

AGREEMENT

Between

CASCADE UNION ELEMENTARY  
SCHOOL DISTRICT

and

GENERAL TEAMSTERS, PROFESSIONAL, HEALTH CARE  
AND PUBLIC EMPLOYEES LOCAL #137

Effective: July 1, 2015, through June 30, 2018  
Ratified February 18, 2016

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NOTE: Amendments to this Agreement are shown by **bold** type.

## AGREEMENT

This is an Agreement made and entered into the 1<sup>st</sup> day of July, 2015, by and between Cascade Union Elementary School District (hereinafter referred to as “District”) and the General Teamsters, Professional, Health Care and Public Employees Local #137 (hereinafter referred to as “Union”).

### ARTICLE I: RECOGNITION

#### A. Acknowledgement

The District hereby confirms its recognition of Union as the exclusive bargaining representative for all classified employees holding those positions herein described as certified by the Public Employment Relations Board on October 13, 1989.

##### 1. Clerical

- a. Health Attendance Services Clerk
- b. School Office Clerk
- c. Gear Up Clerk
- d. Educational Secretary
- e. Library/Media Specialist
- f. Library/Media Clerk
- g. Family Health Services Assistant

##### 2. Coordinators

- a. Attendance Program Coordinator
- b. Gear Up Coordinator

##### 3. Food Services

- a. Cafeteria Worker
- b. Breakfast Combo Cook
- c. Assistant Cook
- d. Lead Cook

##### 4. Maintenance & Operations

- a. Custodian
- b. Custodian-Leadman
- c. Groundskeeper
- d. Maintenance Man
- e. Maintenance Man/Skilled Maintenance

##### 5. Transportation

- a. Mechanic/Bus Driver
- b. Bus Driver
- c. Dispatcher/Scheduler

##### 6. Technology

- a. Technology Assistant

B. Exclusions

Excluded from the representational unit are: All other employees, including noon duty supervisors, full-time students working part-time, part-time students on work study programs, substitute employees, short term employees, part-time playground or recreational employees, professional experts employed on a temporary basis and certificated management, confidential and supervisory employees.

C. Newly Created Positions

Any newly created classified position except management, confidential, or supervisory positions may be added to the representational unit by mutual agreement subject to the rules of the Public Employees Relations Board and any disputes shall be submitted to PERB for resolution. Such disputes shall not be processed through the grievance procedures of this Agreement (Article XV). The District or Union may request consultation. The bargaining unit may be expanded to other classes by mutual agreement of the District and Union subject to the rules of PERB.

ARTICLE II: EQUAL OPPORTUNITY

The District and Union recognize that they are required by law not to illegally discriminate against any person with regard to employment or Union affiliation because of race, religion, sex, national origin, marital status, political opinion or affiliation, physical handicap or age and hereby declare their acceptance and support of such laws.

ARTICLE III: UNION RIGHTS

- A. Union and its members shall have the right through regular sign-up procedures to make use of school facilities.
1. Any use of equipment will be approved by the building principal.
  2. Scheduling buildings for Union purposes will be arranged through regular sign-up procedures at the District Office.
  3. Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards as provided and may use District services and mail boxes for communication to member.
  4. District business will take priority over Union business.
- B. Union shall have the following rights in addition to rights contained in any other portion of this Agreement.
1. The right to review employee personnel files and other records dealing with the employee when accompanied by the employee or upon presentation of a written authorization signed by the employee.
  2. Upon request, Union shall be furnished with a seniority list when needed to represent the rights of the employees.
  3. The right to review and receive one (1) copy, upon request, of any other material in the possession of or reproduced by the District necessary for Union to fulfill its role of exclusive bargaining representative. Cost of reproduction of materials as determined by the District business officer will be paid by Union.

- C. The right of ten (10) days of non-paid release time per year for delegates to attend the Union annual conferences.
- D. Employees who work between 7 p.m. and 10 p.m. with the employee's supervisor's approval will be allowed to change the employee's regularly scheduled work assignment so as to attend one (1) monthly Union meeting. The time away from work will be substituted for an equal amount of time during the same day. The supervisor will be given twenty-four (24) hours notice by the employee and he has the authority of scheduling and approval of the work assignment substitution. The lunch period shall not be included as substitute time for the purpose of this Article and may be used as time in attendance at the Union meeting.

#### ARTICLE IV: DISTRICT RIGHTS

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. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an act of God, natural disaster or any condition beyond the control of the District and any disputes arising under this Article are excluded from the provisions of Article XV.

#### ARTICLE V: ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS

- A. Union shall have the sole and exclusive right to have membership dues, initiation and service fees deducted for employees in the bargaining unit by the District.
- B. Membership Dues Deduction
  - 1. The District shall deduct in accordance with Union dues and service fee schedule, a submitted to the District business office each year, dues from the wages of all employees who are members of Union and submit to the District a dues authorization form.
  - 2. The District shall immediately notify the Union Secretary-Treasurer of any member who revokes a dues authorization.
  - 3. Employees in the bargaining unit who are not member of Union on effective date of this Agreement and employees who hereafter come into the bargaining unit shall within thirty (30) days of this Agreement or their employment apply for membership and execute an authorization for dues deduction on a form from Union.
- C. Service Fee
  - 1. The District shall deduct from the salaries of employees not applying for membership, service fees as set forth in the Union dues and service fee schedule as submitted to the District business officer.
  - 2. In the event that any Union member revokes a dues authorization, the District shall deduct from the salaries of such employees the service fee set forth in the Union dues and service fee schedule as submitted to the District business officer.

D. Conscientious Objection

1. If an employee in the bargaining unit presents a signed statement to the District conscientiously objecting to payment of a representational fee which would have been paid, it will be deducted monthly from that employee's paycheck and deposited in the Anderson Union High School scholarship fund.

E. Union shall indemnify and hold the District, the Board of Trustees, individual Board members and individual administrators harmless and defend any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.

F. The District agrees to deduct from the paycheck of all employees covered by this voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction was made, the employee's Social Security Number and the amount deducted from the employee's paycheck. (For example, if an employee designates \$1.00 weekly and it is a 4 week month, then the District shall deduct \$4.00 monthly).

ARTICLE VI: EVALUATION

Each employee shall be evaluated in writing by the employee's supervisor no later than May 1, of every other year unless notified by supervisor. The annual evaluation of actively employed permanent status employees shall be completed within a reasonable time after the anniversary date of the employee achieving permanent status. The supervisor shall discuss the evaluation with the employee and shall provide the employee with a signed copy of the written evaluation. The employee will sign and date the evaluation at the conclusion of the evaluation discussion indicating he has received a copy. Any negative evaluation shall include specific recommendations for improvement. The employee shall have the right to respond to any derogatory evaluation in writing.

ARTICLE VII: PAY AND ALLOWANCES

A. Employees covered by this Agreement shall be paid wages as provided by the salary schedule in the attached Appendix "A".

B. All employees in the representation unit shall be paid on the last working day of the calendar month for that calendar month.

C. Overtime for the thirty (30) day period from the prior month's sixteenth day through the fifteenth day of a present month will be paid on the last working day of that present month. Overtime will be included with the regular warrant.

- D. Claims submitted by the tenth of each month for travel or other reimbursed expenses will be considered at the next regular Board meeting for approval. If approved, claim will be paid within ten (10) days of the Board meeting.
- E. All regular warrants of the employees in the bargaining unit will be itemized to include current computer capability.
- F. Any payroll error will be corrected as soon as possible. If a supplemental check is needed to cover insufficient payment, it will be issued not later than five (5) working days after the employee provides notice to the payroll department.
- G. Any employee in the bargaining unit who is assigned to a position of higher range shall be moved to the appropriate range and be placed one (1) step higher than the salary he/she was receiving in the employee's former regular position.
  - 1. If the effective date of the range change is within thirty (30) days or less of the anniversary date for step increase he/she will also receive the step promotion.

All employee's hired after July 1, 1993, will receive a step advancement on the salary schedule as of July 1, annually. New employees hired before February 1, of a school year will receive a step advancement the following July 1, and thereafter, annually. New employees hired after February 1, of a school year will not receive a step advancement on the following July. These employees will receive their increase in the next year on July 1, and annually thereafter.

H. Insurance Coverage

Eligible employees regularly scheduled to work in excess of four (4) hours or more per day and their eligible dependents may participate in the District's benefit programs as set forth below with District contributions toward the cost of medical, dental, vision, orthodontia and life insurance up to the tiered cap elections. The District will provide full payment for the income protection plan.

Less than full-time employees are entitled to a pro-rated share of the District paid insurance benefits. The pro-ration will be based on the total number of hours the employee is paid per day in comparison to an eight (8) hour day.

<b>Employee Plan</b>	<b>Tiered Cap - Employer Contribution</b>
Single	\$700 / per month
Employee + Child	\$900 / per month
Employee + Spouse	\$950 / per month
Employee + Family	\$1,250 / per month
Opt-Out of Health: Dental & Vision	\$170 / per month

- 1. The District's medical, dental, vision, orthodontia and life insurance benefit programs through the Northern California General Teamsters Security Fund Plan E H/S/A with enhanced dental.
- 2. The District's income protection plan is for employees only or its equivalent.

3. Effective January 1, 2013 (for all employees eligible for benefits on January 1, 2013), the District agrees to “frontload” the deductible/HSA contribution into the individuals HSA account. All employees participating in the health insurance coverage must sign a form authorizing the District to deduct any applicable frontloaded monies from their final paycheck.
4. This agreement may be modified at any time by mutual agreement between the Union and the District and will be evaluated in December of each year.
5. Employees who are hired after January 1, 2013 shall not have their deductible frontloaded. Once eligible for benefits, the District shall deposit one-twelfth of their entire deductible on a monthly basis.

Premiums shall be paid during the summer months for school year employees on the same basis as they are paid during the school year as established herein.

An employee on an approved unpaid leave of absence may participate in insurance coverage at the member’s request and expense; however, this coverage is subject to the approval of the insurance carrier. Semi-annual prepayment to the District will be required in advance.

I. Retiree Medical Insurance Coverage

Employees who retire directly from active District employment on or after July 1, 1985, under the Public Employee’s Retirement System, and are between the ages of 55 and 64 upon retirement, and after completing a minimum of fifteen (15) consecutive years of District service shall be eligible to receive a District contribution of \$200.00 per month toward payment of the medical benefit plan. Such contribution shall be made for each eligible employee who elects to participate in the above plan. Employees who elect to avail themselves of the medical insurance coverage shall receive the benefit from age 55 through 64, if retired under the Public Employee’s Retirement System. As of July 1, 1993, the contribution for employees retiring at the end of the 1992-93 school year will be \$250.00 per month. Employees hired after December 31, 2013 will not be eligible for this benefit.

J. Longevity

Employees who have completed a minimum of fifteen (15) consecutive years of paid District service shall be paid an additional stipend of four percent (4%) of the regular salary. An additional four percent (4%) of the regular salary shall be paid employees who have completed a minimum of eighteen (18) consecutive years of paid District service. An additional four percent (4%) of the regular salary shall be paid employees who have completed a minimum of twenty-one (21) consecutive years of paid District service.

Effective July 1, 2003, with the 2003/2004 fiscal school year, longevity pay is to be implemented as of July 1 after the year the employee will be completing the required number of years (15, 18 or 21 as stated on their respective salary schedule) providing that the employee was hired prior to February 1. In the event an employee was hired on February 1 or after, longevity for that employee would become effective on the first day of the following fiscal year, July 1.



- K. An employee shall move one step on the salary schedule if the employee works at least 75% of the pupil attendance year, i.e. 75% of 180 days. Thus, an employee shall move on the salary schedule if the employee works 136 days or more in a school year. Time off work on paid leave shall be considered as time worked. Salaried schedule movement occurs on July 1 of each year, and at no other time.

Leave under Article XI, Leaves, Section 7, sub differential leave, will be considered as paid leave or paid status. Therefore, time spent on the five (5) month sub differential leave won't be a disqualifier. (A "Request for Leave" form must be completed for the sub differential leave. The form will be modified to state "employees not working at least 136 days (75% of the pupil attendance year) during the pupil attendance year will not qualify for their next step increase until they re-qualify).

An employee's time while not on "paid leave status" will be considered as disqualified time. Also, time spent beyond the five (5) month sub differential leave period will not be counted (disqualified) toward the 136 days in the pupil attendance year for the next step increase.

L. Probationary Period

The probationary period of a new employee will be served within a six (6) month consecutive period. With mutual agreement between the District and the Union, the probationary period may be extended for a mutually agreed upon period of time.

M. Professional Growth

Professional Growth can be earned after two (2) years of service in the District. An increment is received upon successful completion of fifteen (15) approved units and/or ninety (90) approved hours of clock time in seminars that are job related or a combination thereof. (Units earned during the first two (2) years of service may apply toward professional growth and must be on employee's own time.)

The increment shall be \$100.00 per fiscal year for full time employees and \$50.00 for part time employees. This increment shall become a permanent addition to the employee's annual salary pending the result of the one (1) year trial period.

Any unit member who has been qualified to receive increments shall continue to receive them if hours are involuntarily reduced.

Course to be taken for professional growth must be pre-approved by the principal and the superintendent, and must be turned in prior to September 15<sup>th</sup> of the current year.

Employees who, upon implementation of this Article, had previously accrued units will review the criteria of those units with the superintendent. Should it be agreed that those units correspond with their current position, those units shall count as qualifying units.

## ARTICLE VIII: EMPLOYEE EXPENSES

### A. Tools and Equipment

1. The District shall provide all tools, equipment and supplies required by the District and specifically assigned by the supervisors. The exception to this is that garage mechanics and maintenance man/skilled who normally provide their own hand tools may be required to do so.
2. Whenever any employee with prior District approval provides and uses the employee's own personal tools or equipment during the course of employment with the District, the District will provide a safe place to store the tools and equipment and will pay for any lost or damaged tools or equipment providing such loss or damage is not the result of employee negligence or carelessness.

### B. Physical Examinations

1. Required physical exams will be paid by the District to a doctor of the District's choice. These exams shall be pre-arranged through the business office.

Provisions of this paragraph do not apply to sick leave verification as required under other district policy. If the employee elects to go to another physician, the District agrees to pay an amount equal to that amount paid to the District's physician toward the cost of the required physical exam.

### C. Required Training

1. When a training course is required and specifically assigned by the District supervisor, employees will be reimbursed for actual registration fees and required materials. Receipts will be required prior to reimbursement.

### D. Travel Expense

1. Private use of automobile by employee will be reimbursed at the maximum allowable under IRS when such use is specifically assigned and required by the supervisor or authorized in advance.

### E. Meals and Lodging

1. When a specific assignment made by the Superintendent requires overnight travel, motel and meals costs will be paid up to the maximum levels established by the District from time to time. Receipts will be required prior to reimbursement for any such expense.

### F. Continuing Education

1. After advance approval by the Superintendent, when an employee completes with a satisfactory grade a course of training related to the employee's duties, the District will reimburse the employee for the expenses for books and tuition.

G. Employee Uniforms

1. Whenever maintenance, bus mechanic or groundskeeper employees are assigned to duties involving materials which will cause permanent damage to the employee's personal clothing, the District will provide reasonable appropriate protection clothing as determined by the District.

ARTICLE IX: HOLIDAYS

All employees shall receive the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday. 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 holiday herein listed falls on a Saturday the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Second Monday in February	Lincoln Day
Third Monday in February	Washington Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
That Wednesday in November prior to Thanksgiving Day	Admission Day
That Thursday in November proclaimed by the President	Thanksgiving Day
The Friday in November following Thanksgiving Day	District-declared holiday
December 25 and the preceding workday	Christmas holidays

If the District does not designate September 9, known as Admission Day, as a school holiday and the schools are open for service as usual, then Admission Day will be a regular workday and the substitute holiday shall be determined by mutual agreement between the District and the Union.

ARTICLE X: VACATIONS

- A. Regular classified employees covered by this Agreement shall accrue vacations as follows:
  - 1. During the first five (5) years of District service, one (1) day of vacation will accrue for each month of paid status.
  - 2. After five (5) years of District service and beginning the sixth (6<sup>th</sup>) year, one and one-quarter (1 ¼) days of vacation will accrue for each month of paid status.
  - 3. After ten (10) years of District service and beginning the eleventh (11<sup>th</sup>) year, one and one-half (1 ½) days of vacation will accrue for each month of paid status.
- B. Vacations shall be prorated for regular part-time employees based upon the number of hours of the regular assignment of the part-time employee as compared with the hours of a full-time employee.
- C. A holiday falling within a vacation period shall not constitute a vacation day.
- D. No vacation days are accrued if employment is less than six (6) months.
- E. Vacation will be taken as scheduled by the supervisor and can be taken only with the supervisor's approval. School year employees shall not be allowed to take vacations off during the school year. Twelve-month employees will have their vacations scheduled by the District based upon the employee's needs and preferences and the District workload requirements.
- F. Vacation not used will accumulate and be allowed for use in the next fiscal year or be paid at the option of the District.

## ARTICLE XI: LEAVES

### A. Sick Leave

An employee's absence from work due to illness or injury shall be designated as sick leave and shall be time lost with pay.

- 1. Sick leave shall be earned at the rate of one (1) day per month of employment.
- 2. Employees may accumulate unused sick leave without limitation.
- 3. Employees must contact their supervisor in advance of taking sick leave whenever possible in order that other arrangements may be made for the services needed. Management may require satisfactory evidence of illness or disability prior to sick leave with pay being granted. Failure to give adequate notice may be grounds for disciplinary action.
- 4. Following absence due to illness or injury, the supervisor or superintendent may require a doctor's statement of release to return to work.
- 5. The District may require satisfactory evidence of the employee's fitness to work at district expense.

6. If an employee is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the employee's final warrant.
7. After an employee uses all accrued sick leave and is absent from the employee's duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the employee's position during the employee's absence.
8. An employee may transfer accumulated sick leave according to the provisions of Ed. Code Section 45202.
9. For absences due to quarantine, ordered and supervised by city or county health departments, there will be no deduction of accrued sick leave or salary if the contact with others having the contagious disease was made while performing official duties of the District. If this same contact results in the employee contracting the disease, similarly, no deduction of accrued sick leave or salary will be made for resulting days of absence.
10. Upon return, the District's certificate of absence form will be completed.

B. Bereavement Leave

1. An employee shall be entitled to a maximum of three (3) days of bereavement leave of absence without loss of salary for the death of any member of the employee's immediate family.
2. A maximum of two (2) additional days without loss of salary will be granted if out-of-state travel, over 250 miles in state is required.
3. Leave may be granted to an employee in case of death of persons other than those of the immediate family under section 2 of the personal necessity leave provisions.
4. Members of the immediate family means the mother, father, grandmother, grandfather, child, brother, sister or a grandchild of the employee or of the spouse of the employee, and the spouse, son-in-law or daughter-in-law, of the employee, or any relative living in the immediate household of the employee.
5. When the employee is entitled to absence due to death in the immediate family, bereavement leave under this section shall be granted before any other type of leave. If additional days are required, personal necessity leave may be invoked after maximum bereavement days are taken. Any leave in excess of bereavement

leave and personal necessity leave must be granted by the Board with considerations given to employee's health and well being, making possible the use of leave for personal illness.

6. The employee must contact the immediate supervisor in advance of taking bereavement leave whenever possible. Upon the employee's return, the District certificate of absence form will be completed. Leave for bereavement is granted without prior approval of Board or administration except when granted for persons other than immediate family (items 3 and 4 above).

C. Jury or Witness Duty Leave

1. Leaves of absence to serve on jury duty will be granted to employees with no loss of salary. Financial remuneration received (other than travel expenses) for the time and service rendered will be refunded to the District. Leave for this purpose is granted without prior approval of Board or administration. Proper prior notification will be given to the immediate supervisor and the District certificate of absence will be completed upon return of the employee.
2. An employee who receives a subpoena for an appearance in court, as long as the employee is not a litigant in the court action, will be granted such leave with no loss of salary or sick leave. Financial remuneration received (other than travel expenses) for time and services rendered will be refunded to the District. Leave for this purpose is granted without prior approval of the Board or administration. Proper prior notification will be given to the immediate supervisor and the District certificate of absence will be completed upon the return of the employee.

D. Leave of Absence

1. The Board may grant a leave of absence to any employee for any purpose, with or without pay. A leave of absence may be for a minimum of one (1) day or a maximum of one (1) school year.
2. The intent is to provide a means by which employees may request and be granted leaves of absence for circumstances not provided elsewhere.
3. Leave must be applied for in writing to the Board with time consideration allowing for presentation at a regular Board meeting. The Board will make its judgment in authorizing leaves of absence based on the best interest of the District as well as personal concern of the employee. Written statements of explanation or documentation of special concern may be required.
4. Employees returning from a leave of absence granted by the Board of Trustees shall be entitled to all rights and privileges previously acquired. Such leave shall not be credited as time of service. Leave of absence shall not affect accumulated sick leave.
5. The District certificate of absence form must be completed upon return to duty after a leave of absence.

E. Personal Necessity Leave of Absence

Personal necessity leave of absence is best defined as a day or days of personal leave, which the employee can elect to have charged against the employee's accrued sick leave (maximum, seven (7) days per school year).

All leaves of absence must be approved by the Board, or as designated, the Superintendent. The following guidelines establish the manner of proof of personal necessity and general administrative procedures.

1. Advance permission is not required for the following reasons:
  - a. Death or serious illness of a member of the employee's immediate family.
  - b. Accident involving the employee, the employee's person or property, or the person or property of a member of the employee's immediate family.
  - c. **Two (2) days of personal necessity will be allowed at the declaration of the employee for any reason with reasonable notice to the District.**

Procedure and proof is as follows:

- d. No advance permission needed under the above stated conditions.
- e. Employee must contact supervisor in advance of leave to notify supervisor to arrange for the employee's replacement (as in all leaves of absence).
- f. The Superintendent will handle proof of personal necessity under this clause administratively. The signing of the District's leave of absence statement describing reasons for the absence will be routinely required.
- g. The Superintendent may require additional statements of proof of personal necessity at the Superintendent's discretion.
- h. The District will credit days of allowable bereavement leave prior to charging days to personal necessity leave when bereavement is applicable.
- i. Members of "immediate family" for the purpose of this provision are defined in section 4 under Bereavement Leave.
- j. Days away from work without advanced permission claimed under this clause and then not approved under the above stated conditions (1.a. through h.) will be charged against the employee's salary. Interpretation will be liberally applied but if days of leave are taken without prior permission of the Superintendent or Board and found to be inappropriate, the District will have no choice but to deduct salary.

F. Pregnancy Disability Leave

1. Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician provided that the physician's verification clearly demonstrates that such leave is for disability purposes and is not for the purpose of child care or other non-disability purposes.

#### G. Child Care Leave

1. Employees may be granted parental child care leave of up to three (3) months for the purpose of preparing for and caring of newly born or adopted child.
2. Such leave is without pay and benefits of any kind, including but not limited to, any paid leaves.
3. Request for such leave must be made at least thirty (30) work days prior to the requested beginning date in the case of a newly born child and as far in advance as possible in the case of adoption.
4. The beginning date and duration of such leave shall be at the discretion of the Board of Trustees.

#### H. Family Medical Leave

Part-time employees of the bargaining unit will be entitled to the provisions of Family Medical Leave Act of 1993 (29 U.S.C. ss 2601 et seq) for a total of 12 work weeks within a rolling 12-month period. Leave may be taken intermittently. The eligibility rule of 1,250 hours within the last year will not apply to part-time employees, but the employee must have worked a minimum of a total of one (1) school year for the District.

This leave may be taken for the birth, adoption, foster care or serious health condition of a child; care of a parent, brother, sister or spouse with a serious health condition; or the employee's own serious health condition. "Serious health condition" shall mean inpatient care at a hospital or medical facility, chronic conditions that require periodical visits to health care provider over an extended period of time or the incapacity lasts more than three (3) days and requires several doctors visits or ongoing treatment regiment.

To obtain FMLA, an employee shall notify the employer 30 days in advance or provide notice as soon as the employee knows he or she will need the leave.

The part-time employee will have the right to return to the same or comparable job, unless the job would have terminated regardless of the leave, and the employee will maintain seniority. If the employee is a benefited part-time employee, the benefits will continue for the time the employee is off on FMLA.



## ARTICLE XII: HOURS OF EMPLOYMENT OVERTIME

### A. Work Schedules

1. The established full-time regular work week will be eight (8) hours per day, forty (40) hours per work week.
2. The workday is the twenty-four (24) hour period beginning with the regularly assigned starting time of an employee's work shift.
3. The work week shall be Monday through Sunday. The work schedule of an employee may commence on days other than Monday, but the normal schedule shall provide two (2) consecutive days off in each work week.
  - a. Employees hired on or prior to January 24, 1978, shall not be assigned a regular work week schedule on days other than Monday through Friday.
  - b. Employees hired after January 24, 1978, may be assigned any regular work week as herein provided.

### B. Overtime

1. Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate. Overtime shall include work only when directed by the immediate supervisor in excess of eight (8) hours per workday or forty (40) hours per work week.
2. Overtime shall be paid at the rate of one and one-half (1 ½) times for all employees assigned on a sixth or seventh day except those employees regularly assigned less than four (4) hours per day who shall receive regular time on the sixth day and one and one-half (1 ½) time on the seventh day.
3. Overtime – Equal Distribution: Overtime shall be assigned by the supervisor who shall rotate such assignments as equally as is practical among the employees in the bargaining unit within each department.
4. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other paid leave of absence shall be considered as time worked by the employee.
5. All hours worked on holidays designated in this Agreement will be paid at the rate of two and one-half (2 ½) times the regular rate of pay (regular rate of pay plus one and one-half (1 ½) time). No pyramid-ing of rates of pay shall be allowed beyond the rate designated in this paragraph.
6. Call back time shall be paid at the rate of one and one-half (1 ½) time. A minimum of one and one-half (1 ½) hours will be paid on call back; except, between the hours of 6:00 p.m. and 7:00 a.m., the sixth or seventh day or on holidays, two (2) hours will be the minimum call back time paid. This provision shall not apply to any

employee who is assigned, prior to leaving work, to work beyond the employee's normal workday assignment.

7. Call back hours assigned by the supervisor are compulsory in an emergency as determined by the supervisor.

C. Rest Period

For each four (4) hour work period a fifteen (15) minute paid rest break shall be granted. The rest period shall be scheduled by the supervisor. Insofar as practicable, the rest period shall be in the middle of each work period. A rest period shall not be authorized for employees whose total daily work time is less than four (4) hours.

D. Lunch Period

1. For each regular work shift a non-paid lunch break shall be granted for one (1) hour or not less than one-half (1/2) hour as scheduled by the supervisor.
2. No work period of more than four (4) hours shall be scheduled without a lunch break. The lunch break may be waived by mutual consent of employer and employee for a regular workday of five (5) hours or less.

E. Shift Differential

A shift differential of 5% shall be paid if an employee's regular assignment includes 50% of the working hours past 6:00 p.m. or before 7:00 a.m. Shift differential shall be paid only when more than one-half (1/2) the days of a calendar month are involved in the differential assignment.

F. Compensatory Time Off

1. By mutual agreement of the supervisor and the employee, an employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work.
  - a. Time off shall be scheduled by mutual agreement of the supervisor and the employee. Time off not taken within thirty (30) days of the earned overtime shall be paid in the following pay period.

G. Increase in Time

1. Any employee who is assigned by the employee's supervisor thirty (30) minutes or more per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have that assignment automatically adjusted upward to reflect the longer hours by the next pay period.

H. Standby Time

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

## I. Bus Drivers

### 1. Assignment of Daily Bus Routes:

The assignment of regularly scheduled home-to-school routes, as determined by the District, shall be based upon length of service as follows:

- a. For the purpose of this provision, "Length of Service" is defined by the employee's seniority date. Such previous District service of employees who  
  
are re-employed within a 39-month period shall be recognized in computing length of service.
  - b. The route with the greatest number of hours shall be offered to the driver with the greatest length of service. Except as provided below, this procedure shall be followed for all other routes in descending order of length of service.
  - c. A driver may decline a route so offered. In that event, the route shall be offered to the employee with the next greatest length of service. A driver who declines a route shall then select another available route.
  - d. Once routes are assigned, they shall not be reassigned except in the event of a permanent change of bus driver employees or of hours of routes. However, the District reserves the right to make temporary modifications in the assignments necessary to meet unforeseen circumstances such as employee absence and vehicle breakdown.
2. The assignment of extra trips is at the discretion of the bus supervisor. A flexible rotation system will be used.
    - a. The mechanic/driver instructor will be included in the regular flexible rotation system.
    - b. Regular drivers will be offered special trip assignments even though they may occur during their regularly scheduled runs. The driver may elect to take the extra trip or the employee's regularly scheduled run. A run is defined as that period of assigned time from the last break of non-paid standby time.
    - c. Such extra assignments shall be distributed as equally as possible during each fiscal year as far as the character of the work permits.

It is understood and agreed that certain factors (such as employee preferences, time requirements for assigning, driver availability and last minute schedule changes) may cause imbalances in the equal distribution of such assignments.

- d. The extra hours each driver and mechanic/driver instructor has worked will be posted periodically.
  - e. Except in the case of last minute scheduled trips, the District shall post all extra trips providing drivers, during a twenty-four hour period, an opportunity to indicate preferences.
3. Bus drivers who are specifically required by the supervisor to remain on standby shall be paid for all standby time at their regular rate of pay. Whenever any combination of driving and standby time in a day exceeds eight (8) hours, all excess time shall be compensated at the appropriate overtime rate.
    - a. When standby time between runs is less than one (1) hour, standby time may be paid and run time will be held to actual time.

When standby time between runs is not paid, minimum route time of one and one-half (1 ½) hours will be paid.

4. When a driver is on authorized special trip assignment, he will be paid for all driving and standby time up to sixteen (16) hours per day. No driver will exceed sixteen (16) hours of duty time per day (with a maximum of ten (10) hours driving during that time). Eight (8) hours of sleeping time on overnight trips shall be non-paid time.

#### ARTICLE XIII: SAFETY

- A. It is the responsibility of every employee to report unsafe conditions to the employee's immediate supervisor. Such reports shall be in writing on the District form.
- B. No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of health, safety or sanitation requirements.

#### ARTICLE XIV: TRANSFERS

##### A. Transfers Within a Job Class

1. Any employee in the bargaining unit may apply for transfer within a job class by filing a written request with the Superintendent.
2. When a new position or existing position becomes vacant, the District shall post the vacancy on Union bulletin boards for not less than ten (10) working days prior to filling the position.
3. Transfer requests within a job class will be given consideration prior to placement of applicants new to the district.
4. Factors to be given consideration with transfers within a job class shall include but not be limited to: position requirements and needs of the District, the employee's performance characteristics and years of service in the district.

5. If an employee's request for transfer is denied, the employee shall receive written notice to include reasons.
6. A notification will be mailed to the employees of a job class of vacancies occurring in that job class during their vacation or while on leave of absence so as to give the employee an opportunity to request transfer. The notification shall identify the specific position or unusual requirement and indicate the final date of acceptance for the transfer request. The notice shall be mailed by regular first class mail to the employee's home address.

#### B. Involuntary Transfers

1. Every effort will be made not to transfer employees without their consent. Employees so transferred permanently will be given a ten (10) day written notice of such transfer.
2. An employee assigned to a temporary position for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period shall receive an increased rate of pay as required of that temporary position for the entire period of service worked out of classification. No reduction of salary shall occur in any temporary assignment.
3. Any traveling expense incurred traveling to the temporary work site or between temporary work sites greater than the employees travel expense to the employee's regular assignment, shall be reimbursed at the regular District rate of reimbursed travel.

#### C. Change of Job Class

1. When a new position is created or an existing position becomes vacant, an employee not presently in that job class may apply for the position and interview under regular District procedures.
2. Factors to be given consideration in movement from one job class to another shall include but not be limited to: position requirements and needs of the District, the employee's training, preparation and years of service in the District.
3. Application requests for a new job class shall be considered prior to placement of applicants new to the District.
4. All vacancies in the classified service shall be posted on Union bulletin boards for at least ten (10) working days prior to the date interviews are held.

### ARTICLE XV: GRIEVANCES

#### A. Definitions

A "grievance" is a formal written allegation by an employee that the employee has been adversely affected by a violation of the specific provisions of this Agreement or that a

permanent employee has been improperly arbitrarily and discriminatorily disciplined, demoted or discharged. Action to challenge or change the provisions of this Agreement or the policies of the District as set forth in the Board policies and Administrative Regulations and procedures must be undertaken through separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board, or by the Administrative Regulations and procedures of the District are not within the scope of this procedure.

A “grievant” is any classified employee of the District covered by the terms of this Agreement.

A “day” is any day in which the central administrative office of the Cascade Union Elementary School District is open for business.

The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

#### B. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve a problem through at least one (1) informal conference with the employee’s immediate supervisor.

#### C. Formal Level

Level One: If such a problem is not settled at the informal level, the grievant must present the employee’s grievance in writing on the appropriate form to the employee’s immediate supervisor within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance. The District grievance form shall be available at each school.

This statement shall be a clear, concise account of the grievance, the specific contract provision alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

The supervisor shall communicate the decision to the employee in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either the employee or the supervisor may request another personal conference on the grievance.

Level Two: If the grievant is not satisfied with the decision at Level One, he/she may within fifteen (15) days appeal the decision in writing to the superintendent or designee. This statement shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for this appeal.

The superintendent or the employee’s designee shall communicate the employee’s decision to the grievant within fifteen (15) days. If the superintendent or the employee’s designee does not respond within the time limits provided, the grievant may appeal to the next level.

Level Three: If the grievant is not satisfied with the decision at Level Two, he/she may within fifteen (15) days appeal the decision in writing to arbitration. An arbitrator shall be appointed on each occasion that grievance is submitted to arbitration. In the event the District and the Union are unable to agree on the selection of an arbitrator they shall request the State of California Conciliation Service to nominate five (5) persons to be the arbitrator. The District and the Union each will alternately challenge two of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator. The employee compensation and expenses as well as those of a court reporter and a hearing room shall be borne equally by the District and the Union. The District and the Union shall each pay the compensation and expenses of their own respective appointees and witnesses. At Union's request, the District shall release employees from duty to participate in arbitration proceedings at the Union's expense. The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator deems necessary and proper. The first hearing shall be held as early as is mutually convenient. The decision of the arbitrator shall be final and binding on the District, the aggrieved employee and the Union, provided, however, that such decision does not in any way add to, disregard or modify any of the provisions of this Agreement.

#### ARTICLE XVI: LAYOFF PROCEDURES

- A. Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanency voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- B. When, as a result of the expiration of a specially funded program, employees' positions must be eliminated at the end of any school year and employees will be subject to 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 29, 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 30, such notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.
- C. When, as a result of a bona fide reduction or elimination of the service being performed by any department, employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights.
- D. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by aforementioned sections.
- E. Prior to any final layoff notices being sent to those employees who have been employed the shortest time based on date of hire within the class\*, the District shall notify the

more senior employees whose positions have been reduced or eliminated that they must elect one of the following within five (5) working days of receipt of notice:

1. Select a vacant position or hours in the same class; or
  2. Select a remaining position or hours to be vacated by the least senior employee in the class; or
  3. Select a vacant position or hours in a different class in which the employee previously had successfully completed the probationary period; or
  4. Select a vacated position or hours in a different class in which the employee previously had successfully completed the probationary period; or
  5. Elect to be laid off.
- F. In the event of a layoff, the order of layoff within the class\* shall be determined by date of hire. The employee with the most recent date of hire in that class\* plus higher classes\* shall be laid off first. "Length of Service" is defined by date of hire.
- G. In the case of two (2) or more employees having identical seniority, the seniority shall be determined by lot.
- H. Prior to any layoff, the district shall post seniority list of affected employees. The District shall also provide the Union with a copy of the seniority list annually upon request.
- I. Employees who are laid off shall be eligible to continue to receive District insurance benefits for a period of one (1) full calendar month from the date of layoff, subject to the approval of the insurance carriers.
- J. Re-employment shall be in the reverse order of layoff. Employees who are laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the period of thirty-nine (39) months.
- K. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as employees laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Board shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis.
- L. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employees, returned to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time.



- M. Offers of re-employment shall be made either by personal service or via U.S. First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the employee’s signature. Failure to so reply within ten (10) working days from date of personal service or of mailing of the offer of re-employment shall be deemed a refusal of that offer of employment. It is the responsibility of each employee on a re-employment list to file with the District Office a current mailing address.
- N. Refusal of three (3) offers of re-employment to the class from which laid off shall cause removal from the list and the loss of any re-employment rights. However, declining an offer of re-employment of fewer hours of employment held at time of layoff shall not constitute a refusal of employment.
- O. An employee who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance as of the date of layoff reinstated.
- P. Upon re-employment in the class from which laid off, an employee shall be placed on the former step of the salary range. Notwithstanding the provisions of Appendix “A” of this Agreement, the employee shall be eligible for advancement to the next step of the salary schedule consistent with contract language related to step advancement (Article VII, G.).
- Q. Notwithstanding any other provision of law, any employee who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees’ Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employee’s Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employee’s Retirement System has properly processed the employee request for reinstatement from retirement.
- R. In the event that the matter of layoffs is held by a court of competent jurisdiction to be outside of the lawful scope of representation of the Educational Employment Relations Act, this article shall become null and void severed from this Agreement, but all other provisions will continue in full force and effect.

**\*Definition of Class**

<b>Class I</b>	<b><u>Food Services</u></b> Lead Cook Assistant Cook Breakfast Combo Cook Cafeteria Worker	<b><u>Transportation</u></b> Mechanic/Bus Driver Dispatcher/Scheduler Bus Driver	<b><u>Maint &amp; Oper</u></b> Maint Man/Skilled Maint Maintenance Man Technology Assistant	<b><u>Clerical</u></b> Educational Secretary School Office Clerk Gear Up Clerk
<b>Class II</b>			Custodian Leadman**	Library Media Specialist Library/Media Clerk

			Custodian **appointed position	
<b>Class III</b>			Groundskeeper	Family Health Services Assistant Health Services Clerk
<b>Class IV</b>				Attendance Program Coordinator

In the event of a layoff within the classes listed, employees will only “bump down” into a lower range within the class groupings. For example it has been determined that one assistant cook position will be eliminated. Employee Smith is an assistant cook with the most recent date of hire in that class. Employee Jones is a cafeteria worker with a date of hire more recent than employee Smith. Ms. Jones is laid off and Ms. Smith “bumps” into her position. If a lead cook had the most recent date of hire, she could not be bumped because she is on a higher range.

\*\*In the case of a lead custodian who has a more recent hire date than a regular custodian, he may be laid off but another custodian does not automatically “bump” into a lead custodian position. This is a position appointed by the site principal.

ARTICLE XVII: EMPLOYEE DISCIPLINE

- A. A permanent employee may be subject to disciplinary action for cause. Probationary employees may be disciplined without right of appeal. Suspension, demotion and dismissal (disciplinary action) of classified employees are decided by a process involving the classified supervisors, principals, the superintendent and the Board of Trustees. No person in the permanent classified service shall be suspended, demoted or dismissed except for reasonable cause designated by these rules. The District will follow progressive disciplinary procedure. Nothing in these rules shall be construed so as to prevent layoff for lack of work or lack of funds.
- B. “Cause” relating to disciplinary actions against classified employees means those grounds for discipline, or offenses enumerated in the law or the written rules of the District. Disciplinary action may be maintained for any appropriate cause other than as herein defined.

Suspension means temporary removal of an employee from the position. The Superintendent may immediately suspend pending a hearing on the charges calling for suspension, demotion or dismissal. Suspension can be with or without pay.

“Demotion” means assignment to an inferior position or status, without the employee’s written or voluntary consent.

“Dismissal” means permanent removal of an employee from the employee’s position for cause.

- C. In conjunction with or in addition to the formal evaluation system of the District for the classified service, the Superintendent may make written recommendation for disciplinary action, stating the cause or reasons therefor. Such action for cause may originate with the classified supervisor, the Principal, or any other designated management employee.

Prior to any formal disciplinary action (excluding suspension of up to five (5) days) a meeting shall be held between the Superintendent and the employee where the employee will be advised of the contemplated action and the reason therefor. Then the Superintendent shall initiate such notice for disciplinary action in writing, with a copy provided the employee. This statement shall clearly outline specific charges in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, to include a statement of the cause for the action taken and any claim that the employee had violated a specific rule or regulation of the District, or a statute.

This statement shall include information concerning the employee's rights to a hearing. An employee must request a hearing in writing within five (5) days after the notice is served to the employee. Such notice to the employee must be accompanied by a paper, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges.

If the cause for discipline or dismissal is such that the employee can not be found to receive and sign for receipt of the notice, it shall be mailed to the employee at the employee's last known address (by registered mail and return receipt requested).

If a hearing is demanded, it shall be conducted by the Superintendent. The Superintendent will hear evidence relative to the charges and determine whether or not the charges are insufficient cause for the proposed action. The Superintendent will thereafter advise the employee of the decision.

Except in cases involving a potential hazard to the health and safety of students, the public or District employees, or a case involving criminal charges, no suspension without pay shall exceed thirty (30) calendar days.

D. Causes for discipline include but are not limited to the following, and in addition include any other reason for which an individual can be disciplined.

1. Incompetency or inefficiency in the performance of the duties of the position.
2. Insubordination (including, but not limited to, refusal to do assigned work).
3. Carelessness or negligence in the performance of duty or in the care or use of property.
4. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
5. Dishonesty.
6. Drinking alcoholic beverages on the job or reporting for work while under the influence of intoxicating liquor.
7. Using any drugs or narcotics on the job or reporting to work under the influence of drugs or narcotics not prescribed by a licensed physician.
8. Engaging in political activity during assigned hours of employment.
9. Conviction of any crime involving moral turpitude.
10. Arrest or any violation for a sex offense as defined in Education Code Section 44010.
11. Repeated and unexcused leave privileges.
12. Abuse of illness leave privileges.

13. Falsifying any information supplied to the District Office, including but not limited, information supplied on application forms, employment records or any other District records.
14. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by an appropriate State or local governmental agency.
15. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
16. Abandonment of position.
17. Advocacy to overthrow of federal, state or local government by force, violence or other unlawful means, or membership in the Communist Party.

#### ARTICLE XVIII: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### ARTICLE XIX: CONCERTED ACTIVITIES

It is agreed and understood that there shall be no illegal strike, work stoppage, a slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by Union, its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.

Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Union member employees to do so. In the event of an illegal strike, work stoppage, slow-down or other interference with the operations of the District by employees who are represented by Union, Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or Union.

#### ARTICLE XX: SUPPORT OF AGREEMENT

The District and Union agree that it is to their mutual benefit to resolve differences in the interpretation and application of this document through the grievance procedure. Moreover, it is

agreed that Union shall support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process.

ARTICLE XXI: 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 such State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XXII: COMPLETION OF MEET AND NEGOTIATION

Except as specifically provided in Article XXIII: TERM, during the term of this Agreement, Union expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXIII: TERM

This Agreement shall remain in full force and effect up to and including June 30, **2018**, and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than March 15, beginning in the year 2016 of its request to modify, amend or terminate the Agreement.

Notwithstanding the foregoing, however, either party may by giving written notification to the other at least ninety (90) days in advance of July 1, of each year during the term of this agreement, reopen negotiations on the provisions of Article VII, Pay and Allowances as well as one additional Article of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CASCADE UNION ELEMENTARY  
SCHOOL DISTRICT

GENERAL TEAMSTERS #137

s/Leila Dumore  
Board of Trustees, President

s/Deborah Dayton  
Member

s/Les McMullen  
Board of Trustees, Vice President

s/Cindy Asher  
Member

s/Helen Ciaramella  
Board of Trustees, Clerk

s/Dave Leonard  
Member

s/Jim Carroll

s/

Board of Trustees, Member

Member

s/Terri Quigley  
Board of Trustees, Member

s/Dave Hawley  
Teamsters Field Representative

s/Dr. Baljinder Dhillon  
District Superintendent

s/Kimberly Carelli  
Teamsters Field Representative

IN WITNESS WHEREOF, the parties have executed these amendments to this Agreement on February 18, 2016, effective July 1, 2015, to June 30, 2018.

\_\_\_\_\_  
Board of Trustees, President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Board of Trustees, Vice President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Board of Trustees, Clerk

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Member

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Board of Trustees, Member

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Member

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Board of Trustees, Member

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Teamsters Field Representative

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Teamsters Field Representative