

AGREEMENT

Between The



HUGHSON UNIFIED SCHOOL DISTRICT

And



AFL-CIO

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

And Its

HUGHSON CHAPTER #834

July 1, 2018 – June 30, 2021

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PREAMBLE:

This is an Agreement made and entered into between the Hughson Unified School District, hereinafter referred to as the "District," the California School Employees Association and its Hughson Chapter 834, California Employees Association, hereinafter referred to as "Association" or "CSEA".

This Agreement is entered into pursuant to Chapter 10.7, Section 3540 - 3549.3 of the Government Code of the State of California.

ARTICLE I: RECOGNITION

1. The District recognizes the California School Employees Association and its Hughson Chapter #834 as the exclusive representative for the classified employees.
2. The unit shall exclude all management, supervisory, confidential positions, substitute or short-term employees, apprentices and professional experts.
3. CSEA agrees that this unit is appropriate and will not seek change for the duration of the Agreement. The determination of whether new positions are in the bargaining unit or management, supervisory or confidential shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the PERB for resolution.

ARTICLE II: EFFECT OF AGREEMENT

1. All matters specifically enumerated as within the scope of representation under Chapter 10.7, Section 3543.2, of the Government Code are reserved to the District except as clearly and specifically limited by this Agreement.
2. The District reserves the right to make and enforce rules and regulations not inconsistent with this Agreement.

ARTICLE III: SALARY & BENEFITS

1. Regular Rate of Pay

The regular rate of salary for each classified position in the bargaining unit shall be equal to the rates established for each class provided for in the salary schedule attached as Exhibit A.

- a. District and the CSEA agree to re-open negotiations for the term of this agreement, on salary should the salary schedule of the certificated bargaining unit, supervisory, management or confidential be increased more than the percentage increased for CSEA.
- b. A 3.75% increase shall be added to the salary schedule retroactive to July 1, 2014. Classified bargaining unit members shall receive a one-time 3.75% retro payment dating back to July 1, 2014. Effective July 1, 2015, an additional 1.25% increase shall be added to the salary schedule.
 1. For the 2015-16 school year, three (3) professional development days will be added to the bargaining unit members' work calendar.
 2. Classified staff released with pay from two (2) planned professional development day: August 8, 2019 and January 6, 2020. The August staff development day will be reinstated the school year following any negotiated salary schedule increase. The January professional day will hereafter not be a Classified staff development day.
 3. For the 2019-2020, all unit members will receive professional development training on August 9, 2019. Non-12 month unit members who have August 9, 2019 as work day will have a rescheduled work day.
- c. CSEA and the District agree that the 1.25% salary schedule increase effective July 1, 2015 and three (3) professional development days means the following:
 1. Each non-12 month CSEA member will work an additional three days to receive professional development relevant to their assignment. The District will compensate CSEA members for the three professional development days with a 1.25% salary schedule increase beginning July 1, 2015.
 2. 12 month employees will also receive three days of professional development, but not necessarily on the same days as the non-12 month employees.
 3. The hours worked for the three professional development days will be the same number of hours the employee regularly works during their regular daily shift.
 4. The 1.25% salary schedule increase and the three professional development will be ongoing unless negotiated otherwise in future negotiations.

- d. Clerical Bilingual Stipend
 - 1. Clerical Bilingual Stipend in the amount of \$500.00 per year for qualified bargaining unit members at each school site within clerical support positions who are deemed proficient to provide bilingual (Spanish/English) translation and interpretation (oral and written) services within the course of their duties and responsibilities.

2. Baseline Benefits

The District shall provide a maximum of \$9,130.00 annually to bargaining unit employees and their dependents for medical, dental and vision insurance.

a. Plans Available

The following plans are available to bargaining unit employees:

- 1. Health Insurance through Central Valley Trust ("CVT"). Any plans selected by the bargaining unit in accordance with CVT rules.
- 2. Dental and Vision Insurance through Central Region Schools Insurance Group ("CRSIG").
 - a. Dental
Delta Premium Plan, \$2,100 maximum per patient per calendar year, \$2,000 per patient lifetime maximum orthodontia, or any plans selected by the bargaining unit in accordance with CRSIG rules.
 - b. Vision
Vision Services Plan B, 12/12/24, Contact Lens Rider, or any plans selected by the bargaining unit in accordance with CRSIG rules.
- 3. Life Insurance
In addition, the District shall provide an Employee-only Fifteen Thousand Dollar (\$15,000) Group Term.

b. Eligibility

1. In order to be considered full time, an employee must qualify in accordance with one of the following (see Appendix D for listing by name of those employees entitled to “grand-person” rights):
 - a. Was employed by the Hughson Union High District on June 30, 1998, and at that time possessed full-time benefit "grand-person" rights, i.e., was regularly employed and working five (5) or more hours per day on April 14, 1997.
 - b. Was employed by the Hughson Union School District on June 30, 1998, and at that time possessed full-time benefit "grand-person" rights, i.e., was regularly employed and working six (6) or more hours per day on June 20, 1995.
 - c. Be regularly employed by the Hughson Unified School District and working seven (7) or more hours per day.
2.
 - a. A bargaining unit member who possesses full-time benefit "grand-person" rights in accordance with B.1.a) and B.1.b) above and who 1) voluntarily terminates employment and is then reemployed, or 2) voluntarily reduces his/her hours to less than five (5) hours per day, shall permanently lose such “grand-person” rights and shall subsequently acquire benefits as if he/she is a new employee of the District.
 - b. A bargaining unit member who possesses "grand-person" rights and whose employment is terminated through layoff shall only forfeit his/her "grand-person" rights during the period of unemployment. Once employment is restored by rehire during the following thirty-nine (39) month period as required by law, the bargaining unit member's "grand-person" rights are restored.
3. Participation shall be subject to the lawful rules of the CVT and CRSIG.

c. Part-Time Employees

Part-time unit members may participate in the District group medical, vision and dental insurance plans. Participation shall be subject to the following (see Appendix D for listing by name of those employees entitled to “grand-person rights”):

1. In order to be considered part-time, an employee must qualify and shall be eligible for District funding in accordance with one of the following:
 - a. Was employed by the Hughson Union High School District on June 30, 1998, and at that time possessed part-time benefit "grand-person" rights, i.e., was regularly employed and enrolled in some form of benefits on April 14, 1997. Entitlement to District funding for employees who possess this form of "grand-person" rights shall be based on the ratio of the employee's regular daily hours of service to 5.0.
 - b. Be regularly employed by the Hughson Unified School District and be working four (4) or more ours per day. Entitlement to District funding shall be based on the ratio of the employee's regular daily hours of service to 8.0.
2.
 - a. A bargaining unit member who possesses part time benefit "grand-person" rights in accordance with C.1.a) above and who voluntarily terminates employment and is then reemployed, shall permanently lose such "grand-person" rights and shall subsequently acquire benefits as if he/she is a new employee of the District.
 - b. A part-time bargaining unit member who possesses "grand-person" rights and whose employment is terminated through layoff shall only forfeit his/her "grand-person" rights during the period of unemployment. Once employment is restored by rehire during the following thirty-nine (39) month period as required by law, the bargaining unit member's "grand-person" rights are restored.
3. Upon proper application by a part-time unit member, the District shall fund a properly pro-rated portion of the District's monthly obligation set forth in B.1. and B.2. above (excluding life insurance).

4. Entitlement to District funding shall be based on the ratio of the employee's regular daily hours of service to 8.0.
5. Effective February 1, 2000, and in addition to the prorated amounts funded by the District as set forth above, the District will pay up to \$38.00 per month towards out of pocket expenses incurred by a part-time employee in purchasing the above insurance plans.
6. Participation shall be subject to the lawful rules of the CVT and CRSIG and payment of the remaining balance by the employee through payroll deduction.

d. Required District Contribution for Premiums

1. In the event the monthly cost of a bargaining unit employee's choice of benefit plans exceeds the District's monthly cap, the District is authorized to make whatever payroll deduction that may be necessary in order to maintain benefit coverage for such employee.

2. IRS Section 125 Flexible Benefits Plan

Effective 2002-03, or sooner if arrangements can be completed, employee health and welfare benefits will be administered through the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible Benefits Plan. Employees will have the option of purchasing health and welfare plans (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any remaining contribution into 1) other insurance plans such as life insurance, 2) 403(b) tax sheltered annuities, or 3) deferred compensation plans. The employee will have the further option of taking any or all of the District's fringe benefit contribution as cash, on which federal and state taxes will be calculated as applicable.

e. Retiree Benefits

1. The district shall contribute \$12,360 per year (equivalent to .824% of salary schedule in 2001-02) to a restricted fund. The fund shall be available to future retirees who have been employees of the District for fifteen consecutive years at the time of retirement, or have worked a total of twenty

years with the district at the time of retirement, who have reached the age of sixty, but not more than Medicare age, by June 30 of the year preceding the school year for which benefits are sought. The fund shall pay up to one half the cost of individual medical, dental, and/or vision insurance for eligible retirees between the age of 60 and Medicare age. In the event that the fund balance is insufficient, each participant shall be paid an equal amount with the retiree paying the difference in cost. A unit member who wishes to participate must notify the district in writing of his/her intention to retire and the retirement date prior to April 1 of the school year preceding the school year of retirement. The fund shall be reviewed annually by the district and the association. Changes in this clause, including allocation of the fund balance to other purposes, may only be done with the agreement of the association and the district. In 2001-02 only, the district contribution shall be \$6,360.

The retiree shall be responsible to provide advance payment to the District in the event there is a difference between the total cost of the retiree's insurance plan(s) and the amount the District is obligated to pay. This benefit shall continue until the retiree qualifies for Medicare, at which time the retiree may continue to participate in the District insurance program for his/her spouse or eligible dependents at his/her expense until the spouse reaches Medicare age.

3. Step Advancement

All classified personnel shall advance to the next step of the salary range provided the employee was hired from July 1st through December 31st, within the first six months of the fiscal year. Employees hired between January 1st and June 30th, within the second six months of the fiscal year, will remain on the initial salary step for thirteen (13) to eighteen (18) months. Salary step increments will be made at the beginning of each fiscal year, July 1st.

4. Manner of Payment

The District shall make a good faith effort to have employees paid on or before the last working day of the month. Classified employees working ten (10) months shall be paid over a twelve (12) month period in twelve (12) equal installments. Classified employees working at a Year-Round Education school will have their pay period coincide with the first full month of service.

5. Longevity Pay

a. Longevity pay is provided for continuous employment with the District, based on total years of service, regardless of position, and any Board approved leaves of absence. Longevity pay will be determined as follows:

1) After completion of the seventh (7th) year:

a) For full-time seven (7) or more hour per day employees, a yearly stipend of \$300.00;

b) For less than full-time employees a yearly stipend based upon daily hours worked divided by 8.0 prorated against \$300.00.

2) After completion of the tenth (10th) year:

a) For full-time seven (7) or more hour per day employees, a yearly stipend of \$400.00;

b) For less than full-time employees a yearly stipend based upon daily hours worked divided by 8.0 prorated against \$400.00.

3) After completion of the twelfth (12th) year:

a) For full-time seven (7) or more hour per day employees, a yearly stipend of \$500.00;

b) For less than full-time employees a yearly stipend based upon daily hours worked divided by 8.0 prorated against \$500.00.

4) After completion of the fifteenth (15th) year:

a) For full-time seven (7) or more hour per day employees, a yearly stipend of \$600.00;

b) For less than full-time employees a yearly stipend based upon daily hours worked divided by 8.0 prorated against \$600.00.

5) After completion of the eighteenth (18th) year:

- a) For full time seven (7) or more hour per day employees, a yearly stipend of \$700.00;
 - b) For less than full-time employees a yearly stipend based upon daily hours worked divided by 8.0 prorated against \$700.00.
 - 6) After completion of the twenty-first (21st) year:
 - a) For full time seven (7) or more hour per day employees, a yearly stipend of \$800.00;
 - b) For less than full-time employees a yearly stipend based upon daily hours worked divided by 8.0 prorated against \$800.00.
- b. In order to be considered full time, an employee must qualify in accordance with one of the following:
 - 1) Was employed by the Hughson Union High School District on June 30, 1998, and at that time possessed full-time benefit “grand-person” rights, i.e., was regularly employed and working five (5) or more hours per day on April 14, 1997.
 - 2) Was employed by the Hughson Union School District on June 30, 1998, and at that time possessed full-time benefit “grand-person” rights, i.e., was regularly employed and working six (6) or more hours per day on June 20, 1995.
 - 3) Be regularly employed by the Hughson Unified School district and working seven (7) or more hours per day.
 - 4) For listing by name of those employees entitled to “grand-person” rights, see Appendix “D”.
- c. Longevity payment shall be made by November 30 of the following school year.

6. Working Out of Classification

An employee shall not be required to perform duties inconsistent with his/her assigned classification except as provided in this Section.

- a. An employee assigned duties inconsistent with his/her classification shall have his/her salary adjusted upward for any

period of time which exceeds five (5) working days within a fifteen (15) calendar day period.

- b. If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a five percent (5%) increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that classification.

ARTICLE IV: HOURS OF EMPLOYMENT

1. The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The scheduling of the hours and the workdays shall be the responsibility of District management personnel.
2. All bargaining unit employee shall be granted rest periods at the rate of fifteen (15) minutes per four (4) hours worked. These rest period times shall be mutually agreed to by the employee and their supervisor.
3. All bargaining unit employees assigned more than four (4) hours a day on a regular basis shall be entitled to a thirty (30) minute duty-free lunch period.
4. Overtime is any time an employee is required to work in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. The District will provide cash compensation at a rate equal to one and one half (1½) times the regular rate of pay for unit members designated by the District with pre-approval. Bargaining unit members may accrue up to 24 hours of compensatory time at the rate equal to one and one half (1½) times the regular rate of pay for every hour of overtime worked or for extra time worked under 8 hours per day or 40 hours per week at the rate of one (1) hour worked in exchange for one (1) hour compensatory time. After a bargaining unit member has accumulated 24 hours of compensatory time they will be paid overtime or extra time at the rate of 1 hour worked for 1 hour of pay at the regular rate. Bargaining unit members who wish to use compensatory time off must receive prior approval from their immediate supervisor. The reasons for denial of the use of compensatory time will be clearly stated to the bargaining unit member and shall not be arbitrary or capricious.
5. An employee called back to work after his/her regular shift ends or is called in to work on a non-workday shall be entitled to at least two (2) hours compensation at the appropriate rate.

6. Bargaining unit employees called to work on a District granted holiday shall receive their regular rate of pay plus one and one-half (1-1/2) that rate which equals a total of two and one-half (2-1/2) times their regular rate of pay.
7. When work hours are available that are in addition to those assigned to regular employees, such additional hours shall be assigned as equally as possible to qualified and willing regular employees in the appropriate job classification. Such assignment shall commence with the most senior employee and proceed in accordance with seniority on a rotational basis. Each department head will maintain the list of extra time assignments at a place accessible to employees in the department. The list will commence each July 1 and proceed through June 30. Employees who have been offered the extra time and do not wish to work will be charged the extra time as if they had worked it.

ARTICLE V: EVALUATION PROCEDURES

1. Every formal evaluation of an employee shall be followed with a conference. Employees may attach their comments to the evaluation report, or to any adverse material in their personnel file.
2. Employees shall have the right to examine their personnel files, subject to reasonable regulation.
3. Employees shall have the right to receive copies of materials placed in their files, except for exceptions authorized by law and subject to reimbursement to the District.
4. Employees shall be provided with copies of any derogatory material before it is placed in the employee's personnel file and shall be allowed reasonable opportunity with released time to respond and have such response attached to the derogatory material prior to its placement in the personnel file. The date material is placed in an employee's file shall be noted on the material.
5. Probationary employees shall be evaluated at least by the end of the sixth (6th) and tenth (10th) months of employment. Unless mutually agreed, other employees shall be evaluated at least once a year.
6. The probationary period in and for each classification shall be twelve (12) months.

ARTICLE VI: VACANCIES, REASSIGNMENT AND PROMOTION

1. Definitions
 - a. Voluntary Reassignment - an employee-initiated reassignment from one position to another position.
 - b. Involuntary Reassignment - District initiated reassignment of an employee from one position to another position in the same job classification.
 - c. Promotion - the movement of an employee from a classification with a lower salary range to a classification with a higher range.
 - d. Vacancy - a newly created position or an existing unfilled position which the District has determined to fill.
 - e. Vacancies will be posted internally and externally for a minimum of five days.

2. Voluntary Reassignments & Promotions
 - a. Vacancies, except as otherwise provided by this Article, shall be posted at all work locations prior to being filled. The deadline dates shall normally not be less than five (5) working days after posting. No vacancy shall be filled until after the closing date. Notice shall be mailed to unit members on track-off time or summer recess who have submitted a written request to the district.
 - b. Bargaining unit employees may apply for a reassignment or promotion to the vacant position by filing a written notice with the District Office.
 - c. Employees in the bargaining unit shall be given preference in filling any vacancy according to the provisions of this Article. "Preference" means that where there are two (2) finalist candidates for a position – one from outside the District and one current employee – and all things are equal, the current employee shall be selected for the position. Where there are two (2) or more inside finalist candidates and all things are equal, the candidate with the most seniority shall be selected for the position.

3. Involuntary Reassignments
 - a. The District may involuntarily reassign an employee based upon the best interest of the District.
 - b. A vacancy to which an employee is being involuntarily reassigned need not be advertised as a vacancy.
 - c. The provisions of this section shall not be used for disciplinary purposes or for arbitrary or capricious reasons.

ARTICLE VII: LEAVES OF ABSENCE

1. Leaves of Absence - General
 - a. Leaves of absence are authorized time away from work and may be with or without pay.
 - b. Unit members are required to apply in writing for all leaves of absence except sick leave, industrial accident or bereavement leave. Except in emergencies, leave of absence may not commence prior to written approval.
 - c. A new employee shall not be eligible to take more than six (6) days leave of absence until the first day of the calendar month after completion of six months active service.
 - d. A unit member on leave of absence, with the exception of vacation, shall not be gainfully employed by any other employer without prior District approval.
 - e. A unit member who fails to return to work at the expiration of approved leave and who fails to notify the District as soon as possible, shall be deemed absent without leave.
 - f. Upon return from a leave, the unit member shall submit a completed absence verification form provided by the District to his/her supervisor within one work day of return to work.
2. Bereavement Leave

Each employee shall, in the event of death of a member of his or her immediate family, be entitled to a leave of absence for purposes of attending the funeral and/or attending the estate business, not to exceed five (5) working days if the deceased resided within the State of California

and seven (7) working days if out of state travel or one way travel in excess of 250 miles is required. The Superintendent may extend the number of days of leave due to emergency situations. Members of the “immediate family” are defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law of the employee, aunt, uncle, stepmother, stepfather, step child, or any relative living in the immediate household of the employee, foster parents, or any other person who reared the employee or the employee’s spouse in lieu of parents.

3. Jury Duty

The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members called for jury duty must notify the District of service date(s) upon being informed of the call to such duty.

The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowance. Unit members are required to work during any portion of their regular work day in which jury services are not required.

The District requires verification of jury duty time prior to or subsequent to jury duty.

An employee in the bargaining unit whose regular assigned shift commences at 1:00 p.m. or later shall be excused (with pay) for one hour of work for each hour of jury duty. Such time shall be excused on the day of jury service. Employees who serve four or more hours of jury duty shall be relieved of work for the day with pay. For the purposes of this section, employee’s time for travel to and from jury duty will count as time served performing jury duty.

4. Sick Leave

- a. Each full-time classified employee shall be entitled to leave of absence without loss of pay for illness or injury on the basis of twelve (12) days or fraction thereof of sick leave per calendar year earned on the basis of one (1) day per month. Leave will be computed and credited to the service record of the employee at the beginning of the fiscal year.

- b. If employment terminates prior to the end of the school year, and the employee has exceeded his/her prorated sick leave, the amount of money equal to the pay received for unearned sick leave shall be deducted from the final warrant.
- c. Sick leave may be taken at any time during the year.
- d. Regular part-time employees shall be entitled to sick leave in the same ratio as the regular work hours per day, days per week, or months per year of such part-time employees bears to eight (8) hours per day, forty (40) hours per calendar week, or twelve (12) calendar months during the school year.
- e. When a classified employee is absent from duty during any school year for a period of one hundred (100) workdays or less on account of illness or accident, the employee shall be compensated at fifty percent (50%) of his/her regular salary. Sick leave payments under this paragraph, if any, shall be available only after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted.
- f. An employee shall be required to submit a medical certificate verifying his/her illness or injury for any usage of five (5) or more consecutive sick days.

5. Industrial Accident and Illness Leave

- a. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona-fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.
- b. The employee shall notify his/her supervisor immediately when an injury or illness arising out of and in the course of employment occurs.
- c. Allowable leave for each accident or illness shall not exceed sixty (60) days. Such leave shall commence on the first day of absence.
- d. Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- e. The leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. During any paid leave of absence, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs which, when added to his temporary disability indemnity, will result in a payment not to exceed his/her full salary.
- g. While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue appropriate salary warrants and shall deduct there from normal retirement and other authorized contributions.
- h. Upon termination of the leave, the employee shall be entitled to sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity he/she may elect to take as much accumulated sick leave which when added to temporary disability indemnity will result in a payment of not more than full salary.
- i. Any employee receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the State.
- j. Unit members must have completed their initial probationary status to be eligible for industrial illness and accident leave.

6. Personal Necessity Leave

A maximum of seven (7) days earned sick leave may be used by the unit member, at his/her election, in the following cases of personal necessity.

- a. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement. (See Section 2, Bereavement Leave above for definition of "immediate family.")
- b. Accident or illness involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, and which requires the immediate presence of the unit member during the period of leave.

- c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
 - d. Up to five (5) days may be taken by a unit member for paternity purposes involving the birth or adoption of a child which is to be used within thirty (30) days of the birth or adoption.
 - e. Up to five (5) days of the seven (7) days leave provided by this Section will be granted to an employee per year without the employee having to state a reason. This leave provision must be requested in writing at least three (3) days prior to the date of leave usage, but this leave notice requirement may be waived by the Superintendent. Unit members may not be allowed to use No Tell days immediately before or after a district holiday, fall, winter, spring or summer break unless approved by the superintendent or designee and after presentation of a valid reason to use No Tell for this purpose. The district agrees to respond to such requests within five (5) days of the request to use No Tell leave to extend a holiday or break period.
 - f. Such other reason as may be authorized by the Board of Education. Except for a. and b. above, unit members must request personal necessity leave in writing, from their immediate supervisor as soon as practicable, but not later than the beginning of the work shift for which the absence is requested.
 - g. Personal necessity leave may not be used to work elsewhere or to extend a holiday or a long weekend or in conjunction with any other leave to extend a holiday or long weekend.
7. Military leave shall be provided as required by law.
8. Pregnancy Disability Leave
- a. Disabilities caused by pregnancy, miscarriage, childbirth, and recovery there from shall be treated as sick leave.
 - b. The date on which an employee is unable to continue work and the date on which the employee is able to resume employment shall be verified by the member's physician.
 - c. An employee who requests leave past the necessary period of disability must apply for and be granted an appropriate leave.
9. Other Leaves of Absence

Leaves of absence with or without pay including leave pursuant to Education Code section 45195, may be granted to a unit member on conditions mutually acceptable to the employee and the District.

ARTICLE: VIII: VACATION

All employees shall be eligible for vacation benefits as set forth below.

1. Eligibility and Accumulation

Employees shall earn the amount of vacation listed per year if the employee was in a paid status for more than one-half (1/2) of the working days in every month. For employees who are in a paid status for less than one-half (1/2) the working days in a month, the vacation earned for that month shall be calculated at the hourly rate listed below for every hour in a paid status, excluding overtime hours (hours compensated at 1-1/2 the regular rate). An employee defined as working twelve (12) months shall be one who works at least 261 regular days per school year, an employee defined as working eleven (11) months shall be one who works at least 221 regular days per school year, and an employee defined as working 10 months shall be one who works at least 202 regular days per school year as per the following table.

12 Month

Fiscal Year Of Employment	Year	Month	Hour
Tenth	20	1.66	.07692
Fifth - Ninth	15	1.25	.05769
First - Fourth	10	.83	.03846

11 Month

Fiscal Year Of Employment	Year	Month	Hour
Tenth	18.25	1.66	.07692
Fifth – Ninth	13.75	1.25	.05769
First – Fourth	9.13	.83	.03846

10 Month (School Term)

Fiscal Year Of Employment	Year	Month	Hour
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Tenth	16.66	1.66	.07692
Fifth - Ninth	12.50	1.25	.05769
First - Fourth	8.30	.83	.03846

2. Vested Right

Employees shall complete a minimum of six (6) months of service before being authorized to use accumulated vacation time and shall not become a vested right until after six (6) months of service.

3. Ten Month Employees

Employees schedule to work ten (10) months or less during a fiscal year shall be paid for earned vacation time.

4. Time Limit on Use

Employees shall reduce accrued vacation days to no more than 24 days. An employee shall use excess accrued vacation at the rate of 25% of the excess accrued vacation leave each year until no more than 24 days of accrued vacation remain.

Employees with excess vacation days are strongly encouraged to use their excess vacation on non-student days. Approval of 10 days is required for vacation requests that are for more than five consecutive student days during the school calendar year, and for more than ten consecutive days during non-student days in the school calendar year.

5. Postponement

If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date(s) be changed and the District shall grant such request in accordance with vacation dates available at that time.

6. Holidays During Vacation

When a holiday falls during the schedule vacation of an employee, that holiday shall not be charged as a vacation day.

7. Vacation Schedules

Vacation must be scheduled in advance at a time approved by the District. Leave without pay shall not be granted if a unit member has accumulated vacation. Vacation leave shall not be denied for arbitrary or capricious reasons.

- a. Unit members shall receive at least twenty (20) days notice of any involuntary scheduling of vacation time. Involuntary scheduling of vacation time shall only occur when an employee has not utilized or scheduled his/her accumulated vacation time prior to June 30.

8. Grand-Person Provision

Employees listed in Appendix D shall continue to receive vacation in accordance with the agreement in effect at the time of unification.

ARTICLE IX: HOLIDAYS

All employees shall be eligible for holiday benefits as set forth below.

- 1. The District shall provide a maximum of fourteen holidays during each fiscal year at the same rate of pay as would have been received for that day if it had been worked. These holidays follow:

- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Day After Christmas
- New Year’s Day
- Martin Luther King Day
- Lincoln’s Birthday
- Washington’s Birthday
- Good Friday
- Memorial Day

- 2. An employee shall be eligible for holiday pay if he/she is in paid status on either the working day before or after the holiday. Regular employees not normally assigned to duty during the school holidays of December 24, December 25, December 26 and January 1 shall be paid for these four (4) holidays provided they were in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

3. When a holiday listed above falls on a Sunday, the following workday, not a holiday, shall be deemed to be the holiday in lieu of the day observed. When such a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be the holiday in lieu of the day observed.

ARTICLE X: GRIEVANCE PROCEDURE

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may arise concerning the interpretation or application of this Agreement.

1. Definitions
 - a. A “grievance” is any alleged violation, of the terms or provisions of this Agreement, personally and adversely affecting the grievant.
 - b. A “grievant” is an employee, group of employees or the Association who is adversely affected by the alleged violation, and who files a grievance in accordance with this Article.
 - c. A "day" is any day on which the District office is open for business.
 - d. An "immediate supervisor" is the lowest level supervisor designated by the District to adjust grievances, and who has direct responsibility for the grieving employee.

2. Grievance Resolution

- a. Level I.

Within twenty (20) days after an employee knew, or should have known, of the act or condition upon which the grievance is based, the employee shall discuss the matter in an informal conference with the immediate supervisor in an attempt to resolve the grievance.

- b. Level II.

If the matter is not resolved at the informal conference, the employee may present the grievance, in writing, to the immediate supervisor with a copy to the Superintendent.

The written grievance shall include:

- 1) The name of the employee filing the grievance.
- 2) A listing of the provision(s) of the Agreement alleged to have been violated.
- 3) A statement describing how the District is alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), the decision rendered at Level I, and the remedy sought. This written statement of the grievance must be submitted within twenty (20) days after the occurrence of the act or condition giving rise to the grievance. The immediate supervisor shall present a written answer to the employee within ten (10) days after receiving the grievance.

c. Level III.

If the grievance is not settled in Level II, and if the immediate supervisor is subordinate to the Superintendent, the employee may appeal the decision to the Superintendent. In such cases, the time limits shall run from receipt of the decision by the Superintendent and the time limits procedural requirements shall be the same as for Level II.

- 1) The appeal shall be in writing and be submitted within ten (10) days after the employee received the decision by the immediate supervisor.
- 2) This appeal shall include a copy of the original grievance, the immediate supervisor's answer and a statement of the reasons for the appeal. The Superintendent or his/her designee shall respond to the appeal in writing within ten (10) days after receipt. Either the employee filing the grievance or the Superintendent or his/her designee may request a meeting to discuss the grievance within this ten (10) day period. If such meeting is held, the time limit for the submission of the Superintendent's answer shall be extended until ten (10) days after such meeting. If the grievance is based upon an act or omission of the Superintendent, the informal conference shall be with the Superintendent and the written grievance may be initiated at that level.

d. Level IV.

If the grievance is not satisfactorily adjusted by the Superintendent, the grievant may submit the grievance and a request for a hearing including information required in previous steps in writing to the Board of Education within ten (10) working days of the receipt of the response of the Superintendent or within ten (10) days of the failure of the Superintendent to respond in accordance with Level III.

- 1) Subject to timely inclusion on the agenda, the Board of Education shall respond in writing within ten (10) days after the first regularly scheduled board meeting following the appeal. The Board reserves the right to designate a representative to conduct the hearing at Level IV.
- 2) If disciplinary action is an issue, the representative, if any, shall be a hearing officer.
- 3) An individual may represent himself/herself and may elect to take his/her case to the Board of Education. In such instance he/she shall follow the procedure of this section.

3. Employee-Processed Grievance

An employee covered by this Agreement may present a grievance and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by employees and an opportunity to respond prior to the expiration of the time limits for any written responses by the District.

4. General Provisions

- a. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take action complained of, nor justify the employee's refusal to perform assigned duties.
- b. The time limits on the filing and processing of grievance may be extended only by a written agreement signed by the Superintendent and President of CSEA.
- c. A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. If the District fails to answer a

grievance within the time limit provided (unless such time limits are extended by written agreement) the grievance may be appealed to the next step within the appropriate time limits.

- d. If the same grievance is made by more than one employee against one respondent, one employee, on behalf of himself/herself and others similarly involved, may process the grievance through the grievance procedure, provided however that the District may separate any such group grievances, pursuant to a good faith belief that different relevant considerations are involved. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
- e. In the course of investigation of any grievance, the representative of CSEA will report to the site administrator of the building being visited and will state the purpose of the visit as soon as possible upon arrival.
- f. The parties shall make a good faith effort to process grievances at times, which do not interfere with assigned duties, and to avoid interruption of classroom activities and the involvement of students.
- g. Records pertaining to an employee's grievance shall be kept in a file separate from the employee's personnel file.
- h. A grievant shall be entitled to CSEA representation at all levels of the grievance procedure.

ARTICLE XI: MANAGEMENT RIGHTS

- 1. This Article assures that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law.
- 2. By way of illustration, and not limitation, these duties and powers include the exclusive right to:
 - a. determine its organization;
 - b. direct the work of its employees;
 - c. determine the times and hours of operation;

- d. determine the kinds and levels of services to be provided and the methods and means of providing them;
 - e. establish its policies, goals and objectives;
 - f. determine staffing procedures;
 - g. determine the number and kind of personnel required;
 - h. maintain the efficiency of District operations;
 - i. contract out work which has been customarily and routinely performed by employees in the bargaining unit which will not result in the displacement or reduction in hours of bargaining unit employees. Except in an emergency, should the District desire to exceed this limitation, it shall not do so without first negotiating with the Association; and
 - j. hire, classify, assign, evaluate, promote, terminate and discipline employees.
3. The exercise of the preceding powers, rights, authorities, duties and responsibilities by the District, including the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the law.

ARTICLE XII: CONCERTED ACTIVITIES

- 1. It is agreed and understood that there will be no instigation to strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other employees of labor organizations to engage in such activity.
- 2. CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit members, CSEA shall take all necessary steps to cause unit members to cease such action.

ARTICLE XIII: SAVINGS PROVISION

If any provisions of this Agreement are held to be invalid or out of compliance by a court or administrative agency of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIV: ASSOCIATION RIGHTS

1. Access – With prior permission of the District administration, the Association shall have access rights to areas in which employees work for the purpose of representing bargaining unit members in the grievance process.
2. Bulletin Boards – The Association will be provided with the use of an institutional bulletin board for posting or transmitting information regarding Association business.
3. Equipment – The Association shall be provided with the use of institutional equipment at reasonable times providing such use does not interfere with District operations. This equipment shall include but not be limited to phones, facsimile machines, photocopiers and computers for the purpose of checking electronic mail.
4. Facilities – CSEA shall have the right to use District facilities for CSEA business and organizational meetings providing such use does not interfere with District operations.
5. Copies of Certain Materials – CSEA representative(s) shall receive copies of everything from management pertaining to classified positions.
6. Board Agendas – The District shall provide the chapter president of CSEA one copy of the non-confidential Board Agenda and any non-confidential back-up material related thereto, for each Board meeting.
7. Distribution of Contract – The District shall provide a copy of this contract to every bargaining unit member. Any person who becomes a member of the bargaining unit after the execution of this Agreement shall be provided by the District with a copy of this Agreement and any written changes agreed to by both parties during the life of this Agreement.

ARTICLE XV: EMPLOYEE EXPENSES AND MATERIALS

1. Uniforms – The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards, if they are required by the District to be worn or used by bargaining unit employees.
2. Tools – The District agrees to provide all tools, equipment, and supplies reasonably necessary for employees to perform assigned duties.
3. Certificates – The District agrees to pay the cost of the Bus Driver’s, the Cafeteria Worker’s, CPR and/or any other certificate for employees who are required to have said certification for their continued employment.
4. Physical Examinations – The District agrees to provide the reasonable cost of any medical examination required as a condition of continued employment and all required injections, medical testing, and X-rays including the provisions outlined in Education Code Section 45122.
5. Meals and Lodging – Any employee who incurs expenses for meals and lodging as a result of authorized work assigned away from the District overnight shall be reimbursed upon submission of appropriate receipts or voucher. Any employee who incurs expenses for meals and lodging as a result of authorized work assigned away from the District less than overnight may be reimbursed with prior written agreement. Reimbursement shall be as authorized by Board Policy
6. Mileage – If an employee travels to more than one work site by personal auto, or if the employee is authorized to use his/her personal auto for District business, the District agrees to pay the employee a mileage rate not less than the Federal IRS allowable mileage reimbursement rate. Mileage shall not be paid when the employee is traveling to or from his/her home to the primary work site.

ARTICLE XVI: DISCIPLINE OF PERMANENT EMPLOYEES

1. Definition
 - a. Discipline, as used in this Article, means dismissal, demotion, suspension, and/or reduction in hours or classification for performance related reasons without the permanent employee’s consent.
 - (1) A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

(2) This Article shall not limit the District's right to evaluate or to reprimand or to counsel whether orally or in writing. Nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this Article.

b. Permanent/Probationary

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

(2) The probationary period is an extension of the selection process. As such, a probationary unit member may be terminated, at any time, at the sole discretion of the District, and without a right to a hearing.

c. Progressive Discipline

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

Step 1) The unit member will first receive a verbal warning which will include a description the alleged misconduct and a description of the steps the bargaining unit member must take to avoid disciplinary action.

Step 2) The unit member may receive a written warning which includes a description of the alleged misconduct and a description of the steps the bargaining unit member must take to avoid disciplinary action.

Step 3) The unit member may be subject to disciplinary action.

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

2. Causes for Discipline of Permanent Employees

a. The continued employment of a permanent unit member is contingent upon satisfactory performance and personal fitness. A permanent unit member may be disciplined for just cause. Just cause includes, by way of illustration and not limitation:

(1) Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on

application forms, employment records, time sheets or cards, absence forms or any other District records.

- (2) Unsatisfactory performance of the duties of his/her position.
- (3) Inefficiency in performance of the duties of his/her position.
- (4) Neglect of duty.
- (5) An act of insubordination. This shall include, by way of illustration and not limitation, refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- (6) Dishonesty or theft, including deliberate destruction, damage or removal of the property of the District or another person.
- (7) Consumption of an alcoholic beverage, or an intoxicant of any kind, either while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- (8) Possession of an alcoholic beverage, or an intoxicant of any kind, at a District facility or on District property.
- (9) While on duty: either used, sold/furnished, or was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code Section 11007 et seq.).
- (10) Conviction of any felony; or the conviction of a misdemeanor involving moral turpitude; or the 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.
- (11) Abandonment of position. Five (5) of the affected employee's work days of continuous absence without approved leave shall be deemed abandonment and shall result in termination as a voluntary resignation. (See Section 6.)

- (12) Immoral conduct.
 - (13) Discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another employee of the District.
 - (14) Misuse of District property.
 - (15) Violation of District rules, regulations, policies or procedures. This shall also include refusal to obey the District's safety rules or regulations and those made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.
 - (16) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's classification specification or otherwise necessary for the employee to perform the duties of the position.
 - (17) Refusal to take and subscribe any oath or affirmation, which is required by law in connection with his/her employment.
 - (18) Unlawful retaliation against a pupil or any District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
 - (19) Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
 - (20) Knowingly provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
 - (21) Any cause set forth in the California Education Code, which mandates discipline, dismissal, or prohibits hiring.
- b. No disciplinary action shall be taken for any cause which arose prior to the employee attaining permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the

employee should have disclosed the facts to the District. Such prior cause(s), however, may be utilized in determining the appropriate level of discipline for a current cause for discipline.

3. Procedure for Imposing Disciplinary Action

a. Informal Conference

An employee who has been tentatively recommended for discipline shall be afforded the opportunity to present facts in his/her defense at an informal conference prior to a final determination by the District. He/she shall have the right to a representative of his/her choice at the informal conference.

b. Notice to the Employee

Prior to the imposition of disciplinary action, the District shall give notice to the employee. This written notice of disciplinary action shall be deemed sufficient if:

- (1) personally delivered;
- (2) actually received by the employee;
- (3) sent to the employee by certified mail, return receipt requested, at the employee's last known address.

c. Contents of the Written Notice

The contents of the written notice shall include, but need not be limited to, the following:

- (1) A statement of the specific acts and omissions upon which the disciplinary action is based.
- (2) A statement of the cause, or causes, for the action taken.
- (3) If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation.
- (4) A statement of the discipline proposed, including beginning and ending date(s), if appropriate.
- (5) A statement that the employee may file, with the Superintendent or his/her designee, a request for hearing before the District Governing Board. Such request must be

filed within ten (10) days after receipt of the written notice by the employee.

- (6) A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- (7) A statement that if the employee does not respond pursuant to Section 3.c(5). above, the District will impose the discipline as noticed.

4. Employment Status Pending Hearing

- a. Except as set forth in Section 4 b. below, an employee who has requested a hearing regarding a recommendation of disciplinary action shall remain on active duty status and shall remain responsible for fulfilling the duties of the position pending his/her hearing. Active duty may, at the District's discretion, include a special or changed assignment.
- b. After compliance with Section 3, if the District recommends dismissal, the employee may be suspended (with or without pay) pending a hearing.

5. Hearing Before the District Governing Board

- a. If the employee served with a notice of disciplinary action files a timely request for hearing, a hearing will be granted. The Governing Board may conduct such a hearing itself or may appoint a hearing officer to conduct such a hearing.
 - (1) Any decisions rendered by a hearing officer shall be advisory to the Governing Board.
 - (2) The hearing shall be conducted in closed session unless the employee requests a public hearing. The Governing Board, or the hearing officer, may deliberate in the absence of the employee and the District administration.
- b. At such hearing, the employee shall be entitled: to appear personally; to be represented by a person of his/her choice; to introduce relevant evidence on his/her behalf; to cross-examine witnesses; and to challenge evidence presented by the District. The hearing officer will have the authority to compel witnesses to testify by issuing subpoenas upon request of the District or CSEA.

- c. The Governing Board's determination of the sufficiency of the cause for disciplinary action, as well as the level of discipline imposed, shall be conclusive.
- d. 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.

6. Absence Without Leave

a. Automatic Resignation

Absence without approved leave (without notification to the District) for more than five (5) consecutive workdays is an automatic resignation as of the last day on which the bargaining unit member actually rendered service. Any absences without approved leave, whether with notification or for five (5) days or less, may still subject the unit member to discipline up to and including termination.

b. Notice

The District shall serve notice of the automatic resignation on the bargaining unit member. Such notice shall be served, by certified mail or personal service, at the bargaining unit member's last known address.

c. Reinstatement

A bargaining unit member may apply for reinstatement to his/her position under the following conditions:

- (1) The bargaining unit member must seek reinstatement, in writing, within fifteen (15) calendar days of receipt of the notice of automatic resignation. The bargaining unit member will only be considered for reinstatement if he/she makes an explanation of his/her absence, which is acceptable to the District.
- (2) If the bargaining unit member does not receive the notice of automatic resignation, the bargaining unit member must seek reinstatement within thirty (30) calendar days of the date on which he/she last rendered service. The bargaining unit member will only be considered for reinstatement if

he/she makes an explanation of his/her absence, which is acceptable to the District.

- (3) If the bargaining unit member makes an explanation of his/her absence which is acceptable to the District, the bargaining unit member must be able to return to the full range of his/her duties on the date on which he/she seeks reinstatement or must have prior approval of a continued leave of absence from the Superintendent or his/her designee.
- (4) The bargaining unit member who is reinstated shall not be compensated for the period of his/her absence or separation and shall not accrue seniority, nor entitlement to any other benefit for his/her period of absence or separation.

ARTICLE XVII: ORGANIZATIONAL SECURITY

1. CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, or other plans or programs jointly approved by CSEA and the District.
2. Employees in the bargaining unit who are members of CSEA on the effective date of this Agreement must retain their membership in CSEA. New employees shall join CSEA, shall pay service fees to CSEA, or upon verification of their bona fide religious objector status by the CSEA Legal Department shall make equivalent payments to a charity in lieu of service fees.
3. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in or pay service fees to CSEA upon verification of their religious objector status per Section 2 above. An employee claiming a religious objection must do so in writing to the CSEA Legal Department who will verify the employee claim. CSEA will then notify the District in writing of verification or denial of the employee's religious objector status. Such bona fide CSEA verified religious objectors shall be required, in lieu of a service fee, to make equivalent payments to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
 - i. American Heart Association
 - ii. American Cancer Society

- iii. United Way
- iv. United Samaritans Foundation

An employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA and the District with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deductions of such payment.

- 4. It is agreed and understood that employees who fail to submit dues or service fee forms shall have the service fees automatically payroll deducted.
- 5. The District agrees to notify CSEA of all new hires in the bargaining unit within thirty (30) days of their hire date. Included in this notification shall be the new employees hire date, name, address, phone number, social security number, job title, and work site.
- 6. The District shall, at no charge to CSEA, deduct dues and service fees for all employees obligated under this Agreement.
- 7. It is agreed that CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein, provided CSEA is promptly (within ten (10) calendar days) notified of any and all legal actions against this provision. CSEA retains the exclusive right to decide what, if any legal actions should be attempted in defense of this provision.

ARTICLE XVIII: SAFETY

The District and employees shall conform to and comply with all health, safety, and sanitation requirements imposed by the state and federal law or regulations adopted under state and federal law. No employee shall in any way be discriminated against as a result of reporting any condition believed to be a violation of this Article.

ARTICLE XIX: DURATION OF AGREEMENT

- 1. The term of this Agreement shall be July 1, 2014 up to June 30, 2017.
- 2. Subject to the public notice requirements of the Rodda Act negotiations 2015-2016 and 2016-2017 on Article III – Salary and Benefits, plus up to two (2) unspecified articles shall be reopened by either party giving notice to the other party.

3. By mutual agreement of the parties, negotiations may be reopened for any unforeseen circumstance regarding this Agreement.
4. Any Tentative Agreement between the parties reached through the negotiations process shall not be effective unless reduced to writing and officially signed and ratified by both parties.

ARTICLE XX: LAYOFFS

1. Layoff

A layoff for the purpose of this Article shall be considered as a separation of a permanent or probationary classified employee due to a lack of funds and/or a lack of work.

2. Order of Layoff

Layoffs shall be in the reverse order of seniority in the job classification in which the layoff occurs.

- a. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of the District hire date seniority with the employee hired first being retained and, if that is equal, then the determination shall be made by lot.

3. Notice of Layoff

- a. When a layoff of classified employees is anticipated by the administration at least five (5) workdays before any Board action is taken on layoff of classified employees, the District shall notify the CSEA Chapter President or designee in writing of the proposed action. The District shall provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated no less than ten (10) workdays before the date notices are sent to employees. A list of positions recommended for layoff, and for information only, any non-confidential documents supporting the need for layoff, will be furnished to CSEA at the time such information is given to the Board.
- b. Following Governing Board action, a written notice of layoff shall be given to the effected employees, no less than sixty (60) calendar days prior to the effective date of the layoff. A

termination interview with the Superintendent or designee may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by U.S. Mail to the CSEA Chapter President or designee, with a listing of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and reemployment rights.

- c. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than sixty (60) calendar days prior to the effective date of their layoff.

4. Bumping Rights

- a. An employee who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump the least senior employee in that classification with the same number of hours. If there is no less senior employee in the classification with the same number of hours, the employee shall bump into the same classification with fewer hours. When the employee is eligible to bump into more than one classification, the employee shall bump into the equal classification. If there are two (2) classifications into which he/she is eligible to bump, it shall be the one in which the employee has the most prior service.
- b. Seniority, for the purpose of determining bumping rights, shall include the total of the previous service in the equal or lower classification being bumped into, plus service in the classification from which layoff occurs, and higher classifications.
- c. A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower classification or placement in an equal classification, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such reassignment. Such employee shall maintain his/her reemployment rights as defined in this Article.

- d. No regular employee shall be laid off from any position while an employee not in the classified service is serving in a position in the same classification for a scheduled leave with at least six (6) more months duration as of the effective date of the layoff unless the regular employee declines such assignment.
- e. No volunteer, substitute, short-term employee or student will replace an employee laid off.

5. Reemployment Rights

- a. Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff as vacancies become available. Vacant positions will be filled by qualified laid off employees first.
- b. Laid off employees who, at the time of layoff, took voluntary demotions or reductions shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
- c. An employee who is laid off and is subsequently eligible for reemployment shall be notified by the District, in writing, of opening(s) for which he/she is eligible. The notice shall be by First Class Mail to the last address of the employee on record with the District and shall contain deadlines for accepting or declining the opening(s) as outlined in Section e. below.
- d. In lieu of First Class Mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given written notice of all employees offered the employment.
- e. Within five (5) calendar days of mailing the notice or within three (3) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.
- f. The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more

junior person may be given the vacancy only when those with more seniority have declined or waived it.

- g. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her former classification with the same number of hours.
- h. An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list. If the employee accepts reemployment, he/she must report to work within five (5) working days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approves a later reporting date.

6. Seniority

Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District pursuant to this Article. Step placement on the salary schedule shall be the same as on the layoff date.

7. Sick Leave Hours

Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

8. Vacation and Compensatory Time

Vacation time pursuant to Article VII of this Agreement and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

9. Fringe Benefit Continuance

With approval of the carrier(s), an employee who has been laid off shall continue to be covered with the benefits provided in Exhibit C of this Agreement eighteen (18) months with the employee paying the full costs of the benefits in advance provided that all of the benefits previously received are continued.

10. Effects Negotiations

The parties agree to meet and negotiate the effects of all layoffs upon written request of either party.

11. Grandfather Rights

No employee shall lose any “grandfather” rights or entitlements pursuant to Exhibit D or any other Article of the collective bargaining agreement as the result of a layoff.

ARTICLE XXI: TRANSPORTATION

21.1 Trips and Extra Hours

1. The District will determine if a driver is proficient for any trip.
2. If all hours are equal and proficiency has been determined, then seniority shall determine which drivers will be offered the time/trip.
3. If a driver refuses a trip, then the driver is passed and “charged” the hours to their total time offered.
4. Extra hours will be offered as equally as possible and records of the hours offered and taken will be kept the transportation supervisor.
5. All drivers must fill out and complete an Extra Hours/Turn Down slip for all time offered and refused or taken.
6. Drivers will be paid a minimum of two (2) hours for all trips outside their regular work schedule unless the time worked is immediately before or after their assigned shift.

21.2 Training and Workshops

1. The district agrees to pay drivers their normal rate of pay for training required every year in order to keep their driver certificates current.
2. Any driver not able to complete the ten (10) hours of mandated training within two (2) months of their birthday, because of the absence of a district bus trainer or failure of the district bus trainer to provide such required hours of training, will be allowed to

attend out-of-district training paid by the District including mileage, meals and hours in training. Should the District at any time require a driver to attend a workshop or training out of the District for any reason, mileage, meals and hours in training will be paid by the District.

ARTICLE XXII: PROFESSIONAL GROWTH

- 22.1 This provision recognizes the need for all employees to improve in their job performance and that this is possible through continued training and education. This Article, effective July 1, 2012 provides a systematic program of professional development, defined as a Professional Growth Program that includes classes, workshops or conferences that provide college units.
- 22.2 Eligibility: This provision applies only to permanent employees who have completed three (3) consecutive years of employment with Hughson Unified School District. Progress toward professional growth may be earned prior to the completion of three (3) consecutive years of employment, but compensation will not be credited until the beginning of the fiscal year following completion of the three years as stated above.
- 22.3 Professional growth credit may be earned through college courses, workshops, seminars, lectures, or other established courses or training that provide CUs that are approved in advance by the Superintendent's designee. Courses approved by the Superintendent/Designee, which lead to Professional Certification in the field bargaining unit members are employed in, may be approved as well. Professional Certifications that bargaining unit members currently possess will be considered on a case by case basis for an ongoing Professional Growth Stipend. The following are examples of Professional Certifications that would be considered for a Professional Growth Stipend:

Contractor License, HVAC Certification. Locksmith Certification, Welding Certification, Pesticide Applicators License, Backflow Prevention Certification, ASC Certified Mechanic or other ASC Certificates. These are examples that are not all inclusive of Certifications that would be considered.
- 22.4 CUs are defined as semester/quarter units earned from an accredited college or university.
- 22.5 Procedure for approval: The employee must complete a

Professional Growth Proposal form which identifies the CUs for which they are seeking approval and which shall contain an explanation as how the proposed CUs meet the criteria set forth in Article 22.7. This Professional Growth Proposal form shall be reviewed by the employee's immediate supervisor and must be approved by the Superintendent's designee to be eligible for Professional Growth credit.

- 22.6 Criteria for approval: The Professional Growth proposal must either be clearly and directly related to improvement of the employee's job performance in their established classification.
- 22.7 Verification: Following completion of coursework or training, the employee must provide written documentation (official transcripts that they have successfully completed the hours and minimum standards of the CUs, including satisfying any and all necessary requirements for completion of the coursework. In the case of CUs, receipt of a grade of at least a "C", "pass", or "complete" is necessary.
- 22.8 Increase in Compensation: Compensation earned through this Article will be received at the beginning of the fiscal year following the completion of the CUs needed for advancement.
- 22.9 Compensation: An ongoing Professional Growth Stipend of \$250 shall be awarded upon the completion of 12 semester units of CUs. An employee may receive up to four (4) ongoing Professional Growth Stipends. The maximum amount of ongoing stipend for Professional Growth is \$1,000 per year:
- 12 semester units = \$250 ongoing stipend.
 - 24 semester units = \$500 ongoing stipend.
 - 36 semester units = 750 ongoing stipend.
 - 48 semester units = \$1,000 ongoing stipend.
 - Professional Certification= \$1000 ongoing stipend
- The ongoing stipend will be paid in October for units earned through August 31st of the year.
- 22.10 Qualification for Advancement: An employee may not earn more than one ongoing Professional Growth Stipend per year. Units earned beyond the allowed Professional Growth Stipend during the year may be carried over into the next year and used as credit for a subsequent Professional Growth stipend.
- 22.11 Records: All records will be kept by the Human Resources Division. It is the employee's responsibility to verify and monitor

these records and their participation in the Professional Growth Program.

22.12 Notification: It is the employee's responsibility to notify and provide verification to the Human Resources Division by September 1st of each year if they have achieved sufficient CUs to qualify for an ongoing Professional Growth Stipend.

22.13 Limitations: Credit will not be granted for training taken during the employee's regular work hours or during time in which they receive compensation from the HUSD approved as leave time pursuant to Article XIX Leaves of Absence.

22.13.1 Credit will not be granted for training or coursework required by State or Federal law to maintain a credential or license required for employment in a given classification.

22.13.2 All fees required for the course must be paid by the employee. This includes travel expenses, books and/or supplies, tuition and registration fees.

22.14 Pre Professional Growth Credit: Employees who have completed their Bachelor of Arts or Bachelor of Science Degree in a field related to their classification will be awarded a stipend according to the following scale:

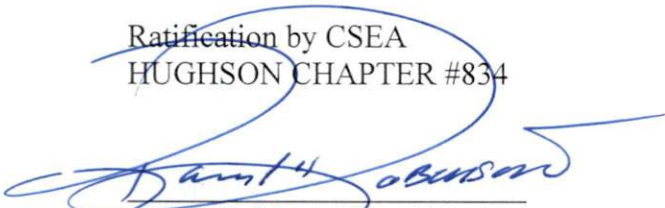
Bachelor Degree = \$1,000 ongoing stipend

Masters Degree = \$1,000 ongoing stipend

ARTICLE XXIII: SIGNATURE PAGE


AGREEMENT REACHED - May 8, 2019

Ratification by CSEA
HUGHSON CHAPTER #834

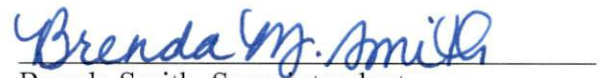


Randy Robinson, President and
Chief Negotiator

Ratification by the Board of Trustees
HUGHSON UNIFIED SCHOOL DISTRICT



Randall Heckman, Board President



Brenda Smith, Superintendent
Negotiation Team Member

EXHIBIT A SALARY SCHEDULE

**Hughson Unified School District
Classified Employees Salary Schedule
– 2019-2020**

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A/1	Child Nutrition Clerk Food Service Worker Mail Clerk	\$13.42	\$14.09	\$14.81	\$15.56	\$16.33	\$17.14	\$18.00
B/2	Cafeteria Cook	\$14.65	\$15.37	\$16.14	\$16.97	\$17.80	\$18.70	\$19.62
C/3	Paraeducator Bilingual Paraeducator One-on-One Paraeducator Pre-School Paraeducator P E Paraeducator Locker Room Attendant/ Paraeducator Band Paraeducator	\$14.32	\$15.03	\$15.79	\$16.55	\$17.39	\$18.26	\$19.19
D/4	Receptionist/ Health Clerk	\$14.86	\$15.61	\$16.38	\$17.20	\$18.06	\$18.95	\$19.92
G/7	Media Center Technician	\$15.76	\$16.54	\$17.37	\$18.25	\$19.16	\$20.11	\$21.12
J/10	Registrar Registrar/ Student Attendance Clerk Registrar/ Student Body Clerk High School Library/Career Center Technician	\$16.01	\$16.82	\$17.67	\$18.55	\$19.47	\$20.45	\$21.45
K/11	Custodian Groundskeeper Groundskeeper/ Custodian	\$16.52	\$17.36	\$18.22	\$19.14	\$20.08	\$21.10	\$22.13
M/13	Custodian in Charge (grandfathered)	\$18.18	\$19.07	\$20.03	\$21.02	\$22.08	\$23.18	\$24.35
MM/13.5	Lead Custodian Food Service Lead Person Principal's Secretary/Data Entry Specialist	\$19.00	\$19.96	\$20.94	\$21.99	\$23.09	\$24.27	\$25.47

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
N/15	Instructional Assistant (grandfathered)	N/A	\$17.55	\$18.44	\$19.36	\$20.32	\$21.34	\$22.41
O/15	Bus Driver	\$18.05	\$18.95	\$19.90	\$20.88	\$21.93	\$23.02	\$24.18
OO/15.5	Maintenance Worker/ Bus Driver	\$18.34	\$19.26	\$20.21	\$21.23	\$22.28	\$23.40	\$24.57
P/16	Maintenance Worker Maintenance Worker/ Groundskeeper	\$18.25	\$19.17	\$20.12	\$21.13	\$22.17	\$23.30	\$24.45
PP/16.5	Maintenance Worker/ Vehicle Mechanic	\$19.49	\$20.48	\$21.50	\$22.58	\$23.70	\$24.90	\$26.14
Q/17	Driver Trainer/ Clerk/ Dispatcher Technology Support Specialist	\$20.11	\$21.12	\$22.16	\$23.29	\$24.45	\$25.66	\$26.95
S/19	Principal's Secretary	\$17.44	\$18.31	\$19.24	\$20.19	\$21.21	\$22.25	\$23.38
T/20	Campus Supervisor	\$17.15	\$18.01	\$18.91	\$19.87	\$20.85	\$21.90	\$22.99
U/21	Cafeteria Monitor Yard Duty Aide Crossing Safety Guard	\$12.24	\$12.44	\$13.07	\$13.71	\$14.39	\$15.12	\$15.86
V/22	Sign Language Interpreter/Tutor	\$17.21	\$18.06	\$18.96	\$19.93	\$20.91	\$21.95	\$23.05
W/23	Licensed Vocational Nurse Speech Language Pathologist Assistant	\$23.24	\$24.38	\$25.61	\$26.90	\$28.22	\$29.64	\$31.14
X/24	Computer Technician Assistant	\$12.24	\$12.85	\$13.49	\$14.17	\$14.87	\$15.62	\$16.40

\$9,130.00 Annual Benefit Package (Part time prorated per contract)

Board Approved: June 4, 2019

EXHIBIT B NAMES OF “GRAND-PERSONED” EMPLOYEES (See Article III)

HUGHSON UNIFIED SCHOOL DISTRICT

**Names of “Grand-Personed” Employees For Purposes of ARTICLE III: Salary and Benefits,
Section 3 - Baseline Benefits, Section 7 - Longevity Pay; and
ARTICLE VIII - VACATION, Section 8 -
Grandperson Provision**

CSEA Employees With Grandfather Rights - 1998/99						
Name	Hire Date	Hrs/Day	Salary	Vacation	Longevity	FTE %
Barnes, Jdean	Aug-83	8	range 11 step 7	25 days	\$600.00	100%
Castillo, David	2-18-97 - temp					
Castillo, David	4-14-97 - perm	8	range 11 step 2	12 days		100%
Fisher, LaNin	Sep-90	4	range 15 step 6	13	\$150.00	50%
Morin, Beverly	Sep-87	6	range 14 step 6	17	\$400.00	100%
Naron, Corene	9/1/97	7.5	Range 7 step 1	10		100%
Perino, Kristyn	Sep-89	6	range 3 step 6	16.7	\$300.00	100%
Rocha, Gustavo	2/28/97	8	range 11 step 2	12		100%
Rohn, Anita	Sep-91	6	range 14 step 5	13	\$225.00	75%
Wiggs, Karen	Sep-84	8	Range 2 step 6	16.7	\$600.00	100%

**CSEA LONGEVITY PAYMENTS
Using 1998/99 as Reference Year**

NAME	#PAYS	MONTHLY AMOUNT	AMT PD THRU 10/98	AMOUNT EARNED	PAID 11/30/98	OVERPAY 10/30/98	RETRO 97/98 PD 11/98
Barnes, JD	4	16.67	66.68	600.00	533.32		
Fisher, LaNin				150.00	150.00		
Fisher, Linda				150.00	150.00		
Morin, Bev	2	16.67	33.34	400.00	366.66		200.00
Perino, Kristyn				300.00	300.00		
Rohn, Anita				225.00	225.00		
Rose, Barbara	1	540.00	540.00				
Snyder, Steven	1	540.00	540.00	500.00		(40.00)	
Soares, Rene				300.00	300.00		
Wiggs, Karen	1	540.00	540.00	500.00		(40.00)	
					\$8,512.91		

EXHIBIT C PROFESSIONAL GROWTH PROPOSAL FORM (See Article XXII)

Professional Growth Proposal Form _____
(year)

Employee _____

Site _____

Date of Hire _____

Course # and Title	Units	Criteria for Approval (per contract Article 22.6)	Approved/Disapproved

Immediate Supervisor Signature

Date _____

Superintendent/Designee Signature

Date _____