

Agreement Between

**The
Union School District**

And

California School Employees Association

2016-2019

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ARTICLE 1

Agreement

- 1.0 This Agreement is made and entered into between the Union School District of San Jose, California (hereinafter referred to as the “District”), and the California School Employees Association and its local Chapter 704 (hereinafter referred to as “CSEA” or the “Association”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 2

Recognition

- 2.1 Unit A, Instructional Assistants: The District confirms its recognition of CSEA as the exclusive representative for Unit A, Instructional Assistants comprised of the following classifications of regular full-time and regular part-time classified employees; Instructional Assistant I; Instructional Assistant English Language Learner (ELL); Instructional Assistant – Special Education – Mild/Moderate; Library/Media Assistant II; Instructional Assistant – Special Education – Moderate/Severe; Instructional Assistant – Adaptive Behavior Assistant (ABA), Behavioral Specialist (hereinafter referred to collectively as Unit A, Instructional Assistants), excluding all other positions not designated including employees in the following classifications; (1) management positions; (2) confidential positions; (3) noon duty supervisors; and any irregular part-time employees (e.g. substitutes, short-term personnel).
- 2.2 Unit B, Skilled Labor Unit: The District confirms its recognition of CSEA as the exclusive representative for Unit B, Skilled Labor Employees comprised of the following classifications of regular full-time and regular part-time classified employees (hereinafter referred to collectively as Skilled Labor Unit): Custodian; Lead Custodian; Delivery Driver; Food Service Assistant; Lead Food Service Assistant; Grounds Maintenance Worker; Maintenance Specialist; Storekeeper, and classifications which include the word: Food Service; Maintenance; or Custodian, excluding all other positions not designated including employees in the following classifications: (1) management positions; (2) confidential positions; and (3) any irregular part-time employees (e.g. substitutes, short-term personnel).
- 2.3 Unit C, Office, Technical and Business Services (OTBS) Unit: The District confirms its recognition of CSEA as the exclusive representative for Unit C, Office, Technical and Business Services (OTBS) Employees comprised of the following classifications of regular full-time and regular part-time classified employees (hereinafter referred to as Unit C, OTBS): District Receptionist; Accounting Technician – Payable/Receivable ; Accounting Technician--Food Service/Business; Accounting Technician--Payroll/Benefits; Administrative Assistant I & II; School Office Assistant; Human Resources Technician; Special Education Technician; School Administrative Assistant; Health Clerk; Information Support Specialist I & II, System Administrator, Network

Engineer; Bond Accountant; Library & Technology Support Specialist; Site Technology Support Specialist; Curriculum Assessment & Media Specialist and classifications which include the word: Clerk, Technician or Secretary, excluding all other positions not designated including employees in the following classifications: (1) management positions; (2) confidential positions; and (3) any irregular part-time employees (e.g. substitutes, short-term personnel).

ARTICLE 3

Organizational Rights and Security

3.1 Membership

- 3.1.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal right of the employees to refuse to form, join, and participate in employee organization activities.
- 3.1.2 Neither the District nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their exercise of rights described in 3.1.1.

3.2 Dues Deduction - Maintenance of Membership

- 3.2.1 The District agrees to deduct the normal and regular monthly CSEA membership dues of those employees who authorize in writing such deductions on the appropriate form. Such authorization shall continue in effect for the duration of this Agreement except that any employee may resign from the Association during the thirty (30) working days following the expiration of this Agreement.
- 3.2.2 The authorized dues deductions shall be remitted to the Association together with an alphabetical list of employees from whom such deduction has been made.

3.3 Association Leave

- 3.3.1 Release time shall be granted for attendance at the CSEA Annual Conference and for legislative and other activities by mutual agreement of the Association and the District. Such release time may be granted without loss of compensation. The release time for up to three 12-month employees to attend the CSEA Conference shall not be denied for arbitrary or capricious reasons.

3.4 Service Fee

- 3.4.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 3.4.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.
- 3.4.3 No employee shall be obligated to pay dues or service fees to CSEA until the first day of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 3.4.4 Any employee whose religious convictions include an objection to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employees shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to a nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code (United Way of Santa Clara County, American Cancer Association, American Heart Association).
- 3.4.5 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

3.5 Service Fee Deductions

- 3.5.1 The District shall deduct, in accordance with the CSEA service fee schedule, service fees or payments to charity in lieu of service fees from the wages of all employees who:
 - 3.5.1.1 Are not exempted from the requirement to pay service fees under this Agreement; and
 - 3.5.1.2 Are members of the bargaining unit who have elected not to become members of CSEA.
- 3.5.2 Nothing herein shall preclude a service fee payer or religious objector from making a lump sum payment to CSEA or to a listed charity, respectively.

3.5.3 The District shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.

3.6 Hold Harmless Provision

3.6.1 CSEA agrees to indemnify and hold harmless the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

3.6.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

3.7 Employee Communication

The Association shall be entitled to use the District's intradistrict mail delivery service as permitted by state and federal laws and regulations. All employees shall be assigned a designated area to receive communications relating to workers concerning their wages, hours and other terms and conditions of employment. The Association may use the District email for one monthly CSEA meeting notification.

3.8 Creation, Reclassification, or Abolition of Positions

The District shall notify the Association of new job classifications, the reclassification of a position, or class of positions, and/or the abolition of a position, or class of positions, and will negotiate, upon request from the Association, the impact upon bargaining unit members and salaries of new classifications.

3.8.1 All employees hired prior to **July 1, 2010** in the Instructional Assistant Classifications which previously existed in families as defined in Appendix D, shall maintain their seniority as set forth in Appendix D.

3.8.2 All employees who served in a classification that has been retitled, maintain seniority in the newly created classification title. For example, a School Secretary who had a seniority date of September 2, 2008, is now a School Administrative Assistant with a seniority date of September 2, 2008.

3.8.3 Employees on the 39/63 month reemployment list, if any, maintain seniority in the new classification.

3.8.4 Reclassification

Reclassification is the upgrading of an employee from his/her existing job classification to a different job classification, or the upgrading of a job classification to a different salary range, because of a significant change in the regular duties and responsibilities being performed by the employee and required by the District. Reclassification is not the result of better or excellent performance of the job duties and responsibilities contained in the existing job description.

When an employee or the District believes that there has been a significant change in the regular duties and responsibilities which the employee is performing, or that a current job classification is not compensated at a worth comparable to other Districts, the employee or the district may file a Reclassification Request Form. (attached as Appendix F hereto) between November 1 and December 15 of each academic year, requesting that the position be reviewed for possible reclassification. The Reclassification Request Form will be available at the Human Resources Department and on the District Intranet in the CSEA Forms section. Once completed, the Reclassification Request Form shall be submitted to the District's Director of Human Resources or designee.

The following procedures shall be followed:

1. Complete the form (attached).
2. The employee shall request a meeting with the supervisor, no later than October 15, in order to make the timeline for submission (see above). **However, for the year 2017-2018 only, this date shall be December 1, 2017.**
3. The employee shall meet with the supervisor to review the form, prior to submitting the form to Human Resources.
4. The supervisor must sign the form indicating whether s/he agrees or disagrees with the information submitted on the reclassification request.
5. The employee must send the form to HR for review. (Such review may include interviews, outside consultants, salary comparability reports, etc.) Forms should be received by December 15 of the school year. **However, for the year 2017-2018 only, this date shall be December 22, 2017.**
6. If HR determines that the request does not meet the definition of a reclassification (for example, the request reflects an increased work load or promotional request), HR shall notify the requestor and CSEA, in writing with a brief explanation, of this fact within 30 days of receipt of the request, and the request will not be moved forward.

a. If reclassification is not moved forward at this level, the employee may resubmit the following cycle with additional supporting information.

7. If the request meets the definition of a reclassification, Human Resources shall notify CSEA of this fact and provide an opportunity to meet with the Reclassification Review Panel (RRP) regarding the request.

a. The RRP shall consist of the following members: Two (2) management employees selected by the District, excluding the District's Director of Human Resources; and: Two (2) bargaining unit members selected by CSEA. The reclassification panel shall also select one alternate for each group. In the event of a tie, the request shall be submitted to Cabinet for decision.

b. Panel members shall be appointed for a two-year term. The District and CSEA shall notify each other of the specific individuals selected to be a member of the RRP no later than October 1st of each odd year. **However, for the year 2017-2018 only, this date shall be December 1, 2017.**

c. All RRP members shall be in attendance for the RRP to meet. In the event of an emergency, the alternate may take the place of a panel member. If a member of the RRP is the individual that will be reviewed for reclassification, CSEA must select an alternate to take the impacted panel member's place during the deliberations of their reclassification. The RRP shall meet, no more than three (3) days between January 1 and February 15 of each academic year to review all submitted Reclassification Request forms. **However, for the year 2017-2018 only, the RRP shall meet, no more than three (3) days between February 1 and March 15.**

d. The RRP may obtain from the requesting party, employee, CSEA and/or the District any additional information it deems necessary. The RRP shall make a written recommendation for each submitted reclassification request, which shall be agreed upon by a majority of the Panel.

8. Each written recommendation of the Panel will be forwarded to Cabinet for consideration at the regularly scheduled Meeting.

9. The individual requesting reclassification and his/her immediate supervisor shall be notified in writing of the decision of Cabinet regarding reclassification by May 1st.

10. All approved action for reclassification shall have an effective date retroactive to January 1 of the year in which the Reclassification Request Form was approved for review by the Panel, including any increase in salary.

11. If the decision is that the job is not out of class, the employee cannot resubmit a request for 2 years. If the employee is reclassified, s/he cannot request

an additional reclassification for 2 years.

12. If the employee is reclassified and a salary differential accompanies the new class, whether the compensation resulting from a new class shall be retroactive or effective immediately shall be within the discretion of the Superintendent.

13. The Cabinet's recommendation is not grievable.

14. All reclassifications are subject to final adoption by the Board of Trustees.

3.9 Union Officers/Stewards

The Association shall provide the District with a list of persons authorized to represent the Association in the processing of grievances pursuant to Article 5--Grievance Procedures. Association Representatives and/or Stewards shall not leave their normal work assignment without permission of their immediate supervisor.

3.10 Unit Members

3.10.1 The parties agree that one CSEA representative will be provided with one hour of release time during one of the professional development days during the first three weeks of the student instructional year for an employee group orientation meeting with any new classified employees hired at the beginning of the school year. The employee group orientation is to take place during work hours at a time agreed upon with the District.

3.10.2 For employees hired after the group orientation described above, the District will provide all new classified employees with a directory of CSEA contact information as part of their new hire meeting. One CSEA representative will be invited to meet with new employees during the employee's new hire meeting and during the CSEA representative's nonduty time.

3.10.3 The District shall provide CSEA with the following employee's contact information: name, date of hire, classification and title, work year, FTE value (e.g. 1.0 or .75 or similar), salary (hourly rate), home address (city, state, and zip code), home phone number, email address, work site locations, and hours of employment. At the option of the employee, the District shall provide CSEA with the last four digits of the employee's social security number. CSEA agrees to maintain the privacy of the above employee information and shall not disclose such information to other individuals or organizations without the individual employee's express written consent.

ARTICLE 4

Management Rights

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives, insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, close, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws and Constitutions of California and of the United States.
- 4.3 The District retains its right to amend, modify or rescind policies and practice referred to in this Agreement in cases of emergency.
- The determination of whether or not an emergency exists is solely within the discretion of the District. The Association, however, shall be notified as soon as is reasonably practical and shall have the right to grieve, under Article 5 – Grievance Procedures, the District's determination that an emergency exists.
- 4.4 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effect of the exercise of any such rights, is not subject to the grievance provisions set forth in Article 5.

ARTICLE 5

Grievance Procedures

5.1 Definitions

- 5.1.1 Grievance: A grievance is any alleged violation, misapplication, or misinterpretation of this Agreement.
- 5.1.2 Aggrieved: An employee who has a grievance or a group of employees who have a common grievance.
- 5.1.3 Day: Any day in which the Union District Administration Office is open for business.
- 5.1.4 Conferee: A conferee is any person invited by either party to the grievance to participate in the grievance procedure.
- 5.1.5 Form: An official grievance form. (See Appendix C)

5.2 Informal Level

The most effective solution is found when differences which may lead to a grievance are resolved in an amicable, informal way between the parties involved. No matter shall proceed to the formal level until the employee has met informally with his/her immediate supervisor in an effort to resolve the matter. Notwithstanding the provisions of this Section, the Association may file an Association grievance at Level 2.

5.3 Formal Level

5.3.1 Level One -- Immediate Supervisor

- 5.3.1.1 The grievance procedure is formally invoked when the aggrieved presents his/her grievance in writing on the District Grievance Form to his/her immediate supervisor. This shall be done within twenty (20) work days after the aggrieved knew, or reasonably should have known, of the event or condition which gives rise to the grievance. (See Appendix C)
- 5.3.1.2 The written statement shall consist of a clear concise statement of the grievance; the specific provision(s) of this Agreement it is alleged were violated, misapplied, or misinterpreted; the person(s) involved; the decision rendered as a result of the informal conference and the remedy sought. Copies may be sent to conferees.

Either party to the grievance shall have the right to a personal conference with the other party to the grievance in order to resolve the issue. Either party is entitled to the presence of a conferee. More than one conferee will be by mutual agreement of both parties.

The supervisor shall communicate his/her decision to the aggrieved in writing within ten (10) days after receiving the grievance.

5.3.2. Level Two -- Grievance Officer

5.3.2.1 In the event the aggrieved is not satisfied with the Level I decision she/he may appeal the decision in writing to the Grievance Officer or his/her alternate within ten (10) days after receiving it.

5.3.2.2 This written statement shall include a written copy of the original grievance; the Level I decision rendered; the name(s) of the appellant's conferee(s), if any; and a clear, concise statement of the reasons for the appeal from the Level I decision.

5.3.2.3 The District Grievance Officer shall communicate his/her decision in writing to the parties involved within ten (10) days after receipt of the appeal. A conference regarding the appeal is the right of either party. Either party may bring more than one conferee by mutual agreement of both parties.

5.3.3 Level Three -- Arbitration

5.3.3.1 In the event the aggrieved is not satisfied with the Level II decision, the Association may, within ten (10) days of its receipt, submit a written request to the Superintendent for arbitration of the dispute.

5.3.3.2 Within ten (10) days after receipt of the written request, the Superintendent or his/her designee and the Association shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools.

Beginning with the Association each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

5.3.3.3 The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.

The arbitrator's decision shall be final and binding upon the District, the Association and the employee(s) involved, except if the arbitrator exceeds his/her authority, his/her decision evidences an infidelity to the Agreement, or he/she acts in contravention of the facts and/or the law. Copies shall be sent to both the Association and to the District Superintendent.

- 5.3.3.4 The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any appendix attached thereto, nor render any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement.
- 5.3.3.5 The arbitrator shall construe this Agreement in a manner which does not interfere with the Districts rights as described in Article 4, except where they have been expressly and clearly limited by the terms of this Agreement.
- 5.3.3.6 The arbitrator must resolve issues of arbitrability before hearing the substantive matters. In the event that a case is appealed to an arbitrator on which he/she has no power to render a decision, it shall be returned to the parties without recommendation on its merits.
- 5.3.3.7 The costs of the services of the arbitrator, including expenses, if any, shall be borne equally by the District and the Association.
- 5.3.3.8 The aggrieved employee, one Association Officer and any employee requested to testify under subpoena or required by the District to appear at the hearing, shall not be docked pay if the hearing occurs during their regular workday.
- 5.3.3.9 Election of remedies: The decision to go to arbitration shall constitute a waiver of the right to seek redress through other legal process, except in the event that the arbitrator rules that the matter is not arbitrable.
- 5.3.3.10 Specifically excluded from the arbitration step of this Article are:
 - 5.3.3.10.1 Failure of the District to follow advisory recommendations of any advisory committee or as a result of consulting with the Association.
 - 5.3.3.10.2 Failure of the District to grant any request or benefit described by this Agreement as permissive.
 - 5.3.3.10.3 Grievances filed under Article 4.3 challenging the Board's determination that an emergency exists where such determination is based upon a legal restriction or a restriction imposed by the State or local government.

5.4 Miscellaneous Provisions

- 5.4.1 If the same complaint or substantially the same complaint is made by more than one employee against one respondent, only one (1) employee, on behalf of her/himself and the other complainants, may process the complaint through the grievance procedure. Such grievance shall indicate the names of the other employees represented by the aggrieved.
- 5.4.2 It is the purpose of this grievance procedure to provide for redress of grievance under the current Agreement, and it is not the purpose of this grievance procedure to provide for changes in the Agreement. Such changes must be undertaken in the negotiation process.
- 5.4.3 Other employer-employee relations matters, for which a specific method of review is provided by law, are not within the scope of this procedure.
- 5.4.4 The time limits provided in this policy may be extended or reduced by the mutual written agreement of the parties.
- 5.4.5 Unless the time limits are extended or shortened by mutual written agreement among all parties to the grievance, any decision not appealed within the time limits from one level to the next in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal. Failure of an administrator to respond within the time limits gives the aggrieved the right to move automatically to the next level.
- 5.4.6 During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be confidential and any preliminary disposition will not be made public without the agreement of all parties.
- 5.4.7 No reprisals of any kind shall be taken by the District or the Association against any participants in the grievance procedure by reason of such participation.
- 5.4.8 Any employee may present grievances in accordance with this Article without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the grievance until the Association has received a copy of the grievance and the proposed solution and has been given an opportunity to file a response.
- 5.4.9 Grievance conferences between an aggrieved employee and management personnel at Levels I or II shall be held at a mutually agreed time and place. Participation by any employee within the unit entitled to attend shall be without loss of pay when the conference occurs during such employees regular work hours. Every effort will be made to avoid any untimely disruption of any employees work schedule.

5.4.10 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

5.4.11 A grievance may be withdrawn or settled at any level without establishing precedent.

ARTICLE 6

Hours of Employment

6.1 Work Day and Work Week

6.1.1 The regular work week of regular part-time employees' shall be defined as employees who work varying proportions of a full-time eight (8) hour day, forty (40) hour week.

6.1.2 The regular work week of a full-time employees' shall be forty (40) hours, and the regular work day shall be eight (8) hours. The work week shall be five (5) consecutive days, Monday through Friday.

6.2 Work Year

The District agrees to consult with CSEA regarding the school year calendar. CSEA shall appoint up to two (2) members annually to a Joint District/CSEA calendar advisory committee.

6.2.1 183 Day Employees: The regular work year (days in paid status) for Instructional Assistants, Health Clerks, Food Service Leads, Food Service Assistants, School Office Assistants and Behavioral Specialists shall be the 180 days that school is in session and three (3) non-student days. Additional authorized workdays, approved by the Human Resources Department, shall be at an employee's current hourly rate of pay.

Health Clerks may be required to work additional days prior to the start of school.

6.2.2 12-Month Employees: The work year is based upon two hundred sixty (260) days in paid status.

6.2.3 11-Month Employees: School Administrative Assistants' work year is based upon one hundred ninety-six (196) workdays. Days in paid status are determined by adding entitled days of vacation pay and entitled paid holidays.

6.2.4 If it is necessary to use employees who are not, as part of their base assignment, scheduled to work during summer, the District shall make such assignments based on the qualifications of the applicants for the specific position. When qualifications between applicants are equal, then the employee with the most seniority within the classification for the position for which they are applying, if applicable, shall receive the assignment. Employees wishing to work in the summer must apply for an open position. All employees applying for a summer position will be considered prior to outside applicants.

6.2.5 Compensation for Summer Work

6.2.5.1 An employee who works in a lower classification than his/her regular assignment, shall be paid at the range of the lower classification, but shall be placed on the step commensurate with the employee's years of service with the District.

6.2.5.2 An employee who works in a higher classification than his/her regular assignment shall be paid at Step 1 of the range of the higher classification. Employees regardless of prior summer service are not eligible to move up steps within a range.

6.2.5.3 An employee who works in the classification that is his/her regular assignment shall be paid at his/her current rate of pay, i.e. at the same range and step as during the school year.

6.2.5.4 If applicable, compensation and benefits paid to employees for summer work shall be pro-rated.

6.3 Lunch and Rest Periods

6.3.1 All unit employees whose workday is less than 8 hours shall be entitled to a minimum of ten (10) minutes break time for each three (3) hours worked.

6.3.2 All unit employees who have a regular workday of five (5) hours or more shall be entitled to a duty-free lunch period of no less than thirty (30) minutes per day.

6.3.3 All full-time unit employees will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District, normally near the middle of the four-hour span.

Clarification of lunch & rest periods:

Number of Hours of Work	Paid Rest Breaks are included within the work hours.	Unpaid Breaks (duty-free lunch) This time is in addition to the work hours.
1 or 2 hour employees	No break	0
3 hour employees	10 minute break	0
4 hour employees	15 minute break	0
5 hour employees	15 minute break	At least a thirty (30) minute duty free lunch
6 hour employees	Two (2) ten (10) minute breaks	At least a thirty (30) minute duty free lunch
7 hour employees	Two (2) ten (10) minute breaks	At least a thirty (30) minute duty free lunch
8 hour employees	Two (2) fifteen (15) minute breaks	At least a thirty (30) minute duty free lunch

If, due to an emergency, a lunch or break is interrupted, the employee will be able to finish his/her lunch or break during that workday.

6.4 Holidays

6.4.1 All members shall be entitled to the paid holidays as listed provided the unit members are in paid status during the working day immediately preceding and the working day succeeding the holidays:

1. Independence Day
2. Labor Day
3. Veterans Day
4. Thanksgiving Day
5. Workday after Thanksgiving
6. Workday prior to Christmas
7. Christmas Day
8. Workday prior to New Year's Day
9. New Year's Day
10. Dr. Martin Luther King, Jr. Day
11. Lincoln's Birthday
12. Washington's Birthday
13. Friday of Spring Recess in Schools (Substitute for Admission Day)
14. Memorial Day
15. Floating Holiday (*for 12 month employees*)

- 6.4.2 Regular unit members who are not normally assigned to duty during the two-week Winter Recess shall be paid for the holidays granted during that period provided that they were in paid status the workday of their normal assignment immediately preceding and succeeding the holiday period.
- 6.4.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holiday, s/he shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
- 6.4.4 The employee shall have the option of accepting pay or compensatory time off for authorized work on a holiday. If compensatory time off is chosen, it shall normally be taken within thirty (30) workdays. Employee preference shall be considered as to the scheduling of any accrued time off but the final decision shall be at the sole discretion of the supervisor.

6.5 Overtime

- 6.5.1 Overtime is any time required to be worked in excess of eight (8) hours in any workday or forty (40) hours in a work week. Overtime may be compensated by payment or by compensatory time off at the option of the employee. However, if a unit member has prior written approval from his or her immediate supervisor to work overtime and such authorized employee works in excess of twelve (12) hours in any eight (8) hour workday, or sixty (60) hours in any calendar week, or in excess of eight (8) hours on the seventh consecutive day, then the District will provide compensation or compensatory time off at two (2) times the regular hourly rate of pay.
 - 6.5.1.1 The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated and authorized by the District to perform such overtime.
 - 6.5.1.2 The employee shall have the option of accepting pay or compensatory time off. If compensatory time off is chosen, it shall normally be taken within thirty (30) days from which it was earned, and no later than twelve (12) months from the day it was earned at the employee's current rate of pay. Employees who fail to use their earned compensatory time within 12 months for causes other than denial by the District, will forfeit said time. Employee preference shall be considered as to the scheduling of any accrued time off, but the final decision shall be at the sole discretion of the supervisor. Any employee that is denied compensatory time off shall be paid for such time denied at the employee's current rate of pay.

- 6.5.1.3 So that overtime and additional hours will be distributed equitably, employees in each classification will sign up for overtime duty. Factors that will assist in determining the order of dispersing overtime to members on each list are seniority, skill level, and site.
- 6.5.1.4 For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the unit member.
- 6.5.1.5 The designation, authorization and allocation of any overtime shall rest solely with the District management and shall not be subject to Article 5 -- Grievance Procedures.

6.6 Extra Duty

Time required beyond a part time employee's regular workday, shall be compensated by payment at their current rate of pay or compensatory time off. Employee's preference for compensation shall be considered, but the final decision shall be at the sole discretion of the supervisor.

ARTICLE 7

Bargaining Unit Vacancies

7.1 Notice of Vacancies

- 7.1.1 Vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Notices shall be posted on bulletin boards at each District job site. Normally, no vacancies shall be posted during winter and spring breaks. However, postings during such times shall be extended for three (3) work days. All employees interested in receiving all vacancy postings while on vacation or off work, will inform the District that he/she wants the postings mailed to him/her at a specific address. A copy of all job postings shall be sent to all CSEA Executive Officers.
- 7.1.2 Any employee in the bargaining unit or an outside applicant may file for the vacancy by submitting written notice to the Human Resources Department within the appropriate filing period. Any employee on leave or vacation may authorize his/her union steward, site representative or CSEA officers to file a notice of interest on the employee's behalf. The employee's inability to interview for the position will not restrict the District's right to fill the position in a timely manner as specified.

- 7.1.3 The job vacancy notice shall include: The job title, brief description of duties, qualifications, the number of hours per day; the months per year assigned to the position; work hours; the salary range; the deadline for filing to fill the vacancy, and the date of the posting.
- 7.1.4 Selection shall be based on experience, education, training, recommendations, interpersonal skills, seniority, and needs of the District.
- 7.1.5 Any employee in the bargaining unit who files for the vacancy during the posting period and meets the minimum qualifications shall be interviewed.
- 7.1.6 All other things being equal, current employees shall be given preference over outside applicants for promotion. In the case of a tie between two or more employees, the employee with the greatest seniority will be given the position.
- 7.1.7 Any employee who has been rejected for a vacancy for which he/she has properly filed shall be notified as soon as practical.

7.2 Probationary Period

The probationary period for newly hired and promoted employees shall be six (6) months.

- 7.2.1 Newly hired employees – During probation, newly hired employees shall only use leaves as earned. Newly hired probationary employees shall earn 1 day leave for each completed month of probation. At the successful completion of probation, the employee's allowable leaves will be front loaded as for permanent employees, to use as indicated in Article 9. Illness in the Immediate Family (see Article 9.4), will not be granted until the successful completion of probation. For 12-month employees, vacation hours may not be used during probation.
- 7.2.2 Promoted employees from 10 month to 12 month – If a promoted probationary 12-month employee returns to a 10-month classification during probation, any vacation earned will be paid out.

7.3 Transfers

A transfer is the movement of an employee from one position to another without change of job classification. The transfer may include a change of school location, a shift change, or a job change to another supervisor within the classification.

7.3.1 Lateral Transfer

- 7.3.1.1 Whenever District management determines that a vacancy exists which creates a transfer opportunity, the vacancy shall be posted for not less than five (5) working days at each work location. Employees within the classification who wish to be considered for a voluntary

transfer into the vacancy shall submit written notice to the Personnel Office. Selection shall be based on experience, education, recommendations, interpersonal skills, seniority and the needs of the District. Other things being equal, current employees shall be given preference over outside applicants. All other things being equal, in case of a tie between two or more employees, the employee with the greatest seniority will be given the position.

Any permanent employee may apply for the transfer to that position by filing a written notice to the Personnel Office within the time period.

- 7.3.1.2 When school is not in session, the District shall, upon request, notify eligible employees of such vacancies by mail. Employees within the classification who wish to be considered for a voluntary transfer into the vacancy shall submit their request in writing to the Personnel Office and include a self-addressed stamped envelope. Employees may have the option to submit, in the absence of a specific vacancy, a general transfer request to the Personnel Office. Such requests shall be kept active for one (1) year and shall be considered when vacancies occur.
- 7.3.1.3 The intent of this subsection is to provide transfer opportunities for employees. There is no implied obligation intended, however, the District must accept any of the applicants for the vacancy.
- 7.3.1.4 Probationary employees will not be considered for voluntary transfers.
- 7.3.1.5 Any employee who has been rejected for a transfer for which he/she has properly filed shall be notified as soon as practical.

7.3.2 Involuntary Transfers

- 7.3.2.1 Transfers of unit members may be made by District management any time whenever, in the judgment of the management, such transfers are in the best interests of the District.
- 7.3.2.2 The District will give an employee an opportunity to discuss, upon request, a transfer decision affecting him/her prior to the effective date of the transfer.
- 7.3.2.3 An employee being transferred shall be given prior notice as soon as is administratively practical, but no less than five (5) working days before the effective date of the transfer.
- 7.3.2.4 Upon request, a conference will be held between the employee and the appropriate management personnel in order to communicate

reasons for the transfer.

7.3.2.5 Upon request of the employee, the District shall state in writing the reason for the transfer.

7.3.3 Promotion

7.3.3.1 A promotion is defined as the upward movement of a unit member from a position in one classification to a position in another classification within a higher salary range designation. Such movement shall result in at least a five percent (5%) salary increase on the new position salary range as compared to their original position.

7.3.3.2 Effective beginning July 1, 2016, the parties agree that an internal applicant with a Bachelor's degree who is selected for a promotional position shall be placed on at least step five of the CSEA salary schedule.

7.3.3.3 If a unit member is promoted at any time during the year, his/her step shall be adjusted upward on July 1st to ensure that the promoted value is recognized.

ARTICLE 8

Compensation

8.1 Salary

8.1.1 2016-17 Salary Schedule

8.1.1.1 Effective July 1, 2017, for the 2017-2018 school year, a 3.5% increase will be added to the 2016-17 CSEA Salary Schedule (See Appendix A).

8.1.1.2 Effective July 1, 2017, for the 2017-18 school year, step 24 of the CSEA salary schedule will become step 24-26 and step 27 will be added to the CSEA Salary Schedule (See Appendix A).

8.1.2 Compensation for Summer Work
See 6.2.5

8.1.3 Compensation for Overtime
See 6.5

8.1.4 Compensation for Extra Duty
See 6.6

8.2 Shift Differential

8.2.1 A per hour shift differential, paid to full-time custodians whose shift begins at 2:00 p.m. or later, shall be five percent (5%) of Step 1 of the Custodian rate.

8.2.2 An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

8.2.3 The regular rate of pay for all purposes of an employee assigned to a shift which provides differential compensation shall be the differential rate.

8.3 Work Out-of-Class

8.3.1 An employee required to perform duties inconsistent with those assigned to the position by the Board for a period of more than two (2) consecutive working days in a fifteen (15) calendar day period shall have his/her salary adjusted upward for the entire period he/she is required to work in a higher paying classification.

Instructional Aides will be paid at their current rate of pay or higher for additional hours worked.

8.3.2 When an employee is requested to work out of his/her classification in a lower classification, the employee shall be paid at 90% of Step 2 of the appropriate range. The District shall notify the employee of the rate of pay being offered at the time the request to work in the lower classification is made.

8.4 Call-back Pay

8.4.1 Unit B: The Skilled Labor Unit's minimum call-back pay shall be no less than two (2) hours except that call back between 11:00 p.m. and 6:00 a.m. shall be for no less than three (3) hours.

8.4.2 Unit C: Office Technical and Business Services Unit's call-back pay shall be no less than two (2) hours.

8.5 Anniversary Date

8.5.1 The Anniversary for All Unit employees shall be July 1st for the purpose of determining salary placement.

8.5.1.1 An employee whose first workday was on or before January 31st shall be given credit for one (1) year for the above purposes on the next July 1st.

8.5.1.2 An employee whose first workday was on or after February 1st shall be given credit for one (1) year for the above purposes on the next succeeding July 1st.

8.6 Health and Welfare Benefits

8.6.1 Health Care Insurance

Unit members shall have the option to health insurance plans available through the CalPERS Unequal Health Benefit Program to cover unit members and their eligible Dependents subject to the following conditions:

8.6.1.1 Effective September 1, 2004, and each month thereafter, the District shall contribute the minimum amount set by CalPERS Unequal Health Benefit Program per eligible unit member for each month; this amount shall be the basic District contributions for health insurance.

8.6.1.2 Effective July 1, 2016, the employer contribution (“cap”) is allocated first toward employee medical benefit premium costs.

8.6.1.3 Effective July 1, 2016, the District shall contribute, for each eligible unit member, a supplemental amount per school year for health and welfare benefits (as described in 8.6.1 through 8.6.6) of the following amounts per full-time unit member and employees who work four hours or more per day shall be entitled to a prorated District contribution to the unit members’ health and welfare insurance package minus the CalPERS Unequal Health Benefit Program minimum contribution rate in 8.6.1.1:

Single	\$11,261
Single plus 1	\$16,180
Family	\$20,400

- 8.6.1.4 Align the Dental & Vision Plans offered to unit members with those offered by our current provider; and/or by signing up with a new provider for the year 2018 and forward.
- 8.6.1.5 Should premiums for benefits selected exceed the District-paid entitlement, employees shall sign appropriate payroll deduction forms authorizing the District to deduct from their salary warrants the amount necessary to pay the difference between the District's contribution and the total monthly premiums. The level and kinds of benefits, voluntarily selected, must be maintained.
- 8.6.1.6 CalPERS Unequal Health Benefit Program design changes, including increases to co-pays or deductibles will be borne by the unit members. Unit members shall be provided the opportunity of Open Enrollment per CalPERS.
- 8.6.1.7 To the extent that health plan requirements (Government Health Plan Requirements) adopted by the federal or state government(s) impact the parties' bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations to address health care coverage.
- 8.6.2 Dental Care Insurance: Eligible employees must take the dental insurance through Delta Dental.
- 8.6.3 Vision Care Insurance: Eligible employees must take the vision insurance through Vision Service Plan (VSP).
- 8.6.4 Life Insurance: A life insurance program for eligible employees which provides \$30,000 life insurance plus \$30,000 accidental death and dismemberment coverage. No evidence of insurability is required for participation.
- 8.6.5 Long-Term Disability: A Long Term Disability Program which provides:
 - 1. 66 2/3% of salary to a maximum of \$1,500 per month.
 - 2. 120 day elimination period.
 - 3. Benefits payable to age 70 for sickness or accident.
 - 4. Benefits coordinate with group-statutory plans.
- 8.6.6 Emotional Health Care
The unit member and eligible dependents shall be provided emotional health care insurance pursuant to the CalPERS plan.

8.7 General Provisions

- 8.7.1 Unless otherwise provided within the specific terms of this Article, the District's responsibility for any insurance plan premiums ends with the termination of an

employee.

The District will provide each employee in the bargaining units with the option to participate in a Section 125 plan for Health and Welfare plans.

- 8.7.2 Employees who work less than full time, but 50% or more, shall be entitled to a District monthly premium payment in direct proportion to their percentage of full-time employment. To receive any of the insurance programs available to full-time employees, part-time employees shall sign appropriate payroll deduction forms authorizing the District to deduct from their salary warrants the amount necessary to pay the difference between the District's contribution and the total monthly premium.
- 8.7.3 Enrollment cards must be completed by each eligible employee to initiate or change coverage. This must be done at the time of employment, during the Open period or for a change in eligibility status. The District shall only be responsible for administering the initiation of, or changes in, coverage.
- 8.7.4 The District shall have no responsibility for the explanation of plans or the processing of claims.
- 8.7.5 The policies, rules, and regulations of any insurance carrier subscribed to by the District are not a part of this Agreement, and challenges to them shall not be subject to the Grievance Procedures of Article 5.

8.8 Retired Employees

- 8.8.1 Retired Employees: The District agrees to contribute the lesser amount set by Government Code section 22857(b) of the California Public Employees' Retirement Law per eligible retiree per month for the life of the employee, which for the life of the agreement is the following:

Effective September 1, 2004, and each month thereafter, the District shall contribute a flat amount or percentage of the minimum contribution amount set by CalPERS Unequal Health Benefit Program for retiree health care insurance. CSEA and the District acknowledge that this rate can be changed at any time (usually in January) and will be implemented immediately.
- 8.8.2 The savings generated by unit members who opt out of the CalPERS Unequal Health Benefit Program will be held in a special District fund for the purpose of paying the District contribution to CalPERS Unequal Health Benefit Program for retiree health care insurance.
- 8.8.3 If the District and CSEA agree to terminate participation in the CalPERS unequal Health Benefit Program, the District shall have no further obligation for payment of the basic contribution per retiree.

8.8.4 The employee shall pay in advance (monthly) through the District for health coverage for dependents accepted by the insurance carrier.

8.8.5 The employee may purchase coverage in other District health and welfare programs (i.e. dental, vision, etc.), dependent on the conditions established by the carrier.

8.9 Retirement Options

8.9.1 Eligibility

Employees who retire at age 60 with a minimum of 10 years of service in the District will receive a reimbursement pursuant to Article 8.9.2 Eligibility is effective for a maximum of 5 years or until age 65, or until the retiree is eligible for health benefits under Medicare, whichever comes first.

8.9.2 Benefits

The District will provide a reimbursement to retirees in the amount of \$250 per month.

8.10 Master's Degree Stipend

8.10.1 An additional stipend for a Master's Degree shall be paid at the rate of \$1,800 annually. Payment of advance degree is limited to a maximum of one (1) Master's Degree. Such degree must be earned from an accredited institution which provides graduate training.

ARTICLE 9

Leaves

The following definition of "Immediate Family" shall be used throughout Article 9, except that it shall not be used in or apply to Article 9.4, including Section 9.4.2 titled "Illness in the Immediate Family":

Immediate family shall include the following:

Immediate family is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or a person who stood in loco parentis when the unit member was a minor child; a spouse; a registered domestic partner; or a sister-in-law, brother-in-law, son-in-law, daughter-in-law, a grandparent; a grandchild; and a

sibling; and any person who is a member of the employee’s immediate household and resides with the employee.

9.1 Vacation/Vacation Pay

9.1.1 Vacation entitlement shall be as follows:

	Year	Year	Year	Year
	1-5	6-10	11-15	16+
12 Month	12	15	20	25
10 Month	10	12	15	20

9.1.2 All ten month employees employed as of the date of ratification [November 30, 2010] of this Agreement who have been employed by the District for five or more years and who are currently taking vacation days rather than having vacation pay built into their salary shall have a onetime opportunity to select, in writing, one of the following options **to go into effect for the 2011-2012 school year**:

Option 1: Employees may elect to have their vacation pay be built into their salary.

Option 2: Employees may elect to take vacation days during their scheduled work year.

The election must be turned into the District on a District created form by February 1, 2011, following the Board’s approval of this Agreement. Failure of an employee to make the election shall result in the employee having the vacation pay be built into his/her salary. (Option 1)

Ten month employees employed as of the date of the Board’s approval of this Agreement who have been employed by the District for less than five years, and all ten month employees hired after the date of ratification of this Agreement, shall have their vacation pay built into their salary.

9.1.3 For employees in Unit B, they shall not be eligible to schedule vacation during the following periods: (1) one week after the school year ends; and (2) two weeks before the school year begins. The District may make exceptions to those limitations on a case-by-case basis.

9.1.4 A day of vacation equals each employee’s normal workday. Each day of vacation is granted at the regular rate of pay earned at the time the vacation is commenced.

9.1.5 Earned vacation or vacation pay shall not become a vested right until completion of the initial six (6) months of employment.

- 9.1.6 If an employee is terminated and had been granted vacation or vacation pay which was not yet earned at the time of termination of his/her services, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken or vacation pay received.
- 9.1.7 Upon separation from service, the employee shall be entitled to a lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 9.1.8 The District may allow permanent classified employees to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.
- 9.1.9 The scheduling of vacation shall be within the sole discretion of the District Management.
- 9.1.10 Vacation shall be completed during the school year in which it was earned. If, however, an employee is not permitted to take his/her full allowable vacation or a long-term injury or illness prevents the employee from taking his/her full allowable, accrued vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash. Any refusal of a vacation request must be provided to the employee in writing within five (5) days of written request. Additionally, an employee in the bargaining unit who has been employed for more than one year may carry over ten (10) days of vacation into the next school year or be paid in cash by July 10th immediately following the school year in which it was earned, at the option of the District. Vacation that is carried over must be used no later than the end of the school year following the one in which it was earned.
- 9.1.11 Those portions of Article 9 which are permissive for the District shall not be subject to the grievance procedures contained in this Agreement.

9.2 Hour-By-Hour Leave Use

- 9.2.1 Bargaining unit members may utilize sick leave (including for medical/dental appointments), illness in the immediate family leave, and personal necessity leave on an hour-by-hour basis, consistent with the terms of this Section of Article 9.
- 9.2.2 For positions that require substitute coverage, employees in such positions may use sick leave for doctor's appointments on an hour-by-hour basis provided that a substitute is available to cover for the requested time off.
- 9.2.3 In the event a substitute is unavailable to provide coverage for an employee requesting hour-by-hour sick leave use, the employee shall be required to take

sick leave in increments of either one-half (1/2) day or a full day. In such situations, an employee who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from accumulated sick leave; if the absence exceeds one-half (1/2) day, a full day shall be deducted.

- 9.2.4 Employees seeking to use sick leave on an hour-by-hour basis shall provide reasonable notice to the District that sick leave use is necessary. It is understood that there are circumstances beyond an employee's control in which doctor/dental appointments cannot be scheduled in advance. In those cases, employees shall give as much notice of the appointment as possible. Employees also shall attempt to schedule all doctor/dental appointments to take place outside of work hours. It is understood that employees will not be questioned about the nature of their medical/dental appointment.
- 9.2.5 Upon request by the District, an employee shall be required to submit certification from his/her health care provider verifying the injury, illness, attendance at the appointment, and/or providing authorization to return to work.
- 9.2.6 Where sick leave is taken on an hour-by-hour basis, the employee shall have the amount of sick leave taken, rounded up to the nearest hour, deducted from accumulated leave, any hour-by-hour leave use shall be unpaid.
- 9.2.7 For purposes of this Section, the following bargaining unit positions are deemed to require substitute coverage: School Administrative Assistant; District Receptionist, Food Service, Special Day Class Instructional Assistants (Mild/Moderate & Moderate Severe), 1-1 Instructional Assistants, and Delivery Driver.
- 9.2.8 For positions that do not require substitute coverage, deductions from accumulated leave shall be rounded off to the nearest hour. If mutually agreed upon with the employee's supervisor, an employee in a position other than those listed in 9.2.7, may utilize flex time for absences of short duration, not to exceed two (2) hours per week.

9.3 Absence for Illness or Injury:

Units A, B, and C: Each full-time unit member shall be allowed ten (10) or twelve (12) days leave, depending on their yearly calendar, per year with full pay for absence due to personal illness or injury to themselves or a family member. Sick leave may also be used for a unit member's absence as a result of being a victim of domestic violence, sexual assault, or stalking. Unit members who work less than full time shall be allowed that portion of the ten (10) or twelve (12) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

The District will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.

Except for the four (4) days of paid family illness leave (14.3), family medical leave shall be consistent with the laws.

Unit members have the option to use their family illness days and/or sick days prior to their entitlement of up to 12 weeks of maternity or paternity leave with differential pay as set forth in Education Code Sec. 45196.1

9.3.1 Unit A: Each Instructional Assistant shall be entitled to .04972 hours of sick leave credit for each hour the Instructional Assistant is in paid status for the purpose of leave for illness or injury.

9.3.2 Units B and C:

9.3.2.1 Every classified employee employed five (5) days a week shall be entitled to twelve (12) days of absence for illness or injury, exclusive of all days s/he is not required to render service to the District, with full pay for a fiscal year of service.

9.3.2.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months s/he is employed bears to twelve (12) for classified employees five (5) days for a full fiscal year of service.

9.3.2.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5) and is entitled for the proportionate amount, consistent with this formula, for classified employees employed five (5) days a week for a full fiscal year of service. When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

9.3.2.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee shall not be eligible to take more than six days, or the proportionate to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months active service with the District.

9.3.2.5 If such employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated

from year to year.

- 9.3.2.6 Upon request by the District, an employee shall be required to submit a medical doctor's certificate verifying the personal injury or illness and/or a medical authorization to return to work. Such request shall only be made when, in management's opinion, there is reasonable cause to believe sick leave is being misused or when the employee's medical ability to return to work is questioned.
- 9.3.2.7 An employee must notify the District as soon as the need to be absent is known, normally not less than one (1) hour (one and one-half (1 1/2) hours for food service employees) prior to the start of the workday. Failure to provide adequate notice shall be grounds for denial of leave with pay.
- 9.3.2.8 Where a substitute is needed, an employee who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted. For other employees, deductions from leave shall be rounded off to the nearest hour.
- 9.3.2.9 An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work if such failure results in a substitute being secured.
- 9.3.2.10 Consistent with AB 1522, sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Sick leave may also be used for a unit member's absence as a result of being a victim of domestic violence, sexual assault, or stalking.
- 9.3.2.11 For purposes of sick leave usage pursuant to AB 1522 and Section 9.3.2.10, a family member is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or a person who stood in loco parentis when the unit member was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling.

9.3.3 Extended Sick Leave/ 39 Month Reemployment

- 9.3.3.1 Consistent with Education Code Section 45196, each regular classified employee shall once a year be entitled to receive up to 100 working days of paid sick leave, including days to which she/he is entitled

under Section 45191. Such days of paid sick leave in addition to those required by Section 45191 shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. Any days of extended sick leave not used during the school year shall be forfeited and shall not accumulate from school year to school year.

[Note: The parties' intent regarding Section Article 9.3.3 is to apply the Education Code Section 45196-100 day rule consistent with the flow chart below]

Classified Employees: 100 Day

CFRA and FMLA Leave may run concurrent if the employee has a “serious medical condition:

100 Working Days Period
(Including Sick Leave Days at Normal Pay, but the 100 Working Days Excludes Holidays, Vacations, Compensating Time and Any other Paid Leave)

Education Code §45196

60 Days Industrial Leave ^[1]	Sick Leave Current and Accumulated (See note in following box)	Catastrophic Leave (if applicable)	Remaining Differential Leave 50% Pay	Vacations, Compensating Time and Any Other Paid Leave	Placement on 39-Month Reemployment List
Education Code §45192	Education Code §45191	Education Code §44043.5	Education Code §45196	Education Code §45196	Education Code §45192.45196

¹ Omit if absence is not due to industrial illness or accident.

LS Lozano Smith
Attorneys at Law

9.3.3.2 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee’s position, the employee shall, if not placed in another position, be terminated and placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the individual shall be employed in a vacant position in the class of the individual’s previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds in which case the individual shall be listed in

accordance with appropriate seniority regulations.

9.3.3.3 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be deleted from the reemployment list.

9.3.3.4 Prior to resuming work, the employee shall provide written medical verification that s/he is medically able to resume all his/her normal duties.

9.4 Illness in the Immediate Family

9.4.1 Leave shall be granted for sudden or unexpected illness or injury of a member of the immediate family; for major surgery for a member of the immediate family or the birth of a child to the spouse or registered domestic partner of an employee.

9.4.2 Immediate family shall mean, as used in this Section, any relative living in the immediate household of the unit member or the spouse, registered domestic partner, child or parent of the unit member.

9.4.3 An employee may take up to four (4) days in any one school year without loss of pay or sick leave. This leave shall not be cumulative. A day is the employee's normal workday.

9.4.4 Notification requirements shall be the same as those required for personal illness.

9.4.5 Deductions from leave entitlement shall be made as provided for under this Article.

9.4.6 An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work, if such failure results in a substitute being secured.

9.5 Industrial Accident or Illness

9.5.1 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the insurer.

9.5.2 Leave for industrial accident or illness is subject to the following rules and regulations:

9.5.2.1 Allowable leave shall not be for more than sixty (60) working days in any one fiscal year for the same accident.

9.5.2.2 Allowable leave shall not be accumulative from year to year.

9.5.2.3 Industrial accident or illness leave will commence on the first day of absence.

9.5.2.4 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.

9.5.2.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

9.5.2.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next 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, for the same illness or injury.

9.5.3 The industrial accident or illness leave of absence is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee is receiving Workers' Compensation the person shall be entitled to use only so much of the persons accumulated or available leave which, when added to the Workers' Compensation Award, provide for a full days wage or salary.

9.5.4 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of an employee.

9.5.5 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the District, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation Laws of this State. The District, in turn shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

9.5.6 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

9.5.7 The benefits provided by these rules and regulations shall be applicable to all employees after completion of the probationary period of service as an employee of the District.

9.5.8 Prior to resuming work, the employee shall provide written medical verification that s/he is medically able to resume all his/her normal duties.

9.6 Disability Leave

9.6.1 Any employee who anticipates undergoing a state of disability such as, but not limited to, necessary surgery, hospital confinement, medical treatment, pregnancy, etc., shall

apply for a leave of absence based upon said anticipated disability in accordance with the provisions herein.

9.6.2 Employees (less than twelve (12) month) who anticipate a disability which will occur during a non-work period (e.g. when school is closed in December, spring or in the summer) need not request leave, but shall comply with Section 9.6.4 below.

9.6.3 Disability leave shall be charged to the sick leave account of the employee and subject to all policies, practices, rules and regulations applicable to employees who are granted sick leave.

9.6.4 Sections related to requests for anticipated disability leave:

9.6.4.1 In order to qualify, an employee anticipating disability shall file a statement (District form) with the Personnel Office stating the nature of an anticipated period (dates) of disability with the physician's verification portion completed.

9.6.4.2 Any employee who desires to continue in the performance of his/her duties during the period prior to the expected disability shall be permitted to do so provided his/her physician states in writing that said employee is physically capable of continuing to perform all his/her duties up to the date the disability will occur.

9.6.4.3 Should there be any questions as to the medical condition of the employee, the District reserves the right to require an examination by a District-selected physician, at District expense, for the purpose of securing a second medical opinion regarding the employee's ability to perform required duties. Should the opinion of the employee's physician and the District-selected physician conflict, then the employee and the District shall mutually agree upon examination by an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity in the performance of normal duties.

If the employee and the District cannot agree upon the impartial third physician such appointment shall be made by the County Medical Society. The expenses of any examination by an impartial third physician shall be paid by the District.

9.6.4.4 Ordinarily, an employee who has undergone hospital confinement shall be expected to resume his/her duties within fifteen (15) days of the date of discharge from the hospital. In the case of childbirth, an employee would normally be expected to resume her duties within six (6) weeks from the date of her child's birth.

9.6.4.5 A physician's statement is required upon return from disability leave

stating that the employee is able to resume all his/her normal duties and responsibilities. The provisions of Section 9.6.4.3 above are applicable.

9.6.4.6 Requests for extensions or reductions of the specified dates in Section 9.6.1 above shall also be verified by a physician's statement.

9.6.4.7 Where the anticipated disability leave is for pregnancy reasons, pregnant employees applying for leave under provisions of this section may simultaneously apply for a Personal Unpaid Leave in accordance with the provisions of that policy.

9.7 Personal Necessity Leave

9.7.1 Employees may elect to use accumulated sick leave in cases of Personal Necessity Leave, not to exceed (10) ten days in any school year.

9.7.2 Personal Necessity Leave will be granted for an event or activity out of the ordinary in which the circumstances are beyond the control of the individual. Leave under this Section will be granted for, but not limited to:

9.7.2.1 Death or serious illness of a member of his/her immediate family.

9.7.2.2 Accident involving the employee or property, or the person or property of a member of his/her immediate family.

9.7.2.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. This provision shall include an appearance before a probate court as an executor or administrator of a will.

9.7.2.4 Graduation or wedding ceremonies of members of the immediate family.

9.7.2.5 Seeking other employment if a notice of layoff has been received. (Two (2) days maximum).

9.7.3 Requests for Personal Necessity Leave are to be made to the Human Resources Department on the appropriate District form. The specific nature of the reasons for the request is to be designated on the District form identifying one of the basis set forth in Section 9.7.2.1 through 9.7.2.5 or identifying that the requested leave is private. No more than 3 days per year may be designated as private. Additional verification of the reason indicated on the signed request form may be required by the District.

9.7.4 Advance approval by the District is required, except for Sections 9.7.2.1, 9.7.2.2, and 9.7.2.3 above.

- 9.7.5 Leave under this Section, including private personal necessity days, will not be granted for activities or events which are of a personal business or convenience nature, including, but not limited to, outside commercial or business interests, religious activities, social events, visits of relatives, political activities including activities of employee organizations, travel time prior to or following holidays, job hunting, vacation or recreational activities, civic or organizational activities, real estate transactions, family activities or problems, etc.
- 9.7.6 Immediate family shall have the same meaning as defined under Bereavement Leave in this Agreement.
- 9.7.7 Up to three (3) days of personal necessity leave may be granted by the Superintendent or designee for persons not described in the definition of immediate family in Section 9.4.2.

9.8 Personal (Unpaid) Leave

- 9.8.1 Leave may be approved without pay or other compensation, at the discretion of the District, for reasons not specified under other leave provisions of this Agreement for a period not to exceed one (1) year (e.g. child rearing, adoption, health, etc.).
- 9.8.2 Advanced approval is required. Requests are to be made on the appropriate District form and submitted to the Personnel Office. Leave, taken without prior approval, shall be considered unauthorized leave.
- 9.8.3 One (1) full day's pay shall be deducted from the employee's salary for each day approved for leaves of twenty (20) workdays or less. Deductions from pay for absences less than one (1) full day shall be as provided for in deduction from leave as described under Absence for Illness or Injury Leave.
- 9.8.4 Approved leaves of more than twenty (20) workdays, beginning the first day, shall be without pay or other compensation except that the employee shall have the option to continue participation in the District insurance programs (e.g. medical and dental), provided such coverage is not restricted by the insurance carrier and that the employee reimburses the District for the current group premiums in advance or on a quarterly basis.

9.9 Personal Business Leave

- 9.9.1 Personal business is defined as business of an urgent or unusual nature which cannot be taken care of outside of normal working hours. Included, but not limited to, are such activities as appearance in Court as a litigant; real estate transactions; emergency home or vehicle repairs; attending graduation or wedding ceremonies of members of the immediate family; religious activities; etc. Excluded, but not limited to, are such activities as vacation or recreational activities; employee or civic organizational activities; political activities; social activities; outside commercial or business interests, etc.

- 9.9.2 Immediate family shall mean, for the purposes of this leave, any dependent; or any relative living in the immediate household of the employee. The Superintendent, or his/her designee, may at his/her discretion enlarge the definition of immediate family in individual cases and shall be applied equally.
- 9.9.3 District approval is required, normally in advance. Requests are to be made on the appropriate District form and sent to the Personnel Office.
- 9.9.4 A maximum of three (3) Personal Business Leave days per year shall be granted, consistent with the provisions of this Section. Each day shall be deducted from accrued sick leave and shall count as one of the ten (10) days of Personal Necessity Leave provided under Section 7 of this Article.

9.10 Military Leave

Shall be granted to classified employees as provided for in the Military and Veterans' Code section 395 *et seq.*

9.11 Judicial Leave

The District shall grant leaves of absence to employees to appear as a witness in Court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee. Such leave shall be granted with pay to the difference between the employee's regular earnings and any amount he/she received for jury or witness fees exclusive of mileage allowance.

9.12 Bereavement Leave

9.12.1 A unit member will be granted a maximum of three (3) days of paid leave or five (5) days of paid leave if out-of-state travel or more than two hundred (200) miles of one-way travel in state is required, in the event of the death of a member of the immediate family. To determine eligibility for in-state, five (5) days paid leave, a circle with its center at the District office and with a radius of 200 straight-line, miles will be drawn on a map.

9.12.2 Members of the immediate family are defined on page 31.

9.12.3 The Superintendent, or his/her designee, may enlarge the decedent category in individual cases and it shall be applied equally.

9.13 Family Care Leave

9.13.1 To be eligible for leave under the FMLA and CFRA (collectively “FMLA Leave”), employees must have: (1) worked for the District for a total of at least 12 months; (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the District within 75 miles, as of the date the leave is requested.

9.13.1.1 For the purpose of FMLA and/or CFRA leaves of absence and with prior notice to and approval by the bargaining unit member’s supervisor; eligible bargaining unit members may utilize FMLA and/or CFRA leave on a quarter-hour basis consistent with the legal requirements and limitations provided by FMLA and CFRA laws.

9.13.2 FMLA Leave may be used for one of the following reasons:

9.13.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);

9.13.2.2 to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition (“Family Care Leave”);

9.13.2.3 an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);

9.13.2.4 a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s active duty or call to active duty as a member of the military reserves or National Guard or Armed Forces (“Military Emergency Leave”); or

9.13.2.5 to care for a spouse, child, parent or next of kin (as defined under the FMLA) who is: (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released there from under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (“Military Caregiver Leave”).

9.13.3 Leave Length

9.13.3.1 The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the District and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

9.13.3.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the District and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave.

9.13.3.3 Under some circumstances, an employee may take FMLA Leave intermittently or on a reduced leave schedule. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced leave schedule means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

9.13.3.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner's child. Certain restrictions on these benefits may apply.

9.13.4 Notice and Certification

9.13.4.1 Bonding, Family Care, and Serious Health Condition Leave Requirements

9.13.4.1.1 Employees may be required to provide: (1) 30 day advance notice when the need for the leave is foreseeable; (2) advance notice within one or two business days after learning of the need for leave when the leave is not foreseeable; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (these forms are available from Human Resources), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts; (4) periodic recertification; and (5) periodic reports during the leave.

9.13.4.1.1.1 In providing notice, an employee shall provide at least verbal notice sufficient to make the District aware that the employee needs FMLA Leave, and the anticipated timing and duration of the leave.

9.13.4.1.2 At the District's expense, the District may require a second opinion when it has reason to doubt the validity of a medical certification regarding the employee's own serious health condition or of an immediate family member's serious health condition. If the first and second opinions differ, the District may require, at its own expense, that the employee obtain certification from a third health care provider. The third health care provider must be designated or approved jointly by the District and the employee. Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

9.13.4.1.3 When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the District's operation.

9.13.4.2 Military Emergency Leave

9.13.4.2.1 Employees seeking to use Military Emergency Leave must provide the District with as much notice of the need for leave as is reasonable and practicable under the circumstances. In addition, the employee must provide the District with a copy of the covered military member's active duty orders when the employee requests leave.

9.13.4.2.2 Employees may also be required to provide: (1) a description, signed by the employee, describing facts supporting the leave request and attaching any available documentation to show the need for the time away from work; (2) the approximate date the qualifying exigency commenced or will commence; (3) the beginning and ending dates for the absence, if the leave request is for a single period of time; (4) an estimate of the frequency and duration of the qualifying exigency, if the leave request is on an intermittent or reduced schedule basis; and (5) contact information for the third party or entity and a brief description of the purpose of the meeting, if the exigency involves a meeting with a third party or entity.

9.13.4.2.3 Certification of the need for leave must be provided to the District within 15 calendar days of the District's request for certification, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

9.13.4.3 Military Caregiver Leave

9.13.4.3.1 Employees may be required to provide: (1) 30 day advance notice when the need for the leave is foreseeable; (2) advance notice within one or two business days after learning of the need for leave when the leave is not foreseeable; (3) a completed Certification of Health-Care Provider form from the servicemember's authorized health care provider within 15 calendar days (these forms are available from Human Resources) or an invitational travel order or authorization; (4) confirmation of the family

relationship with the servicemember; and (5) periodic reports during the leave.

9.13.4.3.1.1 In providing notice, an employee shall provide at least verbal notice sufficient to make the District aware that the employee needs FMLA Leave, and the anticipated timing and duration of the leave.

9.13.4.3.2 Certification of the need for leave must be provided to the District within 15 calendar days of the District's request for certification, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

9.13.4.4 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. The District shall inform the employee if a certification is incomplete or insufficient and must provide the employee with seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If an employee fails to return to work at the leave's expiration and the employee has not obtained an extension of the leave, the District may treat that failure to return as an employee having voluntarily terminated his/her employment.

9.13.5 Employees may elect to use accrued vacation during FMLA Leave and may elect to use compensatory time off. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave. Entitlement to FMLA Leave for the purposes of the unit member's own illness or disability shall be satisfied by and run concurrently with leaves taken pursuant to Sections 9(3.0), 9(4.0), and 9(6.0). FMLA leave may not be used to extend personal illness leave or industrial or illness leave. An employee may take up to four (4) months pregnancy disability leave and then take an additional twelve (12) weeks of FMLA Leave for the purpose of caring for the new baby; however, the District is not obligated to continue its contribution toward health benefits for more than twelve (12) workweeks.

9.13.6 Benefits

9.13.6.1 The District will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee want his/her benefits coverage to continue during the

leave, the employee must also continue to make any premium payments that he/she is now required to make. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The District may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

- 9.13.6.2 If an employee is on a FMLA Leave but is not entitled to continued paid group health insurance coverage, the employee may continue his/her coverage through the District in conjunction with federal and/or state COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Please contact Human Resources for further information.

9.13.7 Job Reinstatement

- 9.13.7.1 Consistent with the FMLA/CFRA (including statutory language, regulations, and case law), and except if there is just cause, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course or renew a license, as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work. However, employees have no greater right to reinstatement than if he/she had been continuously employed rather than on leave.

- 9.13.7.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

9.13.8 Definitions

- 9.13.8.1 "Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child (son or daughter). This term does not include parents "in law."

9.13.8.2 “Son or daughter” (or “Child”) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA Leave is to commence.

9.13.9 Section 9.13 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

9.13.10 The Department of Labor Notice WH1420 is available upon request in the Human Resources department.

9.14 Military Spousal Leave

9.14.1 The District provides spouses and registered domestic partners of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a “qualified leave period” means the period during which the spouse is on leave from deployment during a period of military conflict.

9.14.2 An employee is eligible for leave under this policy if he or she:

9.14.2.1 Is the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;

9.14.2.2 Works for the District for an average of 20 or more hours per week;

9.14.2.3 Provides the District with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse or registered domestic partner will be on leave from deployment; and

9.14.2.4 Submits written documentation to the District certifying that the spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

9.14.3 Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

9.14.4 Leave taken under this policy will not affect an employee's right to any other benefits.

9.14.5 The District will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this Section.

ARTICLE 10

Discipline

10.1 Exclusive Procedure

Discipline shall be imposed upon permanent employees pursuant to this Article. Nothing therein shall preclude an evaluation from being introduced in a disciplinary action.

10.2 Causes

10.2.1 Permanent employees shall be subject to disciplinary action for the following causes. Employees against whom disciplinary action is taken shall be informed of the specific acts/or omissions upon which the action is based.

10.2.1.1 Failure to adequately perform requirements of the position held.

10.2.1.2 Failure to comply with contractual conditions of employment.

10.2.1.3 Willful or negligent violation of District rules and regulations or the rules and regulations of a federal, state, or local governmental agency which are applicable to public schools.

10.2.1.4 Violation of any lawful order by a person having authority to direct an employee.

10.2.1.5 Insubordination.

10.2.1.6 Dishonesty.

10.2.1.7 Drinking alcoholic beverages on the job or reporting to work while intoxicated.

10.2.1.8 Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.

10.2.1.9 Disorderly or immoral conduct.

- 10.2.1.10 Conviction of sex offense as defined in Education Code section 44010, conviction of narcotics offenses in Section 44011, or conviction as a sexual psychopath in Article 1, Chapter 1, Part 1.4 Division 6 of the Health and Welfare Code.
- 10.2.1.11 Repeated tardiness and/or excessive absences.
- 10.2.1.12 Failure to report to work as assigned.
- 10.2.1.13 Pattern of excessive absenteeism. The District shall be barred from terminating an employee for a pattern of excessive absenteeism unless the employee has been warned verbally and in writing about his/her absences.
- 10.2.1.14 Discourteous, offensive, harassing, intimidating, or abusive treatment of the public, other employees, or pupils.
- 10.2.1.15 Willful or negligent damage to school property or willful waste of District supplies or equipment.
- 10.2.1.16 Evident unfitness for service.
- 10.2.1.17 Failure to maintain licenses or certificates required for the position by law or District policy of job description.
- 10.2.1.18 Misrepresentation or concealment of any relevant fact in connection with obtaining employment or during employment.
- 10.2.1.19 Misappropriation of District funds or property.
- 10.2.1.20 Conviction of a felony, or conviction of a misdemeanor involving moral turpitude. A plea of guilty, or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the making of this section.
- 10.2.1.21 Employee does not perform their job with reasonable accommodations.
- 10.2.1.22 Physical violence.

10.3 Disciplinary Action

10.3.1 The following disciplinary actions may be taken by the District against a permanent employee for any of the causes specified in Section 10.2.

- 10.3.1.1 Involuntary Reassignment/Transfer: Involuntary reassignment is a change of assignment.

- 10.3.1.2 Involuntary Demotion: Involuntary demotion is placement in a lower classification without the employee's written consent.
- 10.3.1.3 Suspension: Suspension is the temporary removal from service for a specified period of time with or without pay and the employee shall not be on District property except for their child's school function, monthly Board or union meetings, or executive board meeting if applicable.
- 10.3.1.4 Dismissal: Dismissal is removal from employment

10.4 Progressive Discipline

- 10.4.1 In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate.
- 10.4.2 Progressive steps may be as follows, except that Sections 10.4.2.1 and 10.4.2.2 are mandatory in dealing with causes of a cumulative nature:
 - 10.4.2.1 Verbal warning.
 - 10.4.2.2 Written warning, with a copy to the employee's personnel file. Such statement shall include the reasons for the warning, any intention the supervisor may have to recommend disciplinary action, and a date to review this warning. The supervisor shall give a reasonable period of advanced warning to permit the employee time to correct the deficiency without incurring disciplinary action
 - 10.4.2.3 Involuntary Reassignment/Transfer.
 - 10.4.2.4 Suspension.
 - 10.4.2.5 Involuntary Demotion.
 - 10.4.2.6 Dismissal.

10.5 Emergency Suspension

- 10.5.1 The Association and the District recognize that emergency situations can occur involving the health and welfare of students and/or employees.
- 10.5.2 If the employee's presence would lead to an immediate threat to the lives, safety or health of the students, community members or fellow employees, the District may suspend the employee without pay following an informal hearing with the Superintendent or his/her designee.

10.5.3 Within ten (10) working days, the District shall provide written notice of charges.

10.5.4 If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the employee shall be reimbursed the appropriate back pay.

10.6 Disciplinary Procedure

10.6.1 Written Notice

When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. A copy of the notice shall be mailed to the Association at the same time unless the employee requests otherwise.

10.6.2 Statement of Charges

10.6.2.1 A statement of the specific charges against the employee shall be written in ordinary and concise language, shall include the cause and the specific acts and omissions, including times, dates, and location on which the disciplinary action is based and shall state the penalty proposed.

10.6.2.2 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor 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 District.

10.6.3 Access to Material

The employee may, upon request, have copies of materials upon which the charges are based.

10.6.4 Right to a Hearing (Skelly)

The employee may request a hearing in writing either by mail or personal delivery within five (5) working days after service of the statement of charges. A card or letter shall be provided to the employee, the signing of which shall constitute a demand for a hearing and a denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

If, after requesting a hearing, the employee fails to appear for the hearing, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

An employee may be relieved of duties without loss of pay, at the option of the District.

10.6.5 Interest-Based Skelly Hearing

By mutual agreement, an employee, who is entitled, may meet with the Interest Based Skelly Hearing Committee, or use the standard Skelly Hearing as outlined in Section 10.6.4. The District shall notify employee of the right to representation.

10.6.5.1 This pilot provision will sunset June 30, 2016. This provision will be reevaluated at that time to determine its effectiveness.

10.6.5.2 The hearing shall be held within a reasonable period of time after the filing of a request for a hearing as provided for in accordance with Section 10.6.4 of this Article.

10.6.5.3 The Committee shall be made up of 2 Classified Employees, not in the same classification as the defendant, and 2 Administrators and one neutral facilitator as agreed upon by the Union and the District.

10.6.5.4 Resolution of the Interest-Based Skelly Committee is achieved in one of three ways:

10.6.5.4.1 If consensus is reached, that consensus is reduced to writing, signed by the committee members and submitted to the Board and all parties involved.

10.6.5.4.2 If consensus is not reached within 2 days, but a majority opinion exists, the majority opinion is reduced to writing, signed by the concurring members and submitted to the Board of Trustees.

10.6.5.4.3 If there are not three concurring members, then the facilitator as an arbitrator submits a written decision to the Board of Trustees.

10.6.5.4.4 This provision is a pilot project for three (3) years, which will be evaluated at the end of this contract.

10.6.5.5 If the employee elects not to be represented by the Union, he/she may choose other representation. Any costs related to non-Union representation is the responsibility of the employee.

Technical rules of evidence shall not apply at the hearing.

10.7 Board Hearing

- 10.7.1 If the Board chooses, hearings regarding suspensions of more than five (5) days, demotion, or dismissal may be held before a hearing officer from the California Office of Administrative Hearings (OAH). If an OAH hearing officer is not available within thirty (30) days, the District and the Association may submit a request for a list from the State Conciliation and Mediation Service (CSMS).
- 10.7.2 If the Board chooses to use a hearing officer, the cost of the hearing officer and the reporter, shall be paid by the District. The hearing officer shall submit a written recommended decision to the Board of Trustees which shall include the proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
- 10.7.3 Prior to making a final decision, the Board of Trustees shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
- 10.7.4 The Board of Trustees may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact.
- 10.7.5 Any modified decision by the Board of Trustees shall include findings of fact and determination of issues.

ARTICLE 11

Concerted Activities

- 11.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, sick-in, picketing, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to lock-out employees during the term of this Agreement.
- 11.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, sick-in, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take steps to cause those employees to cease such action.

- 11.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.
- 11.4 It is understood that in the event this Article is violated by the Association, the District shall be entitled to withdraw any rights and privileges or services provided to the Association in this Agreement or in District Policy.

ARTICLE 12

Contracting Out

- 12.1 The District will not contract out bargaining unit work performed by Union School District employees in violation of the Education Code.

ARTICLE 13

Safety

- 13.1 The District shall provide employees with safe working conditions and in all cases shall comply with the California State Occupational Safety and Health Act regulations of the general industry and construction industry standards.
- 13.2 Employees are required to report any injury to their supervisor immediately. Employees are also obliged to report any condition or practice which they feel is unsafe to their supervisor immediately upon notice or discovery. If the problem is not addressed within 30 days, it should be reported to the Superintendent or his/her designee.
- 13.3 Responsibility for training on a regular basis as appropriate for each bargaining unit, making inspections, compliance, records, investigations and reports to Cal-OSHA is solely that of the employer.
- 13.4 Any and all disputes regarding safe working conditions shall be processed through the established procedures of Cal-OSHA and shall not be subject to the Grievance Procedures Article 5.
- 13.5 No adverse action shall be taken against any employee by reason of filing a complaint with the District or Cal-OSHA.

- 13.6 The District shall provide all necessary safety equipment to employees according to their job requirement and by State and Federal laws.
- 13.7 CSEA shall participate in the District Safety Committee. This will be an ongoing committee that meets at least twice annually.

ARTICLE 14

Evaluation Procedures

14.1 Evaluation Procedures

The purpose of evaluation is to recognize and document the quality of work being accomplished by an employee. The evaluation process is to be utilized as a formal method to communicate to a unit member regarding the performance of their job duties. Specifically, outstanding job performance is to be documented. In addition, the formal evaluation process would enable a supervisor to assist an employee whose job performance was unsatisfactory.

14.1.1 Evaluations shall be the responsibility of the immediate supervisor. The supervisor may consult with others in preparing the evaluation report.

14.1.2 Probationary employees may receive evaluations on the following schedule:

3 month

6 month

A satisfactory evaluation during the probationary period does not indicate continued satisfactory completion of the probationary period.

14.1.3 Every bargaining unit employee shall have a minimum of one formal evaluation biannually (every 2 years) which should be completed on the formal evaluation form. (Appendix B) The formal evaluation process is to be completed prior to May 15. The formal evaluation process shall include a conference between the employee and the evaluator.

The supervisor may elect to write a conference summary for this individual. The conference summary will specifically note the employee's strengths in his/her job performance.

14.1.4 If an unsatisfactory or marginal evaluation is given, specific written directions for improvement will be given by the evaluator and a date to review progress may be set at the time of the evaluation.

- 14.1.5 Formal evaluation of employees will follow District established guidelines. It shall include a conference between the employee and the evaluator. The employee shall receive a dated copy of the evaluation report, signed by the evaluator. The employee shall sign the evaluation report to indicate it has been read. The signature does not mean concurrence with the evaluation. If the employee disagrees with the judgment of the evaluator, it should be indicated on the report or a separate statement may be provided by the employee within ten (10) working days and attached to the report. A copy of the evaluation report together with any attachments shall be made part of the employee's personnel file after ten (10) working days.
- 14.1.6 Only procedures, not the content of the evaluation, are subject to the Grievance Procedures of Article 5.
- 14.1.7 The District agrees to consult with CSEA regarding any revision of the Classified Evaluation Report forms.

ARTICLE 15

Professional Growth

15.1 Professional Growth

It is the intent of the District and CSEA to promote educational activities for bargaining unit members for the benefit of both the bargaining unit member and the District. Professional Growth results through experiences that provide increased knowledge, understanding and skills that benefit the District community.

Professional Growth may be achieved through participation in the following categories:

- College courses, Adult Education, and other related courses
- Workshops
- Conferences

15.2 Professional Growth Reimbursement

After three (3) years of service, bargaining unit members may receive a professional growth reimbursement up to \$400.00 per year for **pre-approved** classes and/or workshops taken that are directly applicable to enhancement of the current job assignment, or towards advancement within the District, as mutually agreed upon by the unit member and his/her supervisor. The Assistant Superintendent, Human Resources will make the final determination in the event that the bargaining unit member and the supervisor do not agree. The professional growth reimbursement

available per year is non-cumulative.

15.3 Approved Educational Experiences

15.3.1 Credit for approved educational experiences shall be equated on an individual basis as follows:

15.3.2 No one shall receive tuition refund credit for workshops, seminars, institutes or conferences if these are attended during an employee's scheduled work hours unless vacation time is used.

15.3.3 Tuition refund credit will not be allowed for attendance at any workshop, seminar, institute or class in which the District has paid the cost.

15.3.4 It is the responsibility of the employee to submit to Human Resources Department evidence of successful completion of course, or evidence of completion, or evidence of attendance if certification is unavailable.

15.4 Cross-Training and Inservice

15.4.1 New employees will be entitled to a minimum of five (5) full working days of training with the outgoing employee or another qualified person.

15.4.2 Employees will be entitled to a total of eight (8) noncumulative hours per school year of paid release time with supervisor's approval to pursue work-related interests within Union School District. The District will not provide substitutes for the eight (8) hours of paid release time. This is a non-grievable provision.

15.4.3 Up to five (5) inservice opportunities may be offered per school year. When possible, inservices should coincide with teacher inservice days.

15.4.4 CSEA shall submit any plan proposals for inservice training for either of or all three units, to the Assistant Superintendent, Human Resources on or before July 31st of each year. Said plan proposal shall be for the following school year.

ARTICLE 16

Layoff/Reduction in Hours/Re-employment

16.1 Layoff

16.1.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Any reduction in the number of positions due to Board action shall be conducted in accordance with the California Education Code.

16.1.2 The District shall provide written notice to CSEA of its intention to lay off employees for lack of work or lack of funds. Concurrently with written notification to CSEA, the District shall send written e to each affected employee no later than sixty (60) calendar days prior to the effective date of the layoff.

16.1.3 Within 10 workdays of notification, the District and CSEA will jointly meet with affected employees.

16.1.3.1 In the event that the parties are unable to schedule a date within ten (10) workdays of notification, the parties will mutually agree to schedule an alternative date.

16.1.4 When Unit Members have been notified of an impending layoff, the District shall inform the unit member of their rights to job retention by order of seniority. Unit members shall be laid off by order of their seniority in their classification plus higher classifications. The District and CSEA shall negotiate the effects of each layoff. For the purposes of this Section, the least senior position is the vacant position within a classification. It shall be the parties' intent to fill vacancies first when possible. Unit members laid off under this Section shall have at least 39 months of return rights to their former position. Unit members who take a voluntary demotion in lieu of layoff shall have 63 months of return rights to their former position.

16.1.5 An employee laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months in the class from which they were laid off, and in the class(es) equal to or lower than the classes from which they are laid off where the employee previously held permanent status; persons on a reemployment list shall be reemployed in preference to new applicants. For purposes of this Article, new applicants are defined to be applicants who are not employed by the District or are not on a District reemployment list at the time of their application.

16.2 Reduction in Hours/Voluntary Demotions

16.2.1 The District and CSEA shall negotiate the decision to reduce hours and the effects of such reduction. For the purposes of this section the least senior position is the vacant position within classification. It shall be the Parties' intent to fill vacancies first when possible. Unit members may be voluntarily transferred due to a reduction in hours of their position. When Unit Members have been notified of an impending reduction in hours, the District shall inform the unit member of their rights to job retention by order of seniority in their classification plus higher classifications. Unit members who take a voluntary reduction in hours or a voluntary demotion in lieu of a reduction in hours under this Section, shall have 63 months of return to their former hours.

16.2.2 Unit members who take a voluntary reduction in hours or a voluntary demotion in lieu of a reduction in hours under this Section, shall be granted the same rights as employees laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months (for a total of up to 63 months); provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

16.3 Specially Funded Programs

When, as a result of the expiration of a specifically funded program, classified positions must be eliminated at the end of any school year and classified employees will be subject to the layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 16th, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30th, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

16.4 Equal Seniority

If two (2) or more unit members are subject to layoff and have equal seniority within the applicable classification or classifications, the determination as to who shall be laid off will be made on the basis of the actual hire date in the classification and if that is equal, the determination shall be made by lot.

16.5 Re-Employment

16.5.1 Reemployment With Respect To Vacancies In The Class Held At The Time Of Layoff And/Or Classes In Which The Employee Previously Worked For The District

An employee who is laid off and is subsequently eligible for reemployment shall be notified by telephone and in writing by the District of an opening in the same class held at the time of layoff or other classes in which the employee has

worked for the District. Such written notice shall be provided by personally delivering the notice or mailing it to the last address given to the District by the employee. Employees shall be responsible for providing the District with their current address.

An employee shall notify the District of his/her intent to accept or refuse employment within five (5) calendar days following notice of the offer of reemployment. Failure to notify the District in writing within the time limit shall be considered a refusal by that employee to accept the vacant position and the District will initiate the posting procedures and proceed with filling the position.

If the employee accepts reemployment, the employee must, unless otherwise agreed to in writing by the District, be available to return to work within ten (10) working days following the employee's notification of the acceptance of the vacant position.

16.6 Reemployment With Respect To Vacancies In Classes In Which The Employee Has Not Previously Worked For The District

16.6.1 Reemployment With Respect To Vacancies In The Bargaining Unit In Which The Employee Has Not Previously Worked For The District

An employee who is laid off, may subsequently apply for a vacant position in the bargaining unit, non-promotional in nature,—in which he/she has not previously worked for the District during his/her 39-month or 63-month reemployment period. If the employee on the 39-month or 63-month reemployment list applies for and is qualified for such position, he/she shall be reemployed in preference to new applicants.

For purposes of this subsection only, qualified shall be defined as meeting the minimum qualifications of the job description.

16.6.2 Reemployment With Respect To Vacancies Outside Of The Bargaining Unit In Which The Employee Has Not Previously Worked For The District

An employee who is laid off, may subsequently apply for a vacant position outside of the bargaining unit, in which he/she has not previously worked for the District during his/her 39-month or 63-month reemployment period. If the employee on the 39-month or 63-month reemployment list applies for and is qualified for such a position and there are also new applicants for the vacant position, the District shall utilize its normal hiring and decision making process in determining whom to select for the position. If all other things are equal between an employee on the 39-month or 63-month reemployment list and a new applicant, the employee on the reemployment list shall be offered the position.

16.6.3 Multiple Employees On Reemployment List Applying For Positions They Have

Not Previously Worked In For the District

If more than one employee on the 39-month or 63-month reemployment lists applies and is qualified for a vacant position that they have not previously worked in for the District, then the District will consider them for the position prior to any new applicants. In such a situation, the District shall utilize its normal hiring and decision making process in determining whom to select for the position. If all other things are equal between the employees on the 39-month or 63-month reemployment list, the employee with greater seniority in the District shall be offered the position.

16.7 Impact of Travel Time on Reemployment

16.7.1 Beginning the 2017-18 school year, any employee with travel time as part of one or more assignment(s), will retain such travel time for the purposes of seniority in that class. However, the incumbent's travel time will not count towards the incumbent's reemployment right to be made whole if the incumbent's position is eliminated or reduced, and the incumbent is laid off.

Example: An employee who has a three (3) hours Instructional Assistant M/M assignment is offered an Instructional Assistant ABA for two (2) hours. Because the ABA is at a home, 15 minutes travel time will be added. The employee serves for five hours and fifteen minutes [.6562 FTE]. The employee performs Instructional Assistant work for five hours [.625]. For the purpose of seniority, all time will be included [.6562 FTE]. For the purposes of being made whole after a lay-off, only the time worked as an instructional assistant [.625] will be counted.

ARTICLE 17

Savings Provision

If any provisions of this Agreement are held to be contrary to law by a Court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 18

Support of Agreement

The Association and the District agree to support this Agreement for its term and the Association further agrees that it will not appear before the public school employer in order to

seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and the Association.

ARTICLE 19

Effect of Agreement

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

ARTICLE 20

Completion of Meet and Negotiation

Effective July 1, 2016, the parties agree to the following:

This agreement shall be effective from July 1, 2016 through and including June 30, 2019. The 2016-2017 Tentative Agreement fully resolves negotiations with no reopeners for the 2016-2017 school year. For the 2017-2018 and 2018-2019 school years, the District and CSEA may each reopen Article 8: Compensation and two (2) additional articles in the parties' collective bargaining agreement for negotiations. The parties may mutually agree to re-open additional articles.

This Agreement shall remain in full force and effect up to and including June 30, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 13th day of November, 2017.

CSEA Chapter 704

Union School District

For CSEA:

Darby Young
Paul Peterson
[Signature]
Sam Jones
[Signature], LRR

For USD:

[Signature]
[Signature]
[Signature]

Dated: 11/1/17

Dated: 11/1/17

Appendix-A

UNION SCHOOL DISTRICT

2017-18 Proposed Classified Salary Schedule--Hourly Rate (3.5% Increase)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6-8	Step 9-11	Step 12-14	Step 15-17	Step 18-20	Step 21-23	Step 24-26	Step 27	Sub/ Extra
701	14.91	15.44	15.98	16.55	17.11	17.71	18.34	18.98	19.63	20.32	21.03	21.79	22.55	13.42
702	15.44	15.98	16.55	17.11	17.71	18.34	18.98	19.63	20.32	21.03	21.79	22.54	23.33	13.90
703	15.98	16.55	17.11	17.71	18.34	18.98	19.63	20.32	21.03	21.79	22.54	23.31	24.12	14.38
704	16.55	17.11	17.71	18.34	18.98	19.63	20.32	21.03	21.79	22.54	23.31	24.14	24.98	14.89
	Food Service Assistant;													
705	17.11	17.71	18.34	18.98	19.63	20.32	21.03	21.79	22.54	23.31	24.14	24.97	25.85	15.40
	Instructional Assistant I; Instructional Assistant-ELL; Library Media Assistant I;													
706	17.71	18.34	18.98	19.63	20.32	21.03	21.79	22.54	23.31	24.14	24.97	25.88	26.78	15.94
	Instructional Assistant-Special Education-Mild/Moderate; School Office Assistant													
707	18.34	18.98	19.63	20.32	21.03	21.79	22.54	23.31	24.14	24.97	25.88	26.75	27.69	16.51
	Library Media Assistant II													
708	18.98	19.63	20.32	21.03	21.79	22.54	23.31	24.14	24.97	25.88	26.75	27.70	28.67	17.08
	Library & Technology Support Specialist													
709	19.63	20.32	21.03	21.79	22.54	23.31	24.14	24.97	25.88	26.75	27.70	28.66	29.66	17.67
	Health Clerk; Lead Food Service Assistant; Delivery Driver													
710	20.32	21.03	21.79	22.54	23.31	24.14	24.97	25.88	26.75	27.70	28.66	29.68	30.72	18.29
	Instructional Assistant-Special Education-Moderate/Severe; Storekeeper; Receptionist													
711	21.03	21.79	22.54	23.31	24.14	24.97	25.88	26.75	27.70	28.66	29.68	30.73	31.80	18.93
	Custodian; Site Technology Support Specialist													
712	21.79	22.54	23.31	24.14	24.97	25.88	26.75	27.70	28.66	29.68	30.73	31.78	32.90	19.61
	Instructional Assistant-Special Education-ABA													
713	22.54	23.31	24.14	24.97	25.88	26.75	27.70	28.66	29.68	30.73	31.78	32.90	34.05	20.29
	Grounds Maintenance; Special Education Technician													
714	23.31	24.14	24.97	25.88	26.75	27.70	28.66	29.68	30.73	31.78	32.90	34.05	35.24	20.98
	Administrative Assistant I; Lead Custodian; School Administrative Assistant;													
715	24.14	24.97	25.88	26.75	27.70	28.66	29.68	30.73	31.78	32.90	34.05	35.24	36.48	21.72
	Accounting Technician -Food Services/Business; Accounting Technician-Payable/Receivable; Information Systems Support Specialist I													
716	24.97	25.88	26.75	27.70	28.66	29.68	30.73	31.78	32.90	34.05	35.24	36.48	37.76	22.48
717	25.88	26.75	27.70	28.66	29.68	30.73	31.78	32.90	34.05	35.24	36.48	37.77	39.09	23.29
	Maintenance Specialist													
718	26.75	27.70	28.66	29.68	30.73	31.78	32.90	34.05	35.24	36.48	37.77	39.08	40.45	24.08
	Curriculum Assessment and Media Specialist													
719	27.70	28.66	29.68	30.73	31.78	32.90	34.05	35.24	36.48	37.77	39.08	40.44	41.85	24.93
	Accounting Technician -Payroll/Benefits; Administrative Assistant II; Human Resources Technician; Information Systems Support Specialist II;													
720	28.66	29.68	30.73	31.78	32.90	34.05	35.24	36.48	37.77	39.08	40.44	41.86	43.32	25.79
	System Administrator													
721	29.68	30.73	31.78	32.90	34.05	35.24	36.48	37.77	39.08	40.44	41.86	43.33	44.84	26.72
722	30.73	31.78	32.90	34.05	35.25	36.48	37.77	39.08	40.44	41.86	43.33	44.85	46.42	27.66
723	31.78	32.90	34.05	35.24	36.48	37.77	39.08	40.44	41.86	43.33	44.85	46.41	48.03	28.61
	Accountant; Behavior Specialist													
724	32.90	34.05	35.24	36.48	37.76	39.08	40.44	41.86	43.33	44.85	46.41	48.03	49.72	29.61
725	34.05	35.24	36.48	37.77	39.08	40.44	41.86	43.33	44.85	46.41	48.03	49.72	51.46	30.65
	Project Coordinator; Registered Health Technician I													
726	35.24	36.48	37.77	39.08	40.44	41.86	43.33	44.85	46.41	48.03	49.72	51.45	53.25	31.72
727	36.48	37.77	39.08	40.44	41.85	43.33	44.85	46.41	48.03	49.72	51.45	53.25	55.11	32.84
728	37.77	39.08	40.44	41.86	43.33	44.85	46.41	48.03	49.72	51.45	53.25	55.12	57.05	33.99
729	39.08	40.44	41.86	43.33	44.85	46.41	48.03	49.72	51.45	53.25	55.12	57.05	59.05	35.17
730	40.44	41.86	43.33	44.85	46.41	48.03	49.72	51.45	53.25	55.12	57.05	59.05	61.11	36.39
	Network Engineer; Registered Health Technicia II													

Range	CSEA CHAPTER 704 Effective 2012-13 Alphabetical listing of Classifications	Range	SALARY SCHEDULE Numerical Listing of Classifications
723	Accountant	704	Food Service Assistant
713	Accounting Technician- Payable/Receivable	705	Instructional Assistant I
715	Accounting Technician- Food Services/Business	705	Instructional Assistant – English Language Learners (ELL)
719	Accounting Technician- Payroll/Benefits	705	Library/Media Assistant I
714	Administrative Assistant I	706	Instructional Assistant –Special Education –Mild/Moderate
719	Administrative Assistant II	706	School Office Assistant
723	Behavioral Specialist	707	Library/Media Assistant II
711	Custodian	708	Library & Technology Support Specialist
709	Delivery Driver	709	Delivery Driver
704	Food Service Assistant	709	Health Clerk
713	Grounds Maintenance Worker	709	Lead Food Service Assistant
709	Health Clerk	710	Instructional Assistant– Special Education –Moderate/Severe
719	Human Resources Technician	710	Receptionist
705	Instructional Assistant I	710	Storekeeper
705	Instructional Assistant – English Language Learners (ELL)	711	Custodian
706	Instructional Assistant –Special Education– Mild/Moderate	711	Site Technology Support Specialist
710	Instructional Assistant –Special Education –Moderate/Severe	712	Instructional Assistant– Sp. Ed. – Adaptive Behavior Assistant (ABA)
712	Instructional Assistant –Special Education – Adaptive Behavior Assistant (ABA)	713	Accounting Technician- Payable/Receivable
719	Information Support Specialist	713	Grounds Maintenance Worker
714	Lead Custodian	713	Special Education Technician
709	Lead Food Service Assistant	714	Administrative Assistant I
705	Library/Media Assistant I	714	Lead Custodian
707	Library/Media Assistant II	714	School Administrative Assistant
708	Library & Technology Support Specialist	715	Accounting Technician- Food Services/Business
717	Maintenance Specialist	717	Maintenance Specialist
730	Network Engineer	719	Accounting Technician - Payroll/Benefits
725	Project Coordinator	719	Administrative Assistant II
710	Receptionist	719	Human Resources Technician
725	Registered Health Technician I	719	Information Support Specialist
730	Registered Health Technician II	720	System Administrator
714	School Administrative Assistant	723	Accountant
706	School Office Assistant	723	Behavioral Specialist
711	Site Technology Support Specialist	725	Project Coordinator
713	Special Education Technician	725	Registered Health Technician I
710	Storekeeper	730	Network Engineer
720	System Administrator	730	Registered Health Technician II

APPENDIX B

Classified Employee Evaluation Form

Union School District

Employee Name	Classification	Work Location	Evaluation Period From: _____ To: _____
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Type of Evaluation: _____ 3 month probation _____ 6 month probation _____ 2 year review

Instructions: Using the examples of rating criteria as guidelines, conference with the employee regarding his/her job performance.

Employee's primary job responsibilities as they relate to this position:

<p><i>This box will contain general job descriptions agreed upon for each classification by the district and the union</i></p>

<p>1. JOB PERFORMANCE</p> <p>Examples of rating criteria: in each category.</p> <p>Makes sound decisions Uses high level of skill Is accurate and thorough Is effective under pressure Requires minimal supervision Uses sound judgment</p> <p>RATING: Choose the rating which best describes the employee's performance.</p> <p>_____ Meets and/or Exceeds Standards</p> <p>_____ Needs Improvement (Narrative required)</p> <p>_____ Unsatisfactory (Narrative required)</p>	<p>NARRATIVE: Add narrative as needed to clarify the rating</p>
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<p>2. WORK RESPONSIBILITIES</p> <p>Examples of rating criteria in each category. Uses time effectively Meets deadlines Works well without close supervision Follows directions/rules Takes care of equipment Maintains work area RATING: Choose the rating which best describes the employee's performance.</p> <p><input type="checkbox"/> Meets and/or Exceeds Standards</p> <p><input type="checkbox"/> Needs Improvement (Narrative required)</p> <p><input type="checkbox"/> Unsatisfactory (Narrative required)</p>	<p>NARRATIVE: Add narrative as needed to clarify the rating</p>
<p>3. INTERPERSONAL SKILLS</p> <p>Examples of rating criteria in each category. Works cooperatively and effectively with students, staff and/or public Works cooperatively with co-workers Promotes good relations in difficult situations</p> <p>RATING: Choose the rating which best describes the employee's performance.</p> <p><input type="checkbox"/> Meets and/or Exceeds Standards</p> <p><input type="checkbox"/> Needs Improvement (Narrative required)</p> <p><input type="checkbox"/> Unsatisfactory (Narrative required)</p>	<p>NARRATIVE: Add narrative as needed to clarify the rating</p>
<p>4. ATTENDANCE AND PUNCTUALITY</p> <p>Examples of rating criteria: in each category. Arrives and departs at assigned time Is only routinely absent from work Follows proper procedures to report absences</p>	<p>NARRATIVE: Add narrative as needed to clarify the rating</p>
<p>RATING: Choose the rating which best describe the employee's performance.</p> <p><input type="checkbox"/> Meets and/or Exceeds Standards</p>	

<input type="checkbox"/> Needs Improvement (Narrative required) <input type="checkbox"/> Unsatisfactory (Narrative required)	
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SECTION A: IDENTIFY AND LIST THE EMPLOYEE'S STRENGTHS

OVERALL EVALUATION PERFORMANCE

Meets and/or exceeds standards Needs Improvement Unsatisfactory

FOR PROBATIONARY EMPLOYEES ONLY: I recommend this employee for continuing employment.

YES NO

(If not recommending the employee for continuing Employment, contact the Director of Human Resources Immediately)

<p>EVALUATOR:</p> <p>This report is based on my observation and/or knowledge. It represents my best judgment of this employee's performance.</p> <hr/> <p>Evaluator's Signature</p> <hr/> <p>Date</p>	<p>EMPLOYEE:</p> <p>I acknowledge having seen and discussed this report with my evaluator. My signature does not necessarily indicate agreement.*</p> <hr/> <p>Employee's Signature</p> <hr/> <p>Date</p>
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***If you do not agree with this evaluation, a written response must be submitted to the supervisor within ten (10) working days. The original copy will be attached to the Performance Evaluation Report and forwarded to the Human Resources Office.**

APPENDIX C

UNION SCHOOL DISTRICT

Grievance Report Form

Name of Aggrieved	School/Dept.	Assignment	Date File
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Grievance Statement:

What contract provision do you believe has been violated, misapplied, or misinterpreted?

Date and results of informal conference

Remedy sought:

Name of Conferee, if any:

Signature of Aggrieved:

Immediate Supervisor Response:

Date Received:

Response:

San_Jose:5194092.2 004395.1101

APPENDIX D

Chart below applies to employees hired prior to July 1, 2010.

Title Prior to Reclassification	Title In 2010-2013 Contract	Title Holds Seniority in the Following Classifications based on Previous Family Relationships*
SIP Instructional Assistant A	Instructional Assistant I	Instructional Assistant I; Library/Media Assistant I
Title I Instructional Assistant A	Instructional Assistant I	Instructional Assistant I; Library/Media Assistant I
SIP Instructional Assistant A	Library/Media Assistant I	Instructional Assistant I; Library/Media Assistant I
RSP Instructional Assistant B	Instructional Assistant- Special Education Mild/Moderate	Instructional Assistant- Special Education Mild/Moderate; Instructional Assistant – English Language Learners; Library/Media II
Mild Moderate Instructional Assistant B	Instructional Assistant- Special Education Mild/Moderate	Instructional Assistant- Special Education Mild/Moderate; Instructional Assistant – English Language Learners; Library/Media II
ELD Instructional Assistant B	Instructional Assistant – English Language Learners	Instructional Assistant- Special Education Mild/Moderate; Instructional Assistant – English Language Learners; Library/Media II
Library/ Media 6-8 Instructional Assistant B	Library/Media II	Instructional Assistant- Special Education Mild/Moderate; Instructional Assistant – English Language Learners; Library/Media II
Moderate Severe Instructional Assistant C	Instructional Assistant-Special Education Moderate/Severe	Instructional Assistant-Special Education Moderate/Severe; Instructional Assistant-Special Education Moderate/Severe 1:1
One on One Instructional Assistant C	Instructional Assistant-Special Education Moderate/Severe 1:1	Instructional Assistant-Special Education Moderate/Severe; Instructional Assistant-Special Education Moderate/Severe 1:1

*For purposes of this appendix, “family relationships” are defined in Column I above as Family A (Instructional Assistant A), Family B (Instructional Assistant B) and Family C (Instructional Assistant C).

APPENDIX E

<u>PRIOR TO 2010 CLASS TITLE</u>	<u>CLASS TITLE AFTER 2010</u>
Account Clerk I	Accounting Technician – Payable/Receivable
Account Clerk II	Accounting Technician – Food Services/Business
Account Clerk II	Accounting Technician – Payroll/Benefits
Administrative Secretary	Administrative Assistant I
Administrative Assistant Non-Confidential	Administrative Assistant II
Behavioral Specialist	Behavioral Specialist
Community Liaison/Health Clerk	Health Clerk
Custodian	Custodian
Delivery Driver	Delivery Driver
District PBX/Receptionist Clerk	District Receptionist
Food Service Assistant	Food Service Assistant
Food Service Central Kitchen Manager	Lead Food Service Assistant
General Office Clerk	School Office Assistant
Grounds Maintenance Mechanic	Grounds Maintenance Worker
Head Custodian	Lead Custodian
Information Systems Technician	Information Systems Support Specialist
Information Systems Technician	Systems Administrator
Instructional Assistant A (SIP, Title I)	Instructional Assistant I
Instructional Assistant B	Instructional Assistant – English Language Learner
Instructional Assistant B	Instructional Assistant – Special Education – Mild/Moderate
Instructional Assistant B	Library/Media Assistant I
Instructional Assistant B	Library/Media Assistant II
Instructional Assistant C	Instructional Assistant – Special Education – Moderate/Severe
Instructional Assistant D	Instructional Assistant – Special Education – Adaptive Behavior Assistant (ABA)
Network Technician	Network Engineer
Personnel Clerk	Human Resources Technician
School Secretary 10 mos. /12 mos.	School Administrative Assistant
Skilled Maintenance Mechanic	Maintenance Specialist
Special Services Clerk	Special Education Technician
Storekeeper	Storekeeper

APPENDIX F

RECLASSIFICATION REQUEST FORM Union School District Human Resources Department

When to use this form: Over the course of time, some job responsibilities may change so that they are no longer consistent with the original job description. When the job's responsibilities are significant enough to warrant a consideration of a change in class, the following procedure shall be followed and the following form filled out:

Name: _____	Position Title _____
Site: _____	Supervisor: _____

Assigned Daily Hours: _____ Number of Months per year _____

Years in Union School District _____ Years in Present Position _____

Contact information:

Phone: _____	Email: _____
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List out-of-class duties

	% of time	_____
	% of time	_____
	% of time	_____
	% of time	_____
	% of time	_____
	% of time	_____

Date(s) of Conference with supervisor _____

Employee Signature: _____	Date: _____
Supervisor Signature: _____	Date: _____

- Supervisor agrees with information submitted on this form.
- Supervisor disagrees with information submitted on this form. Comments: _____

Employee must send signed form to Human Resources no later than December 15th.

If the position is not reclassified at the Human Resources level, the employee may submit with additional information during the next reclassification cycle. If the position is not reclassified this form cannot be resubmitted for 2 years from date of submission. If the position is reclassified, this form cannot be submitted for 2 years from the original date of submission.