

**DUBLIN UNIFIED SCHOOL DISTRICT**

**and**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION**

**and its  
CHAPTER 439**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2014 through and including June 30, 2017**

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## **AGREEMENT**

THIS AGREEMENT, hereinafter referred to as the Agreement, is by and between the DUBLIN UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District,” and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its C.S.E.A. Chapter 439, hereinafter referred to as “Association.”

The term “Agreement” as used herein means the written agreement provided under Section 3540.1 (h) of the Government Code.

The “Term” of this Agreement is set forth in Article 24: Term.

## **ARTICLE 1: RECOGNITION**

- 1.1 The District recognizes the Association as the exclusive representative for all employees in the Classified Employee Unit.
- 1.2 The Classified Employee Unit consists of all employees and positions as stated in the listing of positions set forth in Exhibit A (Representation Unit) of this Agreement.
- 1.3 Part-time playground positions (noon duty supervisors) shall not be part of the classified service, where the employee is not otherwise employed in a classified position. Part-time playground positions shall be considered a part of the classified service when the employee in the position also works in the same school district in a classified position. (EC 45103 [4].)
- 1.4 Any new classification created by the District shall be discussed with the Association as to whether the classification appropriately belongs within the classified negotiating unit. If the parties are unable to agree, the matter shall be processed through the Educational Employment Relations Board for a determination of the issue.

## ARTICLE 2: ORGANIZATIONAL SECURITY

- 2.1 Membership Dues. Employees who are members of the Association and have authorized, or who may authorize in the future, deductions of their Association membership dues, initiation and/or assessment fees, shall have such dues and fees deducted for the remainder of this Agreement.
- 2.2 Service Fee. Unit members who are not members of the Association shall pay a service fee equal to an amount of annual dues.
- 2.2.1 The unit member shall pay the service fee directly to the Association on or before the first day of each month or have the service fee deducted from his/her monthly salary.
- 2.2.2 The Association may notify the District if a service fee payer is delinquent in direct payment to the Association and the District shall begin automatic payroll deduction of the service fee for the remainder of this Agreement.
- 2.3 Conscientious Objections. Any unit member who holds conscientious objections to membership in employee organizations or who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Association (CSEA Legal Department , San Jose, California ) and District and shall not be required to join or financially support the Association except that he/she shall pay on a monthly basis, in lieu of a service fee, sums equal to such service fees to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code: Boy Scouts and/or Girl Scouts of America and Dublin Partners in Education. Proof of payment shall be submitted annually to the District as a condition of continued exemption from the provisions of Article 2.2.
- 2.4 Indemnification. The Association agrees to indemnify, reimburse reasonable attorney's fees and hold harmless the District, its officers and agents, from claims made of any nature and from any lawsuit instituted against or by the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall confer in good faith with Association attorneys concerning which matters shall be compromised, resisted, defended, tried or appealed.
- 2.5 Necessary Information. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article (2).

## ARTICLE 3: HOURS AND OVERTIME

### 3.1 Workweek and Workdays.

3.1.1 Upon initial employment, the District shall assign each bargaining unit position a fixed and regular minimum number of hours.

3.1.1.1 Except as otherwise set forth in this Article, the workweek for a full-time bargaining unit member shall consist of five (5) consecutive days, Monday through Friday; eight (8) hours per day and/or forty (40) hours per week.

3.1.1.2 New positions in custodial or grounds may be created as either Sunday through Thursday, or Tuesday through Saturday, or Wednesday through Sunday positions, provided there are no existing Monday through Friday positions that are vacant (based on a June 30, 2014 snapshot).

3.1.1.3 After a bargaining unit member's initial employment, the length of his/her workday and workweek may be modified by the District. Any modification that reduces his/her annual hours of employment shall only be effected in accordance with Article 11 of this Agreement.

3.1.2 This Article shall not restrict the District from extending the regular workday or workweek on an overtime basis.

### 3.2 Work Year.

3.2.1 Upon initial employment, the District shall designate the work year for each bargaining unit member. After a bargaining unit member's initial employment, the length of his/her work year may be modified by the District. Any modification that reduces his/her annual hours of employment shall only be effected in accordance with Article 11 of this Agreement.

3.2.2 The work year for a full-time bargaining unit member is a complete fiscal year (July 1 through June 30).

### 3.3 Work Schedule.

3.3.1 Each bargaining unit member shall be assigned a work schedule (days per week, hours per day and months/days per year) by the District. The District shall be the sole judge of these program needs. Any modification that reduces his/her annual hours of employment shall only be effected in accordance with Article 11 of this Agreement.

3.3.2 Each bargaining unit member shall report, and be at his/her workstation at the start of their scheduled shift, ready for work, according to his/her assigned schedule. When a bargaining unit member is unable to report at their assigned time, the

bargaining unit member must report the reason by telephone as soon as possible to their supervisor, or designee (typically, this shall be no later than fifteen (15) minutes after their scheduled starting time).

- 3.3.3 Part-time bargaining unit members may be assigned a work schedule in advance or may work on an as-needed basis. Probationary and permanent part-time bargaining unit members shall be entitled to all leaves and benefits granted by the Governing Board to regular full-time bargaining unit members. These leaves and benefits shall be prorated according to the number of hours and days worked per fiscal year.

### 3.4 Change in Assigned Work Schedule.

- 3.4.1 A bargaining unit member's assigned workday, work hours, and/or work year may be altered by the District. Any reduction in annual hours of work shall be effected in accordance with Article 11 of this Agreement.

- 3.4.1.1 Except in extraordinary circumstances, the District will provide an employee with two (2) weeks' written notice of any change that alters:

- a. workdays and/or work year (except at the commencement of a school year); or
    - b. starting or ending time by more than one (1) hour.

- 3.4.1.2 Any such change shall be based upon educational program needs and/or operational considerations of the District. The District shall be the sole judge of these needs and considerations.

- 3.4.2 Any reduction in assigned time, not consented to by the employee, shall be accomplished in accordance with Article 11.

- 3.4.3 CSEA shall have the right to bargain the impact and effects of such changes.

### 3.5 Short Term Changes in Work.

- 3.5.1 Bargaining unit members may be directed to work on special projects or to assist with other work necessary for the operations of the District. The District has the right, at any time, to temporarily reassign or transfer employees, and/or temporarily assign additional/different job responsibilities.

- 3.5.2 A bargaining unit member who is directed to perform duties which are encompassed in a higher District classification, for a period of more than five (5) working days within a fifteen (15) calendar day period, shall receive an upward adjustment in his/her salary to reflect the assignment of duties outside of the duties encompassed in the bargaining unit member's classification.

### 3.6 Additional Hours.

3.6.1 The Association will be notified when the District has determined to assign additional hours to a part-time position on a permanent basis.

3.6.1.1 If the need to assign additional hours occurs during a school year, the procedure set forth in 3.6.1.2 shall be utilized but restricted to unit members at the site. This assignment shall be temporary and, if the need for the hours continues, the process set forth in 3.6.1.2 shall be utilized to fill the position at the commencement of the next school year as a permanent position.

3.6.1.2 At the commencement of a school year:

- a. Provided the new time will not conflict with the employee's regularly assigned hours, the position shall be offered to the most senior unit member in the appropriate classification with the same number of hours as the existing position (i.e. before the addition of hours).
- b. If the time conflicts, or if the most senior unit member declines the position, it shall be offered to other unit members in the classification in descending order of seniority until the assignment is made.
- c. This shall only apply to Special Needs Assistants, due to the unique nature of IEPs, if both unit members have the necessary skills and attributes to satisfy the IEP.

3.6.2 When the District has determined to assign additional hours to a part-time position on a short-term basis, the assignment shall be offered to the unit member serving in that part-time position.

3.7 Workday. The workday for full-time employees shall be eight (8) hours of work within any twenty-four (24) hour period, exclusive of lunch.

3.8 Meal Periods.

3.8.1 An employee who is regularly assigned to work six (6) hours or more *on a day* shall receive an unpaid, duty-free meal period of not less than one-half (1/2) hour.

3.8.2 The meal period shall be scheduled by the supervisor at a time consistent with the efficient operation of the District. In the case of a full-time employee, this will normally be at or near the midpoint of the work shift. The "window" for scheduling the meal period shall be one (1) hour before or one (1) hour after the mid-point of the employee's work day.

3.9 Rest Periods. One fifteen (15) minute rest period shall be available to employees for each period of work that is between three (3) and four (4) hours.

3.9.1 The rest period is provided for relaxation. This period shall not be used *either* to lengthen the meal period or to shorten the workday.

3.9.2 Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.

3.9.3 Supervisors may designate the location, or locations, at which rest periods may be taken.

3.10 Overtime.

3.10.1 Definition.

Overtime is defined as any time required to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week. Overtime pay shall be at a rate of one and one half (1½) times the regular hourly rate of pay unless otherwise specified.

3.10.2 Overtime Rules That Apply To All.

3.10.2.1 Paid Status. For purposes of determining entitlement to overtime pay, all hours during which an employee is in full paid status (i.e. holidays, sick leave, vacation, compensatory time off, or other full-paid leave of absence) shall be considered as time worked.

3.10.2.2 Rotation. Overtime hours shall be offered to employees within the classification who have the necessary skills to perform the required duties.

a. Except as provided in b. below, offers of overtime shall be made on a seniority rotation basis at each work site or department, whichever is applicable.

b. For unit members employed in a position that is included in Operations and Maintenance to include Custodial/Maintenance/Grounds, there shall be four (4) zones and five (5) rotating lists for the purpose of offering overtime: East, West, Central, Dublin High School and High School Back-Up List.

c. Provided the employee has the necessary skills, overtime shall be offered as described below:

- The first offer of overtime shall be made to the most senior employee who shall be charged with the offer, regardless of whether he/she accepts such offer.

- If the most senior employee rejects the assignment, then it shall be offered to the next most senior employee, throughout the rotation within the class.
- The rotation shall be continuous (i.e. the list does not “re-set”).
- New employees to the classification (or the site/department or the zone) shall be added to the list in accordance with their seniority date.

3.10.2.3 Holidays. All hours worked on a holiday set forth in this Agreement (see Article 5) shall be compensated at the rate of two (2) times the regular rate of pay plus the employee’s regular pay for the day (i.e. triple time).

3.10.2.4 Prior Approval. All overtime shall have prior written approval except in unusual or emergency circumstances.

### 3.10.3 Overtime for Full-Time Employees on Sixth and Seventh Day.

3.10.3.1 Sixth Day. All overtime hours worked on the sixth (6<sup>th</sup>) day of the unit member’s work week up to eight (8) hours shall be compensated at time and one-half (1 ½) the regular rate of pay; all overtime hours worked in excess of eight (8) hours shall be compensated at double (2x) the regular rate of pay.

3.10.3.2 Seventh Day. All overtime hours worked on the seventh (7<sup>th</sup>) day of the unit member’s work week shall be compensated at double (2x) the regular rate of pay.

### 3.10.4 Overtime for Less-Than-Eight-Hour Employees on Sixth and Seventh Day.

3.10.4.1 Less Than Four Hours per Day. All employees working an average of less than four (4) hours per day for five (5) consecutive days shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay for work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days of the workweek.

3.10.4.2 Four or More Hours per Day. All employees working an average of four (4) hours or more, but less than full time, for five (5) consecutive days shall be compensated at the rate of:

- a. time and one-half (1 ½) the regular rate of pay for work performed on the sixth (6<sup>th</sup>) day of the work week.



- b. double (2x) the employee's regular rate of pay for work performed on the seventh (7<sup>th</sup>) day of the workweek.

3.11 Call-In Time. Call-in time is defined as time when an employee is called into work on a day when the employee is not regularly scheduled to work.

3.11.1 The minimum call-in time shall be for two (2) hours of work to be compensated at the appropriate rate of pay.

3.11.2 The appropriate rate of pay shall be as defined in Article 3.10 of this Agreement.

3.12 Call-Back Time. Call-back time is defined as time when an employee is required to return to work after he/she has completed his/her regular assigned shift and there has been an intervening break of more than thirty (30) minutes.

3.12.1 Minimum call-back time shall be for two (2) hours of work to be compensated at the appropriate rate of pay.

3.12.2 The appropriate rate of pay shall be as defined in Article 3.10 of this Agreement.

3.13 Split Shift. An employee in an assignment of a split shift schedule of one (1) hour or less, shall receive compensation for all hours as if there were no break in assignment.

## ARTICLE 4: VACATION BENEFITS

### 4.1 General Provisions.

4.1.1 All regular classified unit members, permanent and probationary, shall earn vacation at the rate set forth in the Table at 4.2 as part of their compensation.

4.1.2 Vacation benefits are earned on a fiscal year basis, July 1 – June 30.

4.1.3 Years of service, for vacation accrual purposes, shall be based upon the unit member's first date of paid service in a probationary or permanent status.

4.1.4 Vacation will accrue monthly and shall be credited to the unit member's account on the last working day of each month.

4.1.4.1 To earn the full amount of vacation described in 4.2, a unit member must have been in full paid status for at least one-half (1/2) the working days in that month.

4.1.4.2 A unit member who is in full-paid status for less than one-half (1/2) the working days in a month shall earn a pro-rated amount of vacation. Pro-rating shall be calculated as follows: (1) divide the number of days in full-paid status by the number of work days in the month; and (2) multiply that number times the allotment for a full month's service set forth in 4.2.

4.1.5 A unit member who separates from service, for any reason:

4.1.5.1 shall be compensated at his/her then hourly rate for all hours of accrued and unused vacation;

4.1.5.2 shall reimburse the District for the full value of any vacation that was used but unearned. Prior to requiring payment from the unit member, the District shall (if possible) make the deductions from his/her severance check.

### 4.1.6 Vacation Postponement.

4.1.6.1 If a unit member's approved vacation becomes due during a period when he/she is on leave due to illness or injury, authorized bereavement, jury duty or an emergency leave (see Article 20), he/she may request:

a. that his/her vacation date be changed and the District shall grant such request in accordance with vacation dates available at the time; or

b. to carry over his/her vacation to the following year.

4.1.6.2 If a Board-approved holiday falls within a scheduled vacation period, the holiday will not be charged as a vacation day for the unit member.

4.2 Schedule for Earning Vacation Benefits.

4.2.1 The following schedule shall be used to compute earned vacation benefit:

Years of Service	Number of Work Hrs Per Day	% Day Earned per Month
Date of employment through completion of year four (4) Ten (10) working days per twelve (12) month period	4 hours	.42 day
	6 hours	.625 day
	8 hours	.833 day
Beginning of year five (5) through completion of year nine (9) Fifteen (15) working days per twelve (12) month period	4 hours	.62545 day
	6 hours	.9375 day
	8 hours	1.25 days
Beginning of year ten (10) and continuing thereafter Twenty (20) working days per twelve (12) month period	4 hours	.835 day
	6 hours	1.25 days
	8 hours	1.67 days

***BARGAINING HISTORY NOTE: Days of vacation beyond the 20 days that commence at year ten (10) were converted in bargaining for a successor CBA during the 2014/2015 school year to modified longevity increments as set forth below.***

4.3 Vacation Scheduling.

4.3.1 Less-Than-Twelve-Month Unit Members.

4.3.1.1 No unit member who is assigned to a work year of less than twelve (12) months shall schedule or use vacation. Exceptions may be made in extraordinary circumstances upon request of the employee and with prior approval of the District.

4.3.1.2 Unit members assigned to a work year of less than twelve (12) months shall be compensated for all vacation that was accrued and unused in the fiscal year just ending. A unit member shall select one (1) of the following methods of payment:

- a. in the June pay warrant (as a lump sum benefit payment);
- b. spread equally over the paychecks for the year.

4.3.1.3 Notwithstanding paragraphs a. and b., above, a less-than-twelve-month unit member whose work year is more than two hundred (200) days may

reserve not more than five (5) days of his/her vacation accrual for requests during the school year.

- a. Requests to use these “reserved” days of vacation may be submitted at any time during the year.
- b. Such vacation requests must be submitted by the unit member in writing on the District-approved form not less than ten (10) working days prior to the requested start of the unit member’s proposed vacation. (Exhibit K, Time Off Request.) The unit member will be notified within five (5) days from the date of submission whether the vacation request has been approved or denied.

#### 4.3.2 Twelve (12) Month Unit Members.

4.3.2.1 Each eligible twelve-month unit member shall submit formal written requests to schedule vacation in accordance with 4.3.2.2 below so that, on any June 30, the unit member will have no more hours/days of vacation on the books than were earned in the fiscal year ending on that June 30.

4.3.2.2 Vacation shall be requested and approved as follows:

- a. By April 15<sup>th</sup>, each unit member shall submit a proposed vacation schedule to his/her supervisor for the coming fiscal year.
  - This request shall liquidate up to fifty percent (50%) of the unit member’s annual accrual.
  - All requests submitted will be considered in seniority order and approved or denied based on the criteria in 4.5. By April 25<sup>th</sup>, the unit member shall be advised of whether his/her vacation request has been approved. The District shall post a list of approved vacation.
- b. By August 1<sup>st</sup>, a unit member shall submit a second vacation request to liquidate the remaining amount of his/her vacation.
  - All requests will be considered in seniority order and approved or denied based on the criteria in 4.4. By August 15<sup>th</sup>, the unit member shall be advised of whether his/her vacation request has been approved. The District shall supplement the posted list of approved vacations with the newly approved vacations.
- c. A unit member may reserve not more than five (5) days of his/her vacation accrual for requests during the school year.

- Vacation requests for these days may be submitted at any time during the year.
  - Such vacation requests must be submitted by the unit member in writing on the District-approved form not less than ten (10) working days prior to the requested start of the unit member's proposed vacation. (Exhibit K, Time Off Request.) The unit member will be notified within five (5) days from the date of submission whether the vacation request has been approved or denied.
- d. Any unit member who has not scheduled all vacation pursuant to 4.3.2.2.a and 4.3.2.2.b or reserved days pursuant to 4.3.4.2.c shall be scheduled by the District.

4.3.2.3 No twelve (12) month unit member shall receive pay in lieu of vacation except with prior approval of the Superintendent or designee.

- a. Typically, such approval will only be given in either extraordinary circumstances or when the District has modified a unit member's previously approved vacation.
- b. Any hours in excess of the permitted carry over on any June 30<sup>th</sup> shall, at the District's sole discretion, be liquidated in cash or scheduled by the District for the employee to use in the coming fiscal year.

***Note: The payout of hours over the permitted carry over shall be effective July 1, 2014 for all unit members employed on that date. Thereafter, the calculation (and the payout) shall be made on the unit member's anniversary date.***

#### 4.4 Vacation Scheduling Criteria.

Management shall consider the following when deciding whether to grant or deny a vacation request:

- 4.4.1 District program needs, seniority, equity, and employee preference.
- 4.4.2 A maximum of ten (10) days may be pre-scheduled during student attendance days pursuant to 4.3.2.2.a and 4.3.2.2.b.
- 4.4.3 The five (5) work days preceding the first student instructional day is a blackout period and no vacation requests will be approved.

- 4.4.4 Unusual circumstances may allow for modification of a vacation schedule, that has been requested and approved, but only if mutually agreed upon by the unit member and supervisor.
- 4.4.5 No vacation request that is submitted after the pre-scheduled submission dates (i.e. the dates in 4.3.2.2.a and 4.3.2.2.b) will result in the postponement, interruption or termination of a previously requested and approved vacation of a less senior employee.
- 4.4.6 If there is conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest seniority shall be given his/her preference.
- 4.4.7 No unit member may schedule or use vacation during that unit member's probationary period.

## **ARTICLE 5: HOLIDAYS**

### 5.1 Specified Holidays.

Employees shall be provided with the paid holidays listed below. Based on District operating considerations, and consistent with State law, the specifically listed holidays may be observed on a day other than the listed date.

<b>Holiday</b>	<b>Observed</b>
New Year's Day	January 1
MLK Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Day Before Thanksgiving	4 <sup>th</sup> Wednesday in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25

### 5.2 Unspecified Holidays.

5.2.1 In addition to the eleven (11) holidays set forth in 5.1 above, six (6) unspecified holidays shall be scheduled by the District.

5.2.2 The District, after consultation with CSEA, shall be the sole determiner of the actual date on which a holiday (specified or unspecified) is observed.

### 5.3 Compensation for Holidays.

5.3.1 When the holiday falls on a Saturday or a Sunday, the holiday shall be observed (as appropriate) on either the preceding or following day that is not also a holiday.

5.3.2 To receive pay for a holiday, the bargaining unit member must have been in full-paid status on their last regularly scheduled workday preceding or succeeding the holiday.

#### 5.4 Leap Years.

5.4.1 In a leap year, unit members who work twelve (12) complete months shall be granted one (1) additional paid release day. This day shall be scheduled and used in the following school year during a non- instructional period at a time mutually agreed upon by the employee and supervisor.

5.4.2 The preceding provision (5.4.1) shall not apply to any unit member whose regularly scheduled work year is less than twelve (12) months.

#### 5.5 Early Release Days.

Unit members may be released early from work on the last workday before the winter break and the spring break, if they are minimum days for students, as follows:

5.5.1 If the unit member is less than full-time, and his/her regularly assigned hours of work end after 1:00 p.m., he/she may be released at 1:00 p.m.

5.5.2 If the unit member is full-time, he/she may be released from their regularly scheduled assignment as follows:

5.5.2.1 If his/her shift starts on or after 8:00 a.m., after performing five hours of work.

5.5.2.2 If his/her shift starts before 8:00 a.m., as determined by the District, after performing five (5) hours of work, provided the District can ensure coverage to 1:00 p.m.

5.5.2.3 If scheduled to work the following non-instructional week, the unit member may choose to work a full day on the early release day and the five (5) hours day shall be observed on the unit member's last day before the Christmas holiday.



## ARTICLE 6: SALARY AND FRINGE BENEFITS

### 6.1 Salary.

#### 6.1.1 For the 2014/2015 School Year.

Effective July 1, 2014, the District shall improve the 2013/2014 salary schedule by 4.5%.

#### 6.1.2 For the 2015/2016 School Year.

Effective July 1, 2015, the District shall improve the 2014/2015 salary schedule in accordance with the “Me Too” provision (see Article 24).

#### 6.1.3 For the 2016/2017 School Year.

Effective July 1, 2016, CSEA may choose to:

6.1.3.1 apply the “Me Too” provision; or

6.1.3.2 negotiate for total compensation.

6.1.3.3 If “Me Too” is chosen, the same percentage that is applied to the salary schedule shall also be applied to the District’s contribution for benefits.

### 6.2 Health and Welfare Benefits.

The coverage shall be Delta Dental Service and any CalPERS approved program.

6.2.1 The District contribution for insurance premiums shall be as follows:

<b>Full-Time Unit Member<sup>1</sup> Enrolled in Benefits</b>	<b>Full-Time Unit Member Not<sup>1</sup> Enrolled on June 17, 2014</b>	<b>Unit Members Hired<sup>2</sup> After June 17, 2014</b>
\$7,415	Freeze Cash in Lieu \$5,915 <sup>3</sup> Option to enroll in benefits <sup>4</sup>	Zero Cash in Lieu Option to enroll in benefits

6.2.2 Effective July 1, 2015, the District shall increase the District’s contribution for a full-time unit member enrolled in benefits to \$8,915.00.

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<sup>1</sup> An eligible (see 6.3) part-time unit member shall receive a pro-rated District contribution.

<sup>2</sup> First date of employment in a probationary capacity.

<sup>3</sup> An eligible part-time unit member shall receive a pro-rated amount. If an eligible unit member’s hours are subsequently increased/decreased, pro-rating will be re-computed.

<sup>4</sup> However, if a unit member enrolls in benefits, they shall not revert to cash in lieu.  
00019404.1

6.2.3 An eligible unit member may enroll in any CalPERS-approved plan.

6.2.4 Unless exempted by this Agreement, eligible unit members are required to enroll in the District dental plan.

6.3 Pro-Rated Contribution for Part-Time Unit Members.

6.3.1 Less than full time unit members will receive a prorated District contribution based on the number of hours worked per day.

6.3.2 Any unit member who was hired after July 1, 1996 whose regular assignment is less than twenty (20) hours per week:

6.3.2.1 shall not be entitled to receive a District contribution for health and welfare benefits; and

6.3.2.2 shall not be required to participate in the District's dental program; and

6.3.2.3 may participate in the District's health and welfare and/or dental program at their sole expense.

## **ARTICLE 7: CLASSIFICATION/RECLASSIFICATION**

### **7.1 Purpose of Reclassification Procedures.**

The purpose of this Article is to provide a uniform process for an individual unit member to request reclassification of his/her position to another existing classification.

- 7.1.1 This is not a process to achieve a salary increase. A salary increase, or a range adjustment for a classification, is appropriately addressed through the collective bargaining process.
- 7.1.2 It is a process to allow for the reclassification of a position due to a change in the nature of work assigned to that position by management when the new work is not reasonably related to the work encompassed in the unit member's current classification.
- 7.1.3 Assumption of new or increased duties by the unit member, without the supervisor's knowledge or approval, does not constitute a basis for reclassification. The duties must be known or assigned by the supervisor for reclassification to be warranted.
- 7.1.4 Workload increases are not a basis for reclassification. ("Workload" means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are reasonably encompassed in the unit member's current classification, there is no basis for reclassification.)
- 7.1.5 Seniority, or a length of service, in a position or classification is not a basis for reclassification.

### **7.2 Request for Reclassification.**

- 7.2.1 A unit member who believes that they are performing duties that are not reasonably related to the work encompassed in their current classification may file a written request for reclassification with the Assistant Superintendent of Human Resources.
- 7.2.2 The written request shall include, at a minimum, the following:
  - 7.2.2.1 A detailed statement from the unit member describing duties performed that are not reasonably related to the work encompassed in the unit member's current classification;
  - 7.2.2.2 The name of the classification to which the unit member believes his/her position should be reclassified:

- 7.2.2.3 Other factors to be considered include:
  - a. Relevant District classification descriptions;
  - b. Significant new job duties that have been permanently added to the position by the evaluating supervisor.
  - c. The frequency and time period during which duties not reasonably encompassed in the unit member's current classification description have occurred.

7.2.3 The unit member, their evaluating supervisor, a representative from CSEA, and a representative from Human Resources shall meet to discuss:

7.2.3.1 the request for reclassification;

7.2.3.2 the additional duties that the unit member has been requested/required to perform; and

7.2.3.3 the unit member's rationale for a potential reclassification request.

7.2.4 Possible outcomes of the meeting described in 7.2.3 are:

7.2.4.1 The unit member will be directed to stop performing duties determined to be outside his/her classification.

7.2.4.2 The request is approved by the District and is:

a. submitted to CSEA for comment; and

b. sent to the Board of Trustees for approval at the next regularly scheduled Board meeting, and implemented on March 1.

7.2.4.3 The request is denied. The unit member, upon request, shall be provided with a written request for the reasons for denial.

### 7.3 Appeal from Denial of Request for Reclassification to Panel.

7.3.1 A request for reclassification that was not approved by the Assistant Superintendent of Human Resources may be appealed.

7.3.1.1 The appeal shall be in writing and shall set forth the basis for the appeal.

7.3.1.2 A copy of the appeal shall be given to CSEA for comment.

7.3.1.3 If CSEA concurs that the appeal should advance, the appeal shall be submitted to a three-member panel for review.

- 7.3.2 The panel shall include one (1) appointee by CSEA, one (1) management appointee, and a neutral appointee mutually selected by both parties. The cost of the neutral appointee, if any, shall be shared (50/50) by the District and CSEA.
- 7.3.3 A unit member requesting reclassification shall bear the burden of proof with respect to presenting his/her facts and substantiating new evidence to the Assistant Superintendent of Human Resources and the review panel.
- 7.3.4 The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed in order to issue its report.
- 7.3.5 The review panel shall meet in April to consider pending appeals.
  - 7.3.5.1 A copy of the panel's written recommendation will be submitted to the Superintendent within ten (10) days after it is written, signed and dated by all parties. A copy will be provided to the unit member.
  - 7.3.5.2 The recommendation of the panel is advisory.

7.4 Final Decision by Board of Trustees.

- 7.4.1 The Superintendent and CSEA shall receive a copy of the panel's report which shall recommend either approval or disapproval.
- 7.4.2 CSEA shall advise the Superintendent, in writing, of their position on the panel's recommendation.
- 7.4.3 The Superintendent shall make a recommendation to the Board of Trustees.
- 7.4.4 The Board of Trustees shall render a decision that is final.
- 7.4.5 The unit member shall be notified within fifteen (15) days of the Board's decision.

7.5 General Provisions.

- 7.5.1 The Superintendent (or designee) shall notify CSEA of any proposed changes to classification descriptions and provide CSEA with an opportunity for input prior to making a recommendation to the Board of Trustees.
- 7.5.2 Nothing in this Article (7) shall limit the District's right to initiate reclassification.
- 7.5.3 There shall be no retroactive reclassifications or retroactive salary adjustments as a result of reclassification. All reclassification-related salary changes shall take effect on July 1, unless special circumstances have been mutually agreed upon by the District and CSEA.

7.5.4 A request for a reclassification that seeks one or more of the following shall be referred to the District and CSEA for consideration in the next round of negotiations:

- a. A change in Range placement;
- b. A change in the classification description;
- c. A change in classification title;
- d. The creation of a new classification or a new pay Range.

## **ARTICLE 8: PAY AND ALLOWANCES**

- 8.1 An employee substituting (working out of class) for another employee for more than five (5) days in any fifteen (15) day period shall be paid at Step 1 of the rate of the employee being replaced. This amount shall not be less than a five percent (5%) increase above the employee's regular rate of pay.
- 8.2 The District shall reimburse unit members for the cost of any medical examination or inoculation that is required as a condition of continued employment and which is not covered by the employee's health insurance or workers compensation coverage including tuberculosis examinations. Members who are allergic to the tuberculosis vaccine(s) shall be, at no cost to the employee, permitted to take X-rays in order to provide the required proofs to the District. Such members shall submit a statement from their physician indicating that such examinations must be done by X-ray. Upon submission of this statement, no employee shall, thereafter be required to participate in district sponsored vaccination programs.
- 8.3 Unit members shall, as a longevity increment, receive additional compensation.
- 8.3.1 The increment shall be calculated as a percentage of the Range and Step on which the employee is currently placed. The longevity increment shall be effective at the commencement of the following months of service:

<b><u>Continuous Service</u></b>	<b><u>Increment</u></b>
61 <sup>st</sup> Month (5 years)	3%
121 <sup>st</sup> Month (10 years)	4%
181 <sup>st</sup> Month (15 years)	5%
217 <sup>th</sup> Month (18 years)	7%
253 <sup>rd</sup> Month (21 years)	8%
289 <sup>th</sup> Month (24 years)	9%
325 <sup>th</sup> Month (27 years)	10%

- 8.3.2 The above percentages are not cumulative.
- 8.3.3 A unit member who first rendered service on days 1-15 of a month shall have the first of the month established as their anniversary date; a unit member who first rendered service on days 16-31 of any month shall have the first of the following months established as their anniversary date.

- 8.4 All employees 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 District shall make efforts to issue paychecks on the preceding workday. Checks will be issued on this day subject to availability by the issuing agency.
- 8.5 An employee successfully completing the ten (10) month probationary period shall receive a one-step increase on the salary schedule. Subsequent step increases shall occur each year thereafter until the employee reaches the maximum step for the classification
- 8.6 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (EC 45167.)
- 8.7 Any salary overpayment during the current fiscal year shall be corrected by payroll deduction pursuant to a mutually agreed upon repayment schedule which shall not exceed one (1) year. In the case of severe hardship, the District will approve a fair and equitable repayment schedule of longer than one (1) year. All salary overpayments are due in full upon separation from service for any reason.



## **ARTICLE 9: COMPENSATORY TIME OFF**

### **9.1 Prior Authorization.**

9.1.1 All Compensatory Time Off (CTO) in lieu of pay requires prior authorization from the employee's supervisor.

9.1.2 CTO, if authorized, shall be credited to the unit member at the same rate the employee would have been entitled to pay (e.g., at straight time, time and one-half, etc.)

### **9.2 Cap on Accumulation.**

No unit member may have credited to his/her account at any time more than two hundred (200) hours of CTO.

### **9.3 Utilization and Payment.**

9.3.1 Use. CTO shall be taken at a time mutually agreed upon by the unit member and the District.

9.3.2 Payment. All unused CTO hours credited to the employee on June 30<sup>th</sup> of any school year shall be paid out at the unit member's current hourly rate.

## **ARTICLE 10: ASSIGNMENT, TRANSFER, PROMOTION AND ADDITIONAL HOURS/TIME**

All employees covered under this Agreement are employees of the District and not of a particular school or department. The Superintendent, or designee, is authorized to transfer, assign, and/or promote according to procedures contained in this article. The District shall notify the Association of all promotion and transfer opportunities. The Association may appoint a representative to serve in the interview process.

### 10.1 Definitions.

- 10.1.1 Reassignment – Any action resulting in the physical movement of a unit member from one assignment to another, within the same classification, at the same work site.
- 10.1.2 Transfer – Any action resulting in the physical movement of a unit member from one work site to another within the same classification.
- 10.1.3 Vacancy – An unfilled bargaining unit position.
- 10.1.4 District-Initiated Transfer or Reassignment – A change in assignment or work location initiated by the administration.
- 10.1.5 Unit Member-Initiated Transfer or Reassignment – Any change in assignment or work location initiated by the unit member.
- 10.1.6 Additional Permanent Time – Increase in time allocated to an existing position.
- 10.1.7 Additional Temporary Time – On a temporary basis, time available to members of the bargaining unit in accordance with Article 3.6.
- 10.1.8 Promotion – Movement of a present employee to a position with a higher maximum compensation and higher job classification.
  - 10.1.8.1 A unit member who promotes to a different classification shall serve a six (6) month probationary period in his/her new classification.
  - 10.1.8.2 A unit member who promotes, and is released during the probationary period, shall be placed by the District in a position in their former classification.

10.2 “Substitute Employee”.

“Substitute employee” means:

- 10.2.1 any person employed to replace any classified employee who is temporarily absent from duty.
- 10.2.2 any person employed while the District is engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position; the District may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

10.3 “Short-term Employee”.

“Short-term employee” means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.

- 10.3.1 Before employing a short-term employee, the Governing Board, at a regularly scheduled Board meeting, shall specify the service required to be performed by the employee pursuant to the definition of “classification” in subdivision (a) of Section 45101, and shall certify the ending date of the service.
- 10.3.2 The ending date may subsequently be shortened or extended by the Governing Board, but shall not extend beyond seventy-five percent (75%) of a school year.

10.4 Substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a school year, shall not be a part of the classified service.

10.5 Any vacancy shall be posted at each work site and posted on the District’s web page for five (5) days prior to the closing date. Job vacancies that occur during winter, spring, and summer breaks will be posted at the District office and posted on the District’s web page for no less than ten (10) days. Employees who meet the qualifications of the job posting shall be given first consideration for any vacancy and shall be allowed to go through a normal interview process prior to selection of employees new to the District.

10.6 Unit Member-Initiated Transfer.

- 10.6.1 A permanent unit member may apply for transfer to another position by filing a written request with the Human Resources Department.
- 10.6.2 To be considered for a unit member-initiated transfer, a unit member must have permanent status and performed his/her work in a satisfactory manner during the twelve (12) month period prior to the date of the vacancy occurring. Any employee who has not been evaluated during the previous twelve (12) month period shall be deemed as having a satisfactory performance evaluation, unless

the reason for the delayed evaluation is due to the absence or conduct of the employee.

- 10.6.3 Employees in a classification in which there is a vacancy shall be given first right of refusal to the position as long as the vacant position is not more than thirty (30) minutes per day more than the employee's current hours and that the employee has been in his/her current position for at least eighteen (18) months. If more than one employee requests a transfer to the position, the most senior employee in the classification shall be placed in the position.

## 10.7 Administrative Transfer.

- 10.7.1 All administrative transfers shall be based upon the best interest of the District/school/work site as determined by the Superintendent or designee and shall not be for punitive reasons.

- 10.7.1.1 A member of the bargaining unit who receives notice of an administrative transfer shall, upon request, be provided with an opportunity to meet with the Superintendent or designee within five (5) days of the request and, prior to the transfer taking place, be advised of the reasons for the transfer.

- 10.7.1.2 The reasons for such transfer shall be in written form and placed in the Human Resources file if requested by the employee. The employee shall be afforded the opportunity to respond, and this response shall be attached prior to being placed in the Human Resources file.

## 10.8 Promotion.

- 10.8.1 Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure not less than a five percent (5%) increase as a result of that promotion and not more than ten percent (10%) increase except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

- 10.8.2 Employees are encouraged to seek promotional opportunities within the District. Any employee seeking promotion shall apply for any position within the bargaining unit by applying in written form to Human Resources.

- 10.8.3 Employees seeking a promotion opportunity shall be considered by Human Resources, and his/her qualifications shall be reviewed. Prior to the final promotion being granted, an employee who meets the qualifications of the job posting shall go through the normal interview process as determined by Human Resources. The person shall be selected for promotion based on the selection process established by the Administration.

10.9 Additional Time.

Additional time shall be offered to employees in accordance with Article 3.6.

- 10.10 Not later than September 30th of each year, the District shall make available at each work site a seniority list containing the names of unit members' seniority by his/her classification. The list shall reflect the unit members' seniority as of the preceding June 30th of the same year. Seniority is determined as described in Article 11.1.3. Upon request, a copy of the list shall be provided to the Association.

## ARTICLE 11: LAYOFF PROCEDURE

### 11.1. Definitions

- 11.1.1 Employee. An employee for the purposes of this article is a member of this unit.
- 11.1.2 Layoff. A layoff is a reduction of services (including hours) due to lack of work or lack of funds. Absent a change in law, this section shall not be interpreted to permit the Board of Trustees to reduce hours of unit members.
- 11.1.3 Seniority. For the purposes of computing seniority for members hired prior to July 1, 2003, the District and the Association shall maintain two (2) dates. The first date will reflect the employee's original date of hire and years of service in the District. The second date will reflect seniority based on the number of hours in paid status, converted into a new seniority date. This second date shall be used for seniority purposes in the event of a layoff and will be mutually agreed upon by the District and CSEA. Seniority for employees hired on or after July 1, 2003 shall be based solely on the date of hire.
- 11.1.4 Offer of Reemployment. An offer of reemployment for purposes of this article shall be deemed to have been made at the time the District offers the laid-off employee a position in the classification from which he/she was laid off, provided that the position has the same number of work hours, workweek and work year as that held by the employee prior to the layoff.
- 11.1.5 Voluntary Reductions/Demotions. For purposes of this article, an employee who elects reduction of hours or demotion to a lower classification in lieu of layoff shall have the same rights as other persons laid off, except as provided herein.

### 11.2 Application

- 11.2.1 When administration plans to recommend layoff to the Board of Trustees, the Association shall be notified in writing not less than seven (7) working days before the meeting at which such recommendations will first be considered.
- 11.2.2 The employee with the least seniority in the affected class plus seniority in a higher class, shall be laid off first.
- 11.2.3 Any employee laid off in one classification, who previously served in an equal or lower classification, may move into that equal or lower classification if his/her seniority is greater than any employee presently serving in that classification.
  - 11.2.3.1 An employee has a right to bump (displace) a less senior employee with the most similar workday and/or work year in the same or lower classification in which the laid off employee has previously served.

- 11.2.3.2 If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off first shall be made on the basis of the greater hire date seniority, and if they be equal, the employee having the earliest substitute date shall be deemed more senior, and if that be equal, then the determination shall be made by lottery.
- 11.2.3.3 In the case of an Instructional Assistant who provides services specified in an IEP, the employee seeking to displace that person must possess the skills and attributes to provide the service.
- 11.2.4 An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in Article 11.2.3 above.
- 11.2.5 An employee who exercises his/her bumping rights may not bump into a position where the hours per day are more than thirty (30) minutes greater than the hours to which the employee is entitled.
- 11.2.6 If there is a vacancy with the same or shorter workday and/or work year in the classification that the displaced employee has bumping rights, the employee will be offered the vacancy in lieu of bumping another employee.
- 11.2.7 An employee may only bump into a job/position in which the employee has previously served.
- 11.2.8 An employee who is laid off and bumps into another classification will retain his/her anniversary date for step and column advancement into the new classification.
- 11.2.9 When more than one employee has bumping rights into the same classification, the most senior employee may select which vacancy (s)he prefers.
- 11.2.10 Prior to initiating the formal layoff process the District will meet with employee(s) who it anticipates will be affected by the layoff, to discuss the employee's options and bumping rights. The affected employee(s) will have five (5) working days after the meeting to determine whether to accept the layoff, retire, or exercise his/her bumping rights and to select the classification into which s(he) will bump. The option that the employee selects will be effective on the date that the layoff is effective.

### 11.3 Retirement in Lieu of Layoff.

- 11.3.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such an employee shall, within ten (10) work days prior to the effective date of the proposed layoff, complete and submit a form, provided by the District for this purpose.

- 11.3.2 The employee shall then be placed on a reemployment list in accordance with Article 11.6, Reemployment Rights.
- 11.3.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this article, and the District is notified of acceptance of the offer, the position shall not be filled by any other person; the retired person shall be allowed sufficient time to terminate his/her retired status.
- 11.3.4 An employee who elects retirement under this section and who declines three (3) offers of reemployment shall be deemed to be permanently retired and subject to all rights, benefits and burdens of other persons retired under PERS regulations.
- 11.3.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff. All such persons shall be subject to the provisions of Articles 11.3.3 and 11.3.4 above.

#### 11.4 Notice

- 11.4.1 A notice of layoff shall be given to the affected employees. Such notice shall not be effective until not less than sixty (60) calendar days prior to the effective date of the layoff.
- 11.4.2 Employees employed in specially funded programs, where it is known that funding for programs is terminating at the end of the school year, shall be given written notice on/or before April 29 of their termination effective June 30. Employees employed in specially funded programs terminating at a date other than June 30 shall receive notice in accordance with Article 11.4.1 above.
- 11.4.3 The notice shall contain:
  - a. the employee's displacement rights, if any;
  - b. the employee's reemployment rights;
  - c. information that the employee may apply for Unemployment Insurance Benefits;
  - d. the effective date of layoff; and
  - e. the employee's right to discuss the layoff with the Superintendent or designee.
- 11.4.4 Nothing herein shall preclude a layoff for lack of funds, in the event of an actual and existing financial inability to pay salaries of unit members; nor layoff for lack of work, resulting from causes not foreseeable or preventable by the Board of Trustees, without the notice required by Articles 11.4.1 and 11.4.2 above.
- 11.4.5 Copies of layoff notices served on unit members shall be provided by the District to the Association. Copies will be sent by inter-District mail within one (1) working day after the notice is served on the unit member.



11.4.6 Employees who have been given notice of layoff shall respond in writing within ten (10) work days after being lawfully served with the notice of layoff. The employee shall indicate his/her intent to exercise seniority rights for displacement, to a lateral or lower classification or to accept an assignment with reduced hours. A work day is any day that the District office is open to the public.

#### 11.5 Reemployment Offers.

11.5.1 Offers of reemployment shall be made in writing, by certified mail, to the last known address of the employee. It shall be the responsibility of an employee who relocates to advise the District of his/her correct mailing address.

11.5.2 Upon notification of an offer of reemployment, the employee shall have seven (7) working days from the date of receipt to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy offered.

11.5.3 When vacancies arise and employees in a layoff status have no reemployment right to the position, they shall be notified in writing or by telephone of the vacancy and shall be given consideration for the vacancy if they are qualified as determined by the District.

#### 11.6 Reemployment Rights.

11.6.1 The names of employees laid off shall be placed on a reemployment list in the reverse order of layoff. All employees laid off shall be placed on the reemployment list for not less than thirty-nine (39) months. Employees accepting demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for a total of sixty-three (63) months. Employees who take voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to positions with increased assigned time as vacancies become available, and without limitation of time. All such employees shall be ranked on the reemployment list in accordance with their seniority.

11.6.2 Reemployment shall be in reverse order of layoff.

11.6.3 An employee on a reemployment list may decline three (3) offers of reemployment in his/her former classification. After the third refusal, no additional offers need be made, except that an employee may, during the period of entitlement, notify the District in writing of availability and shall thereafter be entitled to offers of reemployment for the entire period his/her name is on the reemployment list. No employee shall be removed from the reemployment list prior to the times established in Article 11.6.1 above.

11.6.4 Previous employment with the District of employees on the reemployment list shall be considered as one of the factors for promotion over outside candidates if they have notified the Superintendent or his designee of an interest in the position.

- 11.6.5 Employees on a reemployment list shall be offered work as substitutes in that classification at the appropriate substitute rate, as established by the District. Such offers shall be made prior to considering all non-District persons.

**ARTICLE 12**

*Note: This article intentionally left blank.*

## **ARTICLE 13: DISCIPLINARY ACTION**

### 13.1 Definition.

Disciplinary action, as used in this Article includes, but is not limited to dismissal, suspension without pay, demotion, reduction in hours or classification without the permanent unit member's voluntary consent.

A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

This Article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel unit members, nor shall anything in the District's evaluation procedures limit the District's right to discipline unit members pursuant to this Article.

#### 13.1.1 Permanent/Probationary.

13.1.1.1 Unit members with permanent status shall be subject to discipline only for cause pursuant to this Article.

13.1.1.2 The probationary period (see Article 17.2) is an extension of the selection process. A probationary employee may be terminated, at any time, at the sole discretion of the District.

#### 13.1.2 Progressive Discipline.

In accordance with the concept of "progressive discipline," counseling and an opportunity for improvement shall typically precede disciplinary action.

13.1.2.1 However, this concept shall not apply in cases involving gross misconduct or other circumstances deemed appropriate by the District.

13.1.2.2 The steps in "progressive discipline" include:

- Verbal Warning
- Written Warning
- Letter of Reprimand
- Suspension Without Pay/Reduction in Pay
- Dismissal

### 13.2 Causes for Discipline of Permanent Employees.

Disciplinary action may be taken by the District against a permanent employee based upon just cause, including by way of illustration and not limitation:

- 13.2.1 Incompetency, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner.
- 13.2.2 Insubordination, failure or refusal to obey reasonable rules of District superiors, or willful violation of the provisions of the Education Code, Board Policy or Regulation, other applicable laws, or the provisions of this Agreement. Refusal or failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- 13.2.3 Conviction of any felony or conviction of a misdemeanor involving moral turpitude, dishonesty, immoral conduct, drunkenness on duty, intemperance, addiction to or use of narcotics, or fraud in obtaining employment with the District.
- 13.2.4 Political activity during the assigned hours of duty.
- 13.2.5 Discourteous offensive, or abusive conduct or language or other willful failure of good conduct toward the public, a student, or another employee of the District which directly or indirectly has an adverse effect on the District.
- 13.2.6 Physical or mental incapacity
- 13.2.7 Repeated and/or unauthorized absenteeism and / or tardiness, including abuse of illness or other leave provisions.
- 13.2.8 Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- 13.2.9 Consumption of an alcoholic beverages, or an intoxicant of any kind, while on duty or reporting to work under the influence of alcoholic beverages as to cause any detrimental effect upon the unit member or up other employees. Specifically included is possession of an alcoholic beverage, or intoxicant, at a District facility or on District property.
- 13.2.10 Immoral conduct which directly or indirectly has an adverse effect on the District. Conduct, either during or outside of duty hours, which negatively impacts the unit member's ability to render service to the District.
- 13.2.11 While on duty, either used, sold/furnished, or was under the influence of, unlawfully possessed any controlled substance (as defined in Health and Safety Code Section 11007 et seq.).
- 13.2.12 While off duty, unlawfully sold/furnished, was under the influence of, or possessed any controlled substance (as defined in Health and Safety Code Section 11007 et seq.).

- 13.2.13 Conviction of any felony or conviction of any sex offense or substance abuse offense made relevant by provisions of the Education Code. A plea of guilty, or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the meaning of this section.
- 13.2.14 Disorderly conduct during working hours.
- 13.2.15 Failure to maintain licenses or certificates required by law or by the job description for the job.
- 13.2.16 Failure to adequately perform bona fide requirements of the position held.
- 13.2.17 Falsifying relevant information on application forms, employment records, time sheets or cards, absence forms or any other district records.
- 13.2.18 Willful or negligent damage to school property or willful waste of District supplies or equipment.
- 13.2.19 Knowingly providing, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
- 13.2.20 Any cause set forth in the California Education Code which mandates discipline, dismissal, or prohibits hiring.

13.3 Disciplinary Procedure.

- 13.3.1 Progressive Discipline. It is intended that discipline shall be progressive to the greatest extent permitted by individual circumstances.
- 13.3.2 Informal Conference (at the option of either party). At any level of progressive discipline, an informal conference shall be held at the request of either the employee or the administration.
  - 13.3.2.1 The employee's immediate supervisor shall attend as shall the Superintendent or his/her designee.
  - 13.3.2.2 At the informal conference, the employee and the District shall discuss the reason for the verbal warning, the written warning or the written reprimand and the unit member shall be given an opportunity to respond. The employee may be accompanied by a representative of his/her choice.
- 13.3.3 Unpaid Suspension. A unit member may be suspended without pay for up to five (5) days.
  - 13.3.3.1 An employee who receives written notice of a proposed suspension without pay of up to five (5) days is entitled to request a hearing before

the Assistant Superintendent of Human Resources. The employee may be represented at that hearing by a representative of his/her choice. Technical rules of evidence shall not apply, and the hearing shall be conducted in an informal manner.

13.3.3.2 The Assistant Superintendent of Human Resources shall issue a written decision within five (5) working days of the hearing. The employee may file a written appeal regarding the suspension to the Superintendent without pay of up to five (5) days. The Superintendent's decision shall be final and binding.

13.3.4 Written Notice of Charges. A unit member who is proposed either for termination or for suspension without pay for more than five (5) days shall be informed, in writing, either by personal service or by certified mail to the unit member's last known address, of the following:

13.3.4.1 Statement of Charges. A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include:

- a. The cause and the specific actions or missions on which the disciplinary action is based.
- b. The date on which disciplinary action will be effective.
- c. The penalty for the employee's action.
- d. Copies of written materials, reports and documents (if any) on which the discipline is based.
- e. The name of the person to whom he/she should respond.

13.3.4.2 No charge, however, shall be based on any act which occurred prior to the unit member's becoming permanent, unless such facts were concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District, nor shall charges be based on any act which occurred more than two (2) years prior to the filing of the statement of charges. Such prior causes may, however, be utilized in determining the appropriate level of discipline for a current cause for discipline.

#### 13.4 Immediate Effect.

13.4.1 Notwithstanding other provisions of this Article, a unit member against whom disciplinary action is to be taken may be immediately placed on Administrative Leave with pay upon verbal notification pending a hearing if the District has

determined that his/her presence would be detrimental to the welfare of the District, the students, the public, or other employees of the District.

13.4.2 This verbal notification shall be followed by service upon the unit member of the written notice as set forth in Article 13.3.4.

### 13.5 Association Representation.

The unit member may request the presence of an Association representative at any investigatory meeting scheduled by an administrator from which the unit member reasonably believes that disciplinary action may occur.

### 13.6 Right to a Hearing.

13.6.1 The employee may request a hearing in writing either by mail or personal delivery to the District within five (5) working days after receipt of the statement of charges.

13.6.2 A card shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall become effective on the date set forth in the notice.

### 13.7 Hearing.

13.7.1 The hearing shall be conducted before the Board of Trustees unless the Board appoints a designee to conduct the hearing.

13.7.1.1 The hearing shall be held within a reasonable period of time but not until at least five (5) working days after the filing of a request for a hearing. The hearing shall be conducted in closed session unless the employee requests a public hearing.

13.7.2 The employee may be represented at the hearing by a representative of his/her choice.

13.7.3 Technical rules of evidence shall not apply at the hearing.

13.7.4 The employee shall have the right to personally appear and testify, to call favorable witnesses, and to cross examine adverse witnesses. A record of the hearing shall be made.

13.7.5 If an employee requests a hearing, and subsequently fails to appear at the hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing. Thereafter, action may be taken without further notice to the employee in accordance with the recommendation for disciplinary action which was previously served upon the employee.



13.8 Decision of the Board of Trustees.

13.8.1 Advisory. Any decisions rendered by the designee appointed to conduct the hearing shall be advisory to the Board. Within fifteen (15) days of receiving the designee's advisory findings, a written decision of the Board of Trustees shall be sent to the employee, including the findings of fact and determination of issues.

13.8.2 Final. The decision of the Board of Trustees shall be final.

13.9 Immediate Suspension.

13.9.1 An employee against whom disciplinary action is to be taken may be immediately suspended with pay pending a hearing when his/her presence would be detrimental to the welfare of the District, students, or other employees of the District. Such immediate suspension may be ordered by the Superintendent or his/her designee after the employee has been notified of the charges against him/her and has been given an opportunity to respond in the presence of his/her representative.

13.9.2 If a representative of the employee's choice is unavailable prior to the commencement of the suspension, the employee may be suspended after having been given notice of the charges and an opportunity to respond. The employee shall then be entitled to a second conference with the Superintendent or his/her designee in the presence of his/her representative following the commencement of the suspension.

13.10 Abandonment of Position.

A unit member who is absent without approved leave for a period of more than five (5) consecutive work days shall be deemed a voluntary resignation.

13.10.1 The Assistant Superintendent of Human Resources shall notify the unit member, in writing, that he/she has been deemed a voluntary resignation.

13.10.2 The unit member shall have five (5) calendar days to respond and explain the absence.

13.10.3 If the unit members fails to respond, or the unit member's explanation is not satisfactory to the Assistant Superintendent of Human Resources, the unit member will be separated from District service.

13.10.4 If the unit member does not accept the decision of the Assistant Superintendent of Human Resources, he/she may appeal that decision to the Superintendent who will make a recommendation to the Board of Trustees. The decision of the Board of Trustees shall be final.

13.11 Reasonable Suspicion Testing.

- 13.11.1 If a supervisor believes that a bargaining unit member is under the influence of a controlled substance while on duty, he/she shall seek verification from a second person (except in extraordinary circumstances, this shall be law enforcement).
- 13.11.2 If both observers believe that the bargaining unit member is under the influence, he/she may immediately be tested for drugs and/or alcohol.

## ARTICLE 14: GRIEVANCES

### 14.1 Purpose.

The purpose of this procedure is to equitably resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly. This grievance procedure shall be used to process and resolve grievances arising under this agreement.

### 14.2 Definitions.

14.2.1 Grievance. A “grievance” is an alleged violation, misinterpretation or misapplication of an express term of this Agreement.

14.2.1.1 Actions to challenge or change the terms of this Agreement shall not be considered a grievance.

14.2.1.2 Matters for which a specific method of review is provided by law are not within the scope of this procedure.

14.2.2 Grievant. A grievant is defined as:

14.2.2.1 An individual aggrieved unit member, or

14.2.2.2 The Association.

14.2.2.3 After Level III, Grievant means only the Association.

14.2.3 Day. A “day” is any day in which the District Office is open for business.

### 14.3 General Provisions.

14.3.1 Every effort shall be made to complete action within the time limits contained with the grievance procedure; time limitation may be compressed or extended by written stipulation of both parties.

14.3.2 A grievance shall be submitted on the form that is Exhibit G to this Agreement.

14.4 Informal Level. Within twenty (20) days after the employee knew or reasonably should have known of the event or circumstances occasioning the grievance, the grievant and his/her representative, if any, shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.

14.5 Level I.

- 14.5.1 If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than thirty (30) days after the informal discussion.
- 14.5.2 The formal document shall be a clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.
- 14.5.3 Within ten (10) days after the filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing to the grievant.

14.6 Level II.

- 14.6.1 If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Superintendent or designee. The grievant may file a copy with the Association.
- 14.6.2 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
- 14.6.3 Within ten (10) days after the appeal is filed, the Superintendent or designee shall investigate the grievance and give his/her decision in writing to the grievant.

14.7 Level III.

- 14.7.1 In the event that the grievance is not satisfactorily adjusted at Level II, the Association may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within ten (10) working days of the receipt of the response at Level II or the failure of the District to timely respond.
- 14.7.2 After giving serious and thorough consideration, the Board shall submit those grievances that are not found to be detrimental to the efficient and effective operation of the school district to binding arbitration within fifteen (15) days. All other grievances shall be submitted to advisory arbitration.
- 14.7.3 If the Board determines that the grievance may have a detrimental impact, the grievant, upon request, shall receive a written statement of the Board's rationale and shall, upon request, have a right to appear with his/her representative before the Board in executive session to state his/her position.
- 14.7.4 If an advisory arbitration award is rejected or modified by the Board, the arbitrator's advisory award shall, upon request by the grievant, be made public within five (5) days.

- 14.7.5 An impartial arbitrator shall be selected jointly by the Association and the District within ten (10) days after complying with Articles 14.5 or 14.6 above. In the event that the parties cannot agree, the American Arbitration Association rules shall apply with respect to selecting an arbitrator.
- 14.7.6 The fees and expenses of the arbitrator and a court reporter, if requested by the arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.
- 14.7.7 The rules of the American Arbitration Association shall govern the arbitration. The arbitrator shall have a no authority to add to, delete, or alter any provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.
- 14.7.8 After hearing the evidence, the arbitrator shall submit his/her findings and recommendations in writing to the Board of Trustees and to the grievant.
- 14.7.9 If the arbitrator's decision is advisory, the Board shall review the record and render a final and binding decision on the grievance.
- 14.7.10 The decision shall be rendered no later than the second regularly scheduled meeting after receipt of the advisory recommendations.
- 14.7.11 If the arbitrator's decision is to be binding pursuant to a decision under Article 14.7.2 above, the arbitrator's decision shall be binding.
- 14.8 Miscellaneous.
- 14.8.1 Response. If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.
- 14.8.2 Conference. Grievants shall have the right to a conference, upon request, at each level.
- 14.8.3 Records. All records of the proceedings shall be retained by the Human Resources Department in a separate secured grievance file.
- 14.8.4 Reprisals. No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 14.8.5 Release Time. Release time shall be provided for the grievant and necessary witnesses and Association representatives to participate in the grievance process.
- 14.8.6 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the Association may submit the grievance in writing to the Superintendent or designee.

- 14.8.7 Forms. Forms for filing and processing grievances shall be prepared jointly by the Administration and the Association with the cost being borne by the District.
- 14.8.8 Grievance Without Intervention. An employee may elect to represent himself/herself in a grievance without the intervention of the Association, as long as the adjustment is reached prior to arbitration and it is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the District has provided the Association with a copy of the grievance and proposed resolution and has given the Association opportunity to file a response.
- 14.8.9 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate District grievance file and will not be kept in the Human Resources file of any of the participants. Such records shall be destroyed after a three (3) year duration.
- 14.8.10 Time Limitations. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 14.8.11 Time Extension. Time limits may be extended by mutual agreement between the parties.

## ARTICLE 15: SAFETY CONDITIONS

- 15.1 The District shall provide safe working conditions. The parties recognize that, in today's society, it is not possible to guarantee a totally safe working environment. The District will, however, not knowingly permit unsafe working conditions to exist. All alleged unsafe working conditions shall be reported to the employee's immediate supervisor and the District Safety Committee in writing.
- 15.2 The District shall comply with all safety requirements imposed by State or Federal laws or regulations. All alleged violations of safe work conditions shall be reported to the employee's immediate supervisor (or designee). If the situation has not been resolved within a reasonable period of time, the employee may submit such alleged violations to the appropriate administrative agency, such as CAL OSHA. No employee shall in any way be discriminated against as a result of reporting any condition believed to be a violation.
- 15.3 A joint committee (three [3] assigned by the Association and three [3] assigned by the Administration) shall be established to review safety conditions. The committee shall meet, as necessary, and make recommendations to the Superintendent.
- 15.4 Safety equipment and appropriate rain gear will be provided by the District for maintenance and grounds work. The District will make available at each site appropriate safety equipment and rain gear for custodial and food service employees as necessary for the performance of their duties.
- 15.5 Summer Attire. A unit member may elect to wear shorts during the summer months (starting with the first day after the student academic calendar is completed and continuing through the day before the first student attendance day) when performing their assigned duties.
- 15.5.1 If assigned duties include safety hazards (by way of illustration and not limitation, this includes operation of mowing equipment, use of caustic materials, etc.), the employee must wear clothing suitable to offer the maximum protection to the employee.
- 15.5.2 Shorts shall be professional (similar to those worn by FedEx and UPS drivers).
- 15.5.3 No tank tops are allowed.
- 15.5.4 Unit members in the Maintenance & Operations Department whose regular duties include working outside or heavy cleaning activities (e.g. team cleaning) may wear shorts from June 1 through September 30.

## 15.6 Alcohol and Controlled Substances.

Doctor-prescribed and over-the-counter medications may be used by unit members provided the use of such medications do not affect the unit member's job performance. If a unit member is taking prescribed or over-the-counter medication that may impair the unit member's ability to perform his/her assigned duties (including operation of a motor vehicle or other assigned equipment), the unit member shall inform the Assistant Superintendent of Human Resources (or designee) of the restriction.



## **ARTICLE 16: EMPLOYEE MILEAGE**

- 16.1 Employees required to use their vehicles in the course of duties shall be compensated at not less than the established IRS rate per mile for actual miles driven on behalf of the District. A mileage reimbursement form is required to be completed monthly by the employee, unless otherwise directed by a supervisor, and submitted to his/her supervisor for approval and processing.

## **ARTICLE 17: PERFORMANCE EVALUATION**

- 17.1 The employee shall be evaluated by the designated supervisor and site administrator as applicable. Evaluations shall be made on the basis of personal observation and knowledge of the evaluator. Annual evaluation of permanent employees shall be completed no later than May 31st of each school year.
- 17.2 Probationary Period.
- 17.2.1 The probationary period is ten (10) months.
- 17.2.1.1 Probationary employees shall be evaluated prior to the completion of their third (3rd) and sixth (6th) month of employment.
- 17.2.1.2 At the end of six (6) months, the District will determine whether to grant permanent status or whether to continue the probationary period. The employee shall be notified of the District's decision not later than ten (10) working days prior to the end of the six (6) months.
- 17.2.1.3 If the employee does not attain permanent status at the end of six (6) months, and the District determines to continue the employee's probationary period (not longer than through the tenth (10<sup>th</sup>) month of employment), the employee shall be advised of the reasons for the continuation.
- 17.2.2 Probationary employees may be released from employment at any time prior to the end of their probationary period (including any continuation pursuant to this Section 17.2) without notice, cause, or right of appeal.
- 17.3 Unit members promoted to an assignment shall typically receive a written evaluation at the end of their third (3rd) and/or sixth (6th) month in the assignment.
- 17.4 Employees shall be evaluated on the basis of duties assigned to the position.
- 17.5 All evaluations are to be discussed with and signed by the employee and supervisor. In case of an unsatisfactory evaluation report, the employee shall have the opportunity to submit a statement not later than ten (10) days from the date of the conference at which the evaluation is given and reviewed with the employee to be attached to the evaluation report before it is placed in the employee's personnel file.
- 17.6 Special evaluations may be made because of outstanding or unsatisfactory employee performance or conduct.
- 17.7 Any negative evaluation shall contain specific recommendations for remedy as well as time lines for remediation.

- 17.8 All evaluations shall be kept in confidence and shall be available to other employees or agents of the District only when actually necessary in the proper administration of the District's affairs or the direct supervision of the employee.
- 17.9 Any employee who has not been evaluated during the previous twelve (12) months shall be deemed as having a satisfactory performance evaluation, unless the reason for the delayed evaluation is due to the absence or conduct of the employee.
- 17.10 The evaluation shall be made on the form as indicated by Exhibit H, Evaluation of Classified Employee form.
- 17.11 A "Performance Improvement Plan" (PIP) shall be developed for an employee who receives a rating of "Below Standard" (3) and/or "Unsatisfactory" (4). Areas to be improved, steps to meet standards and timelines shall be included in the PIP (Exhibit I, Performance Improvement Plan form).

## **ARTICLE 18: PERSONNEL FILES**

- 18.1 Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 18.2 Such material is not to include ratings, reports, or records which:
- Were obtained prior to the employment of the person involved.
  - Were prepared during the interview process.
  - Were obtained in connection with a promotional examination.
- 18.3 A unit member shall have the right to inspect personnel records upon request, provided that the inspection is made at a time when the unit member is not actually required to render services to the District.
- 18.4 Information of a derogatory nature, except material mentioned in the second paragraph of this section (18.2), shall not be placed in the personnel file unless and until the employee is given notice and an opportunity to review and comment thereon. Any such written materials shall indicate the date it is placed in the employee's personnel file and be signed by the author. Any employee shall have the right to respond in writing, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee may request permission from his/her supervisor to review their personnel file at a time that the supervisor deems as appropriate, and the employee shall be released from duty for this purpose without salary reduction.
- 18.5 In the event citizens' complaints arise which may affect the employee's evaluation, they shall be communicated to the employee within ten (10) days, at which time an administrative conference may be called to resolve the problem. In the event materials of a derogatory nature are to be placed into the employee's file as a result of this conference, said materials shall be placed pursuant to Article 18.4 above.

## ARTICLE 19: PROFESSIONAL GROWTH

- 19.1 Eligibility. All permanent classified employees of the District are eligible to participate in the Professional Growth Program.
- 19.2 Intent to Participate. The employee shall complete, in triplicate, a Professional Growth Request Form (Exhibit J) and submit it to the principal/supervisor of his/her work site. The principal/supervisor will approve or disapprove the employee's request. A denial of the request will require the principal/supervisor to submit reasons for such denial. The request form, after being completed by the employee and principal/supervisor, whether approved or disapproved, will be submitted to Human Resources for review. Human Resources will submit to the principal/supervisor any reasons for denial. Human Resources may approve a previously disapproved form.
- 19.3 Credit. Credit for Professional Growth increments will be given for satisfactory completion of courses from college, community college, university, adult education, and trade school courses pertinent to the employee's job assignment, as well as attendance at approved non-college and District workshops. Professional Growth credit will be granted in semester unit equivalents:

Approved courses:

One (1) quarter unit equals two-thirds (2/3) semester units

Three (3) quarter units equal two (2) semester units

District Workshops:

Fifteen (15) hours of District approved non-college class attendance equals one (1) semester unit.

- 19.4 Unit Requirements. Ten (10) semester units are required for each professional growth increment. Of the units required, six (6) must be related to the employee's specific classification or area of employment in the District as determined by Human Resources. All ten (10) units may be job related.
- 19.4.1 No more than ten (10) units shall be allowed for credit during the school year. Upon initiating a Professional Growth Program, an employee must complete each ten (10) unit award within a three (3) year period.
- 19.4.2 Transcripts of work completed or verification of work to be completed or in progress must be submitted to Human Resources on or before June 1 to be included in the July 1 payroll for that school year and each succeeding year of employment. The increment will be added to the annual salary at the beginning of the school year (July 1) and included with the regular monthly pay warrant.
- 19.4.3 Upon verification of completion of the (10) semester units of course work (including workshops and other training) that meet the requirements as stated herein, the employee shall be granted an increment of four hundred dollars (\$400) per year (prorated over the number of pay periods). Employees working less than

eight (8) hours per day shall receive a prorated portion of the professional growth increment equal to the proportion of the total number of hours worked per year.

- 19.5 Achievement Award. The District may provide a regular program of monetary awards for valuable suggestions, services or accomplishments to employees under the provisions of Educational Code Section 44015 or its successor. If such a program is provided, the District shall consult with the Association on implementation.

## ARTICLE 20: LEAVES

### 20.1 Association Release Time.

#### 20.1.1 Chapter Leave.

That bargaining unit member who has been elected Chapter President, or upon notice to the District, two (2) members of the Executive Board designated by the Chapter President, may utilize up to eighty (80) hours of release time in a calendar year to engage in chapter activities.

20.1.1.1 Such time shall not be utilized to the detriment of the District.

20.1.1.2 Release time is subject to prior approval by the Assistant Superintendent of Human Resources (or designee) which shall not be unreasonably withheld.

20.1.1.3 CSEA shall submit an accounting of hours used to the Assistant Superintendent of Human Resources on a monthly basis. Once every six (6) months, the District shall present CSEA with an invoice to reimburse the District for all salary and benefit costs associated with the Chapter President's absence. Payment shall be made within thirty (30) calendar days of receiving an invoice from the District.

#### 20.1.2 Union Stewards.

20.1.2.1 CSEA shall select unit members to serve as Union Stewards. CSEA will keep the District advised of the identity of the employees selected, in writing, at all times.

20.1.2.2 An employee shall have the right to have a Union Steward present if she/he is directed to participate in an investigatory interview which the employee reasonably believes may result in discipline. If the Union Steward is not available, the District will postpone the investigatory interview for a reasonable time to permit a Union Steward to be present.

20.1.2.3 The Union Steward shall be entitled to investigate and adjust grievances on behalf of employees.

20.1.2.4 The Union Steward shall not engage in any action, during work hours, to investigate or adjust a grievance without prior permission from the Assistant Superintendent of Human Resources.

- a. When adjusting or investigating a grievance, the Union Steward shall not interrupt or interfere with the work of another employee.

b. Permission will not be unreasonably denied.

20.1.3 Annual Conference.

Whenever reasonably possible, the District will release unit members who serve as Chapter delegates to attend CSEA's annual conference. Such release will be without pay unless CSEA reimburses the District for the full cost of the employees' wages and benefits.

20.1.4 Night Custodians.

A night custodian may be absent from duty to attend an Association meeting up to ninety (90) minutes once per month. They must, however, return to their site and work their full number of assigned hours for that day at the regular rate of pay.

20.2 Bereavement Leave. A classified employee is entitled to a leave-of-absence with full pay, not to exceed three (3) days, or five (5) days if out-of-state travel or distance required to travel exceeds three hundred (300) miles, on account of the death of any member of the immediate family. Immediate family shall include mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee or any relative living in the immediate household of the employee, or domestic partner as that term is defined by State law (or the mother, father, brother, sister, son or daughter of a domestic partner).

20.3 Childcare/Adoption.

20.3.1 Childcare.

20.3.1.1 A classified employee shall be granted for childcare reasons Personal Necessity Leave and/or Emergency Leave in accordance with the provisions of these leaves.

20.3.1.2 A classified employee for childcare reasons may be granted a personal leave of absence for up to one (1) year. This leave shall be without pay.

20.3.2 Adoption.

20.3.2.1 A classified employee shall be granted for adoption purposes Personal Necessity Leave and/or Emergency Leave in accordance with the provisions of those leaves.



20.3.2.2 A classified employee adopting a child may be granted a personal leave of absence for up to one (1) year. This leave of absence shall be without pay.

#### 20.4 Court Appearances.

20.4.1 Leave shall be granted for court appearances as a witness or juror, other than as a litigant, pursuant to subpoena. The leave shall be granted with pay up to the difference between the employee's regular pay and any amount he/she receives as witness or juror fee (less mileage, toll fees, meal reimbursement).

20.4.2 Any member working a shift which begins after 12:00 noon who is required to report to jury duty on a day in which he/she is regularly required to work, shall be relieved from his/her work assignment for that day if he/she is released from jury duty after 12:00 noon.

#### 20.5 Emergency Leave.

20.5.1 Each employee shall be granted emergency absence from service without loss of pay or sick leave under the following conditions:

20.5.1.1 Sudden or unexpected illness or injury of a member of the immediate family or necessary surgery for a member of the immediate family, or natural disaster declared as a state of emergency by the governor. Immediate family shall include mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee, or domestic partner.

20.5.1.2 Emergency absence granted under this provision shall be no less than one-half (1/2) day or more than two (2) days during any school year. This leave may be extended at full pay upon approval of the Board of Trustees. Such leave is not cumulative from year to year.

#### 20.6 Industrial Accident and Illness Leave.

20.6.1 An employee shall be entitled to an industrial accident or illness leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall commence on the first day of absence and shall not be accumulated from year to year. When any leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

20.6.2 Payment for wages lost on any day shall not, when added to an award granted the employee under Worker's Compensation laws of this state, exceed the normal wage for the day.

- 20.6.3 The Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness Leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave shall then be used. If, however, any employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 20.6.4 Whenever possible, injuries shall be reported within twenty-four (24) hours to the Human Resource Office on forms provided for this purpose.
- 20.6.5 Whenever possible, serious accidents or accidents requiring immediate hospitalization should be reported immediately by phone to the Human Resources Office.
- 20.6.6 This leave shall only be available to permanent unit members.

## 20.7 Leave Without Pay.

- 20.7.1 The Superintendent may grant leaves of absence without pay for a period of up to thirty (30) calendar days.
- 20.7.2 Leaves of absence without pay in excess of thirty (30) calendar days may be approved by the Board of Trustees upon the recommendation of the Superintendent.
- 20.7.3 Sick leave shall not be honored when an illness or injury occurs during the Leave Without Pay except when (1) it is known in advance of the beginning of the Leave Without Pay that a temporary disability, including but not limited to pregnancy related or elective surgery, will occur during the leave, and (2) a physician has so verified in advance of the leave that such temporary disability will occur.
- 20.7.4 The employee may continue any health and welfare benefits at his/her own expense subject to approval of the carrier.

## 20.8 Maternity Leave.

- 20.8.1 Classified employees shall be entitled to utilize sick leave (including five [5] months' substitute deducted pay, if needed) for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, child birth, and recovery there from.
- 20.8.2 The length of leave of absence including the date on which the leave shall commence and the date for which the employee shall resume duties, shall be

determined by the employee and the employee's physician. A letter clarifying the length of the temporary disability shall be signed by the employee and the employee's physician and filed in Human Resources.

- 20.8.3 The employee who requests a Leave Without Pay which is related to pregnancy (i.e., child care) shall notify the District of her pregnancy approximately thirty (30) days prior to the expected date of delivery.
- 20.8.4 The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, child birth, and recovery there from, shall be the same manner of reporting sick leave except as noted above.
- 20.8.5 Leaves of Absence for purposes related to pregnancy (i.e., child care) that are in addition to sick leave granted for the temporary disability may be granted in accordance with the Leave Without Pay policy.
- 20.8.6 Leaves of absence for paternity shall not constitute a break in service.
- 20.9 Military Leave. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 20.10 Personal Necessity Leave.
  - 20.10.1 All classified employees are entitled to use accumulated sick leave for personal necessity. Personal necessity leaves are allowable for the following reasons:
    - 20.10.1.1 Death or serious illness of a member of the employee's immediate family. (See Article 20.2, Bereavement Leave for definition.)
    - 20.10.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family. (See Article 20.2, Bereavement Leave for definition.)
    - 20.10.1.3 Personal business or other "contingency" that cannot be taken care of before or after work hours or on Saturday or Sunday.
    - 20.10.1.4 Up to three (3) days for other personal reasons. The employee is not required to give a reason for the absence, but prior approval is required.
  - 20.10.2 Prior authorization, except under extenuating circumstances, is required for 20.10.1.3 above.
  - 20.10.3 When using this leave, the Personal Necessity Leave form shall be filed (see Exhibit K, Time Off Request form).

20.10.4 No such accumulated leave in excess of seven (7) days may be used for any reason enumerated in Article 20.10.1 above.

20.11 Sick Leave.

20.11.1 Each employee shall be allowed sick leave as provided in the Education Code. Any days not used are accumulated by the employee for subsequent use as necessary.

20.11.2 After a classified employee has exhausted all paid sick leave benefits and when the absence is for five (5) months or less, he/she shall receive the difference between his/her regular salary and that of his/her substitute whose salary shall be less than that of the regular employee.

20.11.3 Upon the request of the employee and the recommendation of accepted medical counsel, the Board of Trustees may grant up to one year's leave of absence for the benefit of the employee's health, the employee to receive the difference between his/her regular salary and that of the person added to the staff due to his/her absence, or, if no person is added to fill his/her position, the amount which would have been paid to a substitute had one been employed.

20.11.4 The administration may require a doctor's certification or other proof of illness before allowing payment for days of absence due to illness or accident.

20.11.5 An employee may use accrued sick leave to care for an ill parent, spouse, dependent child, domestic partner. The maximum leave available for this purpose on an annual basis shall be the amount of leave an employee accrues over a six month period (Labor Code Section 233).

20.12 Sick Leave Incentive. If a unit member does not use any sick leave for illness during the school year (July 1 – June 30), he/she shall be allowed one (1) release day with pay, to be scheduled the following school year (July 1 – June 30), at a time mutually agreed to by the employee and his/her immediate supervisor. Should the employee experience a change in assigned hours the following year, the release day shall be based on the newly assigned hours.

20.13 Family Care Leave. The District shall provide each unit member with leave in accordance with the State (Government Code Section 12945.2 and/or Federal PL 103-3) Family and Medical Leave acts. All definitions and requirements of State and Federal law and regulations shall be applicable to this section.

20.13.1 Family care leave is an unpaid leave for up to twelve (12) work weeks.

20.13.2 Family care leave shall be available for:

20.13.2.1 The employee's own serious health condition;

- 20.13.2.2 Birth, adoption or foster care of a child;
- 20.13.2.3 Care of a seriously ill member of the employee's immediate family. Immediate family is defined as parent, spouse or child.
- 20.13.3 An eligible employee is one who has been in the continuous employment of the District for one (1) year and has worked at least 1250 hours in the twelve (12) months prior to the requested leave period.
- 20.13.4 Pregnancy disability leave, as defined under California law, shall be available separately from family care leave.
- 20.13.5 Serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves either of the following:
  - a. Inpatient care in a hospital, hospice, or residential health care facility.
  - b. Continuing treatment or continuing supervision by a health care provider.
  - c. Examples of serious health conditions include, but are not limited to: cancer, heart attacks, strokes, respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous conditions and Alzheimer's.
- 20.13.6 Certification requirements for documenting an employee's own serious health condition or documenting the care to be provided by the employee to a family member and the expected duration of such care shall be in accordance with California regulations.
- 20.13.7 Employees are required to give thirty (30) days' advance notice to the District whenever possible. The minimum duration of a leave for birth, adoption or foster care placement of a child is at least two (2) weeks. Leave for the serious health condition of the employee's child, parent or spouse or of the employee may be taken intermittently, but for no less than one (1) hour of a workday.
- 20.13.8 An employee shall utilize any and all accrued vacation and/or compensatory time off during this leave. In addition, Family Care Leave under this section shall run concurrent with all other leaves of absence available under this Article.
- 20.13.9 An employee exercising this leave shall continue to receive his/her District provided health benefits as an active employee. An employee shall continue his/her contribution to health benefits cost if the employee was required to do such prior to commencement of the leave.
- 20.13.10 Employees shall be guaranteed the same or equivalent position with equivalent benefits, pay and terms of employment as when the employee began his/her leave, unless the position is eliminated through a layoff, in which case the provisions of Article 11 shall apply.

- 20.13.11 The parties agree that any modifications of rights, under state or federal law that are more beneficial to employees, shall be accorded to unit members.
- 20.14 Family School Partnership Leave. The District shall provide leave pursuant to the Family School Partnership Act as required by Labor Code Section 230.8. An employee who is a parent, guardian or grandparent with custody of one or more children (K-12) shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attend under the following circumstances:
- 20.14.1 The employee may elect to utilize accrued vacation, compensatory time off, personal leave, or time off without pay for this purpose.
- 20.14.2 The employee shall give one (1) week advance notice to his/her immediate supervisor of the planned absence. Lesser notice shall be permitted and honored when extenuating circumstances exist.
- 20.14.3 The employee may be required to provide written documentation that he/she participated in school activities on a specific date and at a particular time.
- 20.15 State Disability Leave. The District agrees to provide a program of State Disability Insurance for all employees in the bargaining unit at the employee's expense.
- 20.16 Rights Upon Termination of Leaves.
- 20.16.1 A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods or such lesser leave period that it may provide but not to exceed a total of eighteen (18) months.
- 20.16.2 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- 20.16.3 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed thirty-nine (39) months that the employee is able to assume the duties of his/her position, he/she shall be re-employed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take

preference over all other applicants except for those laid off for lack of work or funds under Section 45298, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

## ARTICLE 21: DISTRICT REQUIRED UNIFORMS

21.1 The District shall provide unit members in the following classifications with uniform shirts:

- Campus Monitors
- Campus Supervisors
- Child Nutrition Food Service Workers
- Custodians
- Groundskeepers
- Maintenance Workers
- Warehouse Workers

21.2 The District shall provide a maximum of five (5) uniform shirts for each employee and probationary employee who is required to wear one. Probationary employees will be issued the uniforms at time of hire. (See Exhibit N, District-Issued Required Uniforms)

21.2.1 The District-provided uniform shall be worn by all unit members so required whenever they are engaged in District service.

21.2.2 The laundering and care of the uniform shall be the responsibility of the unit member.

21.2.3 A uniform that is no longer wearable or deemed inappropriate by the supervisor shall be replaced:

21.2.3.1 by the District upon receipt of the damaged uniform by the supervisor who will verify that the damage occurred during the normal performance of the unit member's duties.

21.2.3.2 by the unit member if the damage resulted from the negligence of the unit member.

21.2.4 Uniforms shall be worn only when the unit member is engaged in services to the District, or in attendance for a District-sponsored event scheduled during non-work hours.

21.2.5 All uniforms are the property of the District. When a unit member severs employment with the District, all District uniforms shall be returned to the District. If fewer than five (5) uniforms are returned, the cost of the replacement of new uniforms shall be deducted from the unit member's final pay warrant.



**ARTICLE 22: NEGOTIATIONS**  
*Note: This article intentionally left blank.*

## **ARTICLE 23: COMPLETION OF AGREEMENT**

### 23.1 Entire Agreement.

This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiations.

### 23.2 Duty to Negotiate.

Neither the District nor CSEA shall have any obligation to meet and negotiate during the express initial term of this Agreement (see Article 24.1) on any subject covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.

## ARTICLE 24: TERM AND REOPENERS

### 24.1 Term.

The term of this Agreement shall be from July 1, 2014 through and including June 30, 2017.

### 24.2 Reopeners.

24.2.1 There shall be no reopeners for the 2014/2015 or the 2015/2016 school years.

24.2.2 For the 2016/2017 school year, the Association may invoke the provisions of 24.3.2.

### 24.3 “Me Too” Provision.

24.3.1 If, for any of the years set forth in 24.2, above, any other employee group in the District (DTA, confidential or leadership) receives an increase to compensation:

24.3.1.1 If ongoing, the Association shall receive the same percentage increase which will be applied to its salary schedule. The Association may propose to the District an alternative distribution of the compensation. Any such proposal will be considered in good faith by the District.

24.3.1.2 If one-time, CSEA shall receive the same compensation (either flat dollar or a percentage based on the unit members’ step on the salary schedule).

24.3.2 At the end of the term of this Agreement (June 30, 2017), and each collective bargaining agreement renewal thereafter (unless the “Me Too” is negotiated out of the Agreement), when reopening negotiations for a successor collective bargaining agreement, CSEA may choose to:

24.3.2.1 apply the “Me Too” provision; or

24.3.2.2 negotiate for total compensation.

24.3.2.3 If “Me Too” is chosen:

a. the same percentage that is applied to the salary schedule shall also be applied to the District’s contribution for benefits;

b. the “Me Too” is not implemented until bargaining is completed on all other terms being negotiated (unless statutory impasse is certified, implementation shall be retroactive). If statutory impasse is certified, retroactive implementation shall be adjusted to the date of certification of impasse.



**ARTICLE 25: SAVINGS**

If any provision of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in force and effect.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement on the day and year first above written.



\_\_\_\_\_  
For California School Employees Association  
Keoki Yee, CSEA President, Chapter 439



\_\_\_\_\_  
For Dublin Unified School District  
Keith Rogenski, Assistant Superintendent

November 21, 2014

**REPRESENTATION UNIT**

The California School Employees Association and the Board of Trustees of the Dublin Unified School District hereby agree that the appropriate representation unit of classified employees for negotiating purposes under the EERA shall be as follows:

Shall INCLUDE the following major groupings of jobs:

- Clerical and Secretarial and Technical
- Operations and Maintenance to include Custodial/Maintenance/Grounds
- Instructional Assistants (paraprofessional)
- Medical Educational Associates
- Food Service Workers
- Designated Instructional Service/Related Providers
- Campus Safety, to include Campus Supervisors, Locker Room Monitors and Noon Supervisors if the employee holds another bargaining unit position

EXCLUDING:

- Management
- Supervisory
- Confidential
- Casual Employees including substitutes
- Noon Supervisors not holding another bargaining unit position

# Dublin Unified School District 2014-2015 School Calendar

EXHIBIT B

JULY 2014					AUGUST 2014 (3)					SEPTEMBER 2014 (21)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
	1	2	3	4					1	1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26
28	29	30	31		25	26	27	28	29	29	30			
OCTOBER 2014 (21)					NOVEMBER 2014 (K-4-13) (9-12-14)					DECEMBER 2014 (15)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
		1	2	3						1	2	3	4	5
6	7	8	9	10	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	17	18	19	20	21	22	23	24	25	26
27	28	29	30	31	24	25	26	27	28	29	30	31		
JANUARY 2015 (19)					FEBRUARY 2015 (19)					MARCH 2015 (20)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
			1	2	2	3	4	5	6	2	3	4	5	6
5	6	7	8	9	9	10	11	12	13	9	10	11	12	13
12	13	14	15	16	16	17	18	19	20	16	17	18	19	20
19	20	21	22	23	23	24	25	26	27	23	24	25	26	27
26	27	28	29	30						30	31			
APRIL 2015 (19)					MAY 2015 (20)					JUNE 2015 (K-8-10) (9-12-9)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
		1	2	3					1	1	2	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
27	28	29	30		25	26	27	28	29	29	30			

8/27/14 First day of school

180 Student Days; 18S Teacher Work Days

**Early Release Schedule K-5**  
8/27-29/14 all grades K-5  
11/6,7,12,13 K-5  
5/8-10/15 K-5 end of year

**Minimum Days**  
10/31/14 K-5 end of 1st trimester  
11/14/14 K-8  
12/19/14 K-12  
1/21-23/15 Dublin HS finals  
1/23/15 6-8 end of 2nd quarter/9-12 sem.  
2/27/15 K-5 end of 2nd trimester  
3/27/15 K-12  
6/9-11/15 Dublin HS finals  
6/11-12/15 K-8

**Student Non-Attendance Days**  
9/25/14 Staff Dev Day  
10/9-10/14 Staff Dev Day

**Teacher Work Days - No Students**  
9/26/14 teacher work day  
11/10/14 K-8 conference/work day  
5/12/15 9-12 work day

**Holidays/Breaks (no students & teachers)**  
9/1/14 Labor Day  
11/11/14 Veteran's Day  
11/24-28/14 Thanksgiving Break  
12/22/14-1/2/15 Winter Break  
1/19/15 Martin Luther King, Jr. Day  
2/16/15 President's Day  
3/30-4/3/15 Spring Break  
5/25/15 Memorial Day

Board Approved - 6/10/14

**Quarter and Trimester End Dates**  
1st Qtr-10/31; 2nd Qtr-1/23; 3rd Qtr-3/27; 4th Qtr-6/12  
Trimesters: T1-10/31; T2-2/27; T3-6/12

= collaboration

Dublin Unified School District  
2014-2015 School Calendar - 12 Months

JULY 2014					AUGUST 2014 (3)					SEPTEMBER 2014 (21)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
	1	2	3	4					1	1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26
28	29	30	31		25	26	27	28	29	29	30			
OCTOBER 2014 (21)					NOVEMBER 2014 (K-4=13) (9-12=14)					DECEMBER 2014 (15)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
		1	2	3						1	2	3	4	5
6	7	8	9	10	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	17	18	19	20	21	22	23	24	25	26
27	28	29	30	31	24	25	26	27	28	29	30	31		
JANUARY 2015 (19)					FEBRUARY 2015 (19)					MARCH 2015 (20)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
			1	2	2	3	4	5	6	2	3	4	5	6
5	6	7	8	9	9	10	11	12	13	9	10	11	12	13
12	13	14	15	16	16	17	18	19	20	16	17	18	19	20
19	20	21	22	23	23	24	25	26	27	23	24	25	26	27
26	27	28	29	30						30	31			
APRIL 2015 (19)					MAY 2015 (20)					JUNE 2015 (K-8=10) (9-12=9)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
		1	2	3					1	1	2	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
27	28	29	30		25	26	27	28	29	29	30			

8/27/14 First day of school

**Key to Symbols**

**Early Release Days**

**CSEA Contract Holidays**

9/1/14	Labor Day
11/11/14	Veteran's Day
11/26-28/14	Thanksgiving
12/23-31/14	Winter Contract Holiday
1/1/2015	New Years Day
1/19/15	Martin Luther King Jr. Day
2/16/15	Presidents' Day
5/25/15	Memorial Day

**Student Non-Attendance Days**

8/25/14	Staff Dev Day
10/9-10/14	Staff Dev Day

12/19/2014	Early Release 1:00 pm
3/27/2015	Early Release 1:00 pm

**Instructional Breaks**

11/24-28/14	Thanksgiving Break
12/22/14-1/2/15	Winter Break
3/30-4/3/15	Spring Break

**Non-Duty Day**

1/2/2015

Board Approved - 6/10/14

**Quarter and Trimester End Dates**

1st Qtr-10/31; 2nd Qtr-1/23; 3rd Qtr-3/27; 4th Qtr-6/12
Trimesters: T1-10/31 ; T2-2/27; T3-6/12



Dublin Unified School District  
2014-2015 School Calendar - Less Than 12 Months

JULY 2014					AUGUST 2014 (3)					SEPTEMBER 2014 (21)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
	1	2	3	4					1	1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26
28	29	30	31		25	26	27	28	29	29	30			
OCTOBER 2014 (21)					NOVEMBER 2014 (K-4=13, 8-12=14)					DECEMBER 2014 (15)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
		1	2	3						1	2	3	4	5
6	7	8	9	10	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	17	18	19	20	21	22	23	24	25	26
27	28	29	30	31	24	25	26	27	28	29	30	31		
JANUARY 2015 (19)					FEBRUARY 2015 (19)					MARCH 2015 (20)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
			1	2	2	3	4	5	6	2	3	4	5	6
5	6	7	8	9	9	10	11	12	13	9	10	11	12	13
12	13	14	15	16	16	17	18	19	20	16	17	18	19	20
19	20	21	22	23	23	24	25	26	27	23	24	25	26	27
26	27	28	29	30						30	31			
APRIL 2015 (19)					MAY 2015 (20)					JUNE 2015 (K-8=10) (9-12=9)				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thu	Fri
		1	2	3					1	1	2	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
27	28	29	30		25	26	27	28	29	29	30			

8/27/14 First day of school	<b>Key to Symbols</b>	<b>Early Release Days</b>
<b>CSEA Contract Holidays</b>	<b>Student Non-Attendance Days</b>	12/19/2014 Early Release 1:00 pm 3/27/2015 Early Release 1:00 pm
9/1/14 Labor Day 11/11/14 Veteran's Day 11/26-28/14 Thanksgiving 12/23-31/14 Winter Contract Holiday 1/1/2015 New Years Day 1/19/15 Martin Luther King Jr. Day 2/16/15 Presidents' Day 5/25/15 Memorial Day	8/25/14 Staff Dev Day 10/9-10/14 Staff Dev Day	
<b>Board Approved - 6/10/14</b>	<b>Instructional Breaks</b>	<b>Non-Duty Days</b>
	11/24-28/14 Thanksgiving Break 12/22/14-1/2/15 Winter Break 3/30-4/3/15 Spring Break	11/24-25/14 12/22/2014 1/2/2015 3/30-4/3/15
	<b>Quarter and Trimester End Dates</b>	
	1st Qtr-10/31; 2nd Qtr-1/23; 3rd Qtr-3/27; 4th Qtr-6/12 Trimesters: T1-10/31; T2-2/27; T3-6/12	

**DUBLIN UNIFIED SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE**

EXHIBIT C

2014-2015 Work Year Schedule - AMENDED 9.19.14

	Job Title	First Work Day	Last Work Day	Total # Work Days 2013-2014	# Holidays	Non-Work Days	
Group A	Food Service Server/Clerk K-8	8/26/2014	6/12/2015	182	16	Group A ♦8/25 - staff development ♦10/10 - staff development ♦11/10 - K-8 teacher work day ♦6/12 - 9-12 teacher work day	
	Food Service Server/Clerk 9-12	8/26/2014	6/11/2015	182	16		
	Food Service Worker II K-8	8/26/2014	6/12/2015	182	16		
	Food Service Worker II 9-12	8/26/2014	6/11/2015	182	16		
	Instructional Assistants K-8	8/26/2014	6/12/2015	182	16		
	Instructional Assistants 9-12	8/26/2014	6/11/2015	182	16		
	Health Care Technician	8/26/2014	6/11/2015	182	16		
	Health Services Assistant	8/26/2014	6/12/2015	182	16		
	Special Ed. COTA	8/26/2014	6/12/2015	182	16		
	Special Ed Interpreter	8/26/2014	6/12/2015	182	16		
	Campus Supervisor	8/26/2014	6/11/2015	182	16		
Community Liaison	8/26/2014	6/12/2015	182	16			
Group B	Career Center Para. 9-12	8/15/2014	6/19/2015	193	16	Group B ♦8/25 - staff development ♦10/9 - staff development ♦10/10- staff development	
	Workability Paraprofessional	8/15/2014	6/19/2015	193	16		
	Secretary I	8/15/2014	6/19/2015	193	16		
	Secretary II 9-12	8/15/2014	6/19/2015	193	16		
Group C	Secretary II 6 - 8	8/5/2014	6/19/2015	204	16	Group C	
	Secretary III / IV K - 5	8/5/2014	6/19/2015	204	16		
	Account Technician I 6 -12	8/5/2014	6/19/2015	204	16		
Group D	Media Technician K-12	8/4/2014	6/25/2015	208	16	Group D ♦10/10 - media techs only	
Group E	Secretary III / IV 6-12/Valley	8/4/2014	6/30/2015	212	16	Group E	
	Counseling Secretary / Registrar	8/4/2014	6/30/2015	212	16		
	Data Processing Tech 6-12	8/4/2014	6/30/2015	212	16		
Group F	All twelve month employees	7/1/2014	6/30/2015	243	17	Group F	
					School Offices Re-Open Dates		
Early Release Day (1:00 p.m.) - 12/19/2014 (Less than 12 month employees) Early Release Day (1:00 p.m.) - 3/27/2015 Thanksgiving Break - 11/24/2014 - 11/28/2014 Winter Break - 12/22/2014 - 1/2/2015 Spring Break - 3/30/2015 - 4/3/2015 <b>HOLIDAYS / NON-DUTY DAYS</b>					closed first two days following return to work Grades K-5 - August 7, 2014 Grades 6-12 - August 6, 2014		
July 4, 2014 September 1, 2014 November 11, 2014 November 26, 2014 November 27, 2014 November 28, 2014 December 23, 2014 December 24, 2014 December 25, 2014 December 26 2014		Independence Day Labor Day Veteran's Day Contract Holiday Thanksgiving Contract Holiday Contract Holiday Contract Holiday Contract Holiday Contract Holiday		December 29, 2014 December 30, 2014 December 31, 2014 January 1, 2015 January 2, 2015 January 19, 2015 February 16, 2015 May 25, 2015		Contract Holiday Contract Holiday Contract Holiday New Year's Eve Day Non-Duty Day Martin Luther King, Jr. Day President's Day Memorial Day	
					Total Holidays 16: Less than 12 mo employees Total Holidays 17: 12 month employees		

**DUBLIN UNIFIED SCHOOL DISTRICT  
Hourly Classified Salary Schedule  
Fiscal Year 2014/2015**

**Date: July 1, 2014                      Increase of 4.5% and H/W**  
**Board Approved 9-9-2014**

RANGE	A	B	C	D	E
2	13.26	13.91	14.62	15.37	16.15
3	13.59	14.25	14.99	15.77	16.54
4	13.91	14.62	15.37	16.15	16.97
5	14.25	14.99	15.77	16.54	17.39
6	14.62	15.37	16.15	16.97	17.83
7	14.99	15.77	16.54	17.39	18.28
8	15.37	16.15	16.97	17.83	18.74
9	15.77	16.54	17.39	18.28	19.21
10	16.15	16.97	17.83	18.74	19.67
11	16.54	17.39	18.28	19.21	20.16
12	16.97	17.83	18.74	19.67	20.65
13	17.39	18.28	19.21	20.16	21.18
14	17.83	18.74	19.67	20.65	21.71
15	18.28	19.21	20.16	21.18	22.27
16	18.74	19.67	20.65	21.71	22.82
17	19.21	20.16	21.18	22.27	23.40
18	19.67	20.65	21.71	22.82	23.96
19	20.16	21.18	22.27	23.40	24.55
20	20.65	21.71	22.82	23.96	25.19
21	21.18	22.27	23.40	24.55	25.79
22	21.71	22.82	23.96	25.19	26.46
23	22.27	23.40	24.55	25.79	27.10
24	22.82	23.96	25.19	26.46	27.79
25	23.40	24.55	25.79	27.10	28.48
26	23.96	25.19	26.46	27.79	29.21
27	24.55	25.79	27.10	28.48	29.92
28	25.19	26.46	27.79	29.21	30.66
29	25.81	27.12	28.48	29.94	31.41
30	26.46	27.80	29.19	30.69	32.20

Longevity:	5 years	61 <sup>st</sup> Month	3%
	10 years	121 <sup>st</sup> Month	4%
	15 years	181 <sup>st</sup> Month	5%
	18 years	217 <sup>th</sup> Month	7%
	21 years	253 <sup>rd</sup> Month	8%
	24 years	289 <sup>th</sup> Month	9%
	27 years	325 <sup>th</sup> Month	10%

Noon Supervisors: \$10.25 per hour  
 Annual Fringe \$7,415 enrolled in District Benefits  
 Cash in Lieu \$5,915 prorated to FTE if employed prior to July 1, 2014

**DUBLIN UNIFIED SCHOOL DISTRICT  
Classified Salary Schedule B  
Fiscal Year 2014/2015**

**Date: July 1, 2014                      Increase of 4.5% and H/W**  
**Board Approved 9-9-2014**

RANGE	1	2	3	4	5
A	19.66	20.67	21.72	22.83	23.97
B	20.50	21.56	22.61	23.77	24.98
C	21.32	22.38	23.53	24.73	25.99
D	22.16	23.24	24.44	25.70	26.96
E	22.97	24.11	25.36	26.65	27.99
F	23.77	24.98	26.11	27.57	28.98
G	24.60	25.71	27.14	28.54	29.97
H	25.42	26.69	28.06	29.49	30.95
I	26.23	27.55	28.97	30.43	31.97
J	27.06	28.40	29.86	31.38	32.97
K	27.87	29.27	30.79	32.36	33.97
L	28.71	30.15	31.67	33.29	34.98
M	29.52	31.00	32.58	34.22	35.97
N	30.35	31.86	33.47	35.21	36.97
O	31.56	33.13	34.77	36.50	38.36
P	32.80	34.47	36.22	38.05	39.93
Q	34.11	35.83	37.61	39.49	41.46
R	35.48	37.24	39.10	41.08	43.13
S	36.90	38.77	40.68	42.72	44.85
T	38.38	40.30	42.29	44.42	46.64
U	39.90	41.91	44.01	46.21	48.51
V	41.50	43.59	45.76	48.04	50.46
W	43.17	45.33	47.60	49.97	52.47
X	44.88	47.13	49.48	51.97	54.56
Y	46.69	49.04	51.47	54.05	56.77
Z	48.56	50.98	53.53	56.21	59.02
AA	50.51	53.03	55.68	58.46	61.38
AB	52.52	55.14	57.89	60.80	63.84

Longevity:	5 years	61 <sup>st</sup> Month	3%
	10 years	121 <sup>st</sup> Month	4%
	15 years	181 <sup>st</sup> Month	5%
	18 years	217 <sup>th</sup> Month	7%
	21 years	253 <sup>rd</sup> Month	8%
	24 years	289 <sup>th</sup> Month	9%
	27 years	325 <sup>th</sup> Month	10%

Noon Supervisors: \$10.25 per hour  
 Annual Fringe \$7,415 enrolled in District Benefits  
 Cash in Lieu \$5,915 prorated to FTE if employed prior to July 1, 2014

**DUBLIN UNIFIED SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE A RANGE AND PLACEMENT (Career Groups)**

<b>Range</b>	<b>Title</b>
12	Account Technician I
16	Account Technician II
20	Account Technician III
22	Account Technician IV
10	Custodian I
13	Custodian II
15	Custodian III
17	Head Custodian K-5
20	Head Custodian 6-8
20	Team Cleaning Lead Custodian-Utility Worker
22	Head Custodian 9-12
3	Food Service Server / Cart
3	Food Service Clerk
4	Food Service Worker
10	Food Service Worker II
13	Child Nutrition Program Assistant
3	Campus/Locker Room Monitor
4	Instructional Assistant
9	Special Education Instructional Assistant
10	Instructional Assistant-Computers
11	Special Education Instructional Assistant
14	Special Education Instructional Assistant
14	Health Services Assistant
16	Assessment Technician
16	Campus Supervisor
16	Career Center Paraprofessional
16	School/Community Liaison
16	WorkAbility Paraprofessional
26	Health Care Technician
26	Special Education Interpreter
15	Media Technician
14	Maintenance Helper
16	Groundskeeper I
18	Groundskeeper II
18	Maintenance/Grounds Worker
18	Warehouse Worker I
20	Groundskeeper III/DHS
20	Warehouse Worker II
26	Maintenance Crafts Worker
26	Maintenance Crafts Worker/Locksmith
26	Maintenance Crafts Worker/Painter I
28	Maintenance Crafts Worker/Carpenter
28	Maintenance Crafts Worker/Electrician
28	Maintenance Crafts Worker/Painter II
28	Maintenance Crafts Worker/Plumber
28	Lead Maintenance Worker
30	Maintenance Crafts Worker/HVAC
11	Office Clerk
12	Secretary I
14	Secretary II
15	Secretary III
18	Counseling Secretary/Registrar
18	Secretary IV

20	Secretary IV – Dublin High School
20	District Secretary IV
22	Educational Learning Resources Technician
22	Staff Secretary I
26	Staff Secretary II
26	Educational Services Support Technician
16	Data Processing Technician
22	Purchasing Coordinator
24	Computer Technician I
26	Maintenance and Operations Technician
26	Information Technology Technician
28	Network Support Technician

**DUBLIN UNIFIED SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE B RANGE AND PLACEMENT**

<b>STEP</b>	<b>TITLE</b>
J	Certified Occupational Therapy Assistant (COTA)
K	Senior Network Analyst
K	Technology Applications Specialist I
K	Child Nutrition Program Assistant Coordinator
K	Facilities Technician
K	Human Resources Technician
K	Payroll Specialist
L	Head Groundskeeper
M	Coordinator of Food Services
O	Technology Applications Specialist II
O	Facilities Accountant
W	Construction Project Coordinator
AB	Occupational Therapist (OT)
AB	Behavioral Specialist
AB	Network and Technology Coordinator

**EXHIBIT F**

**DUBLIN UNIFIED SCHOOL DISTRICT  
Memorandum of Understanding  
CLASSIFIED EMPLOYEE GROUP  
CASH BACK FRINGE BENEFIT PACKAGE  
Effective July 1, 2000**

<b>CLASSIFIED GROUP</b>	<b>12 MONTH BENEFIT</b>	<b>PRORATED BENEFITS BASED ON WORK CALENDAR</b>	<b>PRORATED BENEFITS BASED ON FTE</b>	<b>DENTAL COVERAGE MANDATORY</b>
1.0 FTE	X			X
School Secretaries (1)**	X		X	X
Media Associates (1)**	X		X	X
.75 FTE & Above**	X		X	X
.50 - .74 FTE***		X	X	X
.50 - .74 FTE*** working more than one position (excluding School Secretary & Media Assoc.) will be calculated on the total FTE for all positions & the longest work calendar		X	X	X
Less than .5 FTE Hired After July 1, 1996				Optional at Employee's Expense
Less than .5 FTE Hired Before July 1, 1996***		X	X	X

Annual Fringe Benefit = \$5,915

(1) No minimum FTE is required for employee to receive benefits for 12 months (i.e. 0.10 FTE generates Cash Back Fringe benefit for 12 months).

Calculates for Monthly Benefit:

\* Annual Fringe Benefit / 12 Months

\*\* Annual Fringe Benefit / 12 Months X FTE X 12 Months / No. Pay Checks Received

\*\*\* Annual Fringe Benefit / 12 Months X FTE X No. Months Worked No. Pay Checks Received



**DUBLIN UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM**

**GRIEVANT** \_\_\_\_\_ **DEPARTMENT** \_\_\_\_\_  
**CLASSIFICATION** \_\_\_\_\_ **DATE OF HIRE** \_\_\_\_\_  
**HOME PHONE** \_\_\_\_\_ **WORK LOCATION** \_\_\_\_\_  
**WORK PHONE** \_\_\_\_\_

1. What happened? (Also describe incidents which gave rise to the grievance)
  
2. Who was involved? (Give names and titles)
  
3. When did it occur? (Give day, time, date(s))
  
4. Where did it occur? (Specify location(s))
  
5. Why is this a grievance? (What is management violating? Contract provision, rules and regulations, policies, unfair treatment, existing policy, past practice, state and federal laws, etc.)
  
6. What adjustment is required? (What must management do to correct the problem?)

Additional comments: (Use additional sheet if needed)

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Representative \_\_\_\_\_ Date \_\_\_\_\_

NOTE: A copy of this form is to be completed by Job Representative filing grievance and is to be turned into the Chapter Grievance Committee along with a copy of the grievance which has been signed and dated. Job Representative is to retain one copy for himself/herself and give one copy to Field Representative and one copy to aggrieved employee.

What prescribed time limitations for appeals between steps in the grievance procedure within your Contract.

**DUBLIN UNIFIED SCHOOL DISTRICT  
EVALUATION OF CLASSIFIED EMPLOYEE**

EMPLOYEE \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

Classification/Job Title	Location	Probationary	Annual	Rating Period
	3 mos    6 mos    10 mos		to	

RATING KEY: 1-Exceeds Standards    2-Meets Standards    3-Below Standards    4-Unsatisfactory  
5-Not Applicable

PERSONAL CHARACTERISTICS	1	2	3	4	5	COMMENTS
Items to be considered: Observance of Work Hours; Attendance; Accepts Direction; Accepts Change, Effectiveness under stress; Initiative; Appearance, Accepts Responsibility						
INTERPERSONAL RELATIONSHIPS	1	2	3	4	5	COMMENTS
Items to be considered: Public Contacts; Employee Contacts; Pupil Contacts; Clear Communications						
JOB COMPETENCE	1	2	3	4	5	COMMENTS
Items to be considered: Operation & Care of Equipment; Quality of Work; Volume of Acceptable Work; Knowledge of Work; Job Skill Level, Work Coordination						
ORGANIZATIONAL ABILITY	1	2	3	4	5	COMMENTS
Items to be considered: Appearance of Work Station; Work Judgements; Planning and Organizing; Meeting Deadlines, Compliance with Rules; Safety Practices						
PROFESSIONALISM	1	2	3	4	5	COMMENTS
Items to be considered: Ethical conduct; Professional Improvement; Pride in Work						
PLANS & DIRECTS WORK OF OTHERS EFFECTIVELY	1	2	3	4	5	COMMENTS
Items to be considered: Planning & Organizing; Scheduling & Coordinating; Training & Instructing; Productivity; Evaluating Subordinates; Judgments & Decisions; Leadership; Operational Economy; Supervisory Control						

RECOMMENDATIONS BY EVALUATOR:

- \_\_\_\_ Grant Permanent Status at 6 mos
- \_\_\_\_ Continue Probationary Period to 10 mos
- \_\_\_\_ Continuation Without Reservation
- \_\_\_\_ Continuation With Reservation(s):     Develop a Performance Improvement Plan (PIP) to identify concerns and provide recommendations for improvement if a rating of three (3) is received in any area
- \_\_\_\_ Termination of Employment

COMMENTS BY EVALUATOR:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

It is understood that in signing the Performance Report Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. Employee has ten (10) days to attach comments.

Prepare in Triplicate:     Evaluatee                                     Evaluator                                     Human Resources

**PERFORMANCE IMPROVEMENT PLAN (PIP)  
CLASSIFIED EMPLOYEES**

Name \_\_\_\_\_ Location \_\_\_\_\_

Position \_\_\_\_\_ Assessment Dates \_\_\_\_\_ / \_\_\_\_\_

Evaluation Date \_\_\_\_\_ / \_\_\_\_\_

---

I. Goal area(s) in which improvement is recommended:

II. Recommendations for improvement:

III. Assistance to be provided:

IV. Follow-up (include dates):

V. Date to be completed \_\_\_\_\_ Satisfactory Completion of PIP \_\_\_\_\_  
Continuation of PIP \_\_\_\_\_  
Unsatisfactory Completion of PIP \_\_\_\_\_

---

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

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_



# DUBLIN UNIFIED SCHOOL DISTRICT Professional Growth Request

EXHIBIT J

**Directions:** Refer to the CSEA Collective Bargaining Agreement Article 19: Professional Growth for the criteria of courses to qualify for the Professional Growth Program.

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

Site: \_\_\_\_\_ Position: \_\_\_\_\_

### Course Details:

Course / Training / Workshop Title: \_\_\_\_\_

School / College / Location: \_\_\_\_\_

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

Number of Credits or Total Hours: \_\_\_\_\_

**Course / Training / Workshop Description (you may attach a course description):**

**Explain how this course relates to your position:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Approved

Disapproved

\_\_\_\_\_  
Principal / Supervisor

\_\_\_\_\_  
Date

**Principal / Supervisor:**

Approved

Disapproved

Reason for Disapproval: \_\_\_\_\_

Principal / Supervisor Signature: \_\_\_\_\_

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

**Human Resources:**

Approved

Disapproved

Hours/Units \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_

Human Resources Signature: \_\_\_\_\_

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

**OFFICIAL TRANSCRIPT OR CERTIFICATION OF COMPLETION REQUIRED FOR UNITS / HOURS IN ORDER TO BE POSTED.**



DUBLIN UNIFIED SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE  
TIME OFF REQUEST

Exhibit K

Directions: Submit to supervisor at least ten (10) days in advance except under extenuating circumstances and explain under comments.

Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Location: \_\_\_\_\_ Position: \_\_\_\_\_

Check The Appropriate Box Below

<input type="checkbox"/> Vacation (200 day employees)	<input type="checkbox"/> Personal Necessity (maximum 7 days per year) Reason per contract Article 20.10.1a-c: _____ _____
<input type="checkbox"/> Bereavement (3 days or 5 days if over 300 miles traveled) See Article 20.2 for list of immediate family members  Relationship _____  Miles Traveled _____ City/State _____	
<input type="checkbox"/> Compensatory Time Off	<input type="checkbox"/> Other Personal Necessity: (3 days maximum from allocated 7 days of PN per year) No reason required per contract Article 20.10.1d
<input type="checkbox"/> Other Leave _____ Specify _____	

Employee

Date(s) Requested:

From: \_\_\_\_\_ Through: \_\_\_\_\_ Number of Hours: \_\_\_\_\_

Employee's Comments:

\_\_\_\_\_

\_\_\_\_\_

Supervisor

Approved       Reschedule       Not Approved

Supervisor's Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Copy Distribution:

White – Supervisor

Yellow – Payroll

Pink – Employee



**DUBLIN UNIFIED SCHOOL DISTRICT  
REQUEST FOR RECLASSIFICATION**

**Refer to the CSEA Collective Bargaining Agreement, Article 7 Reclassification**

Request Received By: _____	Date: _____
Employee Name: _____	Date: _____
Date Started in Current Position: _____	Work Site: _____
Present Classification: _____	Present Salary Range: _____
Proposed Classification: _____	

<b>INITIATING EMPLOYEE / SUPERVISOR</b>
Identify and list those job duties and responsibilities which are inconsistent with current job classification

(Attach supplementary pages and/or information if appropriate.)

<b>Date:</b>	<b>Initiating Employee or Requesting Supervisor</b>
<b>SUPERVISOR</b>	
State reasons for employee performing inconsistent duties. (Site administrator or supervisor should describe the specific reasons for duties being assigned, such as additional departmental responsibilities, loss of personnel, reorganization, etc.)	
<b>Date:</b>	<b>Site Administrator/Supervisor:</b>



## DUBLIN UNIFIED SCHOOL DISTRICT VACATION SCHEDULING REQUEST (For 12 Month Employee Only)

Name: \_\_\_\_\_

Site: \_\_\_\_\_

Position: \_\_\_\_\_

**Check one:**

\_\_\_\_\_ Scheduling Window # 1- (Submit By April 15th)

Date Received by Supervisor \_\_\_\_\_ Initial \_\_\_\_\_

\_\_\_\_\_ Scheduling Window # 2- (Submit By August 1st)

Date Received by Supervisor \_\_\_\_\_ Initial \_\_\_\_\_

Vacation Date Choices	From Date	To Date	Total No. Work Days	Approved Supervisor Initial	Not Approved Supervisor Initial
First Choice:					
Second Choice:					
Third Choice:					

*Notification of approval or denial for April 15<sup>th</sup> requests will be received by April 25<sup>th</sup>.  
Notification of approval or denial for August 1<sup>st</sup> requests will be received by August 15<sup>th</sup>.*

**\*Note:**

- No more than ten (10) days during student attendance days may be requested.
- Week prior to the first day of school is a "Black Out" week, no vacations will be approved.
- Formal written requests to schedule vacation shall be submitted to supervisor so that on June 30, unit member will have no more hours/days of vacation on the books than were earned in the fiscal year ending on that June 30.
- Vacation requests for up to a maximum of 5 reserve days not included in the scheduling requests must be submitted on the Time Off Request form not less than ten (10) days prior to the first day of the proposed vacation.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Comments:

Copy Distribution:

White - Supervisor

Yellow - Employee





### DUBLIN UNIFIED SCHOOL DISTRICT DISTRICT ISSUED REQUIRED UNIFORMS

Name: \_\_\_\_\_ Site: \_\_\_\_\_

Position: \_\_\_\_\_

I understand the following conditions as required in the collective bargaining agreement between CSEA Chapter #439 and the Dublin Unified School District:

- I will wear the uniform whenever engaged in District service.
- I am responsible for the laundering and care of the uniform.
- If my uniform is no longer wearable or deemed inappropriate by my supervisor, it shall be replaced
  - by the District upon receipt of the damaged uniform by the supervisor who will verify that the damage occurred during the normal performance of my job; or
  - by me if the damage resulted from my negligence.
- I will only wear my uniform when engaged in services to the District; or I may wear it if I am attending a district-sponsored event scheduled during non-work hours.
- All uniforms are the property of the District. When I sever employment with the district, I shall return all District issued uniforms and if fewer than five (5) uniforms are returned, the cost of the replacement of new uniforms shall be deducted from my final pay warrant.

I certify that I received five (5) District issued uniforms on \_\_\_\_\_ and understand and accept responsibility for the conditions listed above.

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

\_\_\_\_\_  
Supervisor's Signature

I ordered \_\_\_\_\_ additional District uniforms at a total cost of \$\_\_\_\_\_. I agree to have \$\_\_\_\_\_ deducted from one (1)  or two (2)  pay warrants. (check one box)

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

\_\_\_\_\_  
Date

GLOSSARY

**Additional Permanent Time:** Increase in time allocated to an existing position in accordance with Article 10.9, Additional Time.

**Additional Temporary Time:** On a temporary basis, time available to members of the bargaining unit in accordance with Article 10.9, Additional Time.

**Administrative Transfer:** Any change in assignment initiated by the administration.

**Agreement:** Articles and provisions contained within this Agreement (“Agreement”) by and between the Dublin Unified School District, hereinafter referred to as “District,” and the California School Employees Association, Chapter 439, hereinafter referred to as “Association,” as the exclusive bargaining representative for all classified employees holding positions as listed in Exhibit A, Representation Unit.

**Anniversary Date:** The date an employee becomes a permanent employee in his/her current position, having successfully completed the six-month probation period. Yearly salary increases will take place on this date.

**Date of Hire:** The date the employee was first hired in a bargaining unit position in the District. This date is used to determine years of service and longevity with the District.

**Day:** Any day in which the District Office is open for business unless defined differently in the CSEA Collective Bargaining Agreement or by Education Code.

**FTE:** Full-Time Equivalent.

**Full-Time-Full Year Assignment:** The work week for full-time employees shall consist of five (5) consecutive days, Monday through Friday (unless another schedule is agreed upon between CSEA and the District), 8 hours per day, 40 hours per week, 12 months per year.

**Full-Time-Less than Full Year Assignment:** The work week for full time less than full year assignment shall consist of five (5) consecutive days, Monday through Friday (unless another schedule is agreed upon between CSEA and District), 8 hours per day; 40 hours per week; 10, 10 ½, or 11 months per year.

**Grievance:** An alleged violation, misinterpretation, and misapplication of the terms of this Agreement.

**Layoff:** A reduction of services (including hours) due to lack of work or lack of funds.

**Memorandum of Understanding (MOU):** Agreement in writing between the District Office and the Association that is not part of the original contract. Once the agreement is signed, it becomes a part of the contract.

**Overtime:** Any time required to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in an employee's work week.

**Personnel Action Form (PAF):** Notification to employee of change in personnel status i.e. assignment, salary, hours, etc.

**Promotion:** Movement of a present employee to a position with a higher maximum compensation and higher job classification.

**Reclassification:** Upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the employee in such position.

**Seniority:** Seniority for employees hired prior to July 1, 2003 is based on the employee's original date of hire and the number of hours accrued in paid status within a classification. Seniority for employees hired after July 1, 2003 is based on the date of hire within a classification. Seniority is used to determine bumping rights within a classification when there is a layoff due to lack of work or lack of funds.

**Split Shift:** An assignment in the same classification that covers two (2) time periods. If the split shift is for one (1) hour or less the employee receives compensation as if there was no break in assignment.

**Transfer:** Any action resulting in the physical movement of an employee from one assignment to another within the same classification.

**39 Month Re-employment List:** Re-employment list ranking in accordance with the employee's seniority. This list is used to re-employ employees who are laid off in the first vacancy in the classification of his/her previous assignment. Employees who are disabled and unable to work when all leave has been exhausted are placed on this list and are eligible for re-employment for 39 months when released by a physician to work.