Article 1
Preamble

1.1 Parties: This Agreement is made and entered into by and between the Santa Barbara Unified School District hereinafter referred to as "District" and the California School Employees Association and its Santa Barbara Chapter #37, an employee organization hereinafter referred to as "CSEA".

1.2 Purpose: This purpose of this agreement is to comply with the parties' obligation under the California "Rodda Act" (Government Code Sections 3540 et. seq.) by incorporating herein the complete agreement reached through negotiations.

1.3 Shared Commitment: The District and CSEA share a commitment to academic achievement and both parties resolve to continue to work collaboratively for improved academic achievement for all students.

Article 2
Recognition

2.1 Exclusive Representative: The District recognizes CSEA as the exclusive representative for classified employees holding those positions described in Appendix A, Bargaining Unit Classifications and Salary Ranges, attached hereto and incorporated by reference as part of this Agreement.

2.2 All new regular classified positions that are not certificated, management, confidential or supervisory shall be assigned to the unit. The District has authority to designate positions as management, confidential or supervisory. The District shall notify CSEA of the assignment or designation of a position. If requested by CSEA in writing within fifteen (15) days of such notification, the District shall meet with CSEA to discuss such assignment or designation.

2.3 The Bargaining Unit may be modified by mutual agreement of the District and CSEA subject to the procedure provided. The parties shall consult concerning unit inclusion or exclusion of newly created positions.

2.4 All disputed cases in Article 2 shall be submitted to the Public Employment Relations Board (PERB) for review.

Article 3
District Rights

3.1 Except as agreed in this Agreement, 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.

Article 4
CSEA Rights

4.1 All CSEA business activities will be conducted by employees and officials outside the established work hours, or as may be expressly and specifically authorized by the Superintendent or designee in his/her unlimited discretion, except as expressly provided for in this Agreement.

4.2 Up to a total of ten (10) hours per month of paid release time will be allowed the Chapter President or his/her designee(s). A minimum of forty-eight (48) hour prior notice for the use of such time shall be provided to the immediate supervisor(s) and the Coordinator, Classified Personnel. In the event of a conflict with release on a particular date, the parties will consider mutually agreeable alternate dates. A monthly accounting of release hours used shall be provided to the Coordinator, Classified Personnel no later than the tenth working day of the following month.

4.3 As provided by law, the District will accommodate requests for “Association leave” for unelected members of the bargaining unit, provided a minimum of forty-eight (48) hours prior notice is given, and that the “Association leave” applies at any one time only to a reasonable number of employees.

4.4 Two (2) elected chapter members shall be authorized five (5) days of District-paid release time to attend the annual CSEA conference as delegates. One additional elected member (for each additional 100 members in the bargaining unit) shall be authorized five (5) days of Chapter-paid release time to attend the annual CSEA Conference as delegates. Conference delegates shall not be from the same department or site.

4.5 Annually by January 31, CSEA shall inform the District of its appointed site representatives. The District shall provide no more than three (3) hours of paid release time for site representatives to receive training on their rights and obligations. The date and time of the training shall be mutually agreed upon by the parties.

4.6 The District agrees to grant CSEA access to unit members at their work location during the member’s meal or rest break or after normal working hours. Any CSEA representative shall, prior to contacting a unit member, make his/her presence known to the school principal or administrator-in-charge of the site they are visiting.

4.7 <u>Use of District Facilities:</u>

4.7.1 CSEA business and activities will be conducted in places other than District property except when a) an authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of business and activity to be conducted, and b) the Superintendent or designee can verify that such requested business and activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with a CSEA representative.

4.7.2 Up to a total of eight (8) hours-per-month of District-paid release time will be allowed for up to two (2) executive board officers or their designee, subject to the approval of the members’ supervisor. A monthly log of the hours requested shall be provided to the Coordinator, Classified Personnel.

4.7.3 The CSEA Chapter President or designee shall be allowed to participate in some reasonable portion of new employee orientations in order to present the particulars of CSEA representation and membership. This presentation shall in no way be interpreted or characterized as District endorsement of membership.

4.7.4 Release time purchased from the District pursuant to Education Code section 45210 shall include the proportional cost to the District of the released unit member's fringe benefits in addition to the unit member's base wages for the time released. Release time for participation in orientations by a CSEA chapter representative shall be processed in accordance with provisions of Article 4, section 4.7.2 above.

4.8 CSEA may make use of District designated bulletin boards, mailboxes, e-mail service, and mail service subject to the following conditions:

4.8.1 All postings on District designated bulletin boards, or items for the District mail service, or sent via District e-mail, must contain date of posting or distribution and identification of CSEA together with signed authorization of a CSEA officer or Field Representative.

4.8.2 A copy of such posting or distribution must be delivered to the Superintendent or his/her designee at the same time as posting or distribution.

4.8.3 No posting shall remain longer than necessary.

4.8.4 CSEA will not post or disseminate information which is defamatory of the District, its personnel or any person or group, or which may tend to induce disruption of normal District operations; such material will be subject to immediate removal by the District.

4.8.5 Use of physical facilities hereunder shall, within the limits of past practice, be without charge.

4.8.6 Every site shall have a designated bulletin board for CSEA use.

4.9 Seniority List: The District shall provide CSEA a hire date seniority roster of unit members within ninety (90) days of the effective date of this Agreement and thereafter annually by July 1. The seniority list shall include the unit member's name, current site/location, designated title, number of hours assigned per day, number of days assigned per week, number of months per year, and date the unit member first entered into classified service with the District; followed by the number of hours worked per day, number of days worked per year, and hire date in each subsequent classification worked.

4.10 Board of Education Agendas and District Documents: The District shall provide CSEA, free of charge, access to digital copies of Board of Education agendas and such public and non-confidential documents submitted to Board members in connection thereof that pertain to matters within the scope of bargaining. In addition, the District will provide CSEA, when submitted for public consideration by the Board of Education, paper or digital copies of first interim, second interim, unaudited actuals, and adopted budgets. Upon request the District shall provide to CSEA copies of any salary schedules, payroll information, contracts and agreements entered into by the District.

ARTICLE 5
ORGANIZATIONAL SECURITY

5.1 Membership and Dues Deduction:

5.1.1 District shall place CSEA-supplied membership packets in with all other new employee paperwork provided by the District to new hires (but not make any statement suggesting new hires must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US _ (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

5.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee about that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

5.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

5.2 Dues Deduction:

5.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

5.2.2 The District's managers, supervisors and confidential employees shall be neither positive or negative regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

5.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

5.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

5.3 Membership Information:

5.3.1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

5.3.2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

5.3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

5.4 Hold Harmless Provision:

5.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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

Article 6
Contracting Out

6.1 Work Preservation: There shall be no subcontracting or transferring out of the bargaining unit work except as provided under Education Code section 45103.1.

6.2 Work Transfer: During the term of this Agreement, the District agrees that it will not transfer bargaining unit work that has been customarily and routinely performed or is performable by unit members covered by this Agreement, unless specifically permitted by law.

6.3 Notification: This section shall not be interpreted as prohibiting the District from contracting out work under this section if such work cannot be performed by unit members because of current departmental work demands where the relevant job classification(s) are fully staffed, or because of the compelling health and safety nature

of the situation. The District shall notify the CSEA Chapter President in writing of any decision to contract out such work as soon as administratively possible but in no case later than three (3) work days following any performance of such work on a case-by-case basis.

6.4 Effects Bargaining: No contract for services which might affect members of the bargaining unit in the way of wages, hours, or other terms and conditions of employment, shall be let until the CSEA Chapter President has been given written notice of the District's proposed action no less than fifteen (15) work days in advance. After the notice has been given, CSEA shall, as soon as possible but in no case more than seven (7) work days thereafter, present any demands to bargain over a decision to contract out and/or the effects thereof.

6.5 Grievance: In the event CSEA deems a violation of this article has taken place, any grievance filed shall be accorded priority status for filing at Level II of the grievance procedure. If the issue goes to binding arbitration, the District and CSEA will ask for expedited arbitration.

Article 7
Use of Volunteers

7.1 The work of parents, students, local experts, and other volunteers make an important and appreciated contribution to the school community. At the same time, the District and CSEA recognize that precautions must be taken to guarantee that our facilities and programs are not compromised.

7.2 The District will use volunteers to the extent allowed by Education Code sections 35021, 45349 and 51101.

7.3 Any volunteer work performed by classified unit members shall be in accordance with federal and state laws.

Article 8
Hours

8.1 Workweek: The regular workweek of a unit member shall be forty (40) hours Monday through Friday and subject to Education Code section 45127(a).

8.2 Workday: The work day shall be eight (8) hours and subject to Education Code section 45127(a). Each unit member shall be assigned a fixed, regular and ascertainable number of hours.

8.2.1 On any school day during which students would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay and shall either be in attendance or be on approved leave. Such days which occur after the unit member's first day of work for the school year and before the unit member's last day of work for the

school year, shall appear on the unit member's official work year calendar as scheduled working days. An in-service day for the site at which the unit member is working may not be calendared on the unit member's official work year calendar as a non-work, non-paid day.

8.3 Flexible Workweek: The District may have an operational need to establish a flexible workweek for current unit members. A flexible workweek is defined as any five (5) work days in a regular calendar week (Sunday through Saturday). The assigned schedule of a flexible workweek shall be fixed and consistent throughout the assignment except as noted below for holidays. A flexible workweek shall be initiated by the District and commenced upon by mutual agreement of the unit member and his/her immediate management supervisor. A flexible workweek shall not be imposed on an existing employee against his or her will. The District may establish a flexible workweek for vacant positions prior to the time of hire. Unit members who either work Saturday and/or Sunday in a flexible workweek shall receive shift differential premium pay in the amount of one hundred ($100) per month for each month of the flexible workweek.

8.3.1 The flexible workweek can revert to a regular Monday through Friday workweek upon the request of the immediate management supervisor or the unit member via a ten (10) working day written notice from either party.

8.3.2 In no event shall a unit member on a flexible workweek assignment lose any paid holiday to which they are entitled.

8.3.3 Unit members on a flexible workweek assignment shall have an accessible (within the District boundaries) immediate supervisor or management designee available in the event of an emergency for all days of their workweek.

8.3.4 CSEA shall receive notice of all unit members on a flexible workweek schedule at the beginning of each school semester.

8.4 For each classified assignment the District shall designate the hours of the workday at the time of hire. The starting and ending times for all unit members shall not be changed from the unit member's original starting or ending times unless by mutual agreement between the unit member and his or her immediate management supervisor.
In the event there is a bona fide need for a change of hours, but mutual agreement between the unit member and immediate management supervisor cannot be reached, the District and CSEA shall meet to negotiate a resolution.

8.5 Part-Time Hours: The workweek for any part-time unit member regularly scheduled to a workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days.

8.5.1 Unit members who work additional hours shall receive fringe benefits (sick leave, vacation accrual, and holiday pay), based upon the total number of daily hours assigned per Education Code section 45136.

8.6 Playground Supervisor Assignments: The following shall apply to unit members who work in additional Playground Supervision assignments:

8.6.1 Part-time unit members will be provided the opportunity to work in extra Playground Supervisor assignments at Range 16 of the classified salary schedule, at whatever salary step they have obtained at the time3 of accepting a Playground Supervision assignment. Playground Supervisor assignments of permanent or probationary bargaining unit members shall be made by the site administrator at the school where the assignment is located. The Site Administrator shall notify Human Resources of the assignment. In no instance shall the Playground Supervisor hours when combined with the unit member's regularly scheduled hours per day exceed a total of eight (8) hours per day.

8.6.2 When a permanent or probationary unit member also works in a Playground Supervisor assignment, the time worked in the Playground Supervisor assignment shall be added to the unit member's regularly assigned hours for purposes of computing eligibility for benefits per Education Code section 45136.

8.6.3 An assignment of a regular Classified employee to a Playground Supervisor assignment shall be considered as an additional assignment and may only be discontinued by written request of the unit member or through the layoff process.

8.6.4 The performance by any part-time classified unit member of Playground Supervision duties is voluntary and may not be imposed upon the unit member as a condition of employment.

8.7 Meal Period: All unit members whose work day is more than five (5) hours or who have been assigned to work more than five (5) hours in one day shall be entitled to an unpaid duty-free lunch period of at least thirty (30) minutes scheduled at or near the midpoint of each work shift or as near a normal meal time as possible. Scheduling of a meal period shall be subject to operational needs. If a unit member's meal period is interrupted for any work-related reason, the unit member shall start a new uninterrupted thirty (30) minute meal period.

8.7.1 A meal period shall not be taken or used to reduce or extend the work day in any way.

8.8 Rest Periods: Unit members who work an assigned shift of at least four (4) hours shall be granted rest periods of fifteen (15) minutes near the middle of each four (4) hour work period. The time for the break shall be mutually agreed upon between the unit members and their supervisors. Special shifts or special duties may modify actual practice, but not the basic intent of this rule. Rest periods shall be considered time worked for pay purposes.

8.8.1 A rest period shall not be taken or used to reduce the unit members work day.

8.8.2 If a unit member's rest period is interrupted for any work-related reason, the employee shall commence a new uninterrupted fifteen (15) minute rest period.

8.8.3 The District shall make available at each work site lunchroom and restroom facilities for staff use.

8.9 Special Time Off:

8.9.1 Voting – If a unit member's work schedule is such that it does not allow sufficient time to vote, the District shall allow sufficient time up to two (2) full hours for such voting by the unit member without loss of pay. The unit member shall notify his/her supervisor two (2) working days in advance of the need. The two shall agree to take the time at the beginning or end of the shift.

8.9.2 CSEA General Meetings: Unit members whose normal work hours fall during CSEA general membership meetings shall be allowed, upon at least 24 hours advance arrangement with their supervisors, to leave their jobs and attend the meeting unless a special activity at the work site cannot be covered. These unit members shall sign an attendance roster at the meeting and shall be responsible for making up the time taken off to attend the meeting.

8.10 Split Shift:

8.10.1 Definition: A work schedule that is interrupted by non-paid non-working periods established by the employer.

8.10.2 Split shift schedules will only be allowed for unit members assigned to the Child Development program, and must be arranged by mutual written agreement between the management supervisor and the unit member. Split shifts will be assigned to unit members on a voluntary basis.

8.10.3 The District will notify CSEA of all split shift assignments.

8.11 Work Year: Unit members shall be compensated for services performed for the number of days/hours as assigned by the District.

Article 9
Wages

9.1 Base Wages:

9.1.1 The parties agree that the base salary schedule (Appendix B) shall increase by two (2) percent, effective July 1, 2018. In addition, Steps 10 through 25 on Appendix B shall be increased by .4 percent, effective July 1, 2018.

9.1.2 All unit members shall advance one step on the current salary schedule (Appendix B) on July 1 of each fiscal year. Unit members hired or promoted on or after March 31 of any fiscal year shall receive their step increase on July 1 of the following fiscal year.

9.2 Career Increment Pay:

Unit members shall earn career increment pay according to the schedule

attached hereto as Appendix B.

9.3 Paychecks -- Procedures in connection with paychecks shall be as follows:

9.3.1 Frequency – once monthly. To the extent within control of the District, all unit members in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day.

9.3.2 All nine (9) and ten (10) month unit members will be paid September through June in ten (10) equal payments. If the assignment begins in August, eligible unit members will receive appropriate Public Employee Retirement System (PERS) service credit. Unit members working eleven (11) months per year shall be paid August through June.

9.3.3 Errors: Any payroll and/or payroll reporting errors resulting in insufficient payment for a bargaining unit member shall be corrected and a supplemental check issued within the five (5) working day timeframe required by Education Code section 45167.

9.3.4 Overpayments: Any unit member who is overpaid shall meet with the Payroll Coordinator within five (5) days of being notified of the overpayment. The unit member and Payroll Coordinator will attempt to create a repayment plan to reimburse the District. Unit members who fail to comply with this section may be referred for legal action.

9.3.5 Deferred Net Pay: Upon submission of an application form to the Payroll Department, unit members who work less than twelve (12) months may receive salary payments over a 12-month period.

9.4 Salaries on Change of Status:

9.4.1 Promotion:

a. A unit member who hereafter receives a promotion to a classification allocated to a higher salary range shall be paid at the same step in the higher salary range as the unit member was on his/her former classification.

b. Appointment of a unit member to a classification with a salary range equal to his/her current range shall not be considered a promotion and shall not warrant a salary increase.

9.4.2 Demotion:

a. A unit member who is demoted to a position in a classification with a lower salary range shall be on the same step of the lower salary range as he/she held on the range from which demoted.

b. There shall be no change in anniversary date under 9.4.2 (a).

9.4.3 Reclassification:

a) If a unit member's position is reclassified to a classification having the same salary range, the range and anniversary date of the incumbent shall not change.
b) If the position is reclassified to a classification that has a higher salary range, the incumbent shall be paid at the same step in the new range. This reclassification shall not affect the anniversary date of the incumbent.
c) When a unit member's position is reclassified to a lower paid classification, and the unit member's rate of pay prior to such classification falls within the salary range of the classification to which the position is reclassified, the unit member shall be placed in the step of the new classification's lower salary range closest to (but not lower than) the unit member's rate of pay prior to the reclassification. If the maximum step of the lower salary range is less than the unit member's rate of pay prior to the reclassification, the unit member shall retain his rate of pay, and the rate shall be identified as the "Y" step, at which time the unit member shall be placed in the maximum step of the lower salary range.

Article 10
Summer Work

10.1 The District retains its discretion to determine staffing levels, positions, and classifications for all classified bargaining unit work needed to operate summer programs.

10.2 The District will post summer employment opportunities on the District's website in a timely manner. Unit members interested in summer work will apply in the normal manner and be invited to interview.

10.3 No unit member employed for less than twelve (12) months annually may be required to perform summer duties, but any/all unit members who desire summer employment may apply for available positions.

10.4 Unit members currently serving in the posted job classification and who apply for summer employment shall be placed first.

10.5 If there are not enough applications for available summer assignments from unit members currently serving in the posted classifications, the District may employ qualified unit members from other classifications who have applied for summer employment.

10.6 If positions remain unfilled after the District has offered positions to unit members from other classifications, the District may employ non-bargaining unit members.

10.7 Unit members who work summer assignments shall be compensated at the salary range (including fringe benefit accrual and usage) for the position they are working in during the summer, but shall maintain the same step on the salary schedule as their regular, non-summer assignment. For example, a Paraeducator I - Special Education, whose normal assignment is at Range 25, Step 5 on the salary schedule, but accepts a summer position as a Paraeducator – General Ed (Range 20), will be compensated at Range 20, Step 5.

Article 11
Overtime/Compensatory Time Off

11.1 Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any workweek.

11.1.1 Except as otherwise provided herein, all assigned overtime hours as defined in this Article shall be compensated at a rate of pay equal to one and one half (1 ½) times the base rate of pay of the unit member. Unit members may not extend their regularly scheduled hours into overtime without the prior knowledge and approval of their immediate supervisor.

11.1.2 Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or on any one shift, or in excess of forty (40) hours in any calendar week.

11.1.3 Overtime may be worked prior to the regularly assigned starting time or subsequent to the assigned quitting time or as otherwise defined in Education Code sections 45128, 45129 and 45131.

11.1.4 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) day of work.

11.1.5 Overtime shall be distributed and rotated as equally as practical among qualified unit members within each appropriate department.

11.2 Compensatory Time Off (CTO): Unit members shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work with the written approval of the supervisor. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime is worked.

11.2.1 Compensatory time off shall be granted at the appropriate rate of overtime.

11.2.2 Compensatory time shall be taken at a time mutually agreed to by the unit member and the immediate supervisor within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the unit member for all such time at the appropriate overtime rate.

Article 12
Shift Premium Pay

12.1 Any unit member who works 50% or more of their regular shift after 5:00 p.m. shall be paid a shift differential premium of one hundred ($100) per month.

Article 13
Floater Premium Pay

13.1 Definition: A floater is a unit member assigned to a primary worksite, but who may, depending on the needs of the District, be required to perform his/her duties at an alternate site on any given work day. Unit members serving in designated floater positions shall receive a premium pay of one hundred twenty-five ($125) per month, as well as mileage reimbursement at the prevailing rate allowable by the IRS. Upon the unit member's request, and provided the employee can establish a bona fide need to use public transportation for travel between work sites, the District will furnish the employee a monthly bus pass.

Article 14
Language Services Premium Pay

14.1 Definitions:

Interpreting: The *oral* process of relaying a message from one language into another without adding, deleting, or changing the content or intent of the message.

Translating: The *written* process of rendering a written document from one language into another without adding, deleting, or changing the content or intent of the message.

Regularly: Means at the same time every day, week, month; on a regular basis; very often; or at regular intervals.

14.2 Designated Positions:

The District has designated positions (indicated in Appendix A with a plus (+) sign) eligible to receive the Language Services premium.

14.3 Level I Bilingual:

Definition: Performance of regular job duties in English and another language.

14.3.1 Unit members who regularly provide Level I services and have passed the District's oral assessment shall be paid a monthly premium of one hundred ($100).

14.4 Level II Interpreting-Translating:

Definition: Performance of intermediate interpreting in a variety of settings, including meetings, conferences and school events and/or intermediate level translating of documents, forms, bulletins and other documents of a general or routine nature.

14.4.1 Unit members who regularly provide Level II services and have passed the District's oral and written assessments, and completed The Community Interpreter Training (60 hours), shall be paid a monthly premium of two hundred ($200).

14.5 Level III Interpreting-Translating:

Definition: Performance of advanced level interpreting during encounters such as parent-teacher conferences, Special Education IEP meetings, counseling, disciplinary or employment-related interviews, and/or translating more complex or critical documents.

14.5.1 Unit members who regularly provide Level III interpreting and/or translating services and have passed the District's oral and written assessments, and completed The Community Interpreter Training 60 hours), shall be paid a monthly premium of three hundred twenty-five ($325).

14.6 The District shall retain the right to determine appropriate instruments for testing of applicants for award of the premium, as well as prerequisite courses or training programs. The District shall further retain the right to re-evaluate unit members every three (3) years to insure unit members remain qualified to provide language services.

14.7 School site or department managers shall devise a rotation schedule to ensure that appropriately qualified, as defined in this Article, unit members have the opportunity to provide interpreting-translating services.

14.8 Unit members receiving premium pay must provide services upon request of a management supervisor, provided the request is made during the unit member's normal work day and is within their capabilities, and does not adversely impact performance of the unit member's primary duties and responsibilities. Unit members shall be notified of the assignment as soon as it is scheduled and shall be provided with relevant materials (i.e., supporting documents, reports, etc.) in order to prepare, as soon as available. It is the unit member's responsibility to notify CSEA in the event of a dispute over adverse impact. The District and CSEA agree to meet to resolve any issues of adverse impact.

14.9 Positions occupied by unit members that do not currently provide language services and/or do not receive a monthly premium shall not be required to perform language services as a condition of employment.

Article 15
Uniform Allowance

15.1 The District will reimburse unit members serving in Food Service cafeteria positions up to one hundred fifty ($150) each fiscal year (July-June) for uniform shirts or pants. The Director of Food Service will approve all requests for reimbursement.

15.2 Unit members assigned to Maintenance & Operations, Grounds, Custodial, Warehouse or ETS, shall be provided six (6) shirts by the District within 120 days of employment. Uniform shirts must be maintained in good condition by the unit member and worn while the unit member is on duty. Uniform shirts are not to be worn by unit members when they are not on duty. At its discretion, the District may replace up to three (3) shirts per year. Unit members may substitute District polo-style shirts for regular uniform shirts. If approved by an administrator or assigned supervisor, unit members may substitute two (2) District T-shirts for every one (1) District uniform shirt.

15.3 Unit members serving as Campus Safety Assistants shall be provided with polo or T-shirt-style shirts within thirty (30) days of employment. The school site will supply up to five (5) shirts per unit member. Shirts must be maintained in good condition by the unit member and worn while the unit member is on duty. Shirts are not to be worn by unit members when they are not on duty. At its discretion, the school site shall replace up to three (3) shirts per year.

Article 16
Use of Personal Vehicle

16.1 A unit member who uses his/her own vehicle in the performance of their assigned duties shall be reimbursed at the prevailing rate allowable by the IRS

Article 17
Unscheduled Call to Work

17.1 Minimum Call In Time: Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at his/her hourly rate as contained in this Agreement. Such time shall be paid at their straight time rate or their overtime rate as are other hours worked under this Agreement.

17.2 Call Back Time: Any unit member called back to work after having completed his/her regular shift for the day shall be compensated for at least two (2) hours. The two (2) hour provision does not apply to extensions of shifts prior to departure of the unit member. If the total hours worked for the day exceed eight (8) hours, the extra hours worked shall be considered as overtime and paid at time and one-half.

17.3 When such call-back time has been scheduled in advance, a unit member called back to work shall be assigned duties within his/her classification for the two (2) hours for which he/she is being paid.

17.4 Other Hours Worked: Any unit member required by the District to report or remain on duty fifteen (15) minutes or more before, or after, the start or completion of his/her regular assignment shall be paid as other hours worked under this Agreement. This section applies when a site administrator or department manager calls a meeting that is mandatory for unit members.

Article 18
Working Out of Classification

18.1 A unit member who is assigned duties inconsistent with his/her job classification and which are of a higher level of responsibility for a period of at least five (5) days in the higher classification will have his/her salary adjusted as follows:

18.1.1 To the unit member's current step of the salary range of the higher classification for the entire period he/she is required to work out of classification.

18.1.2 For purposes of this section, "regular rate of pay" shall refer to the salary range and step of the unit member exclusive of any differentials or premiums applied

to that rate. Any differentials or premiums will be applied to the out of class rate of pay in the same manner as they are applied to the regular rate of pay.

18.1.3 Selection of unit member's for out of classification assignments shall be based on the ability of the unit member to perform the duties of the higher level position as determined by the supervisor. When there are more than two unit members who have the requisite skills for the assignment and who have expressed an interest in the assignment, the assignment shall be made by seniority in the District.

Article 19
Orientation and Training

19.1 When the District requires a unit member to attend a training session or otherwise engage in training of any kind as a condition of employment for the unit member's classification, the unit member shall receive compensation as follows:

19.1.2 When the training occurs, the unit member shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

19.1.3 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regular workday, or forty (40) hours in a workweek, the unit member shall be paid at the overtime rate appropriate for that day or time at which the training occurs.

19.1.4 Unit members shall be paid for travel time that is beyond the unit member's regularly assigned working hours.

19.1.5 All direct costs for District required training or instruction shall be paid for by the District.

19.1.6 Part-time unit members can be required to attend in-service, trainings, workshops or meetings which are scheduled before or after their regular assigned time. The District shall provide reasonable notice of such workshops or training sessions. Part-time unit members will be paid for attending any required in-service, training, workshop or meeting.

19.1.7 When the training causes a conflict with a unit member's second job, the District will attempt to make such training accessible at a different time, provided the unit member presents proof of the schedule conflict.

19.1.8 The District will not compensate unit members for costs associated with the maintenance or renewal of licenses or certifications that are conditions of the unit member's job classification.

Article 20
Transfers

20.1 Initiation:

Transfers of unit members may be initiated by the District or requested by the unit member at any time. The unit member shall be given ten (10) working days written notice from Human Resources prior to the effective date of his/her transfer. The affected unit member will be notified of his/her right to have CSEA representation at a conference which will be held, at the unit member's request to Human Resources, between the appropriate management representative and the unit member in order to discuss the transfer including options, if any, prior to the transfer becoming effective. In any event, prior to making a transfer that has not been requested by the unit member to be transferred, the District shall meet with the CSEA Chapter President and/or designees to discuss the proposed transfer.

20.2 Definition:

For purposes of this section, a "transfer" shall mean the reassignment of a unit member from one position to another position in the same classification or to a position in a similar or related classification with the same salary range.

20.3 Unit Member Request:

A unit member desiring a transfer shall file a written request with Human Resources designating the specific assignment desired. Human Resources shall maintain the unit member's request for transfer during that calendar year. Unless the transfer request is renewed by the unit member, it shall be removed from the transfer file.

20.4 New or Vacant Positions:

20.4.1 When a new position is created or an existing position becomes vacant, the District shall, prior to filling the position, give first consideration to those unit members with transfer requests on file, provided that the unit member meets the established qualifications for the vacant position. If the transfer is denied, the unit member will participate in the interview process for further consideration.

20.4.2 Unit members who are denied a transfer shall be notified within five (5) working days after recruitment is completed and may request a meeting with Human Resources to discuss the reasons for denial. The final selection is within the sole discretion of the District.

20.5 Status:

Transfers shall not change the unit member's salary rate, anniversary date or accumulated benefits. However, if the unit member is transferred to another classification, his/her seniority in that classification shall begin on the effective date of the transfer.

Article 21
Evaluations

21.1 General: The primary purpose of the evaluation process shall be the assessment of unit members' skills in relation to their specific classifications. The performance evaluation process shall be conducted in good faith with the objective of accurately assessing the unit member's knowledge, skill, and abilities, as well as to identify areas in need of improvement. No evaluation or Performance Improvement Plan shall serve as a disciplinary notice.

The major components of the performance evaluation shall include:

a) An initial conference with the new unit member shall take place within the first two months of employment in which the standards, goals, objectives and expectations of the evaluator will be discussed. The initial conference will also include the standards, goals, objectives and expectations consistent with the classification specification for the position that the unit member holds.
b) An explanation of the performance evaluation process at this initial conference.
c) Monitoring and/or observation of the unit member's work for use in the performance evaluation process shall be conducted openly and with the full knowledge of the unit member.
d) Performance evaluations shall be recorded on standard forms which shall be developed mutually by the District and the CSEA.
e) No performance evaluation document or Performance Improvement Plan shall become a part of a unit member's personnel file until the unit member has had an opportunity to review the document and has been informed of his/her rights to include a rebuttal.
f) The evaluation form shall identify any/all individuals who provided input to the evaluator.

21.2 Procedure for Probationary Unit Members:

21.2.1 All probationary performance evaluations shall be conducted using the formal District performance evaluation form.

21.2.2 Probationary unit members shall be evaluated at the end of the fourth and again before the end of the eighth month of service.

21.2.3 All promotional probationary evaluations shall be conducted using the formal District performance evaluation form.

21.2.4 Unit members in promotional probationary status shall be evaluated at the end of their fourth month of service in the promotional position.

21.2.5 Probationary performance evaluations shall be conducted by the management employee directly responsible for the unit member's work. In a situation where a unit member may serve in a lead capacity over another unit member, the lead unit member shall prepare a written statement providing input and observations of the unit member's performance for use by the

management employee in preparing his/her formal evaluation. The lead unit member shall not conduct the evaluation nor shall his/her report become an attachment to the final performance evaluation.

21.2.6 The evaluator shall discuss the performance evaluation with the unit member and provide information relative to the content of the evaluation.

21.2.7 Any narrative that concludes that a unit member's job performance needs improvement shall be accompanied by a specific plan of improvement which includes action goals, steps for their completion, a target completion date, and the resources or assistance the evaluator will provide the unit member. The unit member shall participate in the development of action goals.

21.2.8 A copy of the completed evaluation document and/or Performance Improvement Plan, signed by the unit member and the evaluator, shall be placed in the unit member's personnel file at the District Office. The signing of such document by the unit member shall not imply the unit member's agreement with its contents. At the time the evaluation and/or Performance Improvement Plan is signed by the unit member, he/she will receive a copy of the evaluation and/or Performance Improvement Plan for his/her records.

21.3 Right of Rebuttal: The unit member shall have the right to submit a written statement to the performance evaluation or Performance Improvement Plan. Such statement shall be submitted to the Coordinator, Classified Personnel and shall become a permanent attachment to the copy of the performance evaluation in the unit member's personnel file.

21.4 Procedure for Permanent Unit Members:

21.4.1 The intent of the evaluation process for permanent unit members is to provide more frequent but less formal performance feedback. This is to be accomplished by means of face-to-face check-in's and may be initiated by the unit member or supervisor/manager.

21.4.2 While the content of a check-in is at the discretion of the supervisor or manager, it is recommended that the content elicit information about what the unit member is working on, what the unit member needs from the supervisor or manager in order to be effective, and how the unit member perceives the results he/she is producing.

21.4.3 At least once each fiscal year, supervisors and permanent unit members shall hold a coaching/counseling session to exchange feedback and discuss the unit member's performance, goals, challenges, and needs.

21.4.4 In the event that a supervisor/manager can demonstrate that the work performance of a permanent unit member needs improvement, the supervisor/manager and unit member shall meet and jointly develop a Performance Improvement Plan that shall include action goals, steps for their completion, a target completion date, and the resources or assistance the evaluator will provide the unit member. The agreed upon plan shall be documented on a standard form that will become part of the unit member's official personnel file.

21.4.5 The unit member shall have the right of rebuttal to the Performance Improvement Plan as described in Section 21.3.

21.5 Work Performance and Discipline:

21.5.1 If a unit member's work performance fails to improve after completion of the Performance Improvement Plan, the procedures of progressive discipline outlined in Article 22 will apply.

21.6 Grievability: Unit members shall have the right to grieve procedural violations of this article.

Article 22
Disciplinary Action and Appeal

22.1 Definitions:

22.1.1 Discipline: Discipline is defined as an action by the District against a unit member for just cause for an infraction of District policies, rules or regulations.

22.1.2 No member of the classified service shall be disciplined because of his/her actual or perceived race, ancestry, color, national origin, religious creed, sex, sexual orientation, genetic information, genetic expression, age, mental/physical disability (including AIDS), medical condition, pregnancy, veteran status, gender, gender identity, gender expression, marital status, economic status, political affiliation, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement.

22.1.3 A permanent classified unit member may be disciplined by the Superintendent for cause as provided in these rules, except that such action shall not be effective until written charges are filed and served upon the unit member and the Board of Education has taken action as provided herein.

22.2 Progressive Discipline:

22.2.1 The following procedures of Progressive Discipline shall ordinarily be applied to provide unit members the opportunity to improve and correct unacceptable work habits or negative behaviors. Except in the case of gross misconduct (i.e., a felony offense, theft, assault on another employee or student), which might lead to immediate discipline, the progression shall be as follows:

a) Verbal warning
b) Written reprimand
c) Suspension without pay or demotion
d) Dismissal

22.3 Causes for Disciplinary Action:

22.3.1 Causes for disciplinary action against a permanent unit member include, but are not limited to the following:

a) Incompetence or inefficiency in the performance of assigned duties or responsibilities.
b) Sexual harassment, racial discrimination, or abuse of students or employees.
c) Abandonment of position (i.e. unauthorized absence for five (5) consecutive work days.)
d) Refusal to perform duties requested by direct supervisor without reasonable cause.
e) Conviction of a sex offense or a narcotics offense as defined in Education Code Sections 44010 and 44011.

f) Use or possession of intoxicants or illegal drugs while on duty, or reporting to work while intoxicated.
g) Use or possession of intoxicants or illegal drugs while off duty which has adverse effect on the District.
h) Theft, misuse or abuse of District property.
i) Neglect of duty (i.e. failure to perform regularly assigned tasks or follow approved safety procedures.)
j) Dishonesty (i.e. stealing, lying, fraud, theft, falsifying records or reports.)
k) Violation of federal or state laws, Board policies, or lawfully promulgated safety rules of any governmental agency.
l) Abuse of leave privileges or a record of excessive absenteeism (i.e., excessive or patterned absenteeism or tardiness, absence without leave.)
m) Violation of acceptable use of technology policy or regulation.

22.4 Right to Representation:

22.4.1 Unit members always retain the right to CSEA representation at any level of Progressive Discipline, as well as other disciplinary procedures. The provisions of the due process procedure are designed to ensure that the rights of the public service and the rights of the unit member subject to discipline are protected.

22.5 Warnings and Reprimands:

22.5.1 Verbal Warnings: Verbal warnings will not be given to the unit member unless he/she was previously made aware of the performance standards. A verbal warning may be documented for the supervisor's site or department file, but shall not be placed in the unit member's personnel file.

22.5.2 Written Reprimands: Written reprimands will not be given to the unit member unless he/she has been given a verbal warning about the alleged misconduct within the last twelve (12) months. Written reprimands shall be placed in the unit member's personnel file.

22.5.3 Any unit member who has been issued a written reprimand shall acknowledge receipt of the original by signing a copy; however, signing does not indicate an admission of guilt.

22.5.4 A copy of the written reprimand shall be placed in the unit member's personnel file and he/she will be afforded his/her right to attach a statement in accordance with Education Code section 44031.

22.6 Notice of Disciplinary Action:

22.6.1 Human Resources may initiate disciplinary action on behalf of the Superintendent against a permanent classified unit member. A notice of such intent shall be served upon the unit member either in person or by registered/certified mail, return receipt requested, to the unit member's last known mailing address. The Notice shall include the following:

a) A statement of the cause(s) for disciplinary action and the level of discipline being recommended.
b) Notice of the unit member's right to appeal the recommended discipline and the time and manner in which his/her demand to appeal must be filed.
c) A document, when signed and returned, that shall constitute a "Demand for Skelly Meeting" and a denial of all charges.
d) The unit member's right to be accompanied by a CSEA representative or, upon written release of the CSEA, by other representative of his/her choice. In deciding on a representative, the unit member shall not unreasonably postpone the Skelly meeting.
e) Notice of the date, time and place of the Skelly meeting.

22.7 Skelly Procedure:

22.7.1 The Skelly meeting provides an informal opportunity for the unit member to respond to the charges before discipline is imposed. The meeting shall be conducted by a senior administrator (the "Skelly Officer") not a party to the initial decision who has the authority to reduce or overturn the recommended discipline. The Skelly Officer shall not have the authority to recommend an increase in the recommended discipline.

22.7.2 Failure of the unit member to appear at the scheduled meeting or to reschedule the meeting to a mutually agreed upon date and time, shall be deemed a waiver of the unit member's right to informally appeal the proposed disciplinary action, and within ten (10) working days the charges will be forwarded to the Board of Education for action. The unit member will be notified of the Skelly Officer's decision in accordance with section 22.7.3 to 22.7.5; if termination is the recommendation, the District may relieve the unit member from active duty and paid status.

22.7.3 Within ten (10) working days of the Skelly meeting, the Skelly Officer will present his/her written decision to the Board of Education and the unit member. If the decision sustains the disciplinary recommendation the matter shall be placed on the next Board of Education agenda for action.

22.7.4 When the Skelly Officer presents his/her written decision to the Board of Education, the Superintendent or designee shall notify the unit member by US mail (registered/certified, return receipt requested) to the unit member's last known address or by personal service that the disciplinary charges have been filed with the Board of Education.

22.7.5 Notification to the unit member shall include the following elements:

a) A statement of the cause for the action taken.
b) A statement of the action proposed to the Board of Education.
c) A statement that the unit member has a right to appeal the decision of the Skelly Officer to the Board of Education if demanded within ten (10) working days after service of the notice to the unit member.
d) A form or document, the signing and filing of which shall constitute a demand for hearing and denial of all charges. A demand for hearing form or notice of appeal shall be filed by delivering the form or notice to the Human Resources office during normal business hours. The form or appeal may be mailed to Human Resources but must be received or postmarked within ten (10) working days from the unit member's receipt of the notice of disciplinary action.

22.7.6 If the unit member does not file a demand for an appeal within the time specified, the unit member shall be deemed to have waived his/her right to appeal. The Board of Education may then move to consider the recommendation, and if found appropriate, order immediate implementation of the recommendation.

22.7.7 In the event that the Skelly Officer's decision recommends termination, the District may relieve the unit member from active duty and paid status upon completion of the Skelly procedure and prior to the appeal process. If the disciplinary action is later overturned, the Board of Education will return the unit member to paid status retroactive to the date the non-paid status was initiated.

22.8 Board of Education Appeal Hearing:

22.8.1 Representatives of the unit member and the Board of Education shall select a hearing officer from a list of five (5) hearing officers on the roster of the American Arbitration Association. Selection shall be made by mutual agreement or by alternately striking names from the list until only one name remains. The hearing officer shall be considered the designee of the Board of Education to conduct the hearing and report findings, conclusions, and recommendations to the Board of Education and the CSEA.

22.8.2 The District and the unit member shall each have the right to compel attendance of any other employees of the District to testify, to cross examine all witnesses, to present such exhibits and/or other evidence as may be ruled relevant to the case. Technical rules of evidence shall not strictly apply. Whereas the District bears the burden of proof, the District shall be responsible for the creation of a complete and accurate record of the proceedings.

22.8.3 The unit member shall have the right to appear in person on his/her own behalf with designees or representation provided by the CSEA, or the unit member may request to present his/her own defense. At his/her option a unit member may engage outside counsel by providing a signed waiver of representation to the CSEA. The District may be represented by counsel.

22.8.4 Counsel/representatives for the respective parties shall exchange witness lists at least five (5) working days prior to the hearing.

22.8.5 The hearing shall be held at the earliest convenient date, considering the established schedule of the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the date, time and place of the hearing. In the event the District cannot schedule a hearing and arrange for counsel and witnesses within forty-five (45) calendar days of the Skelly Officer's recommendation to the Board of Education, the CSEA or unit member may request a waiver of the provisions of section 22.7.7, and be returned to paid status until the recommendation of the hearing officer is rendered.

22.9 Final Decision:

22.9.1 The recommendation of the hearing officer shall be advisory to the Board of Education whose decision shall be final unless the unit member can prove that the disciplinary process has been violated. A copy of the Board of Education's decision shall be delivered to the unit member and his/her designated representative by personal service or by certified/registered mail to the unit member's last known address.

Article 23
Grievance Procedure

23.1 Definitions:

23.1.1 A "grievance" is a formal written allegation by the CSEA or by a unit member that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Action to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education or by the administrative regulations and procedures of the District are not within the scope of this procedure.

23.1.2 A "grievant" is any unit member covered by the terms of this Agreement.

23.1.3 A "day" is any day in which the central administrative office of the District is open for business.

23.1.4 The "immediate supervisor" is the lowest level non-unit supervisor/manager designated by management to administer grievances and having immediate jurisdiction over the grievant.

23.2 Representation:

23.2.1 The CSEA Job Stewards and the grievant will receive paid time off from duties for the processing of grievances pursuant to this grievance procedure. The unit members who are designated as Job Stewards are subject to the following conditions:

a) By no later than sixty (60) days following the signing of this agreement, the CSEA will designate in writing to the Superintendent the number of unit members, by work location and name, who are entitled to receive time off as Job Stewards. The total number of Job Stewards shall not exceed thirty (30).
b) The number of designated Job Stewards in attendance at grievance conferences and hearings shall be limited to one (1) except in the case of a newly appointed, inexperienced Job Steward; such Steward may request the assistance of the Chief Job Steward when handling his/her first grievance process.
c) No less than one (1) full workday prior to release from duties for grievance processing, the designated Job Steward shall inform his/her immediate supervisor.
d) Time off for processing grievances shall be limited solely to representing a grievant in a mutually scheduled conference with a management employee, beginning at Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses or the grievant. The District shall have the right to the assistance of legal counsel at any level of the grievance procedure beyond Level I. The grievant shall also have the right to the assistance of a CSEA staff representative at any level of the grievance procedure beyond Level I. At least two (2) workdays notice shall be given to all parties concerned when it is the intention of either party to be accompanied by legal counsel.

23.3 Informal Level:

23.3.1 Before filing a formal grievance, the grievant shall attempt to resolve his/her concern by an informal one-on-one discussion with his/her immediate supervisor.

23.4 Formal Levels:

23.4.1 Level I: Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate District form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, provision of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The supervisor shall communicate his/her decision to the unit member in writing ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

23.4.2 Level II: In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate District form to the Superintendent or his/her designee within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall communicate his/her decision within ten (10) days after receiving the appeal. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

23.4.3 Level III: If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days after receiving the Level II decision, appeal the decision jointly with the CSEA to an arbitrator.

23.4.4 If the grievant and the CSEA jointly request arbitration, they shall, within ten (10) days after the Level II decision has been submitted, request in writing the initiation of arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of nine (9) names of persons experienced in hearing grievances in public schools.

23.4.5 Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be by lot. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

23.4.6 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree on a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or such written policies, rules, regulations and procedure of this Agreement.

23.4.7 Neither party shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other party prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed. The arbitrator shall submit in writing to all parties his/her findings and decision which shall be binding.

23.5 Procedures:

23.5.1 Tape recorders, audio devices, or certified shorthand reporters will be permitted only by mutual agreement.

23.5.2 Both the grievant and the management staff shall be entitled to not more than two (2) witnesses at Level III. If the witnesses are District employees, paid release time for the hearing shall be granted.

23.5.3 Within the time limits herein provided, either party may request a personal conference with the other party.

23.5.4 Failure by a grievant to comply with the time limits or to attend mutually scheduled meetings to discuss or consider the grievance, shall be deemed a termination of the grievance.

23.5.5 The time limits herein shall be strictly complied with, except that the parties may mutually extend such limits by written agreement prior to a time limit having been reached.

23.5.6 Where more than one grievant alleges the same claim arising at the same time out of identical facts with respect to the same provision of this Agreement, a group grievance may be filed. Where such grievance involves more than one immediate supervisor, it shall be filed directly at Level II. The responding level of District management shall have an additional five (5) days to investigate and respond to group grievances. Group grievances shall identify and be signed by all unit members joining as grievants.

Article 24
Layoff and Reemployment Procedures

24.1 Reason for Layoff:

24.1.1 The District may lay off unit members for reasons authorized by law.

24.2 Notice of Layoff:

24.2.1 The District shall provide written notice of layoff to the affected unit member(s) not less than sixty (60) days prior to the effective date of layoff, informing the unit member(s) of his/her displacement rights, if any, and re-employment rights. Any notice of layoff shall indicate the reason(s) for layoff. The District shall also inform the CSEA Chapter President of any layoffs.

24.2.2 When, as a result of the expiration of a specially funded program, classified unit positions are going to be eliminated at the end of the school year, and unit member(s) will be subject to layoff for lack of funds, the unit member(s) to be laid off at the end of such year shall be given written notice on or before April 29. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of layoff.

24.3 Order of Layoff:

24.3.1 Short term classified employees shall first be laid off before any regular unit members serving in the same classification.

24.3.2 The order of layoff of unit members within a classification shall be determined by length of service. The unit member who has been employed the shortest time in the affected classification, plus higher classifications, shall be laid off first. A permanent unit member who is laid off and/or reduced in hours from a classification and who has previous regular service in an equal or lower classification shall have the right to bump a unit member with less seniority in that classification.

Seniority shall include the total of the previous service in the equal or lower classification, plus service in the classification from which layoff occurs, and in higher classifications.

24.3.3 In the case of two or more unit members having the same length of service, the order of layoff of such unit members shall be determined by lot. If two or more unit members have the same length of service, layoff will be determined by a coin flip. If three or more unit members have the same length of service, layoff will be determined by a roll of the dice (highest number wins).

24.3.4 For purposes of this section and for service commencing or continuing after July 1, 1971, “length of service” shall be determined by the date a unit member first entered into probationary status in the classified service of the District. Seniority in a particular classification shall be determined by the hire date in that classification.

24.3.5 Nothing contained in this section shall preclude the granting of “length of service” credit for military leave of absence, unpaid illness leave, or unpaid industrial accident leave.

24.3.6 “Length of service” shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District except length of service in restricted positions as provided in Education Code section 45105.

24.4 Demotion or Retirement in Lieu of Layoff:

24.4.1 A unit member subject to layoff may, in lieu of such layoff, if qualified and subject to the provisions of this section, elect to be demoted to a lower job classification or retire under the provisions of the Public Employees Retirement System (PERS) to the extent authorized by law. The right to elect demotion shall not apply to any restricted classified unit member.

24.4.2 To be considered for demotion in lieu of layoff, and which demotion would result in the displacement of a unit member with less length of service subject to the provisions of this Article, the unit member shall be required to notify Human Resources in writing of such election not later than five (5) work days after receiving the notice of layoff.

24.4.3 A unit member who elects demotion or retirement in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list and shall be eligible, when a classified vacancy occurs, to return to his/her former job classification in the order of his/her service as any other unit member on the list.

24.4.4 Eligibility for reemployment for unit members who elect demotion shall be extended for an additional twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the classification shall still apply (Education Code section 45298).

24.5 Reemployment Procedures:

24.5.1 A unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list. The unit member shall be required to maintain his/her current address and telephone number of file with Human Resources.

24.5.2 If, during a unit member's eligibility period for reemployment, a position in a classification to which he/she has reemployment rights becomes vacant, Human Resources shall send written notice by registered mail to the last known address of such unit member advising him/her of the vacancy. Provided the unit member meets the minimum qualifications required of the position, he/she shall be reemployed in preference to new applicants.

24.5.3 A unit member who receives such notice of reemployment and does not accept in writing the offer of reemployment within five (5) calendar days, shall be deemed to have rejected the offer of reemployment.

24.6 Seniority List:

24.6.1 At least thirty-five (35) calendar days prior to the effective date of a layoff, the District will provide CSEA with a seniority roster.

24.7 Effects of Layoffs:

24.7.1 Consistent with the provisions of Article 2 (Recognition) of this Agreement and Education Code section 45103, the District recognizes its obligation to not contract out, transfer or otherwise allow the performance of work formerly assigned to laid off or reduced bargaining unit members by non-bargaining unit members without the prior negotiated agreement of CSEA. This includes the use of volunteers.

24.7.2 Upon identification of any/all violations of section 24.7.1, the District shall cause the violation(s) to immediately cease and shall within sixty (60) working days forward to CSEA Chapter #37 a sum equivalent to the service fees which would otherwise have been assessed had the performance of bargaining unit duties not been transferred outside the bargaining unit.

24.8 Completion of Negotiation:

24.8.1 The parties agree that the provisions of this Article constitute the entire agreement with respect to all aspects of layoff, and the District shall not be required to meet and negotiate on this subject during the term of this Agreement. This section shall not apply to the right to negotiate the effects of a layoff.

24.9 Reductions:

24.9.1 The District and CSEA agree to bargain both the decision and effects of any District intended reductions for classified unit members.

Article 25
Safety

25.1 The District shall conform to and comply with all health, safety and sanitary requirements or regulations imposed or adopted under local, state or federal law. The District shall maintain safe and healthy working conditions as defined in these laws and regulations.

25.2 A unit member has the right and the responsibility to report to his/her immediate supervisor any practice, condition or specific occurrence which the unit member reasonably believes poses a threat to the health or safety of any person associated with the District. Upon notification the District shall investigate and take action deemed necessary to correct any unsafe, unhealthy or hazardous condition. Upon written request, the District shall report to the unit member the status of the investigation and, if appropriate, any recommendations made resulting from the investigation.

25.3 If a particular job requires the use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish and maintain such equipment or gear and the unit member agrees to use or wear such equipment or gear at all times when necessary in the performance of his/her duties. Additionally, the District agrees to provide reasonable accommodation for unit members whose treating physicians have prescribed specific safety equipment in accordance with OSHA and other legal requirements.

25.4 No unit member shall in any way be discriminated against as a result of reporting conditions believed to be a violation of this article.

25.5 In the event of a grievance arising from any provision of this article, the grievance shall be submitted at Level II and shall be expedited.

Article 26
Holidays

26.1 Unit members shall be entitled to the paid holidays listed below provided they are in paid status during the working day immediately preceding or succeeding the holiday.

Independence Day
Labor Day
Veteran's Day
Memorial Day
Thanksgiving Day and day after (Board holiday)
Christmas Eve (Board holiday)
Christmas Day
New Year's Eve (Board holiday)
New Year's Day
Martin Luther King Jr. Day
Lincoln's Day
Washington's Day
Spring Vacation Day (Friday of Spring recess)

26.2 When a unit member is required to work on any of the holidays specified in 26.1, he or she shall be paid for such work in addition to regular pay received for the holiday at the rate of time and one-half of the unit member's regular rate of pay.

26.3 When a holiday listed in 26.1 falls on Sunday, the following work day that is not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in 26.1 falls on a Saturday, the preceding work day that is not a holiday shall be deemed to be the holiday in lieu of the day observed.

26.4 On days which certificated employees are paid, but students are not in attendance, and where the District may not require some or all unit members to work, unit members shall have the right to choose to work their normal schedule and receive their normal pay therefore.

Article 27
Vacation Leave

27.1 The amount of vacation allowance earned by unit members regularly employed on a full-time basis shall be as follows:

27.1.1 Zero to the completion of the third (3rd) year of credited service – equals twelve (12) days.

27.1.2 Beginning of the fourth (4th) year to the completion of the sixth (6th) year of credited service – equals fifteen (15) days

27.1.3 Beginning of the seventh (7th) year to the completion of the ninth (9th) year of credited service – equals eighteen (18) days.

27.1.4 Beginning of the tenth (10th) year to the completion of the fourteenth (14th) year – of credited service – equals twenty-one (21) days.

27.1.5 Beginning of the fifteenth (15th) year of credited service – equals twenty-five (25) days.

27.2 Unit members regularly scheduled to work less than full time and/or less than twelve (12) calendar months a year shall earn credit for vacation leave in proportion to how their assigned schedule bears to eight (8) hours a day and forty (40) hours a week, and/or twelve (12) calendar months per year.

27.3 A unit member in probationary status shall not be entitled to any paid vacation leave during his/her first six (6) months of employment. Credit for earned vacation allowance for any or all such employment in probationary status shall be as follows:

27.3.1 An employee whose employment is terminated for any reason prior to completion of the initial six (6) months of probationary employment shall not be entitled to any paid vacation allowance for all or any part of said service.

27.3.2 Upon satisfactory completion of the first six (6) months of probationary service, a unit member shall be granted earned vacation credit retroactive to the date of employment in probationary status.

27.4 In the event that a unit member with one (1) year or more of credited service is seriously injured or becomes seriously ill while on paid vacation, he/she may apply for a change in his/her absence status from that of authorized paid vacation to that of paid sick leave, subject to the following terms and conditions:

27.4.1 The unit member shall be responsible for immediately notifying Human Resources of the nature, circumstances and extent of his/her injury or illness; the name and address of the attending licensed physician; the anticipated duration of his/her physical incapacity; and shall request the application of sick leave in lieu of vacation to the absence.

27.4.2 The District shall have the right to verify any and all particulars of the reported injury or illness, and the unit member shall authorize any attending physician to provide all information necessary for this purpose.

27.4.3 The burden of proof of claim of serious injury or illness shall rest with the unit member.

27.4.4 The approval of all such requests is at the discretion of the District.

27.5 Beginning with vacation earned for all or part of the year, a unit member with permanent status employed on a twelve (12) month basis shall be entitled to accrue earned but unused vacation not to exceed twenty-eight (28) days or two-hundred twenty-four (224) hours by the end of the fiscal year. Each unit member shall create and submit a vacation plan to his/her immediate management supervisor by June 1 for the upcoming fiscal year.

27.6 By June 15 of each fiscal year, the unit members' immediate management supervisor shall review and approve the unit member's proposed vacation plan. If mutual agreement of the proposed plan cannot be reached, the plan shall be referred to the District and CSEA for resolution considering the interests of both the District and the unit member. The District and CSEA will make every reasonable effort to resolve all differences by June 30.

27.7 Approved vacation plans may be modified during the fiscal year by mutual agreement of the immediate management supervisor and unit member.

27.8 In the event that a unit member accrues vacation time in excess of twenty-eight (28) days or two hundred twenty-four (224) hours, the immediate management supervisor shall have the right to assign days and/or hours that the unit member will take as vacation leave.

27.9 A unit member who is absent due to an injury or illness in excess of the amount of sick leave and/or industrial accident or injury leave to which he/she may be entitled, shall have the right to apply earned but unused vacation time against such absence, subject to the provisions in Article 38, section 38.3 of this Agreement.

27.10 Upon termination of employment, a unit member shall be paid at his/her prevailing hourly rate for any earned but unused vacation leave.

Article 28
Sick Leave

28.1 Unit members may take sick leave when they become ill or injured or exposed to a contagious disease. Unit members may also take sick leave when an immediate family member becomes ill, is injured, or is exposed to a contagious disease, and in conjunction with a Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). Unit members should contact Human Resources regarding eligibility for FMLA, CFRA, and PDL.

Definition of Immediate Family: mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member; step-parents and step-children or any relative living in the immediate household of the unit member, and any individual who permanently resides in the unit member's residence.

28.1.1 A unit member (probationary or permanent) shall earn paid sick leave in accordance with the provisions of Education Code section 45191 (twelve (12) days per fiscal year or one day per month). Unused sick leave may be accumulated and carried over year to year.

Unit members serving less than a full school year, and/or persons employed on less than a full-time basis, shall be entitled to prorated sick leave benefits as allowed in Education Code section 45136.

28.1.2 Probationary unit members may use six (6) days of paid sick leave.

28.1.3 Unit members may take sick leave when medical treatments or diagnostic examinations have to be scheduled during normal work hours.

28.1.4 A unit member (probationary or permanent) may use any accrued sick leave for the illness of an immediate family member as defined herein.

28.1.5 Pay for any day of sick leave shall be the same pay the unit member would have received if he/she had worked that day, except as provided by Education Code section 45137 for part-time personnel.

28.1.6 Unit members who become ill or are injured must notify their immediate management level supervisor as soon as possible that they will be absent. If a unit member is authorized a substitute, the unit member must request a substitute through the Aesop substitute system as soon as possible, and no later than one (1) hour prior to the start of the work day.

In the event the Aesop substitute system is unavailable or inoperable, the unit member must call or electronically notify their supervisor as soon as possible, but not later than one (1) hour prior to the start of the workday.

In the event that a unit member is unable to notify his/her supervisor, or make arrangements for a substitute through the Aesop system, the unit member is responsible for providing an explanation.

Unit members whose positions do not require a substitute must call or electronically notify their supervisor as soon as possible, but not later than one (1) hour prior to the start of the workday.

28.1.7 Unit members who are absent for five (5) consecutive work days or more shall present a doctor's verification of their absence, and the date of return to work.

28.1.8 The District may require a doctor's verification for any illness absence of three (3) or more consecutive days under the following conditions:

a) The unit member has used Sick Leave, including Personal Necessity Leave, in excess of one (1) day a month during the immediately preceding one (1) through twelve (12) months.
b) The unit member has accrued less than twelve (12) days of sick leave.
c) Unit members who have provided a doctor's verification of a chronic condition requiring absence are exempt.

28.2 Unit members may convert unused sick leave to retirement credit in accordance with Government Code section 20862.5, or its successor, if the unit member is filing a request for retirement.

28.2.1 In situations when a unit member has used more sick leave than he/she has accrued, the District will deduct the equivalent hours from the final pay warrant.

28.2.2 Pregnancy shall be treated as an illness for the purpose of sick leave.

Article 29
Personal Necessity Leave

29.1 Any unit member may use accumulated sick leave earned pursuant to Education Code section 45207 (Personal Necessity Leave) at his/her election in cases of personal necessity, as defined herein:

Definition of Immediate Family: mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member; step-parents and step-children or any relative living in the immediate household of the unit member, and any individual who permanently resides in the unit member's residence.

29.2 Unit members entitled to sick leave may use but not exceed seven (7) days of such sick leave in cases of personal necessity for the following purposes:

29.2.1 Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 31 of the Agreement.

29.2.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.

29.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

29.2.4 Death of a close personal friend or a member of his/her family not defined as a member of the unit member's "immediate family."

29.2.5 Illness, surgery or childbirth involving a member of the immediate family with a written statement from the unit member that the presence of the unit member was necessary.

29.2.6 Observance of a nationally recognized religious holiday, other than those identified on the adopted school calendar.

29.2.7 Attendance at wedding and/or graduation ceremonies that occur within the immediate family.

29.2.8 Attendance at the funeral of someone other than immediate family.

29.2.9 Absences consistent with this section that may only be handled during a unit member's normal working hours.

29.2.10 Personal necessity leave is not to be used for the purpose of vacation or for the purpose of employment outside the District.

Article 30
Industrial Accident and Illness Leave

30.1 A unit member who has been regularly employed as a part of the classified service of the District for one (1) year and who is entitled to compensation insurance benefits due to injury or illness incurred while engaged in lawfully assigned functions or activities as a District employee, shall be allowed industrial accident or illness leave subject to the following conditions:

30.1.1 The accident or illness must have arisen directly out of and in the course of employment by the District, and must have been reported and verified according to administrative regulations, and must be accepted by the District's workers compensation insurance carrier as a bona fide injury or illness arising out of and in the course of employment.

30.1.2 The number of days of industrial accident or illness leave during any school year shall not exceed sixty (60) days for the same accident or illness, exclusive of Saturdays, Sundays, and legal holidays, excepting that when an industrial accident or illness leave overlaps into the next succeeding school year, the unit member shall be entitled to only the balance of unused leave time due him/her for the same injury or illness.

30.1.3 Leave benefits shall not be applied retroactively to an injury or illness occurring prior to employment with the District.

30.1.4 Leave shall commence on the first day of absence, and the amount of allowable leave shall be reduced by one day for each day of absence authorized by said leave.

30.1.5 A unit member absent because of injury or illness that arose out of and in the course of employment. and for which the unit member is receiving temporary disability benefits under state law, shall not be entitled to receive wages or salary from the District which, when added to the temporary disability benefits, will exceed his/her normal wages or salary for a full day or full month of service.

30.1.6 During any such paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received under state law on account of industrial accident or illness. The District shall, in turn, make necessary adjustments for issuance to the unit member of appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, withholding tax and other authorized contributions.

30.2 Available leave shall not accumulate from year to year.

30.3 The period of the leave shall not be considered as a break in service of the unit member.

30.4 After allowable industrial accident or illness leave is exhausted, accumulated or available sick leave, accumulated compensatory time, vacation (subject to the provisions in Article 38, section 38.3 of this Agreement) or other available leave benefits may be applied against the unit member's continuing absence for the same injury and the unit member shall continue to endorse to the District his/her temporary disability benefit checks for the absence covered by such leave benefits.

30.4.1 In applying industrial accident or illness leave benefits to a continuing absence, the number of days credited against such leave benefits shall be in proportion to the amount of daily salary that is paid by workers compensation benefits; and the unit member's leave balance available from the District shall be decreased in proportion to the amount of daily salary that is paid by workers compensation; and the unit member's leave balance available from the District shall be decreased in proportion to the amount of daily salary that is paid by the District.

The Superintendent or designee shall be responsible for determining the formula by which computations shall be made of the proportionate amounts of daily salary paid by workers compensation and by the District.

30.5 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member shall be placed in unpaid status, and his/her name shall be placed on the reemployment list for the classification from which he/she was on leave for a period not to exceed thirty-nine (39) months.

30.6 A unit member who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit member's former classification, in his/her former status and time basis, and in assignment areas in which the unit member has made himself/herself available.

Article 31
Bereavement Leave

31.1 Definition: Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse or the domestic partner of the unit member and the spouse or the domestic partner of the unit member, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or the unit member's spouse, or anyone with a similar relationship to the domestic partner of the unit member.

31.2 Unit members shall be granted a leave of absence not to exceed five (5) working days of full pay for each instance when absence is occasioned by reasons of death in the immediate family of such unit member.

31.2.1 If the travel necessitated by the death is beyond four hundred (400) miles one way, six (6) working days shall be granted.

31.2.2 Unit members may request an additional three (3) working days in the event of the death of their spouse, child, or domestic partner.

Article 32
Jury Duty and Witness Leave

32.1 Leave of absence for jury service shall be granted to any unit members who have been officially summoned to jury duty, during their assigned work hours, in local, state, or federal court. Leave shall be granted for the period of the jury service, and the unit member shall receive full pay while on leave. Request for jury service leave shall be made by presenting the official court summons to jury service to the unit member's immediate management supervisor.

32.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave of absence to serve as a witness should be made by presenting the official court summons to the unit member's immediate management supervisor.

32.3 A unit member granted leave with pay under this Article shall make himself/herself available for work during normal hours when his/her presence is not required in court.

32.4 Any day during which a unit member who is assigned to the second shift and who is required to serve on a jury or appear in court under subpoena as defined in this Article, shall be relieved from work with pay for the number of hours served.

Article 33
Leave of Absence without Pay

33.1 Leave of absence without pay may be granted to a permanent unit member upon the written request of the unit member and the approval of the Superintendent or designee, subject to the following restrictions:

33.1.1 Leaves of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed twenty-seven (27) months.

33.1.2 Leaves of absence will only be granted for purposes that are in the best interests of the District.

33.1.3 Upon return from a leave of absence after the time specified for the leave, the unit member shall be reinstated to either:

a) A position equivalent in duties and salary to that which the employee occupied at the time his/her request for leave was granted exists, or;
b) A position of lower classification and salary that the unit member is qualified to fill exists.

33.2 The period a unit member is on a leave of absence without pay shall not be construed as a break in service, but the time spent on such a leave shall not be counted as service for purposes of sick leave, vacation leave, or other paid leaves, career increment, retirement credit, or fringe benefits paid by the District.

33.3 Failure to report to duty within five (5) working days after a leave of absence expires shall be considered as a voluntary resignation on the part of the unit member.

Article 34
Personal Absence Leave

34.1 Unit members entitled to sick leave may use up to four (4) days per year of their own sick leave for personal use for which no reason must be given. Personal Absence Leave shall not accumulate from year to year, nor shall it be used for work stoppage, other concerted activities or gainful employment outside of the District.

34.2 The particular date(s) on which Personal Absence Leave may be taken is subject to approval by the unit member's immediate management supervisor. Unit members shall make every reasonable effort to provide a minimum of three (3) working days advance notice. The particular date(s) on which leave may be taken is subject to approval by the immediate management supervisor.

34.3 Personal Absence Leave may be used in full-hour increments.

Article 35
Maternity/Bonding Leave

35.1 A permanent unit member shall have the right to use illness/injury leave provided for in Article 28 (Sick Leave) and Article 38 (Extended Sick Leave) for absences necessitated by pregnancy, miscarriage, childbirth, baby bonding, and recovery there from.

35.2 The unit member may continue in active employment as late in her pregnancy as she desires and is approved by her physician.

35.3 Upon request, a unit member shall be granted an unpaid leave of absence when she is medically disabled from performing her job duties for reasons of pregnancy and/or convalescence following childbirth.

35.3.1 The unit member shall have the option to remain an active participant in the District health insurance plans on a self-paid basis.

35.3.2 The District shall comply with applicable provisions of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). Unit members should contact Human Resources regarding eligibility for FMLA, CFRA, and PDL.

35.4 A male unit member shall be entitled to a maximum of ten (10) calendar days of unpaid paternity leave when his spouse gives birth.

Article 36
Military Leave

36.1 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code and Education Code.

Article 37
Catastrophic Sick Leave Bank Creation

The District and CSEA signed an agreement on April 23, 2018 to engage in a collaborative effort to redesign the catastrophic sick leave bank. When a new structure is designed and agreed to, the parties will sign a Memorandum of Understanding.

Article 38
Extended Sick Leave

38.1 Unit members who are absent because of illness or accident and have used up the total number of days of current and accumulated sick leave shall receive fifty percent (50%) of their regular salary up to a maximum of one hundred (100) working days. The one hundred (100) working days shall exclude all eligible paid holidays. If provisions of the Family Medical Leave Act (FMLA), the California Family Rights Act, or Pregnancy Disability Leave (PDL) apply, the District shall comply with those statutes. Unit members should contact Human Resources regarding eligibility for FMLA, CFRA, and PDL.

38.2 For purposes of this article, “regular salary” means the amount the employee would have earned in his/her regular assignment had he/she not been absent, but shall not include any overtime pay.

38.3 For purposes of this article, unit members shall be credited each year with one hundred (100) working days of extended injury or illness leave. The one hundred (100) days shall not accumulate from year to year. The one hundred (100) day period begins after all sick leave and personal necessity leave are exhausted. Then any approved catastrophic leave and/or vacation leave may run concurrently. Unit members are not required to use accrued vacation leave, but may do so at their option to augment the half day of extended illness/injury leave. This option must be exercised in writing within five (5) working days of notification by the District. No waivers are permitted.

38.4 Nothing in this article shall be construed as authorizing the application of full or partial pay for periods of time during which an employee would not normally be assigned to work.

38.5 Entitlement to leave under this section, if any, shall be considered “entitlement to other sick leave” for the purpose of computing benefits under the provisions of Education Code Section 45192 if the absence is determined to be due to industrial accident or illness. Accordingly, extended sick leave at fifty percent (50%) of regular pay shall commence after the employee has used sixty (60) work days of leave under Section 45192, if the employee is medically unable to return to work.

38.6 As provided by Education Code Section 45195, permanent employees who exhaust all entitlement to available paid leave and are medically unable to return to work, shall be

noticed of his/her right to request additional leave, unpaid, for a period of one year. Once all leaves, paid and unpaid, have been exhausted and the unit member is unable to return to work, he/she shall be placed on the 39-month reemployment list as provided by law.

38.7 A unit member shall be required to present written verification of illness from his/her treating physician in order to use extended sick leave described in this article. Failure to provide written verification when requested may result in refusal by the District to pay the unit member for sick leave taken under this section.

Article 39
Professional Learning Program

39.1 The intent of this incentive-based professional learning program is to encourage unit members to voluntarily gain increased knowledge and skills which enhance their ability to fulfill the mission of the District; to provide an opportunity for advancement to new positions; or to provide the unit member with the awareness of the importance of increased knowledge and skill needed to fulfill his/her role in the education of students. This is an award type program based upon the accumulation of points which will eventually translate into a professional learning award.

39.2 Procedures:

39.2.1 Review Committee: The Professional Learning Committee, hereinafter referred to as the PL Committee, shall meet annually to review applications for professional learning points.

39.2.2 Composition of Committee: The PL Committee shall consist of at least one (1) representative from each of the following groups of employees appointed by the CSEA:

a) Accounting and Clerical/Purchasing-Warehouse
b) Maintenance & Operations/Custodial
c) Instructional
d) Food Service
e) Technology
f) Pupil Services

The following shall be permanent members of the PL Committee:

a) A school site Principal, Assistant Principal, or District Administrator
b) Coordinator, Classified Personnel
c) HR Benefits Analyst
d) CSEA President or designee

39.2.3 Tenure of PL Committee

39.2.3.1 Because of the technical nature of committee responsibility, turnover on the committee shall be kept at a minimum. To assure continuity, one-half of the members of the committee shall be

appointed at one time and committee members shall serve three (3) year staggered terms. Terms of committee members shall begin in July and end in June. A Chair and a Secretary shall be appointed by the committee.

39.2.3.2 Should a vacancy occur on the committee, the CSEA shall fill the vacancy by appointment for those positions which the CSEA originally appointed and from the same job family in which the vacancy occurred.

39.2.3.3 The CSEA shall designate a representative from each of the groups listed in Article 39.2.2 A-F to serve on the Committee and shall reappoint representatives as the previous term of office expires.

39.2.4 Duties of Committee

39.2.4.1 On an as needed basis, prepare and revise policies and procedures and lists of representative courses for recommendation to the CSEA and the District; the listings shall not be exclusive, but will serve as example and guides only.

39.2.4.2 Evaluate activities for professional learning points.

39.2.4.3 Annually provide the Payroll Department with a listing of those unit members who have earned Professional Learning increments for that fiscal year.

39.3 Standards and Guidelines for Participation in the Professional Learning Point Program

39.3.1 Points may be earned through participation in any of the following:

39.3.1.1 College courses, adult school courses, trade and business school courses, in residence or on-line.

39.3.1.2 Committee approved workshops, orientation, and professional learning.

39.3.1.3 Attendance at educational conferences.

39.3.1.4 Leadership activities in county, state and national educational organizations, and in professional organizations approved for this purpose by the committee.

39.3.1.5 Other committee approved coursework.

39.3.2 A representative list of courses for each general group of employees offered at an accredited college, community college, trade or business school, or adult education department will be created by the committee and included as Appendix E in this Agreement.

39.3.3 It is recommended that prior approval of the committee be obtained for courses not included on the list of representative courses but offered at an accredited college, adult school, or university.

39.3.4 Any approved course can be applied toward professional learning increments.

39.3.5 The subject matter of the course should relate to the position currently occupied by the unit member or should meet the requirements for professional learning.

39.3.6 All professional learning candidates taking courses must obtain a passing grade of “C” or better; a certificate of satisfactory completion of a course, or a grade of “Pass” in a course which does not provide a letter grade, in order to receive points for the course.

One (1) point shall be awarded per completed unit. For example, successful completion of a four (4) unit community college course would be worth four (4) points.

39.3.7 Unit members must submit evidence of satisfactory completion of coursework within one (1) calendar year from the date of the completion of the coursework in order to receive professional learning points for that coursework.

39.3.8 Points will not be awarded to a unit member who is on leave from the District to become a full-time or part-time student.

39.3.9 Courses may not be repeated unless special permission is granted by the committee. Such repeat courses must contain different subject matter.

39.3.10 Course work must be verified by official transcript or certificate. All other work must be verified by acceptable verification and must be filed in Human Resources by July 31 of each year in order to receive a professional learning increment for that fiscal year.

39.3.11 Credit for involvement in a professional organization or CSEA shall be equated as follows:

39.3.11.1 Six (6) points for service as a CSEA president for each year of such service.

39.3.11.2 Three (3) points for service as a local CSEA officer, other than president, for each year of such service (i.e., a member of the CSEA/ organization’s executive board, vice-president, treasurer, secretary or other elected or appointed office).

39.3.11.3 Three (3) points for service as a state/national CSEA representative for each year of such service.

39.3.11.4 Up to a maximum of eight (8) points per year for committee work, which will be computed on an hour-for-hour basis at .0625 points per hour.

39.3.11.5 CSEA site representatives shall receive one (1) point for each year of such service.

39.3.11.6 A maximum of seventy-five percent (75%) of any single increment (11.25 points) may be earned utilizing the points awarded under Sections 39.3.11.1 and 39.3.11.2. The remainder of the points required for an increment (3.75) must be earned under other provisions of this article.

39.3.12 Courses not offering semester or quarter units, and other types of educational courses that the committee has granted approval for, will receive points based on total hours of participation. For such courses and/or activities a certificate or signed documentation verifying satisfactory completion from the school of attendance must be submitted with the Professional Learning Application form.

39.3.13 Credit for hours of participation in District-sponsored workshops, orientation, professional learnings, educational conferences, and other similar programs approved by the committee and credit for such programs shall have points equated as follows:

39.3.13.1 Participation in such programs will be credited at .0625 points for each hour, with sixteen (16) hours equaling one (1) point.

The following chart shall illustrate the value of each hour of such credit:

# of Hours	Points @ .0625
1.0	.0625
2.0	.1250
3.0	.1875
4.0	.2500
5.0	.3125
6.0	.3750
7.0	.4375
8.0	.5000
9.0	.5625
10.0	.6250
11.0	.6875
12.0	.7500
13.0	.8125
14.0	.8750
15.0	.9375
16.0	1.000

39.3.14 Fifteen (15) professional learning points shall be required for each professional learning increment.

39.3.15 This program is not intended to restrict in any way the professional learning and self-improvement efforts a classified employee may undertake on his/her own initiative. However, such professional learning shall be considered applicable to a professional learning increment only if it meets the requirements specified by this policy and implementing regulations of the committee.

39.4 Eligibility for Participation in the Professional Learning Program

39.4.1 All regularly employed, permanent Classified employees who are in active, paid status with the District shall be eligible to participate in the Professional Learning Program.

39.4.2 For purposes of determining eligibility for any professional growth increment the term “regularly employed classified employee” shall include persons serving in regular Classified positions who have completed their initial probationary period and work at least twenty (20) hours per week, nine (9) months per year.

39.4.3 To qualify for a professional learning increment, the unit member must perform his/her job satisfactorily.

39.5 General Rules and Regulations for Professional Learning Increments

39.5.1 The procedures and compensation described in this Article shall become effective on July 1, 2015. Unit members who already receive a professional growth increment will continue to receive the increment rate that prevailed at the time the increment was awarded.

39.5.2 One or more professional learning increment(s) in the maximum amount of one hundred fifty ($150) per fiscal year not to exceed six (6) such increments in the maximum amount of nine hundred ($900) may be awarded to a regularly employed classified employee (as previously defined in this Article) subject to the conditions set forth in this section.

Regular Classified employees who provide proof (official transcripts) of a Master’s degree or professional certification such as that of Certified Public Accountant (CPA), shall be paid an annual premium of eight hundred seventy ($870). Such employees shall be allowed to earn professional learning increments up to the maximum amount of one thousand, five hundred ($1,500).

Regular Classified employees who provide proof (official transcripts) of a BA/BS degree from an accredited college or university shall be paid the equivalent of two (2) increments or three hundred ($300).

Regular classified employees who earn a Master’s degree, and already possess a Bachelor’s degree, shall be paid the Master’s premium only.

The total allowable amount of advanced degree premium pay and professional learning increments shall not exceed one thousand, five hundred ($1,500).

39.5.3 Increments shall be awarded beginning with the fiscal year following the earning of the fifteen (15) increment points required and upon certification of satisfactory service.

39.5.4 Professional learning increments shall be subject to negotiated increases to the classified salary schedule, up to a maximum amount of one thousand, five hundred ($1,500).

39.5.5 Earned professional learning increments shall be paid in addition to the unit member's regular monthly salary, and shall be subject to customary payroll deductions.

39.5.6 A unit member must be in paid status to receive the professional learning increment he/she has been awarded, and such payments will end when his/her employment is terminated for any reason.

39.5.7 Credit will not be given for professional learning activities completed prior to the unit member's beginning date of employment.

39.5.8 Records concerning the Professional Learning Program shall be maintained by Human Resources.

39.5.9 Permanent employees who are promoted or transferred to a new classification may earn increment points while in probationary status in the new classification provided the points earned are in compliance with this Article.

39.6 Qualification for Initial Professional Learning Increment

39.6.1 Increment points applicable to the initial professional learning increment may be allowed retroactively provided (a) the points were earned after the beginning date of employment; (b) the candidate was actively and regularly employed by the District at the time the points were earned; (c) the increment points are verified through the efforts of the unit member and are approved by the committee in accordance with the requirements of this section.

39.6.2 If more than the necessary number of points is earned for any of the second or subsequent professional learning increments, the excess number will be carried over to the next succeeding increment.

Article 40
Health and Welfare Benefits

40.1 Eligibility:

40.1.1 Unit members working a regular assignment of six (6) or more hours per day are eligible for health & welfare benefits on a cost-sharing basis. Unit members shall contribute the difference between the District contribution and the actual cost of the benefit plan.

40.1.2 Medical, dental, vision and life insurance benefits will be effective the first of the month following thirty (30) calendar days after the hire date.

40.2 Plans and Rates:

40.2.1 Effective October 1, 2018, through the life of this contract, unit members shall refer to Appendix C or the District website, for current medical, dental, vision and voluntary health plans and rates.

40.3 District Contribution:

40.3.1 The District's contribution for the benefit programs set forth in this Article shall be increased by one (1) percent as of July 1, 2018.

40.4 Cash-in-Lieu Eligibility:

40.4.1 Unit members hired before 1992 shall have the option of receiving two hundred fifty ($250) per month if they waive medical insurance coverage. Unit members receiving cash-in-lieu may purchase dental coverage and other voluntary plans at their own expense. The maximum amount of cash-in-lieu a unit member shall receive in one year will be two thousand, five hundred ($2,500).

The cash-in-lieu amount shall be prorated for eligible part-time unit members.

40.5 Grandfathered Unit Members:

40.5.1 Unit members hired prior to July 1, 2009 in less-than-full-time positions, and were at that time eligible for health and welfare benefits, shall be grandfathered and allowed to remain on health and welfare plans.

40.5.2 Health and welfare benefits for unit members working less-than-full-time but at least six (6) hours per day, for twelve (12) months, shall be prorated at one hundred percent (100%) of the District contribution cap.

40.6 Retired Unit Members:

40.6.1 Permanent unit members working fifty percent (50%) time or more at the time of their retirement, and have rendered ten (10) years or more of regular, permanent service, and are between the age of fifty-five (55) and sixty-five (65), shall be paid the following benefit:

Premium cost of medical insurance coverage for the unit member only for benefits provided under section 40.1.2, up to a maximum amount of one thousand ($1,000) per year until age sixty-five (65). Upon attaining age sixty-five (65), retired unit members shall be eligible to maintain District sponsored retiree benefits at their cost.

40.6.2 Unit members hired prior to October 7, 1982 as regular permanent unit members, and working fifty percent (50%) time or more at the time of their retirement, and who have rendered twenty (20) or more years of regular, permanent service, and are fifty-five (55) years of age or older, shall be paid the following benefit:

Premium cost for medical insurance coverage for the unit member only for benefits provided under section 40.1.2 up to a maximum of five hundred ($500) per year.

This section shall not apply to any unit member hired on or after October 7, 1982.

40.6.3 Premium rates for insurance plans for retired unit member shall be determined by an actuarial assessment of retired unit members as a separate group.

40.6.4 Benefits provided under this section shall be subject to and offset by any medical insurance benefits to which the retired unit member is otherwise entitled under any other public program.

40.7 Domestic Partners:

40.7.1 Coverage available under District-sponsored benefit plans shall be extended to domestic partners pursuant to carrier regulations and law.

Article 41
Promotions/Hiring Procedures

41.1 Definition:

41.1.2 A promotion shall be defined as any voluntary change of classification, except reclassification, which results in placement at a higher salary rate.

41.2 Application Process:

41.2.1 Following the first consideration of any/all transfer applicants, if a vacancy remains unfilled, other unit members who meet the minimum qualifications in the job announcement may apply and will be granted an interview.

41.3 Interview Panel:

41.3.1 All job vacancy interviews shall be conducted under the direction of the Human Resources department who shall exercise due diligence, as with transfer considerations, to provide that the interview panel for each position vacancy shall remain the same for all interviews for that position. The interview panel shall consist of at least three (3) representatives and shall include a bargaining unit member familiar with the duties of the position, an administrator with jurisdiction over the position, and a representative of the Human Resources department.

41.3.2 In order to avoid even the appearance of a conflict of interest and to help ensure the objective selection of the most qualified candidates, the number of representatives of the department or site where the vacant position is assigned shall be in balance with, but in any event, shall not exceed the number of neutral representatives on the panel. All job interviews will be conducted at the District Office or another site location than that to which the position is to be assigned.

41.4 Selection Criteria:

41.4.1 A bargaining unit member will be selected for a vacant promotional position when the unit member has successfully completed the interview process, and been deemed as qualified as any other candidate, within the rule of reason, by application but not limited to one or more of the following criteria:

1. Job related education/training
2. Overall performance evaluation
3. Certifications/licenses/ recent professional learning
4. Specific experience
5. Preferred skills
6. Satisfactory or better references

41.4.2 Pursuant to Board policies, the Human Resources department shall follow procedures and protocols as in the case of transfer applications to ensure that unit member candidates for promotional positions who are fully qualified shall be given preferential consideration.

41.5 Right to Return:

41.5.1 A unit member selected for promotion shall serve a probationary period of six (6) months, and shall be evaluated at least once during that period. A permanent unit member who accepts a promotion and fails to complete the promotional probation shall be employed in the classification from which he/she was promoted.

41.6 Promotability:

41.6.1 A unit member denied a promotion shall be notified within five (5) work days after recruitment has been completed. The unit member may request a meeting with Human Resources to discuss the reasons for denial and to receive counsel for future success. The final selection is within the sole discretion of the District.

Article 42
Concerted Activities/Lockouts

42.1 Work Stoppage: The parties agree that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job duties and responsibilities, or other interference with the operations of the District by the CSEA, or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity and picketing that may be legally prohibited or restricted.

The CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Article and to make every effort to encourage unit members to do the same.

42.2 Lockouts: The parties agree that the District shall not lockout unit members during the term of this Agreement.

42.3 Discipline: The parties agree that any unit member violating this Article may be subject to discipline up to and including termination. In the event this Article is violated, it is understood that the District shall be entitled, to the extent provided by the Education Code and Government Code, to withdraw any rights, privileges or services provided for in this Agreement, in District policy or the Education Code, to any unit member and/or the CSEA, in addition to any other relief to which the District is entitled by statute.

Article 43
Severability

43.1 Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

Article 44
Term

44.1 Except as provided elsewhere in this Agreement, the term of this Agreement shall be July 1, 2018 through June 30, 2021 and shall remain in effect until a successor Agreement is reached.

44.1.1 In years 2019-2020 and 2020-2021, salary and health and welfare benefits will be re-opened.

44.1.2 In addition, in years 2019-2020 and 2020-2021, the District and the CSEA shall each have the option of negotiating two contract articles.

44.2 Successor Agreement:

44.2.1 On or before July 1, 2021 either party may submit a request to negotiate a successor Agreement along with their initial proposal for such Agreement

44.2.2 Negotiations pursuant to this section shall begin within fifteen (15) days after fulfillment of the public notice requirements.

Article 45
Completion of Negotiations

45.1 This Agreement contains the agreement of the parties to all existing matters. Nothing herein precludes the parties, by mutual consent, to meet and negotiate on any subject within the scope of bargaining. Neither party can demand further negotiations on any subject unless it is an express provision of this agreement.

CSEA AND ITS CHAPTER #37	Santa Barbara Unified School District
Date	Date