

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE

**GUADALUPE UNION SCHOOL DISTRICT**

AND THE

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS**

**GUADALUPE UNION SCHOOLS CHAPTER #546**

2019-2022

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	DESIGNATION OF PARTIES AND AGREEMENT . . . . .	1
II	ASSOCIATION RIGHTS . . . . .	2
III	DISTRICT RIGHTS . . . . .	5
IV	PROCEDURE FOR EVALUATION . . . . .	6
V	HOLIDAYS . . . . .	7
VI	VACATION . . . . .	8
	Eligibility . . . . .	8
	Procedure . . . . .	8
VII	LEAVES . . . . .	9
	Bereavement . . . . .	9
	Industrial Accident and Illness . . . . .	10
	Judicial and Official Appearance . . . . .	11
	Personal . . . . .	12
	Personal Necessity . . . . .	13
	Sick . . . . .	14
	Pregnancy Disability . . . . .	15
	Unpaid Child Rearing . . . . .	16
	Family Care . . . . .	16
	Military . . . . .	16
VIII	SALARY . . . . .	16
	Wage Scale . . . . .	16
	Health Insurance Package . . . . .	17
	Longevity . . . . .	17
	Bilingual Stipend . . . . .	17
	Shift Differential . . . . .	17
	Mileage Compensation . . . . .	17
	Initial Salary Placement . . . . .	18
IX	DISCIPLINARY ACTION . . . . .	18
	Causes for Disciplinary Action . . . . .	18
X	GRIEVANCE PROCEDURE . . . . .	21
	General Provisions . . . . .	21
	Informal Procedure . . . . .	22
	Formal Procedure . . . . .	22
	Final Decision . . . . .	24
XI	VACANCIES, TRANSFERS, AND PROMOTIONS . . . . .	25
	Posting Positions . . . . .	25
	Transfer/Promotion Process . . . . .	25
	Involuntary Transfers . . . . .	25

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
XII	DUTY HOURS . . . . .	26
	Workweek . . . . .	26
	Work Day . . . . .	26
	Work Year . . . . .	27
	Lunch Period . . . . .	27
	Rest Period . . . . .	27
	Overtime . . . . .	27
	Reduction of Hours . . . . .	28
	Call Back Time . . . . .	28
	Part-Time Work in Excess of Assignment . . . . .	28
	Summer Work . . . . .	29
XIII	PROCEDURES FOR LAYOFF . . . . .	29
XIV	PERSONNEL FILES . . . . .	30
XV	EMPLOYEE MATERIAL AND EXPENSES . . . . .	31
	Uniforms . . . . .	31
	Tools . . . . .	31
	Medical Examinations . . . . .	31
XVI	ORGANIZATIONAL SECURITY . . . . .	31
	Hold Harmless and Indemnification . . . . .	32
XVII	CONCERTED ACTIVITIES . . . . .	32
XVIII	COMPLETION OF MEET AND NEGOTIATION . . . . .	33
XIX	EFFECT OF AGREEMENT . . . . .	33
XX	SAVINGS PROVISION . . . . .	33
	RECOMMENDED FOR RATIFICATION . . . . .	34
	RATIFIED AND ACCEPTED . . . . .	35
<b>APPENDIX A - CLASSIFIED SALARY SCHEDULE . . . . .</b>		<b>36</b>

1 **ARTICLE I - DESIGNATION OF PARTIES AND AGREEMENT**

2 1.1 This Collective Bargaining Agreement ("Agreement") is made and entered  
3 into between the **GUADALUPE UNION SCHOOL DISTRICT** (the "District" or "Employer")  
4 and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **GUADALUPE UNION**  
5 **SCHOOLS CHAPTER #546** (the "Association," "CSEA," or "Exclusive Representative").

6 1.1.1 The articles and provisions contained herein constitute a bilateral and  
7 binding Agreement between the District and the Association.

8 1.1.2 This Agreement is entered into pursuant to Chapter 10.7, §§3540-3549 of  
9 the Government Code ( the "Act").

10 1.2 The District hereby grants exclusive recognition to the Association for all  
11 classified positions except those designated as management, supervisory or  
12 confidential.

13 1.2.1 The Association has agreed not to seek a clarification or amendment of the  
14 representation unit as set forth above, except as provided by regulations of  
15 the Public Employment Relations Board ("PERB").

16 1.2.2 Any new classified position shall be included in the bargaining unit unless the  
17 District designates the position as management, confidential, or supervisory.  
18 The District and Association shall meet and negotiate regarding unit  
19 placement at the request of the Association. If the issue is not resolved, the  
20 Association may file an appeal with PERB.

21 1.3 The District and the Association agree that it is to their mutual benefit to  
22 encourage the resolution of differences through the meet and negotiation process.  
23 Therefore, it is agreed that the District and the Association will support this  
24 Agreement for its term, and will not appear before any public bodies to seek change  
25 or improvement in any matter that expands or reduces the scope of the Agreement.

26 1.4 This Agreement shall become effective as of July 1, 2019, and shall remain in  
27 full force and effect until June 30, 2022, when it shall terminate. This Agreement  
28 shall not be extended beyond June 30, 2022, except by written consent of both  
29 parties.

30 1.4.1 For the 2020-2021 school year and for the 2021-2022 school year, Article  
31 VIII, SALARY, shall be reopened for negotiations along with up to two other  
32 Articles designated by each party.

1 1.5 The District and Association agree that they shall not discriminate against any  
2 unit member on the basis of race, color, creed, age, sex, national origin, political  
3 affiliation, domicile, marital status, physical handicap, membership in an employee  
4 organization (or the lack thereof), or participation or non-participation in the  
5 activities of an employee organization.  
6

## 7 **ARTICLE II: ASSOCIATION RIGHTS**

8 2.1 The Association and its members shall have the right to make reasonable use  
9 of school equipment, buildings and facilities that do not interfere with school District  
10 operations. For the use of buildings and facilities, the Association shall submit a  
11 written request to the Superintendent for prior approval. The use of District  
12 equipment, as described here, shall take place only on school property.

13 2.2 The Association shall have the right to post notices of activities and matters  
14 of Association concern on designated employee bulletin boards to be provided in  
15 each school. No prior approval, except Association approval, shall be necessary.  
16 The Association may use employee mailboxes and District e-mail (subject to the  
17 District's technology usage policy) for communicating to members. Any information  
18 of a general nature that is transmitted through the mailboxes or e-mail to  
19 employees shall be simultaneously provided to the Superintendent.

20 2.3 Authorized representatives of the Association shall be permitted to transact  
21 official Association business on school property at reasonable times, provided that  
22 such contact does not interfere with District assignments and obligations of  
23 employees.

24 2.4 The Board shall place on the agenda of each regular Board meeting as one of  
25 the first three items for consideration under "new business", any matters brought to  
26 its consideration by the Association provided that such matters are made known to  
27 the Superintendent according to regular Board agenda procedures and providing  
28 that such items are not topics that should be discussed in the meet and negotiate  
29 process.

30 2.5 The Association shall be provided with 12 days of release time to conduct  
31 Association business. Additional days may be provided upon mutual agreement  
32 between the District Superintendent and the President of the Association.

1 2.5.1 In addition, additional release time shall be granted for a reasonable number  
2 of elected and unelected Association unit members in compliance with  
3 Education Code §45210, paid for by Chapter #546 in order to attend  
4 organizational activities upon request of the Chapter, State CSEA, or its  
5 national affiliate. The Association shall provide at least 10 days prior notice.

6 2.6 The District shall permit the Association to distribute voluntary employee  
7 information cards attached to the annual emergency cards that employees are  
8 required to complete annually for District purposes. Such Association information  
9 cards shall be promptly transmitted to the Association upon receipt by the District.

10 2.7 Upon written request, the District shall furnish the Association with two  
11 copies of non-confidential materials (including budget information), that are  
12 furnished to Board members prior to a Board meeting and are reasonably related to  
13 the meet and negotiate process, and any similar materials that are furnished during  
14 a Board meeting and which are open to inspection by the public. The copies of  
15 materials described herein shall be provided to the Association without charge upon  
16 approval by the Superintendent or designee.

17 2.8 The District shall grant five days of paid release time for one CSEA Chapter  
18 delegate to attend the CSEA annual conference.

19 2.9 On months the CSEA general membership meeting is held at 5:00 p.m.,  
20 custodians or other employees whose work schedule extends beyond 5:00 p.m.  
21 shall receive one hour paid release time to attend association meetings.

22 AB-119 New Employee On-boarding Process.

23 2.10 Notice of New Employee Orientation: The District shall provide the  
24 Association with notice of any newly-hired classified employee, as required by  
25 Government Code §3556, by an email to the CSEA Labor Relations Representative.  
26 The notification shall be made within 10 days of the conditional offer of  
27 employment.

28 2.10.1 Employee Information:

29 2.10.1.1 New Employees: The Association will be provided contact information for  
30 each newly-hired classified employee as required by Government Code  
31 §3558, consistent with Government Code §6254.3 and §6207, even if  
32 they had been employed by the District previously.

- 1 2.10.1.2 Required information: (1) Employee Name - Last, First, M.I., Suffix; (2)  
2 home address - City, State, Zip. Home phone number, Cellular Phone  
3 number and personal email address on file with the District; (3) Job title,  
4 Department, Work location, Work phone number/extension.
- 5 2.10.1.3 The District agrees to provide the following non-AB-119 information for  
6 each unit member: Social Security number (last four), ID number, Hire  
7 date, CalPERS status.
- 8 2.10.1.4 The unit member information will be emailed to a site designated by CSEA
- 9 2.10.1.5 Periodic Update of Contact Information: The Association shall be given  
10 updated contact information for bargaining unit positions on a regular  
11 basis as required by Government Code §3558 as of the end of each  
12 September, January, and May.
- 13 2.10.2 New Employee Orientation - Structure, Time, and Manner:
- 14 2.10.2.1 "New employee orientation" means the on-boarding process for a newly-  
15 hired employee as provided by Government Code §3555(b)(3).
- 16 2.10.2.2 The Association shall receive notification of scheduled orientation  
17 meetings by email each year as provided by Government Code §3556. If  
18 additional meetings are established, the Association will be informed by  
19 email as soon as possible. A mutually agreed-to half hour of the meeting  
20 agenda will be reserved for bargaining unit representatives to meet with  
21 prospective members. Managers, supervisors, and HR personnel will not  
22 be present during this time.
- 23 2.10.2.3 When a new employee orientation takes place during regular work hours,  
24 the Association shall receive up to one hour of release time to travel to  
25 and attend the meeting. If the orientation process does not include a  
26 designated meeting (e.g., an on-line process), the District and Association  
27 shall discuss and agree upon the structure, time, and manner of access to  
28 the new-hire.
- 29 2.10.2.4 Membership materials provided to the District by the Association shall be  
30 given to the new-hire along with the regular District paperwork.
- 31 2.10.3 Dispute Resolution Procedure:
- 32 2.10.3.1 In the event of an alleged violation, misinterpretation, or misapplication of



paragraph 2.10, inclusive, the Exclusive Representative may refer the issue to the State Mediation and Conciliation Service for resolution of the dispute. Only the Exclusive Representative has the authority to file.

2.10.3.1.1 The arbitrator selection and hearing process shall be as outlined in Government Code §3557(b)(2) for the selection of an arbitrator, the expedited hearing, and a final and binding decision.

2.10.3.1.2 The costs of the arbitration proceeding, including the per diem charges of the arbitrator, shall be borne equally by the parties. Each party shall bear all other costs of its own case.

2.10.4 Term of paragraph 2.10, inclusive:

2.10.4.1 Paragraph 2.10, inclusive, is effective as of the latest date of ratification and signature and shall remain in full force and effect through June 30, 2022, If negotiations over a successor to this paragraph continue after June 30, 2022, the provisions shall remain in effect until negotiations are completed.

2.10.4.2 In the event a successor to this paragraph is not achieved within 60 days of the demand to negotiate, either party may invoke the interest arbitration provisions in Government Code §3557(a).

### **ARTICLE III: DISTRICT RIGHTS**

3.1 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 time and hours of operation; 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, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as provided by law; and take action on any matter in the event of an emergency. In addition, the Board

1 retains the right to hire, classify, assign, evaluate, promote, terminate, and  
2 discipline employees, subject to the provisions of this Agreement.

3 3.2 The exercise of the foregoing powers, rights, authority, duties, and  
4 responsibilities by the district, the adoption of policies, rules, regulations and  
5 practices in furtherance thereof, and the use of judgment and discretion in  
6 connection therewith, shall be limited only by the specific and express terms of this  
7 Agreement, and then only to the extent such specific and express terms are in  
8 conformance with law.

9 3.3 The District retains its right to amend, modify or rescind policies and  
10 practices referred to in this Agreement in cases of emergency. An emergency exists  
11 when determined by the Board or in cases of natural disaster. The District shall  
12 make a good faith effort, to consult with the Association prior to the declaration of  
13 an emergency.

14 3.4 The District's right to contract out for "all services currently or customarily  
15 performed by classified school employees" shall be limited by the express terms of  
16 Education Code section 45103.1, the "Act," and precedential PERB Decisions.

#### 17 18 **ARTICLE IV: PROCEDURE FOR EVALUATION**

19 4.1 The probationary period for members of the bargaining unit shall be six  
20 months. Probationary employees shall be evaluated not less than once during the  
21 probationary period; permanent employees shall be evaluated not less than once  
22 per year. The District shall consult with the Association prior to implementing or  
23 modifying the District's evaluation procedures for bargaining unit employees.

24 4.1.1 A permanent employee who has been employed for at least five consecutive  
25 years may be evaluated at least once every two years by mutual agreement.  
26 The employee or the evaluator may withdraw consent at any time. The  
27 reason or reasons for withdrawal shall be provided to the other party.

28 4.1.2 The evaluation shall be based upon information collected through observation  
29 of the employee's job performance. Employee evaluations shall be prepared  
30 by the manager or supervisor who is immediately responsible for directing  
31 the employee's work. Information regarding an employee's performance of  
32 job duties must be validated by the employee's supervisor or designated

evaluator before it is included in the written evaluation.

4.1.3 No evaluation shall be placed in the personnel file without providing the employee an opportunity to meet to discuss the rating or ratings. Each employee is required to sign the evaluation form. The employee's signature does not necessarily signify concurrence with the evaluation. The evaluator shall provide a copy of the fully-signed evaluation to the employee. The original shall be placed in the personnel file.

4.1.4 An employee who does not agree with the evaluation may provide a written response within ten work days of receipt. The employee's response shall be attached to the evaluation and filed in the official personnel file with the evaluation.

4.1.5 An employee who receives an unsatisfactory evaluation shall participate in a performance improvement program determined by the District unless the employee is terminated for cause. The program shall be for a period of no more than three months during which time the employee's performance will be monitored. If the employee's performance improves to a level deemed satisfactory by the evaluator, successful completion of the improvement plan will be noted and attached to the related evaluation.

## **ARTICLE V: HOLIDAYS**

5.1 Employees shall be entitled to the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez's Birthday
- Memorial Day
- Friday before Spring Holiday
- Independence Day
- Labor Day
- California Admission Day - A floating holiday to be taken upon approval of the immediate supervisor.
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Mexican Independence Day - A floating holiday may be taken whenever the Board does not declare a Board holiday on that date.

5.2 Employees working 10 months shall be entitled to the holidays enumerated in Section 5.1 to the extent that such holidays fall within the individual employee's work year. Effective July 1, 2015, an employee whose regular assignment is less

1 12 months shall have two day's pay at the regular daily rate added to his or her  
2 monthly, even-pay calculation in lieu of time off for California Admission Day and  
3 Mexican Independence Day.

4 5.3 When a holiday fall on a Saturday, the preceding Friday shall be deemed to  
5 be the holiday. When holiday falls on a Sunday, the following Monday shall be  
6 deemed to be the holiday.

7 5.4 When an employee is required to work on the holidays set forth in paragraph  
8 5.1 (excluding California Admission Day and Mexican Independence Day) the  
9 employee shall be paid, or given compensating time off, at the rate of time and  
10 one-half of the employee's regular rate of pay for the hours worked in addition to  
11 the employee's regular rate of pay for the holiday.  
12

## 13 **ARTICLE VI - VACATION**

14 6.1 Eligibility. Each employee, covered by this Agreement, working five days per  
15 week for a full-time 12-month contract shall be annually entitled to 12 days of  
16 leave of absence for vacation purposes. A 12-month employee working less than  
17 full time shall be entitled to vacation leave in the same ratio that his/her  
18 employment bears to full time employment. A part-time or full-time employee  
19 whose assigned work year is less than 12 months earns vacation pay in lieu of leave  
20 in the same ratio that his/her employment bears to full time employment. Earned  
21 vacation shall be increased based upon years of service to the District as follows

- 22 • Six years through ten years - 13 days
- 23 • Eleven years through 15 years - 16 days
- 24 • Sixteen years through 20 years - 18 days
- Twenty-one years or longer - 20 days

25 6.2 Procedure. Employees are to schedule vacation leave at the convenience of  
26 the District so that the necessary functions of the District may proceed without  
27 undue interruption and vacation schedules can be equitably developed. Twelve-  
28 month employees shall submit requests for scheduled vacation periods per the  
29 following schedule:

30 Vacation from September 1 to the end of Winter Recess - prior to August 1.

31 Vacation from end of Winter to end of Spring Recess - prior to December 1.

32 Vacation from end of Spring Recess to September 1 - prior to March 1.

1 6.2.1 If an employee does not take his or her scheduled vacation, the amount not  
2 taken shall be accumulated for use in the following year (maximum 10 days)  
3 or be compensated, at the option of the employee. Compensation for unused  
4 vacation is paid in the month of July.

5 6.3 Employees who are absent from duty without proper notification to and  
6 approval by the Superintendent will be deemed to be on unauthorized leave. After  
7 three days of unauthorized leave, an employee shall be deemed to have abandoned  
8 his/her position and shall be recommended to the Board of Trustees for dismissal.

9 6.4 An employee who becomes ill or has an accident while on vacation leave shall  
10 immediately notify the District Office, and, upon return to duty, present the  
11 Superintendent with a physician's verification of the days of illness or accident;  
12 verified days of illness or accident shall be charged to accumulated sick leave.  
13 Vacation leave entitled shall then be increased by a similar number of days as those  
14 charged to sick leave due to illness or accident which occurred during the vacation  
15 leave.

## 16 17 **ARTICLE VII: LEAVES**

18 7.1 Sick leave, personal necessity, vacation and compensation time shall be  
19 calculated to the nearest quarter hour (15 minutes).

20 7.2 Bereavement Leave. Bargaining unit employees shall be granted up to five  
21 days for bereavement purposes in cases of death within his/her immediate family.

22 Immediate family shall be defined as: A parent, grandparent, or grandchild  
23 of the employee or of the spouse of the employee, and the spouse (including  
24 domestic partner), child, sibling, aunt or uncle, niece or nephew, or immediate in-  
25 law of the employee, any relative living in the immediate household of the  
26 employee or any other person for whom the employee is legally responsible.

27 Pursuant to Family Code sections 297 and 297.5(a)-(c), or successor statutes  
28 if applicable, the term "spouse" includes a registered domestic partner. An  
29 employee who claims any benefit pursuant to the terms of this Article or this  
30 Agreement must have valid proof of the registered domestic partnership on file with  
31 the District.  
32

1   7.3   Industrial Accident and Illness Leave

2   7.3.1 Purpose. Industrial accident and illness leave shall be granted for illness or  
3       injury incurred within the course and scope of a permanent employee's  
4       assigned duties.

5   7.3.2 Eligibility. A permanent employee covered by this Agreement.

6   7.3.3 Procedure. An employee who has sustained a job related injury shall report  
7       the injury on a District approved accident report form within 24 hours to the  
8       immediate supervisor. An employee shall report an illness on a District  
9       approved form to the immediate supervisor within 24 hours of knowledge  
10      that the illness is an alleged industrial illness. This form must be completed  
11      prior to reporting to a physician.

12  7.3.4 Requirements. In any one fiscal year, allowable leave for the same illness or  
13      accident shall be for not more than 60 days during which the schools of the  
14      District are required to be in session or when the employee would otherwise  
15      have been performing work for the District. Allowable leave shall not  
16      accumulate from year to year.

17       Industrial accident or illness leave shall be reduced by one day for each  
18      day of authorized absence regardless of temporary disability indemnity  
19      award. When an industrial accident or illness leave overlaps into the next  
20      fiscal year, the employee shall be entitled to only the amount of unused leave  
21      due for the same illness or injury.

22       Any employee receiving benefits as a result of this section, shall during  
23      periods of injury or illness, remain with the State of California unless the  
24      Board authorizes travel outside the State.

25       During any industrial paid leave of absence, the employee shall endorse to  
26      the District the temporary disability indemnity checks received on account of  
27      his industrial accident or illness. The District, in turn, shall issue the  
28      employee appropriate salary warrants for payment of the employee's salary  
29      and shall deduct normal retirement, the authorized contributions, and the  
30      temporary disability indemnity, if any, actually paid to and retained by the  
31      employee for periods covered by such salary warrants. Upon conclusion of  
32      this industrial paid leave an employee may utilize any available sick leave

benefits providing that any sick leave utilization when combined with (any) temporary disability indemnity shall not exceed 100% of the employees normal compensation. The five-month differential pay provided for in the Educational Code shall be available to the employee upon the expiration of Industrial Accident Leave, with paid differential period running consecutively with the utilization of regular sick leave.

7.3.5 Return to Service. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restriction or detriment to the employee's physical and/or emotional well being. The District reserves the right to require a physical examination by a district-appointed physician at district expense.

#### 7.4 Judicial and Official Appearance Leave

7.4.1 Purpose. Judicial and official appearance leave shall be granted for purpose of regularly called jury duty, appearance as a witness (in court) other than as a litigant or as a witness against the District, or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the employee. Employees served with school year duty notice may request exemption.

7.4.2 Eligibility. An employee covered by this Agreement.

7.4.3 Procedure. The employee seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such request shall be submitted not less than 10 days advance notice for appearance.

7.4.4 Requirements. An employee may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

7.4.5 Compensation. An employee granted a leave of absence under these provisions shall be granted such District compensation which when added to jury or witness fees shall not exceed the employee's regular District compensation.

1 7.4.6 Return to Service. Immediately upon return to active service, the employee  
2 shall complete the District absence form and submit to the immediate  
3 supervisor. The employee shall provide, upon District request, additional  
4 verification of these leave provisions.

5 7.5 Personal Leave.

6 7.5.1 Purpose. An employee may request a personal leave of absence for reasons  
7 not enumerated elsewhere in this Agreement.

8 7.5.2 Eligibility. A permanent employee covered by this Agreement.

9 7.5.3 Procedure. The employee seeking an approved personal leave of absence  
10 shall submit a request, including the reasons and any supporting information  
11 related thereto, and the duration of the length of the requested leave. For  
12 personal absences of five working days or less, the employee shall submit the  
13 request described herein to the Superintendent not less than five working  
14 days prior to the beginning date of the leave. The decision of the  
15 Superintendent for approval or denial of these requests shall be final. For  
16 personal absence in excess of five days, the employee shall submit the  
17 request described herein to the Superintendent for recommendation and  
18 presentation to the Board for approval or denial. An employee requesting  
19 such an extended personal leave of absence shall submit the request in  
20 sufficient time for the Superintendent's considerations and presentation to  
21 the Board.

22 7.5.4 Requirements. An employee shall not accept gainful employment while on  
23 personal leave of absence without the prior written approval of the  
24 Superintendent.

25 7.5.5 Compensation. Any personal leave of absence that may be granted under  
26 these provisions shall be without compensation. An employee granted an  
27 unpaid personal leave may continue to participate in the District  
28 medical/dental insurance program at his/her own expense.

29 7.5.6 Return to Service. The employee shall be reinstated to the position  
30 classification held prior to the leave of absence if available or to a position for  
31 which the employee is qualified.

32 If the personal leave of absence was granted for personal health reasons,



the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being. The District shall pay the cost of the examination beyond the health insurance payments.

#### 7.6 Personal Necessity Leave

7.6.1 Purpose. Personal necessity leave may be utilized for circumstance that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

7.6.2 Eligibility. Any employee of this unit who has sufficient unused sick leave credit.

7.6.3 Procedure. Employee shall submit a request for personal necessity leave approval on a District approved form to the Superintendent normally not less than three work days prior to the beginning date of the leave. Failure to secure advance approval of personal necessity leave except as outlined in #1 and #2 below shall constitute grounds for denial of the leave. The prior approval required for personal necessity leave shall not apply to the following reasons:

- Death or serious illness of a member of the employee's immediate family as defined under 7.2
- Accident, involving person or property or the person or property of the employee's immediate family.

When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the Superintendent of the expected duration of the absence.

7.6.4 Requirements. An employee may use not more than eight days per year of accumulated sick leave for purposes of approved personal necessity leave. Examples of reason for which approval shall not be granted are:

- Political activities or demonstrations.
- Vacation, recreation, or social activities.
- Civic or organization activities.
- Employee association activities.
- Routine personal activities, such as cosmetic and hair dressing

- 1           appointment, etc.
- 2           • Occupational investigation.
- 3           • Purchase or sale of vehicle by employee.

4   7.6.5 Compensation. An employee shall receive full compensation for not more  
5   than eight days per year of approved personal necessity leave.

6   7.6.6 Return to Service. Immediately upon return to active service, the employee  
7   shall complete the District absence form and submit it to the immediate  
8   supervisor. Upon District requests, the employee shall provide additional  
9   verification of the use of these leave provisions.

## 10   7.7 Sick Leave

11   7.7.1 Purpose. The purpose of sick leave utilization shall be for physical and  
12   mental disability absences which are medically necessary and caused by  
13   illness, injury, maternity disability, or quarantine.

14   7.7.2 Eligibility. An employee, covered by this Agreement, working five days per  
15   week for a full 12-month contract year shall be annually entitled to 12 days  
16   of leave of absence for the purpose of sick leave utilization. An employee  
17   covered by this Agreement, working less than full-time shall be entitled to  
18   sick leave in the same ratio that his/her employment bears to full-time  
19   employment

20   7.7.3 Procedure. An employee exercising this leave of absence provision shall  
21   notify the Superintendent of his/her need to be absent from service as soon  
22   as known, but in no event later than reasonable notice necessary to secure  
23   substitute services. The notification described herein shall also include an  
24   estimate of the expected duration of the absence.

25   7.7.4 Requirements. Any employee becoming aware of the need for absence due  
26   to surgery, maternity, or other predictable or previously scheduled cause  
27   shall submit a statement from his/her attending physician as far in advance  
28   of the initial disability date as possible. The physician's statement shall  
29   include the beginning date of disability, the cause of the disability, and the  
30   anticipated date of the return to active service.

31   7.7.5 Compensation. Any unused sick leave credit may be used by the employee  
32   for sick leave purposes, without loss of compensation. Upon exhaustion of all  
33   accumulated sick leave credit, and employee who continues to be absent

1 shall receive extended sick leave as provided in paragraph 7.7.1.1, below.

2 7.7.1.1 At the beginning of each school year, each employee shall be

3 credited with a total of 100 working days of paid sick leave,

4 including days earned and accumulated under paragraph 7.7.1.

5 Any days in excess of the sick leave earned and accumulated under

6 paragraph 7.7.1 shall be compensated at 50% of the employee's

7 regular daily rate of pay.

8 7.7.1.2 Extended sick leave is exclusive of any other paid leave, holidays,

9 vacation, or compensating time to which the employee may be

10 entitled. For any use of more than three consecutive days, an

11 employee must provide a written verification signed by a physician

12 or practitioner.

13 7.7.1.3 An employee shall first utilize all accumulated sick leave credit. In

14 no event shall extended sick leave days, when combined with days

15 of sick leave utilization, exceed 100 days in a school year.

16 7.7.6 Return to Service. Immediately upon return to active service, the employee

17 shall complete the District absence form and submit it to the immediate

18 supervisor.

19 The employee shall provide, upon District request, additional verification

20 of the use of these leave provisions.

21 An employee who has experienced a disability absence requiring surgery,

22 hospitalization, or extended medical treatment, shall be required to submit

23 prior to return to active duty, a medical statement indicating an ability to

24 return to his/her position classification without restrictions or detriment to the

25 employee's physical and emotional well-being. This physician's statement

26 may be required for all absences of three days or longer. An employee shall

27 not be allowed to return to service and shall be charged with one additional

28 day of sick leave absence if the employee fails to notify the District of intend

29 to return to duty 30 minutes prior to the end of the substitute employee's

30 duty day on the preceding work day, and by such notification failure a

31 substitute is secured.

32 7.8 Pregnancy Disability Leave. Each female employee shall be entitled to

1 disability leave of absence by reason of physical incapacity due to pregnancy or  
2 childbirth or conditions related to pregnancy or childbirth. The period of disability  
3 shall be determined by the employee and her doctor.

4 7.9 Unpaid Child Rearing Leave. In the event an employee desires an unpaid  
5 leave of absence for preparation of the birth of a child, adoption of a child, or for  
6 continued childcare after birth or adoption, the employee may apply for an unpaid  
7 child rearing leave by submitting a written request to the Superintendent.

8 Time allowed for unpaid child rearing leave, including beginning and ending  
9 dates, shall be based upon the needs of the district.

10 7.10 Nothing in this section shall be construed to deprive any employee of sick  
11 leave rights under the sections of this contract or the Education Code for absences  
12 due to illness or injury resulting from pregnancy.

13 7.11 Family Care Leave. The District shall comply with the California Family Right  
14 Act of 1991, as amended, and the federal Family and Medical Leave Act of 1993.  
15 Under the California law unit members with at least one year of continuous service  
16 are eligible for up to four months of unpaid family care leave in a 24-month period.  
17 Under the federal law unit members are entitled to three months of unpaid family  
18 care leave during any 12-month period. In general, "family care leave" means leave  
19 because of (1) the birth of a child of a unit member, (2) the placement of a child  
20 with a unit member, (3) the serious illness of the unit member or a child of a unit  
21 member; or (4) leave to care for a parent or spouse who has a serious health  
22 condition.

23 7.12 Military Leave. A bargaining unit employee shall be entitled to any military  
24 leave provided by federal or state law and shall retain all privileges granted by such  
25 law arising out of the exercise of such leave.

## 26 27 **ARTICLE VIII: SALARY**

### 28 Wage Scale

29 8.1. For the 2019-2020 school year, the Classified Salary Schedule (Appendix A)  
30 shall remain the same as the 2018-2019 schedule. If another bargaining unit  
31 receives a general salary schedule increase, Appendix A shall be modified to reflect  
32 the increased amount.

1 Health Insurance Package

2 8.2 For bargaining unit members who properly complete the required enrollment  
3 form, the total annual District contribution for medical, dental, and vision insurance  
4 coverage for the period October 1, 2018, to September 30, 2019, shall be not more  
5 than \$8,200.00 for each employee. This annual contribution of \$8,200.00 shall  
6 remain unchanged unless negotiated by the District and Association.

7 8.2.1 Employees whose regular daily assignment is four or more hours per day,  
8 five days per week (20 hours/week) are entitled to receive the District's  
9 contribution.

10 8.2.2 Employees enroll in either single, two-party, or family coverage. Any cost of  
11 coverage in excess of the District's contribution shall be paid by the employee  
12 by regular payroll deduction.

- 13 • SISC III - 100% Plan D (\$300/\$600 ded.; \$20 office visit co-pay;  
R10/200/35)
- 14 • SISC III - 80% Plan M (\$3,500/\$7,000 ded.; Co-insurance max.  
\$2,500/\$5,000; \$40 office visit co-pay; R10/200/35)
- 15 • SISC III - 80% Plan N (\$5,000/\$10,000 ded.; Co-insurance max.  
\$7,500/\$15,000; \$40 office visit co-pay; R10/200/35)

17 8.3 Longevity. Longevity service recognition shall be granted as follows:

- 18 • Commencing on the anniversary date of 10 years of service - two percent  
of base salary rate.
- 19 • Commencing on the anniversary date of 15 years of service - four percent  
of base salary rate.
- 20 • Commencing on the anniversary date of 20 years of service - six percent  
of base salary rate.
- 21 • Commencing on the anniversary date of 25 years of service - eight  
percent of base salary rate.

23 8.4 Bilingual Stipend. An employee who is in a position that requires bilingual  
24 skills and who passes a qualifying examination shall receive a bilingual stipend of  
25 three percent of base salary rate.

26 8.5 Shift Differential. A bargaining unit employee who works on regular shift that  
27 ends between 6:00 p.m. and 6:00 a.m. shall receive a shift differential of five  
28 percent to the regular rate of pay for the classification. The bargaining unit  
29 employee shall retain the shift differential pay pursuant to the guidelines of  
30 Education Code section 45185 when assigned to hours not entitled to the shift  
31 differential.

32 8.6 Mileage Compensation. Any employee covered by this Agreement who is

required to use his/her own personal vehicle to travel on school district business from one school site to another site on location, after reporting to the original assignment, shall be compensated for the mileage between sites at the rate established by the Internal Revenue Service.

8.7 Initial Salary Placement. The Association President shall be notified if the District starts a newly-hired employee at higher pay rate than Step 1 for the classification.

## **ARTICLE IX: DISCIPLINARY ACTION**

9.1 "Discipline" shall mean any action taken by the District against a permanent classified employee, including, but not limited to, dismissal, suspension-with or without pay-or other corrective remedy, other than a verbal warning followed by a written reprimand. Discipline, other than dismissal, is intended to be corrective in nature and should be commensurate with the level of the employee's infraction.

9.1.1 No disciplinary action shall be taken for any cause which arose prior to an employee achieving permanent status nor for any cause which arose more than two years preceding the date of the filing of a notice of disciplinary action unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

9.1.2 A probationary classified employee is an "at-will" employee and is subject to termination at any time during the initial six months of District employment.

9.2 Causes for Disciplinary Action. The following causes shall be grounds for disciplinary action:

- Absence without leave.
- Excessive, repeated, or unexcused absences or tardiness.
- Failure or refusal to perform the normal and reasonable duties of the position.
- Conviction of any criminal act involving moral turpitude.
- Use of District time, facilities, equipment, or supplies for private gain or advantage.
- Disorderly or immoral conduct.
- Insubordination.
- Incompetency or inefficiency.
- Duplication of any key to a District facility without proper authorization.
- Neglect of duty.
- Negligence or willful damage to public property or waste of public supplies or equipment.
- Dishonesty.

- Participation in any business activity or enterprise, or acceptance of any employment that is clearly inconsistent, incompatible, in conflict with, or inimical to the duties of the position during regular work hours.
- Violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the State Board of Education or by the Board of Trustees.
- Persistent violation of or refusal to obey safety rules or regulations made applicable by the Board or by an appropriate state or local government agency.
- Abandonment of position.
- Possession of, consumption of, or intoxication due to the use of alcoholic beverages on District premises or while on duty at any location.
- Possession of, consumption of, or intoxication due to the use of any narcotic, restricted dangerous drug, or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such possession is under a valid written prescription.
- Unauthorized use of the District computer system or use of another employee's password to gain access to the District computer system.
- Suspension, revocation, or expiration of any license which is required for the employee's performance of job duties.
- Act of physical violence against a student, parent, employee of the District, or any other person.
- Verbal attack that reasonably could be construed as hostile, intimidating, aggressive, demeaning, belittling, or threatening and/or use of expletives/epithets directed against a student, parent, employee of the District, or any other person.
- Other cause deemed sufficient by the District.

9.3 The Superintendent, or a designee, shall investigate any matter that could result in disciplinary action.

9.3.1 The employee shall be notified that a matter that could result in disciplinary action is being investigated. During the investigation process, the investigator shall request a fact-finding meeting with the employee.

9.3.2 The employee shall be informed of the right to be accompanied to the meeting by a representative. If the employee elects not to be represented, he or she shall sign a statement to that effect. A copy of the statement shall be provided to the Exclusive Representative.

9.3.3 As part of the investigation, if disciplinary action is being considered, the employee, and his or her representative where applicable, shall be provided written notification of the allegation or allegations, provided copies of any written documents upon which the consideration is based, and shall be given an opportunity to meet with a designated Skelly officer in order to respond and to comment on the appropriate disposition.

9.4 Following the Skelly meeting, if a recommendation is made that cause exists, the employee shall be provided a written Notice of the Proposed Disciplinary Action

1 within five days.

2 9.4.1 The Notice shall be served upon the employee personally and shall be signed  
3 for and dated upon receipt or shall be sent by United States certified mail,  
4 return receipt requested, addressed to the employee at his or her last known  
5 address. Where the employee has utilized the services of a representative  
6 during the investigation, the representative shall also be sent a copy of the  
7 Notice.

8 9.4.2 The Notice shall inform the employee of the charges as well as the effective  
9 date of discipline, which shall be not less than six work days after service of  
10 the notice. The Notice shall contain a statement of the specific acts or  
11 omissions upon which the discipline is based and a statement of the cause for  
12 the action taken. If the employee has violated a rule or regulation of the  
13 public school employer, the rule or regulation shall be set forth in the Notice.

14 9.4.3 The Notice also shall inform the employee of the right to file a grievance at  
15 Level 2 or Level 3, and the time by which the grievance must be filed, which  
16 shall be not less than five work days after service of the Notice and shall  
17 contain a form, the signing and filing of which shall constitute the grievance  
18 appeal and a denial of all charges.

19 9.4.3.1 The grievance appeal must be received by the District Office no  
20 later than 4:00 p.m. on the last workday designated in the Notice.

21 9.4.3.2 Failure to file the grievance appeal prior to the deadline set forth  
22 above constitutes a waiver of any right to an appeal and the  
23 discipline shall become final.

24 9.4.3.3 When a grievance appeal is timely filed, the disciplinary action shall  
25 be stayed pending completion of the grievance process.

26 9.5 If the Superintendent determines that the needs of the District so require, an  
27 employee may be suspended immediately, with or without pay, prior to the  
28 completion of the procedures set forth in paragraphs 9.3 and 9.4, inclusive, above.

29 A suspension without pay shall be in compliance with the Penal Code and related  
30 guidelines. In such case, the suspension and any denial of compensation shall be  
31 an issue in the appeal hearing, if one is requested by the employee.

32 9.6 Nothing contained herein shall prevent the Superintendent from



1 recommending or the Governing Board from ordering dismissal instead of other  
2 discipline for conduct set forth in paragraph 9.2, inclusive, above, including conduct  
3 for which disciplinary action previously has been imposed.

#### 5 **ARTICLE X: GRIEVANCE PROCEDURE**

6 10.1 A "grievance" shall mean an alleged violation or misinterpretation of a  
7 specific provision of the Agreement which affects the grievant. This grievance  
8 procedure shall not be used to challenge or change policies, regulations or  
9 procedures of the District which are not included in this Agreement, nor shall the  
10 grievance procedure be used for other matters for which specific methods of review  
11 are provided by law, or District policies, rules or regulations.

12 10.1.1A grievant shall mean an employee, employees, or the Association covered  
13 by this Agreement. In a case of multiple grievance claims on the same issue,  
14 the District may elect to hear only the first written grievance filed, and the  
15 decisions rendered shall be applicable to all claims on the same issue, arising  
16 from the same set of circumstances.

17 10.1.2A "conferee" shall mean any association representative selected by the  
18 grievance, except as limited in level I on this procedure. An immediate  
19 supervisor with whom a grievance is filed may also choose a representative in  
20 processing grievances, except as limited in level I.

21 10.1.3A "District grievance form" shall mean a District-provided form completed in  
22 writing, by the employee within 15 days of the occurrence, or within 15 days  
23 of when the employee could reasonable have known of the occurrence, act,  
24 or omission giving rise to the grievance.

25 10.1.4A day is any day in which the District office is open for business.

26 10.2 General Provisions. The purpose of the procedure is to attempt to secure  
27 equitable solutions to grievances. All parties agree that these proceedings will be  
28 kept informal and confidential, and that the grievant and immediate supervisor  
29 should attempt to resolve the grievance at the informal level. The filing of a  
30 grievance shall in no way interfere with the right of the Board to proceed in carrying  
31 out its management responsibilities subject to the final decision of the grievance.  
32 In the event the alleged grievance involves an order, requirement, or other

1 directive, the grievant shall fulfill or carry out such order, requirement, or other  
2 directive, pending, the final decisions of the grievance. The employee shall have  
3 the right to request that the order or directive described herein be put in writing by  
4 the supervisor issuing such order.

5 Nothing contained herein will be construed as limiting the right of any  
6 grievant to discuss a grievance informally with his immediate supervisor, or to have  
7 the grievance adjusted, prior to Level IV without intervention of the Association,  
8 provided that the adjustment is not inconsistent with the terms of this Agreement.  
9 Any proposed resolution at Levels II, or III, shall not be agreed upon by the District  
10 until the Association has been provided a copy, and allowed an opportunity to  
11 respond. The filing of a grievance shall not reflect unfavorably upon the grievant.

12 Management employees shall make a conscientious effort to comply with the  
13 time limits for responses to employee grievances, as directed herein.

14 The employee and immediate supervisor shall have the right to include in the  
15 grievance hearing such witnesses as they deem necessary to develop facts  
16 pertinent to the grievance. These names shall be made available to both parties  
17 upon request. Such witnesses shall be in addition to the conferee that either party  
18 may select.

### 19 10.3 Informal Procedure

20 10.3.1 Level I. Within 15 days of the occurrence or within 15 days of when the  
21 employee could reasonably have known of the occurrence of the act or  
22 omission giving rise to the grievance. The employee shall meet with the  
23 immediate supervisor to discuss the potential grievance, in an attempt to  
24 resolve it informally. Either the employee or the immediate supervisor may  
25 bring a conferee to this informal meeting, however, such conferees may not  
26 participate in the discussions at this informal conference unless agreed to by  
27 the grievant and the immediate supervisor. The immediate supervisor shall  
28 investigate the matter and respond verbally within two days of the meeting.  
29 If the potential grievance is not resolved at this level, the employee may  
30 proceed to level II.

### 31 10.4 Formal Procedure

32 10.4.1 Level II. Within seven days of the informal meeting, the grievant must

1 present his/her grievance in writing on District-provided form to the  
2 immediate supervisor. This District form shall contain a clear and concise  
3 statement of the grievance, the circumstances involved, the decision  
4 rendered at the informal conference, and the specific remedy sought.  
5 The immediate supervisor shall communicate a decision to the employee in  
6 writing within five days after receiving the grievance. If the administrator  
7 does not respond within five days after receiving the grievance. If the  
8 administrator does not respond within the time limit, the grievant may appeal  
9 to the next level. Within the above time limit, the grievant may appeal to the  
10 next level. Within the above time limit, either party may request a personal  
11 conference to discuss the grievance. Either the grievant or the immediate  
12 supervisor may have a conferee present at such a conference.

13 10.4.2 Level III. If the grievant is not satisfied with the decision at level II, the  
14 employee may within five days appeal the decisions to the Superintendent.  
15 This written appeal statement shall include a copy of the original grievance,  
16 the appeals and the decisions rendered at previous levels, and a clear,  
17 concise statement of reasons for the appeal.

18 The Superintendent or designee shall communicate a decision within five  
19 days. If the Superintendent, or designee, does not respond within the time  
20 limits provided, the grievant may appeal to the next level.

21 10.4.3 Level IV. If the grievant is not satisfied with the decision at Level II, he/she  
22 may request the Association to submit the grievance to advisory arbitration.  
23 If the Association concurs with the employee request, the Association shall  
24 within five days of the Superintendent's decisions submit a request in writing  
25 to the Superintendent for advisory arbitration of the dispute. The Association  
26 and the District attempt to agree upon an arbitrator and if no agreement can  
27 be reached, the parties shall request the California State Conciliation Service  
28 to supply a panel of five names of persons experienced in hearing grievances  
29 in public schools. Each party shall alternately pick a name until only one  
30 name remains. The remaining panel member shall be the arbitrator. The  
31 order of striking shall be determined by lot. The fees and expenses of the  
32 arbitrator and the hearing shall be borne equally by the District and the

1 Association. All other expenses, including fees for witnesses and conferees,  
2 shall be borne by the party incurring them.

3 The arbitrator shall, as soon as possible, hear evidence and render a  
4 decision on the issue or issues that were submitted at arbitration. If the  
5 parties cannot agree upon a submission agreement, the arbitrator shall  
6 determine the issues by referring to the written grievance and the answers  
7 thereto at each level. In disputed cases regarding whether or not a  
8 grievance claim is within the scope of these proceeding, the arbitrator shall  
9 rule on the arbitrability of the issue. The arbitrator shall have no power to  
10 add to, subtract from or modify the terms of this Agreement. Issues arising  
11 out of the exercise by the Board and administration of its responsibility  
12 referred to in Article V ("District Rights"), including the facts underlying its  
13 exercise of such discretion, shall not be subject to this procedure.

14 After a hearing and after both parties have had an opportunity to make  
15 written arguments, the arbitrator shall submit, within 30 calendar days to all  
16 parties the written finding and recommendations that he or she has prepared.

17 10.4.4 Level V. If the arbitrator's recommendation is acceptable to the District, the  
18 Superintendent shall take appropriate action to implement the  
19 recommendation. The Superintendent or designee shall within five days of  
20 receipt of the recommendation inform the grievant of the District's decision  
21 to accept or not accept the arbitrator's recommendation. If no action is  
22 taken by the District, or the grievant does not concur with the arbitrator's  
23 recommendation, the grievant may appeal, in writing, to the Board of  
24 Trustees within 10 days of the receipt of the arbitrator's recommendation.

25 10.5 Final Decision. The Board of Trustees has the power to render a final  
26 decision of a grievance which shall be binding on all parties. If, upon review, the  
27 Board of Trustees determines that it is unable to render a final determination on the  
28 record, it may reopen the record for the taking of additional evidence, prior to  
29 rendering the binding decision.

1 **ARTICLE XI: VACANCIES, TRANSFERS, AND PROMOTIONS**

2 11.1 "Transfer" shall mean the reassignment of an employee from one position to  
3 another position in the same classification or to another position in a similar or  
4 related classification with the same salary range.

5 11.2 "Promotion" shall mean a change in assignment of an employee from a  
6 position in one classification to a vacant position in another classification with a  
7 higher salary range.

8 **Posting Positions**

9 11.3 The District shall determine when a vacant position exists and when vacant  
10 positions shall be filled. Upon the determination that a vacant position shall be  
11 filled, the District shall post appropriate notices at all work sites.

12 11.3.1The notice shall include: the job title; a brief description of the position and  
13 duties; required minimum qualifications; job location; the number of hours  
14 per day; the regular hours of work, days per week and months per year; the  
15 salary range; deadline for filing an application. The notice shall be posted for  
16 not less than five workdays.

17 11.3.2Employees who are on leave or vacation and who have requested the District  
18 Office to inform them of vacant positions shall be mailed copies of the notice.

19 **Transfer/Promotion Process**

20 11.4 Any employee may file for a posted vacancy by submitting written notice to  
21 the District Office within the filing period.

22 11.4.1Employees who meet the requisite qualifications shall receive first  
23 consideration for posted vacancies.

24 11.4.2When the decision to fill a vacant position is limited to two or more current  
25 employees who have equal qualifications, the most senior employee shall be  
26 selected. In such a case, if the affected employees have identical seniority,  
27 the selection shall be made by lot.

28 **Involuntary Transfers**

29 11.5 An employee shall not be involuntarily transferred for arbitrary or capricious  
30 reasons. In a situation where the District determines the existence of an excess of  
31 employees with a job classification at a given worksite and where the District  
32 determines that no reduction in hours or layoff shall occur, the least senior

1 employee in the specific classification shall be involuntarily transferred unless  
2 another employee in the affected classification volunteers to be transferred.

3 11.6 In a situation where no qualified employee has applied for a posted vacant  
4 position and the District determines that the posted position be filled by a current  
5 employee, the District may involuntarily transfer the least senior qualified employee  
6 to fill the vacant position.

7 11.7 An employee may be involuntarily transferred for performance improvement  
8 reasons, based on an evaluation of less than satisfactory. In that case, the  
9 evaluation procedure satisfies the meeting process of paragraph 11.8.

10 11.8 Involuntary transfers shall be preceded by a meeting between the employee  
11 and the immediate supervisor, if requested by the employee. The employee may  
12 be accompanied by a bargaining unit representative. Except in unusual  
13 circumstances, involuntary transfers also shall be preceded by written notice 10  
14 calendar days in advance of the contemplated action. The notice shall state the  
15 reasons for the action.

## 16 17 **ARTICLE XII: DUTY HOURS**

18 12.1 Workweek. The workweek for employees shall be 40 hours rendered in units  
19 of eight hours.

20 12.1.1 The regular workweek shall consist of five consecutive workdays for all  
21 employees rendering service averaging four hours or more per day during the  
22 workweek. Any position that is not assigned to a Monday - Friday workweek  
23 shall specify the designated workweek in the job posting.

24 12.1.2 The District retains the right to extend the regular workday or workweek  
25 when it is deemed necessary to carry out the District's business in  
26 accordance with the overtime provisions of this Agreement.

27 12.1.3 A change to an established workweek shall be by mutual agreement between  
28 the District and the affected employee. The Exclusive Representative shall be  
29 informed of the change.

30 12.2 Work Day. The workday for all employees shall be established and regularly  
31 fixed by the District in order to meet the District's educational goals and objectives,  
32 and to function in an organized, efficient manner.

1 12.2.1At the time of hire, transfer, or promotion an employee shall be provided a  
2 copy of the work schedule for the position.

3 12.2.2It is understood that there may be an operational need of the District to  
4 change work day schedules during the Summer recess period.

5 12.2.3A change to an established workday that occurs while school is in session  
6 shall be by mutual agreement between the District and the affected  
7 employee. The Exclusive Representative shall be informed of the change.

8 12.3 Work Year. The work year of each employee who works fewer than 12  
9 months per school year shall be established and regularly fixed by the District in  
10 order to meet the District's educational goals and objectives, and to function in a  
11 organized, efficient manner. The Association shall be notified of proposed changes  
12 to the bargaining unit work calendar for the succeeding school year in sufficient  
13 time to allow the Association to negotiate those changes, should it wish to do so,  
14 prior to implementation of any changes.

15 12.4 Lunch Period. A 30-minute non-compensated, duty-free lunch period shall be  
16 provided to all employees who render service at least six consecutive hours.

17 12.4.1The lunch period shall be assigned by the immediate supervisor to be taken  
18 to be taken as soon after the conclusion of four hours of service as possible.

19 12.4.2If an employee is required to work during their regular lunch period, the  
20 supervisor shall either (a) allow the employee to resume the lunch period for  
21 the amount of interrupted time; or (b) compensate the employee for the time  
22 lost. Work performed during the employee's lunch period must be authorized  
23 in writing by the immediate supervisor prior to the work beginning. Absent a  
24 prior written authorization, there is no expectation or obligation to perform  
25 work during the employee's lunch period.

26 12.5 Rest Period. A 15-minute compensated, duty-free rest period shall be  
27 provided to all employees for each four hour period of service. The rest period  
28 herein described shall be taken at or near the midpoint of each four hour period of  
29 service as reflected in the employee's work schedule.

30 12.6 Overtime. Overtime compensation shall be provided employees who are  
31 directed by their immediate supervisor to work in excess of eight hours in any one  
32 day, or in excess of 40 hours in any calendar week. The employee shall be

1 compensated equal to time and one-half of the regular rate of pay. An employee  
2 may request compensatory time off in-lieu of overtime pay.

3 12.6.1An employee having an assigned workday of four hours or more per day for  
4 five days per week shall be compensated at the overtime rate for any work  
5 required to be performed on the sixth or seventh workday. An employee  
6 having an assigned workday of less than four hours per day shall be  
7 compensated at the overtime rate for any work required to be performed on  
8 the seventh consecutive workday.

9 12.6.2Compensatory time shall be taken at a time acceptable to the District within  
10 the fiscal year (July 1 - June 30) in which it was earned. If the compensatory  
11 time has not been taken within the fiscal year in which it was earned, the  
12 District shall pay the employee the appropriate overtime rate.

13 12.6.3Opportunities for work in addition to employees' regular assigned hours shall  
14 be rotated based on seniority among unit members in each classification at  
15 each work site. The District will determine if the work is to be accomplished  
16 as overtime for full-time employees or as "extended time" for part-time  
17 employees. Employees shall have the "right of refusal" for any  
18 overtime/extended time assignment offered, except in cases of emergency.  
19 An "emergency" for the purposes of this Article is defined as a circumstance  
20 which could not have been foreseen.

21 12.7 Reduction of Hours. The District shall promptly notify the Association of its  
22 intent to reduce hours of bargaining unit positions. Upon request by the  
23 Association, the District shall meet and negotiate the decision to reduce hours and  
24 the effects of the reduction of hours. No reduction of hours shall be implemented  
25 until completion of negotiations.

26 12.8 Call Back Time. An employee called back to work after completion of the  
27 regular work schedule or on scheduled days off shall be compensated for at least  
28 two hours of work at the appropriate rate of pay.

29 12.9 Part-Time Work in Excess of Assignment. Pursuant to Education Code section  
30 45137, a bargaining unit employee who works a minimum of 30 minutes per day in  
31 excess of his or her regular part-time assignment for a period of 20 consecutive  
32 days or more shall have his or her basic assignment changed to reflect the longer



1 hours in order to acquire fringe benefits on a properly prorated basis as specified in  
2 Education Code section 45136, effective the next pay period.

3 12.10 Summer Work. The District will post opportunities for Summer work prior to  
4 the end of the students' school year. Employees may apply for work in their  
5 classification.

6 12.10.1 Work in a job classification shall be offered to employees in the  
7 classification. Beginning in June 2020, Summer work in classification will  
8 be offered first to the most senior applicant or applicants. Each Summer  
9 thereafter, a senior applicant who worked the prior Summer will not be  
10 eligible for assignment until all less senior applicants have had an  
11 opportunity.

12 12.10.2 Employees who work in their classification shall receive the same hourly  
13 wage and related prorated benefits (e.g., earned sick leave, holidays, and  
14 vacation time) as during the regular school year.

15 12.10.3 Employees who work in another classification during the Summer receive  
16 pay based on Step 1 of the classification as well as related, prorated  
17 benefits.

### 18 19 **ARTICLE XIII: PROCEDURES FOR LAYOFF**

20 13.1 Any layoff of bargaining unit members shall be conducted in accordance with  
21 the applicable provisions of the Education Code. The District agrees to notify the  
22 Exclusive Representative of any proposed layoff, reduction of positions, or reduction  
23 of hours prior to the Board of Trustees meeting that will consider the proposal.  
24 Upon demand, the District will meet and negotiate the effects of any layoff and/or  
25 the decision to reduce positions or hours.

26 13.1.1 Any employee who is to be laid off shall receive at least 60 days notice as  
27 provided by Education Code section 45117. Re-employment rights of  
28 employees shall be as set forth in Education Code sections 45298 and 45308.

29 13.1.2 In the event that the Education Code sections set forth in this paragraph are  
30 modified or superseded, layoff and re-employment rights will be governed by  
31 the Education Code provisions that are in effect at the time of the layoff.

32 13.2 In addition to the matters set forth above, the District agrees that the

1 following provisions shall apply to those employees who are served with a layoff  
2 notice:

3 13.2.1 Contributions for health and welfare benefits made pursuant to Article VIII of  
4 the current Collective Bargaining Agreement shall be made for the months of  
5 July and August.

6 13.2.2 Each employee will be allowed to utilize Personal Necessity Leave pursuant to  
7 Article VII, section 7.6, of the current Collective Bargaining Agreement for  
8 the purpose of seeking other employment.

9 13.2.3 Each employee who is laid off shall be offered employment as a substitute on  
10 a seniority basis in any job classification in the District for which the  
11 employee meets the minimum qualifications. Employees must notify the  
12 District of any job classification (other than the classification from which the  
13 employee was laid off) in which the employee seeks to be considered for  
14 employment as a substitute.

15 13.2.4 The District agrees that it will not contract out or use volunteers for services  
16 which result in the layoff of classified employees.

17  
18 **ARTICLE XIV: PERSONNEL FILES**

19 14.1 The personnel file of each employee shall be maintained at the District's  
20 Central Administration Office.

21 14.2 Employees shall be provided with copies of any derogatory written material at  
22 a reasonable period of time before it is placed in the employee's personnel file. The  
23 employee shall be given an opportunity during normal working hours and without  
24 loss of pay to initial and date the material and to prepare a written response to such  
25 material. The written response shall be attached to the material.

26 14.3 An employee shall have the right at any reasonable time without loss of pay  
27 to examine and/or obtain copies at the District Office of any material from the  
28 employee's personnel file with the exception of material that includes rating,  
29 reports, or records which were obtained prior to the employment of the employee  
30 involved.

31 14.4 All personnel files shall be kept in confidence and shall be available for  
32 inspection only to other employees of the District when actually necessary in the

proper administration of the District's affairs or the supervision of the employee.  
The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee of his/her CSEA Representative if authorized in writing by the employee.  
14.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was dated. Any written material placed in a personnel file shall indicate the date of such placement.

## **ARTICLE XV: EMPLOYEE MATERIAL AND EXPENSES**

15.1 Uniforms. The District will continue to provide rain wear, aprons, and gloves and provide the maintenance of the above-mentioned aprons.

15.2 Tools. The District will not require an employee to use his/her own tools, equipment and/or supplies.

If an employee does use his/her own tools, equipment and/or supplies the employee must bear any loss or damage to same.

15.3 Medical Examinations. The district agrees to provide the full cost of any medical or "fit-for-duty" examination required as a condition of continued employment, including but not limited to the provisions of Education Code section 45122 or its successor.

## **ARTICLE XVI: ORGANIZATIONAL SECURITY**

16.1 CSEA shall have the sole and exclusive right to receive payroll deduction for employee organization membership dues. The District shall honor the terms of the written agreement between CSEA and the employee with regard to the employee's membership in CSEA and shall deduct dues in accordance with the CSEA dues schedule from the wages of all employees who become CSEA members.

16.1.1 The District is not obligated to put into effect any new or changed payroll deductions until the pay period commencing 30 days or more after submission. There is no charge to CSEA for regular membership dues deductions.

16.1.2 The District's officers, agents, and/or representatives shall be neutral

1 regarding employees' decisions to belong to an employee organization or  
2 participate in its activities. No District officer, agent, or representative shall  
3 advise or instruct employees on the process to leave CSEA, but instead  
4 simply refer any questions to CSEA.

5 16.2 Hold Harmless and Indemnification. The Association shall indemnify and hold  
6 harmless and shall defend the District, its officers, agents, employees, from and  
7 against claims, demands, losses, judgments, liabilities, causes of action and  
8 expenses, including attorney fees and costs, of any kind or nature they may sustain  
9 or incur or which may be imposed upon them arising out of any legal challenge,  
10 court action, and/or action before PERB or other administrative agency challenging  
11 the legality, implementation, or constitutionality of the Association dues, automatic  
12 renewal provisions, or the underlying statutes.

13 16.2.1 The District shall notify the Association in a timely manner of any court,  
14 PERB, or other administrative action or proceeding that is filed against the  
15 District arising out of this Article.

16 16.2.2 The Association shall have the sole right to decide and determine whether  
17 any action or proceeding covered by this provision shall be compromised,  
18 resisted, defended, tried, or appealed.

## 19 20 **ARTICLE XVII: CONCERTED ACTIVITIES**

21 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-  
22 down, picketing or refusal or failure to fully and faithfully perform job functions and  
23 responsibilities, or other interference with the operations of District, Chapter #546  
24 or by any of this Association's officers, agents, or members during the term of this  
25 Agreement, including compliance with the request of other labor organizations to  
26 engage in such activity. In return, the District agrees that it will not lock-out  
27 employees.

28 The CSEA and its Chapter #546 recognize the duty and obligation of its  
29 representatives to comply with the provisions of this Agreement and to make every  
30 effort toward inducing all employees to do so. In the event of a strike, work  
31 stoppage, slow-down, or other interference with the operations of the District by  
32 employees who are represented by the Association, the Association agrees in good

1 faith to take all necessary steps to cause those employees to cease such action.

2 17.2 It is understood that in the event this Article is violated the District shall be  
3 entitled to withdraw any rights, privileges or services provided for in this Agreement  
4 from any employee and/or the Association.

5  
6 **ARTICLE XVIII: COMPLETION OF MEET AND NEGOTIATION**

7 18.1 The CSEA and District agree that they have had a full and unrestricted right  
8 to make, advance and discuss all matters which may be properly within the scope of  
9 meeting and negotiating according to State Law. The above and foregoing  
10 Agreement constitutes the full and complete Agreement of the parties and there are  
11 no other, oral or written, except as herein contained. The terms of this Agreement  
12 supercede and replace the 2016-2019 Collective Bargaining Agreement between the  
13 District and the Association as well as any and all addenda, memoranda of  
14 understanding, side-letters, or supplemental agreements that have been entered  
15 into by the parties prior to the ratification of this Agreement. The parties for the  
16 term of this Agreement specifically waive the right to raise new subjects whether or  
17 not the subjects were known to either party at the time of execution hereof as  
18 proper subjects for meeting and negotiating, except as provided by regulations of  
19 the Public Employment Relations Board (PERB).

20  
21 **ARTICLE XIX: EFFECT OF AGREEMENT**

22 19.1 It is understood and agreed that the specific provisions contained in this  
23 Agreement shall prevail over present and past District practices, procedures and  
24 regulations, and over State Laws to the extent permitted by State Law and that in  
25 the absence of specific provisions in this Agreement, such practices, procedures and  
26 regulations are discretionary with the District to the extent not prohibited by law.

27  
28 **ARTICLE XX: SAVINGS PROVISION**

29 20.1 If any specific provisions of this Agreement are held to be contrary to law by  
30 a court of competent jurisdiction, such provisions shall not be deemed valid and  
31 subsisting except to the extent permitted by law, but all other provisions will  
32 continue in full force and effect. Should any specific provisions of this Agreement be

1 declared invalid by a court of competent jurisdiction the parties agree to meet and  
2 negotiate with regard to the manner in which said portions of the Agreement be  
3 brought into compliance. Meeting and negotiating shall commence within 30 days  
4 after such determination.

5 / / / /

6  
7  
8 **RECOMMENDED FOR RATIFICATION**

9 By their signatures below the signatories certify that, as the authorized  
10 representatives of the District and the Association respectively, they will  
11 recommend its ratification and acceptance by the constituent parties.

12  
13 For the District

For the Exclusive Representative

14 By:

15 Dr. EMILIO HANDALL  
16 District Superintendent

By:

EUGENE COSTA  
Bargaining Chair

17 By:

18 PHYLLIS COMSTOCK  
19 CSEA Labor Relations Representative  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

1 **RATIFICATION AND ACCEPTANCE**

2 By affixing their signatures to this Agreement, the District and the  
3 Association acknowledge that this Agreement is binding upon the successors,  
4 devisees, administrators, employees, executors, and assigns of the parties hereto.  
5 The signatories represent that they are authorized representatives of the parties to  
6 this Agreement all actions necessary for the respective party to ratify and accept  
7 this Agreement as a binding and bilateral agreement have been completed in the  
8 manner required by that party or by the law, and that this Agreement is hereby  
9 entered into without the need for further ratification or acceptance.

10  
11 **GUADALUPE UNION SCHOOL**  
12 **DISTRICT**

**CALIFORNIA SCHOOL EMPLOYEES**  
**ASSOCIATION, CHAPTER #546**

13  
14 By: \_\_\_\_\_  
15 SHEILA MARIE C. CEPEDA,  
16 President, Board of Trustees

By: \_\_\_\_\_  
SILVIA ADAME  
President

17 Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020