

CLASSIFIED CONTRACT

**Negotiated Agreement
between the
California School Employees Association
and its Analy Area Chapter #172
and the
Governing Board of the
West Sonoma County Union High School District**

July 1, 2015 to June 30, 2018
(Reflects changes for 2014-2015 and 2015-2016 settlement)

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ARTICLE 1

Introductory Provisions

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the West Sonoma County Union High School District ("District"), a public school employer, and the California School Employees Association and its Analy Area Chapter #172 ("CSEA"), an employee organization.
- 1.2 Acknowledgment
The District hereby acknowledges that CSEA is the exclusive bargaining representative for a unit of classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference.
- 1.2.1 The following classified positions are excluded from the unit as confidential, supervisory or management. (1/24/92)(8/95)
- a. Executive Secretary
 - b. Director of Maintenance and Operations
 - c. Food Service Coordinator
 - d. Accountant
 - f. Human Resources Manager
 - g. Business Manager
 - h. Payroll Technician/HR Assistant
 - i. District Operations Coordinator
- 1.3 All newly created classified positions, except those designated by the Board as Management, Confidential, or Supervisory shall be assigned to the bargaining unit. Before such an assignment is made by the Board, representatives of CSEA and the district shall meet and discuss the proper placement of the newly created position. If CSEA disagrees with the assignment of such positions as Management, Confidential, or Supervisory, the District and CSEA shall meet and attempt to mutually resolve the issue. If the dispute regarding unit assignment cannot be resolved, it shall be submitted to Public Employment Relations Board ("PERB") for resolution.
- 1.4 The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, subject to the rules of PERB.
- 1.5 CSEA shall receive two (2) copies of any budget submitted at any time to the governing board.
- 1.6 The District agrees to recognize the right of CSEA to function in accordance with the provisions of Government Code Section 3540 et. seq.
- 1.7 CSEA shall have the right to conduct orientation sessions on this agreement for bargaining unit employees during regular working hours, not to exceed two hours annually.

1.8 District Rights

All District rights, duties, responsibilities, and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this agreement.

ARTICLE 2

Definitions

- 2.1 "Academic year" is the period between August and June when students are normally required to be in attendance and includes all recess periods falling within that time span.
- 2.2 "Allocation" is the placement of a class on a specific salary schedule range or rate.
- 2.3 The "Anniversary Date" for each bargaining unit employee shall be July 1 of each year, at which time employees are advanced to the next step on the classified salary schedule. Employees hired between July 1 and January 1 of one school year shall be advanced to the next step of the schedule on the next July 1. Employees hired between January 1 and July 1 of the same year shall be advanced to the next step of the schedule on July 1 of the following year.
- 2.4 "Bumping right" is the right of an employee under certain conditions to displace an employee with less seniority in a class.
- 2.5 "Class" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.6 "Class description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 2.7 "Classification" is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 2.8 "Differential" is a salary allowance in addition to the basic rate of schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
- 2.9 "Fiscal year" and "school year" is July 1 through June 30.
- 2.10 "Health and welfare benefits" means insurance or similar benefit programs, limited to medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life disability, prepaid legal, or income protection insurance, or annuity programs or other similar programs recognized in legislation as negotiable or mutually agreed as negotiable.
- 2.11 "Hire date seniority" is secured by hours in paid status in the District from the first day in paid status.

- 2.12 "Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.
- 2.13 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the District.
- 2.14 "Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
- 2.15 "Notice"—Whenever notice is required under this agreement, and no form of notice is otherwise designated, notice to the District shall be of written notice to the Office of the Superintendent or First Class Mail notice to the Office of the Superintendent, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or First Class Mail notice directed to the local chapter President.
- 2.16 "Permanent employee" is a regular employee who successfully completes an initial probationary period, which shall be six work months of service from the initial date of employment by the District.
- 2.17 "Probationary employee" is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 2.18 "Regular employee" is any employee, whether permanent, probationary, full time, or part time, who is not a restricted, substitute, short term or student employee.
- 2.19 "Restricted employee" is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this agreement.
- 2.20 "Short-term employee" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 2.21 "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 2.22 "Promotion" is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
- 2.23 "Reallocation" is a movement of an entire class from one salary range or rate to another salary range or rate.
- 2.24 "Reclassification" is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.

- 2.25 "Reemployment" is the return to duty of an employee who has been placed on a reemployment list.
- 2.26 "Reemployment list" is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 2.27 "Safety conditions of employment" means any work-related condition affecting the health or safety of the employee.
- 2.28 "Salary rate" is a specific amount of money paid for a specific period of service.
- 2.29 "Salary schedule" is a series of salary steps and ranges which comprise the rates of pay for all classes.
- 2.30 "Salary step" is one of the salary levels within the range of rates for a class.
- 2.31 "Seniority in class" is secured by hours in paid status in a class.
- 2.32 "Summer school" is that period when schools are in session June through August which falls outside the academic year.
- 2.33 "Uniforms"—Any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform.
- 2.34 "Working hours"—All hours in paid status shall be considered working hours.

ARTICLE 3

Organizational Security

It is the express intention of the parties that the provisions of this Article respectfully balance the rights of the individual employees, as referenced in Government Code Section 3543, and the right of the exclusive representative to create a “Fair Share Organizational Security” unit pursuant to Government Code section 3546(a).

3.1 Check Off

CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, or written notice from CSEA pursuant to 3.3 below, deduct such dues or service fees and make appropriate remittance to the Association within a reasonable time thereafter.

3.2 Dues Deduction

3.2.1 The District shall in accordance with the CSEA Dues and Service Fee Schedule, deduct dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District.

3.2.2 The District shall deduct the dues in accordance with the Dues and Service Fee Schedule from the wages of all employees in the bargaining unit who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.

3.3 Service Fee

Pursuant to Government Code section 3546(a) upon written request from CSEA, employees in the bargaining unit who are not members of CSEA as of January 1, 2001, and employees who hereafter come into the bargaining unit, shall either within (30) days of the date January 1, 2001, or their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative the District shall deduct from the salaries of such employees a service fee equal to the CSEA Dues Schedule (consistent with Education Code 45168 and 45061) and payable to CSEA for the representational duties required under EERA.

3.4 Religious Objections

3.4.1 Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include prohibitions to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA and the District which proves that s/he belongs to such religious body, s/he will be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following non-religious, non-labor organization or charitable fund which is exempt

from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

United Way; American Cancer Society; Face to Face; Home Hospice

- 3.4.2 Any employee who has such a religious objection shall within thirty (30) days of the date of their employment, indicate in writing to the District and CSEA the basis for their religious objection, and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the above referenced organizations listed in 3.4.1 of this Article.
- 3.4.3 Bargaining unit members employed after January 1, 2001, who do not within thirty (30) days of the date of employment, notify the District and CSEA in writing of an exemption under 3.4.1 shall either become CSEA members, or in the alternative, the District shall deduct from the salaries of such employees a service fee equal to the CSEA dues schedule (consistent with Education Code 45168 and 45061) payable to CSEA for the representational duties required under the Educational Employment Relations Act (EERA) Government Code 3540.1(I)2.
- 3.5 Notice to Agency Fee Payers
The District will provide CSEA with a list of all bargaining unit employees, and their address and telephone number, by October 31 of each year, so that CSEA can notify agency fee payers of their rights under the law and CSEA policy.
- 3.6 Legal Responsibility
CSEA shall reimburse and hold the District harmless from any and all claims, demands, and suits, or any other legal action arising from the District's compliance with the provisions of this Article.
- 3.7 Release Time for Association President or Designee
Annually, the equivalent of 14 days will be provided to the Association President or a designee for Association business. The first eight (8) days will be paid for in full by the District, and an additional six (6) days will be provided on an equal share basis between the Association and the District.
- 3.8 Time For Attending Association Meetings
- 3.8.1 The District shall annually provide six (6) hours of release time for employees for the purpose of attending union meetings. The calendar for the meetings, as established by the Association will be submitted to the District Office by September 1 of each year. Calendar to be determined by Association representatives by September 1 of each year.
- 3.8.2 If emergencies or unforeseen circumstances cause concern around a specific calendared meeting, either the Association or the District may ask to reset the date of the meeting. The calendar may be reset by mutual agreement.

ARTICLE 4

Wages

4.0 Salary

2014-2015

1. A 2% increase in the CSEA Salary Schedule, retroactive to July 1, 2014.

2015-2016

1. A 3.5% increase in the CSEA Salary Schedule, effective July 1, 2015. At the June 24, 2015 Board Meeting the West Sonoma County Union High School District approved an additional .05% increase to the 3.5% increase on the CSEA Salary Schedule, effective July 1, 2015.

- 4.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established of each class as provided for in Appendix B, which is attached hereto and by reference incorporated as a part of this Agreement.

- 4.2 All employees in the bargaining unit shall receive annually an itemized list which will include a statement of all deductions, overtime, holiday pay, additional wage benefits, differentials, longevity, and show sick leave and vacation accrued as of the date of issue.

4.3 Pay Frequency—Once Monthly

All employees in the bargaining unit shall be paid once per month payable normally on the last working day of the month.

4.4 Pay Increases

The District shall make a lump sum payment of agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) days of the agreement between the District and CSEA.

- 4.5 Placement upon the classified salary schedule (Appendix B) shall be based upon the following:

- 4.5.1 New employees with no prior experience in the job for which hired shall be initially placed on the first step of the appropriate salary range.

- 4.5.2 New employees with previous acceptable experience in the job for which hired may be given up to two (2) years credit (placed as high as the third salary step) on the classified salary schedule.

- 4.5.3 Any former classified employee returning to the school district after resignation shall be placed no higher than the fourth salary step on the classified salary schedule.

- 4.5.4 Bargaining unit employees shall advance one step on the salary schedule each year on their anniversary date until the top of the salary schedule is attained. (See Article 2.3 definition of Anniversary Date.)

4.5.5 Out of Class Pay

Employees required to perform duties inconsistent with those assigned to the position by the governing board shall have their salary adjusted upward of the entire period she/he is required to work out of a classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normally assigned duties.

4.6 Bargaining unit employees shall earn longevity credit as follows:

4.6.1 Effective July 1, 2000 full-time permanent employees shall receive fifty-six dollars (\$56) per month longevity increment beginning at the start of the eleventh (11th) year of continuous employment with the District; one hundred eleven dollars (\$111) per month longevity increment beginning at the start of the sixteenth (16th) year of continuous employment with the District; one hundred sixty-eight dollars (\$168) per month longevity increment beginning at the start of the twenty-first (21st) year of continuous employment; two hundred twenty-four dollars (\$224) per month longevity increment beginning at the start of the twenty-sixth (26th) year of continuous employment with the District. (2/01) (26th year added 5/96)

4.6.2 Part-time permanent employees shall receive longevity increments in the same manner as full-time permanent employees, except that such increment shall be pro-rated in proportion as the hours per day, days per week, and months per year worked by such employee bear eight (8) hours per day, five (5) days per week, and twelve (12) months per year.

4.6.3 Longevity increments shall be applied in accordance with the same anniversary date placement schedule as listed in Section 4.54 above.

4.7 Physical Examinations

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 49406 or its successor.

4.7.1 The above provision shall not apply to candidates for a job before they are employed.

4.7.2 The above provision shall not apply to sick leave provision Section 9.23 requiring medical verification of illness.

4.8 Mileage

The mileage rate will be adjusted in accordance with the IRS guidelines within a month of notification by the IRS, as long as the rate does not fall below the .16 level. The district shall notify CSEA upon receipt of the guidelines each year. (1/24/92)

4.9 Shift Differential

4.9.1 Any employee in the bargaining unit whose regular assigned work shift starts before 1:00 p.m. and continues after 6:00 p.m. shall be paid an

additional eighty (80) cents per hour shift differential for each hour worked after 6:00 p.m.

- 4.9.2 An employee whose regular assignment is identified as "the second shift assignment" whose starting time is approximately 1:00 p.m. to 3:00 p.m. shall be paid an additional eighty (80) cents per hour for each hour of that shift.
- 4.10 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily, for twenty (20) working days or less, to a day shift.
- 4.11 Effective September 1, 2003, any employee in the bargaining unit moved to a higher salary range shall be moved to the step of the new range which guarantees no less than a five percent (5%) increase over their previous salary.
- 4.12 Meals
Any employee in the bargaining unit who as a result of work assignment must have meals during working hours away from the District shall be reimbursed for the full reasonable cost of the meal including a ten (10) percent gratuity. A restaurant receipt must be provided.
- 4.13 Lodging
Any employee in the bargaining unit who as a result of work assignment must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket expenses within a reasonable time after the employee has submitted an expense claim with all necessary receipts.
- 4.14 Training Payments
- 4.14.1 When in-service training is required by the District, the employees shall be reimbursed at the full regular rate of pay for such time spent at the in-service training program if such training does not take place during the employee's regular work day.
- 4.14.2 Employees participating in District in-service training and safety programs shall be paid at their regular rate of pay. Should the in-service training and safety programs exceed the normal eight hour work day or the normal 40 hour work week, the employees shall be paid the overtime rate of one and one-half times the employee's regular rate of pay. State mandated training programs required for certificate renewal, and as a condition of continued employment shall be considered as District in-service programs.
- 4.14.3 The District shall reimburse employees for the tuition costs of mandated training programs required as a condition of continued employment, if such programs are not part of the District in-service training and safety

programs. Local and nearby public school adult education programs shall be used for this purpose whenever possible.

- 4.15 The District shall provide all employees serving in the Maintenance and Groundskeeper positions each with a set of rain gear.
- 4.16 The District shall enter the State Disability Insurance (SDI) program for members of the CSEA bargaining unit, effective January 1, 1985.

SDI shall be integrated with other benefits in the following manner: An employee eligible for benefits from SDI will receive paid sick leave payments (if available) as provided in the Agreement between the District and CSEA. Payments from SDI, if so designated by an employee, may be credited to sick leave. In order to receive such credits, SDI payments shall be remitted directly by employee to the District Office payroll department.

4.17 Professional Growth Recognition Program

1. Establishment of Program

The District shall establish a professional growth recognition program for all employees which rewards after-hours training with increments on the salary schedule. The courses of training recognized must be directly related to the position currently occupied by the employee.

2. Professional Development Plan

Courses taken shall follow a mutually agreed to District Professional Development plan for the unit member's development in his/her position.

3. Salary Increments

There will be yearly salary increments of \$300 per six (6) units. One unit shall equal fifteen (15) semester hours of instructional time. The maximum number of units shall be eighteen (18). The maximum number of units credited cannot exceed six (6) per year.

4. Courses

In order to qualify for credit, units of study or courses of work must meet the following conditions: professional growth may be achieved by any employee through participation in any of the following categories, provided the program is followed: college courses, junior college courses, trade school courses, adult education courses, workshops, seminars, first aid and CPR classes.

5. Commencement of Program

This article shall not apply retroactively and shall only apply to units of study or courses of work taken after the ratification and Board approval of this article.

6. Procedure

- Employee completes form and submits to his/her principal or district supervisor for recommendation as to whether proposed study relates directly to assignment.

- Principal or district supervisor completes, dates, signs form and forwards to Superintendent or designee with a copy to the applicant.
- If the principal or supervisor recommends disapproval, applicant may appeal to the Superintendent before any final decision is made regarding the request.
- Superintendent acts to grant or disapprove the appeal and returns form to employee and sends copy to the supervisor and the District Office.

7. Verification

- Employee submits evidence of course completion by September 1 shall be applied to the applicant's salary for the then current fiscal year. Courses completed after September 1 shall be applied to the applicant's salary for the following fiscal year.
- For eleven and twelve month employees, courses completed by July 1 shall be applied to the applicant's salary for the upcoming fiscal year. Courses completed after July 1 shall be applied to the applicant's salary for the following fiscal year.

ARTICLE 5

Health and Welfare Benefits

5.1 The District shall provide health coverage to eligible employees and dependents.

Effective July 1, 2004, the District's obligation toward payment for health benefits shall be limited to the Kaiser composite rate.

The District and CSEA agree that if the Kaiser composite rate cost should increase by 15% or more in any given fiscal year, that the parties will immediately reopen negotiations on health benefits as soon as possible after receiving notification of the rate cost increase from Kaiser.

5.1.1 A Section 125 Plan administered by Self-Insured Schools of California (SISC) is available to unit members at no cost to the district.

5.1.2 Domestic Partnership Coverage
Effective July 1, 2000, unit members' domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefits shall be available only to the extent that District medical plan providers agree to make it available. The district shall not be responsible to obtain additional medical benefits insurance carriers solely for the purpose of offering domestic partner benefits. For purposes of this provision, a domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign, and have notarized the Domestic Partner Affidavit (See Appendix F).

5.1.3 There will be a committee of two District appointed members and two CSEA appointed members to:

- Review and identify possible health and welfare plan option changes or additions (including tiered rates and a high deductible option and/or possible alternative medical plan vendors).
- Review and identify possible options for indexing future increase in health and welfare benefits costs.

The committee will meet beginning no later than September 18, 2015 and will report to their respective negotiating teams no later than February, 2016. The goal is to increase affordable and appropriate plan options for unit members while maintaining cost containment.

5.2 Any bargaining unit employee who attains a regular workday of at least six (6) hours a day and who therefore attains full District payment for premium costs of health and

welfare insurance coverage shall be deemed to permanently have attained such benefit notwithstanding any subsequent reduction in regular hours, except if the reduction in hours is made at the request of the employees. Any unit member employed with the District prior to June 30, 2009, and working less than 6 (six) hours a day but more than five (5) hours a day, will be grandfathered in so the unit member will continue to receive the District's obligation toward payment for health benefits, limited to the Kaiser composite rate.

5.3 The District agrees to continue payments for all benefits programs provided for in Sections 5.1 and 5.2 of this Article during the absence of any employee in the bargaining unit who is on paid or unpaid industrial accident or illness leave for a period not to exceed twelve (12) months.

5.4 The District agrees to continue payments for all benefit programs provided for in Section 5.1 and 5.2 of this Article for a period of twelve (12) months for any employee in the bargaining unit who is laid off for lack of work or lack of funds who has more than five (5) years service with the District.

5.5 Such employee, who because of a continuing employment relationship with the District, has received benefit of District premium payments during the summer month(s) and subsequently resigns, or otherwise vacates his/her position with the District, shall be financially liable to repay the District for any and all premium benefit payments made during the non-working period.

5.6 HPR for 1994-95, 1995-96

Employees will join Health Plan of the Redwoods ("HPR") plans made available through RESIG for the 1994-95, 1995-96 school years. (3/2/94)

5.7 TSA Alternative

If waivers or opt-outs are allowed by the carrier or carriers of the medical plans currently in effect an alternative for fully paid health plan is offered to allow employees to cancel their own fully paid health plan paid by the District and contribute up to 70% of the cost of the lowest cost composite health plan provided by the District to a Tax Shelter Annuity ("TSA"). The remaining 30% of the savings would be placed in a pool the use of which will be determined by employees through negotiations with the District. This alternative is only open to those who have health coverage other than the plan provided to them by the District and each employee who elects this alternative must stipulate that he/she has health coverage through another source.

5.7.1 Vision Care

For the 2009-2010 fiscal year beginning with July 1, 2009, the District will provide unit members who work at least six (6) hours per day, Vision Services Plan coverage Plan A, with a \$20.00 deductible. Any unit member employed with the District prior to June 30, 2009, and working less than 6 (six) hours a day but more than five (5) hours a day will be grandfathered in so the unit member will continue to receive Vision Service Plan coverage Plan A, with a \$20.00 deductible.

5.7.2 Delta Dental Plan

For the 2009-2010 fiscal year beginning with July 1, 2009, the District will provide unit members who work at least six (6) hours per day, Delta Dental. The maximum amount paid by Delta Dental for each enrollee each calendar year for diagnostic, preventive, basic, restorative and prosthodontic benefits is \$2,000.00. Any unit member employed with the District prior to June 30, 2009, and working less than 6 (six) hours a day but more than five (5) hours a day will be grandfathered in so the unit member will continue to receive Delta Dental as described above.

5.8 Health Benefits for Retirees

5.8.1 Bargaining unit members shall be entitled to health benefits upon retirement in one of the health plans maintained by the District if they meet all of the criteria listed below:

- a. are 55 years of age on or before June 30 of their last year of employment; and
- b. have been employed by the District for the past 10 years; and
- c. have been continuously employed by the District at least 5 hours per day by June 30, 2009 or 6 hours per day after June 30, 2009; and
- d. retired from the District and a participant in the Public Employee Retirement System, and
- e. the unit member must have been enrolled in the health plan the year immediately prior to retirement.

The District contribution toward health (medical, dental and/or vision) benefits will continue until one of the following occurs:

- a. six (6) years pass from the date of retirement or
- b. the last day of the month in which the retiree turns 65 or
- c. the retiree dies; his/her spouse or eligible dependent(s) will be able to purchase coverage under COBRA providing the retiree and spouse were covered by the District health plan at the time of the retiree's death.

5.8.2 The District shall participate in a Tier Program for retirees. The District contribution to a health plan will be at the maximum composite level as agreed to in the collective bargaining agreement that was in effect for that individual employee's plan at the time the bargaining unit member retired. Any subsequent increase in the cost of the premiums will be borne by the retiree. (5/7/91)

5.8.3 The District contribution towards health benefits will continue for a period of (6) years from the date of retirement, or until the last day of the month the retiree becomes 65 years of age or until the death of the retiree, whichever occurs first.

5.8.4 Retirement Incentive Plan

Bargaining Unit personnel who are fifty-five (55) years old or older on or before June 30 of any school year, shall be eligible for an early retirement incentive to be paid one time in one lump sum equal to \$100.00 per year of service within the district.

5.9 Retired Employees & Personnel on Leaves of Absence

5.9.1 Retired bargaining unit personnel not covered under Article 5.6 above and bargaining unit personnel on leaves of absence shall be eligible to continue their coverage in, or become members of, the District's medical insurance program at their expense until they reach the age of sixty-five (65). Bargaining unit personnel on leave of absence shall be eligible to continue their coverage in or become members of the District's dental insurance program at their expense until they reach the age of 65. There must be continuous coverage once provided; there can be no interruption of coverage during retirement or leave of absence. The decision to continue with, or adopt, the District's coverage must be made a minimum of two (2) months prior to commencement of retirement or the leave of absence. Subscribers may not re-subscribe to the District policy once a break in coverage has occurred.

5.9.2 All dependents covered by the employee on the date of retirement or leave of absence who are eligible for coverage may be included in the coverage afforded the employee, who must not have reached the age of sixty-five (65).

5.9.3 All costs for premiums shall be covered by the subscriber. Payments shall be made in advance by depositing with the payroll office twelve (12) checks; each check pre-dated for the first of the month beginning with the month for which coverage is desired (must be the first month of retirement or leave of absence). Such checks must be deposited one (1) month in advance of the month in which coverage is to commence.

5.9.4 It is the responsibility of the subscriber to maintain with the payroll office a current address and telephone number so that he or she may be contacted regarding changes in coverage or premiums.

5.9.5 Coverage shall terminate: 1) at the request of the subscriber, at which time all checks not deposited with the insurer shall be returned to the subscriber; 2) whenever payments are not received by the District in time to forward to the insurer (the District cannot forward late funds for expired coverage); 3) whenever the subscriber reaches the age of sixty-five (65) , or, in the case of his dependents when they reach the age of sixty-five (65); 4) when the leave of absence is canceled due to resignation or action of the governing board, or 5) whenever the insurance company negotiates a new contract which does not provide for this coverage.

5.9.6 The district agrees to pay the full premiums for Medicare and the Blue Cross Medicare supplement for active employees over 65, plus dependent coverage as outlined above.

ARTICLE 6

Hours

6.1 The workweek for full-time regular employees shall consist of five (5) consecutive days of 8 hours per day for a total of 40 hours per week.

6.1.1 A classified school employee currently employed by the District if it decides to maintain classes on Saturday or Sunday, or both, shall not, without his or her written consent, be required to change his or her workweek to include Saturday, or Sunday, or both. No such classified employee shall be assigned to perform services on a Saturday or Sunday if such classified employee objects in writing that such assignment would conflict with his or her religious beliefs or practices.

6.1.2 If the District requires any classified employee to work a workweek other than Monday through Friday, or if such classified employee consents to a workweek including Saturday or Sunday, or both, pursuant to Education Code Section 44048, and as a result thereof the employee loses a holiday to which he or she would otherwise be entitled, it shall provide a substitute holiday for such employees, or provide compensation in the amount to which the employee would have been entitled had the holiday fallen within his or her normal work schedule. (EC 45206).

6.1.3 Change in Work Shift
For work shift changes of twenty (20) days or more, the Supervisor shall provide notification to the unit member and consult in good faith with the unit member at least three (3) days in advance of such change. (9/25/95)

6.1.4 Four-Day Work Week
When a majority of an employee's work group at a particular site has voted to take part in a four-day work week, such a work week may only be scheduled for spring, summer or winter break and under the following conditions:

- a) There must be approval by the principal and site supervisor at each site, or the Superintendent at the district office, and
- b) The employees will work one-fourth of the contracted hours each day.

Exceptions for individual employees to vary from a work week decided by a work group may be requested of the Superintendent or designee. Exceptions made by the Superintendent or designee shall be based upon employee and district need.

No employee shall be assigned to work more than ten hours a day. If an employee is assigned a work week or four days, ten hours a day, overtime will be defined as any time in excess of ten hours a day or 40 hours a week.

When a four-day work week is being considered, a decision to work consecutive or non-consecutive days will be based upon school needs and employee preference.

6.1.5 *Hours and Days of Work During Winter or Spring Breaks*

Normally, the custodial staff is assigned to daytime shifts during winter and spring breaks. Hours of these shifts will be determined by the site supervisor.

Assignment of hours and days for custodial staff working during the winter and/or spring breaks shall be communicated to those employees at least 15 calendar days before the break occurs. Assignment or schedule changes made with less notice, that is, with less than 15 calendar days, may be made only with employee agreement.

In the event of the scheduling of a school-sponsored activity during either of these breaks, a night shift may be required of those employees who would normally work a day shift during the regular school year. Every effort will be made to avoid any such assignment for a whole shift and the notice requirement in this section will be in effect.

In the event of a non-school sponsored activity during the winter or spring break and custodial duties are needed for the activity, the site supervisor will first request (a) volunteer(s) from site custodial staff. If there are no volunteers from among the custodians, the site supervisor may assign the custodial duties on a rotational basis. The site supervisor, with the custodial staff, shall establish a rotation through a lottery or drawing to be done within 15 calendar days of the start of the school year.

6.1.6 *Emergency Procedures*

Decision regarding school emergency closure lies with the Superintendent. The Superintendent will inform the principals of his/her decision. Each principal will inform the site supervisor at his/her campus and a designated principal will inform the cafeteria supervisor.

If an emergency occurs while employees are on campus, the employees' supervisor will notify employees regarding school closure and if they may leave the campus. If employees are to remain on campus, the supervisor will notify employees of work assignments which will be commensurate with their jobs. The site supervisor will be responsible for notification of all buildings and grounds personnel, the cafeteria supervisor will be responsible for notification of all cafeteria personnel and a site administrator will be responsible for notification of instructional aides and clerical staff. Should the supervisor or administrator, with the permission of the Superintendent or designee, decide to send the employee home, because of unsafe working conditions or lack of work, the employee shall receive full compensation for that day.

If the emergency takes place during non-school hours and the school is to be closed, phone calls will be made to employees. The site supervisor will be responsible for notification of all buildings and grounds personnel and a site administrator will be responsible for notification of instructional aides and clerical staff. In the event that phone communication is not possible, employees should listen to local radio stations for information regarding school closure.

If some employees are assigned to work on campus or are asked to come to work during a school closure, the employees who work will receive compensatory time equal to the number of hours worked. This provision will not apply if all classified employees are assigned to work.

If an employee cannot make it to work or must leave because of emergency conditions, he/she would be allowed to take a day of personal necessity leave or vacation day where appropriate, or would be allowed to make up the lost day at a time mutually acceptable to the supervisor and the employee.

6.2 Workdays

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours, which shall be not less than two (2) hours per day for five (5) consecutive days.

6.3 Adjustment of Assigned Time

6.3.1 Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

6.3.2 Any reduction in assigned time shall be accomplished in accordance with Education Code Sections 45114, 45115, 45298, 45308, and other Education Code section and state laws as may apply.

6.4 When additional hours are to be assigned to a regular part-time employee's position, the assignment must meet the following conditions;

6.4.1 The assignment shall be offered to the employee in the appropriate class having the greatest hire date seniority, provided the appropriate supervisor feels the employee is capable of performing the tasks involved.

a. A part time employee may not be required to accept additional hours.

- b. An employee who disagrees with the judgment of his/her supervisor may file a grievance in accordance with the grievance provisions of this agreement.

6.4.2 Lunch Periods

All employees working four (4) hours or more shall be entitled to an uninterrupted lunch period which shall not count as part of the employee's regular work hours. The length of time for such lunch period shall be for a period of one-half (1/2) hour and shall be scheduled by the employee's supervisor at or about the midpoint of each work shift.

- 6.5 The District and CSEA agree that time to train new employees is necessary. To that end, the District will provide time for a new employee to work with a supervisor or another employee at the supervisor's discretion, for up to one full work shift before taking on full responsibility for a work assignment. The purpose of this time is to provide orientation, and initial training regarding techniques, expectations and standards of the new employee's position.

6.6 Rest Periods

6.6.1 All bargaining unit employees shall be granted rest periods at the rate of fifteen (15) minutes per four (4) hours worked or as pro-rated for fewer hours worked. Rest periods shall normally be granted once during each four (4) hour block of work commencing with the beginning of the workday.

6.6.2 Such times shall normally be mutually agreed upon between the employee and his/her supervisor. However, if mutual agreement cannot be reached, the supervisor shall designate the rest period.

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

- 6.7 Staff lunchrooms are available for use by classified employees.

6.8 Voting Time Off

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without the loss of pay.

6.9 Overtime

Overtime pay, not compensatory time, shall be provided for unit members who provide services outside the regular work day for outside groups and for non-school events.

6.9.1 Overtime is defined to include any time worked in excess of 8 hours in any one day, or any time worked in excess of 40 hours in any calendar week.

- 6.9.2 All overtime hours as defined in this agreement shall be compensated for at a rate equal to time-and-one-half the regular rate of pay of the employee, with the exception that any work required to be performed on any legal or local holiday as provided for in this agreement shall be compensated for in addition to the regular pay received as a rate equal to one and-one-half times the regular rate of pay of the employee.
- 6.9.3 For employees with a workweek of four (4) hours or more per day, all hours worked on the seventh consecutive day of work shall be compensated at double the regular rate of pay.
- 6.9.4 For employees having an average workday of four (4) hours or more during the workweek, overtime shall include any time required to be worked on the sixth (6th) and/or seventh (7th) days of the workweek.
- 6.9.5 For employees having an average workday of less than four (4) hours during the workweek, overtime shall include any time required to be worked on the seventh (7th) day of the workweek.
- 6.9.6 No employee shall earn overtime or compensation time unless written prior authorization is obtained from the employee's supervisor. The prior authorization must indicate how the time will be paid -- in either overtime or comp time. If comp time is earned, it must be used, with the supervisor's prior approval, by August 31 of the fiscal year following the fiscal year in which it is earned. Any balance remaining on August 31 for compensatory time earned in the prior fiscal year shall be paid. Effective July 1, 2004, there will be a maximum cap of five (5) of the unit member's workdays of compensatory time that can be accumulated at any given time per year which shall be used or shall be paid at the end of the fiscal year. Also effective July 1, 2004, the unit member has the option to be paid for any overtime worked. (Agreed 4/4/00)
- 6.9.7 Overtime shall be distributed on a rotation basis among all qualified employees in order for all employees in each department to have an equitable opportunity of accepting or refusing overtime assignments.
- 6.10 Compensatory Time Off
- 6.10.1 An employee may elect to accrue compensatory time in lieu of cash payment for overtime worked except when such overtime is worked for outside groups or for non-school events. Compensatory time shall be calculated at the rate of one-and-one-half (1 1/2) hours for each overtime hour worked, with the exception that each hour of overtime worked on any legal or local holiday as provided for in this Contract shall be compensated for in addition to the regular pay received at a rate equal to one-and-one-half times the regular rate of pay.

6.11 Minimum Call in Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.

6.12 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime or call back, on call, or call-in time.

6.13 Call Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate irrespective of the actual time less than that required to be worked.

6.14 Hours Worked

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

6.15 Ten and one half and eleven month employees will work with their administrator/supervisor to develop an annual work calendar.

6.16 Summer School

Every classified employee shall be deemed to be employed for 12 months during each school year regardless of the number of months in which s/he is normally in paid status. Whenever the district has need for classified employees at times other than the regular academic schedule the district shall assign for service during such times regular classified employees of the district. When it is necessary to assign classified employees not regularly so assigned to serve at times other than the regular academic schedule, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. Those employees that have satisfactorily performed the duties during the previous summer school session will be given first rights to the same position for the following summer school session, if the position is not filled then the employees within the class will be offered the position before the position is offered to other classified employees within the District.

No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of one academic session and the beginning of the next scheduled session, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro-rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic schedule.

6.17 Special Projects

Summer work shall be assigned according to the following criteria and provisions:

1. Employees who work during the summer in a classification other than the classification in which they are regularly assigned in the usual work year shall be paid the rate of pay for the first step of the salary range of the classification to which they are assigned in the summer, or their rate of pay in their regular classification, whichever is higher. Payment will be on the supplementary payroll.
2. All summer positions shall be filled on the basis of qualification for the particular job. Should qualifications be equal the person with the most seniority in any classification in the bargaining unit shall be given preference.
3. Employees filling summer work positions shall neither establish nor accrue seniority or longevity in the summer work position they fill.
4. The above summer work assignment provisions shall not apply to work provided through work programs, court-ordered programs, or community service programs supported by local, state or federal subsidies where contracting for services outside of the bargaining unit is appropriate.

ARTICLE 7

Holidays

- 7.1 All probationary or permanent employees that are a part of the classified service shall be entitled to the following paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday (Education Code 45203):
- Labor Day
 - Admission Day - or another day instead as assigned to the school calendar to provide a 3-day weekend
 - Veteran's Day
 - Thanksgiving Day (That day declared as the holiday)
 - Friday following Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Martin Luther King Day
 - Lincoln's Birthday (That day declared as the holiday)
 - Washington's Birthday (That day declared as the holiday)
 - Memorial Day
 - Independence Day (July 4th)
- 7.2 Classified employees whose work year coincides with that of a teacher shall be given 182 work days:
- 180 workdays when classes are in session
 - 2 workdays
- 7.3 The pay each employee shall receive on any holiday shall be the same pay the employee would have received had the holiday been a regular work day.
- 7.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 7.4 Notwithstanding the adoption of separate work schedules for the certificated and classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.
- 7.5 Holiday Eligibility
Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

- 7.5.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, or January 1, shall be paid for those 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 holiday period.

ARTICLE 8

Vacations

8.1 Eligibility

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis July 1 - June 30.

- 8.2 Full-time bargaining unit employees employed for a period of eleven (11) or twelve (12) months shall receive paid vacation (annual leave) at a time mutually agreed upon by the District Superintendent, or his designee, and the employee. Such employees who have completed the number of years of service shown in the left-hand column shall accrue the number of days of paid vacation shown in the right-hand column at the beginning of the next year of full-time service.

Years Completed	Days Earned
0-3	10
4-7	15
8-10	18
11+	21

- 8.2.1 Bargaining unit employees employed for less than 11 months per year shall accrue paid vacation on a pro-rated basis in such proportion as the number of months they work, or major portion thereof, bears to twelve (12) calendar months.

8.3 Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

8.4 Vacation Pay

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

8.5 Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective day of the termination.

8.6 Vacation Payoff

If an employee is not able to use all of his earned vacation during a given year and is not permitted to carry over said vacation, the employee shall be provided cash compensation at his regular rate of pay for all such vacation which cannot be used or carried over.

8.6.1 Vacation Carryover
Unit members may carry over a maximum of ten (10) vacation days to the year following the year earned.

8.6.2 Vacation Conflicts
Seniority will be used as the criterion for a supervisor to resolve conflicts with vacation requests.

8.7 Holidays
When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day of vacation and pay for each holiday falling within that period.

8.8 Interruption of Vacation
An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination which is satisfactory to the Superintendent or his designee.

8.9 Vacation Time Off
Vacation time shall be taken in no less than one (1) hour increments.

ARTICLE 9

Leave of Absence

9.1 All part-time bargaining unit employees shall be entitled to sick leave and all other leave benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves granted by this section, but such leaves shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employee bears to eight (8) hours per day, forty (40) hours per calendar week, calendar weeks per month, or twelve (12) calendar months per year.

9.1.1 Catastrophic Leave Program

A Catastrophic Leave Program will be available to all classified employees when an employee or a member of his or her family suffers from a catastrophic illness or injury. (Family defined as: his/her spouse/domestic partner, son, daughter, mother, mother-in-law, father, father-in-law, grandfather, grandmother of the employee or spouse/domestic partner, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, step-mother, step-father, or any relative living in the immediate household of the employee.

9.1.2 The rules and regulations of the program will be as defined in Education Code Section 44043.5, and Administrative Regulations approved by the Board of Trustees and the Association as follows:

a) **ELIGIBILITY:**

All classified employees eligible for sick leave. (Education Code 44043.5)

b) **REQUEST MADE:**

All requests are to be made in writing, addressed to the Superintendent or Designee by one of the following:

1. Employee/Employer
2. Relative
3. Other staff member

The Superintendent or Designee will present the Board of Education with the request for a Catastrophic Leave of Absence, which requires Board approval.

c) **VERIFICATION:**

Doctor verification of illness/injury and probable length of absence required when application is made. The Board of Education may require additional verification if leave is to be extended.

d) **PRIVACY:**

Individual would explain to the Superintendent or Designee what the catastrophic illness/injury is and how much information can be released to other members.

e) DONOR METHOD:

The following method will be used to determine donors on a voluntary basis:

1. On behalf of the employee, the Superintendent or Designee will notify all district employees of the need for sick leave donations; donations submitted of one (1) or more days. For purposes of this section a “day” is defined in each case as the total number of hours in the recipients normal work day.
2. Random drawing—List of donors will be created in order of draw.
3. One day from each donor until need is met.
4. If need is not met by #3, the process will start from the top.
5. Employee/employer will be notified if an employee’s day was used.

f) APPEAL PROCESS:

Appeal panel will be one from school site other than the site of the employee.

9.2 Sick Leave

9.2.1 All bargaining unit employees shall be entitled to paid leaves of absence for illness or injury. Full-time employees employed for five (5) days per week and twelve (12) months per year shall earn twelve (12) days of sick leave per year. Pay for any day of absence shall be the same as the pay which would have been received had the employee reported for work that day. Credit for sick leave need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time of the year. However, a new employee of the District shall not be eligible to take more than six (6) days leave, or the proportionate amount to which he may be entitled, until the first day of the calendar month following completion of the probationary period.

9.2.2 Sick leave shall be cumulative from year to year without limitation.

9.2.3 Except in cases of emergency, all employees shall give notice of their impending absence to their principal/designee or supervisor as soon as possible, but in no case less than two (2) hours before the start of a work shift.

9.2.4 If requested, the employee will provide a physician or recognized religious practitioner verification for absence beyond three (3) consecutive days. Further, the district may require such verification on any day of absence in which 20% or more of the bargaining unit employees are absent.

Note: When the employee is required to be certified as ill by the District's physician, the district shall pay the bill.

9.2.5 Sick Leave

9.2.51 Any and all sick leave accumulated by a new bargaining unit employee while in the employ of another public school district of the State of California shall, at the employee's option, be transferred with the employee and accredited to his sick leave bank in the District (limited to sick leave accrued since September, 1965). The District shall verify the accumulated sick leave with the school district of prior employment.

9.2.52 Bonus Days

Only those unit members who work five (5) days per week are eligible to earn up to two (2) bonus days per year. Employees who work less than five (5) days per week are eligible to earn no more than one (1) bonus day per year. Unit members may earn bonus days as follows:

- a. A unit member who works five (5) days per week and does not use any of his or her annual sick leave during the full year for their position shall earn two (2) bonus days which may be used during the following year.
- b. A unit member who uses three (3) or less days of annual sick leave during the full year for their position shall earn one (1) bonus day which may be used during the following year.
- c. Bonus days are intended be used during the fiscal year following the fiscal year in which they are earned. However, one (1) bonus day may be carried over to a second year. If not used, they are lost. No explanation is required when a bonus day is used but pre-approval of the unit member's supervisor is required.
- d. For school year employees only, rather than accepting time off, the unit member may instead opt to accept payment of \$50.00 per each bonus day earned. Should an affected unit member opt for such payment he/she shall notify the District's Personnel Office by May 31 of his/her intent to seek payment for the bonus day(s).

9.2.53 When a bargaining unit employee is absent from his 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 his employment, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence.

9.2.54 A permanent bargaining unit employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of non-industrial accident or illness may be granted, at the discretion of the District, additional leave may be paid or unpaid, not to exceed

six (6) calendar months. The District may renew such leave, paid or unpaid, for two (2) additional six-month periods or such lesser periods as it may provide, but not to exceed a total of eighteen (18) months.

9.2.55 Employees who have demonstrated perceived abuse of using sick leave, and who take a sick day the day before an extended holiday and/or the day either before or after a long weekend, will be required to furnish a doctor's verification of illness. (Agreed 6/24/94)

9.3 Industrial Accident or Illness Leave

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, employees shall be entitled to the following benefits:

- 9.3.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to 60 working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 9.3.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 9.3.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 9.3.4 Any time an employee on Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 9.3.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

9.3.6 The Governing Board may require that an employee serve or have served continuously for six (6) months with the district before the benefits provided by this section are made available to the employee.

9.3.7 The six (6) provisions above dealing with Industrial Accident and Illness leave shall be applicable only to regular full-time and part-time employees and not to substitute or short term employees.

9.4 Maternity Leave

Female bargaining unit employees shall be eligible for unpaid maternity leave beyond any sick leave benefits to which they are otherwise entitled. The effective date of any such leave, the duration of the leave, and the termination date of the leave shall be determined by the employee and the attending physician. The employee shall provide the District with documentation from the physician verifying his recommendations for commencement date and termination date of any such leave.

9.5 Bereavement Leave

9.5.1 All bargaining unit employees shall be granted paid bereavement leave not to exceed three days, or five days if travel over 400 miles is required, or if the employee is involved in the estate settlement, on account of the death of any member of his immediate family. No deductions shall be made from the salary of such employee, nor shall such leave be deducted from other leave provided for in this agreement. Normally, bereavement leave shall be taken during a period of time proximate to the death of the immediate family member and/or in connection with the observance of a memorial service for the immediate family member.

9.5.2 Immediate family, as used in this section, means the employee's spouse/domestic partner, son, daughter, mother, mother-in-law, father, father-in-law, person standing in loco parentis, grandfather, grandmother of the employee or spouse/domestic partner, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, step-mother, step-father, or any relative living in the immediate household of the employee.

9.6 Personal Necessity Leave

9.6.1 Up to seven (7) days of sick leave may be used at the employee's election for personal necessity. The District agrees to the use of up to three (3) of the allowed personal necessity days annually for personal business left to the discretion of the employee. Such days should be identified as "personal business."

The District and CSEA agree that in the spirit of this section involving personal necessity days, that days identified as personal necessity are to be used for reasons that are serious in nature including any of the following:

- a. Death of a member of the immediate family as defined in Section 9.52 above when additional leave is required beyond that provided for under Bereavement Leave.
- b. Accident involving his person or property, or the person or property of a member of his immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness.
- d. Death of any of the following: foster parent, step-parent, step-child, foster-child, brother-in-law, sister-in-law.
- e. One day of Paternity Leave for a father following the birth or adoption of his child.
- f. Any other reason mutually agreed upon by the employee and the District Superintendent or his designee.
- g. No earned leave of absence for illness or injury (sick leave) in excess of seven (7) days may be used in any one (1) school year for the purposes enumerated in this section.
- h. If the bargaining unit employee elects not to have such leave deducted from his sick leave, the deduction will be made as salary at a rate no greater than his daily salary.

9.6.2 Personal Necessity Leave may not be used for the sole purpose of extending a vacation or holiday.

9.7 Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. A day during which any employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after and who is required to serve four (4) hours or more of the day on jury duty shall be relieved from work with pay.

9.8 Break in Service

9.8.1 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status.

9.8.2 No period of unpaid leave of absence of less than 120 calendar days shall be considered a break in service for the purposes of earning seniority under this agreement.

9.8.3 Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefit.

9.9 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee.

9.10 In any given year, up to two (2) CSEA bargaining unit members, who are Chapter Delegates to the CSEA Annual Conference, may elect to use up to five (5) days of their Personal Necessity to attend the CSEA Annual Conference.

9.11 Child-Rearing Leave

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his or her child upon birth or adoption. Such leave shall be for the maximum period of three (3) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

9.12 An employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20963 or its successor if the employee is filing a request for retirement.

ARTICLE 10

Retraining and Study Leave of Absence

- 10.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit provided the program of study/retraining is acceptable to both the employee and the employer.
- 10.2 Such leave of absence may be taken in separate six (6) month periods in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 10.3 Study leave will not normally be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
- 10.4 Retraining leave will not usually be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 10.5 No more than one study leave of absence will normally be granted in each seven (7) year period.
- 10.6 No more than one retraining leave of absence will normally be granted in each three (3) year period.
- 10.7 The District may prescribe standards of service which shall entitle the employee to the leave of absence.
- 10.8 Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation days, vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.
 - 10.8.1 Retirement credit during any sabbatical year shall be earned in accordance with the percentage of normal income earned during the sabbatical year.
 - 10.8.2 The District agrees to verify to PERS that the employee is considered the same percentage of a full-time employee as their salary is to what it would be if they were a full-time employee.

Note: This retirement provision shall be in effect subject to the approval of PERS

- 10.9 Employees on retraining and study leave will receive one-half of their regular salary or any additional amount up to and including the full salary of the employee on leave—to be decided between the District and the employee.
- 10.10 Compensation for salary will be paid the employee while on leave in the same manner as if the employee were working for the district upon furnishing the district a suitable bond indemnifying the district against loss in the event that the employee fails to render at least two years service in the employ of the district following the return of the employee. The bond shall be exonerated in the event of the employee's death, physical or mental disability. Such bond may be waived by the district if the governing board declares by resolution that the interests of the district will be protected by the written agreement of the employee to return to the service of the district and render at least two years' service following his return from leave. In this case the district will pay the employee on leave in the same manner as though a bond is furnished.
- 10.11 Retraining and Study Leave is defined for purposes of this article as an extended leave of absence and not applicable to such uses as workshops, in-service training and state mandated programs for recertification/relicensing.

ARTICLE 11

Classification

11.1 Placement in Class

Every bargaining unit position shall be placed in a class and each classification shall be described in the job description. (2/91)

11.2 Reclassification Procedure

“Reclassification” means the upgrading of a position to a higher classification as a result of the gradual change of the duties being performed by the incumbent in such position. (1/14/2000)

A reclassification request may be made by an employee or the district to a panel of three (3) members; one member being appointed by CSEA, one member being appointed by the District, and the third member being agreed upon by both parties. All costs of the third party will be borne by the District and CSEA equally. (5/7/91) The panel shall meet twice a year; prior to March 31 and prior to October 31, to consider any reclassification requests received by March 1 or October 1, respectively. (9/25/95)

11.3 New Positions or Classes of Positions

All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

11.4 Salary Placement of Reclassified Positions

When a position is reclassified, the position shall be placed on the salary schedule on a range which will result in at least a one (1) range increase above the salary of the existing position.

11.5 Reallocation Procedure

“Reallocation” means the upgrading of a total class of positions as a result of a change of duties of the entire class. When a class of positions is recommended to be reallocated, such proposed action shall occur in a negotiation session between District and CSEA.

11.5.1 Incumbent Rights

When an entire class of positions is reclassified, the incumbents in the positions who are qualified shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this agreement.

ARTICLE 12

Transfers

- 12.1 A transfer is a move from one job location to another without change in classification and without change in hours of more than one hour. The five district "job locations" are: the District Office, Analy High School, El Molino High School, Laguna High School Russian River Ramparts, Nuevo Leon, West Sonoma County Union High School District Community Day School, and Special Education Consortium. (1/24/93)
- 12.2 An employee may be permanently transferred by the Superintendent or his designee according to the needs of the district.
- 12.3 Temporary Job Location Transfer
No employee shall be assigned to work in a job location other than the employee's normal work site for a period in excess of ten (10) working days without the written consent of the employee.
- 12.3.1 Except in extreme emergencies, such temporary reassignments will be posted at least 24 hours before reassignment begins. Posting shall include starting and probable ending date of assignment.
- 12.3.2 An employee required to work at a job location other than his regular site shall be financially reimbursed at the current contract mileage rate for any actual increase in mileage in employee's personal vehicle mileage caused by such reassignment. This includes mileage from regular job site to new job site if it is required that employee check in at regular job site during work day and extra mileage from home to new job site if employee is to go directly to new job site and this is farther from his home than the regular job site.
- 12.4 The District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties, provided that medical proof is shown, that the person involved is able to perform the alternate work available and meets all minimum qualifications for the job.
- 12.4.1 The pay rate for the medically disabled person shall become that of the vacant position to which he/she is assigned. The employee retains the right to refuse such work that is offered, and in so doing does not waive his/her right to other alternate work which may become available within the 39-month reemployment period set forth in law.
- 12.5 Lateral Transfers
- 12.5.1 When a bargaining unit position becomes vacant or a new position is created in an existing classification of the bargaining unit, the District shall give the opportunity to transfer to all employees serving in the same classification.

12.5.2 The District reserves the right to fill a unit job vacancy with the best qualified candidate based on past evaluations. If two (2) or more employees are equally satisfactorily qualified, the employee with the greatest hire date seniority shall be selected.

12.5.3 a) Displacement rights in case of layoff and, b) voluntary demotions to a classification previously held shall take precedence over lateral transfers (in this order).

ARTICLE 13

Promotion

- 13.1 If there are no requests for transfer, the position shall be offered to other employees of the bargaining unit as well as to outside applicants. The District reserved the right to fill a unit job vacancy with the best qualified candidate. If candidates are equal in qualifications, the position shall be offered to the employee of the bargaining unit who has applied. If two (2) or more employees have equal qualifications, the employee with the greatest hire date seniority shall be the one to be reassigned.
- 13.1.1 a) Displacement rights in case of layoff and, b) voluntary demotions to a classification previously held shall take precedence over Section 13.1 above (in this order).
- 13.2 Posting of Notice
- 13.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.
- 13.2.2 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time employees may file for the vacancy.
- 13.3 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.
- 13.4 Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Superintendent within the filing period. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf.
- 13.5 Within eight (8) working days following completion of the filing period, each candidate shall be notified in writing as to whether he/she met the qualifications as posted.

ARTICLE 14

Layoffs and Reemployment

14.1 *Reason for Layoff*

Layoff shall occur only for lack of work or lack of funds.

14.2 *Notice of Layoff*

The District shall notify CSEA of any proposed layoff. Any employee subject to layoff shall be given at least sixty (60) days written notice prior to the effective date of the layoff. The District and CSEA shall meet prior to the effective date of such notice of layoff to review and determine the order of layoff within the provisions of this Agreement.

14.2.1 Any notice of layoff shall specify the reason for layoff and identify by name and classification the employee designated for layoff. The notice shall also include displacement rights, if any, and reemployment rights. Failure to give written notice shall invalidate the layoff.

14.3 Reduction in hours shall not be subject to any other provision of this article. The District shall notify CSEA of any proposed reduction of hours for CSEA bargaining unit members. Upon request, the District and CSEA shall meet and negotiate the decision to reduce hours and the impact of the reduction prior to any action taken.

14.3.1 The district and the CSEA agree that, when the district is considering a reduction in hours of a vacant position, the District shall notify the CSEA of such reduction prior to any action taken to advertise for, or employ, someone in that position.

14.4 *Order of Layoff*

Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority shall be laid off first. Seniority shall be based on hire date. (Note: In case of voluntary leave of absence of more than 120 calendar days, the hire date shall move forward to reflect all the time the employee has been on the voluntary unpaid leave).

14.5 *Bumping Rights*

An employee laid off from his/her present class may bump into an equal class or into the next lower class, provided the employee has served in that class and he/she has more combined district-wide seniority than the least senior employee in such equal or lower class.

14.6 *Layoff in Lieu of Bumping*

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement.

14.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

14.8 Reemployment Rights

Laid off persons are eligible for reemployment in the class from which they were laid off for a period of thirty-nine (39) months and shall be reemployed in reverse order of layoff. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this agreement and use their hire date seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions of Section 14.12.

14.9 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

14.9.1 Reclaiming a position or additional time under this provision shall take precedence over the assignment of additional hours to part time employees as defined in Section 6.51 a.

14.10 Retirement in Lieu of Layoff

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

14.10.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 14.8 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.

14.10.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed thirty (30) days to terminate his/her retired status.

14.10.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which he or she was laid off shall be deemed to be permanently retired.

- 14.10.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.
- 14.11 Seniority Roster
The District shall maintain an updated seniority roster indicating employees' class seniority in accordance with section 14.4 above. Such rosters shall be available for inspection by CSEA during usual working hours.
- 14.12 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 employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- 14.13 Employee Notification to District
An employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.
- 14.14 Reemployment in Highest Class
Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.
- 14.15 Improper Lay Off
Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error.
- 14.16 Seniority During Involuntary Unpaid Status
Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.
- 14.17 Actions taken against employees as disciplinary measures shall not be subject to the provisions of this Article.
- 14.18 Effects of Layoff
The California School Employees Association and its Analy Area Chapter, 172, and the West Sonoma County Union High School District agree as follows:

- 14.18.1 That the procedure as provided in the current contract between the District and CSEA, Article 14, for layoff and reemployment be followed;
- 14.18.2 That a complete seniority roster for all classifications affected be made available to CSEA;
- 14.18.3 That following receipt of layoff notices, any employees to be laid off be permitted to use any of his/her available personal necessity leave for the purpose of seeking other employment;
- 14.18.4 That District-paid Health and Welfare Benefits coverage continue in accordance with Article 5, Section 5.4 and that any laid off employees not covered by Section 5.4 be eligible to continue coverage at their expense as provided in Section 5.62 of the current contract between the District and CSEA for retirees or employees on leave, limited to three months after effective date of layoff for Delta Dental, and 39 months after effective date of layoff for medical insurance provided that the carrier will agree to this coverage;
- 14.18.5 That substitute work be offered to laid-off employees first and at the rate of pay no less than at layoff time, before it is offered to other people unless the laid off employee indicates that he/she is not interested in substituting;
- 14.18.6 That vacant position in the same classification, not only the ones previously held by laid off employees, for which the laid off employees qualify be offered to laid off employees before the Transfer Article 12 is implemented;
- 14.18.7 The District will furnish seniority lists to affected employees.
- 14.18.8 Laid off employees who inform the district of their desire for employment in classification other than that in which they were laid off shall be given written notice of any vacancies in such classifications.
- 14.18.9 Custodial staff will be provided written statement of reassigned duties and a copy will be provided to CSEA. If the employee desires, a CSEA representative may attend a meeting with the supervisor to discuss the statement. Assignment of duties is a management prerogative.
- 14.18.10 Aides whose hours will be reduced shall be laid off and shall be offered a position with reduced hours.
- 14.18.11 Layoffs shall be effected as per lists provided.

ARTICLE 15

Safety Conditions of Employment

15.1 District Compliance

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or federal law.

15.2 Safety Committee

At the request of the District or Association an ad hoc safety committee shall be formed composed of two members appointed by the District and two (2) members appointed by CSEA which committee shall review health, safety, sanitation and working conditions as they relate directly to Section 15.1. The committee shall make recommendations to the District concerning improvements in such conditions.

15.3 Release Time

The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Section 15.2.

15.4 No Discrimination

Neither the District nor CSEA shall discriminate in any way against any employee as a result of reporting any condition believed to be a violation of Section 15.1.

15.5 Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others as determined by the Superintendent (or his designee) and the safety committee, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.

ARTICLE 16

Job Representatives

16.1 Purpose

The District recognizes the need and reaffirms the right of CSEA to designate Job Representatives from among employees in the unit.

It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

16.2 The number of Job Representatives shall be no more than three (3) - one (1) at the El Molino job site, one (1) for the Analy/Laguna job sites and one (1) for the Special Education Consortium job sites.

16.3 CSEA shall designate the method of selection of Job Representatives. CSEA shall notify the District in writing of the names of the Job Representatives and the site they represent. If a change is made, the District shall be advised in writing of such change.

16.4 Duties and Responsibilities of Job Representatives

The following shall be understood to constitute the duties and responsibilities of Job Representatives:

16.4.1 After notifying his/her immediate superior, a Job Representative shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing, and presentation of grievances. The Job Representative shall advise the Supervisor of the grievant of his/her presence. The Job Representative is permitted to discuss a grievance with all employees immediately involved, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

16.4.2 If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Job Representative at the time of the notification mentioned in Section 16.41, the Job Representative shall be permitted to leave his/her normal work area no later than two hours after the Job Representative provides notification.

16.4.3 Job Representatives shall be entitled to one (1) hour per week, cumulative to a maximum of four (4) hours, to use as described in Section 16.41 above. Time spent in formal grievance hearings shall not count against these hours.

16.4.4 Job Representatives shall at any time (in accordance with Section 16.42 and 16.43 above) be entitled to seek and obtain assistance from CSEA Staff Personnel.

ARTICLE 17

Grievance Procedures

17.1 Definitions

- 17.1.1 A "grievance" is a written claim by one or more employees that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement.
- 17.1.2 A "grievant" is a bargaining unit employee or employees making the claim and/or CSEA.
- 17.1.3 A "party of interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 17.1.4 "Day" is any day the District Office is open for normal business.

17.2 General Provisions

- 17.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution(s) to a grievance.
- 17.2.2 Nothing contained herein shall be construed as limiting the right of any bargaining unit employee prior to initiating the formal grievance procedure to discuss the matter informally with the immediate supervisor or any appropriate member of the administration to whom it applies and to have the grievance adjusted without the intervention of CSEA, provided that the adjustment is consistent with the terms of this agreement.
- 17.2.3 Since it is essential that grievances be resolved as rapidly as possible, the time limits specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may be modified by mutual agreement in any specific grievance without setting precedents.
- 17.2.4 A grievant shall attend all meetings scheduled to hear his/her grievance when physically able to do so.
- 17.2.5 If the grievance arises out of the action or inaction of a Department head or Administrator above Level I, the grievance may be initiated at the level which is one level higher than that at which the Department Head or Administrator is located.
- 17.2.6 Decisions rendered at all formal levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and will be transmitted promptly to all parties of interest and the chief executive officer of CSEA.

- 17.2.7 When it is required that a grievant(s) be absent from his/her duties pursuant to these procedures, he/she shall suffer no loss of pay.
- 17.2.8 During these proceedings and until a final determination has been reached, all proceedings shall be confidential.
- 17.2.9 Should the grievant(s) be satisfied with a recommended resolution of the grievance rendered at any level below level 3, the District shall be notified in writing of the acceptance of the recommended resolution prior to the expiration of the time limit for proceeding to the next level.

17.3 Procedures

When an employee has a grievance, it shall be presented in the following manner:

17.3.1 Informal Level

Within ten (10) days after the occurrence of the act or omission giving rise to a potential grievance or after such time as the grievant became aware of the occurrence, act or omission not to exceed one calendar year, a grievant will discuss the grievance with the immediate supervisor. The employee shall notify the supervisor that the discussion is at the Informal Level of the grievance procedure.

17.3.2 Level One

- a. If the matter has not been resolved at the Informal Level conference the aggrieved person may, within 10 working days, present his/her grievance in writing to the Supervisor.
- b. The written grievance shall state the circumstances on which the grievance is based, the exact item in the contract that has allegedly been violated, the person involved, and the decision rendered at the informal conference, and the remedy sought.
- c. Before a decision is rendered, the supervisor and grievant may meet to discuss the grievance further if mutually agreeable.
- d. The Supervisor shall answer the employee's appeal in writing within ten (10) working days after it is received.

17.3.3 Level Two

- a. In the event the aggrieved person is not satisfied with the answer given from level one, he/she may appeal the decision to the Superintendent in writing within ten (10) working days after the receipt of the decision.
- b. The written appeal shall include a statement detailing why the aggrieved person believes the resolution proposed at Level One is inconsistent with the terms of the remedy sought.
- c. Before a decision is rendered, the Superintendent shall meet with the grievant and the supervisor to give each a chance to present his/her case.
- d. The Superintendent shall answer the employee's grievance in writing within ten (10) working days after it is received.

17.3.4 Level Three

- a. If the grievant is not satisfied with the decision at Level Two, the grievant may submit a written request to the Association to invoke arbitration. Written notice of the Association's intent to invoke arbitration shall be given within ten (10) days of the grievant's receipt of decision at Level Two. Only the Association may invoke arbitration under the provisions of this section.
The Association and the District shall select a hearing panel. The panel shall consist of one person to serve as an arbitrator. If no agreement can be reached on an arbitrator, the District and CSEA shall request that the California State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- b. The fees and expenses of the arbitrators and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- c. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If a question of arbitrability is raised by either party, the arbitrator shall first receive the evidence and arguments relating to such issue. This shall not preclude the arbitrator from receiving evidence and arguments on the merits of the grievance prior to rendering a decision on arbitrability.
- d. The arbitrator shall have no power to add or subtract from the terms and conditions of this Agreement.
- e. The arbitrator shall be without power or authority to make any decision that requires the District or the Administration to do an act prohibited by law.
- f. Within thirty (30) days following the closing of the hearing or the submission of briefs, the arbitrator shall render an award in writing to the parties.
- g. Within thirty (30) days the decision will be implemented.

17.4 Employee-Processed Grievance

An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the district. Prior to a resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is

consistent with the terms of this agreement shall be subject to the grievance procedure.

17.5 Grievance Witnesses

The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant or CSEA (when it represents the grievant). Any employee witnesses required to appear in connection with this article shall suffer no loss of pay.

17.6 The grievant and a designated CSEA Job Representative (if requested by the grievant) shall be released from normal work duties without loss of pay to attend any formal grievance meetings with supervisory or management personnel.

17.7 Separate Grievance File

Until a grievance is resolved, all materials concerning an employee's personnel file which file shall be available for inspection only by the employee, the CSEA Job Representative (with permission of the grievant), management personnel, and the supervisor of the grievant. The secretary to the Superintendent shall be the confidential person designated to type all classified grievance materials to go into this separate grievance file. This file may also be inspected by anyone who has been jointly approved by the grievant (or CSEA when it represents the grievant), and the Superintendent.

17.8 At Level One or any later level of the grievance procedure that grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, CSEA shall be relieved of any further obligation of representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure including the costs of arbitration.

17.9 If two or more employees with different immediate supervisors have the same grievance, only one of them need file it, with the resulting decision setting a precedent.

ARTICLE 18

Contracting Out

- 18.1 During the life of this agreement, the District agrees that it will not contract out custodial, maintenance, instructional aide, or clerical work which has been customarily and routinely performed by employees in the bargaining unit covered by this agreement unless CSEA agrees to same or contracting is specifically required by the Education Code. This section shall apply only if contracting out would result in the displacement of bargaining unit personnel; i.e. the loss of regular working hours and/or layoff.
- 18.1.1 This section shall not apply to special maintenance work or other short-term projects not normally performed by or in the capability of the employees.
- 18.1.2 This section shall not apply if overtime hours by regular employees would be required to perform the desired work.
- 18.2 It remains the lawful right of the district to contract out its transportation and food service activities. However, the District shall give at least ninety (90) days advance notice to CSEA and an opportunity to negotiate the impact prior to Board action.
- 18.3 Procedures for authorizing volunteer work and construction projects for West Sonoma County Union High School District.
- 18.3.1 Whenever a community member or organization wants to volunteer service for a school project the requestor must complete the attached form, Appendix G, and include details regarding the project. The requestor shall provide a sketch that identifies the location on campus, and a diagram of the project. This Project Proposal will be submitted to the site Principal.
- 18.3.2 The site principal will review the impact on the site, the need for the proposed project, and the ongoing maintenance that will be required by site personnel. The principal will forward the Project Proposal to the Director of Maintenance and Operations.
- 18.3.3 The Director of Maintenance and Operations will evaluate the Project Proposal for conformance with State and Local building codes, review the impact on workload and ongoing maintenance needs for site or district personnel. The Director of Maintenance and Operations will forward the Project Proposal to the Superintendent or designee with his/her recommendations and comments.
- 18.3.4 The Superintendent or designee shall provide a copy of the Project Proposal to the CSEA President.

- 18.3.5 The Superintendent or designee will review the Project Proposal for cost to the district.
- 18.3.6 If the Superintendent or designee determines that Project Proposal is not feasible then she/he shall notify the requestor. If the Superintendent or designee determines that the Project Proposal should go forward she/he shall notify CSEA by letter to the CSEA President with a copy to CSEA Labor Relations Representative.
- 18.3.7 If CSEA approves the Project Proposal, CSEA shall notify the District by letter to the Superintendent. If CSEA has an issue with the Project Proposal then CSEA shall respectfully demand to negotiate over the decision and/or the effects of the decision to allow a volunteer project that impacts bargaining unit work. The parties agree to meet and negotiate the issue(s) as soon as possible.
- 18.3.8 During the project the volunteers must be supervised by district personnel at all times. Upon completion of the project district personnel will be responsible for all ongoing maintenance responsibilities.

ARTICLE 19

Evaluation Procedures

- 19.1 No less than two (2) evaluations shall take place during the probationary period of employment. One of the two evaluations will take place at the end of the third month of probationary period, another at the end of the fifth month of the probationary period of six months service. If the required evaluation(s) warrant it, the District Superintendent or designee may extend the evaluation period for an additional three (3) months to no more than nine (9) months of probationary service with the District. If the Superintendent or designee exercises this option he/she will first meet with the probationary employee to counsel him/her as to the reason(s) for the extension. During this extended probationary period the employee must be evaluated at the end of the seventh month.
- 19.2 Permanent employees shall be evaluated not less than one (1) time per year and prior to May 1 by their immediate supervisor. A permanent employee who has five (5) consecutive satisfactory evaluations may opt to be evaluated every other year based on mutual agreement between the employee and immediate supervisor.
- 19.3 All evaluations of bargaining unit employees shall be executed on a form which shall be provided by the District, the attached as Appendix D.
- 19.4 Each classified employee shall be provided with a copy of each evaluation of their performance within a reasonable period of time after its preparation.
- 19.5 Each classified employee shall sign the copy of the evaluation form which will be placed in their District personnel file. Such signature indicates only that the employee has had the opportunity to review the evaluation with the immediate supervisor, and does not necessarily indicate agreement with the evaluation rendered.
- 19.6 Any negative evaluation shall include recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
- 19.7 The employee may prepare a written response to any negative evaluation. The written response shall be attached to the evaluation, and may be prepared during on-duty hours.
- 19.8 The personnel file of each employee containing evaluation material shall be maintained at the District's central administration office. Any files kept by any Supervisor of any employee shall not contain any evaluation material that is not in the main personnel file.
- 19.9 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district, with the exception of evaluation material that includes ratings, reports, or records which were obtained to the employment of the employee involved.

- 19.10 All evaluation material shall be kept in confidence and shall be available for inspection only to other employees of the District or to members of the Board of Trustees when actually necessary in the proper administration of District's affairs or the supervision of the employee.
- 19.11 The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee. The log shall be maintained in the employee's file.
- 19.12 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 19.13 All evaluation materials older than five (5) years shall be maintained in the employee's file in sealed envelope, and may be opened only when the Superintendent, his management designee, or the employee determine there is a need to do so.
- 19.14 Any derogatory material shall not be put in an employee's personnel file until the employee has been provided a copy and given at least ten (10) work days to attach a response.

ARTICLE 20

Disciplinary Action Procedures

20.1 Probationary Period

- 20.1.1 Classified employees shall serve a period of probation which shall be six (6) months in duration, unless the Superintendent or designee extends the probationary period to no more than nine (9) months.
- 20.1.2 During the probationary period, a classified employee may be dismissed at the pleasure of the Board of Trustees, upon the recommendation by the Superintendent.

20.2 Permanent Classified Employees—Discipline and Dismissal

- 20.2.1 Discipline shall be imposed upon a permanent member of the classified bargaining unit only for just cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district. A permanent employee is one who has completed an initial probationary period of six (6) months beyond the initial date of employment by the District and is referred to in this procedure as an "employee."
- 20.2.2 Whenever possible, disciplinary action will be taken only after the employee has been counseled by his/her immediate supervisor and/or Superintendent regarding unsatisfactory actions or lack of action.
- a. Notice of Concern
A supervisor may counsel the employee verbally or present the employee with a written Notice of Concern. This notice shall include methods and recommendations for improvement. The Notice of Concern shall not be placed in the employee's file, but shall be used only to help the employee improve in the areas of concern.
- 20.2.3 Letter of Reprimand
- a. A reprimand or warning notice relating to an action or lack of action may be placed in an employee's personnel file. The employee shall be provided a copy and a notice of opportunity to reply. The employee must be given at least ten (10) work days to reply before the document is placed in his/her personnel file. The employee's written comments/response, if any, must be attached to the reprimand or warning notice.
- b. Employees who receive two letters of reprimand within a six month period shall be subject to a suspension in accordance with the provisions of this article. Employees who receive three letters

of reprimand within a nine month period shall be subject to dismissal in accordance with the provisions of this article.

20.3 Types of Disciplinary Action

20.3.1 Demotion:

An employee may be demoted to a lower salary classification for cause and in accordance with this procedure.

20.3.2 Suspension:

An employee may be suspended for cause and in accordance with this procedure, for a period of up to thirty (30) days without pay.

20.3.3 Dismissal:

An employee may be dismissed for cause and in accordance with this procedure.

20.4 Since disciplinary action is a very serious matter, cause shall be determined to exist if evidence has been submitted in writing to the employee and the employee's supervisor. Unsubstantiated hearsay or verbal complaints shall not be considered as evidence of cause.

20.5 A permanent employee may have disciplinary action taken for any of the following causes:

1. Unauthorized absence
2. Conviction of a crime
3. Incompetency or inefficiency
4. Insubordination
5. Neglect of duty
6. Intoxication while on duty, drinking or possession of alcoholic beverages on the job
7. Illegal use, possession, sale or otherwise furnishing or being under the influence of any controlled substance as defined by Health and Safety Code, Section 11007
8. Conviction of a sex offense as defined in the Education Code
9. Conviction of narcotic offense as defined in the Education and Penal Code

10. Disorderly or immoral conduct while on duty
11. Willful violation of District policy and regulations or of an order made by the employee's immediate supervisor or by a District administrator
12. Willful violation of the State law(s) while on duty
13. Negligent or willful damage to District property or waste of public supplies or equipment
14. Falsification of application
15. Dishonesty while on duty or in employment related matters
16. Repeated unexcused tardiness or absences
17. Inability to work harmoniously with other employees of the District
18. Discourteous treatment of the public, fellow employees or students
19. Evident unfitness for service
20. Failure to maintain licenses or certificates required for the position
21. Misappropriation of District funds or property
22. Willful violation of the provisions of the agreement between the District and Analy Area Chapter 172 of the California School Employee's Association

20.6 *Recommendation of Disciplinary Action; Notice*

The Superintendent shall recommend disciplinary action to be taken against a permanent classified employee to the Board of Trustees. The employee shall be entitled to a hearing before the Board of Trustees prior to imposition of disciplinary action by the Board. The hearing shall be held within a reasonable period of time, but not less than five (5) work days after the filing of a request for a hearing. The Superintendent shall serve written notice on the employee, either by personal service or by certified mail. Said notice shall contain the following:

- 20.6.1 A statement of the specific charges against the employee including:
- a. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action based; and
 - b. A statement of the cause for the recommended disciplinary action. If it is claimed that the employee has violated a District regulation or order, that regulation or order must be set forth.

- 20.6.2 A statement of the disciplinary action which is being recommended.
 - 20.6.3 A statement of the employee's right to a hearing on the charges and to be represented at such hearing by a representative of his/her choice;
 - 20.6.4 The right to have such hearing conducted in open or closed session;
 - 20.6.5 A statement of the time within which the employee may request a hearing which shall not be more than five (5) work days after service of the notice to the employee. This notice shall be effective upon personal service or deposit with the United States Postal Service. The notice shall be accompanied by a form which, when returned to the employee, shall constitute a demand for a hearing and a denial of all charges. Failure to request a hearing in writing within the specified time shall be deemed to be a waiver of the right to hearing.
- 20.7 Access to Material
The employee or his/her authorized representative may, upon request, have copies of the material upon which the charges are based.
- 20.8 The hearing shall be conducted by the Governing Board.
- 20.8.1 The employee may be represented at the hearing by a representative chosen by the employee.
 - 20.8.2 The hearing shall be in closed session unless a public hearing is requested by the employee.
 - 20.8.3 The employee shall have the right to personally appear and testify, to call, or through a representative call witnesses, examine and cross-examine. Witnesses shall be called individually and excused after testifying, if so requested by the employee.
- 20.9 Results of Hearing, Decision
- 20.9.1 The Board shall render a decision as soon as possible after the hearing is completed and adopt it at that meeting or the next meeting.
 - 20.9.2 A copy of the written decision by the Board shall be sent to the employee and his/her representative no later than five (5) work days after it is adopted. The decision shall include findings of fact and determination of issues by the Board of Trustees.
 - 20.9.3 In all of the above procedures, the burden of proof shall remain with the Governing Board.
- 20.10 Suspension with Pay
In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, the Superintendent may suspend an employee

with pay by giving a written notice to the employee and to CSEA prior to a hearing being held. However, the procedure for notice, hearing, etc. as provided in this Article shall be followed. The employee shall remain in paid status until a final decision has been made which may include disciplinary action or reinstatement to the position held prior to suspension.

ARTICLE 21

Negotiations

- 21.1 The Governing Board, at any meeting of the Board scheduled by February 1 in the year the contract is due to expire (or six months before the contract is due to expire if the expiration date is other than June 30), shall receive the initial proposal(s) for negotiations from the Unit and the District which relate to matters within the scope of representation at a public meeting (or public meetings, if the initial proposals are submitted at different times) as a published agenda item and the initial proposals shall thereafter be public records.
- 21.2 The Governing Board shall at this meeting receive the proposal(s) and shall make it available for public review and study at the district office.
- 21.3 After a minimum passage of twelve calendar days following the public presentation by of the initial contract proposal from the District, the Governing Board shall then at a regular meeting or a special meeting, provide the public with an opportunity to express itself regarding the proposal.
- 21.3.1 The Governing Board shall then adopt its initial proposal.
- 21.5 Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.6 *Impasse*
If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement, either party may institute impasse procedures in accordance with the rules of the Educational Employment Relations Board.
- 21.7 *Release Time for Negotiations*
CSEA shall have the right to designate four (4) employees, who shall be given reasonable release time to participate in negotiations.
- 21.8 During the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate and agree that the District 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 each subject or matters may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 22

General Provisions

- 22.0 **Discrimination Prohibited:** No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion, marital status, age, sex, sexual preference, or physical handicap, or because of his/her membership in, or lawful activities of, the Association.
- 22.1 *Distribution of Contract*
Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge a maximum of 24 copies of this contract. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided, upon request of the employee, a copy of this agreement without charge. Any employee in the bargaining unit shall be provided a copy of this agreement and/or copies of any written changes agreed to by the parties of this agreement upon request without charge. (2/91)
- 22.2 *Distribution of Job Information*
Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, statement of duties, a specification of the monthly and hourly rates applicable to his or her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
- 22.3 *Savings Clause*
If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 22.4 *Replacement for Severed Provision*
In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 22.5 Short term employees, Restricted Employees, Student Employees, and Substitutes shall be dealt with by the District in accordance with the procedures outlined in Education Code Sections 45103, 45105, 45106, 45107, 45108, or their successors.

22.6 Substitutes

The District and CSEA agree that substitutes shall be hired to replace employees when absent for any reason on an as needed basis.

1. Employee and/or employee supervisor indicates there is a need for a substitute. (Approved by principal)
2. The pay for each substitute shall be at the unit member's rate of pay or Step 3 of the unit member's range, whichever is less.
3. A list of available substitutes in each category will be maintained at each school site—Maintenance Department for Maintenance and Operations employees.
4. Each school site shall assign an employee to call subs:
 - a. Clerical—Principal Designee
 - b. Instructional Aides—Principal Designee
 - c. Cafeteria—Cafeteria Supervisor
 - d. Maintenance/Operations—Maintenance Secretary
5. If prior arrangement is made with the principal, an employee may do work after hours and be compensated with comp time.

22.7 Prohibition Against Advisory Committees

The District shall not form or cause to be formed any classified employee advisory committee on any contractual matter concerning bargaining unit employees without the consent of CSEA.

- 22.8 This agreement shall affect existing policy of the Board only to the extent that the provisions hereof are inconsistent with such policy, in which case the provisions hereof shall take precedence to the extent of such inconsistency.

ARTICLE 23

Participatory Management

- 23.1 Before making changes in work assignments, the principal or designee agrees to discuss with and receive input from classified personnel and supervisory personnel regarding the assignment and implementation of such assignment for the classified unit member.
- 23.2 Site administrators and/or supervisors shall consult in good faith with a unit member prior to assigning the member to two (2) or more departments and also include any changes in existing work assignment and implementation of such assignment for the unit member.
- 23.3 When significant workload changes occur within an employee's assignment, the employee may request a meeting with the site administrator and/or supervisor to review and determine priorities and impact of any newly assigned duties on the accomplishment of ongoing workload.
- 23.4 The unit member has the right to consult with the Superintendent if the member is not satisfied with the principal's or designee's decision on the assignment or workload changes.
- 23.5 Upon request the Association shall have the right to consult on this matter.

ARTICLE 24

Contract Term

- 24.1 The term of the current contract shall be July 1, 2015 to and including June 30, 2018. Parties agree to reopen the contract term annually for salary and benefits, as well as two additional openers from each party.
- 24.1.1 Negotiations will close for 2015-2016 expect for
- Article 5 – Health and Welfare Benefits to enable the work of the committee describe in Article 5.1.3 and negotiation related to Health and Welfare Benefits
 - Article 4.6.1 relating to how longevity is compensated
 - Proposed New Article 4.18 – Bilingual Stipend

For the District:

For the Association:

Mia Del Prete, District

Mark Ballard, CSEA President

APPENDIX A
Bargaining Unit Classes

<u>CLASSIFICATION</u>	<u>RANGE</u>
Food Service Worker	17
Food Service Kitchen Lead	23
Paraeducator	23
Behavioral Assistant	24
WorkAbility Specialist	37
Technology Specialist	50
Outreach Therapist	50
Library I	29
Library II	31
Site Career Center Coordinator	27
Attendance Clerk	26
Clerk Typist II	23
School Account Clerk	26
Registrar	26
Secretary I	26
Secretary I-Special Education	26
Secretary II	29
Special Education Data Technician	29
Student Information and Data System Coordinator	39
Outreach Therapist	50
Custodian I	23
Custodian II	25
Groundskeeper/Custodian I	26
Groundskeeper/Custodian II	28
Head Custodian/Maintenance	30
Maintenance Specialist	40
Health Technician	26
Study Hall/Campus Supervisor	23
<u>Positions Not Currently Allocated</u>	
Food Service Worker/Intra-District Mail Clerk	15
Student Store Coordinator	16
Special Needs Custodial Assistant	20
Site Technology Assistant	28
Speech/Language Aide	29
Speech/Language Assistant	44
Library/Media Clerk	16
Clerk Typist I	19
Homework Center Coordinator	29
Maintenance Worker	30
Family Partner/Parent Consultant	33

Updated: July 1, 2015

**APPENDIX A-1
CSEA Bargaining Unit Classes**

CLASSIFICATION	CURRENT RANGE	RANGE EFFECTIVE JULY 1, 2000	RANGE EFFECTIVE JULY 1, 2009	RANGE EFFECTIVE April 1, 2015	RANGE EFFECTIVE July 1, 2015
Food Service Worker	12	15		17	
Food Service Site Lead	23				
Student Store Coordinator	16				
Paraeducator	20				23
Behavioral Assistant	24				
Work Ability Specialist	37				
Site Technology Assistant	28				
Technology Specialist	50				
Library/Media Clerk	16				
Library I	29				
Library II	31				
Site Career Center Coordinator	27				
Clerk Typist I	18	19			
Attendance Clerk	23				26
Clerk Typist II	23				
School Account Clerk	25				26
Registrar	25	26			
Secretary I	25	26			
Secretary I – Special Education	26				
Secretary II	27	29			
Special Education Data Tech.	29				
Student Inf.&Data Sys. Coord.	39				
Outreach Therapist	50				
Homework Center Coordinator			29		
Custodian I	21	23			
Custodian II	24				
Head Custodian I	26	28			
Head Custodian II	28	30			
Groundskeeper/Custodian I	21	26			
Groundskeeper/Custodian II	24	28			
Maintenance Worker	26	30			
Maintenance Specialist	40				
Health Technician	26				
Family Partner/Parent Consultant	33				
Study Hall/Campus Supervisor	15	17			23

APPENDIX B
INSERT ---Classified Salary Schedule

APPENDIX C

CSEA Dues and Service Fees Schedule Chart

Dues shall be 1.5% of the first \$2,450.00 of monthly gross salary, but shall not exceed a maximum state dues deduction of \$367.50 annually.

Chapter dues are an added \$2.00 per month for ten (10) months.

Appendix D
Evaluation Form

APPENDIX E - CALENDAR

APPENDIX F

DOMESTIC PARTNER AFFIDAVIT

In order for a domestic partner to receive any benefit provided for in the Agreement between the West Sonoma County Teachers Association and the West Sonoma County Union High School District (“District”), the employee and his/her domestic partner shall complete, have notarized, and file with the District, this Domestic Partner Affidavit. The Affidavit shall be filed with the District Personnel Office. The employee should maintain a copy for his/her records.

I. DECLARATION

We, _____, and _____
Employee’s name-PRINT *Domestic Partner’s name - PRINT*

certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We are engaged in an intimate, committed relationship of mutual caring and support and have been so for at least six (6) months prior to completing this document.
2. We are jointly responsible for each other’s common welfare and living expenses.
3. We reside at the same residence.
4. Neither of us is married or legally separated from anyone else nor a member of another domestic partnership.
5. We are not related by blood in a way that would prevent us from being married to each other in this state.
6. We are both at least 18 years of age and are mentally competent to consent to this contract.
7. We are not taking part in this relationship solely for the purpose of obtaining benefits coverage.
8. It has been at least twelve (12) months since either (or both) of us has filed a Declaration of Termination of a previous domestic partnership with the West Sonoma County Union High School District.
9. We affirm under penalty of perjury that the assertions in this Affidavit are true to the best of our knowledge.

III. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of _____ are eligible for coverage when they are:

Domestic Partner’s name-PRINT

- unmarried
- primarily dependent on the employee for support
- living with the employee in a regular parent-child relationship
- meet the age/school requirements of plan benefits

IV. CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify the West Sonoma County Union High School District Personnel Office by filing a ***Declaration of Termination of Domestic Partnership*** if there is any change in our domestic partnership status as attested to in this Affidavit that would terminate this Affidavit (e.g. death of a partner, change in residence of one partner, termination of relationship, etc.). We will notify the District within thirty-one (31) days of any such change.

APPENDIX G
West Sonoma County Union High School District

VOLUNTEER WORK AND CONSTRUCTION PROJECTS

PROJECT PROPOSAL

Date of Request _____ Site _____
Requestor _____ Affiliation _____
Project Title _____
Contact Person _____ Phone _____

REQUIRED INFORMATION (also complete page 2)

- **What** _____

- **Where on campus** _____

- **Who will perform work** _____

- **Benefits to the school/district** _____

- **Expected ongoing maintenance** _____

- **Expected completion date** _____

_____ Requestor Signature	_____ Date		
_____ Principal Signature	_____ Date	_____ Approved	_____ Denied
_____ Director M&O Signature	_____ Date	_____ Approved	_____ Denied
_____ Superintendent/Designee Signature	_____ Date	_____ Approved	_____ Denied

If project involves volunteer or contracted labor:

CSEA President

Date

Agree as an MOU

Volunteer Work and Construction Projects
Project Proposal

Detailed Description & Sketches

(Use additional sheets as attachments if more space is required)