

2019-2022

AGREEMENT BETWEEN

The

GOVERNING BOARD

Of the

ARENA UNION ELEMENTARY SCHOOL DISTRICT

And

SOUTH COAST CHAPTER #343

ARENA UNION ELEMENTARY SCHOOL UNIT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AGREEMENT BETWEEN
Arena Union Elementary School District And
California School Employees Association (CSEA)

1. The Articles and provisions contained herein constitute an agreement ("Agreement") by and between the Governing Board of the Arena Union Elementary School District and the California School Employees Association ("CSEA"), an employee organization.
 - a. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("ACT").
 - This Agreement shall remain in full force and effect from July 1, 2019 - June 30, 2022.

APPROVAL

FOR DISTRICT

Warren Galletti, Superintendent

Board President

FOR CSEA:

Bernadette Maul, CSEA Chapter President

Arena Chief Negotiator

Nicole McLain, CSEA LRR

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ARTICLE 1 RECOGNITION

1.

1.1 **ACKNOWLEDGMENT:**

The District hereby recognizes CSEA as the exclusive bargaining representative for all regular employees except those employees mutually excluded as certificated, management, confidential or supervisory. Appendix attached hereto and incorporated by reference as a part of this Agreement, reflects represented classifications in effect on the date of execution of this Agreement. Disputed cases shall be submitted to the Public Employees Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rule of the PERB.

ARTICLE 2
EVALUATION AND PERSONNEL FILES

2.

2.1 PERMANENT EMPLOYEE:

A permanent employee is one who has completed an initial probationary beyond the initial date of employment by the district and is referred to in this procedure as an "employee".

2.1.1 All employees hired on or after July 1, 2018 shall have a probationary period of six (6) months of service.

2.1.2 All employees hired on or after July 1, 2021 shall have a probationary period of six (6) months or 130 days of paid service, whichever is longer.

2.2 PERSONNEL FILE:

2.2.1 The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against an employee based upon documentation which is not in the personnel file.

2.2.2 Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to prepare a response to such material. The written response shall be attached to the material within 10 days.

2.2.3 An employee shall have the right during normal office hours to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

2.2.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees or trustees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examination by the employee or his/her CSEA representative if authorized by the employee. The log will be maintained in the employee's personnel file.

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.

2.2.5 An employee may request any derogatory material that has been in his/her personnel file for five (5) years be sealed. Sealed file may be reopened if the District initiates any subsequent disciplinary action, if there is a pattern of the same or similar type(s) of misconduct and/or if there is an investigation into the employee.

2.3 PERFORMANCE EVALUATION AND PROBATIONARY PERIOD:

2.3.1 All newly hired employees and all employees upon receiving a promotion shall receive two (2) written performance evaluations from the immediate supervisor. Probationary employees shall receive evaluations during the 2nd and 5th months of the probationary period. Upon completion of the probationary period provided for in Article 2.1, all employees shall receive one (1) annual performance evaluation from the immediate supervisor, not later than May 1 of each fiscal year. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he/she was promoted, subject to the bumping provisions in Articles 13.4 and 13.5.

2.3.2 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be based solely upon hearsay statements and shall be based primarily upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 2.2.2 above.

2.3.3 Permanent employees may request that their supervisor conduct two evaluations per year. Such a request shall be made to the Supervisor no later than September 15th each school year. This evaluation shall be completed by December 31st and shall be supplementary to the annual evaluation.

**ARTICLE 3
ORGANIZATIONAL RIGHTS**

3.

3.1 CSEA RIGHTS:

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- 3.1.1 The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related thereto.
- 3.1.2 The right to use without charge institutional bulletin board, mailboxes, and other District means of communications for the posting or transmission of information or notices concerning CSEA matters.
- 3.1.3 The right to make use of school equipment and facilities. Such equipment may be used when not otherwise in use and it is not disruptive to normal functions of the School. District employees normally responsible and/or assigned the equipment will be informed prior to its use. Excessive use of this privilege may result in an assessment by the District and compensation for use of facilities and equipment as outlined in Board policy. Members will not use facilities or equipment for personal gain or profit.
- 3.1.4 The right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or upon presentation of a written authorization signed by the employee.
- 3.1.5 The right to receive upon request, without cost, copies of any and all materials related to wages, hours and other terms and conditions of employment which is public information and relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
- 3.1.6 The right to release time without pay for CSEA chapter delegates to attend the CSEA Annual Conference.
- 3.1.7 The right to conduct an annual orientation session on the Agreement for bargaining unit employees during regular working hours.
- 3.1.8 New Employee Orientation/Training: The District shall conduct an orientation/training session for all new hires within the first month of employment.

The District shall provide paid release time for the Union President or Designee and all newly hired classified employees during the first month of hire to attend an orientation developed by the District and/or CSEA.

3.2 DISTRIBUTION OF AGREEMENT:

Within thirty (30) days after the execution of this Agreement, the District shall update and post the collective bargaining agreement to the District website. Any employee who becomes a member of the bargaining unit after execution of this Agreement shall be provided by the District, without charge, a copy of this Agreement.

ARTICLE 4 HOURS AND OVERTIME

4.

4.1 WORK YEAR CALENDAR:

The CSEA unit has all rights consistent with the EERA to bargain the work year calendar that is recommended to the school board for adoption.

4.2 WORK WEEK:

The full-time work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in 4.11 and 4.13.

4.2.1 Out of School Session 4-day Work Week Schedule Option

When school is not in session for a full week or more, 12 month employees will have the option to work either four-day workweeks (fifth day hours divided into four equal parts and added to each of the four days of the workweek), or the traditional five-day workweek. All 12-month employees will have equal rights, individually, to opt for or opt out of the "Out of School Session" schedule option. Each employee must give written notification indicating their option choice to their supervisor no less than five working days prior to the "Out of School Session".

4.3 WORK DAY:

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 employee shall be assigned a fixed, regular, and ascertainable number of daily hours and annual days of employment.

4.4 ADJUSTMENT OF ASSIGNED TIME:

Any employee who is required to work an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her assignment adjusted upward to reflect the longer hours, effective with the next pay period, for the determination of all benefits provided for in this agreement on a pro-rated basis. Any permanent adjustment of assigned time must be negotiated with CSEA.

4.5 DISTRIBUTION OF JOB INFORMATION:

Upon initial employment and each change in classification each affected employee shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the 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.

4.6 LUNCH PERIOD:

Any employee covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled for full-time employees at or about the midpoint of each work shift.

4.6.1 Employees who work for (4) to six (6) hours per day may, at their election, waive their lunch period upon agreement with his/her supervisor. Any such agreement shall be reduced to writing and shall be in place within ten (10) days of the beginning of the employee's contracted work year. The agreement will expire at the end of the employee's work year. A new agreement shall be executed each fiscal year.

4.6.2 An employee required to work during his/her lunch period shall receive pay at the rate of time and one-half (1 1/2) the regular rate of pay during the normal lunch period if no reasonable time is provided.

4.7 REST PERIODS:

An employee shall be granted rest periods which, insofar as practical, shall be the middle of each work period, at the rate of fifteen minutes per four (4) hours worked or major fraction thereof.

4.7.1 Time for rest periods shall be scheduled by the District after consultation with the employee.

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

4.7.3 Rest periods will not straddle lunch or at the start or end of the work period and will be 15 consecutive minutes.

4.8 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 loss of pay.

4.9 OVERTIME COMPENSATION:

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one half (1 1/2) the regular rate of pay of the employee and shall be upon supervisory authorization only. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift - unless the unit member works a 10-hour, four (4) day work week - or in excess for forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time. Unit members working a 10-hour, four (4) day work week shall receive

overtime compensation for hours worked in excess of ten (10) on a day or a shift during their work week, or on days worked beyond four (4) in their work week.

4.9.1 An employee whose regularly assigned work day is four (4) hours or greater shall receive overtime pay for any work performed on the sixth (6th) and seventh (7th) day of the work week.

An employee whose regularly assigned work day is less than four (4) hours shall receive overtime pay for any work performed on the seventh (7th) day of the work week (E.C. 45131).

4.9.2 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 1/2) times the regular rate of pay (E.C. 45203).

4.9.3 Bus Drivers assigned to overnight trips will be paid straight time for the first eight (8) hours, then overtime will be paid to 10 P.M. From 10 P.M. to 6 A.M., no payment will be made, unless the driver is still driving. Regular time begins the following day at 6 A.M.

4.10 MINIMUM CALL IN TIME:

An 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 appropriate pay. Compensation shall be made beginning and ending at employee's home.

4.11 RIGHT OF REFUSAL:

An employee shall have the right to reject for good cause any offer or request for overtime or call-back or call-in time.

4.12 STANDBY TIME:

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

4.13 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.

4.14 SUMMER ASSIGNMENT:

When work normally and customarily performed by employees is required to be performed at times other than during the regular academic year, the work shall be assigned to bargaining unit employees in the appropriate classes in order of seniority in class.

4.14.1 When necessary to assign employees not regularly so assigned to service during a summer period, the assignment shall be made in order of qualifications, but no employee shall be required to accept such assignment.

4.14.2 An employee who accepts a summer assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that class during the regular academic year.

4.14.3 All hours assigned to an employee for a summer assignment shall be considered "hours in paid status" for the purpose of this Agreement.

4.15 COMPENSATORY TIME:

4.15.1 An employee who works overtime may be paid at the appropriate rate of overtime or be given compensatory time off in lieu of cash payment. The District has the discretion to determine whether the overtime worked shall be compensated as compensatory time off or cash payment. Such discretion shall be exercised prior to the employee working the overtime.

4.15.2 If compensatory time is granted, it shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.

4.15.3 Accumulated compensatory time is limited to 40 hours. Any time in excess shall be paid as quickly as can be arranged through the processing agency.

4.16 BUS DRIVER BIDDING PROCEDURE:

The District shall post all new or vacated routes with the estimated time noted for a maximum of ten (10) working days prior to beginning the new or vacated routes. The bus drivers will bid on the routes as posted, in order of seniority, five, (5) working days prior to the beginning of the new or vacated routes. The District has the discretion to establish routes.

For the purposes of this section only, seniority shall be determined by the first day of paid service as a regular bus driver with the District (hire date seniority). Where two or more bus drivers have the same hire date, the employee with the greatest District wide seniority will be considered senior. If two or more bus drivers have the same hire date with the district, then the seniority status will be determined by lot.

If any route is changed by more than 30 minutes, the Transportation Supervisor shall poll the bus drivers in order of seniority to determine whether bus drivers wish to change their routes. The routes will be re-bid if necessary. Changes in route times of less than 30 minutes will not require re-bidding.

The bumping rights into a classification other than bus driver under Article 13.4 does not apply to bus drivers whose hours are reduced pursuant to readjustment of bus routes under this section, unless the bus driver's hours are reduced by at least thirty minutes.

**ARTICLE 5
PAY AND ALLOWANCES**

5.

5.1 **REGULAR RATE OF PAY:**

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

5.2 **FREQUENCY-ONCE MONTHLY:**

All employees shall be paid once per month for regular hours payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding District workday.

5.3 **PAYROLL ERRORS:**

Any payroll error resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued, as quickly as can be arranged through the processing agency

5.4 **LOST CHECKS:**

Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) days of mailing (if mailed), shall be replaced as quickly as can be arranged through the processing agency.

5.5 **MILEAGE:**

The Board has established standard distances for frequently traveled work-related routes. Employee reimbursement to those destinations will be according to the Board established distances, at the current IRS mileage rate. Exceptions must be approved by the Superintendent or designee.

5.6 **MEALS:**

An employee who, as a result of his/her work assignment, must have meals away from the District shall be reimbursed for the cost of the meals at the established District rate.

5.7 **LODGING:**

An employee who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of such lodging at the established District rate. Where possible, the District shall provide advance funds in the form of a purchase order.

5.8 **COMPENSATION DURING REQUIRED TRAINING PERIOD:**

An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

- 5.8.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

- 5.8.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours or occurs at any time other than the regularly assigned work week, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs.
- 5.8.3 All costs incurred under a mandated training program for employee transportation, registration fees, physicals, drug testing, and supplies shall be paid by the district.
- 5.8.4 After 100 hours or six (6) months in paid status bus drivers will receive a \$350 stipend to cover pre-employment driver training costs if incurred.

5.9 SUBSTITUTE EMPLOYEES:

Substitutes hired to fill a bargaining unit vacancy or to work in the absence of a classified unit member shall be paid at step one (1) of the range of the classification in which the substitute is working.

5.10 COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASS:

Should an employee be required to perform duties not a part of his/her class the following provisions shall apply:

5.10.1 An out of class assignment shall not exceed sixty (60) working days in any twelve-month period.

5.10.1.1 If assigned to duties normally performed by employees in a higher class, the employee shall receive the regular rate of pay for that higher class at the step on which he/she is assigned in his/her regular class.

5.10.1.2 When classified employees are directed by the Superintendent/designee to temporarily assume supervisory duties due to the absence of management, they shall receive a stipend for this period equal to an increase of 15% in their hourly wage, or Step 1 on the Supervisory salary schedule, whichever is greater.

5.10.2 An employee assigned duties not a part of his/her class shall have his/her salary adjusted upward for the entire period he/she is required to work out of class.

5.11 STEP ADVANCEMENT:

An employee, whether newly hired or promoted shall be advanced to the next higher salary step on that July 1 following completion of six (6) calendar months of service and shall be advanced one additional step each July 1 thereafter until the top step in the range is attained.

5.12 INITIAL PLACEMENT:

New employees shall normally be placed at the first step of the appropriate salary range. The District shall have the option of placing a new employee not higher than step five (5) in recognition of exceptional skills and/or experience.

5.13 PLACEMENT UPON TRANSFER:

The effect of transfers upon salary step placement shall be as follows:

5.13.1 An employee receiving a transfer under the provisions of this Agreement to a class with a higher pay range shall be moved to the appropriate range, and the step that is one step above current wage.

5.13.2 An employee receiving a transfer under the provisions of this Agreement to a class with the same or a lower pay range shall be placed at the same salary step enjoyed prior to the transfer.

5.14 CONTRACTING OUT:

The parties recognize the need of the District to get work done. To that extent the District may contract out for services provided that such contract does not necessitate or result in a reduction of hours or a layoff of a unit member position.

5.15 RETIREE SUBSTITUTES

5.15.1 Retirees who elect to serve as substitutes will be paid by the District at the rate of the step and column that they were paid at the time they retired rather than the prescribed substitute rate, if the retiree meets the following requirements:

1. They have retired in good standing with the District;
2. They have served the District for five or more years; and
3. They are substituting in a class in which they have previously served the District.

5.15.2 Nothing in this article will infer an obligation on the part of the District to give priority to Retirees for substitute positions. If differential pay is implicated in the substitute employment, the District will attempt to give preference to non-retiree substitutes.

5.15.3 This article may be suspended by the District or CSEA Chapter 343 for the next school year provided the Party notifies the other Party by June 30th of the year prior to the year in which they intend to suspend the agreement.

5.16 PROFESSIONAL GROWTH:

5.16.1 Statement of Intent: The classified professional growth program is designed to provide an incentive for classified employees to expand their knowledge and acquire skills that will allow them to be more productive in their current position. Professional Growth does not include trainings or acquisition of skills at levels which were required at the time of employment.

5.16.2 Eligibility: All probationary and permanent classified employees within the district shall be eligible to participate in the professional growth program.

5.16.3 Procedure:

5.16.3.1 Before professional growth increments can be awarded, the employee must complete appropriate forms and submit them to the Superintendent or designee for approval. The Superintendent pre-authorizes, dates and signs the forms.

5.16.4 Professional Growth Increments:

5.16.4.1 The employee submits verification of units/hours as evidence as evidence completed professional growth increments to the district office by no later than October 15. The professional growth increments shall be applied to the employee's base salary retro actively starting in July, shall be cumulative and will continue as long as the employee is actively employed in the district.

5.16.4.2

1. Each approved Professional Growth unit would equal an annual payment of \$75.
2. Up to four (4) units can be applied for each year. Additional units may be applied for in successive years.
3. Maximum life time Professional Growth units would be 60 units, which are limited to: applicable specialized trainings or workshops (15 hrs. = 1 unit), or applicable upper division college courses or not to exceed 12 units of applicable lower division CSU/UC transferable coursework.
4. Grandfather/cap present employees who have exceeded the Maximum Lifetime Professional Growth units.

5.16.4.3 Steps earned in excess of the one applied in any given year may be carried over and applied in future years up to the career maximum stated above.

5.17 **LESS THAN TWELVE MONTH EMPLOYEE
PAID DAYS IN LIEU OF VACATION –**

1-5 Years	=	10 days' pay
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6-10 Years	=	13.30 days' pay
11-15 Years	=	16.70 days' pay
16 or More Years	=	20.8 days' pay

**ARTICLE 6
EMPLOYEE EXPENSES AND MATERIALS**

6.

6.1 TOOLS:

The District agrees to provide all tools, equipment, and supplies reasonably necessary to employees for performance of employment duties. An exception to this provision shall be the basic hand tools the District may require of maintenance personnel.

6.1.1 Notwithstanding Section 6.1, if an employee provides tools or equipment belonging to the employee for use in the course of employment the District agrees to provide a safe place to store the tools and equipment and agrees to pay up to \$750 for any loss or damage for the replacement cost of the tools. This shall require that the employee provide a full inventory of such tools and equipment to the District when they are brought on the job.

6.2 SAFETY OR HEALTH EQUIPMENT:

6.2.1 Should the employment duties of an employee reasonably require use of any equipment or gear to insure the safety or health of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of purchasing such, if such is approved by the District in advance.

6.3 AUTOMOBILE INSURANCE:

Employees must demonstrate proof of automobile insurance when using their personal vehicle on District business. However, if transporting students, employees must have proof of minimum liability coverage; \$100,000, \$300,000 bodily injury and \$50,000 property damage.

6.4 PHYSICAL EXAMINATION:

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 45122.

**ARTICLE 7
INSURANCE COVERAGE**

7.

7.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE:

7.1.1 For eligible insured who are employees as of July 1, 2013, an increase in the medical benefits cap to \$14,120 (an increase of \$500 over current cap), prorated for employees who are less than .85 FTE, per Staywell language. This cap constitutes the total District-paid portion of the medical benefits package, which includes medical, dental and vision coverage. Any medical benefit expenses beyond \$14,120 are the responsibility of the employee. The \$500 increase in District- paid medical benefits eliminates the side fund account that used to pay a portion of the deductibles, but increases the District contribution toward the premiums by \$500. Employees are responsible to pay all deductibles. Effective July 1, 2019, increase the annual District contribution toward health/welfare benefits for eligible unit members by \$475.00 to \$15,800.

Effective July 1, 2020 the District's annual contribution to health/welfare benefits for eligible unit members by \$205.00 to \$16,005.00 per year.

Effective July 1, 2021, increase the District annual contribution to health/welfare benefits cap by \$235 to \$16,240.00 for eligible unit members.

7.1.2 The District's total annual obligation for health and welfare benefits shall be limited to the current negotiated agreement.

7.1.3 An employee on any Board approved leave without pay, shall have the option to continue to receive employee benefit coverage for the period of the leave upon a month- to-month reimbursement by the employee to the District at the group rate. The District will make no contribution towards employee health/vision or dental insurance programs for an employee on Board approved leave of absence without pay.

7.1.4 For the duration of this Agreement, should an employee's employment terminate, he/she shall be entitled to continue the coverage under the available health/vision and dental plans for a period of three months at his/her own expense.

7.1.5 When employees separate from the District they have the option to enroll in COBRA for 18 months at their expense.

7.1.6 Any employee working 50% of full time or more (this is length of day) will be eligible to receive benefits on a pro rata basis as per Staywell policy.

7.1.7 All requests for continued coverage by retiring or part-time employees shall be submitted in writing thirty (30) days prior to the end of the fiscal year.

7.1.8 Retired district employees may continue membership in any of the District's group medical and related fringe benefit plans at the retiree's expense. This section is subject to the approval of the insurance carrier.

7.2 STATE DISABILITY INSURANCE:

The District agrees to provide a program of disability insurance equal to the State program for all employees, such program to be funded by the employees through payroll deduction. Processing of all aspects of the disability insurance program will be according to current California State law.

This program shall provide for a coordination of disability insurance basic benefits and accumulated sick leave to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the disability insurance benefit, equals a regular day's pay, for each day of absence during which the employee is eligible to draw disability insurance benefits.

7.2.1 An employee receiving benefits under this provision shall endorse and promptly deliver to the District all disability insurance basic benefit debit card. The District shall, in turn, issue the employee normal payroll deductions from that portion of the warrant amount in excess of the disability insurance basic benefit amount. At no time is the employee entitled to have more monies than their regular income. Disability benefits will be combined with regular pay and the employee may be requested to endorse benefit card to the District.

7.3 RETIREES BENEFITS:

A bargaining unit employee who was hired prior to September 1, 2004 and has attained age sixty (60) or greater and who has served not less than twenty (20) calendar years with the District, who takes a service or disability retirement with PERS, may choose between one of the following two options:

7.3.1 The employee shall continue to receive District contributions for health insurance until age sixty-five (65). The District's annual contribution shall be the same amount as the employee's last year of service (example: 2013-2014; \$14,120 per FTE).

7.3.2 The employee may take a one-time cash benefit of \$36,000 (prorated per FTE), paid out in three equal annual installments over three years. The first installment will be paid in the next payroll following the date the retirement takes effect, provided the District receives written notice of retirement at least 60 days prior to the date of retirement. The second and third installments will be paid on the payroll date immediately following the anniversary date of

retirement. Option 2 is available only to employees who retire by the last day of the quarter following the quarter in which the employee turns sixty (60) years old.

In the event the retiree receiving this benefit dies prior to receiving the full amount of the benefit he/she has chosen, retiree benefits as described in this article are not transferrable to employee's heirs, spouse or domestic partner as defined by the District.

**ARTICLE 8
HOLIDAYS**

8.

8.1 SCHEDULED HOLIDAYS:

The District agrees to provide all employees with the following paid holidays subject to the eligibility requirements as outlined in 8.4.

- 8.1.1 New Year's Day - 1st day of January
- 8.1.2 Martin Luther King's Day - 3rd Monday in January
- 8.1.3 Lincoln's Day - 2nd Monday in February
- 8.1.4 President's Day - 3rd Monday in February
- 8.1.5 Memorial Day - Last Monday in May
- 8.1.6 Independence Day - July 4th
- 8.1.7 Labor Day - 1st Monday in September
- 8.1.8 Veterans Day - November 11th
- 8.1.9 Thanksgiving Day (Thursday proclaimed by the President)
- 8.1.10 Day after Thanksgiving (Admission Day Alternative)
- 8.1.11 Christmas Day -25th day of December

8.2 HOLIDAY FALLING ON TUESDAY, WEDNESDAY OR THURSDAY:

In addition, when Christmas and New Year's Day fall on Tuesdays, Wednesdays or Thursdays the preceding Monday, Tuesday or succeeding Friday shall be a paid holiday for twelve (12) month employees.

8.3 HOLIDAYS ON SATURDAY OR SUNDAY:

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 shall be deemed to be that holiday.

8.4 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. Employees who are not normally assigned to duty during the school holidays of Christmas Day and New Year's Day 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.

8.5 HAZARDOUS ROAD CONDITIONS:

Two (2) storm days will be built into the calendar. If unused, they will be returned according to the board adopted calendar. In the event that storm conditions warrant more than two school closure days, the following procedure will be implemented.

- 8.5.1 An employee who is unable to reach his/her work site, or who must leave early in order to get home due to extremely hazardous and/or impassable road conditions, shall not lose leave and/or compensation.

- 8.5.2 Staff who remain behind to serve students upon request of the administration shall receive time and one-half (1 ½) of their regular rate of pay for all hours worked.
- 8.5.3 Staff who are required to report to work on any day that school is closed prior to the employee's start time shall receive time and one-half (1 ½) of their regular rate of pay for all hours worked on that day.
- 8.5.4 Any time students are sent home early an employee may notify his/her immediate supervisor and leave if his/her residence is in the same area where the dismissed students live.
- 8.5.5 On days when an employee is not able to get to work for the start of the work day, if conditions change by 11:00 AM on the impacted day, employees are expected to return to work.
- 8.5.6 The District will contact employees via phone or One Call Now in this situation. If an employee is unable to report to work due to road closures, the employee shall be responsible to call the District office the same day, during business hours, to report the condition. If the employee chooses not to return to work, despite being able to do so, he/she will be charged personal leave for the hours missed. It is understood that "hours missed" is the time missed after the start time established at the time of the phone call.

**ARTICLE 9
VACATION PLAN**

9.

9.1 ELIGIBILITY:

All employees shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1- June 30. Earned vacation does not become a vested right until completion of first six (6) months of service. Twelve month employees may take paid vacation time. Less than twelve month employees may not take vacation time but are paid their accrued vacation leave within their annual salary in accordance with 5.17.

9.2 PAID VACATION:

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

9.2.1 For 12 month employees, carryover of vacation is limited to 8 days, and a carryover plan must be approved by the Superintendent by May 1.

9.2.2 Prior written approval must be granted by the Superintendent by June 20, for a maximum of 5 days earned but unused vacation time to be paid at current rates at the end of the fiscal year.

9.3 ACCUMULATION:

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule.

TWELVE (12) MONTH EMPLOYEES

1-5 Years	12.00 Vacation Days/Year
6-10 Years	16.00 Vacation Days/Year
11-15 Years	20.00 Vacation Days/Year
16 or More Years	25.00 Vacation Days/Year

9.4 VACATION PAY:

Vacation days taken by employees shall be the same as that which the employee would have received had he/she been in a working status. Vacation pay for less than twelve (12) month employees shall be computed and paid as part of the employee's annual wages.

9.5 VACATION PAY UPON TERMINATION:

When an employee who has been employed for more than six (6) months is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. The district

shall have the right to recover any vacation taken in advance of accrual from the employee's final salary warrant.

9.6 VACATION POSTPONEMENT:

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

9.6.2 If, for any reason, an employee is denied a scheduled vacation, he/she shall be compensated at the rate of time and one-half (1 1/2) for all hours worked during the scheduled vacation period unless agreement to the contrary exists. In such case, the employee shall suffer no reduction in the paid vacation days due him/her.

9.7 HOLIDAYS:

Any holiday which falls during an employee's scheduled vacation period shall be counted as a holiday only and not a day of vacation.

9.8 VACATION SCHEDULING:

9.8.1 Vacations shall be scheduled by the Supervisor or Superintendent with employee input at times requested by an employee so far as possible within the District's work requirements.

9.8.2 Employees will give Supervisor or Superintendent two (2) weeks advance notice on all vacation requests.

9.8.3 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee who submitted their vacation request first shall be given his/her preference.

9.9 INTERRUPTION OF VACATION:

An employee 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. The District shall give serious consideration to those requests where the nature of illness and or accident is incapacitating.

**ARTICLE 10
LEAVES**

10.

10.1 In accordance with the following adopted Board Policies/Administrative Regulations: (See Appendix E)

Title	BP or AR Number	Date Board Adopted
Leaves	4161, 4261 (BP & AR)	December 11, 2008
Personal Leaves	AR 4161.2, 4261.2, 4361.2	June 24, 2010
Military Leave	AR 4161.5, 4261.5, 4361.5	November 16, 2006
Catastrophic Leave Program	AR 4161.9, 4261.9, 4361.9	May 17, 2007
Personal Illness/Injury Leave	AR 4261.1	February 14, 2008
Family Care & Medical Leave	AR 4161.8, 4261.8, 4361.8	November 13, 2013
Industrial Accident/Illness Leave	AR 4161.11, 4261.11	November 13, 2013

10.2 Personal Necessity Leave – Pursuant to Education Code Section 45207 a bargaining unit employee may use no more than seven (7) days of accumulated sick leave per school year in case of personal necessity. Advance notice should be given to the principal/supervisor whenever possible.

Personal necessity is defined as:

1. Death of a member of the employee’s relative, employee’s spouse’s relative or domestic partner as defined by the District, when the number of days of absence exceed the limit set by bereavement leave provisions (6 days).
2. An accident involving the employee’s relative, employee’s spouse’s relative or domestic partner’s relative as defined by the District, or property or the person, or property of a member of the employee’s relative.
3. A serious illness of a member of the employee’s relative, employee’s spouse’s relative or domestic partner’s relative as defined by the District.
4. An employee’s appearance in court or before any administrative tribunal as litigant, party or witness under subpoena or other order.
5. Fire, flood or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard.

10.2.1 Up to five (5) days of an employee’s available Personal Necessity Leave may be designated as “No-Tell Days” meaning that the employee does not have to declare the purpose of the day off. However, these days may not be used to extend a Holiday or vacation leave and these days are still subject to advance notice to the employer.

ARTICLE 11 TRANSFERS

11.

11.1 POSTING REQUIREMENTS:

When a vacancy within a unit class is created through actions by the District to create a position, or the dismissal, abandonment, resignation or retirement of a former employee, and if the District decides to fill the position, such vacancy shall be posted within all work locations of the District, and shall remain posted at all such locations for not less than six (6) working days prior to being filled. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee.

11.2 APPLICATION REQUIREMENT:

Any employee may apply for the vacant position by submitting an internal application and resume (resume not required for lateral transfer) within six (6) business days of the vacancy posting to the District Office. Employees who do not meet this deadline may apply with external application deadlines to be considered for the position alongside external applicants and with no priority consideration. An employee on leave of absence during the posting period may have his/her application and resume submitted to the District by the deadlines. However, the District may take in to account the duration of the employee's leave of absence and the District's need to fill the position before the employee returns in making its employment decision. The District shall give all employees serious consideration for employment in any vacant position for which they apply in a timely fashion, provided they meet the minimum requirements as posted and will be available to start in the vacant position within the timeframe the District requires.

11.3 LATERAL TRANSFER:

When an employee serving in a class in which the vacancy exists applied in a timely fashion for transfer to the position, he/she shall be granted the transfer. When two or more employees serving in the class in which the vacancy exists apply for transfer to the position, transfer will be based on comparative evaluations, job related knowledge, skills, abilities and experience. In the event of two or more applicants with equal qualifications; seniority shall be the deciding factor. The sole exception to this provision shall be the initial authority of the Transportation Supervisor to object in writing to the requested transfer of a bus driver when, in his/her opinion, such transfer would create a potentially unsafe situation. The effected employees' avenue of appeal to the supervisor's objection is through the grievance procedure provided in this agreement.

11.4 CROSS-CLASS TRANSFER:

When an employee serving in a class other than that in which the vacancy exists and applies in a timely fashion for transfer to the position, he/she shall be granted the transfer when 1) he/she meets the requirements of the position based on his/her application materials; 2) he/she will be available to start in the vacant position within the timeframe the District requires; and 3) his/her overall qualifications are equal or superior to all other internal applicants. When the two most qualified candidates (1) are both employees serving in a class other than that in which the vacancy exists and (2) are equally qualified,

the District may consider any interpersonal working issues as a factor in awarding the transfer. If there are no such issues, the District will select the employee with the greatest seniority. Prior to the District posting or seeking external applicants, the District will compare the employee's documentation required under 11.2 to the Board approved job description and determine if the employee meets the requirements of the position. If no employee is found to meet the requirements for the position, the District reserves the right to look to external applicants.

11.5 POSTING INFORMATION:

All vacancy posting required under section 11.1 shall include the class title of the vacant position, the daily, weekly and annual hours of employment of the position, the work site and work station of the position, the starting and ending hours of the assigned work shift for the position and shall include all steps of the salary range which is assigned the position.

**ARTICLE 12
CLASSIFICATION, RECLASSIFICATION,
AND ABOLITION OF POSITIONS**

- 12.
- 12.1 **PLACEMENT IN CLASS:**
Every bargaining unit position shall be placed in a class.
- 12.2 **NEW CLASSES AND JOB DESCRIPTIONS:**
The District retains the right to change job duties for an existing class and to develop new classes and job descriptions. New classes shall be subject to negotiations regarding wages, and other negotiable topics. Changes to existing classes shall be subject to negotiations regarding hours and working conditions.
- 12.3 **RECLASSIFICATION REQUIREMENTS:**
Position reclassification shall be subject to mutual written agreement between the District and CSEA. Either party may propose a reclassification at any time during the life of this Agreement for any position.
- 12.4 **NEW POSITIONS OR CLASSES OF POSITIONS:**
All newly created positions or classes of positions, unless specifically exempt by law, shall be assigned to the bargaining unit if the job descriptions described duties are performed by employees which by the nature of the duties should reasonably be assigned to the bargaining unit.
- 12.5 **SALARY PLACEMENT OF RECLASSIFIED POSITIONS:**
When a position or class of positions is reclassified to a higher range, the affected unit member(s) shall be placed on the salary schedule at his/her current step in the higher range.-
- 12.6 **INCUMBENT RIGHTS:**
When a position, positions or an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new position and shall be reallocated to the higher class.

**ARTICLE 13
LAYOFF AND REEMPLOYMENT**

13.

13.1 REASON FOR LAYOFF:

Layoff shall occur only for lack of work or lack of funds. Layoff is defined to mean an involuntary separation from employment, or a reduction in hours per day or days per year. The parties understand and agree that the decision to layoff is not a mandatory topic of bargaining, whereas the decision to reduce the hours of a position is negotiable.

13.2 NOTICE OF LAYOFF:

The District shall notify employee(s) subject to layoff and CSEA in writing of the proposed layoff not less than sixty (60) calendar days prior to the effective date of the layoff. CSEA shall have the right to consult with the District during the sixty (60) day period to review the proposed layoff and determine that the manner and order of layoff and the exercise of bumping rights have been in accordance with the provisions of this Article. Layoff notices shall specify the reason for layoff and shall identify by name and classification the employee(s) whose layoff is anticipated.

13.3 ORDER OF LAYOFF – Any layoff shall be affected within a class. The order of layoff shall be determined by date of hire within the class plus higher classes within the District. Higher class means a class with the same or higher salary placement. An employee with the least seniority within the class plus higher classes shall be laid off first, either directly or effectively through the exercise of bumping rights by more senior employees.

13.4 BUMPING RIGHTS:

An employee to be laid off from his/her position may elect to bump the most junior employee in the class who works the same number of non-overtime hours. If there be no such employee, bumping shall be to either 1). The position held by the most junior employee in the class who works fewer hours, but most nearly equal to those of the affected employee, or 2). Into a lower class where the employee has accrued seniority through prior service in the class.

Seniority in the lower class shall be determined by seniority in that class plus higher classes. The employee shall have the right to continue bumping into lower classes in which he/she has accrued seniority in order to avoid separation from employment. Employees who exercise bumping rights retain all of their reemployment rights to the class and the hours from which originally laid off. Employees who are bumped by more senior employees shall be free to exercise their bumping rights in order of seniority.

13.5 VACANT POSITION:

Any vacant position in a class shall be deemed to be the most junior employee in the class, and shall be bumped into without advertising the vacancy. However, an

employee may not bump into a vacant position in the original class with a greater number of non-overtime hours, or into a vacant position in a lower class with a greater number of hours if it would result in an increase in wages considering the lower rate of pay.

13.6 SALARY WHEN BUMPING:

An employee who bumps into a lower class retains the salary step placement and longevity benefits he/she enjoyed in the higher class.

13.7 LAYOFF IN LIEU OF BUMPING:

A laid off employee who elects separation from employment rather than exercise bumping rights retains all reemployment rights.

13.8 EQUAL SENIORITY:

If two or more employees subject to layoff possess equal class seniority, precedence shall be determined by the earliest hire date as a regular classified employee of the District. If hire date seniority be equal, precedence shall be determined by lot.

13.9 RE-EMPLOYMENT RIGHTS:

Laid off employees are eligible for reemployment in the class and to the hours from which laid off for a period of thirty-nine (39) months, and shall be re-employed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment. Acceptance, or refusal to accept, a reemployment offer to a position with lower class status or shorter hours than that from which laid off shall not diminish an employee's reemployment rights. Laid off employees shall have the right to apply for other positions within the District as if they were in active status. Any right to promotional or transfer precedence granted active bargaining unit employees by this Agreement shall be extended in like manner to laid off employees on reemployment lists. Employees who elect voluntary demotions or voluntary reductions in regular, non-overtime hours of employment shall, at the employee's option, be returned to positions in their former classes and to positions with increased hours as positions become available, and limited to 63 months, except that they shall be ranked on a reemployment list in accordance with their seniority.

13.10 RETIREMENT IN LIEU OF LAYOFF:

Any employee eligible for a service retirement under Public Employee Retirement System may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such employee shall not less than ten (10) days prior to the effective date of the proposed layoff provide written notification to the District to the effect. The District shall assist the employee in effecting retirement through the Public Employee Retirement System. The employee shall then be placed on a thirty-nine (39) month reemployment list as would any laid off employee. However, the employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code, and the Regulations of the Public Employees Retirement System. The District agrees that when an eligible retiree responds positively and in a timely fashion to an offer of reemployment, the retiree shall be

granted the time necessary for terminating retired status and returning to active service. An eligible retiree who declines to accept an offer of reemployment to a position equal in class and hours to that from which retired shall be removed from the reemployment list and thereafter be considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retirement in lieu of layoff under this Section.

13.11 SENIORITY ROSTER:

One seniority roster shall be maintained for all bargaining unit members which shall be updated annually. CSEA, upon request, shall be entitled to receive a copy of said roster each time it is updated and each time layoffs are to occur.

13.12 RE-EMPLOYMENT NOTICE:

Whenever a re-employment list is in effect for a class, the District shall be responsible for providing written notification of appropriate openings to all employees on said list by placing said notice in the United States mail, postage prepaid, to the last known address of the employee. CSEA shall concurrently be provided a copy of each notice.

13.13 EMPLOYEE RESPONSE:

The employee shall be responsible for notifying the District to this effect within ten (10) working days of mailing the notice of appropriate opening. An employee accepting re-employment shall report to work not later than thirty (30) calendar days after the date of intended re-employment as announced by the District.

13.14 SEVERANCE PAY:

An employee who is to be separated from employment through layoff shall receive severance compensation from the District at the rate of one week's regular wages for each full academic/calendar year of service with the District to a maximum of three (3) weeks regular wages. This compensation shall be provided the employee in the last regular or supplemental warrant.

13.15 INSURANCE BENEFITS DURING LAYOFF:

An employee who is to be separated from employment through layoff and who has served not less than five (5) full academic/calendar years of service with the District shall continue to be enrolled in, and shall continue to receive District contributions for health and welfare insurance benefits provided by this Agreement for a period of three (3) calendar months following separation from employment.

13.16 RETENTION OF FRINGE BENEFITS WHEN HOURS ARE REDUCED:

Whenever an employee accepts reduction in his/her regular non-overtime daily hours or annual days of employment through layoff, his/her entitlement to District paid health and welfare insurance benefits provided under the terms of this Agreement shall continue at the rate he/she enjoyed prior to the reduction of hours for twelve (12) months, after which it shall be prorated equal to actual time employed.

13.17 NO CHILD LEFT BEHIND COMPLIANCE

Employees in the following positions must meet NCLB compliance regulations:

- Paraeducator - Transition Specialist
- Paraeducator - Instructional Specialists/Special Needs, Construction, Health Technician Special Education
- Paraeducator - Special Education
- Paraeducator - Regular Education
- Paraeducator - Bi-lingual

ARTICLE 14 GRIEVANCE PROCEDURES

14.

14.1 **DEFINITIONS:**

A grievance is defined as any complaint of an employee, employees, or CSEA involving the interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievance at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievance. All days not defined shall be considered days the District Office is open for business.

14.2 **PROCEDURE:**

A grievance shall be handled in the following manner:

14.2.1 **Step One:**

An aggrieved employee may present directly his/her grievance to his/her immediate supervisor within twenty (20) work days of the event or when the employee knew or should have known of the event and/or circumstance. The grievance shall be submitted only orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

14.2.2 **Step Two:**

If the grievant is not satisfied with the informal adjustments made pursuant to Step One, he/she may within five (5) days of the adjustment present the grievance to his/her immediate supervisor in writing. If the grievant does not seek resolution at Step One, then within twenty-five (25) days of the event, the grievant shall seek resolution at Step Two. If the grievance is not satisfactorily adjusted within five (5) days after the submission of the grievance to his/her immediate supervisor in writing, the immediate supervisor, within ten (10) days after the submission of the grievance shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the aggrieved party within ten (10) days of the submission of the grievance. At Step Two of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation.

14.2.3 **Step Three:**

If the grievant is not satisfied with the decision of his/her immediate supervisor, or if the procedures called for in Step Two are not followed by the District, the grievant may submit the grievance in writing to the District Superintendent within five (5) days of the receipt of the response at Step Two, or within five (5) days after the time period called for in Step Two has passed. Within five (5) days of the receipt of grievance at Step Three, the

Superintendent or his/her designee will meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after this meeting, the Superintendent shall deliver to the grievant the response to the grievance.

14.2.4 Step Four:

If the grievant is not satisfied with the decision of the Superintendent the grievant may within five (5) days refer the decision in writing to CSEA, with a copy to the Superintendent. Within five (5) days of the receipt of this report, CSEA may submit the grievance to mediation by filing with the Superintendent a written request for mediation

14.2.4.1 The request for mediation can be withdrawn at any time and shall not be filed again.

14.2.4.2 The parties shall request that a conciliator/mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in resolution to the grievance. In the event that no mediator from State Mediation and Conciliation Services is available, the parties may elect to submit the grievance to a mutually agreeable mediation service or third-party mediator.

14.2.4.3 If the parties execute a written settlement agreement at the conclusion of mediation, that settlement shall become binding on the parties. Neither party may appeal the written settlement agreement pursuant to this article. If no such settlement is reached at mediation, the decision of the Superintendent at Step Three shall become final, unless CSEA chooses to arbitrate the grievance in accordance with Step Five.

14.2.4.4 The mediator's proposal(s) shall not constitute a settlement agreement for purposes of section 14.2.4.3, only a signed, written agreement executed by both parties shall constitute a settlement agreement for the purposes of section 14.2.4.3.

14.2.5 Step Five: Arbitration:

If the parties are not able to reach an agreement in mediation the grievant may submit, within ten (10) days of the last mediation date, a request in writing to CSEA that the grievance be submitted to arbitration. CSEA shall notify the grievant and the District Superintendent whether or not the grievance will be submitted to arbitration within twenty (20) days of receiving the request from the grievant. If CSEA decides not to arbitrate the grievance, the decision of the Board shall be final.

If CSEA decides to submit the grievance to arbitration, a list of arbitrators shall jointly be requested from the California State Mediation and Conciliation Service. Upon receipt of the list, the parties shall select an arbitrator. If agreement on an arbitrator cannot be reached, selection of the arbitrator shall

be made by the parties alternately striking names from the list. The order of striking shall be determined by lot. The arbitrator selected shall be jointly notified of his selection by the parties. The conduct of the arbitration shall be governed by the arbitrator. The arbitration award resulting from this procedure shall be final and binding on all parties. The costs of arbitration shall be borne by both parties.

14.2.6 Group Grievances:

If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step 3.

14.2.7 Grievance Witnesses:

The District shall make available for testimony, in connection with the grievance procedure, any District employee whose appearance is requested by the grievant or CSEA. CSEA shall make available for testimony, in connection with the grievance procedure, any association member whose appearance is requested by the District. Any employee witness required to appear in connection with this article shall suffer no loss of pay.

14.2.8 Grievance Processing During Regular Working Hours:

The grievant and the CSEA steward shall be entitled to a reasonable amount of time to process a grievance during normal working hours with no loss of pay or benefits.

14.2.9 Separate Grievance File:

All materials related to the processing of a grievance shall be kept in a file separate from the employee's personnel file.

14.2.10 Authority:

CSEA stewards shall have the authority to file notice and take action on behalf of employees relative to this grievance procedure, with the written consent of the employee.

14.2.11 Representation:

The grievant may be represented at any stage of these proceedings by CSEA or a representative of his/her choice.

14.2.12 Employee-Processed Grievances:

An employee covered by this agreement may present a grievance directly and have such grievance resolved without intervention of CSEA as long as the adjustment is not inconsistent with the terms of the Agreement. CSEA shall be provided copies of any grievance filed by employees directly and any response by the District. Prior to any 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 inconsistent with the terms of the Agreement shall be subject to the grievance process.

ARTICLE 15
SAFETY

15.

15.1 DISTRICT COMPLIANCE:

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

15.2 NO DISCRIMINATION:

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 15.1.

15.3 DRUG AND ALCOHOL TESTING:

15.3.1 Every employee of the District is expected to render service without being impaired or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse to prevent impaired individuals from rendering services to the District.

15.3.2 It shall be the policy of the District to comply with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392 and 395 which specifically outline the Federal Omnibus Employee Testing Act of 1991.

15.3.3 The District will comply by contracting for oversight with a professional drug and alcohol testing management company, or by joining a consortium of local school districts to provide such oversight. All employees of the District who are required to hold a commercial driver license shall be subject to testing. Testing will be for alcohol and controlled substances at the following times and covers any safety sensitive function during any time in which the driver is actually performing, ready to perform, or immediately available to perform any safety sensitive function.

15.3.3.1 TYPES OF TESTING:

- a. Pre-employment screening.
- b. Post-accident-where accident is defined to be: a school bus accident, or any accident where there is injury, or there is \$500 or more of damages as a result.
- c. Random testing-to be 25% of the total number of employees for alcohol testing and 50% of the employees for drug testing, to be randomly selected by the company providing oversight on an annual basis.

- d. Reasonable suspicion testing- a properly trained supervisor may require an employee to submit to an alcohol or drug test for controlled substances when, in their determination, there exists reasonable suspicion that the employee may be impaired when the employee is on duty or reporting for duty. This prerogative shall not be exercised by the supervisor arbitrarily or capriciously.
- e. Return-to-drug-follow-up testing-the District shall ensure that before an employee that has tested positive for an alcohol level of 0.02 or higher, or the presence of controlled substances, and has undergone treatment for the use thereof, returns to duty, the employee shall undergo a return-to- duty test for alcohol or drugs as indicated. An employee who has undergone treatment for alcohol misuse or controlled substance use, and has had a negative result on a return-to-duty test, shall be subject to follow-up drug and/or substance abuse tests in accordance with the provisions of 49CFR38.2605(c) (2)(ii).

15.3.3.2 TESTING FOR ALCOHOL:

All bus drivers of the District shall be subject to testing for alcohol use. All bus drivers of the District are prohibited from the use of any alcohol for four (4) hours prior to rendering service to the District. After an accident the employee is prohibited from using alcohol for a period of eight (8) hours or until a test is done, whichever is first. The bus driver must be tested for alcohol use within eight (8) hours of the accident. Any bus driver who tests positive with an alcohol blood level of 0.02 or higher will be prohibited from rendering service to the Agency.

15.3.3.3 ALCOHOL TESTING PROCEDURE:

Alcohol testing will be accomplished by using evidential breath testing devices (EBT) approved by the National Highway Traffic Safety Administration(NHTSA). Any bus driver who tests positive for an alcohol blood level of 0.02 or higher, will be tested again with another EBT to verify the initial reading.

15.3.3.4 TESTING FOR CONTROLLED SUBSTANCES:

All bus drivers of the District shall be subject to testing for use of controlled substances (or drugs). Drug testing will be accomplished by analysis of a sample of the employee's urine conducted at a professional testing laboratory certified and monitored by the Department of Health and Human Services (DHHS). All urine specimens will be analyzed for the following drugs:

- a. Marijuana (THC metabolite)
- b. Cocaine
- c. Amphetamines
- d. Opiates (including heroin, codeine and morphine)
- e. Phencyclidine (PCP)

15.3.3.5 CHAIN OF CUSTODY PROCEDURES:

All specimens collected for drug testing shall follow the Department of Health and Human Services/Department of Transportation (DHHS/DOT) specimen collection procedures. The contracting agent will provide their chain of custody procedures for review by all parties.

15.3.3.6 REPORTING TEST RESULTS:

All drug tests results will be reviewed and interpreted by a physician Medical Review Officer (MRO). If the laboratory reports a positive result to the MRO, the MRO will contact the employee (by telephone), and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determine that it is a legitimate medical use of the prohibited drug, the drug test result is reported as negative to the District. In all cases the MRO will maintain confidentiality and will report only those test results that are confirmed positive by scientific analysis using gas chromatography/mass spectrometry, and reviewed with the employee for medical explanation, directly to the District's Superintendent.

15.3.3.7 CONSEQUENCES:

Any employee refusing to submit to an alcohol or drug test shall be immediately removed from service and shall be considered insubordinate and will be subject to discipline under Article 19 of the Collective Bargaining Agreement. Refusal to submit means that a driver 1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for the breath testing, 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing or 3) engages in conduct that clearly obstructs the testing process.

Any bus driver who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, on a return to duty or follow-up test, or in a post-accident test where there has been

injury or death involved, shall automatically be subject to dismissal under Article 19 of this Agreement. In these circumstances the employee shall immediately, following the Skelly meeting on the notice of charges, be suspended without pay or benefits, pending the employee's appeal request.

In all other circumstances outlined in the types of testing "b" through "d" above, the employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, will be subject to discipline under Article 19 of the Collective Bargaining Agreement. The employee may be subject to a suspension, without pay or benefits, of up to thirty (30) calendar days during which the employee shall be required to enroll in, and complete at his/her own expense, a substance abuse rehabilitation program. After the employee has successfully completed the rehabilitation program, as verified by his/her substance abuse counselor, the employee shall undergo a return-to-duty test for alcohol or drugs, as indicated, and shall be subject to unannounced follow-up alcohol and/or drug tests.

**ARTICLE 16
TRAINING**

16.

16.1 IN-SERVICE TRAINING PROGRAM:

CSEA shall have the right to propose specific in-service recommendations to the District.

16.2 IN-SERVICE TRAINING TIME:

Employees who are required by the District to attend in-service training shall receive compensation for all hours of such training at their regular or overtime rate as appropriate.

16.3 CERTIFICATE RENEWAL:

The District shall provide all classroom and other training required by law or regulations for bus drivers to renew their California School Bus Driver Certificates, at regular or overtime rates as applicable.

ARTICLE 17
SEVERABILITY

17.

17.1 SAVINGS CLAUSE:

If, during the life of the 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 the 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. Invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

17.2 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.

ARTICLE 18
PUBLIC ALLEGATIONS

- 18.
- 18.1 Any parent or citizen complaint about an employee shall be reported immediately to the employee by the administration unless prohibited by law.
- 18.2 Should the involved employee, the complainant or the administration believe that the allegations in the complaint are sufficiently serious to warrant a meeting, a meeting will be arranged by the administration. Under no circumstances shall the complainant be required to be present at the meeting. An Association representative may be present at said meeting, if so requested by the employee. An administrator shall be present.
- 18.3 If satisfaction of the complainant decides to, put his/her complaint in writing within ten (10) days of submission of the complaint to the District, the District will provide a copy to the employee. The employee may prepare a written response within five (5) days to such complaint. The response shall be attached to the written complaint.
- 18.3.1 The complainant's decision regarding whether or not to put their complaint in writing shall in no way preclude the District from investigating the allegations therein, as required by law and/or District policy.
- 18.3.2 If the District investigates the allegations in the complaint, the District shall notify the employee in writing regarding the allegations, to the extent allowed by law.
- 18.4 The complaint shall be processed in accordance with District policy and applicable law. The District may consider any response thereto submitted by the employee. The Superintendent shall meet with the employee and his/her immediate administrator upon request to discuss the complaint.
- 18.5 An employee may choose not to respond in writing and/or participate in meetings, unless otherwise required by law and/or District policy.
- 18.6 If it is determined through any District investigation that the allegations regarding an employee are untrue, all such information shall not be placed in his/her personnel file.
- 18.7 If the Superintendent determines that the merits of the complaint justify the initiation of disciplinary proceedings against the employee, disciplinary action may be imposed in accordance with the provisions of this Agreement and applicable law and/or District policy.

ARTICLE 19
DISCIPLINARY ACTION

19. Progressive Discipline

19.1 The parties agree that discipline will be applied progressively, except when the alleged misconduct warrants more severe discipline. Progressive discipline refers to the following actions:

1. Counseling or verbal warning;
2. Written Reprimand or warning;
3. Suspension without pay;
4. Specific warning of termination; and
5. Termination

These steps are usually taken in sequence when an employee exhibits behavior or performance issues. However, depending on the situation, any step may be repeated, omitted, or taken out of sequence. The District reserves the right to effect immediate termination should the conduct warrant such action. Each case is considered on an individual basis.

19.2 RIGHT TO REPRESENTATION:

Any bargaining unit member shall have the right to request union representation at any meeting with a District representative at which the employee reasonably believes may lead to discipline of the employee.

19.3 PERMANENT CLASSIFIED EMPLOYEES - DISCIPLINE AND DISMISSAL

A. Discipline shall be imposed upon permanent members of the classified bargaining unit only for just cause and pursuant to this Article and pertinent laws.

1. 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 discipline unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

B. The discipline and dismissal procedures apply to permanent classified employees only. A probationary employee may be terminated at the discretion of the Board of Trustees.

C. Normally, disciplinary action will be taken after the employee has been counseled by his/her immediate supervisor, administrator, and/or Superintendent regarding unsatisfactory actions or lack of action.

- D. Letter of Reprimand/Notice of Warning.
 - 1. A reprimand or warning notice may be placed in an employee's personnel file. The employee shall be provided a copy and a notice of an opportunity to reply by registered or certified mail or by personal delivery. The employee shall be given at least ten (10) days to reply before the document is placed in his/her personnel file. The employee's written comments/response, if any, shall be attached to the reprimand or warning notice.

19.3 TYPES OF DISCIPLINARY ACTION:

- 19.3.1. Demotion: An employee may be demoted to a lower salary classification for cause and in accordance with this procedure.
- 19.3.2. 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.
- 19.3.3. Dismissal: An employee may be dismissed for cause and in accordance with this procedure.
- 19.3.4. "Disciplinary Action" specifically does not include adverse or negative evaluations, warnings, letters of reprimand, directives, paid administrative leaves and the implementation of other Articles in the Agreement such as transfer (unless such transfer causes a demotion), layoff, or the denial of any leave.

19.4 CAUSES FOR Disciplinary ACTION:

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

- 19.4.1 Abandonment of his/her position.
- 19.4.2 Demonstrable incompetence or inefficiency in the performance of the duties of his/her position.
- 19.4.3 Insubordination (Including, but not limited to, refusal to do assigned work).
- 19.4.4 Neglect of duty.
- 19.4.5 Intoxication while on duty, drinking or possession of alcoholic beverages on the job.
- 19.4.6 Illegal use, possession, sale or otherwise furnishing or being under the influence of any controlled substance as defined by Health and Safety Code 11007, and Education Code 44011.

- 19.4.7 Conviction of a sex offense as defined in Education Code 44010 and 45124.
- 19.4.8 Conviction of narcotic offense as defined in Education Code 44011 and 45123.
- 19.4.9 Willful violation of District policy, regulations, or provisions of this Agreement or of an order given by the employee's immediate supervisor, site administrator, or by the Superintendent.
- 19.4.10 Negligent or willful damage to District property.
- 19.4.11 Falsification of application.
- 19.4.12 Dishonesty in employment related matters.
- 19.4.13 Repeated unexcused tardiness or absences.
- 19.4.14 Discourteous, offensive or abusive treatment of the public, fellow employees or students.
- 19.4.15 Evident unfitness for service.
- 19.4.16 Failure to maintain licenses or certificates required for the position.
- 19.4.17 Misappropriation of District funds or property.

19.5 RECOMMENDATION OF DISCIPLINARY ACTION-NOTICE OF INTENTION

The Superintendent shall recommend disciplinary action to be taken against a permanent classified employee to the Board of Trustees. Upon request, the employee shall be entitled to a hearing before the Board of Trustees prior to imposition of disciplinary action by the Board. The Superintendent shall serve written Notice of Intention to Take Disciplinary Action on the employee, either by personal service or by certified mail. Said notice shall contain the following:

- 19.5.1 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 discipline is 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 that shall be set forth;
- 19.5.2 A statement of disciplinary action which is being recommended;

- 19.5.3 A statement of the employee's right to have an informal administrative conference with the Superintendent, or the Superintendent's designee, within five (5) days of receiving the notice of intention to take disciplinary action, and the right to be represented at such meeting by the representative of his/her choice;
- 19.5.4 A statement of the employee's right to a formal hearing on the charges and to be represented at such hearing by a representative of his/her choice;
- 19.5.5 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 by the employee, shall constitute a demand for a formal 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.

19.6. ACCESS TO MATERIAL

The employee or his/her authorized representative may, upon request, have copies of the material upon which the charges are based, and any materials or documents which may be needed to substantiate or may be relevant to the employee's case, subject to any privacy limitations.

19.7 ADMINISTRATIVE CONFERENCE ("SKELLY" MEETING)

The Superintendent or the Superintendent's designee shall conduct an informal conference for the employee and his/her representative (if any) to explain the charge upon which the recommendation for disciplinary action is based, and to hear the employee's response to said charges. If the Superintendent drafts the charges, the Superintendent shall not conduct the Skelly meeting, but shall designate another individual to serve as the Skelly officer.

19.7.1 Any and all materials, reports and documentation upon which the disciplinary action is based shall be made available to the employee and his/her representative upon request.

19.7.2 After hearing the response of the employee to the charges, the Skelly officer shall recommend to the Governing Board that the proposed disciplinary action be taken, that the disciplinary action be modified, or that the charges be dropped.

19.8. HEARING BEFORE THE GOVERNING BOARD:

19.8.1 If the employee requests a hearing, the Board of Education shall determine whether to conduct the hearing itself or to appoint a hearing officer who shall

conduct a hearing and prepare proposed findings of fact and conclusions and present a recommended decision to the Board.

19.8.2 The Board of Education or the hearing officer shall set the matter for hearing and shall give the employee at least ten (10) work days' notice in writing of the date, time, and place of the hearing. The hearing shall be conducted in a reasonable period of time, but not less than ten (10) working days after the filing of a request for a hearing.

19.8.3 The hearing shall be in closed session unless a public hearing is requested by the employee. Confidential information relating to other employees or students will be heard in closed session.

19.8.4 The employee shall have the right to personally appear and testify under oath, to call, or through a representative, call witness(s) who have relative and probative information on the matter to testify and to examine and/or cross-examine all witnesses appearing. Witnesses shall be called individually and excused after testifying, if so requested by the employer or the employee.

19.8.5 Upon the request of either party, an audio recording shall be made of all hearings, and then transcribed to a written record. The district will bear the cost of the transcription. Transcripts of hearing shall be furnished to either party on payment of the cost of preparing such transcripts.

19.8.6 All costs of a hearing officer shall be borne by the District. All other expenses shall be borne by the party incurring them.

19.9 RESULTS OF HEARING, DECISION:

19.9.1 The Board shall render a decision as soon as possible after the hearing is completed and adopt it at that meeting or the next scheduled Board meeting.

19.9.2 A copy of the written decision by the Board shall be sent to the employee no later than five (5) work days after it is adopted. The decision shall include findings of fact and determination of issues by the Governing Board.

19.10 ADMINISTRATIVE LEAVE

19.10.1 In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, or in the best interests of the District, the Superintendent may place an employee on administrative leave with pay by giving a written notice to the employee and to CSEA. 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 the administrative leave. Paid administrative leave is not disciplinary action.

19.11 COMPULSORY LEAVE; SEX OR CONTROLLED SUBSTANCE OFFENSES

- 19.11.1 Any employee charged with the commission of any sex offense as defined in, but not limited to, Education Code 44010, or with the commission of any controlled substance offense as defined in, but not limited to, Education Code 44011, may be placed on compulsory leave of absence pending a final disposition of such charges.

Any employee placed on compulsory leave shall continue to be paid his/her regular salary during such leave if he/she furnishes to the District a suitable bond to guarantee that the employee will repay the salary paid during the compulsory leave in case the employee is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the employee does not furnish a bond and if the employee is acquitted of such offense, or the charges are dropped, the District shall pay to the employee upon his/her return to service, the full amount of salary which was withheld during the compulsory leave.

ARTICLE 20
DURATION

20.

20.1 This Agreement shall be in full force and effective July 1, 2019 to June 30, 2022.

ARTICLE 21
COMPLETION OF BARGAINING

21.

21.1 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the other party shall not be obligated to meet and negotiate with respect to any subject, except as provided below:

No later than April 1, for each year of the term of this contract, CSEA shall present to the District its initial proposal regarding re-openers for this Agreement. Each party shall have the right to reopen this Agreement in the areas of salary and health and welfare benefits and two additional articles.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22.

22.1 CSEA is in agreement that the Board may adopt a Tobacco-Free Policy that prohibits the use of tobacco products anywhere, anytime, on District property and in District vehicles. CSEA will give input into District regulations and procedures regarding the policy.

22.2 **MAINTENANCE OF BENEFITS**

The board shall not reduce or eliminate any previously negotiated benefits which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.