

Shasta Union High School District

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**CONTRACT
AGREEMENT
FOR
CLASSIFIED
EMPLOYEES**

ESP

EXPIRES JUNE 30, 2011

Board approved 5/11/10

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Article 1

AGREEMENT

- 1.1 This is an agreement made and entered into this 3RD day of March, 2009 by and between the SHASTA UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "District") and EDUCATIONAL SUPPORT PERSONNEL-SSEA/CTA/NEA (hereinafter referred to as "Association").
- 1.2 The District confirms the recognition of the Association as the exclusive representative for those classified employees certified by Public Employment Relations Board on December 23, 1988 (S-R-298B/S-D-110). This agreement applies only to regular classified District employees included in this representation unit.

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 (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 designee assigned 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 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 Released Time for Negotiations
 - 3.4.1 Released time for negotiations shall be provided only as authorized in this Article. No release time shall be provided for pre-negotiation meetings.
 - 3.4.2 The Association shall request released time for negotiations. Such request shall be directed to a designated District representative.
 - 3.4.3 A unit member released for negotiations shall be released from all work regardless of the unit member's assigned shift if negotiations last or are scheduled to last for six or more hours, except that a unit member shall work that portion of a shift which can be completed before negotiations begin.
 - 3.4.4 A unit member 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.
 - 3.4.5 Any exceptions to the foregoing shall be mutually agreed to by the District and the Association.

Article 4

SERVICE FEE AND MAINTENANCE OF MEMBERSHIP

4.1 Employee Rights

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.

A unit member 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 4.7 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 unit members for whom all dues deductions have been made.

4.3 Service Fee Election

The service fee hereunder shall be effective January 24, 1995.

4.4 Payment Method and Association Certification Requirements

4.4.1 A bargaining unit member who does not fall within the exempted categories as set forth in Section 4.7 below, and who has not voluntarily made application for membership in the Association within the 60th day of the date upon which said employee has formally begun work 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 unit member who is not a member of the Association.

4.4.2 In the event that a unit member 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.

4.4.3 Prior to the beginning of 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 4.7 herein; and

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

4.4.4 The written certification in 4.4.3 above shall be a condition precedent to any collection of the service fee by the District.

4.4.5 The District is under no obligation to make payroll deductions for periods during which a unit member 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 unit member'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 a unit member 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 a unit member 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.

4.5 Amount of Service Fee

4.5.1 The service fee collected from bargaining unit members pursuant to Section 4.7 shall be that allowed by Section 3540.1(i)(2) of the Government Code.

4.5.2 Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated service fee.

Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated service fee.

Unit members on leave without pay, and unit members 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.

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

4.6 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.

4.7 Unit Members Exempted From Obligation to Pay Service Fee

4.7.1 Any unit member shall be exempted from the requirements of a service fee if such unit member 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.

4.7.2 Such exempt unit member 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.

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

4.8 District's Obligations

The District's obligations under this Article are 1) to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member 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 unit member for failure to fulfill their obligations to pay the fees established herein.

4.9 Hold Harmless Provisions

4.9.1 The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this Agreement pertaining to representation fee. Such reimbursement shall include costs and attorneys fees incurred by the District.

4.9.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in Section 4.9.1 shall be compromised, resisted, defended, tried or appealed.

4.9.3 In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.

- 4.9.4 The District shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest or when the District is defending an activity which is arguable subject to criminal liability on the part of any District administrator.

Article 5

EVALUATIONS

5.1 Definitions

- 5.1.1 Evaluator A person designated by the District Superintendent as primarily responsible as the official evaluator. The evaluator shall not be a member of any bargaining unit.
- 5.1.2 Probationary Unit Member A new unit member who is appointed for a trial period of nine months. *(Board Approved 3/21/2009)*
- 5.1.3 Permanent Unit Member. A unit member who has met the requirements of a probationary trial period.
- 5.1.4 Day A "day" is a day in which the central administrative office of the District is open for business.

5.2 General

- 5.2.1 All unit members will be notified of who will be their evaluator and shall be given information about the evaluation procedures. The standards, goals, objectives and expectations shall be consistent with the duties and responsibilities set forth in the employee's job description and will be made known to the employee when first employed. Evaluation and assessment of the performance of each unit member shall be made on a continuing basis, at the end of the second and fifth month and again at the conclusion of the eighth month for probationary personnel and permanent employees will be evaluated at least every other year after the first two years of employment in the same classification. The first ten years of evaluations in the same classification will not change. After ten years in the same classification, an employee may have the opportunity (with agreement from administration) to complete a self-evaluation and a formal evaluation in each four-year cycle instead of two formal evaluations. (See Appendix A.1)
(Board Approved 2/12/08, 3/10/2009)
- 5.2.2 Assessments shall be based on objective criteria as set forth in the job description of the unit member. *(Board Approved 2/12/08)*
- 5.2.3 All performance assessments shall be conducted by the identified evaluator who has direct and personal knowledge of the job description and the work performance of the unit member being assessed. *(Board Approved 2/12/08)*
- 5.2.4 All monitoring or observation of the unit member's work shall be conducted openly and with full knowledge of the unit member.
- 5.2.5 A unit member shall not receive an unsatisfactory evaluation for any work performance over which the unit member has no authority or resources to correct deficiencies.
- 5.2.6 Effective July 1, 2008 to June 30, 2013, unit members receiving an unsatisfactory evaluation in any given year will not be eligible for a step increase on the salary schedule for the following year and thereafter until a satisfactory performance is achieved. The District will utilize the following guidelines in evaluations under Article 5.2.6 only when an evaluation may conclude in unsatisfactory performance. *(Board approved 5/11/10)*
1. Formal observations and the post observation conference will be completed prior to end of first semester.

2. Unit members in danger of receiving an unsatisfactory evaluation will be notified of such by an initial evaluation report from the evaluator prior to the end of the first semester. An assistance plan will be developed by the evaluator in consultation with evaluatee. The assistance plan will detail specific actions and results needed to achieve satisfactory performance. The evaluatee will be offered the opportunity to participate in training and or workshops to improve performance and meet the assistance plan goals.
3. The evaluatee may request review of the initial evaluation report by Human Resources and the Superintendent at any time after being notified of unsatisfactory performance.
4. Once designated as being in danger of receiving an unsatisfactory evaluation, the evaluatee may request an additional evaluator to work with the initial evaluator to complete final evaluation.
5. Once designated as being in danger of receiving an unsatisfactory evaluation, the administration will continue to observe the unit member and gather data. The evaluator and evaluatee will meet once per month during the months of February, March and April, to conference regarding the assistance plan and the evaluator will provide written feedback regarding the evaluatee's progress.
6. Final summary evaluation will be completed pursuant to 5.3.
(Board Approved 2/12/08)

- 5.2.7 The District shall not require any member of the bargaining unit to act in any capacity to effectively recommend or comment on the work performance of another member of the bargaining unit.
- 5.2.8 A unit member shall be entitled to representation by the Association at any meeting to discuss or report on the unit member's work performance.
- 5.2.9 The form used for the purpose of assessment shall be mutually developed by the District and the Association.
- 5.2.10 No evaluation shall be made a part of the unit member's personnel file until the unit member has been provided the opportunity to review the evaluation. The unit member has ten (10) days to review and comment on the evaluation. The unit member shall either; sign the evaluation document in agreement, sign the evaluation document with comments added on areas of disagreement, or refuse to sign the evaluation document because they are not in agreement with the evaluator's assessment.
After ten days, the form may be placed in the unit member's file without the unit member's signature. *(Board Approved 2/12/08)*

5.3 Procedure

- 5.3.1 The responsible evaluator shall schedule a meeting within the first 20 working days of the school year with each unit member to be evaluated. For Summer School the meeting shall take place during the first two days. If the evaluatee has any concerns about the assigned evaluator, evaluatee will make this known to the site principal or District Office administrator within 10 days of the initial meeting and request a change of evaluator.
(Board Approved 2/12/08)
- 5.3.2 Service ratings for all probationary employees of the unit shall be submitted at the end of the second and fifth month of employment and again at the conclusion of the eighth month. Within 10 work days of each observation, a conference between evaluator and evaluatee shall be held.
A unit member who receives a promotion to a new classification will be evaluated during the first 60 days and at the end of the fifth month of the new assignment as a probationary unit member in that assignment. This shall not be interpreted to affect a unit

member's permanent status in the District. Within 10 work days of each observation, a conference between evaluator and evaluatee shall be held.
(Board Approved 2/12/08, 3/10/2009)

- 5.3.3 An evaluation being completed pursuant to 5.2.1 for any permanent employee shall be submitted prior to the end of the first working day of May. Ongoing evaluative communications concerning performance appraisals are permissible at any time.
(Board Approved 2/12/08)

5.4 Right of Rebuttal

The unit member has the right to submit a written response to the evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the unit member's personnel file. If such response is filed within ten (10) days of the written evaluation, the evaluation document may be modified or corrected. If modified, a modified copy shall be provided to the employee within five (5) days and re-signed if needed.

5.5 Personnel Files

- 5.5.1 A unit member may inspect material in the official personnel file which may serve as a basis for affecting the employment status of the unit member except materials which:

- (A) were obtained prior to the unit member's employment,
- (B) were prepared by identifiable examination committee members, or
- (C) were obtained in connection with a promotional examination.

- 5.5.2 A unit member 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.

- 5.5.3 No materials of a derogatory nature, except those items listed in 5.5.1, may be placed in a unit member's personnel file without allowing the employee an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, the unit member'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 administrator. The employee shall submit a request in advance to the site administrator to leave the normal place of work during assigned duty times for such review and comment.

- 5.5.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.

- 5.5.5 The official personnel file of each unit member as referred to in this section shall be kept in the District Office; however, an exact duplicate file may be kept at the work site.

5.6 Probationary Period

The probationary period shall be nine (9) months. Time on any type of leave shall not count toward the probationary period. (Board Approved 3/10/2009)

- 5.7 Complaints from Parents or Citizens (Board Approved 2/12/08)

No complaint of a person other than management will be used in the evaluation of a unit member, nor will any such complaint be placed in a unit member's personnel file unless the following procedural rights are followed:

- 5.7.1 Within ninety (90) days from the date of occurrence, the unit member shall be notified of the complaint which shall be in writing and signed by the complainant.
- 5.7.2 The unit member has the right of representation by the Association and to be informed prior to any meeting that the member is entitled to such representation.
- 5.7.3 The unit member has the right to respond to the complaint both orally and in writing, and to have any written response attached to the complaint.
- 5.7.4 The unit member is allowed to remain in the position until formal charges have been made by the complainant, except in circumstances where the Superintendent may remove the employee from duty with pay pending investigation of any formal complaint, in accordance with Education Code provisions.

Article 6

HOURS OF EMPLOYMENT

6.1 Work Week and Work Day

6.1.1 Regular full-time employment within this representation unit 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 unit members shall be established and regularly fixed by the District.

6.1.3 The work year shall be defined on the ESP calendar. The calendar shall be an automatic re-opener each year.

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 to 60 minutes shall be provided to all unit members who render service of at least six consecutive hours. The length of the meal period shall be determined by the site administrator. The site administrator 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 members of the unit for each four-hour period of service. This rest period shall be taken at the direction of the site administrator at or near the mid-point of each four-hour period of service. If a unit member works more than four hours and is not entitled to a meal period, the unit member 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 administrator.

6.5 Overtime

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 shall be considered as time worked by the employee. All time during which an employee is directed and authorized by the site administrator 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 administrator 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 administrator to be performed on the seventh day following the commencement of the work week.

6.5.5 Upon request of a unit member who has been given the option by their supervisor to work in excess of eight (8) hours in any one day or in excess of forty (40) hours per week, 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 six (6) months the overtime service was rendered. If the employee is unable to take the time within the six (6) months period, a specific plan to use the hours will be submitted by the employee to the supervisor for pre-approval. If the employee is unable to take the time, or if the District rejects the employee's request for compensatory time, the unit member shall be compensated in the form of pay as set forth herein. *(Board Approved 3/10/2009)*

6.5.6 The intent of the parties is to provide total compensation or compensatory time off within the guidelines as specified in articles 6.5.1, 6.5.2, 6.5.3 and 6.5.4.
(Board Approved 3/10/2009)

6.5.7 Shift Differential

A full-time member of the unit 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.

6.5.8 Full-time unit members called in or called back to work by the site administrator on a work day beyond the normal working hours, on a day not scheduled to be worked, shall receive at least two hours of work 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.

6.5.9 The District will offer the opportunity for overtime 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. If a unit member declines overtime, then that employee shall not again be offered overtime until the completion of the rotation. The District has the right to assign overtime; however, such involuntary assignment shall consist of a rotation in the reverse order of seniority within classification.

6.6 Four-Day Work Week

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:

6.6.1 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.

6.6.2 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.

6.6.3 Work week assignments shall consist of four consecutive days.

6.6.4 The Fourth of July will be a full 10-hour holiday.

6.6.5 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.

6.6.6 Rest periods shall be 20 minutes each.

6.7 Staff Development Days

For ESP 10-month employees, the Association and the District agree to add two (2) optional days for staff development effective from the 2000-01 school year. If employees work on either optional day, the employee must work at least 6 hours and shall be compensated at their hourly rate for those hours worked. The District shall consult with the Association as to the content of the staff development days. This program, along with the additional workdays and salary increase, shall only be continued as long as the specialized funding provided by the state is in effect for such purposes. *(Board approved 1/16/07)*

Article 7

HOLIDAYS

7.1 The following shall be the holiday schedule for unit members:

July 4	Independence Day
First Monday in September	Labor Day
September 9	Admissions Day (the Governing Board may designate an alternate holiday)
November 11	Veterans Day
Last Thursday and Friday in November	Thanksgiving Holiday
December 25 and day 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 (observed Lincoln day)	Lincoln's Day
Third Monday in February	Washington's Day
Friday of School Spring Recess	Spring Holiday
Last Monday in May	Memorial Day

7.2 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.

7.3 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. In the event December 25th falls on a Monday, the subsequent Tuesday shall be a holiday in lieu of December 24th.

7.4 If a unit member has a work week other than Monday through Friday, and, as a result, the unit member 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 unit member would have been entitled.

Article 8

VACATIONS

8.1 Effective July 1, 1990 paid vacation leave shall accrue for full-time 12-month employees at the following rates:

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

8.2 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.

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

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

8.5 For 12-month employees, accrued vacation may be taken at any time during the school year, with the approval of the site administrator. 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. When excess vacation time has been earned the employee must submit a plan to the Human Resources Department as to when the excess vacation hours will be used. If the vacation time has not been used, the employee may be cashed out or be required to take the excess vacation time off within a fiscal year. Excess vacation time is defined as the amount of accrued vacation which exceeds the allowable amount an employee may accrue in a two school year period. For 11-month employees, vacation will be scheduled during the 12th month, or during the winter and spring recess periods.
(Board approved 1/16/07, 3/10/2009)

8.6 A unit member 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:

- 8.6.1 The unit member otherwise qualified for such leave as provided by this agreement; and
- 8.6.2 The unit member, if physically capable, returns to duty immediately following the vacation period; and
- 8.6.3 The request for leave is filed with the immediate site administrator within two weeks of the illness or bereavement or within one week of return to duty.

When the unit member's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member'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 9

LEAVES

9.1 Sick Leave

- 9.1.1 Unit members 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. Unit members employed for less than five days a week and/or less than 12 months/year are entitled to sick leave as follows:
 - 9.1.1.1 A unit member employed five days a week, who is employed for less than 12 months/year, is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to 12.
 - 9.1.1.2 A unit member 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.
- 9.1.2 Credit for leave need not be accrued prior to taking such leave. However, newly employed employees 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.
- 9.1.3 Unit members may accumulate unused sick leave without limitation.
- 9.1.4 All unit members 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.
- 9.1.5 Barring an emergency, unit members shall notify their immediate site administrator or his/her designee in advance of taking any sick leave.
- 9.1.6 Unit members 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.
- 9.1.7 When a unit member'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.
- 9.1.8 When a unit member is absent from duties on account of illness or accident for a period of five months or less, and has exhausted all available paid leave, the amount deducted from the salary due the employee for any month in which the absence occurs, shall not exceed the sum actually paid any substitute employed to fill the position during the absence.
- 9.1.9 Unit members working seven (7) or eight (8) hours per day (35 and 40 hours per week) will not be charged sick leave for employee medical appointments of two (2) hours or less which cannot be scheduled outside the work day as follows: 12 appointments per year for 12-month unit members, 11 appointments per year for 11-month unit members, 10 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 3/10/2009)

9.2 Leave for Family Care

9.2.1 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)

9.2.1.1 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.

9.2.1.2 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.

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

9.2.3 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 an 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.

9.2.4 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.

9.2.5 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.

9.3 Bereavement Leave

9.3.1 Every unit member shall be entitled up to five days bereavement leave because of the death of any member of the employee's immediate family, with no deduction from the salary of the employee.

9.3.2 "Member of the immediate family" shall mean: mother, father, mother-in-law, father-in-law, wife, husband, son, daughter, brother, sister of the unit member; grandparents of the unit member and spouse; the son-in-law or daughter-in-law of the unit member; or any relative in the immediate household of the unit member.

9.3.3 At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted for a period of longer than the 5 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.

9.4 Jury Duty

- 9.4.1 A unit member is entitled to a leave to serve on jury duty. An employee shall receive his or her regular pay less any amount received for jury fees, exclusive of allowed mileage, parking, or meal expense reimbursement.
- 9.4.2 A unit member 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 a unit member 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.

9.5 Industrial Accident

- 9.5.1 Unit members 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.
- 9.5.2 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 unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 9.5.3 Unit members 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 California Labor Code, will result in payment to them of not more than their full salaries.
- 9.5.4 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 unit member.
- 9.5.5 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 a unit member 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 unit member 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.
- 9.5.6 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.
- 9.5.7 The District may require a written statement from a physician verifying a unit member's absence under this leave and his/her ability to return to work.
- 9.5.8 The District will attempt to notify those affected by provisions of 9.5.5 prior to 30 days of the benefit being exhausted.

9.6 Personal Necessity Leave

- 9.6.1 Unit members may use a maximum of eight (8) days at their election of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:
- 9.6.1.1 Death of a member of the immediate family when additional leave is required beyond that provided under Bereavement Leave.
 - 9.6.1.2 Accident involving the person or property of the employee, or the person or property of a member of the immediate family.
 - 9.6.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - 9.6.1.4 Any other reasons as approved by the District.
- 9.6.2 "Member of the immediate family" shall be as defined in the Bereavement Leave provision of this Agreement.
- 9.6.3 Barring an emergency, employees shall notify their immediate site administrator or his/her designee in advance of taking any personal necessity leave.

9.7 Personal Leave

Unit members will be granted personal leave under the following conditions:

- 9.7.1 The primary responsibility of the unit member is to the job assignment.
- 9.7.2 The leave is intended to provide unit members 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, or for receiving instruction of a university level, except where the Superintendent specifically approves leave for job-related instruction.
- 9.7.3 Leave is deducted from sick leave or is unpaid if sick leave is exhausted.
- 9.7.4 Leave is limited to two days per year.
- 9.7.5 Leave is limited to five employees per day per school.
- 9.7.6 Prior day notice to site administrator is required except in emergency situations.
- 9.7.7 Leave is not cumulative from year to year.
- 9.7.8 The site administrator may request substantiation from the employee if additional information is required.

9.8 Pregnancy Disability Leave

Any unit member may utilize 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 unit member shall resume duties, shall be determined by the unit member and the unit member'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. Such time shall run concurrently with FMLA leave, but shall not run concurrently with CFRA leave.

9.9 Child Care Leave

9.9.1 Unit members may be granted parental child care leave for the purpose of preparing for and the caring of newly born or newly adopted child.

9.10 Other Leave Without Pay

9.10.1 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.

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

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

9.11 Catastrophic Leave

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

9.11.1.1 Catastrophic Leave shall begin only after all accumulated sick leave (with the exception of Differential Paid Sick Leave) pursuant to Article 9 as well as all other paid leaves have been exhausted.

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

9.11.1.3 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.

9.11.1.4 An employee's Catastrophic Leave may be extended by mutual agreement between the District, employee and the Association. *(Board Approved 3/10/2009)*

9.11.2 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.

9.11.2.1 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 9).

9.11.2.2 A "member of the employee's family" shall be limited to the spouse, child, parent or an individual over which the unit member has legal guardianship.

- 9.11.3 As soon as practicable, the Association Executive Board shall meet and consider the request for Catastrophic Leave.
- 9.11.3.1 If the request is denied, the Association President shall notify in writing the unit member or designee.
- 9.11.3.2 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. Donating members hours will be translated in to the hourly rate of the employee. This amount will be applied to the hourly rate of the requesting member.
ie: School Support Secretary earning \$17.60 (step 5) per hour requests Catastrophic Leave for 40 hours at a value of \$704.00 (40 x \$17.60). The donated hour value from the members must equal or exceed the \$704.00.
(Board approved 5/11/10)
- 9.11.3.3 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.
- 9.11.3.4 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.
- 9.11.4 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.
- 9.11.5 The Association shall provide the District with the documentation needed to manage the Program.
- 9.11.6 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.
- 9.11.6.1 The Association agrees to indemnify and hold the District harmless from any loss or damage arising from the implementation of this Article.
- 9.11.6.2 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.

Article 10

HIRING, PROMOTIONS AND TRANSFERS

10.1 Posting and Filling of Vacancies

- 10.1.1 A "Vacancy" is any position to which a unit member is not assigned and which has been identified by the Principal as needing to be filled.

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 10.2.2 herein shall be considered for the posted vacancy if the vacant position is the same position as the transfer application.

If the District determines that the position should not be continued or that it should 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. After receipt of the explanation, the Association may request negotiations, when appropriate, in accordance with PERB decisions.

Summer school openings shall not be considered vacancies. *(Board approved 1/16/07)*

- 10.1.2 An existing employee in a position has the right to keep their present position if the hours are increased. No employee with higher seniority can displace them due to the increased hours. This situation will not constitute a vacancy or a promotion. *(Board Approved 3/10/2009)*
- 10.1.3 A "Promotion" is a raise in salary due to an increase in hours or placement in a higher position classification. Salary placement shall be in accordance with the District Handbook.
- 10.1.4 All applicants who are District employees shall be entitled 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. If applicants are judged equally qualified by that process, then the selection shall be based on seniority within the District.
- 10.1.5 A unit member who does not satisfactorily complete the probationary period for the promotion position shall be entitled to assume any vacancy in the class from which promoted, or any lower paying class for which the unit member is qualified for 39 months. If the employee refuses an offer for such employment (for equal or more hours) the employee shall lose all rights to future employment and be removed from the 39 month rehire list.

10.2 Voluntary Transfers

- 10.2.1 A "transfer" is defined as a change from one location to another location without a change in job classification.
- 10.2.2 Unit members 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.

10.2.3 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 administrator will meet with the employee and, if requested, will explain in writing the reasons for the denial.

10.3 Voluntary Demotions

A unit member may apply for a lower paying position. If the vacant position is one in which the unit member has held permanency in the last eight (8) years, then the procedures and standards for a voluntary transfer shall apply pursuant to Section 10.2 above. Otherwise, the individual employee shall be considered as an applicant under the posting and filling of vacancies, Section 10.1 above.

10.4 Involuntary Transfers

10.4.1 Involuntary transfers shall be initiated by the Superintendent and shall be based on the needs and best interests of the District.

10.4.2 In addition, when the number of members of a class at a school site need to be reduced, the individual to be involuntarily transferred shall be selected on the basis of least seniority within the district.

10.4.3 Any member of the unit who is to be involuntarily transferred shall be informed by the Superintendent or designee of the reason(s) for the transfer. If the involuntarily transferred unit member so requests, a conference shall be held between the unit member and Superintendent or designee prior to the effective date of the transfer. Upon request of the unit member being transferred, the specific reasons for the transfer will be provided in writing.

Article 11

RECLASSIFICATION/EQUITY STUDY

- 11.1 It is the intent of the District and the Association to develop a process for ensuring that classified employees are substantially working within their assigned job classification.
- 11.1.1 Reclassification Study definition: A study to determine if a position needs to be aligned to another classification as a result of duties being performed. *(Board approved 1/16/07)*
- 11.1.2 Permanent classified employees may request a review of their job classification when they believe that there has been a significant change in job duties. The request shall be submitted, in writing, to the employee's immediate supervisor by December 31st of each year. The supervisor shall transmit the request to the Personnel Department with a recommendation for approval or disapproval January 15th.
- 11.1.3 All reclassification requests shall be reviewed by a committee composed of two (2) ESP appointees, appointed by the SSEA Executive Board, and two (2) District appointees. The committee shall review and evaluate each request that is submitted, as well as the supervisor's review and assessment. The committee will either:
- A) Forward the request to the Superintendent with a recommendation for reclassification and appropriate salary placement, or
 - B) Deny the request and return it to the employee.
- 11.1.4 Employees whose request for reclassification is denied may, within 30 days of receipt of the denial, submit an appeal in writing to the Superintendent.
- 11.1.5 The Superintendent shall review and evaluate each recommendation received from the committee as well as any appeal from an employee and do one of the following:
- A) Approve the appeal or the recommendation and forward the recommendation to the governing board for it's consideration. The governing board's decision shall be final; or
 - B) Deny the appeal or the recommendation; and inform the employee and the appropriate supervisor of the decision.
- 11.1.6 Additionally, the Superintendent may recommend the supervisor adjust the employee's duties to align with the current job description.
- 11.1.7 Permanent classified employees may request a reclassification once a year. An employee that is successful in his/her reclassification request may not request another reclassification in his/her position for two (2) years. If denied, an employee may submit a request the following year.
- 11.1.8 Adjustments to classification, approved through this process, shall be effective as of that April 1st.
- 11.1.9 Nothing in this article shall preclude the Superintendent from making recommendations for Reclass to the Board at any time. Such Reclass shall become effective upon action from the Board.

11.2 Equity Study definition: A study to determine the appropriate compensation of a job classification.

Upon mutual consent between the district and the Association, a committee, comprised of three appointees from the District and three appointees from the Association, will perform an Equity Study to determine the appropriate compensation of job classifications. The committee will determine the procedure to be used. The committee will make recommendations to the District and the Association. *(Board approved 1/16/07)*

Article 12

GRIEVANCE PROCEDURE

- 12.1 Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate site administrator or designated management person.
- 12.2 Upon mutual agreement of both parties, the timeline can be extended at any level of the grievance procedure.
- 12.3 Definitions
- 12.3.1 A "grievance" is an allegation by a unit member regarding a violation or misapplication of the specific provisions of this agreement when such application or violation has adversely affected the unit member. 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.
- 12.3.2 A "day" is a day in which the central administrative office of the District is open for business.
- 12.3.3 The "immediate site administrator" 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.
- 12.3.4 A "grievant" is a unit member directly affected by an alleged violation, misinterpretation, or misapplication of this agreement, or if the Association provided that when filing a grievance the Association specifies an individual unit member who is directly affected by the alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 12.4 Right to Representation
- 12.4.1 A grievant may be represented at all stages of the grievance procedure by himself/herself, his/her representative, or by an Association representative.
- 12.5 Before filing a formal written grievance, the grievant shall attempt resolution by an informal conference with his/her immediate site administrator or next higher level administrator, as appropriate, if the immediate site administrator is unable to resolve the grievance.
- 12.5.1 Level I
- The grievant must present the grievance in writing on the appropriate form to his/her immediate site administrator within fifteen (15) days after the occurrence or knowledge of the act or omission giving cause for the grievance. This shall be a clear, concise statement of the grievance, the date of the alleged circumstances involved, and the specific remedy sought. Within five (5) days there shall be a meeting/conference held upon request of either party. The immediate site administrator shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the initial grievance. If the immediate site administrator does not respond within the time limits provided, or if the grievant does not agree with the decision, the grievant may appeal to the next level.

12.5.2 Level II

In the event the grievant is not satisfied with the decision at Level I, he/she must appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days after receiving the decision. This statement should include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal. The Superintendent (or designee) shall communicate his/her decision within fifteen (15) days after receiving the appeal. Within five (5) days of the receipt of the appeal there shall be a meeting/conference held upon request of either party. In his review, the Superintendent (or designee) shall be free to assign another management employee to investigate the grievance and try to resolve the grievance prior to the Superintendent (or designee) rendering a decision. If the Superintendent (or designee) does not respond within the time limits provided, or if the grievant does not agree with the decision, the grievant may appeal to the next level.

12.5.3 Level III

In the event that the Grievant is not satisfied with the decision at Level III, within ten (10) days after receipt of the Level II decision, the grievant shall request on the appropriate form that a mediation meeting be scheduled. The meeting shall be scheduled as soon as possible among the Superintendent, the Association President, the Director of Human Resources, the Grievance Representative and the Grievant to determine if a resolution can be reached before going to arbitration. Should an agreement be reached, within ten (10) days, any agreement shall be reduced to writing and signed by both parties.

12.5.4 Level IV (Arbitration)

12.5.4.1 If the grievant is not satisfied with the decision at Level II, the Association, on behalf of the grievant may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent (or designee) for arbitration. This statement shall include a copy of the original grievance and appeal, the decision rendered and a clear, concise statement of the reasons for appeal. Upon receipt of an appeal, the Superintendent (or designee) shall, within ten (10) days, supervise the appointment of an arbitrator.

12.5.4.2 The California State Conciliation Service will be requested to supply a list of five persons who could serve as the arbitrator. From this list, each party to the grievance would proceed by striking one name from the list; each party to the grievance would then so continue alternately until one name remains who would then serve as the arbitrator. The first strike shall be determined by the flip of a coin.

12.5.4.3 The parties shall attempt to agree upon a statement of the issues to be submitted to the arbitrator. If the parties cannot so agree, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step, except for the issue of grievability. 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 the arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted.

12.5.4.4 After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall, within 30 days, prepare a written report for submission to the parties, stating the issues submitted, the facts presented, and the findings derived therefrom.

- 12.5.4.5 The findings of the arbitrator shall be limited to the specific issue or issues submitted pursuant to 12.5.2 above, and shall be based solely upon the evidence and arguments presented by the parties. The arbitrator shall not have any power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations and procedures of the District, nor to so recommend. No finding of the arbitrator shall be retroactive beyond the beginning of the last payroll prior to the ten-day period specified in Level I of the grievance procedure. The arbitrator shall have no power to render a finding on any grievance occurring before or after the term of the Agreement. The findings of the arbitrator shall be binding on both parties.
- 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.

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 an injury or 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- and consist of one member of each group(CSEA- California School Employee Association, ESP-Educational Support Personnel, SSEA- Shasta Secondary Education Association, Management, Confidential, Supervisory) with each site being represented by those members. The District Safety Committee shall meet at least three 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 The most recently Board approved salary schedule shall be Appendix A. It is recognized that in order to maintain unit members' movement on this schedule the District incurs costs for each year it is maintained. These costs can be calculated by comparing the total cost of unit members' salaries in the base year to the total cost of unit members' salaries in the following year, making adjustments for positions eliminated and positions added by deleting both from the calculation. *(Board approved 1/16/07)*

14.1.1.1 Appendix A provides a stipend for an AA degree and a stipend for a BA/BS degree. Unit members will provide proof of a degree by July 1.

14.1.1.2 Appendix A provides the following longevity increments: 3.5% at the completion of 6 years; an additional 4.25% at the completion of 10 years service in the District; an additional 5% at the completion of 15 years; an additional 5% at the completion of 20 years; and an additional 5% at the completion of 25 years.

14.2 Fringe Benefits

14.2.1 Participation in California's Valued Trust (formerly Central Valley Trust)

Unit members shall participate in the California's Valued Trust (formerly Central Valley Trust) pursuant to the Trust document and the participation agreement with the Trust. Both parties have waived the right to bargain any modification in medical benefits for the duration of the agreement by signing the Trust documents. 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 sole responsibility shall be the payments to California's Valued Trust, as listed in 14.2.2 below.

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 \$9,316 [\$7,316 prior base + \$1,500 for dental and vision + \$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.

14.2.2.1.1.1 For the 2003-2004 benefit year, if it is possible to terminate the District's program of group life insurance coverage, the Annualized Amount shall be increased by the savings to the District, an increase by an amount up to \$108.

14.2.2.1.2 For the 2003-2004 benefit year only, the District shall contribute an additional \$350 to this amount of at least \$9,316. Thus, for

the 2003-2004 benefit year the total District contribution for each full time unit member will be at least \$9,666 [\$9,316 + \$350 for 2003-2004].

14.2.2.2 2004-2005 Benefit Year

14.2.2.2.1 For the 10/1/04 to 9/30/05 benefit year (hereafter "2004-2005 benefit year), the District shall contribute an Annualized Amount of at least \$9,424 [\$9,316 from 2003-2004 + \$108 from life insurance] to the Trust for medical benefit coverage for each full-time employee.

14.2.2.2.1.1 For the 2004-2005 benefit year there will be no group term life insurance coverage. Therefore, the \$108 premium for such coverage has been added to the Annualized Amount to create a base of \$9,424. For the 2004-2005 benefit year only, this base of \$9,424 will be further adjusted by the addition to it of any increase in the cost of dental and vision care coverage for the 2004-2005 benefit year. In all future years this final adjusted base for 2004-2005 will be the Annualized Amount for unit member medical, vision, and dental coverage. (i.e., \$9,424 plus dollar amount of increase in cost of vision and dental coverage for 2004-2005 = 2004-2005's and subsequent year's Annualized Amount)

14.2.2.2.2 For the 2004-2005 benefit year only the District shall contribute an additional \$350 to the base amount of \$9,424. Thus, for the 2004-2005 benefit year the total District contribution for each full-time unit member will be at least \$9,774 [\$9,424 base + \$350 for 2004-2005 only]. The District will extend the \$350 through 9/30/07. The base of \$9,774 will include a COLA of 2.41% [\$9,774 + \$183.80 = \$9,957.80]. COLA is only applied to the medical cap. (Board approved 5/10/05)

14.2.2.3 2005-06 Benefit Year

For the 10/1/05 to 9/30/06 benefit year the District shall contribute an Annualized Amount of at least \$10,391.25, \$9,957.80 from 2004-05 + 4.23 COLA, applied to the medical only component plus an additional \$75 annually ongoing. The \$373.61 (the \$350 + COLA since 2003-04) is included in the \$10,391.25 and will continue through 9/30/07. This additional \$373.61 will sunset on 9/30/07. (Board Approved 5/10/05)

14.2.2.4 2006-07 Benefit Year

For the 10/1/06 to 9/30/07 benefit year the District shall contribute an Annualized Amount of at least \$10,918.51, \$10,391.25 from 2005-06 plus 5.92% COLA, applied to the medical component only. The \$395.71 (the \$350 plus COLA since 2003-04) is included in the \$10,918.51 and will continue through 9/30/07. This additional \$395.71 will sunset on 9/30/07. (Board approved 3/15/07)

14.2.2.5 2007-08 Benefit Year

For the 10/1/07 to 9/30/08 benefit year the District shall contribute an Annualized Amount of at least \$11,345.88, \$10,918.51 from 2006-07 plus 4.53% COLA, applied to the medical component only. The \$413.64 (the \$350 plus COLA since 2003-04) is included in the \$11,345.88 and will continue through 9/30/13. This additional \$413.64 will sunset on 9/30/13. *(Board Approved 3/15/07, 5/11/10)*

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

14.2.2.7 For 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. The District shall contribute to the Annualized Amount paid to the Trust, for the medical component only, by the percentage COLA received by the District.

14.2.3 Insurance Enrollments and Coverage

14.2.3.1 Dental Insurance

All full-time employees must be enrolled for dental insurance coverage. Coverage equivalent to the plan for eligible employees and their eligible dependents as of October 1, 1991, with coverage increased to \$2,000 annually and \$1,000 orthodontia coverage for adult and child at the 50/50 level of coverage shall be offered.

14.2.3.2 Vision Care Insurance

All full-time employees must be enrolled for vision care insurance coverage. Coverage equivalent to VSP Plan C, \$10.00 deductible shall be offered.

14.2.3.3 Medical Insurance

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.

14.2.4 Other Insurance Options

14.2.4.1 Group Term Life Insurance

For benefit year 2003-2004, the District will provide all full-time employees with group term life insurance coverage equivalent to the group term life insurance benefits which existed as of December 1, 1991. If, however, such insurance can be cancelled, the remaining premiums shall be added to the annualized amount defined in 14.2.2.1.1 above for the 2003-2004 benefit year only. For benefit year 2004-2005 and all subsequent benefit years, the District shall not provide any group term life insurance for unit members. See: Section 14.2.2.2.1.1 above.

14.2.4.2 IRS Section 125 Plan

The District will maintain 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.

14.2.4.3 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. Any re-opener related to benefits must be in response to the report of this committee.

14.2.5 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.

14.2.5 Domestic Partners

Effective March 1, 2000, the District will offer the domestic partner insurance coverage to active employees, so long as there is no additional premium to the District for doing so. (see 14.2.6.9)

14.2.6 Medical and Dental Insurance for Retirees and/or Disabilitants

14.2.6.1 In order to qualify for the District paid contribution for employees, the retiree/disabilitant must have at least 15 years of service in the District immediately preceding retirement/disablement and be at least age 50 at the time of retirement or disability. Any unit member 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. The District paid contribution for employees will be based on the prorating of the total number of hours paid per day in comparison to an 8 hour position

As with active employees, unit members who have held an assignment of six hours or more shall receive the same benefits of an eight hour per day/40 hour per week employee for that assignment school year. Any employee who held a position of less than six hours per day shall receive the district paid contribution in an amount prorated based upon the ratio of their employment to an eight hour (full time) employment. (see illustration) *(Board approved 5/11/10)*

The District paid contribution will cease when the retiree/disabilitant becomes eligible for either Medicare or MediCal, or when the retiree/disabilitant reaches the age of eligibility for Medicare or MediCal, whichever occurs first. *(Board approved 1/16/07)*

Example:

Year	Daily Hrs	Calendar Days	Yearly Hours	F/T Hours	F/T Days	F/T Hours	FTE
2006-2007	8	260	2080	8	260	2080	1.00
2007-2008	7.5	238	1785	8	238	1904	1.00
2008-2009	5.5	194	1067	8	194	1552	0.69
2009-2010	4	261	1044	8	261	2088	0.50
2010-2011	6.5	232	1508	8	232	1856	1.00
			4932			5536	0.89

14.2.6.2 The maximum dollar contribution by the District toward the purchase of retiree/disabilitant (including eligible dependents) health and welfare benefits for any fiscal year will be a prorata share of \$620,000 per fiscal year, 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 unit members 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	9,145,000
Total employees salaries	12,740,000
Ratio	.72
Allocation of .72 of \$620,000 to this unit	446,400

14.2.6.3 The District will contribute the maximum contribution for that year (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 principles. 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 years, 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 for each retiree/disabilitant. 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 Association information on a semi-annual basis regarding income and expenditures for the Fund.

- 14.2.6.4 For 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 the Agreement of the parties dated November 17, 1997, because they retired prior to the effective date of that Agreement and did not execute any agreement under which the retiree/disabilitant would be covered by the terms set forth in the agreement dated November 17, 1997.
- 14.2.6.5 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.
- 14.2.6.6 For purposes of this subsection, "health and welfare benefits" shall be defined as the medical, dental and vision benefits as established, modified, or terminated, as per the collective bargaining agreement, for then-current bargaining unit members represented by ESP 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 9 of the Agreement between the parties dated November 17, 1997. 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, shall be terminated upon the death of the retiree/disabilitant.
- 14.2.6.7 Retiree/disabilitants who have dual/spousal coverage may elect retiree only or disabilitant only coverage. Once this election is made, the retiree/disabilitant may 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. The prior spouse shall not be entitled to any benefits.
- 14.2.6.8 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 prior year P-2 by school site.

The following example is offered for illustration purposes only:

Total prior year ADA	4752
Reduction	ADA Current Year 1387
Ratio	.29
Reduction in \$620,000	\$179,800

- 14.2.6.9 For purposes of retiree/disabilitant coverage, effective March 1, 2000, domestic partners will be recognized as a dependent (not a spouse), and the retiree will be required to pay for the dependent coverage.

14.2.7 State Disability Insurance Plan (SDI)

Unit members 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 unit members 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

A member of the unit who is authorized in advance by the site administrator 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, unit members 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 their 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 \$2,500 per school year for the ESP Unit. The rate of reimbursement for college credit courses will be twenty-five dollars (\$25) per unit if not attending Shasta College, or the existing Shasta Community College per unit rate if attending Shasta College.

(Board Approved 3/10/2009)

14.7 Retirement Incentive

14.7.1 Eligible unit members 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 unit member must give written notice to the District at least six months before the effective date of the resignation from employment for retirement purposes. The unit member must also have been employed by the District for at least 15 consecutive years of service as of the date of the notice. *(Board*

14.7.3 The District will develop a retiree work program to enable retired employees to perform services for the District after retirement, subject to administrative approval. Prior to retirement, the retiree candidate shall notify the District of the tasks which the retiree is willing to perform. The District may contact the retiree when such tasks are available. A year-to year agreement may be developed to include minimum guaranteed work availability. Participation in the program shall be at management's discretion. The employee will be paid at step 1 of the ESP Salary Schedule. *(Board Approved 3/10/2009)*

14.8 Distinguished Educator Program

ESP bargaining unit members shall be granted additional salary for completing the District Leadership Sequence. Members must complete activities within five of seven categories to complete the sequence. Each category will have specific requirements, timelines, an approval process and evidence of attainment. The categories are: Academic Performance of Students, Coaching-athletics, music, drama, Community Involvement, Professional Growth Opportunities, Culture and Climate Building, School Operations, and Health and Fitness. See Classified Handbook for evidence of attainment details.

Members may use past performance in one of the seven areas. As prerequisites to entering into the sequence, members must be highly qualified according to NCLB, if applicable, and to have completed the District Leadership Academy.

In order to maintain Distinguished Educator status, unit members must meet qualifying criteria in at least one of the categories every four years.*(Board approved 3/15/07)* The Distinguished Educator status may not be obtained prior to July 2012. Necessary work towards this distinction will be presented for approval and documented prior to July 2012 or in preceding years in which the employee qualifies. *(Board approved 5/11/10)*

14.9 Leadership Academy Stipend

ESP 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 3/15/07)

Article 15

LAYOFF AND REEMPLOYMENT

- 15.1 In the event of a need to lay off or reduce hours of unit members, 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 Unit members shall be subject to layoff for lack of work or lack of funds. Whenever a unit member is laid off, the order of layoff within the job class shall be determined by time served. The unit member 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 unit member has served, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff.
- 15.2.2 For purposes of layoff as specified in Ed Code 45308, all paraprofessionals hired prior to July 1, 2000 shall be considered in a single class; all paraprofessionals hired on or after July 1, 2000 shall each be considered to be in the class of the unit member's individual job description. (For example: Title 1 paraprofessionals, Special Education paraprofessionals, etc.)
- 15.2.3 Notice of layoff and displacement rights, if any, shall be sent to all potentially affected unit members. Notices shall be by certified mail or by hand service. The notice shall contain the effective date of layoff, a statement of displacement and reemployment rights, a statement of seniority information, and reason for layoff.
- 15.2.4 Any unit member wishing to exercise their seniority to displace a less senior unit member, 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.
- 15.3 Seniority for Purposes of Layoff
- 15.3.1 Seniority shall be measured for each classification in which a unit member has obtained permanent status. For each classification seniority is time served in that classification plus time served in higher classifications. Time served shall be measured from first date of paid service in each classification. *(Board approved 1/16/07)*
- 15.3.2 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.
- 15.3.3 No seniority credit shall be earned during periods of unpaid separation from the District service, unless on leave for military service.
- 15.3.4 No seniority credit shall be earned for service during summer school unless the unit member has obtained permanency in the classification. If permanency has been obtained or was obtained earlier in the classification, then the summer school hours shall be included in the calculation of total hours of paid service. *(Board approved 1/16/07)*

- 15.3.5 In the case of two or more employees having identical seniority, the seniority shall be determined by lot.
 - 15.3.6 Upon request, the District shall provide seniority lists to the Association and all potentially affected unit members.
 - 15.3.7 Any challenges of seniority shall be mutually reviewed by the District and Association within ten business days of date of provision of seniority lists.
- 15.4 Reemployment and Other Rights
- 15.4.1 Laid off unit members shall be eligible for reemployment for a period of 39 months. Reemployment shall be in the reverse order of layoff.
 - 15.4.1.1 Whenever a vacancy occurs in a classification for which there is a reemployment list, the position shall first be offered to unit members currently working within 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.
 - 15.4.1.2 Such persons laid off have the right to apply and be interviewed for other positions within the District during the period of 39 months and the laid off unit member shall receive preference over applicants outside of the bargaining unit if the unit member qualifies through normal District hiring procedures and has qualifications comparable to the top acceptable candidates.
 - 15.4.2 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, pay range, a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the units member's signature.
 - 15.4.3 A unit member may refuse an offer of reemployment to a specific position for which the unit member is eligible; however, a refusal of two offers of reemployment to the classification from which laid off shall automatically result in 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.
 - 15.4.4 When a vacancy exists, a unit member may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such unit member is qualified to perform the duties of the position, and provided further that the District approves such demotion or reduction in time.
 - 15.4.5 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, 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.
 - 15.4.6 If the District utilizes substitutes, unit members 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 nor shall service as a substitute be included in credit towards seniority. *(Board approved 1/16/07)*

15.5 Miscellaneous Provisions

15.5.1 Insurance Benefits

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

15.5.2 Upon reemployment from layoff, the unit member will advance to the next step on the salary schedule on the ensuing July 1. Any unit member reemployed from layoff prior to July 1 shall advance to the next step on the salary schedule on July 1. No longevity step will be granted until the unit member has actually served the full number of years required for movement to the longevity step.

15.5.3 In the event of reemployment within 24 months of layoff, all sick leave accumulation shall be credited back to the unit member.

15.5.4 Unit members on the reemployment list who are employed in substitute or temporary assignments shall be afforded the rights described in Article 16.

Article 16

TEMPORARY ASSIGNMENTS AND SUMMER SCHOOL WORK

16.1 General Provisions

16.1.1 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 a unit member to work in the position. This temporary measure may not exceed 120 calendar days.

16.1.2 No seniority credit shall be earned for service in a temporary position or summer school service unless the unit member already has obtained permanency in the classification. If permanency has been obtained or was obtained earlier in the classification, then the time served in a temporary position shall be included in the calculation of total hours of paid service. *(Board approved 1/16/07)*

16.2 Temporary Short Term Assignments (20 or fewer consecutive days) and Summer School Assignments

16.2.1 Filling positions for a temporary short-term assignment of 20 or fewer consecutive days or for a summer school assignment will be at the discretion of the district. *(Board approved 1/16/07)*

16.2.2 Temporary Short Term Assignments

A unit member 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 unit member'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 5% increase in the unit member's regular compensation, whichever is greater.

16.3 Temporary Long Term Assignments (from 21 to 120 consecutive days)

16.3.1 Working within job classification

In the event that the District has temporary assignments, such assignments shall first be offered to unit members at the job site regularly serving in the job classification in which the assignment is to be performed. If no unit members apply for the position at the job site, the District will offer the position to other unit members.

Unit members performing temporary assignments in their regular job classification shall receive their regular rate of pay.

16.3.2 Working out of job classification

Definition: Working out of job classification occurs when an employee performs job duties that are inconsistent with their normal job classification.

16.3.2.1 In the event that the District is unable to fill a position within the job classification, preference will be given to qualified unit members outside of the job classification. *(Board approved 1/16/07)*

16.3.3 If no unit member applies for this position, it may be filled from outside the bargaining unit.

16.3.4 If the temporary position later becomes a vacancy, it shall be filled in accordance with the requirements of Article 10, except a two phase interview process shall be used. The first phase shall be for unit members. If it is determined that there is no qualified unit member, interviews of others including the person hired to fill the temporary position from outside the District may be conducted.

16.3.5 Unit member's pay while performing temporary work in a job classification outside their regular job classification will be paid at the rate equal to Step 3 of the appropriate salary range for the work out of classification assignment or a 5% increase in the unit member's regular compensation, whichever is greater.
(Board Approved 3/10/2009)

16.4 Selection process

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 unit shall be assigned to the position. If the most senior person is denied the position they may request a meeting with the hiring administrator to explain the *specific* reasons for denial. This meeting will occur within five business days of the request. If requested the reasons will be in writing.

16.5 Evaluation

The supervisor may evaluate the unit member in a temporary assignment and a summer school assignment. Upon request by the unit member, the district will provide an evaluation of performance for an assignment over 20 consecutive days. (Board approved 1/16/07)

16.6 Pay and Benefits

Pay and Benefits for temporary assignments shall be prorated. Part time unit members shall have their insurance benefits prorated upward for the entire period of the temporary assignment if the assignment exceeds 20 consecutive days. Holidays shall be provided in accordance with Article 7. Vacation shall be accrued in accordance with Article 8. Leaves shall be provided in accordance with Article 9. If the District elects to employ a substitute who is not a unit member, that substitute will not receive any benefits as specified in Article 8 and Article 9. Unit members hired for summer school shall be paid summer school wages and earn no additional benefits.
(Board approved 1/16/07)

16.7 Length of Assignments

Because of the unpredictable nature of temporary 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. A unit member shall be guaranteed a least 75% of the assignment. Unit members shall not have displacement rights with respect to temporary assignments.

16.8 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.

16.9 Transfer

Article 10, Transfers shall not apply to individuals holding temporary assignments.

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 concerns. Specifically, for the duration of this agreement, the parties agree to establish the following:

17.1 A Central Coordinating Committee, comprised of the Superintendent/designee and other administrators, the President of the Association/designee, and at least three other representatives, one from each site, will meet monthly during the school year. The committee will also include a staffing and fiscal affairs person from the Association to discuss the following issues:

- 17.1.1 Staffing at schools, class size, vacancies, part time employment split schedule, assignments, reassignments and transfers;
- 17.1.2 ADA generation problems and fiscal affairs; and
- 17.1.3 Relationship problems, and any non-bargaining problems of mutual concern.

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 unit members covered by this agreement.

18.4 Completion of Meet and Negotiations

Except as mutually agreed by the parties or as noted within 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.

Each and all of the parties hereto agree that each has had a full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of negotiations. The parties agree that this Agreement is intended to cover all matters within the scope of

representation, from the date of ratification hereof through June 30, 2011 ESP agrees that, with the exception of the re-openers specified in Article 18.5, the District shall not be obligated to meet and negotiate with respect to any subject matter within the scope of representation, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District and ESP at the time they met and negotiated on, ratified, and/or executed this Agreement, and even though such subject or matter was proposed and later withdrawn.

- 18.5 This Agreement shall remain in full force and effect from the date of ratification by both parties up to and including June 30, 2011 with re-openers for the 2009/2010 and 2010/2011 school years, salary and benefits and 2 additional items identified by each party.

EDUCATIONAL SUPPORT PERSONNEL - ESP

President

Date

SHASTA UNION HIGH SCHOOL DISTRICT

Superintendent

Date

Appendix A.1

Shasta Union High School District										
ESP Evaluation Rotation										
	1	2	3	4	5	6	7	8	9	10
	Formal	Formal	OFF	Formal	OFF	Formal	OFF	Formal	OFF	Formal
	<p><i>Note: years 1-2 remain the same with formal evaluations. After permanent status is achieved for 2 years, formal evaluations will begin every other year until year 10.</i></p>									
Years in Position	11	12	13	14	<p><i>Note: Years 11-42 are on a four-year rotation. Every other year is an off-year. Year 12 begins the option of a self-evaluation year.</i></p> <p><i>This cycle is based on time in a position. If a unit member changes positions the timeline starts over.</i></p>					
	OFF	SELF	OFF	Formal						
	15	16	17	18						
	OFF	SELF	OFF	Formal						
	19	20	21	22						
	OFF	SELF	OFF	Formal						
	23	24	25	26						
	OFF	SELF	OFF	Formal						
	27	28	29	30						
	OFF	SELF	OFF	Formal						
	31	32	33	34						
	OFF	SELF	OFF	Formal						
	35	36	37	38						
	OFF	SELF	OFF	Formal						
39	40	41	42							
OFF	SELF	OFF	Formal							