

C.S.E.A.

HELENDALE SCHOOL DISTRICT

Helendale Chapter #507

7/01/14 – 6/30/17 Contract

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ARTICLE I - RECOGNITION

- 1.1 **Recognition:** The District confirms its recognition of the California School Employees Association and its Helendale Chapter #507 (hereinafter "Association") as the exclusive representative for the classified bargaining unit as described herein.
- 1.2 **Exclusions:** Specifically excluded are all management, confidential and certificated employees.
- 1.3 **Inclusions:** All other classified positions not specifically excluded in section 1.2 above shall be included in the bargaining unit. See appendix A.
- 1.4 **New Classifications:** The District agrees that if subsequent to this Agreement it plans to create any new classification, it shall notify the Association of its plans, describe the classification(s), including the proposed job title, job description, salary ranges, and the designation of the classification if included or excluded from the bargaining unit.

ARTICLE II - DISTRICT RIGHTS

- 2.1 **Powers and Authorities:** 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. Included in, but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the method and means of providing them; establish its education policies, goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budgetary procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the district retains the right to hire, classify, assign, evaluate, promote, demote, suspend, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the district, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and direction in connection therewith shall be limited by the specific and express terms of this Agreement, and then to the extent such specific and express terms are in conformance with law and current Association contract.

Addendum: Failure of the District to insist upon strict compliance or performance of any of the terms and conditions of this Agreement shall not be deemed as a waiver of any rights or remedies the District may have for any subsequent breach of such terms and conditions.

- 2.2 Emergency: The District retains its right to rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees, in accordance with terms and conditions contained herein. An emergency shall be defined as an incident or condition over which the District has no control.
- 2.3 Use of Volunteers: The District retains the right to use volunteers in compliance with the requirements of the law to the extent that such practice does not cause layoff or reduction in hours of employment of unit members.

ARTICLE III - ASSOCIATION RIGHTS

- 3.1 Right of Access: Authorized Association representatives shall have the right of access to areas in which bargaining unit members work at reasonable times for the purpose of contacting bargaining unit members and transacting Association business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other district employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to announce his/her presence and state the approximate length of his/her visit and the bargaining unit members he/she intends to contact.
- 3.2 Use of District Facilities: The Association shall have the right to use without charge: institutional bulletin boards; mail boxes and the school mail system; District phones (excluding toll calls); copy machines; computers; institutional facilities and buildings. Such use shall not impair or interfere with the operation of the District nor shall the District bear any costs in connection therewith. Requests for the use of facilities shall be submitted on the regular District form provided for such use.
- 3.3 Bargaining Unit Information: The District shall furnish the Association with one (1) copy of all official Board packets excluding confidential information.
- 3.4 Distribution of Contract: Forty-five (45) days after this contract is ratified, the District shall provide to each bargaining unit member a copy of this Agreement.
- 3.5 Postings, Agenda and Notices: A copy of all Governing Board meeting agenda(s) and all job opening notices shall be sent to the Association President; such agendas and notices shall be posted at work locations agreed to by the Association and the District.

- 3.6 New Bargaining Unit Member Orientation: All newly hired Bargaining Unit Members must receive a biannual thirty (30) minute orientation with the Association President or designee on district paid release time for the purpose of educating the newly hired bargaining unit member on CSEA member benefits. Five (5) days prior to the meeting the Association President or designee must submit a list of the members to be trained and following the meeting the Association President or designee must submit proof of those attending the training. All newly hired bargaining unit members within thirty (30) calendar days from their date of hire shall also receive the District a “New Employee Packet” which shall contain the following:
- 3.6.1 Copy of this Agreement
 - 3.6.2 Insurance Booklet
 - 3.6.3 Bargaining Unit Member’s Job Description
 - 3.6.4 Notice of Assignment, which shall include:
 - a) Employees Name
 - b) School Year
 - c) Immediate Supervisor’s Name
 - d) Interim Supervisor’s Name
 - e) Evaluator’s Name
 - f) Number of Contract Days
 - g) Class
 - h) Step
 - i) Salary - Hourly and Monthly
 - j) Anniversary Date
 - 3.6.5 School Calendar
 - 3.6.6 CSEA membership packet, provided by CSEA
- 3.7 Seniority Lists: On an annual basis the District shall make available to the Association a seniority list of all bargaining unit members. Such list shall be complete up to and including August 31st of the current year. Seniority lists shall include, in addition to the bargaining unit member’s name and seniority, the employee’s current classification and job site.
- 3.8 The Association President or his/her designee shall be provided release time during the fiscal year to be utilized for Association business, including but not limited to meetings with the District involving the representation of bargaining members in labor-management issues of three (3) days per fiscal year at no loss of pay or benefits in addition to three (3) days at no loss of pay or other benefits to attend CSEA conferences for the duration of the agreement. Total yearly utilization of release days will be reported to the superintendent no later than June 30 each year.
- 3.9 Organizational Security: This Article protects the rights of individual employees without restricting CSEA’s right to require every bargaining unit member, except those who are exempt from these provisions, to pay a fair share service fee.

- 3.9.1 Except, as expressly stated herein, all Bargaining Unit Members who do not maintain membership in good standings in CSEA are required as a condition of continued employment to pay service fees to CSEA, in the amounts that do not exceed the periodic dues of CSEA, for the duration this agreement.
- 3.9.2 Bargaining Unit Members shall not be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the bargaining unit member first comes into the bargaining unit.
- 3.9.3 Any unit member who is not a member of the Association or who does not make application for membership in the Association within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fair share service fee in an amount equal to that amount permitted by law.
- 3.9.4 In the event that a unit member does not pay such a fee directly to the Association (CSEA), or authorize payment through payroll deduction, the Association may, in writing, request that the employer shall immediately begin automatic payroll deduction as provided in Education Code Section 45061. There shall be no charge to the Association for such mandatory fair share service fee deductions.
- 3.9.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to join, maintain membership in, or pay service fees to CSEA shall not be required to join, maintain membership in or financially support an employee organization as a condition of employment. However, such bargaining unit members shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to a non-religious, non-labor charitable organization exempt from taxation under section 501 © (3) of Title 26 of the United States Internal Revenue Code. No exemption is authorized unless the bargaining unit member makes a written request to CSEA's Legal Department, and the employer receives notification from CSEA that the exemption has been verified by CSEA.
- 3.9.6 The employee organization is authorized to charge any unit member making "in lieu of payments" in accordance with Government Code Section 3546.3, and who requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf for the reasonable cost of such procedures.
- 3.9.7 The representation fee to be collected from non-Association members shall be the amount authorized by Section 3540.1 of the California Government Code.
- 3.9.8 CSEA has the sole and exclusive right to employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.

- 3.9.9 The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from wages of all employees who are members of the bargaining unit.
- 3.9.10 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 3.9.11 The employer shall deduct and pay to CSEA service fees for each bargaining unit member who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the district office that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.
- 3.9.12 The employer agrees to remit such service fees and deductions monthly to CSEA accompanied by an alphabetical list of unit members and home addresses, for who such deductions have been made, indicating new employees as required by Government Code Section 3546 (f).
- 3.9.13 The association's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this article that, as a condition of employment in the Helendale School District, such unit member must either become an Association member, pay a fair share service fee, or establish an exempt status and make payment pursuant to the provisions of this agreement.
- 3.9.14 No individual unit member may file a grievance regarding any administration of article 3.9, Organization Security. Any dispute as to the amount of the fair share service fee shall be resolved pursuant to the regulation of the Public Employee Relations Board.
- 3.9.15 The Association and CSEA agree to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all cost, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of an in connection with this article.

ARTICLE IV - BARGAINING UNIT MEMBER RIGHTS

- 4.1 Personnel Files: Bargaining unit members shall have a personnel file which shall be district employees shall be directed to the Superintendent or his/her designee. The following conditions shall apply to personnel files:
- 4.1.1 Rights to Inspect: Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which:

- a) were obtained prior to employment of the person involved;
- b) were prepared by an identifiable examination committee;
- c) were obtained in connection with a promotional exam.

4.1.2 Unit members shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

4.2 Derogatory Information: Information of a derogatory nature shall not be entered or filed unless the affected bargaining unit member is given ten (10) working days notice in writing of such material being filed. A bargaining unit member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Review and response of derogatory material shall take place during normal business hours, and the bargaining unit member shall be released from duty for a period of not more than one hour for the purpose of reviewing and responding without any loss of salary or benefits.

4.3 Any material of a derogatory nature contained in a personnel file shall be signed by the preparer and the employee in question. If the employee refuses to sign the document his or her refusal shall be noted on the document. In the event material of a derogatory nature is found, upon inspection of a personnel file, which has not been signed by the employee or does not include a notation that the employee refused to sign the material, then the material shall be removed from the file immediately.

4.4 Right to Photocopies: Photocopies of the bargaining unit member's personnel file shall be made available to the bargaining unit member, or his/her designee, upon written request at a rate of ten cents (\$.10) per copy.

4.5 Signing and Dating Materials: Any and all materials placed into the bargaining unit member's personnel files by a supervisor shall be signed and dated by the supervisor entering such material.

ARTICLE V - HOURS, OVERTIME AND EXTRA DUTY

5.1 Hours: A regular work week for a full-time member shall be forty (40) hours, five (5) consecutive days, and a regular work day shall be eight (8) hours exclusive of lunch unless otherwise agreed between the parties. This article shall not restrict the extension of the regular work day or work week on an overtime basis when necessary to carry on the business of the District.

5.2 Overtime: The District shall provide compensation or, at its discretion, compensatory time off, at a rate equal to one and one half (1-1 1/2) times the regular rate of pay. Overtime is any time required to be worked in excess of eight (8) hours in any one (1) work day or any time in excess of forty (40) hours in any work week. Any time in paid status shall be considered time worked for the purposes of computing over-time.

5.2.1 Extra Duty: When an employee is asked to work additional time by their supervisor, the employee notifies the supervisor of the desired form of compensation between comp-time or regular salary (as described in section 5.2 above). When the employee proposes working additional time, the supervisor shall determine the means of compensation between comp time and salary and notify the employee of that means prior to agreement and final approval.

5.2.2 Staff Meetings: All employees shall attend one (1) paid hour per month school staff meetings as designated by the principal by the last Friday in August of each school year. The 2016-17 school year shall begin with the January 2017 staff meeting.

5.3 Overtime Distribution: The designation and authorization of overtime shall be determined by the District. The assignment, when administratively practicable, shall be rotated among those unit members who are qualified and capable of performing the required work.

5.4 Lunch Break: All unit members who are on duty for four (4) consecutive hours shall be assigned an uninterrupted lunch period. The length of time for lunch shall be no longer than one (1) hour nor less than thirty (30) minutes and, when feasible, shall be scheduled at or about the mid-point of each work shift or a mutually agreed upon time to be scheduled by their immediate supervisor.

5.4.1 Rest Period: All bargaining unit members assigned to work 3.5 to 4 consecutive hours per day shall be entitled to a paid ten (10) minute rest period per day to be taken as close to the midpoint of his/her shift as feasible or mutually agreed upon time to be scheduled by their immediate supervisor.

Bargaining unit members working more than four (4) consecutive hours per day shall be entitled to a paid fifteen (15) minute rest period for each consecutive four (4) hour work period. The rest period shall be assigned by the immediate supervisor at or near the midpoint of each four (4) hour period or mutually agreed upon time.

Rest periods may not be combined to shorten workdays, change starting or ending times or to extend lunch breaks.

5.5 Call-Back Guarantee: Bargaining unit member called back to work outside their regularly scheduled work day shall receive a minimum of two (2) hours overtime compensation.

5.6 Pay and Allowances: When an employee is required to work out of classification they shall have their salary adjusted upward as provided in Section 45110 of the Education Code. (Required to work out of classification for 5 days)

5.7 Starting and Ending Times: The District retains the right to make changes in the starting/ending times of a unit member's assignment so long as such changes are

not of more than one hour and do not decrease a unit member's hours of employment. Such changes shall not be made in an arbitrary or capricious manner. The District shall give due consideration to the legitimate needs of the employee before making any such changes. Bargaining unit members may be allowed, with pre-approval of their supervisor and the concurrence of CSEA, to temporarily adjust the hours of their workday, as long as the hours are reconciled by the end of each work week; provided however, reconciling hours may not result in a conflict with state and/or federal laws relating to the payment of overtime.

- 5.8 Special Education Drivers' daily hours are determined by the needs of the student assigned to be transported. (Drivers are not guaranteed hours of employment during periods of time when school is not in session, or extended periods of absence of assigned student(s)). The District will guarantee each special education driver the normal time required to transport their assigned students. Drivers are guaranteed their normal time when transporting at least one of their assigned students. If there are no students to drive and the driver is notified at least four (4) hours ahead of the time, they are guaranteed one (1) hour of time, or they may elect to not work, in which case, they will not be paid. If they do not receive a minimum of four (4) hours notification they are guaranteed their normal driving time performing minor maintenance and cleaning of their vehicle.

ARTICLE VI TRANSFER AND PROMOTION

- 6.1 Posting of Notices: Notices of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each District work site.
- 6.2 Posting Period: The job vacancy notice shall be posted in house for a period of three (3) full working days during which time only permanent bargaining unit members may file for the vacancy by a written notice to the superintendent or his/her designee. Any bargaining unit member who will be on break, leave or layoff during the period of the posting shall be called, emailed and sent a copy of the notice by first class mail on the date the position is posted. If there are no qualified candidates the posting shall be posted externally. Probationary employees may compete for vacancy along with outside candidates.
- 6.3 Posting Contents: The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 6.4 Filing: Any employee in the bargaining unit who has completed his/her initial six (6) month probationary period with the district, may file for a vacancy by submitting written notice, e-mail followed by a hard copy, or fax to the superintendent or his/her designee within the filing period.

6.5 Transfer: A transfer is defined as a lateral movement from one job classification as listed on the Classified Salary Schedule to the same job classification in the same or any other office, site, department including an increase in hours in the same position. Transfers shall be made on a 30 day conditional basis. At any time during the “conditional period” the supervisor, or the unit member can decide to return the bargaining unit member back to his/her previous position.

6.5.1 Involuntary Transfers – Involuntary transfers may be implemented by the District if necessary to meet the needs of the District. An involuntary transfer will not be implemented as a punishment measure but may be utilized in conjunction with a performance improvement program if felt to be essential in alleviating performance problems. Notification and reason for transfer must be submitted in writing to any unit member subject to involuntary transfer. An involuntary transfer of a unit member made during the year shall not result in the loss of compensation, seniority, or fringe benefit for the remainder of the fiscal year. In the event the District identifies a need to adjust staffing ratios at school sites due to changes in student populations or program changes, vacancies shall be filled in accordance with the following process:

6.5.1.1 The District shall provide reasonable notice to CSEA of proposal to transfer Bargaining Unit Member.

6.5.1.2 The District may post positions of the understaffed school sites for voluntary transfers after discussion with CSEA.

6.5.1.3 In the event all positions are not filled through voluntary transfers they may be filled by involuntarily transferring the junior employee in the effected classification at the school site to the vacant position.

6.6 Promotion: The term “promotion shall mean assigning a bargaining unit member into a position which has a salary range higher than that of their current assignment. Any employee in the bargaining unit receiving a promotion shall be moved to the appropriate range and step of the new classification that would provide an increase in salary. Promotions may be made within or outside the bargaining unit member’s current class. At any time during the “conditional period” the supervisor, or the unit member can decide to return the bargaining unit member back to his/her previous position. A bargaining unit member must meet minimum qualifications as outlined in the job description and pass any required testing in order to be eligible for the vacant position.

- 6.7 Vacant Positions: All applicants shall be paper screened and tested unless he/she has held the position previously. Only the top candidates shall be eligible for an interview. If the top candidates after interview are a bargaining unit member and an outside candidate who both possess substantially equal qualifications (including abilities, skill, knowledge and qualifications contained in the job description) the candidate who is currently employed by the District shall be assigned to the vacant position on a 30 day conditional period. If the top candidates after interview are two or more bargaining unit members who possess equal abilities, skills, knowledge and qualifications, the most senior candidate shall be placed in the vacancy on a thirty (30) day conditional period.

ARTICLE VII - PAY AND ALLOWANCES

- 7.1 Salary: The classified salary schedule, Appendix "B" shall reflect an increase at 4% at each step and column effective July 1, 2016.
- 7.2 Longevity: Bargaining Unit Members shall receive longevity increments according to sub sections 7.2.1 through 7.2.4. Such increments shall be based on the Bargaining Unit Member's date of hire with the district. Bargaining Unit Members hired on the first through the fifteenth of the month shall receive the applicable increment on the payroll of the next month following completion of the required year of service. Members hired on the sixteenth through the last day of the month shall receive the applicable increment on the payroll of the second month following completion of the required year of service. The regular rate of pay shall reflect longevity increments as provided herein:
- 7.2.1 Bargaining Unit Members who have completed nine (9) years of service shall receive (approximately 4%) increased over base salary, effective as described in 7.2 above
- 7.2.2 Bargaining Unit Members who have completed fifteen fourteen (14) years of service shall receive (approximately 5%) increase over base salary, effective as described in 7.2 above
- 7.2.3 Bargaining Unit Members who have completed nineteen (19) years of service shall receive (approximately 7%) increase over base salary, effective as described in 7.2 above
- 7.2.4 Bargaining Unit Members who have completed twenty-four (24) years of service shall receive (approximately 10%) increase over base salary, effective as described in 7.2 above
- 7.3 Paychecks: All regular paychecks of bargaining unit members shall be itemized as performed by San Bernardino County Schools Office. Such itemizations shall include, but not be limited to, vacation and sick leave, accrual may be one (1) month in arrears.

- 7.4 Frequency Once Monthly: All bargaining unit members shall be paid once per month payable as soon as received by the supervisors, but no later than the end of the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday; if the normal pay date falls on a Saturday or Sunday, the paycheck shall be issued on the last working day preceding the normal pay date.
- 7.5 Payment Option: Bargaining unit members working less than twelve (12) months per year shall have the option of being paid in either ten (10) or twelve (12) equal payments per year.

All bargaining unit members may elect to have their paychecks deposited in their bank via electronic fund transfer.

- 7.6 Payroll Errors: Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit member payroll or in the payment of any bargaining unit members salary, the district shall, within (5) five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. Should any payroll error result in an overpayment to a unit member, the District shall meet with the unit member and work out a repayment schedule agreeable to both parties.
- 7.7 Tools: Bargaining unit members shall not be required to furnish any tools or equipment in the course of their employment unless otherwise agreed to between the District and the Association.
- 7.8 Safety Equipment: The District agrees to make every reasonable effort to provide appropriate safety equipment and the bargaining unit member shall be required to utilize all necessary equipment furnished and the unit member and the district shall abide by the safety rules and regulations of CAL-OSHA.

ARTICLE VIII - LEAVES

- 8.1 Bereavement Leave: Employees shall be granted a leave, with full pay, in the event of the death of the employee's immediate family as enumerated. The leave shall be for five (5) days if death of immediate family member occurs.
- 8.1.1 Definition of Immediate Family: Member of the immediate family means mother, father, mother-in-law, father-in-law, grandmothers, grandfathers, grandchildren of the employee or of the spouse of the employee, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee, step-parent, step-child, brother or sister in-law, aunt, uncle, domestic partner, niece, nephew or any relative or significant other living in the immediate household of the employee. Documentation may be required on a case by case basis.

- 8.2 Sick Leave: Bargaining unit members shall receive sick leave at the rate of one day per month. Leave herein shall be cumulative from year to year.
- 8.2.1 Proration of Part-Time Employees: Bargaining Unit Members who work less than eight (8) hours per day shall be entitled to the proportional amount of sick leave as the number of hours worked per day bears to eight (8).
- 8.2.2 Notification of Absence: Notification of absence must be made to the Bargaining Unit Member's supervisor or designee no less than two (2) hours prior to the Bargaining Unit Member's starting time. In cases other than illness or emergency, Bargaining Unit Members must report a need for absence three (3) days in advance and failure to follow this process allows the district to deny the absence request. A person who becomes ill during the work shift or who must leave the work site without prior authorization shall **contact** the immediate supervisor or site administrator.
- 8.2.3 Notification of Return: A Bargaining Unit Member on sick leave must, notify his/her immediate supervisor prior to the end of the unit member's normal work assignment of his/her intent to return to work. If no contact is made, and a substitute is acquired, the Bargaining Unit Member will remain on sick leave until such time notification is made.
- 8.2.4 Leave Verification: When a Bargaining Unit Member is on sick leave due to illness or injury for a period of three (3) or more consecutive work days, the District may, for legitimate District reasons and upon written request, require the Bargaining Unit Member to present a doctor's certificate verifying the personal illness or injury, and/or, an authorization to return to work.
- 8.2.5 Weekly Notification: After a period of six (6) consecutive days of absence due to illness or injury, the Bargaining Unit Member shall notify the District on a weekly basis of his/her condition and of the estimated date of return.
- 8.2.6 Pay for Leave: Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness or in any absence.
- 8.2.7 Credit for Sick Leave: At the beginning of each fiscal year, the full amount of sick leave granted under this Agreement shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and sick leave may be taken at any time during the year. Upon termination of an employee, the District shall collect for sick leave that has been taken by the employee, but has not been earned by the rendering of service.
- 8.2.8 Absence During Pregnancy: Absence during pregnancy, for which the employee's physician certifies that the employee due to said pregnancy cannot perform regularly assigned duties, shall be treated as illness absence.

- 8.2.9 Unused Sick Leave: Any sick leave benefits earned but unused at the date of retirement, shall be converted to retirement credit in accordance with Government Code Section 20862.5, or its successor.
- 8.2.10 Sick Leave Any bargaining unit member who does not use any sick leave during a fiscal year shall be credited with two additional days of sick leave at the end of the fiscal year. If the bargaining unit member uses one day of sick leave during a fiscal year, he/shall be credited with one additional day of sick leave.
- 8.3 Industrial Accident Leave: In addition to any other benefits that a Bargaining Unit Member may be entitled to under the Worker's Compensation laws of this state, Bargaining Unit Members shall be entitled to the following benefits:
- 8.3.1 Sixty Day Leave: A Bargaining Unit Member shall be entitled up to a maximum of sixty (60) days or paid leave of absence in any one fiscal year as a result of the same industrial accident or industrial illness. This leave shall not be accumulated from year to year, and when said leave shall overlap a fiscal year, the employee shall be entitled to only that amount of the sixty (60) days remaining at the end of the fiscal year, for same injury in the next fiscal year.
- 8.3.2 Coordination of Payments: The total of the Bargaining Unit Member's temporary disability indemnity and the portion of salary due him/her during the absence shall equal his/her full salary.
- 8.3.3 Return to Work: The Bargaining Unit Member shall be deemed to have recovered from an industrial accident or industrial illness and thereby able to return to regular duties at such time as the Bargaining Unit Member's physician so indicated in writing and when that written statement is accepted by Worker's Compensation.
- 8.3.4 Definition: An industrial accident or industrial illness as used in this Agreement means any injury or illness whose cause is a result of service for the District.
- 8.3.5 Salary Deductions: For any Bargaining Unit Member who is absent as a result of an industrial accident or industrial illness, the benefits provided in this section are to be utilized prior to and separate from illness leave benefits. The District shall not deduct sick leave for a period not exceed sixty (60) days for any unit member who is absent as a result of an industrial accident or industrial illness.

8.4 Extended Sick Leave: When an employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due said employee for any month in which the absence occurs, shall not exceed the sum which is actually paid a substitute employee to fill the absent employee's position during absence. The district will notify an employee in writing of the leave allowed by the federal Family Medical Leave Act of 1993 within the first 40 days of extended sick leave. After notification the leave allowed by the federal Family Medical Leave will run concurrently.

8.4.1 After all leave is exhausted an employee must do one of the following:

- a. return to work
- b. file a request for paid or unpaid leave of absence to the Board of Trustees
- c. be placed on a 39 month rehire list

8.5 Child Rearing Leave: Upon request, the District may provide a Bargaining Unit Member, who is a natural or adopting parent, unpaid leave of absence for the purpose of rearing the Bargaining Unit Member's infant, as provided herein below:

8.5.1 Length of Leave: Leave provided herein shall not exceed one (1) year, but may be less than one (1) year, and shall be subject to the provisions in section 8.8 herein.

8.5.2 Notification: The Bargaining Unit Member shall notify the District requesting such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

8.5.3 Marital Status: A Bargaining Unit Member shall not have to be married to qualify for benefits provided by this section.

8.5.4 Insurance Coverage: Any Bargaining Unit Member who has been granted a child rearing leave may participate in the District insurance programs provided he/she pay, on a monthly basis, the cost of the premiums for such insurance.

8.5.5 Returning From Leave: Each Bargaining Unit Member shall be returned to the same position or equivalent held prior to the child rearing leave. The Bargaining Unit Member will notify the District four (4) weeks prior to return from leave.

8.6 Personal Necessity Leave: A Bargaining Unit Member may elect to use sick leave, not to exceed seven (7) days per fiscal year, for personal necessity for any of the following:

- a. The death or illness of a member of the Bargaining Unit Member's immediate family.
- b. As a result of an accident involving a Bargaining Unit Member's person or property or the person or property of his/her immediate family.

- c. When resulting from an appearance in any court or before any administrative tribunal as a litigant party, or witness under subpoena or any other order made with jurisdiction, except as provided.

Two (2) of the seven (7) personal necessity days may also be taken without prior approval from the District, provided all the following conditions are met:

- a. The Bargaining Unit Member must give the District Office at least three (3) working days notice prior to the leave day.
- b. The reason for such leave must relate to important personal business which cannot be attended to during non-duty hours.
- c. No more than two (2) unit members may be absent on such leave during any one (1) duty day.

8.7 Paid and Unpaid Leaves: A Bargaining Unit Member may request a paid or unpaid leave of absence for a maximum of one (1) year, subject to District approval, except for military leave as provided for in this agreement and Education Code.

8.7.1 Return From Unpaid Leave: A Bargaining Unit Member returning to work from an unpaid leave shall be reinstated to the position or equivalent from which he/she held prior to the leave and without any loss of salary and benefits. A request by the Bargaining Unit Member to return to work prior to the expiration of his/her leave, shall be granted within thirty (30) days of the request.

8.8 Maternity Leave: The District may provide for unpaid leave of absence from duty for any Bargaining Unit Member who is required to be absent from duties because of their pregnancy, miscarriage, childbirth and recovery therefrom.

8.8.1 Length of Maternity Leave: The length of leave of absence under this section, including the date on which the leave shall commence and the date on which the Bargaining Unit Member shall resume regular duties, shall be determined by the bargaining Unit Member's physician with notification given to the Superintendent or his/her designee.

8.8.2 Disability: Disabilities caused or contributed by the Bargaining Unit Member's pregnancy, miscarriage, childbirth and recovery there from are temporary disabilities and shall be treated as such under illness leave available in connection with employment by the District.

8.8.3 Marital Status: A Bargaining Unit Member shall not have to be married to qualify for benefits provided by this section. Any Bargaining Unit Member shall have the right to utilize illness leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.

8.9 Leave of Absence for Jury Duty: Leave of absence for jury service must be granted to any classified employees who have been officially summoned to jury duty in local, State or Federal Court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on jury duty. The employee must turn into payroll all Jury Service Fees. Any meal, mileage and or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Request for jury service must be made by presenting the official court summons to jury service to the immediate supervisor. Employees must submit the pink slip to the immediate supervisor, or designee upon completion of jury duty for dates required.

8.10 Military Leave: A Bargaining Unit Member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

8.11 Vacation: Vacation days for classified employees who have worked six (6) months or longer are to be calculated as follows:

<u>Service in the District</u>	<u>Number of vacation days accrued</u>
Six months through three years	1 day per month
Four years through five years	1 1/4 days per month
Six years through nine years	1 1/2 days per month
Ten years and over	1 3/4 days per month

8.11.1 Vacation Accrual: Vacation days may be accrued to a total not to exceed that which can be earned in a twenty-four (24) consecutive month period. When accrued amount reaches that which can be earned in a twenty-four (24) month period the employee will be paid back to the level they could have earned at the end of eighteen (18) consecutive months. The Bargaining Unit Member shall be paid at his/her current salary, via a separate pay warrant. Requests for pay-out of accrued vacation prior to June 30 will only be allowed one time per year.

8.12 Holidays: The official District holidays are set forth in Appendix C.

8.12.1 When a holiday falls during the scheduled vacation of any Bargaining Unit Member, such unit member shall be paid for each holiday falling within that period and such holidays shall not be charged against vacation leave. When a holiday falls on a Saturday, the previous Friday shall be deemed that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed that holiday.

ARTICLE IX - HEALTH AND WELFARE BENEFITS

- 9.1 Medical, Dental, Vision and Life Insurance: Effective July 1, 2016 the District's maximum contribution shall be \$15,900 or equal to the District contribution to the Certificated Bargaining Unit following certificated negotiations but not less than \$15,900. Medical insurance, dental insurance, vision insurance and life insurance will be given to all Bargaining Unit Members who are employed for five (5) or more hours per day. The following modifications California Valued Trust (CVT) multi-plan designs:
- a. Employee/Family Medical Insurance
 - b. Employee/Family Dental Insurance (Delta Dental)
 - c. Employee/Family Vision Insurance Vision Service Plan
 - d. Life Insurance (\$30,000.00)
- 9.2 The district and association will participate in a Health and Welfare benefits committee made up of at least one association appointed committee member from each site.

Addendum - The District agrees that it will notify CSEA at least 60 days prior to any anticipated future increases in health and welfare benefit costs so that negotiations can be completed prior to the implementation of any increase.

ARTICLE X – GRIEVANCE PROCEDURE

- 10.1 Definitions: The following definitions shall apply to this Article:
- 10.1.1 Grievance: A “Grievance” is a formal written allegation by a grievant that a violation of this Agreement has occurred.
 - 10.1.2 Grievant: A “Grievant” may be any Bargaining Unit Member or the Association who alleges a violation of this Agreement.
 - 10.1.3 Day: A “Day” is any day in which the District Central Office is open for business.
 - 10.1.4 Immediate Supervisor: The “Immediate Supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant, or, in the case of the Association being the grievant, the lowest level Administrator having authority to adjust the grievance.
 - 10.1.5 Association Representative: The “Association Representative” may be any member of the Association or the Association Field Staff Personnel, so designated by the Association to process grievances.
- 10.2 The failure of the grievant or the grievant's representative to act within the prescribed time limit stated in this article will act as a bar to any further appeal. The failure of the District or its agent to give a decision within the time limits shall permit the grievant to proceed to the next step.

10.3 Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held, insofar as possible, during regular working hours, but at times that are as least disruptive as possible to the instructional program. When such hearing and conferences are held at the request of the District during the regular workday, all unit members whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. The District will not release without loss of pay more than one representative per grievance.

10.4 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

10.5 Formal Level:

10.5.1 Level One: Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may proceed to Level Two (10.4.2) of this Article.

10.5.2 Level Two: If the grievant is not satisfied with the written decision at Level One, or the lack thereof, the grievant may with ten (10) days appeal the decision on the appropriate form and send it to the Superintendent or designee.

This level shall include a copy of the original grievance and the decisions rendered at level one, and a clear, concise statement of the reasons for the appeal.

The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits, the grievant may proceed to Level Three of this Article.

10.5.3 Level Three: Within ten (10) days after receipt of the Level Two response, the association may submit the matter to mediation. Upon receipt of the request, the Association shall submit to the California State Conciliation Service a written request for the services of a state mediator.

The function of the Mediator shall be to assist the parties to achieve a mutually satisfactory resolution to the grievance. The Mediator shall schedule a mutually agreeable time for the purpose of resolving the matter.

If a satisfactory resolution is achieved, both parties to the grievance shall sign a written agreement and thus waive the right of either to further appeal the grievance.

The mediation step may be waived by mutual consent of the parties. If no agreement to settling the grievance is reached within ten (10) days following the first meeting with the Mediator the grievance may be appealed to Level Four.

The terms of offers, statements or discussions made during mediation may not be used in subsequent steps.

10.5.4 Level Four: If the Association has not requested the Level Three Mediation process and/or the grievance remains unresolved, the grievant may file a written appeal to the Governing Board. All information presented at Level One and Level Two shall be included with the appeal. An appeal hearing shall be held at the next regularly scheduled Board meeting which falls at least twelve (12) days after the appeal is filed. This hearing shall be held in closed session if the grievance relates to matters properly addressed in closed session. The Board shall make its decision within thirty (30) days of the hearing and shall mail the decision to all concerned parties. The Board's decision shall be final and shall be deemed to have exhausted all administrative remedies.

10.6 Association Rights: In addition to the rights given a grievant under this section, the Association shall be afforded the following additional rights:

10.6.1 Release Time: The Association shall be given reasonable time for Bargaining Unit Members(s) designated as "Association Representative" to investigate grievances during normal working hours provided however that said grievance investigation shall not disrupt the operation of the District.

10.6.2 Filing Grievances: Only those designated as "Association Representative(s)" may file a grievance on behalf to the Association.

10.6.3 Documents: If the Association is not a party in a grievance proceeding, the District shall provide a copy of all grievances submitted and responses thereto, and shall further provide a statement of settlement reached, if any, between the District and Grievant. Such settlement shall have no precedent.

10.6.4 Determination to Proceed: The Association retains the right to determine if a grievance filed under this Agreement shall proceed to Level Three (3) of the grievance procedure.

ARTICLE XI - LAYOFF AND RE-EMPLOYMENT

- 11.1 Negotiability: The Association retains the right, in the event of an actual or proposed layoff, to negotiate those items which lawfully can be negotiated pursuant to applicable laws. Nothing herein shall preclude the Association from negotiating benefits which may provide more than is provided by this Article in the event of a layoff. In case of a reduction of hours the District and the Association shall meet prior to the date the notices are sent and negotiate the decision and the effects of the layoff as provided in Section 3543.2 of the Education Employment Relations Act. In case of abolishment of a bargaining unit position the parties shall negotiate the effects of the layoff.
- 11.2 Layoff: The District reserves, retains, and is vested with the right to lay off employees for any reason allowed by law. In the exercise of this right, the District makes the determination as to the positions to be eliminated.
- 11.3 Notice: Unit members shall be given notice of layoff by personal service or registered mail at least sixty (60) calendar days prior to the effective date of the layoff, and shall be informed of their rights under this Article and applicable law. The notice of layoff provided herein shall include, but shall not be limited to, a copy of this Article, relevant Board Policy pertinent to layoff and reemployment, and applicable statutes. Copies of said notices shall be sent to the Association. The Association shall also be given a current seniority list of all bargaining unit members.
- 11.4 Order of Layoff: Any layoff shall be effected within a class. The order of layoff shall be based seniority by hire date with the District.
- 11.5 Bumping Rights: Bumping rights of Bargaining Unit Members shall apply after determination of seniority in a class. Bargaining Unit Members who are subject to layoff shall exercise bumping rights into any classification within a current or previously held class, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal or lower than that classification in which the employee is serving.
- 11.6 Equal Seniority: In the case of two or more Bargaining Unit Members having the same length of service, the order of layoff of such employees shall be determined by lot.
- 11.7 Reemployment Rights: Bargaining Unit Members who have been laid off are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. In addition, any Bargaining Unit Member who has bumped into a lower classification and/or has taken voluntary reduction in hours in order to avoid layoff shall have the same reemployment rights, however, it shall be for a period of sixty-three (63) months

- 11.8 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the Bargaining Unit Member, and a copy shall be sent to the Association by the District.
- 11.9 Employee Notification to District: A Bargaining Unit Member shall notify the District of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the Bargaining Unit member accepts reemployment, the Bargaining Unit Member must report to work within ten (10) working days following receipt of the notification of reemployment. To maintain his/her eligibility on the reemployment list, in the case of a refusal the Bargaining Unit Member must notify the District within five (5) days from receipt of the reemployment notice.
- 11.10 Reemployment in Highest Class: Bargaining Unit Members shall be reemployed in the highest rated job classification available in accordance with the class seniority. Bargaining Unit Members who accept a position lower than their highest former classification shall retain their original reemployment rights to the higher classification, except that in such cases the Bargaining Unit Member shall have his/her thirty-nine (39) month reemployment right extended to a sixty-three (63) month period from the date the layoff was effective.
- 11.11 Retirement in Lieu of Layoff: Any Bargaining Unit Member eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this Agreement, provided written notification is given to the District of such election.
- 11.12 Definitions: The following definitions shall apply to this Article:
- 11.12.1 Class: The term “class” shall be defined as a group of positions (classifications) within a job occupational family which have common characteristics and which are ranked according to a job family.
- 11.12.2 Classification: The term “classification” shall be defined as a position within a class which has a designated title, specific duties, responsibilities, and minimum qualifications and which has a designated salary range established for each position within a class.
- 11.12.3 Bumping: The Term “Bump” or “bumping” shall be defined as the Bargaining Unit Member’s right to displace an existing Bargaining Unit Member pursuant to the terms of this Article.
- 11.12.4 Hire Date: The term “hire date” shall be defined as the date in which the Bargaining Unit Member was first employed as a probationary employee in the District.

11.12.5 Seniority: The term “seniority” shall be defined as the hire date of the Bargaining Unit Member.

ARTICLE XII – EVALUATION PROCEDURES

- 12.1 All Bargaining Unit Members shall be evaluated at least once per year by the immediate supervisor. Evaluations shall be completed and signed by the Bargaining Unit Member and the evaluator at least sixty (60) days prior to the end of the school year. Any evaluation containing “Unsatisfactory” or “Needs to Improve” in any area of the evaluation form shall include a conference and improvement plan within ten (10) days of the employee’s receipt of his/her evaluation
- 12.2 Within ten (10) days of the employee’s receipt of his/her evaluation, the Bargaining Unit Member has the right to make written comments and/or rebuttal attached to the evaluation.

ARTICLE XIII – DISCIPLINARY PROCEDURES

- 13.1 Progressive Discipline: Nothing herein prevents the use of disciplinary action for causes stated herein in a progressive discipline program. Said program should consist of verbal warning, written warning, written reprimand, and suspension, and/or termination. Any documentation of employee performance related to this disciplinary program may be, if corrective action has not been taken by the employee, placed in the employee’s personnel file after providing the employee with copies and notice of an opportunity to attach his/her own statement. District shall follow the principles of progressive discipline, except in cases where the safety of District employees, students or the public might be in question, or in cases of theft or intentional damage to District property or willful violations of the law.
- 13.2 Disciplinary Procedures: A permanent classified employee may be demoted, suspended or dismissed by the Superintendent or his/her designee only for cause as provided in procedures set forth herein. This policy shall not apply to layoffs for lack of work or funds. The term “discipline,” for purposes of this policy, shall mean a suspension without pay, involuntary demotion (except layoff) or termination.

Addendum: At the time a hearing is requested the bargaining unit member, with the concurrence of CSEA, may elect to have the matter heard by a neutral hearing officer which shall be selected from a mutually agreed upon list of hearing officers. In the event CSEA elects to use the services of a hearing officer, the fees and expenses of the hearing officer shall be born equally by the District and CSEA. In the event CSEA does not choose to utilize the services of a hearing officer the procedure shall be as set forth below.

- 13.2 Exclusion of Probationary Employees: The provisions of this policy shall apply only to permanent employees. Probationary employees are subject to disciplinary action without appeal up to and including termination at the sole discretion of the District.
- 13.3 Grounds for Suspension, Demotion, or Dismissal of Permanent Employees: The grounds for suspension, demotion or dismissal of a permanent employee shall be for just cause. One or more of the following causes shall constitute “just cause” for suspension, demotion, or dismissal of any permanent classified employee:
- 13.3.1 Incompetence or inefficiency in the performance of the duties of his/her position.
 - 13.3.2 Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses or failure to pass required tests).
 - 13.3.3 Insubordination (including, but not limited to, refusal to do assigned work).
 - 13.3.4 Carelessness or negligence in the performance of duty or in the care or use of District property.
 - 13.3.5 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
 - 13.3.6 Dishonesty
 - 13.3.7 Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol.
 - 13.3.8 Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.
 - 13.3.9 Personal conduct unbecoming an employee of the District.
 - 13.3.10 Engaging in political activity during assigned hours of employment.
 - 13.3.11 Conviction of any crime involving moral turpitude.
 - 13.3.12 Arrest for a sex offense as defined in Education Code Section 44010/87010.
 - 13.3.13 Conviction of a narcotics offense as defined in Education Code Section 44011/87011.
 - 13.3.14 Absence without leave or repeated tardiness.
 - 13.3.15 Abuse of illness leave privileges by exceeding the entitled or accrued sick leave without proper justification.

- 13.3.16 Falsifying any information supplies to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
- 13.3.17 Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the governing board or by and appropriate federal, state, or local governmental agency.
- 13.3.18 Offering anything of value or offering any service in exchange for special treatment in connection with the employ.
- 13.4 Notice of Proposed Disciplinary action to Permanent Employees: Notice to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last know address of the employee.
- The notice shall contain the following:
- 13.4.1 A statement of the specific acts and omissions upon which the proposed disciplinary action is based;
- 13.4.2 A statement of the causes(s) for the proposed disciplinary action;
- 13.4.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- 13.4.4 A statement of the action proposed to the Board;
- 13.4.5 A statement that the employee has a right to a hearing on such charges if demanded within seven (7) calendar days after the employee receives notice;
- 13.4.6 A card, or paper, the signing and filing of which with the Board shall constitute a demand for hearing and denial of all charges;
- 13.4.7 Copies of materials, if any, which support the charges and a copy of this policy;
- 13.4.8 A statement that the employee has a right to be represented by an attorney or other representative at the hearing.
- 13.5 Hearing on Suspension, Demotion or Dismissal of Permanent Employee: (see addendum
- 13.5.1 When a timely request for a hearing has been served upon the Board in accordance with Section 13.4, the Board or its designee shall, within seven (7) calendar days after receiving the request, schedule a hearing within seven (7) calendar days from the date the request for hearing is received. The employee shall be given at least thirty (30) calendar days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for a public hearing. (See addendum in 13.5.4)

13.5.2 Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the accused employee does not testify in his own behalf, he may be called and examined as if under cross-examination.

13.5.3 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and explaining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions.

13.5.4 The Board shall render its written decision within twenty-five (25) calendar days after the hearing, and its determination of the sufficiency of the cause for disciplinary action shall be conclusive.

Addendum to 13.5.4. In the event that a hearing officer is used pursuant to the terms of section 13.5.1, the hearing officer shall render his/her written decision to the governing board within twenty-five (25) calendar days after the hearing, and the hearing officer's determination of the efficiency of the cause for disciplinary action shall be advisory to the Board.

13.6 Waiver of hearing on Suspension, Demotion or Dismissal of Permanent Employee: If the employee fails to make a timely request for a hearing, the Board may act upon the charges without a hearing and impose such disciplinary action, if any, as it deems appropriate.

13.7 Disciplinary Action Imposed by the Board: If the Board finds that sufficient cause exists it may impose disciplinary action proposed by the District Superintendent or his designee or it may impose such other disciplinary penalty as it deems appropriate.

13.8 Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee: Notwithstanding the requirements of Section 13.4 above, if the Superintendent, or his/her designee in his/her absence determines that pending a Board hearing on the suspension or dismissal of a permanent employee, the continued presence of such employee is detrimental to the District or the employees of the District, the District may immediately suspend the employee without pay in accordance with the following procedures:

13.8.1 The administration shall meet with the employee, advising the employee of the charges and the proposed action, and give the employee an opportunity to respond to the charges.

13.8.2 Whenever practicable, the conference between the employee and the administration shall be conducted prior to completion of the suspension, but in any event the District shall schedule the conference within two (2) working days from the time that the suspension is implemented.

13.8.3 The administration shall give the employee a copy of the written charges and any written materials upon which the charges are based at the time of the conference.

13.9 Compensation for Loss of Salary During Suspension Without Pay: If the employee is suspended immediately pursuant to the procedures set forth in Section 13.8, the employee shall be compensated for any pre-hearing loss of salary resulting from such a suspension not upheld by the Board.

13.10 Short Term Suspension (Suspension for Two Days or Less): The Superintendent or his designee may suspend a permanent classified employee without pay for up to two (2) working days without regard to the procedures set forth in this policy. Prior to imposing such a suspension the employee shall be informed in writing of the reasons for the action and he/she shall be given an opportunity to respond to the Superintendent or designee. The employee may appeal the suspension to the Board, provided a written request therefore is filed in the Superintendent's office within five (5) calendar days following the first day of suspension. If an appeal is timely filed, the Board shall review the written record and hear oral presentation by the Bargaining Unit Member of his/her representation and the District, without a formal hearing and issue its decision within thirty (30) calendar days after the request for appeal was filed.

13.11 Exclusive Remedy: This Article shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code sections 44010, 44011 and 45123. The procedures provided for herein shall be the sole and exclusive administrative due process available to challenge disciplinary actions and short-term suspensions.

ARTICLE XIV - SAFETY

14.1 General: The District shall make every reasonable effort to provide a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit.

14.2 Cal-OSHA: The District shall make reasonable efforts to comply with the provisions of California State Occupational Safety and Health Act regulations contained within the general industry and, where applicable, construction industry standards.

14.3 Rights and Duties of Unit Members: It is the responsibility of all unit members to be alert in observing unsafe conditions, and to report unremedied conditions in writing on the appropriate District form to their immediate supervisor and/or site administrator.

- 14.3.1 If no response or corrective action is taken by the supervisor and/or site administrator within ten (10) working days after the unsafe condition is reported, the unit member may file a written complaint directly with the District Safety Officer. If not satisfied with the response of the District Safety Officer, the unit member may request to be placed on the agenda of the next District Safety Committee meeting to present the safety complaint. The Safety Committee shall consist of the District Safety Officer, one District Designee, and one association designee. The decision of the District Safety Committee shall be final.
- 14.3.2 The ten (10) working days set forth above may be waived in the event of an emergency in which the unit member is in imminent danger of bodily harm.
- 14.3.3 In such an emergency, the unit member may refuse to perform a duty considered to be placing the unit member in imminent danger of serious injury until there is a determination by the District Safety Officer in consultation with the Chapter President.
- 14.4 Violations: Violations of this Article shall not be subject to the grievance procedures set forth in this Agreement, except where no other administrative remedy exists.
- 14.5 Trainings: Any training such as first aid, CPR, and special procedures training that is required by the District shall be provided at the District's expense including per diem for meals per Board Policy and mileage at current IRS rate. Bargaining unit members who attend trainings held on a non-workday may attend on a voluntary basis, and will be paid at the extra time or overtime rate (when applicable) pursuant to article 5 - Hours and Overtime, or \$12.00 per hour for attending such trainings.
- 14.5.1 Trainings: All bargaining unit members shall receive at least one (1) training session on or near the beginning of each school year pertaining to, but not limited to the following areas:
- CPR/First Aide
 - Sexual Harassment
 - Bloodborn Pathogens
 - Workplace safety or Injury prevention
 - Job Specific Training
 - Any other trainings the District deems necessary

ARTICLE XV - SAVINGS

- 15.1 Savings Clause: If any provision in this Agreement is rendered invalid due to mandated changes in law, rules and regulations or by orders of 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.
- 15.2 Meet and Negotiate Replacement: In the event invalidation of any article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XVI - EFFECT OF AGREEMENT

- 16.1 Effect of Agreement: It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, and state law, to the extent authorized by law.
- 16.2 Contract Waivers: Specific provisions of this Agreement may be waived by written agreement of the Association and the District. Contract waivers shall not be deemed as a precedent, and shall not, under any circumstances, be used as basis for extending the same consideration to other unit members

ARTICLE XVII - TERM OF AGREEMENT

- 17.1 Term of Agreement: The term of the contract shall be three (3) years commencing July 1, 2014 and continuing through June 30, 2017, with re-openers in year three (3) on salary, health and welfare benefits and one (1) additional article for each party.

Successor Contract Negotiated: October 18, 2016
Board of Trustee's Approval: November 9, 2016