1.4 The District reserves the right to require from the employee a doctor note or medical authorization to return to work verifying any absence of more than three (3) consecutive days due to any illness or injury. This provision does not apply to personnel necessity leave which is governed by Article 16.1.7 below.

16.1.5 After all accumulated sick leave as set forth in 16.1.1 through 16.1.3 above is exhausted, additional non-accumulated long-term illness or injury leave shall be available for a period, not to exceed five (5) school months. The amount deducted for leave

purposes from the classified employee's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or fifty percent (50%) of the salary due the employee, whichever is lower. The five-month period shall begin upon the exhaustion of all other paid sick leave.

16.1.6 Whenever possible, a classified employee must contact his immediate supervisor or school secretary or other employee responsible for securing substitutes as soon as the need to be absent is known, if possible, two (2) hours prior to the start of the workday, to permit the District time to secure a substitute.

16.1.7 Other leaves of absence, not to exceed seven (7) days per year, shall be granted at the employee's election and charted against sick leave, as follows:

16.1.7.1 Reasons for which prior approval is not required:

16.1.7.1.1 Death, accident, or illness involving the employee's person or property of the person or property of his/her immediate family, other relatives, closes friends; inability to get to employee's assigned place of duty because of circumstances beyond his/her control, provided that not less than one (1) full day of leave may be used for this purpose.

16.1.7.1.2 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made within jurisdiction of the tribunal. When prior approval is not required, the employee shall, as soon as reasonably possible, notify their immediate supervisor of the reasons and duration of the absence.

16.1.7.2 Reasons for which prior approval is required:

16.1.7.2.1 To attend to legal matters or to any matters affecting the well being of the employee or a member of his/her immediate family. "Well -being" shall not include any of the following:

16.1.7.2.2 The observation of religious holidays or events.

16.1.7.2.3 The extension of holidays or vacation period for personal convenience.

- 16.1.7.2.4 Attendance at or participation in functions or activities which are primarily for the employee's pleasure, amusement, or personal convenience.
 - 16.1.7.2.5 Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
 - 16.1.7.2.6 Seeking or engaging in remunerative employment.
 - 16.1.7.2.7 Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activities related to work stoppage or political campaigning.
 - 16.1.7.2.8 To attend weddings or ceremonies honoring members of the employee's immediate family.
- 16.1.7.3 The employee's election to use his/her sick leave for the purposes listed above shall be indicated in writing giving the reason for absence is necessary. The employee's signature and the signature of the appropriate administrator shall attest to the veracity of the report. The employee's application to use sick leave for the purposes listed in 16.1.7.2 must be received not less than two (2) working days prior to the desired absence. The application must clearly indicate that it is desired to have the absence charged against his/her sick leave. All personal necessity leave is to be charged to the individual employee's sick leave and shall not total more than seven (7) days per year.
- 16.1.8 Eligible classified employees shall be notified by October 30 of each year as to the number of days sick leave each employee has accrued.
- 16.1.9 When a full-time employee (8 hours daily) completes at least one (1) school year (July 1 – June 30) without using any sick leave, the District will pay that employee a one (1) time incentive payment of two hundred dollars (\$200). If a full-time employee misses one (1) day, they will receive a one-time payment of one hundred (\$100). (Part-time/regular employees will receive a prorated share of what a full-time employee receives.) Donation of sick leave under the Catastrophic Leave provision shall not disqualify a person for the payment described in this paragraph. Per calendar year; employee must submit supplemental timesheet for payment.

Incentive payments will be scheduled no later than the November pay date or as soon as possible.

16.2 Maternity Leave

16.2.1 An employee may use accumulated sick leave days for the limited period of time during which the employee is physically disabled from performing her job due to giving birth to a child or other short term physical disablement resulting from pregnancy, miscarriage, abortion, childbirth, and recovery there from with certification of the attending personal physician.

16.3 Bereavement Leave

16.3.1 Each employee shall be granted up to three (3) days in state or five (5) days out of state paid bereavement leave on account of the death of any member of his/her immediate family. Days will be used consecutively. If there is a need to split bereavement leave, prior approval must be sought from Superintendent or Designee. No deduction shall be made from salary of such employee nor shall such leave be deducted from leave granted by other sections of this contract.

16.3.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, aunt or uncle of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, and grandchild of employee or spouse, or any relative living in the immediate household of the employee.

16.4 Jury Duty

16.4.1 Classified employees will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee. The classified employee shall submit a written request for an approved absence no less than twenty-four (24) hours prior to the beginning date of the jury duty or the date on which he/she is subpoenaed to appear as a witness.

16.4.1.1 The classified employee, while serving jury duty, will pay to the District the amount received for jury duty, minus any mileage reimbursement, with the employee receiving his/her regular check. The classified employee will provide the District proof of

attendance at jury duty.

16.5 Industrial Accident Leave

- 16.5.1 An employee shall be entitled to, upon completion of six (6) months service in the District, sixty (60) days non-accumulative industrial accident or illness leave per year. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave commenced, for the same injury or illness.
- 16.5.2 An employee who exhausts such leave shall be entitled to his/her sick leave benefits as provided in this Article. If the employee continues to receive workers compensation while on sick leave, she/he may elect to use that portion of his/her sick leave which when added to the temporary disability compensation is equal to her/his regular monthly salary.
- 16.5.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under workers compensation.
- 16.5.4 Payment for wages lost on any day shall not, when added to an award granted the employee under workers compensation laws, exceed the normal wage for the day.
- 16.5.5 Any employee receiving benefits as a result of this Article shall, during the period of injury or illness, remain within the State of California unless the District authorizes travel outside the State.
- 16.5.6 An employee shall be deemed to have recovered from an industrial accident or illness and thereby be able to return to work at such time as he/she and his/her physician agree that there has been such recovery. The district reserves the right to request, at District expense, an independent medical exam to verify the extent of said accident or illness.
- 16.5.7 Industrial accident or illness as used in this Article means any injury or illness whose causes result from the performance of service for the District.
- 16.5.8 The District's report of an industrial accident or illness shall be kept on file at the Personnel Office.

- 16.5.9 Benefits provided in this provision are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as the result of an industrial accident or illness.
- 16.5.10 Accidents shall be reported on day of injury, before the end of the workday, or as soon as practical thereafter.

16.6 Family Medical Leave

- 16.6.1 Classified employees are entitled to use sick leave as set forth in 16.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District at the District's expense.
- 16.6.2 Classified employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, recovery therefrom for which sick leave, as set forth in 16.2.1, has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District at the District's expense.
- 16.6.3 A classified employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time leave commenced.
- 16.6.4 The Family and Medical Leave Act and California Family Rights Act (FMLA/CFRA) entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons.

- 16.6.4.1 To be eligible for FMLA/CFRA leave benefits an employee must have worked at least 1,250 hours over the previous 12 months.
- 16.6.4.2 Unpaid leave for an eligible employee for a total of 12 work weeks during any 12 month period for one or more of the following reasons:
 - 16.6.4.2.1 For the birth or placement of a child for adoption or foster care;
 - 16.6.4.2.2 To care for an immediate family member (spouse, child or parent) with a serious health condition; or
 - 16.6.4.2.3 To take medical leave when the employee is unable to work because of a serious health condition.
- 16.6.4.3 For the duration of the FMLA/CFRA leave for eligible employees, the employee will have their health coverage maintained by the District on the same basis as if the employee was in paid status.
- 16.6.4.4 Upon return from Family Care leave, the unit member is entitled to return to the same position or equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence during FMLA/CFRA leave shall not be considered a break in service.
- 16.6.4.5 The unit member must provide the District with at least sixty (60) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.
- 16.6.4.6 FMLA/CFRA leave must be used in conjunction with and run concurrent with any other accumulated paid leaves to which the employee is entitled.

16.7 Other Leaves

- 16.7.1 The Board, at its discretion, may grant other paid or unpaid leaves of absence to the classified employees.

ARTICLE XVII

VACATION POLICY

- 17.1 All employees in the unit shall earn paid vacation in proportion to a full time employee. A full time classified employee shall be credited with one (1) day of paid vacation for each month of service.
- 17.2 For each successive year of continuous service with the District up to five (5) years, an employee shall be credited with one (1) additional day of vacation. After the fifth year of service, one additional day of vacation shall be credited upon completion of 10, 15, and 20 years of continuous service with the District.
- 17.3 Vacation days shall be paid at the same rate of compensation the employee would have received for work on a regular workday immediately preceding the day(s) of vacation.
- 17.4 Twelve month employees may accrue unused vacation from year to year. A maximum of one year's unused vacation days may be accrued and carried into the successive school year. Unused vacation days in excess of the maximum shall be cashed-out or scheduled for use, as determined by the District. An employee may request and be permitted to accrue vacation days in excess of the maximum for unusual or compelling reasons, as determined by District.
- 17.5 Vacation days shall be scheduled at the convenience of the District after taking into consideration the preferences of employees. In the event of a conflict between simultaneous employee vacation requests, the employee with the greatest seniority shall prevail. District decisions regarding the scheduling of vacation shall be final.
- 17.6 When a holiday occurs on a day during the scheduled vacation of any employee, that day shall be taken as a holiday and a vacation day for that day shall not be deducted from the employee's accrued vacation.

ARTICLE XVIII

HEALTH AND WELFARE

- 18.1 The District shall make available for each full-time and part-time classified employee and his/her eligible dependents a medical and prescription composite plan, a vision composite plan and a dental composite plan.
- 18.2 For part-time employees hired after March 10, 2004 who are assigned to work six (6) or more hours per day, five (5) days per week, ten (10) or more months per year, the District shall contribute an amount toward the benefits specified under the provisions of this Article on a pro-rated basis. Entitlement to these benefits shall be pro-rated for part-time employees in the same ratio as full-time employees who are assigned to work eight (8) hours per day, forty (40) hours per week, ten (10) or more months per year. District employees as of July 1, 2006, who are assigned and continue to be assigned to work seven (7) hours or more per day, five (5) days per week, ten (10) or more months per year shall continue to receive medical benefits as a full-time employee. For part-time employees hired before March 10, 2004 who are assigned four (4) or more hours, benefits must have been selected by March 10, 2004 in order to have benefit coverage. Four hour employees who did not elect coverage at that time may not add benefits until assigned six (6) or more hours. Employees hired on or after July 1, 2006 will work eight (8) hours per day, five days per week, ten or more months per year to receive medical benefits as a full-time employee.
- 18.3 The District shall contribute up to \$13,200.00 per year for each full-time employee toward the cost of health and welfare benefits currently in existence. The coverage will be, and is considered to have been, pro-rated for employees who are hired after the start of the plan year and/or separate from employment prior to the plan end.
- 18.4 It is understood the District's annual contribution is a maximum for each year of this Agreement. In the event the parties do not otherwise agree to increase the District's contribution in any given school year, any increase in premiums shall be paid each month by the employee. The increase shall be paid in the month of September for the October increase and will continue each month thereafter, unless mutually agreed otherwise.
- 18.5 Each fiscal year, not later than August 15, the bargaining unit will identify four (4) composite group health plans offered by Self Insured Schools of California ("SISC") for employee health coverage election.

18.6 In the event the actual cost of the group health plan selected by an employee is less than the District's annual contribution in 18.3, above, the difference shall be paid to the employee in equal monthly installments. However, employees hired after January 31, 2014 shall not receive payment for any unused amounts.

ARTICLE XIX

TRAINING

19.1 In-Service Training Program

The District may provide a program of in service-training for employees in the bargaining unit designated to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. These may be done in co-operation with Merced County.

ARTICLE XX

EMPLOYEE SAFETY

- 20.1 The Board shall not take any action against a classified employee who uses force in performance of his/her duties unless, and until, a thorough investigation clearly indicates that such employee has used unreasonable force.
- 20.2 Employee shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior who shall immediately report the incident to the police.
- 20.3 Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways of liaison between the employee, the police, and courts.
- 20.4 The Board shall maintain liability insurance which will cover employees in school, and activities directly related to school.

ARTICLE XXI

PUBLIC CHARGES

- 21.1 Any citizen or parent complaint to a Board member about an employee shall be reported immediately to the Superintendent, and shall inform the employee as soon as possible. Any citizen or parent complaint received by an administrator shall be reported immediately to the employee by the administrator receiving the complaint before any action or further discussion.
- 21.2 Should the involved employee or the complainant believe the allegations in the complaint to be warrant a meeting shall be scheduled with the complainant. An Association representative shall be present at said meeting, if so requested by the employee.
- 21.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put his/her complaint into writing and submit the original to the employee with a copy to the employee's immediate supervisor. The employee shall be given compensated release time for the purpose of attending the meeting. The response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.
- 21.4 The written complaint and the attached response shall be placed in the employee's personnel file.
- 21.5 The Board shall not dismiss an employee on the basis of a public charge, unless the following occur:
 - 21.5.1 The Board conducts a thorough and orderly investigation and evaluation of the direct evidence.
 - 21.5.2 The Board finds, after a consideration of all the evidence in light of the principal that one is innocent until proven guilty, and by the preponderance of direct evidence that there has been substantially serious and improper conduct on the part of the employee.
 - 21.5.3 The Association representative may be present and be heard at the meeting.
 - 21.5.4 Hearsay evidence shall not be considered.

- 21.6 At any point of the procedure, if the allegation is proven groundless or dropped by the complainant, all records relating to the complaint shall be removed from the employee's personnel file.
- 21.7 The District shall refer, for prosecution, any violation of Education Code Sections 44932 and 44933.

ARTICLE XXII

RETIREE BENEFITS

Retirement Incentive:

- 22.1 In lieu of health benefits pursuant to section 22.4, below, the District will pay a maximum of \$2000.00 retirement incentive to classified employees who take PERS service retirement at fifty-five (55) years of age or older and who have completed at least ten (10) years of consecutive full-time service with Gustine Unified School District. Full-time service shall be defined as eight (8) hours per day, ten (10), eleven (11), or twelve (12) months per year. Employees hired prior to July 1, 2006 shall be deemed full-time employees pursuant to Article 18.2 based upon a seven (7) hour workday.
- 22.2 For employees who work at least three and one half (3½) hours per day, the District will provide a prorated incentive for less than full-time employees in proportion to the hours worked at the time of retirement to a full-time position. For part-time employees hired prior to July 1, 2006, a full-time position shall be a seven (7) hour workday.
- 22.3 The following conditions shall apply:
- 22.3.1 The employee must submit and the District accept a resignation of employment.
- 22.3.2 The incentive shall be paid thirty (30) days after the last day of employment.
- 22.3.3 It is the intent of the employee and the District that the employee shall never return to full-time employment status with the School District and there are no contractual rights to return.
- 22.3.4 In the event of an exception to number three (3) above, the employee will refund the full incentive received before his/her first full day of reemployment.
- 22.3.5 Ten (10) years of service shall be defined as at least three and one-half (3½) full hours per day and ten (10) months per year. Employees who have worked more or less than three and one-half (3 ½) hours per day may not accumulate hours to make up ten (10) years of full-time employment.
- 22.3.6 Those employees who were reemployed or are now employed by the District and have already received payment or partial payment

for early retirement payment under the provisions of previous contracts are not required to pay back the funds. However, a retirement incentive shall only be paid one time to any employee.

22.3.7 The District at its discretion may rehire persons who have received early retirement benefits for substitute employment and/or short-term employment.

22.3.8 An employee who has previously received a portion of or full early retirement incentive as previously granted by the District shall have the option of reimbursing the District. If the incentive is reimbursed, the employee shall again become eligible to receive the above described incentive. In order to become eligible under this provision, the employee must reimburse the District in full within one (1) year of ratification of this Agreement. Employees who retire under provisions of this Agreement and are later reemployed by the District shall also have the option of reimbursing the District within one (1) year of the first day of reemployment.

Retiree Health Benefits:

22.4 Upon PERS service retirement from District employment at the age of sixty 60 years or older, full-time bargaining unit members (employees hired prior to July 1, 2006 shall be deemed full-time employees based upon a seven (7) hour workday per Article 18.2), who have been continuously employed by the District for a minimum of ten (10) years, the last five (5) years of which must have been full-time, shall be entitled to receive a District contribution, up to an amount equal to the District's maximum Health and Welfare contribution (per Article 18.3) for bargaining unit members as of the date of retirement, toward the cost of post-retirement major medical and prescription drug coverage until the age of sixty-five (65) years. Retiree health benefits pursuant to this section 22.4, shall only be available to retirees not electing a Retirement Incentive pursuant to section 22.1, above.

22.4.1 Said coverage may include the retiring employee and eligible family members under the age of sixty-five (65) years. Eligible family members must be included for coverage prior to the date of retirement and may not be added thereafter.

22.4.2 Application shall be made to the District Office at least ninety (90) days prior to retirement.

22.4.3 Employees may elect to continue with dental and vision coverage at their own expense payable to the District in advance.

22.4.4 Any major medical and/or prescription drug coverage premium costs in excess of the District maximum contribution must be paid by the retiree. Failure of the retiree to pay any excess premium costs in advance of coverage will result in loss of coverage.

22.4.5 Clarification of retirement benefits: The District has been paying benefits for each vested retiree, of up to \$13,200 less the dental and vision premium (amounts vary based on level of coverage, i.e. single, family, etc.). A vested retiree receives credit towards only the Medical premium and up to the same amount that an active member receives. All other provisions are status quo (based on H/W cap for 2014/15).

ARTICLE XXIII

SALARY

- 23.1 For the 2017-2018 a 3% increase to the salary schedule effective to July 1, 2017; and

Group term life insurance policy coverage of \$25,000.00 per unit member (premium paid by District); and

(On a trial Basis for the 2017-2018 school year) \$600 Bilingual stipend for eligible employees whom are not required to have such skills in their job description, to be placed on a list as determined by the District; and

A retirement incentive of \$3,000.00 for eligible employees.

23.1.1 The 2017-2018 Classified Salary Schedule is attached to this Agreement as Appendix A.

- 23.2 During each year of this Agreement, qualifying employees shall be granted Step and Column advancement on the Classified Salary Schedule.

The District will also amend the Classified Salary Schedule to clarify longevity pay. Effective 2016-2017, each successive longevity rate shall be calculated on the prior longevity rate. For example, longevity for year 16 will be calculated on longevity for year 11 (4% longevity increase received in year 16 will be based on year 11 base plus 3% longevity).
[See attachments]

- 23.3 New applicants for hire with prior experience in a classified unit classification may be considered for placement at a higher Step on the Classified Salary Schedule, but placement may not exceed Step 4 without prior written approval of the Superintendent.
- 23.4 Unit members working less than 12 months in a school year may request the District to place them on a 12-month pay cycle

ARTICLE XXIV

DURATION

- 24.1. This Agreement shall be in full force and effect from July 1, 2016 through June 30, 2019.
- 24.2. Negotiations for a successor agreement shall occur in or about March of the 2018-2019 school year upon either party to this Agreement submitting a written proposal pursuant to Government Code section 3547 of the Educational Employment Relations Act.
 - 24.2.1 Upon completion of public notice requirements as required by law (*i.e.*, “sun-shining”), the parties shall mutually agree to promptly commence good faith negotiations thereafter.
- 24.3. The parties agree to limit the reopeners in each year for 2017-2018 and 2018-2019 to Salary, Health & Welfare Benefits, and two (2) other articles as selected by each party.

ARTICLE XXV

CONTRACTING FOR SERVICES

25.1 The District reserves the right to contract for services as permitted by law.

25.1.1 In the event the District contemplates contracting for services currently and customarily performed by bargaining unit members due to "labor cost savings," the District shall provide CSEA with prior written notice of and an opportunity to meet and negotiate regarding the decision and effects of any such contract for services.

25.1.2 In the event the District contemplates contracting for services currently and customarily performed by bargaining unit members for reasons other than labor cost savings, the District shall provide CSEA with prior written notice of and an opportunity to meet and negotiate regarding the effects and impacts of such contract for services.

ACCEPTANCE

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Association as the contracting parties, that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law and that this Agreement is hereby entered into without need for further ratification or acceptance.

**GUSTINE UNIFIED SCHOOL
SCHOOL DISTRICT**

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
AND Its CHAPTER 539**

By: _____

By: _____

Bill Morones
Superintendent

Hanna Dybas
CSEA President

Date: _____

Date: _____

APPENDIX A

2016/2017 CLASSIFIED SALARY SCHEDULE