

Article 1

AGREEMENT

- 1.1 This is an agreement made and entered into by and between the SHASTA UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "District") and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Shasta Chapter 181 (hereinafter referred to as "Association").
- 1.2 The District confirms the recognition of the Association as the exclusive representative for those units of classified employees certified by Public Employee Relations Board on January 3, 1978 (Docket Number S-R-296) and amended on June 12, 1987 (PERB S-UM-387). This agreement applies only to regular classified District employees included in the representation unit as listed in Appendix A.

Article 2

DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 2.2 The District's exercise of its powers, rights, authority, duties and responsibilities; 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 such specific and express terms are in conformance with law.
- 2.3 The District retains its right to amend, modify, or rescind policies, regulations, and practices referred to in this agreement in cases of emergency. For the purposes of this article, an emergency is defined as an act of God, a war, a natural or man-made disaster.
- 2.4 Any review of grievances related to this article, pursuant to Article 12.5 (Procedures for Processing Grievances), is solely limited to whether or not the District appropriately reserved its rights.

Article 3

ORGANIZATIONAL RIGHTS

- 3.1 Within 30 days after the execution of this contract, the District shall duplicate and make available without charge a copy of this contract to every employee in the bargaining unit.
- 3.2 The Association President or other officer designated by the President will be permitted released time up to a maximum of twelve days for each 12-month period under this contract for the purpose of conducting the normal business of the Association. The District will further provide for released time for the Association President to attend meetings of the school board. The released time is granted with the understanding that the Association President's first commitment is to employment with the District and that absences for Association activities will be held to a minimum. The Association President will seek at least five days advance review by a designated management person for each request.
- 3.3 The District will provide the Association with a seniority list for purposes of layoffs of all classified employees in the District. Such list shall be provided by February 1 of each year of this Agreement; and upon request of the Association, the District will provide the Association with an updated list within 10 calendar days of the service of layoff notices to members of the bargaining unit.
- 3.4 One night custodian at each school site shall be permitted three hours released time per meeting for the purpose of attending up to 10 CSEA meetings per year. The three hours released time shall include any necessary travel time. Requests for released time to attend Association meetings must be submitted in writing to the immediate supervisor at least five work days before the scheduled meeting.
- 3.5 Released Time for Negotiations
 - 3.5.1 Released time for negotiations shall be provided only as authorized in this Article. Eight (8) hours of release time or thirty two (32) employee hours total for pre negotiation meetings. (Board Approved April 7, 2009)
 - 3.5.2 The Association shall request released time for negotiations. Such request shall be directed to a designated District representative.
 - 3.5.3 An employee released for negotiations shall be released from all work regardless of the employee's assigned shift if negotiations last or are scheduled to last for six or more hours, except that an employee shall work that portion of a shift which can be completed before negotiations begin.
 - 3.5.4 An employee released for negotiations who negotiates for less than six hours and/or when negotiations are scheduled for less than six hours shall return to work regardless of the assigned shift.
 - 3.5.5 Any exceptions to the foregoing shall be mutually agreed to by the District and the Association.
 - 3.5.6 Night custodians shall be released for a maximum of three (3) hours to enable them to participate in contract ratification voting. The released time shall be limited to one evening meeting per school year. Each custodian shall return to work immediately after the ratification meeting.

Article 4

ORGANIZATIONAL SECURITY

4.1 Employee Rights

4.1.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

4.1.2 An employee has the right to choose, either to become a member of the Association, or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 4.6 below.

4.2 Payroll Deductions

4.2.1 The Association shall be provided continuous payroll deductions of membership dues, including the dues of the State organization. The Association shall hold the District harmless on account of any problem arising from monies having been deducted and remitted to the Association pursuant to this Section. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

4.2.2 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least 30 calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, increase or decrease in authorized deductions by a member(s) for Association approved items.

4.2.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all employees for whom all dues deductions have been made.

4.3 Payment Method and Association Certification Requirements

4.3.1 An employee who does not fall within the exempted categories as set forth in Section 4.6 below, and who has not voluntarily made application for membership in the Association within the 60th day following either the date upon which the results of the separate election provided for in the Sections above are finally certified pursuant to the rules and regulations governing the Public Employment Relations Board, or, the date upon which said employee has been formally hired by the District as a bargaining unit employee, must, as a condition of continued employment in the District, pay to the Association a service fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said employee who is not a member of the Association.

4.3.2 In the event that an employee does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 4.2 of this Agreement and pursuant to the Education Code.

4.3.3 Prior to the beginning such automatic payroll deduction, the Association will certify to the District in writing that:

- (1) the employee whose pay is to be affected by the deduction has:

- (a) refused to join the Association;
- (b) refused to tender the amount of the service fee as defined herein; and
- (c) not applied for an exemption under Section 4.6 herein; and

(2) the Association is complying with current Public Employment Relations Board Regulations regarding "Notification of Non-member," "Filing of Financial Reports," "Agency Fee Appeal," "Escrow of Agency Fees in Dispute," and "Filing of Agency Fee Appeal Procedure."

4.3.4 The written certification in 4.3.3 above shall be a condition precedent to any collection of the service fee by the District.

4.3.5 The District is under no obligation to make payroll deductions for periods during which an employee is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than 30 days. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and service fees.

4.4 Amount of Service Fee

4.4.1 The service fee collected from employees pursuant to Section 4.6 shall be that allowed by Section 3540.1(i)(2) of the Government Code.

4.4.2 Full-time, non-exempt employees hired during the school year shall join the Association or pay a prorated service fee. Part-time, non-exempt employees shall join the Association or pay a prorated service fee. Employees on leave without pay, and employees who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first 10 work days upon return to paid status.

4.4.3 Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.

4.5 Annual Verification of Service Fee by Association

The Association shall file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the service fee.

4.6 Employees Exempted From Obligation to Pay Service Fee

4.6.1 Any employee shall be exempted from the requirements of a service fee if such employee is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1(d) of the Government Code.

4.6.2 Such exempt employee shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to such service fee to any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Such charities cannot be affiliated in any manner with the Association, nor can such charities be related to an established religious organization.

4.6.3 The Association may, upon written request to the employee, require the exempt employee to submit an affidavit explaining the basis for the employee's objection to the payment of the service fee.

4.7 District's Obligations

The District's obligations under this Article are 1) to notify any employee who has failed to comply with the provisions of this section that, as a condition of employment in the District, such employee must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) deduct from pay appropriate amounts pursuant to Sections 4.2 and 4.4 herein. Under no circumstances shall the District be required to dismiss or otherwise discipline any employee for failure to fulfill their obligations to pay the fees established herein.

4.8 Hold Harmless Provisions

The Association shall indemnify and hold the District harmless against any and all claims, demands, or liabilities asserted by an employee that arise in connection with the service fee provisions defined herein. The Association shall fully and promptly pay the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the District or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Section in this Agreement pertaining to service fee. Such costs shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the District.

4.9 It is agreed and understood by the parties to this Agreement that the provisions, rights and obligations herein pertaining to payment of a service fee and dues deductions shall not survive beyond the term of this Agreement, and shall accordingly expire on the termination date of this collective agreement.

Article 5

EVALUATIONS

5.1 Procedure

- 5.1.1 Service ratings for all probationary employees of the unit shall be submitted at the end of the second, fifth and eighth months.
- 5.1.2 Service evaluation for all permanent employees shall be submitted prior to the end of each fiscal year.
- 5.1.3 Employees shall meet with the evaluator to review and sign their rating forms before they are submitted to the Human Resources Office by the evaluator. Such signature shall not necessarily imply agreement with the evaluation, but shall only indicate that the employee has reviewed the evaluation and has been provided a copy of such evaluation.
- 5.1.4 Employees may review and respond in writing to their supervisor's evaluation. The written response shall be attached to the evaluation and placed in the personnel file.
- 5.1.5 The evaluation shall include written recommendations for improvement when an employee is rated as deficient in one or more areas. The evaluator shall meet with the employee, discuss the specific recommendations, and attempt to assist the employee in improving performance.

5.2 Personnel Files

- 5.2.1 An employee may inspect material in the official personnel file which may serve as a basis for affecting the employment status of the employee except materials which:
 - (a) were obtained prior to the employee's employment,
 - (b) were prepared by identifiable examination committee members, or
 - (c) were obtained in connection with a promotional examination.
- 5.2.2 An employee may inspect such materials in the personnel file, with the exception of the above specified items, during the normal business hours of the District at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a District administrator or designee.
- 5.2.3 No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, the employee's own comments. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District and at a time when the employee can be spared from duty, as determined by the site supervisor. The employee shall submit a request in advance to the site supervisor to leave the normal place of work during assigned duty times for such review and comment.
- 5.2.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.
- 5.2.5 The official personnel file of each employee as referred to in this section shall be kept in the District Office. (Board Approved 4/7/2009)

Article 6

HOURS OF EMPLOYMENT

6.1 Work Week and Work Day

6.1.1 Regular full-time employment consists of a 40-hour work week rendered in units of eight hours. The regular work week for full-time employees shall consist of five consecutive work days for all employees rendering service averaging four hours or more per day during the work week.

6.1.2 The work day and work week for all employees shall be established and regularly fixed by the District.

6.2 The District will not modify a work shift or a work schedule for purposes of avoiding the payment of overtime.

6.3 A part-time employee who is assigned by the District to work a minimum of 30 minutes per day in excess of his/her regular assignment for a period of 20 consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the period of such assignment.

6.4 Meal and Rest Breaks

6.4.1 A non-compensated meal period of 30 or 60 minutes shall be provided to all employees who render service of at least six consecutive hours. The length of the meal period shall be determined by the site supervisor. The site supervisor shall assign the meal period to be taken as soon after the conclusion of four hours of service as possible.

6.4.2 A 15-minute compensated rest period shall be provided to employees for each four-hour period of service. This rest period shall be taken at the direction of the site supervisor at or near the mid-point of each four-hour period of service. If an employee works more than four hours and is not entitled to a meal period, the employee will receive a second 15-minute rest period.

6.4.3 Upon request of an employee, rest periods of a total of 30 minutes on evening or special work shifts may be scheduled. Such scheduling shall be made at the mutual convenience of the employee and the site supervisor.

6.5 Overtime/Extra Duty

6.5.1 Overtime compensation shall be provided employees who are directed by their supervisor to work in excess of eight hours in any one day, or in excess of 40 hours in any work week.

6.5.2 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence, including serving on the negotiations team, shall be considered as time worked by the employee. All time during which an employee is directed and authorized by the site supervisor to be on duty and to perform service shall also be considered as time worked.

6.5.3 Employees with a work week of five consecutive work days averaging four hours or more per day shall receive overtime compensation for work directed and authorized by the immediate site supervisor to be performed on the sixth and seventh day following the commencement of the work week.

6.5.4 Employees whose average work day is less than four hours shall receive overtime compensation for work directed and authorized by the site supervisor to be performed on the seventh day following the commencement of the work week.

6.5.5 Upon request of the employee, the District may grant compensatory time equal to time and one-half of the employee's regular rate of pay or shall receive compensatory time off at time and one-half of the employee's regular rate of pay. Employees authorized by the District to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off, as approved by the District, within three calendar months following the month the overtime service was rendered. If the employee is unable to take the time, or if the District rejects the employee's request for compensatory time, the employee shall be compensated in the form of pay as set forth herein. All compensatory time shall be documented on employee's time sheet.

(Board Approved 4/7/2009)

6.5.6 The intent of the parties is to provide total compensation or compensatory time off at one and one-half times the regular rate of pay and to avoid "pyramiding" of overtime worked.

6.5.7 Scheduled overtime/extra duty which falls on the 6th or 7th day of work shall be for two (2) hours of guaranteed work.

6.5.8 Shift Differential

A full-time employee whose assigned work shift commences between 2:30 p.m. and 4:00 a.m. shall receive a shift differential in the form of an assigned shift of seven and one-half hours, for which he/she shall be paid eight hours at the regular rate of pay.

6.5.9 Full-time employees called in or called back to work by the site supervisor on a work day beyond the normal working hours, or a day not scheduled to be worked, shall receive at least two hours of pay at the overtime rate, as specified above. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal workday. On the sixth and seventh days of work, the minimum call-in time is four hours paid at the overtime rate. The called-in employee must clock in, perform needed function, do a facilities security check and inspection, and clock out at completion.

6.5.10 Each work site will offer the opportunity for overtime/extra duty on a rotational basis for purposes of equitable distribution among the eligible employees at the work site. The rotation shall begin by offering the opportunity in the order of greatest seniority within classification at each work site. If an employee declines overtime/extra duty, then that employee shall not again be offered overtime/extra duty until the completion of the rotation at the work site. Thompson Field shall be considered a work site at Shasta High School. The District has the right to assign overtime/extra duty; however, such involuntary assignment shall consist of a rotation in the reverse order of seniority within classification.

6.6 Four-Day Work Week

6.6.1 The following applies if the District elects to assign employees during the summer recess to a four-day work week consisting of 10 hours per day:

a) When a four-day work week is established, the overtime rate shall be paid for all hours worked in excess of the required work day, which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

An employee working an average work day of five hours or less during the work week shall, for any work required to be performed on the sixth or seventh day following the commencement of his work week, be compensated for at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

- b) Employees who use vacation or sick leave on one of the 10-hour work days will have 10 hours, or 1.25 days, deducted for each full day of leave taken. Five hours, or .625 days will be deducted for each half day of leave taken.
- c) Work week assignments shall consist of four consecutive days.
- d) The Fourth of July will be a full 10-hour holiday.
- e) Part-time employees who are assigned to work during the period will not receive a reduction in hours per week. Any resulting increase in hours per day, however, will not increase the employees' basic assignment for calculation of fringe benefit proration.
- f) Rest periods shall be 20 minutes each.

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a 15-calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the Board for a period of more than five (5) working days provided that his or her salary is adjusted upward for the entire period he or she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his or her normal assigned duties. If an employee is assigned to work in a lower classification, the employee shall be paid his or her regular rate of pay.

Article 7

BUS DRIVER PROVISIONS

7.1 Joint Committee

A joint committee, composed of three employees appointed by the Association and up to three management employees appointed by the District, may meet at least once each month of the regular school year in order to discuss matters of mutual concern regarding bus driver terms and conditions and regarding the implementation and application of the Transportation Handbook for School Bus Drivers. The committee may submit to the District written request that a particular management employee attend a meeting. The District shall arrange to make the management employee available whenever possible. The monthly meeting may be canceled if the parties mutually agree that there are no subjects to discuss. This committee shall not be empowered to change the terms and conditions of this Agreement.

*Sections 7.3 and 7.5 are suspended for the period from 7/1/05 through 6/30/09. Additionally the Memorandum of Understanding dated 6/20/03 shall be suspended from 7/1/05 through 6/30/09. This means that the "Rule of 18" will not be in effect. (Board Approved 7/12/05)

7.2 Special Event Trip Assignments

A special event trip is defined as any pupil transportation other than between home and school, the school and the District Farm, the school and ROP class locations or any other regularly scheduled student class site. In addition, the trip must terminate after 6:30 p.m. the day the trip begins. However, any trip on a Saturday, Sunday or school holiday shall be considered a special event trip.

7.2.1 Driver pay for special event trips shall be at the individual's rate, except that overtime shall be paid in accord with Sections 6.5.1 through 6.5.7 of this agreement.

7.2.2 Drivers shall be paid for time that they are required to stand by ready and be immediately available to transport students and when the driver must stay with the bus during school-related events.

7.2.3 Drivers assigned to a trip that leaves on a Friday and returns on Sunday are guaranteed a minimum of eight hours pay for Saturday, at the appropriate rate.

7.2.4 The Transportation Supervisor is responsible to maintain and implement a District rotation list for the assignment of drivers to special event trips. The purpose of the rotation list is to provide an equal distribution among employees for the opportunity for special event trips. However, drivers that are assigned to routes with buses that are parked at a site other than the District bus garage shall not participate in special event trip assignments on days that school is in session. Drivers that are denied a special event trip for that reason shall be placed on a second rotation list and employees on that list will be given the first opportunity for Saturday, Sunday or holiday trips. Once a driver participates on one such trip, that driver shall be dropped from the supplementary list and shall participate in special event trips only by means of the District rotation list, except if that employee is again denied a trip for the same reason, that driver shall again be placed on the supplementary list.

7.2.5 The rotation shall begin by offering the opportunity in the order of greatest seniority. If the employee declines the trip, then that employee shall not again be offered a special event trip until the completion of the rotation. However, if the driver is unable to take the trip because the trip is canceled, or the driver is on a paid leave, that driver's name shall not be moved to the bottom of the list and shall be considered again at the time of the next special trip.

- 7.2.6 The District has the right to assign drivers to special event trips; however, such involuntary assignment shall consist of a rotation in the reverse order of seniority.
- 7.2.7 The Transportation Supervisor shall have the authority to assign an experienced driver to a trip if, in the supervisor's judgment, the trip is difficult and the next driver on the rotation list lacks the necessary experience. The experienced driver selected in preference shall be moved to the bottom of the list after the trip. The inexperienced driver shall stay at the top of the list and be next in line for the next special event trip.
- *7.3 Assignment of Drivers to Additional Hours on a Regular Basis
 - *7.3.1 Assignment of Drivers to Additional Hours on a Regular Basis
 - 7.3.1.1 The additional hours available for assignment shall be posted on the employee bulletin board at the District Bus Shop.
 - *7.3.2 The assignment shall be given to the most senior permanent driver who applies, provided:
 - a) The driver has not received an unsatisfactory evaluation within the past 12 months;
 - b) the new total assignment for the driver does not exceed eight hours per day or 40 hours in a week; or
 - c) The new assignment does not conflict with the driver's primary assignment for home-to-school transportation.
- 7.4 Assignment of Extra Duty Trips During the Regular School Day
 - 7.4.1 The Transportation Supervisor will maintain an informal rotation list of drivers who work less than eight hours per day.
 - 7.4.2 The list will rotate from most senior to least senior.
 - 7.4.3 As a guiding principle, assignments should not be given to any regular driver if the combination of regular assignment and extra duty trip exceeds a total of eight hours in the day, except in circumstances where the supervisor assigns trips in order to maintain all drivers at the same average.
 - 7.4.4 Extra duty trip assignments shall not interfere with the driver's regular assignment.
 - 7.4.5 Drivers will not be scheduled for an extra duty trip and a special event trip on the same day, if the hours worked will exceed the legal limits established in the California Administrative Code.
 - 7.4.6 Relief drivers may be used if regular drivers do not volunteer for the work according to this article.
- *7.5 Special Event Trips

For any special event trip, the following provisions shall apply:

 - *7.5.1 Any trip which is sponsored by a music department or which includes a destination which is beyond Jacksonville, Oregon to the north; Reno, Nevada to the east; Stockton, California to the south; and Eureka, California to the west may be contracted out by the District (including, but not limited to, parents and other volunteers) at its discretion.

- *7.5.2 Except as provided in section 7.5.3 and 7.5.4, any trip which does not fall within section 7.5.1 shall be made by using District equipment and bargaining unit drivers or substitutes except in the event of an emergency as determined by the District.
- *7.5.3 Notwithstanding any other provision of this Agreement, any trip in which the farthest destination is within the local Redding area, may be contracted out by the District (including, but not limited to, parents and other volunteers) at its discretion. The boundaries of the local Redding shall be defined as Shasta Lake City to the north, Cottonwood to the south, Palo Cedro to the east, and Old Shasta to the west.
- *7.5.4 Notwithstanding any other provision of this Agreement, in the event that the Transportation Supervisor or designee determines that sufficient bargaining unit drivers and/or District equipment are not available, any trip otherwise covered by section 7.5.2 may be contracted out by the District (including, but not limited to, parents and other volunteers) at its discretion.

*Sections 7.6 through 7.9 shall be in effect from 7/1/05 through 6/30/09.

- 7.6 The Director of Transportation shall collect, organize and provide the Association with the following information:
 - 7.6.1 The number of special events trips assigned for each school year.
 - 7.6.2 The number of special event trips assigned to District bus drivers for each school year.
 - 7.6.3 The total driver hours for all special event trips for each school year.
 - 7.6.4 The information in sections 7.6.1 through 7.6.3 shall be presented to the Association annually on or before August 1, 2006, August 1, 2007, August 1, 2008 and August 1, 2009.
- 7.7 The Association and the District shall continue the Annual Review Committee which shall meet a reasonable number of times to review the above-referenced information.
 - 7.7.1 The 2002/2003, 2003/2004, and 2004/2005 school years shall be used as the benchmark for comparing the impact on Association members, if any, of contracting out special events trips during the school years beginning July 1, 2005 and ending June 30, 2009.
 - 7.7.2 The benchmark has been calculated by taking the amount of dollars paid to each driver for each special event trip during the period from 2002/2003 through 2004/2005, adding these amounts together and dividing this amount by the number of special events trips for the period. This is the baseline benchmark and is \$138.71.

7.7.2.1 The calculation for the baseline benchmark is as follows:

SUHSD						
CSEA						
Negotiations						
Average Time Card Pay per Special Event Trip						
June 15, 2005						
Establish Benchmark	Base	Year				
						Average Amount
					# of Special	per Special
			Time Card Pay	Event Trips		Event Trip
02/03			\$ 12,083	91		\$ 132.78
03/04			14,106	99		142.48
04/05			13,620	97		140.41
Total			\$ 39,809	287		\$ 138.71
Average			\$ 13,270	96		\$ 138.71

7.7.3 The same calculation shall be made for the years from 2005/2006 through 2008/2009. The resulting number shall be the comparison benchmark. Should the comparison benchmark be less than \$136.21, it is agreed that the members will have suffered an adverse impact.

7.7.3.1 In order to provide for consistent dollars, the salary schedule found in Appendix A shall be used for each series of calculations.

7.7.3.2 Should one of the current bus drivers leave the district and be replaced, for purposes of this calculation only, his numbers shall be at the same step of the salary schedule as the member whom he replaced.

7.7.3.3 Should there be an expansion of the number of drivers, each new driver's numbers, for purposes of this calculation only, shall be based upon the salary schedule found in Appendix A, using the step upon which he entered the District's employment.

7.8 The Annual Review Committee shall be comprised of the following members:

7.8.1 Association Chapter President

7.8.2 Association Transportation Representative

7.8.3 Association Transportation Negotiations Representative

7.8.4 Association Labor Relations Representative

7.8.5 District Chief Business Official

7.8.6 District Associate Superintendent, Instructional Services

7.8.7 District Associate Superintendent, Human Resources

7.8.8 District Director of Transportation

7.9 If on June 30, 2009 the comparison benchmark number is less than \$136.21, sections 7.3 through 7.5 of this Agreement shall again be effective and sections 7.6 through 7.9 shall become ineffective. Further the Memorandum of Understanding dated 6/20/03 shall again become effective. This means that the "Rule of 18" will again be in effect. If on June 30, 2009 the comparison benchmark shows no adverse impact, sections 7.3, 7.5, 7.7 and the Memorandum of Understanding dated 6/20/03 of this Agreement shall be permanently eliminated.
(Board Approved 7/12/2005)

Article 8

HOLIDAYS

8.1 The following shall be the holiday schedule for employees:

July 4	Independence Day
First Monday in September	Labor Day
A day in lieu of Admissions Day will be mutually designated each year. Typically the Wednesday before Thanksgiving	Admissions Day
November 11	Veterans Day
Last Thursday and Friday in November	Thanksgiving Holiday
December 25 and workday preceding	Winter Holiday
January 1	New Years Day
Third Monday in January	Martin Luther King Day (determined in year with adoption of school calendar)
February 12 (Typically adjusted to the second Monday of February)	Lincoln's Day
Third Monday in February	Washington's Day
A day of School Spring Recess will be designated each year	Spring Holiday
Last Monday in May (Board Approved 9/11/2007)	Memorial Day

8.2 To be entitled to any of the above paid holidays, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the school holidays of December 24, 25 and January 1, shall be paid for these three holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

8.3 If a day other than September 9 (Admissions Day) is designated as a holiday, an employee will be entitled to an alternative paid holiday, provided the employee was in paid status during any portion of the working day preceding or succeeding the scheduled "in lieu of" holiday.

8.4 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.

8.5 If an employee has a workweek other than Monday through Friday, and, as a result, the employee loses a holiday to which he or she would otherwise be entitled, the District will provide a substitute holiday or compensation in the amount to which the employee would have been entitled.

Article 9

VACATIONS

9.1 Paid vacation leave shall accrue for full-time twelve-month employees at the following rates:

Years of District Service	Work Days of Vacation
1-3	10
4-10	15
11 or more	20

9.2 Vacation leave shall be prorated for employees employed less than full-time for 12 months on a proportionate basis based upon the number of hours the part-time employee is paid in comparison with a full-time 12-month employee.

9.3 Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation.

9.4 A holiday falling within a vacation period shall not constitute a vacation day.

9.5 For 12-month employees, accrued vacation may be taken at any time during the year, after consultation with the employee at the site and upon the approval of the site supervisor. If the employee does not utilize the full accrued vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District. In no event shall vacation accumulation exceed the amount earned during a two school year period.

9.6 An employee who commences a prescribed vacation period and subsequently becomes seriously ill or is bereaved before the vacation period has been completed, shall be placed on sick leave or bereavement leave under the following conditions:

9.6.1 The employee otherwise qualified for such leave as provided by this agreement; and

9.6.2 The employee, if physically capable, returns to duty immediately following the vacation period; and

9.6.3 The request for leave is filed with the immediate site supervisor within two weeks of the illness or bereavement or within one week of return to duty.

When the employee's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance, and a reasonable opportunity to utilize this vacation credit shall be provided for in order to avoid loss of vacation credit.

Article 10

LEAVES

10.1 Sick Leave

- 10.1.1 Employees employed five days a week shall be entitled to 12 days leave of absence for illness or injury with full pay for a fiscal year of service. Employees employed for less than five days a week and/or less than a full fiscal year, are entitled to sick leave as follows:
- a) An employee employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of 12 days leave of absence for illness or injury as the number he/she is employed bears to 12.
 - b) An employee employed less than five days a week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 10.1.2 Credit for leave need not be accrued prior to taking such leave. However, a newly employed employee shall not be eligible to take more than six days or the proportionate amount to which entitled until after completion of six months of active District service.
- 10.1.3 Employees may accumulate unused sick leave without limitation.
- 10.1.4 All employees shall provide the District with a verification of illness following any absence exceeding three consecutive work days. However, the District may require a doctor's verification following any absence due to illness or injury as a condition of payment of sick leave hereunder.
- 10.1.5 Employees shall notify their immediate site supervisor or his/her designate in advance of taking any sick leave.
- 10.1.6 Employees returning to work from sick leave after surgery or serious illness, upon the request of the District, must provide a doctor's release certifying medical permission to return to work.
- 10.1.7 When an employee's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 10.1.8 When an employee is absent from duties on account of illness or accident for a period of five months or less, the amount deducted from the salary due the employee for any month in which the absence occurs, shall not exceed the sum actually paid a substitute employee employed to fill the position during the absence.
- 10.1.9 Employees absent from duties for less than one whole work day shall have their accumulated sick leave reduction prorated on the basis of one hour, or major fraction thereof.

10.1.10 Unit members who work less than six (6) hours are ineligible for the following leave; Unit members will not be charged sick leave for employee medical, dental and vision appointments of two (2) hours or less which cannot be scheduled outside the work day as follows: seven (7) appointments per year for each 12-month unit members, six (6) appointments per year for 11-month unit members, five (5) appointments per year for 10-month unit members. Unit members shall notify their supervisor in advance of such appointments, and if additional appointments are needed, prior written approval must be obtained. However, the District and the Association understand that the District has the right to require written verification that appointment times outside the workday are not available to the employee. The purpose of this verification is to minimize the loss of work time with pay and without sick leave deduction.
(Board approved 9/14/2004, Board Approved 4/7/2009)

10.2 Bereavement Leave

10.2.1 Every employee shall be entitled to up to five days leave of absence because of the death of any member of the employee's immediate family, with no deduction from the salary of the employee. An employee shall be entitled to a maximum of one day leave of absence without loss of salary for attendance at the funeral of a close personal friend.

10.2.2 "Member of the immediate family" shall here mean: mother, father, mother-in-law, father-in-law, wife, husband, domestic partner, son, daughter, brother, sister of the employee; grandparents of the employee and spouse; the son-in-law or daughter-in-law of the employee; or any relative in the immediate household of the employee.

10.2.3 At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted for a period longer than five days or because of the death of some other person than covered in the foregoing definition. Written request shall be made by the employee to the District Superintendent.

10.3 Jury Duty

10.3.1 An employee is entitled to a leave to serve jury duty. An employee shall receive his or her regular pay, but shall reimburse the District for any amount received for jury fees, exclusive of allowed mileage, parking, or meal expense reimbursement.

10.3.2 An employee who serves a full day of jury duty (six hours or more) is not required to report to work on that day (or evening, in the case of evening shift employees). If an employee serves less than a full day of jury duty (less than six hours), the employee shall report to work for an amount of time equal to the balance of the shift. Unless it is impractical to do so, an employee is expected to report to work prior to jury duty.

10.4 Industrial Accident

10.4.1 Employees who have completed 12 months of continuous active District service shall be eligible for leave of absence because of industrial accident or illness which the District's industrial accident insurance carrier considers a valid claim. Allowable leaves shall be for not more than 60 service days in any one fiscal year for the same accident and shall commence the first day of absence.

10.4.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps 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.

10.4.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the Labor Code, will result in payment to them of not more than their full salaries.

- 10.4.4 Leave of absence applied for under this provision shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- 10.4.5 Industrial Illness and Accident Leave is to be used in lieu of sick leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her accumulated sick leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than his/her full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 10.4.6 Unless travel outside of California is authorized by the Governing Board, employees receiving benefits under the policy during the period of illness or injury shall remain in the State of California.
- 10.4.7 The District may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work.
- 10.4.8 The District will attempt to notify those affected by the provision of 10.4.5 within 30 days of the benefit being exhausted.

10.5 Personal Necessity Leave

- 10.5.1 Employees may use a maximum of eight days at their election of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:
- a) Death of a member of the immediate family when additional leave is required beyond that provided under Bereavement Leave.
 - b) Accident involving the person or property of the employee, or the person or property of a member of the immediate family.
 - 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) Any other reasons as approved by the District.
- 10.5.2 "Member of the immediate family" shall be as defined in the Bereavement Leave provision of this agreement.
- 10.5.3 The employee must follow District procedures for absence request and reporting.

10.6 Pregnancy Disability Leave

Any employee may utilize the accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician; provided that such verification clearly demonstrates to the District that such leave is for disability and is not just for purposes of child care or any purposes other than pregnancy-related disability. Such pregnancy-disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.

10.7 Child Care Leave

Employees may be granted parental child care leave for the purpose of preparing for and the caring of newly born or newly adopted child. Up to three months of leave, without pay or benefits of any kind, may be granted upon request, to an employee to prepare and care for a newly born or newly adopted child; provided that such leave request is made at least 15 work days prior to the requested beginning date, and provided further that such commencement date coincides with the best interests of the District. The employee may purchase health benefits under sections 14.2.2 through 14.2.4 at his/her own expense during the period of leave.

10.8 Other Leave Without Pay

10.8.1 Unpaid leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this agreement. Leaves up to 10 working days may be approved by the Superintendent. Requests for leaves of greater than 10 working days may be approved by the Governing Board.

10.8.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the District Office.

10.8.3 One full day's pay shall be deducted from the employee's salary and benefits for each day of leave taken.

10.8.4 The employee may purchase health benefits under sections 14.2.2 through 14.2.4 at his/her own expense during the period of leave.

10.9 Personal Leave

10.9.1 Employees are entitled to a personal leave of absence when their request is not covered by any other leave policy.

10.9.2 The following regulations govern personal leaves:

10.9.2.1 The primary responsibility of the employee is to the job assignment.

10.9.2.2 The leave is intended to provide employees with an opportunity to attend to compelling obligations which cannot be met outside of normal working hours. Personal leave does not include activities involving recreation, compensation, training for employment other than with the District, except where the Superintendent specifically approves leave for job-related instruction.

10.9.2.3 Leave is deducted from sick leave or is unpaid if sick leave is exhausted.

10.9.2.4 Leave is limited to two (2) days per year.

10.9.2.5 Leave is limited to five (5) employees per day per school.

10.9.2.6 Prior day notice is required except in emergency situations.

10.9.2.7 Leave is not cumulative from year to year.

10.9.2.8 The site supervisor may request substantiation from the employee if additional information is required.

10.9.3 The employee may purchase health benefits under sections 14.2.2 through 14.2.4 at his/her own expense during the period of leave.

10.10 Leave for Family Care

10.10.1 Family and Medical Leave Act

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). This is outlined in the District Personnel Handbook for Classified Employees. (Article 11)

10.10.1.1 FMLA leave and CFRA leave may be used to cover birth of a child, adoption, foster care, and serious medical condition of a parent, child, spouse or unit member.

10.10.1.2 FMLA leave shall run concurrently with all other leaves. CFRA leave shall run concurrently with all other leaves except pregnancy disability leave. If the unit member is disabled due to pregnancy, CFRA leave shall commence at the end of disability period.

10.10.1.3 The term of FMLA and CFRA leaves is up to 12 weeks within a 12 month period.

10.10.2 In any calendar year commencing 2000, a unit member may use his/her accrued and available sick leave, up to an amount that would be accrued during six (6) months' employment at the unit member's then current rate of entitlement, to attend to an illness of a child, parent or spouse of the unit member. All conditions and restrictions applicable to the use by a unit member of sick leave shall apply to the use by the unit member of sick leave to attend to an illness of his/her child, parent, or spouse.

10.10.3 Any sick leave described above shall be applied as personal necessity leave and taken from the unit member's personal necessity leave balance, if any. To the extent that the unit member's personal necessity has already been used for purposes other than to attend to an illness of a unit member's child, parent, or spouse, accrued sick leave may be used up to the amount described herein after any remaining available personal necessity leave has been used.

10.10.4 The entitlement described herein does not extend the maximum period of leave to which a unit member is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2606 et seq.), regardless of whether the unit member receives sick leave compensation during that leave.
(Board Approved 9/14/2004)

10.11 Catastrophic Leave

10.11.1 Members may use Catastrophic Leave pursuant to the following provisions:

10.11.1.1 Catastrophic Leave shall begin only after all accumulated sick leave (with the exception of Differential Paid Sick Leave) pursuant to Article 10 as well as all other paid leaves have been exhausted.

10.11.1.2 Maximum Catastrophic Leave shall not exceed six (6) consecutive months or the maximum number of hours, donated pursuant to this section, whichever is less.

10.11.1.3 Any leave granted under this Article may not extend into the employee's final work week of the year unless approved by the Association and the District.

- 10.11.2 To request Catastrophic Leave, the unit member or designee shall submit the appropriate form to the Association President, along with verification of a physician that supports the request.
- 10.11.2.1 To qualify for such leave, the unit member will have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all Sick Leave and other paid leaves (as defined in Article 10).
- 10.11.2.2 A "member of the employee's family" shall be limited to the spouse, domestic partner, child, parent or an individual over which the unit member has legal guardianship.
- 10.11.3 As soon as practicable, the Association Executive Board shall meet and consider the request for Catastrophic Leave.
- 10.11.3.1 If the request is denied, the Association President shall notify in writing the unit member or designee.
- 10.11.3.2 If the request is approved by the Association, the Association shall solicit unit members on the appropriate District form to authorize donation of Sick Leave hours pursuant to this Article. Completed forms shall be returned to the Association President.
- 10.11.3.3 A qualified unit member must have a minimum number of hours of Sick Leave equivalent to the hours the unit member works in thirty (30) work days to be a qualified donor and must maintain as a minimum the number of hours of Sick Leave equivalent to the hours the unit member works in twenty (20) work days.
- 10.11.3.4 Donated Sick Leave hours may be utilized in increments of at least four hours. If the hours of donated Sick Leave are not used, those hours will be retained by the donor.
- 10.11.4 If a unit member exhausts his/her donated Sick Leave from the Catastrophic Illness Leave Pool, the unit member or designee may request additional Catastrophic Illness Leave pursuant to this Article. However, in no event shall the unit member be eligible to use more than six (6) consecutive calendar months of Catastrophic Illness Leave.
- 10.11.4.1 The Association shall provide the District with the documentation needed to manage the Program.
- 10.11.5 The Association agrees that it will not file, on its own behalf or on behalf of any Unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated Sick Leave used by another unit member pursuant to this Article. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this Article.
- 10.11.5.1 The Association agrees to indemnify and hold the District harmless from any loss or damage arising from the implementation of this Article.

10.11.5.2 In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this Article, the District may terminate this Article upon written notice to the Association.
(Board approved 9/14/2004)

Article 11

HIRING, PROMOTIONS AND TRANSFERS

11.1 Posting and Filling of Vacancies

- 11.1.1 All vacancies within the unit will be posted within each major work location in the District for ten (10) work days. The notices will contain a description of the position and a deadline for the application. Such postings shall be done as soon as the District determines that the position needs to be continued, but no later than thirty (30) calendar days from the date of vacancy. All applications for voluntary transfers pursuant to 11.2.2 herein shall be considered for the posted vacancy if the vacant position is the same position on the transfer application. If the District determines that the position should not be continued or that it remain as an unfilled position, then the District will provide the Association with a written explanation as to why the position will remain unfilled or discontinued. This explanation must be submitted no later than thirty (30) calendar days from the date of vacancy.
- 11.1.2 The positions will be filled according to the revised District policy concerning promotions and hiring existing at the time of signing this agreement. If applicants are judged equally qualified by that process, then the selection shall be based on seniority within the District.
- 11.1.3 All applicants who are District employees shall be entitled to be tested and to be interviewed, as long as the applicant meets the minimum requirements for the position, and as long as the District will not be required to test and interview more than eight (8) District applicants for the position vacancy.
- 11.1.4 An employee who has been promoted shall have a six-month probationary period. The employee will be evaluated at two (2) and five (5) months. The employee may choose to return to any vacancy in his or her previous classification or a lower classification for which the employee is qualified during the six-month probationary period. Additionally, the employee who does not meet the six-month probationary period shall have a six-month right of re-hire after termination of the promotional period to any vacancy in his or her previous classification or a lower classification for which the employee is qualified.
- 11.1.5 The probationary period for new hires shall be nine months. Time on a leave of absence shall not count toward the probationary period. (Board Approved 4/7/2009)

11.2 Transfers

- 11.2.1 A "transfer" is defined as a change of job location within classification.
- 11.2.2 Involuntary transfers shall be initiated by the Superintendent and shall be based on the needs and best interest of the District. The District shall provide the employee with five (5) working days written notice on involuntary transfers. (Board approved 9/14/2004)
- 11.2.3 Employees may, at any time, submit to the District Office a written request for transfer within their current class to another work location or division within the District. Such requests for transfer shall be on the appropriate District form. The District Office shall maintain a transfer file of all such requests received. The application will remain valid only until December 31 for the calendar year in which the application was made.
- 11.2.4 If two or more applicants are found by the District to be equally qualified, then the applicant with the greatest seniority within the District classified service shall be appointed to the position. If the most senior person is denied the transfer, the supervisor will meet with the employee to explain the reasons for the denial, and, if requested, will explain in writing the reasons for the denial.

11.3 Voluntary Demotions

An employee may apply for a lower paying position. If the vacant position is one in which the employee has held permanency, and the individual can demonstrate proficiency in the skills required for the vacant position, then the procedures and standards for a voluntary transfer shall apply pursuant to Section 11.2 above. Otherwise, the individual employee shall be considered as an applicant under the posting and filling of vacancies, Section 11.1 above.

Article 12

GRIEVANCE PROCEDURE

- 12.1 Nothing within this procedure shall be construed to limit the right of an employee to informally discuss any employment problem with the immediate site supervisor or designated management person.
- 12.2 Upon request of the Grievant, the District or the Association, a meeting will be held in an attempt to resolve the grievance.
- 12.3 Definitions
- 12.3.1 A "grievance" is an allegation by an employee regarding a violation or misapplication of the specific provisions of this agreement when such application or violation has adversely affected the employee. Actions to challenge or change the policies, regulations or other matters outside this agreement are not within the scope of this procedure, and review must be taken under separate processes. A "day" is a day in which the central administrative office of the District is open for business. The "immediate site supervisor" is the lowest level management or supervisory person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.
- 12.3.2 A "grievant" is an employee directly affected by an alleged violation, misinterpretation, or misapplication of this agreement, or is the Association provided that when filing a grievance the Association specifies an individual employee who is directly affected by the alleged violation, misinterpretation, or misapplication of the specific provisions of this agreement.
- 12.4 General Provisions
- 12.4.1 Timelines may be extended by mutual written agreement.
- 12.4.2 Until disposition of the grievance, the management action which forms the basis for the grievance shall remain the status quo.
- 12.4.3 All grievance documents shall be kept by the District in a separate file.
- 12.4.4 No party to a grievance shall make any unlawful reprisals against the other party.
- 12.4.5 Failure of the grievant to adhere to the timelines shall mean the grievant is satisfied with the previous decision.
- 12.4.6 If the District fails to respond within the timelines, the grievance may be appealed to the next level.
- 12.4.7 Any employee may present a grievance at any time to the District and have such grievance adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 12.4.8 The grievant may be represented at any level of this procedure by a representative of the Association.
- 12.4.9 The grievant and/or the Association representative shall be given reasonable released time for processing of a grievance with no loss of pay.

12.5 Procedure

12.5.1 Level I

Within 20 days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate site supervisor. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the agreement involved, and the specific remedy sought. A conference shall be held with the site supervisor to discuss the grievance. Should a satisfactory solution be reached, the grievance shall be dismissed. If not, the supervisor shall communicate a written decision within ten days of the conference.

12.5.2 Level II

If the grievant is not satisfied with the decision at Level I, within ten days after receipt of the Level I response, the grievant may appeal the decision on the appropriate form to the next level of management as designated by the District to review Level II grievances. Such management person shall communicate a written decision within ten days after receipt of the appeal.

12.5.3 Level III

If the grievant is not satisfied with the decision at Level II, within ten days after receipt of the Level II response, the grievant may appeal the decision on the appropriate form to the Superintendent or designee. The Superintendent or designee shall communicate in writing a decision within 10 days after receipt of the appeal.

12.5.4 Level IV

12.5.4.1 If the grievant is not satisfied with the decision at Level III, the Association, on behalf of the grievant, may, within ten days after the Level III response, request on the appropriate form that the grievance be submitted to arbitration.

12.5.4.2 The arbitrator shall be selected by mutual agreement. If no agreement can be reached within ten days of the notice, the parties shall request of the State Conciliation Service a list of five names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

12.5.4.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing and after both parties have been given the opportunity to make written arguments, the arbitrator shall prepare a written report for submission to the parties, stating the issues submitted, the facts presented, and the findings derived therefrom. The findings of the arbitrator shall be binding on both parties.

12.5.4.4 The finding shall be limited to the specific issue or issues submitted pursuant to Article 12.5.4.3.

12.5.4.5 The arbitrator will have no power to add to, subtract from, or modify the terms of the agreement or the written policies, rules, regulations, and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

No finding of the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the 20-day period specified in Level I. The arbitrator shall have no power to render a finding on any grievance occurring before or after the term of this agreement.

12.5.4.6 The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

12.5.4.7 If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator. The fees and expenses of the separate arbitrator deciding the issue or arbitrability shall be borne by the party which raised the question of arbitrability.

Article 13

SAFETY

- 13.1 The District shall provide a safe working environment for all employees. All employees will cooperate in maintaining such an environment.
- 13.2 Employees will report in writing unsafe conditions to the appropriate management employee.
- 13.3 Employees shall immediately report any accident in which a potential injury exists.
- 13.4 Safety equipment which is required by the District shall be provided at District expense. Employees will utilize such equipment and shall follow safe operating procedures.
- 13.5 A District Safety Committee shall be formed, composed of an equal number of representatives selected by the District and employees selected by the Association. A list of all members and meeting dates shall be posted at each work site. The District Safety Committee shall meet at least three (3) times each school year at the call of either the Association or District chair. The Committee shall have the following responsibilities:
 - 13.5.1 Review all reports of on-the-job accidents of employees.
 - 13.5.2 Conduct safety inspections of District facilities where employees work.
 - 13.5.3 Recommend to the Superintendent or designee programs of inservice safety training, safety rules and regulations, and improvements in District safety conditions of employment. Employees who serve on the Safety Committee shall receive release time as authorized by the District.
 - 13.5.4 The Safety Committee shall develop any necessary forms.

Article 14

COMPENSATION

14.1 Salary

14.1.1 Employees will be paid according to the salary schedule attached as Appendix B.

14.1.2 Longevity increments of five percent (5%) will be provided at the completion of 6 years, 10 years, and 15 years, and seven and one half percent (7.5%) at the completion of 20 years and 25 years.

14.2 Fringe Benefits

14.2.1 Employees shall participate in the California Valued Trust pursuant to the Trust document and the participation agreement with the Trust. Upon signing the participation agreement, both parties waive the right to bargain any modification in medical benefits for the duration of this agreement. The Trustees of the Trust will assume the sole responsibility for providing benefits and shall have the authority to modify the benefits. The District's obligation to provide benefits will cease upon initiation of the monthly payments to the Trust Fund. Thereafter the District's sole responsibility shall be the payments as listed below.

14.2.1.1 The District will establish an IRS Section 125 Plan for purposes of health and welfare deductible payments and employee contributions. The cost of the separate administration of the plan will be borne by the participants. This provision is contingent upon the County Office's ability to process any Section 125 payroll deduction.

14.2.2 Contributions

14.2.2.1 2003-2004 Benefit Year

14.2.2.1.1 Effective 10/1/03, for the 10/1/03 to 9/30/04 benefit year (hereafter "2003-2004 benefit year"), the District shall contribute an Annualized Amount of up to \$7,333 [\$6,833 prior base + \$500 new ongoing money] to the Trust for dental, vision, and medical coverage (hereafter "medical benefit coverage") for each full-time employee. Such payments shall be made to the Trust on a monthly basis.

14.2.2.1.2 For the 2003-2004 benefit year only, the District shall advance an additional \$500 to this amount of at least \$7,833. Thus, for the 2003-2004 benefit year the total District contribution and advance for each full time unit member will be at least \$7,833 [\$7,333 base + \$500 for 2003-2004 only].

For each day of sick leave used during the school year by the unit member, the unit member shall have caused a portion of the advance to be made payable to the District. The amount payable to the District will be the equivalent of the normal hours worked or portion thereof multiplied times the pay rate on the first step of the employee's pay range, not to exceed \$100. There shall be reconciliation between each unit member and the District the month after the sick leave absence. This amount payable will not exceed \$500 in a benefit year.

14.2.2.2 2004-2005 Benefit Year

14.2.2.2.1 For the 10/1/04 to 9/30/05 benefit year only (hereafter 2004-2005 benefit year), the District shall contribute an Annualized Amount of up to \$7,735.47 for each full-time employee. Of this amount, the District shall contribute \$7,627.47 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) coverage and \$108 to Provident for Life Insurance coverage for each full-time employee. Life insurance coverage is only provided to employees whose regular work day is four hours or more.

The \$7,735.47 final adjusted base includes a 2.41% COLA increase on the medical portion of the cap, plus 100% of the premium increase for dental and vision coverage. In all future years this final adjusted based for 2004-2005 will be the Annualized Amount for unit member medical, dental, vision, EAP and Life insurance coverage.

For each month of sick leave not used, the District shall add an additional contribution of \$42.67 for a twelve month employee, \$46.55 for an eleven month employee and \$51.20 for a ten month employee to the medical insurance premium up to a maximum of \$512 (the 2003-2004 advance of \$500 plus the 04/05 COLA of 2.41%) in the next available paycheck. Charges to sick leave include illness, personal leave and personal necessity leave. This is called a Stay Well Plan.

Example, a twelve month employee has no charges against their sick leave balance during the month of October. On the November paycheck, the District shall make a \$42.67 Stay Well contribution towards the health and welfare benefits.

Example, in October an eleven month employee is absent from work for a reason that is charged against their sick leave, They are not eligible to receive a \$46.55 Stay Well contribution towards their health and welfare contribution from the District in their November paycheck.

Example, a ten month employee is not absent for the first nine months of the benefit year (remember, the benefit year runs October 1 through September 30). During the month of September the employee is ill five days. Since the employee has received nine Stay Well contributions but then was ill five days, the District will recapture five previously made Stay Well contributions over the next five months.

Example, the same employee above leaves the District September 30 owing the five Stay Well contributions. The District will deduct the five Stay Well contributions from the employee's final paycheck.

Example, a twelve month employee is ill four hours in November and four hours in January. Contributions or non-contributions will be based on the length in hours of the employee's regular work day. In the month of December and January the employee will receive the Stay Well contribution of \$42.67. In the month of February, no Stay Well contribution will be made.

14.2.2.2 If the District's 2003-2004 P-2 ADA is 5,007 or more, the District shall increase the 2004-2005 benefit year contribution for medical benefit coverage for all full-time employees by an additional \$150. This additional \$150 will be applied only for the 2004-2005 benefit year.

Thus, for the 2004-2005 benefit year the total District contribution for each full-time unit member would be at least \$7,885.47 [\$7,735.47 from 14.2.2.2.1 above + \$150].

14.2.2.3 Any amount over the above District's dollar contribution for medical, dental and vision coverage in any benefit year will be deducted from the unit members' pay.

14.2.2.4 For a fiscal year in which there is a funded revenue limit COLA, such monies shall first be used to pay any excess cost of salary schedule movement, as defined in section 14.1.1.

Board approved 9/14/2004, Amended-Board Approved 9/11/2007

14.2.2.5 Benefits

14.2.2.5.1 The District shall contribute an Annualized Amount of \$8,400 for each full-time employee. Of this amount, the District shall contribute \$8,292 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) coverage and \$108 for Life Insurance coverage for each full-time employee. Life insurance coverage is only provided to employees whose regular work day is four hours or more.

14.2.2.5.2 2007-08 to 2009-10 Benefits Years

Continue the "Stay Well" plan sun shining at the end of the 2009-2010 benefits year

(Board Approved 9/11/2007)

For each month of sick leave not used, the District shall add an additional contribution of \$44.54 for a twelve month employee, \$48.55 for an eleven month employee and \$53.40 for a ten month employee to the medical insurance premium up to a maximum of \$534 (the 2004-2005 advance of \$512 plus the 05/06 COLA of 4.23%) in the next available paycheck. Charges to sick leave include illness, personal leave and personal necessity leave. This is called a Stay Well Plan.

Example, a twelve month employee has no charges against their sick leave balance during the month of October. On the November paycheck, the District shall make a \$44.54 Stay Well contribution towards the health and welfare benefits.

Example, in October an eleven month employee is absent from work for a reason that is charged against their sick leave, They are not eligible to receive a \$48.55 Stay Well contribution towards their health and welfare contribution from the District in their November paycheck.

Example, a ten month employee is not absent for the first nine months of the benefit year (remember, the benefit year runs October 1 through September 30). During the month of September the employee is ill five days. Since the employee has received nine Stay Well contributions but then was ill five days, the District will recapture five previously made Stay Well contributions over the next five months.

Example, the same employee above leaves the District September 30 owing the five Stay Well contributions. The District will deduct the five Stay Well contributions from the employee's final paycheck.

Example, a twelve month employee is ill four hours in November and four hours in January. Contributions or non-contributions will be based on the length in hours of the employee's regular work day. In the month of December and January the employee will receive the Stay Well contribution of \$44.54. In the month of February, no Stay Well contribution will be made. (Board Approved 7/12/2005)

14.2.3 Coverage and Specifications

The California Valued Trust shall determine the benefit specifications pursuant to Section 14.2.1 above. All full-time employees must enroll for medical benefit insurance coverage in a plan which has been mutually agreed upon by the Association and the District. The District shall provide vision and dental insurance equivalent to the plans offered at the time of the signing of this agreement. Life insurance is provided to employees whose regular work day is four hours or more. The Employee Assistance Program (EAP) is provided only to employees with medical coverage.

14.2.4 Group Term Life Insurance

Group level term life insurance coverage in the amount of \$50,000 shall be provided for eligible employees with supplemental coverage of eligible dependents.

14.2.5 Medical and Dental Insurance for Retirees and/or Disabilitants

14.2.5.1 The maximum dollar contribution by the District toward the purchase of retiree/disabilitant (including eligible dependents) health and welfare benefits for the 2000-01 fiscal years will be a prorata share of \$620,000 subject to the reductions specified below. The "prorata share" shall mean the maximum contribution set forth below multiplied by a percentage equal to the total salaries paid to bargaining employees during the previous fiscal year divided by the total salaries paid to all District employees during the previous fiscal year. The parties agree that this contribution may be less than the total cost of the benefits in this fiscal year.

The following example is offered for illustration purposes only:

Bargaining unit salaries	3,595,000
Total employee salaries	12,740,000
Ratio	.28
Allocation of \$620,000	173,600

14.2.5.2 The District will contribute the maximum contribution (prorated and adjusted as provided in this Agreement) in a designated account entitled Retiree Health Benefit Fund ("Fund"). The monies deposited in the Fund will be invested according to the requirements of law by the District with the intent to obtain a high interest rate, consistent with the law and established investment principals.

Investments in Certificates of Deposit will be for the longest possible term consistent with law and cash flow circumstances of the District. From the Fund the District will contribute toward the cost of benefits for the balance of that fiscal year. Any funds remaining unexpended at the

end of the fiscal year, including interest earned thereon, will remain in the Fund and carry over into the next fiscal year. The money in the Fund will be expended only for contributions toward retiree/disabilitant health benefits. In the event that the current year's prorata maximum contribution and any funds accrued from previous fiscal year, including interest earned thereon, is insufficient to pay the full cost of benefits for the current fiscal year, it is agreed that the current year's prorata maximum contribution plus any accrued funds will be divided by the number of eligible retirees/disabilitants as of October 1 of the current fiscal year. That "individual cap" will be the maximum amount contributed by the District toward the purchase of benefits. Each retiree/disabilitant wishing to receive the benefits shall contribute the excess by monthly payment in advance to the benefit provider. Failure to make each payment on time will result in cancellation of the benefit. The District agrees to provide to the CSEA information on a quarterly basis regarding income and expenditures for the Fund.

- 14.2.5.3 For the 1997-98 and subsequent fiscal years, the prorata maximum annual District contribution will be reduced by the amount contributed by the District toward the purchase of health and welfare benefits for retiree/disabilitants (including eligible dependents) not covered by this Agreement because they retired prior to the effective date of this Agreement and did not execute any agreement under which the retiree/disabilitant will be covered by the terms set forth in section 2 above.
- 14.2.5.4 The parties agree that the prorata maximum annual District contribution specified above includes funds allocated for this purpose by the District out of funds received at any time in the past and the future from the State of California pursuant to the "Gould" settlement agreement. The parties agree that this is the total District contribution from all sources, regardless of any changes in District revenues.
- 14.2.5.5 For purposes of this subsection, "health and welfare benefits" shall be defined as the medical and dental benefits as established, modified, or terminated, as per the collective bargaining agreement, for then current bargaining employees represented by the CSEA in each fiscal year. The parties agree that none of the benefits referred to herein is vested as to any current or future retiree or disabilitant or any of their spouses or dependents, but instead their benefits are dependent upon and will be equal to the benefits for future retirees and any modifications thereto, as provided in section 14.2.6.11 below. All rights of a retiree/disabilitant, spouse, or dependent to District health and welfare benefits or to contributions toward those benefits, including, but not limited to, rights under this section 14.2.6.5, shall be terminated upon the death of the retiree/disabilitant.
- 14.2.5.6 Retiree/disabilitants who have dual/spousal coverage may elect retiree only or disabilitant only coverage. However, once this election is made, the retiree/disabilitant may not return to dual/spousal coverage. In the event that an eligible current or future retiree/disabilitant is married at the time of retirement and that marriage later terminates, the retiree/disabilitant will then be entitled to coverage as an unmarried person only, regardless of whether the retiree/disabilitant later remarries.
- 14.2.5.7 If any unification or other procedure results in the reduction of territory within the boundaries of the District, the prorata maximum annual District

contribution as specified in sections 14.2.5.2 and 14.2.5.3 will be reduced by the same percentage loss of ADA due to the reduction in territory. This loss will be determined by using the actual year P-2 by school site.

The following example is offered for illustration purposes only:

Total (prior year) ADA	4752
Reduction in enrollment (current year)	1387
Ratio	.29
Reduction in \$620,000	\$179,800

14.2.5.8 The District and the CSEA agree to establish a joint committee to study cost containment for retiree and active employee benefits and alternatives to the current benefit providers.

14.2.5.9 Qualifications

In order to qualify for benefits either as a retiree or a disabilitant, employee must have at least 15 years of full-time service in the District immediately preceding retirement/disablement and be at least age fifty (50) at the time of retirement or disability. Full time service is defined as six (6) hours per day. Any employee who is older than 50 years on March 1, 1995, and who will have achieved at least 10, but less than 15, years of District service, will be excused from meeting the above 15-year requirement. Part-time employees shall continue to pay the same prorata share of the benefit cost as was paid when actively employed. In order to qualify for prorated benefits paid by the District, part-time employees must serve time in excess of 15 years with the District. Benefits will be prorated in the same manner as regular part-time employees. This benefit will cease when retiree/disabilitant becomes eligible for either Medicare or MediCal, or whenever the retiree/disabilitant reaches age 65, whichever occurs first.

14.2.5.10

The parties intend that the terms of this Agreement shall establish the retiree medical benefits available to employees, subject to future modification or termination of those benefits under the terms of this Agreement, the collective bargaining process or mutual agreement of the District and the CSEA.

14.2.6 Insurance Benefits for Part-Time Employees

The Annualized Amount shall be prorated for part-time unit members based upon the ratio of their employment to full-time employment. Unit members who have a regular assignment of six hours or more, shall receive the benefits up to the annualized amount for a full time employee. The proration will be based upon the total number of hours the part-time employee is paid per day in comparison to an eight-hour day. Additionally, the District shall increase that proration amount by 5%. The employee may elect to apply the District contribution proration to any one or more of the insurance benefits, but is not required to take any insurance benefit. Any portion of the proration that is unused will remain with the District. The part-time employee may also elect to have the premium payments prorated in accordance with the current practice.

14.2.7 Benefits Committee

A benefit committee composed of representatives of each of the bargaining units, the confidential employees, the supervisory employees and management employees shall be

formed no later than January 15, 2004. This committee shall search, investigate, review, and recommend health and welfare plans, schemes, and other measures which could result in cost savings. These shall be brought back to the table for negotiation.
(Board approved 9/14/2004)

14.2.8 State Disability Insurance Plan (SDI)

Employees are covered by State Disability Insurance. The full cost of the program shall be paid by the employee through automatic payroll deduction.

14.3 Uniforms

The District may require employees to wear a distinctive uniform and items of identification. As determined by the District, the purchase, lease or rental of such uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

14.4 Automobile Mileage Expense Reimbursement

An employee who is authorized in advance by the site supervisor to use his/her personal automobile in the performance of duties shall be reimbursed at the rate as established by Board Policy. To be eligible for such mileage reimbursement, an employee must follow District approval and claim procedures.

14.5 Personal Property Loss or Damage Reimbursement

Subject to prior approval, employees will be reimbursed for loss or damage to personal property used in the performance of duties in compliance with the Board Policy in existence at the time of the signing of this Agreement.

14.6 Educational Cost Reimbursement

Permanent employees are eligible for reimbursement for tuition and non-consumable supplies and books for college and university work when the courses are approved by the Superintendent in advance of enrolling in the course. The course taken must be one that will improve the employee's skill in the present job class or one that will provide skills necessary for a promotional job class in the District, or District-approved career path. The amount of funds set aside for this purpose will be \$2,000 per school year for the CSEA unit. The rate of reimbursement for college credit courses will be \$25 if not attending Shasta Community College, or the Shasta College per-unit rate if attending Shasta Community College. The district shall offer an annual stipend to eligible employees for an AA degree and a Bachelor's degree per Appendix B payable on the May payroll check of each year. Employees shall provide evidence of such degree by March 1.

14.7 Retirement Incentive

14.7.1 Eligible employees will be given a retirement incentive of ten percent of their current annual salary at the time of notice.

14.7.2 In order to be eligible, the employee must give written notice to the District at least six (6) months before the effective date of the resignation from employment for retirement purposes. The employee must also have been employed by the District for at least 15 consecutive years of service as of the date of the notice. (Board Approved 4/7/2009)

14.7.3 A Golden Handshake will be offered to eligible employees. The window of this offer must fall within requirements specified by the Shasta County Office of Education as well as the time frame determined by the District to be in the best interest of the employees and District. The District requirements and those of PERS must be met in order to offer the Golden Handshake. This offer may be made within the next two years. When the Golden Handshake is offered, employees will have the choice of the Golden Handshake or Retiree Incentive/not both. (Board Approved 4/7/2009)

14.8 Leadership Academy Stipend

CSEA members who complete the District Leadership Academy will be paid a \$200 stipend. The District Leadership Academy is offered at the discretion of the District and may be canceled at any time by the District.
(Board Approved 9/11/2007)

Article 15

LAYOFF AND REEMPLOYMENT

- 15.1 In the event of a need to lay off or reduce hours of employees, the District shall notify the Association of its intended action and, upon request, shall meet and negotiate concerning the impact of a layoff and the decision to reduce hours.
- 15.2 Layoff and Notice of Layoff
- 15.2.1 Employees shall be subject to layoff for lack of work or lack of funds. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has served, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Mirror image of Ed-Code does not constitute a waiver. (Board Approved 4/7/2009)
- 15.2.2 When a vacancy exists, an employee may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such employee is qualified to perform the duties of the position, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons.
- 15.2.3 An employee who is designated for layoff may elect, in lieu of layoff, to be reassigned to a vacant position or to displace or "bump" an employee with less seniority. A unit member whose position is reduced or eliminated shall have the right to move into any class in which the unit member has held permanent status (passed probationary period) and in which the unit member has seniority over another unit member being displaced. (Board approved 9/14/2004)
- 15.2.4 An employee requesting reassignment to a vacant position or displacement of a less senior employee, as provided herein, shall make such request to the Superintendent or his/her designee within 10 calendar days of receipt of the written notice of layoff. The date of request will be considered as the date of postmark or the date hand-delivered to the District Office. Failure to comply with the deadline provided herein shall be deemed a waiver of these rights.
- 15.2.5 Seniority for Purposes of Layoff
- For service commencing after July 1, 1971, "length of service" means district hire date.
- 15.2.6 No seniority credit shall be earned during periods of unpaid separation from the service of the District, unless on leave for military service, including layoff status, and suspension without pay as a result of disciplinary action.
- 15.2.7 In case of two or more employees having identical seniority within classification, the seniority shall be determined by District service and then by lot.
- 15.2.8 Upon request, seniority lists shall be provided to all persons potentially affected and CSEA. The seniority list shall be a listing by class with each employee ranked within the class on the basis of hire date in class plus higher classes.
- 15.2.9 The District shall make all time cards and seniority records of potentially affected employees available for review by employees during normal business hours. Any challenges of seniority shall be mutually reviewed by the District and Association within five business days.

15.2.10 Notice of layoff and displacement rights, if any, shall be sent to all potentially affected employees. Notices shall be by certified mail. The notice shall contain the effective date of layoff, a statement of bumping, reemployment, a statement of seniority information, and reason for layoff.

15.3 Reemployment and Other Rights

15.3.1 Reemployment shall be in the reverse order of layoff. Laid off employees shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to apply and be interviewed for positions within the District during the period of 39 months and the laid off employee shall receive preference over new applicants if he/she qualifies through normal District hiring procedures, as having qualifications comparable to the top acceptable candidates.

15.3.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or choose to remain in their present positions rather than voluntarily be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months (63 months total) provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

15.3.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, on the basis of seniority, returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of assigned time.

15.3.4 An employee may refuse an offer of reemployment to a specific position for which eligible; however, a refusal of two offers of reemployment to the classification from which laid off shall automatically cause removal from the list and loss of any reemployment rights. Refusal of offers of reemployment on a substitute or temporary basis, or offers of reemployment at less than 75 percent of previously assigned hours, shall not constitute a refusal of reemployment.

15.3.5 If the District utilizes substitutes, employees who have been laid off will be used as substitutes if such individuals request placement on the substitute roster. Placement on the substitute roster shall have no bearing on the order of reemployment. Time spent as a substitute shall not change the order of seniority.

15.3.6 Offers of reemployment shall be made via the U.S. Mail Service, certified mail, return receipt requested, and shall include the specific position and/or hours being offered, initial job description, a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the employee's signature.

15.3.7 Whenever a vacancy occurs in a classification for which there is a reemployment list, the position shall first be offered to employees currently working the classification and to individuals on the reemployment list, in order of seniority. A vacancy remaining after following this procedure shall be filled by promotion or new hire.

15.4 Miscellaneous Provisions

15.4.1 Insurance Benefits

Employees laid off or voluntarily taking reductions in assigned hours shall receive insurance benefits (on the same basis as those granted for May of the year the layoff occurred) through November 30, provided the laid off employee provides the District cash or check on October 1 and November 1 for the proration of the employee's contribution for those months based upon assigned hours before reduction or layoff. Laid off employees shall submit all insurance claims to the District's representative within 30 days of termination of benefits.

Employees laid off and subsequently reemployed shall be eligible for fringe benefits as soon as deemed eligible by the carrier.

15.4.2 Upon reemployment from layoff, the employee will advance to the next step on the salary schedule on the ensuing July 1.

15.4.3 In the event of reinstatement of an employee on layoff or reduction, all sick leave accumulation shall be credited back to the employee up to 24 months of layoff.

Article 16

TEMPORARY SHORT-TERM ASSIGNMENTS

16.1 Filling Short-Term Positions Outside the Regular School Term

16.1.1 Employees Serving in Their Regular Classification

In the event that the District has temporary, short-term assignments to be performed during times when school term employees are not scheduled to work, such assignments shall first be offered to school term employees regularly serving in the classification in which the work is to be performed. Employees working in a temporary, short-term assignment in their regular classification shall receive their regular rate of pay.

16.1.2 Employees Serving in Other Than Their Regular Classification

In the event that there are more temporary, short-term assignments in a classification than there are school term employees regularly working in that classification who volunteer for such assignments, the District may offer the work to other eligible employees with school term assignments, regardless of their regular classifications, provided the employee is qualified for the assignment.

Employees performing temporary short-term work other than in their regular classification shall be paid at Step 3 of the classification in which they are working.

16.1.3 Selection

The work shall be offered to the most qualified employee, as determined by the District. If two or more applicants are found by the District to be equally qualified, then the applicant with the greatest seniority within the District classified service shall be appointed to the position. If the most senior employee is denied the work, the site supervisor will meet with the employee to explain the reasons for the denial and, if requested, will explain in writing the reasons for the denial.

16.2 Working Out of Class in an Acting Position During the Regular School Term

16.2.1 General Provisions

16.2.1.1 Definition: Working out of classification occurs when an employee is temporarily assigned to work in a specific, existing classification, thus performing duties which are inconsistent with the duties of the position to which the employee is normally assigned. Working out of classification assignments may be to a classification at a salary range which is the same as, or higher or lower than the employee's normal assignment.

16.2.1.2 Any employee may be required to perform duties inconsistent with those duties assigned to the position by the District as set forth in the District's written class specifications.

16.2.1.3 An employee may be required to work out of classification up to five working days in any 15 calendar-day period without change in pay status. If an assignment to a position in a higher classification exceeds five working days within a 15 calendar-day period, the employee's wages shall be adjusted upward for the entire period he/she is required to work out of classification. The upward adjustment in pay status shall be equal to Step 3 of the appropriate salary range for the work out of classification assignment or a five percent increase in the employee's regular compensation, whichever is greater. If assigned to work in a lower class, salary shall not change from regular rate of pay.

16.2.2 Voluntary Working Out of Class

- 16.2.2.1 The District may fill any position, in which the regular employee is on leave, on a temporary or acting basis, by either having a substitute or by temporarily allowing an existing employee to work in a higher class. This temporary measure may not exceed 120 calendar days, pursuant to Education Code 45103 and the Agreement.
- 16.2.2.2 If the leave is expected to be 20 consecutive days or less, the District will normally have a substitute and will not work existing employees in the higher class.
- 16.2.2.3 If the leave is expected to be more than 20 consecutive days, the District will normally allow existing employees to temporarily work out of class. However, if the District instead employs a substitute, that individual will not be allowed to compete for the position if it subsequently becomes vacant, provided that a qualified existing employee applies for the subsequent vacancy.
- 16.2.2.4 If more than one employee expresses interest in an "acting" position described in 16.2.1.3 above, the District shall make the selection on the basis of the qualifications after interviews. Seniority shall be the deciding factor if two employees are deemed equally qualified.

16.2.3 Involuntary Working Out of Class

Before an administrator involuntarily assigns an employee to working out of class, the administrator shall offer the work to qualified volunteers employed at the work site of the vacancy.

16.3 Pay and Benefits

Pay and benefits for part-time assignments shall be prorated. Payment for temporary, short-term summer work shall be made on or about the tenth of the month following the month in which the work is performed. Holidays shall be provided in accordance with the provisions of Article 8. Vacation shall accrue in accordance with Article 9. Because of the nature of temporary, short-term assignments, vacation will not ordinarily be approved during the assignment. Vacation accrued during the assignment will be paid in accordance with Article 9.7 at the rate at which the employee is being compensated on the last working day in June. Leaves shall accrue and may be used in accordance with Article 10. Any paid leave shall be paid at the rate the employee is being paid at the time the leave is taken.

16.4 Evaluation

Employees serving in temporary, short-term assignments in other than their regular classification shall be evaluated during the course of each such assignment. To the extent practicable, the evaluation shall be carried out in accordance with Article 5 and shall be separate from the regular evaluation required by Article 5. An employee receiving an unsatisfactory evaluation in a temporary, short-term assignment shall be notified in writing of his/her ineligibility for subsequent temporary, short-term assignments within 30 days of the completion of the assignment. The decision may be appealed to the site supervisor, Superintendent or Superintendent's designee. Appeals shall be initiated in writing within 15 days of receipt of notice being appealed. The response to the appeal shall be made within 15 days. The decision of the Superintendent shall be final.

If an individual employee is temporarily assigned to work which is not related to the regular position and does not also constitute working in a higher classification, such temporary assignment shall not be subject to any evaluation process.

16.5 Length of Assignments

Because of the unpredictable nature of temporary, short-term assignments, the District shall have the right to shorten or lengthen such assignments and/or increase or decrease the hours of such assignments. The anticipated duration of the assignment shall be included in the announcement for the position. An employee shall be guaranteed at least 75 percent of the assignment. Employees shall not have displacement rights with respect to temporary, short-term assignments. The usual work rules regarding attendance, dress and the like shall apply to summer work assignments.

16.6 Right to Employ Substitute and Short-Term Employees

Nothing herein shall preclude the District from employing temporary and short-term employees as permitted by the Education Code and/or the Collective Agreement.

16.7 Transfer

Article 11 shall not apply to temporary short-term assignments.

16.8 Part-Time Employees Serving in Other Than Regular Classification in Temporary Assignment

If the District elects to employ a part-time employee as a temporary employee in a different classification, the employee shall:

16.8.1 Have his/her insurance benefit proration adjusted upward for the entire period of temporary service if such period exceeds 20 consecutive days.

16.8.2 Be paid at his/her regular step in the classification in which he/she is temporarily serving.

16.8.3 Accrue vacation and sick leave for the entire period of temporary service if such period of service exceeds 20 consecutive days.

16.9 Part-Time Employees Serving in Substitute Positions

If the District elects to employ a part-time employee as a substitute in a different classification, the employee shall:

16.9.1 Have his/her insurance benefit proration adjusted upward for the entire period of substitute service if such period exceeds 20 consecutive days.

16.9.2 Be paid at Step 3 of the classification in which he/she is substituting.

16.9.3 Accrue vacation and sick leave for the entire period of substitute service if such period exceeds 20 consecutive days.

16.10 If the District elects to employ a part-time substitute in the same classification, whenever possible the work shall be offered first to qualified employees in that classification, in order of seniority, unless the extra work would result in the employee going into overtime.

Article 17

ASSOCIATION/DISTRICT COOPERATION

The Association and the District will continue with methods of improving Association/District cooperation and involvement of Association representatives in matters of mutual concern. Specifically, for the duration of this agreement, the parties agree to establish the following:

17.1 Central Coordinating Committee

A Central Coordinating Committee, comprised of the Superintendent, the President of the Association, and at least three other representatives of each party, will meet monthly during the school year. The purpose of this committee will be to discuss the following issues:

- 17.1.1 Staffing at schools, class size, vacancies, part time employment and split schedules, budget issues, assignments, reassignments and transfers.
- 17.1.2 To discuss relationship problems, and to discuss any non-bargaining problems of mutual concern.

Article 18

MISCELLANEOUS PROVISIONS

18.1 Savings

If any provisions of this agreement are held to be contrary to law by a court 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. Upon request, the parties agree to meet and negotiate regarding a provision replacing the severed provision.

18.2 Effect of Agreement

It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures to the extent of a conflict and over State laws to the extent permitted by State law and that in the absence of specific provisions in this agreement, such practices and procedures are discretionary.

18.3 Concerted Activities

18.3.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.

18.3.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

18.3.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to, and including, termination by the District.

18.3.4 It is understood that in the event this article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this agreement or in District policy from any employee and/or the Association.

18.3.5 The District agrees that during the term of this agreement, it will not lock out the employees covered by this agreement.

Article 19

COMPLETION OF MEET AND NEGOTIATIONS

19.1 Completion of Meet and Negotiations

19.1.1 Except as mutually agreed by the parties and except as set forth in other sections of this Agreement, during the term of this agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

19.1.2 The District and the Association will reopen negotiations on salary or benefits if any other bargaining unit in the District receives a percentage increase in salary or benefits greater than CSEA, as set forth in Article 14 of this Agreement.

Article 20

DURATION OF CONTRACT

20.1 Duration

This agreement shall be effective from July 1, 2009 and shall remain in full force and effect up to and including June 30, 2012, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than January 15, 2012, of its request to modify, amend, or terminate the Agreement.

20.2 Negotiations for the 2006-2007 year shall address compensation (salaries/benefits) and two (2) reopeners by both CSEA and the District. Negotiations for the 2005-2006 year shall address compensation (salaries/benefits) and two (2) reopeners by both CSEA and the District.
(Board approved 9/14/2004)

Each Year of Agreement – A Committee shall determine the work calendar for each year of this Agreement in accord with the prior practices.

ASSOCIATION:

Dave Martin, President
CSEA, Chapter 181

Date

DISTRICT:

Jim Cloney, Superintendent
Shasta Union High School District

Date

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Agreement	1
2	District Rights	1
3	Organizational Rights	2
	3.5 Released Time for Negotiations	
4	Organizational Security	3
	4.1 Employee Rights	
	4.2 Payroll Deductions	
	4.3 Payment Method & Certification Requirements	
	4.4 Amount of Service Fee	
	4.5 Annual Verification of Service Fee by Association	
	4.6 Employees Exempted from Obligation to Pay Service Fee	
	4.7 District's Obligations	
	4.8 Hold Harmless Provisions	
5	Evaluations	6
	5.1 Procedure	
	5.2 Personnel Files	
6	Hours of Employment	7
	6.1 Work Week and Work Day	
	6.4 Meal and Rest Breaks	
	6.5 Overtime/Extra Duty	
	6.6 Four-Day Work Week	
7	Bus Driver Provisions	10
	7.1 Joint Committee	
	7.2 Special Event Trip Assignments	
	7.3 Assignment of Drivers to Additional Hours on Regular Basis	
	7.4 Assignment of Extra Duty Trips During Regular School Day	
	7.5 Special Event Trips	
8	Holidays	15
9	Vacations	16
10	Leaves	17
	10.1 Sick Leave	
	10.2 Bereavement Leave	
	10.3 Jury Duty	
	10.4 Industrial Accident	
	10.5 Personal Necessity Leave	
	10.6 Pregnancy Disability Leave	
	10.7 Child Care Leave	
	10.8 Other Leave Without Pay	
	10.9 Personal Leave	
	10.10 Leave for Family Care	
	10.11 Catastrophic Leave	

<u>ARTICLE</u>		<u>PAGE</u>
11	Hiring, Promotions and Transfers	24
	11.1 Posting and Filling of Vacancies	
	11.2 Transfers	
	11.3 Voluntary Demotions	
12	Grievance Procedure	26
	12.3 Definitions	
	12.4 General Provisions	
	12.5 Procedure	
13	Safety	29
14	Compensation	30
	14.1 Salary	
	14.2 Fringe Benefits	
	14.3 Uniforms	
	14.4 Automobile Mileage Expense Reimbursement	
	14.5 Personal Property Loss or Damage Reimbursement	
	14.6 Educational Cost Reimbursement	
	14.7 Retirement Incentive	
	14.8 Leadership Academy	
15	Layoff and Reemployment	38
	15.2 Layoff and Notice of Layoff	
	15.3 Reemployment and Other Rights	
	15.4 Miscellaneous Provisions	
16	Temporary Short-Term Assignments	41
	16.1 Filling Short Term Positions Outside Regular School Term	
	16.2 Working Out of Class During Regular School Term	
	16.3 Pay and Benefits	
	16.4 Evaluation	
	16.5 Length of Assignments	
	16.6 Right to Employ Substitute and Short-Term Employees	
	16.7 Transfer	
	16.8 Part-Time in Other Than Regular Temporary Assignment	
	16.9 Part-Time Substitute Positions	
17	Association/District Cooperation	44
	17.1 Central Coordinating Committee	
18	Miscellaneous Provisions	45
	18.1 Savings	
	18.2 Effect of Agreement	
	18.3 Concerted Activities	
19	Completion of Meet and Negotiations	46
20	Duration of Contract	47
	Attachment	

Shasta Union High School District
2200 Eureka Way, Suite B
Redding, California 96001

(530) 241-3261

CONTRACT AGREEMENT

FOR

CLASSIFIED EMPLOYEES

(CSEA, Chapter 181)

Expires June 30, 2012