



MEADOWS UNION SCHOOL DISTRICT

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COLLECTIVE BARGAINING AGREEMENT

between

MEADOWS UNION SCHOOL DISTRICT

and

MEADOWS UNION SCHOOL DISTRICT
CSEA CHAPTER 829

EFFECTIVE AND IN FORCE UNTIL JUNE 30TH, 2024 OR UNTIL A
SUCCESSOR AGREEMENT HAS BEEN REACHED.

Daniel Vega

[Signature]

8/11/22

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Mukulshu Gals.
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ARTICLE 1

RECOGNITION

1.1 DEFINITIONS

Meadows Union School District, a public-school employer (hereinafter referred to as "DISTRICT"). California School Employees Association and its Meadows Chapter 829 (hereinafter referred to as CSEA).

1.2 RECOGNITION

DISTRICT recognizes CSEA as the exclusive bargaining representative of the district's classified employees, except substitutes and short-term employees, and those that are identified by the DISTRICT as management, confidential or supervisory.

Upon written request, the DISTRICT agrees to meet with CSEA to attempt to resolve any dispute(s) over the designation of classifications as confidential or supervisory. If agreement cannot be reached within reasonable time, the disputed case will be submitted to the Public Employee Relations Board for resolution.

1.3 SCOPE OF REPRESENTATION

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as specified in Section 3543.2 of the California Government Code. Nothing herein may be construed to limit the right of the DISTRICT to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties. Changes which fall within the scope of representation will be delivered in writing to the CSEA Chapter President and/or Labor Relations Representative in accordance with California Government Code 3543.2(a)(2).

ARTICLE 2

DISTRICT RIGHTS

2.1 DISTRICT RIGHTS

The parties recognize and acknowledge that the DISTRICT retains all its historical rights, and powers, except as specifically modified or abridged by this agreement and/or the provisions of the Educational Employment Relations Act (EERA).

DISTRICT has the power and authority to direct, manage, and control to the full extent of the law. Including, but not limited to: determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds and levels of services to be provided and the methods and means of providing them; establishing its educational policies, goals, and objectives; ensuring the rights and educational opportunities of students; determining staffing patterns; determining the number and kinds of personnel required; maintaining the efficiency of district operations; determining the curriculum; building, moving, or modifying facilities; establishing budget procedures and determining budgetary allocation; determining the methods of raising revenue.

The DISTRICT retains the right to amend, modify or rescind sections of this agreement in cases of emergency. The determination of whether an emergency exists shall be made in good faith and is solely within the discretion of the Board or the Superintendent upon formal declaration. An emergency is defined as an unusual set of circumstances which creates a reasonable likelihood of damage to person or property or disruption to or interference with the regular operation of the DISTRICT unless action is taken. The action will be limited to the duration and circumstances of the emergency. As soon as practicable the Superintendent or designee shall debrief an Association representative after the declaration of emergency.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 ASSOCIATION RIGHTS

CSEA shall have the right to make use of school buildings and facilities without charge during the hours the site is regularly open, provided that meetings do not interfere with instructional program and conflict with school-site conferences and meetings and responsibilities related to education, health and welfare of students.

CSEA regular meetings shall be conducted at a time where services to students are not interrupted. CSEA Chapter meetings will be held on the last Tuesday of the month at 5pm. A maximum of one (1) hour of release time may be used by each unit member who attends meeting. CSEA Chapter President will provide district with a sign-in sheet of attendees to verify attendance. Release time and the one (1) hour period shall not accumulate from month to month. CSEA Chapter President will notify DISTRICT at least twenty-four (24) hours in advance when there is a need for meetings outside of their monthly schedule.

DISTRICT will provide my email to CSEA Chapter President by September 1st of each year, a complete seniority list of all bargaining unit members. Seniority for the purposes of layoff shall be established by the unit member's first date of paid service on any permanent position (substitute or short-term assignments excluded).

3.2 BULLETIN BOARDS

CSEA shall have the right to post notices and matters of CSEA concern on designated district bulletins. CSEA agrees to not post information of defamatory nature against the DISTRICT or its personnel.

3.3 DISTRICT NOTICE TO CSEA OF NEW HIRE ORIENTATION

Under Assembly Bill 119 New Employee Orientation, the structure, time, and manner of exclusive representative access shall be determined through mutual agreement between the employer and the exclusive representative, subject to the requirements of Section 3557.

- 3.3.1** The DISTRICT shall provide at least 10 days' notice in advance to CSEA of any scheduled orientation meetings for new unit member(s), except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the DISTRICT's operations that were not reasonably foreseeable, and during these orientation meetings, permit the CSEA Chapter President or designee to address the new unit member(s). Orientations shall be held upon any on-boarding process, the orientation sessions shall be held on district property, at a time scheduled by the DISTRICT.
- 3.3.2** If the orientation session is held during the regular work hours, the Chapter President or designee shall receive forty-five (45) minutes of release time to address the new unit member(s).
- 3.3.3** The DISTRICT shall provide CSEA with the following information within 30 days of employment, or at the first pay period of the following month the following information:
- a. Name
 - b. Job Title/Classification
 - c. Department

- d. Work Location
- e. Work Telephone
- f. Home Address
- g. Home Telephone Number
- h. Personal Cellular Phone Number (if on file with the district)
- i. Personal Email Address (if on file with the district)
- j. Last four of the Social Security Number
- k. Employee ID
- l. CalPERS Status (Y/N)
- m. Hire Date

3.3.4 The information provided under Section **3.3.3** shall be provided to CSEA for each unit member three times each school year; by Aug. 31st, Dec. 31st and April 30th. The information shall be provided to the CSEA Headquarters.

3.4 CSEA CONFERENCE

Delegates who are in paid status during the week of CSEA's annual conference shall be granted time off with pay, for the purpose of attending the conference. Paid time off shall not exceed two (2) delegates for up to five (5) days per delegate.

3.5 MEMBERSHIP APPLICATION

DISTRICT shall include CSEA membership application to new hire packets.

3.6 ORGANIZATIONAL SECURITY

CSEA shall have the sole and exclusive right to have membership dues deducted from employees in the bargaining unit by the DISTRICT.

3.7 DUES DEDUCTIONS

Upon certification by email from CSEA, the DISTRICT shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. The DISTRICT shall accept the certification provide by CSEA. If any member seeks to revoke their dues authorization, the DISTRICT shall advise the member in writing to make the request to the CSEA San Diego Field Office. The DISTRICT shall also send a copy of such notification to the assigned CSEA Labor Relations Representative. The DISTRICT shall continue to deduct dues until such time as CSEA notifies the DISTRICT of a revocation.

3.8 MASS COMMUNICATION TO BARGAINING UNIT EMPLOYEES

If the DISTRICT chooses to disseminate mass communications to the bargaining unit employees concerning their rights to join or support CSEA, the DISTRICT shall meet and confer with CSEA concerning the content of the mass communication. If the parties cannot reach an agreement and the employer decides to go ahead with is proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by CSEA.

3.9 NEUTRALITY

The DISTRICT shall not defer or discourage bargaining unit employees or applicants from becoming or remaining members of CSEA.

3.10 HOLD HARMLESS PROVISION

CSEA agrees to indemnify and hold harmless the DISTRICT against any and all liabilities, claims or actions which may be brought against the DISTRICT or DISTRICT Board for the administration of this article.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 EMPLOYEE RIGHTS

The DISTRICT and CSEA recognize the right of employees to form, join and participate in lawful activities of CSEA. Employees also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relationships with the employer except to meet and negotiate individually with the employer.

4.2 PERSONNEL FILES

The personnel files of each unit member shall be maintained by the DISTRICT in the administration office. All personnel files shall be kept in confidence and shall be available for inspection when requested by the unit member. If unit member wishes to grant access to CSEA Labor Rep, unit member will email HR office authorizing CSEA Labor Rep access to file without the employee being present.

ARTICLE 5

EVALUATION

5.1 FREQUENCY

- 5.1.1** Employee performance evaluations for probationary unit members shall be conducted twice within the probationary period at the 2nd and 4th month of employment.
- 5.1.2** Permanent unit members shall be evaluated once a year, but no later than June 30, of each year.

5.2 EVALUATION FORM

Employee Performance Report will be generated by the DISTRICT and shall be distributed to supervisors. The forms issued by the DISTRICT shall be the sole forms used for evaluations. (Appendix A)

5.3 EVALUATION CONFERENCE

The evaluator shall meet with the unit member to discuss the contents of the evaluation before the evaluation is forwarded to Human Resources. All evaluations, and related documents, shall be signed and dated by unit members as acknowledgment of their receipt.

ARTICLE 6

DUE PROCESS

6.1 DISCIPLINARY ACTION

"Disciplinary action" includes any action where a permanent bargaining unit member is deprived of any classification in which he/she has permanence, including, dismissal, suspension, demotion (without his/her voluntary consent), except through layoff. A permanent bargaining unit member is a regular employee who successfully completes an initial probationary period.

6.2 PROGRESSIVE DISCIPLINE

"Progressive discipline" includes but may not be limited to verbal warning, written warning, written reprimand, suspension, dismissal. The steps of progressive discipline shall always be observed, except when actions of a major nature or serious misconduct may necessitate bypassing the progressive discipline procedures.

- 6.2.1** The unit member shall first receive a formal verbal warning/counseling. A formal verbal warning may include a post-conference Summary Memorandum. Written reprimands shall be removed from the unit member's personnel file after three years if the unit member has not been disciplined for the same or similar actions.
- 6.2.2** Written warnings may be issued to a unit member if a formal verbal warning has been issued for the same or similar action within the past 12 months. Written reprimands shall be removed from the unit member's personnel file after three years if the unit member has not been disciplined for the same or similar actions.
- 6.2.3** Written reprimands may be issued to a unit member if a written warning has been issued within the past 12 months for the same or similar actions. Written reprimands may be placed in the unit member's personnel file. Written reprimands shall be removed from the unit member's personnel file after three years if the unit member has not been disciplined for the same or similar actions.
- 6.2.4** Suspension without pay may be imposed upon a unit member if a written reprimand has been issued to a unit member for the same or similar actions within the past 12 months. The reasons for the suspensions may be recorded in the unit member's personnel file.
- 6.2.5** The unit member has the right to attach a written response to any information placed in the unit member personnel file.

6.3 TYPES OF DISCIPLINARY ACTION

- 6.3.1** "Demotion" means demoted to a lower classification for cause in accordance with this procedure.
- 6.3.2** "Suspension" means an enforced absence of an employee without pay for disciplinary purposes.
- 6.3.3** "Dismissal" means dismissed for cause in accordance with this procedure.

6.4 CAUSE FOR DISCIPLINARY ACTION

A permanent unit member may be subject to suspension, demotion, or dismissal only for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious, misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6.

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c).
3. Unlawful discrimination, including harassment, against any student or other employee.
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district, school, or safety procedure.
5. Falsification of any information supplied to the DISTRICT, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
6. Unsatisfactory performance.
7. Unprofessional conduct.
8. Discourteous, offensive, or abusive conduct, language or treatment of the public, other employees, or pupils.
9. Dishonesty.
10. Neglect of duty or absence without leave.
11. Repeated tardiness.
12. Insubordination or willful disobedience.
13. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance.
14. Destruction or misuse of district property.
15. Misappropriation of district funds or property.
16. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the unit member to perform the duties of the position.
17. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job.
18. Violation of Education Code 45303 or Government Code 1028
19. Any other misconduct which is of such nature that it causes discredit or injury to the DISTRICT or the unit member's position.

6.5 DISCIPLINARY PROCEDURE

The Superintendent or designee shall provide written notice to the unit member of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The contents of the written notice shall include at least the following:

1. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based. Such statement shall incorporate by reference the acts and omissions described in attached memorandum or other attached documents.
2. The specific disciplinary action proposed.
3. The cause(s) for the specific disciplinary action proposed.
4. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
5. Attached or enclosed shall be a card or paper, with signing and filing of which shall constitute a demand for hearing.

6. The notification shall identify an impartial DISTRICT official ("Skelly officer") with whom the unit member may meet at a specified time and place or to whom the unit member may provide a written response to the recommendation of discipline.

6.6 SKELLY PROCEDURE

After meeting with the unit member or considering any response from the unit member, the Skelly officer shall provide their written recommendation to the bargaining unit member and Superintendent or designee whether to dismiss, proceed with, or modify tile recommendation for discipline.

Within ten (10) days of receipt of the written Skelly decision to the recommendation of disciplinary action, the unit member may request a formal hearing on the charges by signing and filing the card or paper included with the notice.

Any other written document signed and appropriately filed within the specified time limit by the unit member shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified.

In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

6.7 EMPLOYMENT STATUS PENDING HEARING

A unit member against whom a recommendation of disciplinary action has been issued shall remain on active-duty status pending any hearing on the charges, unless the Superintendent or designee determines that the unit member's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the unit member immediately suspended from duty and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance.

6.8 COMPULSORY LEAVE OF ABSENCE

Upon being informed by law enforcement that a unit member has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the unit member on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056.

The Superintendent or designee may place on an immediate compulsory leave of absence a unit member who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

A unit member's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after

the entry of judgment in the proceedings, that the unit member will be dismissed within 30 days from the date of service of the notice unless the unit member demands a hearing on the dismissal.

6.9 FORMAL HEARING PROCEDURE

Unit members shall receive an evidentiary hearing on all proposed disciplinary actions when a written demand for such a hearing is delivered to the Superintendent or designee within ten (10) working days after service of the written Notice of Proposed Disciplinary Action. The fees and expenses of the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them. Should CSEA elect to not arbitrate an issue, and a unit member then chooses to proceed to arbitration, CSEA is not liable for any costs incurred under the terms of this article

1. The hearing will be held before the Board, or a hearing officer designated by the Board.
2. The Governing Board, or the hearing officer, shall set the matter for hearing and shall give the unit member at least ten (10) working day notice in writing of the date, time, and place of the hearing.
3. The hearing shall be in closed session unless a public hearing is requested by the unit member no less than five (5) working days before the hearing.
4. The unit member shall have a right to appear in person, with counsel, or such other lawful representative as determined by the unit member. The unit member shall have the right to testify under oath, to call witnesses to so testify, and to examine and/or cross examine all witnesses appearing.
5. A copy of the written decision shall be sent to the unit member and his/her representative after it is adopted. The decision shall include findings of fact and determination of issues.
6. The determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 DEFINITIONS

Grievance: is defined as any complaint of any employee, employees or the Association involving the alleged misinterpretation, misapplication or alleged violation of this Agreement Between CSEA and the DISTRICT.

Grievant: is defined as an employee, employees or the Association.

Day: is defined as any day in which the DISTRICT office is open for business.

7.2 PROVISIONS

- All unit employees have the right to file grievances without fear of prejudice or reprisal
- The grievant shall be present at all meetings
- Both parties have the right to request the assistance of a conferee at each step of the formal grievance procedure
- All formal grievances shall be in writing and shall be initiated by the grievant.
- The grievance shall be a clear, concise and specific statement stating the circumstances on which the grievance is based; the pertinent sections of this contract deemed violated; and the remedies which he/she seeks. The grievant shall send copies to the appropriate supervisor.
- A grievant may be represented at all stages of the formal grievance procedure by himself/herself or at his/her option, may be accompanied by a representative selected by CSEA.
- All efforts should be made to process grievances during hours that will not affect services to students. If necessary, the grievant and representative, if requested shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
- Nothing in this Article shall be deemed to waive any statutory rights to which the grievant may be entitled.
- The grievance may be withdrawn at any level without establishing precedence.
- If the grievance is to be formalized, the grievant shall meet with the appropriate DISTRICT representative in all cases at all steps, and both shall make a conscientious effort to resolve the controversy, dispute, disagreement.
- Should the grievant(s) elect not to be represented by CSEA, CSEA is not liable for any costs incurred under the terms of this article, and costs shall instead be incurred by the grievant(s).
- Should CSEA elect to not arbitrate an issue, and a unit member then chooses to proceed to arbitration, CSEA is not liable for any costs incurred under the terms of this article.
- Any meetings necessary to effectuate the terms of this article shall be mutually calendared between the parties.

7.3 GRIEVANCE PROCEDURE

Grievances shall be filed on a form developed by the parties. Additional pages may be added if necessary (Appendix E)

7.3.1 Informal Level

Within fifteen (15) business days after the occurrence of the act, or omission giving rise to the grievance, or the date when the grievant should reasonably have been aware of the act or occurrence, the grievant shall attempt to resolve the problem by scheduling an informal conference with his/her immediate supervisor. The grievant may be accompanied by representatives of CSEA's choosing at the informal conference. The problem shall be discussed orally, including the nature of the problem, person or persons involved, and remedy sought. The immediate supervisor shall respond orally within five (5) days. If the grievant is not satisfied with the proposed resolution or if the immediate supervisor has not responded within ten (10) days, the grievant may proceed to Step One of the Formal Grievance Process.

7.3.2 Formal Level

Step One: The grievant must submit his/her grievance to their immediate supervisor in writing using the grievance form. The grievance shall contain a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article(s), section(s), that (are) alleged to have been violated, and the remedy sought. The immediate supervisor or his/her designee shall respond in writing within ten (10) days after the receipt of the grievance at Step One. If the grievant is not satisfied with the decision of the immediate supervisor, or the immediate supervisor does not respond, the grievant may within ten (10) days proceed to Step Two.

Step Two: If the grievant is not satisfied with the decision rendered at Step One, the grievant may submit/present the grievance in writing to the District Superintendent or his/her designee. The Superintendent, or his/her designee, will respond in writing within ten (10) days of receipt of said grievance. If not satisfied with the decision at Step Two, or the superintendent does not respond, the grievant may, within five (5) days from the Step Two decision being rendered, submit a request in writing to the Superintendent that the grievance be submitted to binding arbitration.

Step Three: CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, either party shall request the California State Mediation and Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining list member shall be the arbitrator. The order of the striking shall be by coin flip.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

The arbitrator shall submit his/her findings and recommendations to all parties in writing. The arbitrator's decision shall be final and binding on the parties.

ARTICLE 8

HOURS / OVERTIME / TRAININGS

8.1 WORK- WEEK/WORK-DAY

The work-week should not consist of more than forty (40) hours per week, Monday through Friday. Unit members must record the start and end time for each work-day, including the start and end time for meal periods which shall be recorded by an electronic time-tracking system. After initial implementation/set-up of time clock, the DISTRICT will provide training to unit members on the use of time clock. The DISTRICT agrees to provide reasonable time (not to exceed 1 month) for unit members to familiarize themselves with the system, and not be discipline for tardies during that time.

The length of the work-day shall be designated by the DISTRICT for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular, ascertainable minimum, number of hours.

8.1.1 Definition of terms for purposes of establishing the length of work-day, minimum number of hours and hours of work:

Fixed- predetermined, set and unvarying

Regular- consistent and continual

Ascertainable- established and verifiable

This article shall not restrict the extension of the regular work-day or work-week on an overtime basis when such is necessary to carry on the business of the DISTRICT.

8.2 EMPLOYEES WORKING WITH STUDENTS

Working hours for unit members working with students will be established at the beginning of the school year by the DISTRICT.

8.3 EMPLOYEES NOT WORKING WITH STUDENTS

Working hours for unit member not working with students will be established at the beginning of employment by the DISTRICT and may be revised at the beginning of every school year thereafter.

8.4 CHANGES TO HOURS OF WORK BASED UPON NEED

The DISTRICT may temporarily or permanently change an unit member's work-week or work-day without reduction in hours, based on student or DISTRICT need, changes to enrollment or program needs, provided written notice of change is given to unit member within five (5) days before effective date (unless notice is waived by CSEA or in the event of an emergency situation) and agreed to by the Superintendent or designee and CSEA prior to the effective date.

8.5 LUNCH PERIOD

Unit members working more than five (5) hours per workday shall be entitled to an unpaid uninterrupted duty-free lunch period of no less than thirty (30) minutes. Lunches shall not be combined, extended, or carried over.

8.6 BREAKS

For each four (4) consecutive hours worked, a unit member shall be entitled to a fifteen (15) minute paid break. For each eight (8) hour work shift, a unit member shall be entitled to two (2) fifteen (15) minute paid breaks, which include 5 minutes to get to next assignment (passing

time). Breaks will not be combined or carried over. It is the responsibility of the unit member to comply with this provision and noncompliance may subject unit members to discipline.

8.6.1 Personal business to include phone calls and texts should not be handled during scheduled work hours, except in the event of an emergency or upon prior approval of Supervisor or Administration. Unit members shall utilize their break time to conduct personal business, phone calls or texts.

8.8 OVERTIME/COMP TIME

The designation, authorization and allocation of any overtime and whether such work time shall be compensated in compensatory time or cash shall rest solely with the DISTRICT.

- 8.8.1** All overtime hours, whether permitted or suffered, shall be compensated at a rate of pay equal to time and one-half (1.5) the unit member's regular rate of pay. Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked more than eight (8) hours on a regular workday or in excess of forty (40) hours in one week. Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6th) and seventh (7th) day of the work-week. Unit members in assignments of less than four (4) hours per day/five (5) days per week will be compensated for all time worked on the seventh (7th) day of the workweek.
- 8.8.2** All overtime hours worked must be authorized in writing in advance of the performance of the work by the unit member's immediate supervisor or administration on a form provided by the DISTRICT (Appendix B). Unit members shall sign the form upon completion of the work signifying that the contents of the form, including the number of overtime hours the unit member worked, is accurate. The signed, completed form shall be submitted to the supervisor authorizing the work no later than the unit member's next regularly scheduled workday following the day on which the overtime work was performed.
- 8.8.3** Unit members are prohibited from working any overtime without the prior, consent of the immediate or upper-level Supervisor or Administration.
- 8.8.4** Compensatory time-off shall be earned and used within one year. Compensatory time off shall be requested by the unit member and shall be granted at a time mutually acceptable to the unit member and the DISTRICT so as not to impair the operations/services of the DISTRICT. All compensatory time earned that has not been requested, approved, and used by the unit member within the twelve (12) month period will be paid by the employer at the appropriate overtime rate at the employee's current rate of pay.
- 8.8.5** Under no circumstances may an employee accrue more than twenty-four (24) hours of compensatory time.

8.9 OUT OF CLASS PAY

The DISTRICT can temporarily work unit members outside of their normal duties with additional compensation provided. The compensation of duties of a position of a higher range shall not be less than 5% increase of the unit member's hourly wage or Step A of the temporarily worked classification (whichever is higher). The compensation of duties of a position of a lower range shall not be less than the unit member's current hourly wage.

8.10 CLASSROOM SUPERVISION

At the administrative discretion unit members may be asked to provide classroom supervision in the absence of a certificated employee. Compensation shall be six (\$6) per hour, in addition to regular pay. If less than one (1) hour is required, compensation will be prorated in fifteen (15) minute portions.

8.11 EXTENDED YEAR EMPLOYMENT

Classified personnel for extended year (summer school included), will be hire according to the following factors:

1. Full availability of required work dates and hours
2. Seniority within classification
3. Specific skills needed for the job
4. Individual's past performance
5. Knowledge of specific duties/activities

8.12 SUBSTITUTES

Substitute employee is defined as a person employed to replace a regular classified unit member temporarily absent from duty as per *Ed Code 45103*. Such employees may also be used to fill vacant positions after bargaining unit position has been vacated and a permanent replacement is being recruited. Substitutes will be paid in accordance with the rates established in the Classified Salary Schedule (Appendix C). Substitutes can be called in for training for a period not to exceed three (3) days.

8.13 CHILD NUTRITION DEPARTMENT

On or before March 15 of each year, staffing allocations will be made for the upcoming school year. Staffing will be based on the school meals/meal equivalents served and unique needs of the school site from September through February of the current school year. Emergency adjustments may be made to accommodate unexpected fluctuations in student participation.

8.14 CALL BACK TIME

Unit members required to return to work when they are otherwise not scheduled for duty, shall be guaranteed a minimum of two (2) hours of pay for the call back.

8.15 RIGHT TO REFUSAL

Any employee shall have the right to refuse any offer or request for overtime, call back time, or additional hours.

8.16 NON-CONTRACT DAY ASIGNMENTS

When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular school year, the work shall be offered to bargaining unit employees first. To ensure equitability non-contract day assignments shall be based upon classification for the assignment and seniority.

8.17 EXTRA ASSIGNMENTS / TRIPS / ACTIVITIES

DISTRICT will assign unit members to class fieldtrips/activities first based on assignment and second by seniority.

Bus Drivers & Custodians: rotation list by seniority shall be maintained for extra assignments assignments. Unit member with the most seniority shall have first opportunity to extra assignments, at which point the next assignment will go to the next senior employee on the list and so forth. A unit member who accepts or refuses an assignment shall rotate to the bottom of the rotation list and shall not work extra assignments until all other unit members have been offered an extra assignment.

8.18 BILINGUAL STIPEND

At the administrative discretion unit members may be asked to provide translation services. Compensation shall be six (\$6) per hour, in addition to regular pay. If less than one (1) hour is required, compensation will be prorated in fifteen (15) minute portions.

8.19 BUS DRIVER TRAINING/CERTIFICATION

Any employee who is required to hold a bus driver certification/license and who is required by the State to participate in a required course of study to be eligible for re-authorization of certificate/license, will attend training at times designated by the DISTRICT at the DISTRICT expense. The driver must receive their new license prior to the date their previous license expires.

Those drivers participating in renewal bus driver's training shall receive a \$150 stipend for no more than 10-hours of classroom (or state requirements).

ARTICLE 9

SALARY & ALLOWANCES

9.1 SALARY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the Classified Salary Schedule (Appendix B)

9.1.1

FY 21-22 one time 2.5% off schedule, for employees that are actively in paid status as of August 15th, 2022

FY 22-23 salary schedule will be restructured with lowest range/step (41/A) starting at an hourly rate of \$15.50 to meet CA state minimum wage requirements, salaries will be retroactive to July 1st, 2022.

FY 23-24 2% on schedule increase to salary schedule

9.2 LONGEVITY

The DISTRICT shall grant longevity stipend of \$1,500 at the beginning of the twenty-second (22) year of district employment and each year thereafter. The DISTRICT shall increase the longevity stipend to \$1,650 at the beginning of the twenty-fourth (24) year of district employment and each year thereafter. The DISTRICT shall increase longevity stipend to \$1,800 at the beginning of the twenty-sixth (26) year of district employment and each year thereafter. The longevity stipend shall be based on the hire date in a permanent position.

9.2 RECLASSIFICATION

Definition: The upgrading of a position to a higher classification as a result of a significant ongoing change (not temporary in nature) in the duties and responsibilities being performed by the incumbent. Changes to a new classification, new job description, or salary, are subject to negotiations with CSEA.

9.2.1 Request for reclassification may be initiated by a unit member of the bargaining unit, the Supervisor, or the Superintendent. The included form Request for Reclassification (Appendix D) is completed and submitted to the Superintendent and CSEA President.

9.2.2 The Superintendent shall review the request, conduct an investigation, as appropriate, or seek additional information from the unit member, CSEA, supervisor or others. The Superintendent shall then make a recommendation to the Governing Board to grant or deny the request in whole or part or to make adjustments to title, position description or compensation after providing a copy of the recommendation to the unit member, the CSEA President and the Supervisor. If the CSEA President of the unit member who requested reclassification is not satisfied with the recommendation, each may file a statement with the Superintendent who will attach it to the final recommendation to the Board.

9.2.3 Approved reclassification will become effective July 1st of the following year.

9.3 PROMOTIONS

Unit members must apply for any posted position by submitting their application in the employment job site system used by the DISTRICT. Unit members meeting the minimum qualifications for the job will be considered, but not guaranteed preference. If unit member is the selected candidate and promoted, the unit member shall be placed on the step of the promotional range that provides unit member with an approximate salary increase of at least five percent (5%).

ARTICLE 10

HEALTH & WELFARE BENEFITS

10.1 HEALTH & WELFARE BENEFITS

The DISTRICT will provide insurance benefits for each regular unit member who is regularly assigned to work at least six (6) hours per day.

10.1.1 The DISTRICT will honor the 80/20 agreement of the employees who were hired or had increase of hours that qualified them for HW **before** July 1st, 2021.

Employees hired or had increase of hours that qualified them for HW **after** July 1st, 2021, The DISTRICT will contribute no more than "**employee only**. Comprehensive Medical and Premier Dental/Vision and Life" (equivalent to the highest coverage level offered by the DISTRICT) coverage per employee towards the purchase of such insurance.

10.1.2 Unit members may also insure their eligible dependents at no cost to the DISTRICT pursuant to the requirements and provisions of the appropriate plan. Any amounts in excess to the maximum DISTRICT contribution shall be paid for by the unit member by monthly payroll deduction as follows:

1. Twelve (12) months employees will have their monthly contribution automatically deducted from payroll over 12-month (twelve-month) period July thru June.
2. Eleven (11) months employees will have their monthly contribution automatically deducted from payroll over 11-month (eleven-month) period August thru June.
3. Ten (10) months employees will have their monthly contribution automatically deducted from payroll over 9-month (nine-month) period September thru May.

10.1.3 In the event the DISTRICT reaches an agreement with another bargaining unit on the DISTRICT contribution towards HW, the DISTRICT agrees to extend same dollar contribution towards CSEA Chapter 829 unit members.

ARTICLE 11

LEAVES

11.1 LEAVES

It is the intention of the parties that the leaves provided in this Article shall be in accordance with the requirements of the Education Code. The specific provisions shall be interpreted and applied to provide the minimum required leaves found in the Education Code and other applicable state or federal laws.

11.2 SICK LEAVE-Ed Code 45191

- 11.2.1** A unit member employed five (5) days a week shall be granted earn twelve (12) days leave of absence for personal illness or injury exclusive of all days he/she is not required to render service to the DISTRICT, with full pay for a fiscal year of service.
- 11.2.2** A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proration of (12) days leave of absence for personal illness or injury as the number of months he/she is employed bears to twelve.
- 11.2.3** Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served the day of illness.
- 11.2.4** At the beginning of each fiscal year, on July 1st the full amount of leave granted shall be available to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of continuous paid service with the DISTRICT. If upon termination of employment, a unit member has used more leave than is accrued, a day's pay will be deducted for each such day from any payment owed to the unit member.
- 11.2.5** If a unit member 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.
- 11.2.6** A unit member who has unused leave of absence for accident or illness accumulated in another California school District, and such employment occurs within one (1) year of this previous employment, shall, upon request, be credited with the accumulated days.
- 11.2.7** Any sick leave benefits earned but unused on the date of retirement may be converted to retirement credit if appropriate and in accordance with applicable law.

11.3 VERIFICATION OF ILLNESS

Any unit member absent on account of illness or injury, upon their return to work, shall complete an absence form (provided by the DISTRICT) stating cause of absence. The Superintendent or his designee may require the unit member to provide the DISTRICT with a written verification of the illness, signed by their physician in any case in which the unit member's absence of 3 or more days or in any case in which there is reasonable suspicion that sick leave is being used for reasons other than illness. The DISTRICT may require that a unit member be examined by a medical doctor of the DISTRICT's choice and at the DISTRICT's expense in any case in which a unit member absence exceeds three (3) days, and the DISTRICT has evidence that sick leave is being used for any purpose other than illness or previously approved personal necessity. Unexcused absence or abuse of sick leave is cause for discipline under Article 6 of this Agreement.

11.4 EXTENDED ACCIDENT OR ILLNESS LEAVE Ed Code 45195-45196

Unit members absent from their duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, shall be deducted from their monthly salary the difference paid to a substitute (differential pay). Such days of differential pay shall be used after the exhaustion of all accumulated fully paid sick leave. This differential pay shall be exclusive of any other paid leave, holidays, vacation or earned compensatory time.

- 11.4.1** The extended leave provisions pertain to each illness or accident of the unit member and shall commence on the first day of absence from their duties.
- 11.4.2** The extended leave provision applies whether the accident or illness occurred on or off the job except that, if the accident or illness was suffered as a result of the job, entitlement shall commence after the sixty (60) working days of paid leave provided in paragraph 10.8 of this Article.
- 11.4.3** An extended leave shall not be considered a break in service, and shall not apply unless the unit member has completed their probationary period.
- 11.4.4** Unit members who have exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave due to non-industrial accident or illness and is unable to resume his/her duties may request additional leave to the Governing Board, paid or unpaid, not to exceed six (6) months. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered the opportunity to request additional leave, paid or unpaid. The Board may renew the leave of absence, with or without pay, for two additional six (6) month periods or lesser, but not to exceed a total of 18 months. Granting additional leaves under this section is within the sole discretion of the Governing Board.
- 11.4.5** When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, be placed on a reemployment list for a period of 39 months. When available during the 39-month period, the unit member shall be employed in the first vacancy in the classification of the unit member'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 unit member shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept the first appropriate assignment offered, shall be dismissed.

11.5 BEREAVEMENT LEAVE Ed Code 45194

Bereavement leave, without loss of pay, shall be granted up to three (3) days, five (5) days if out-of-state, in the event of death of a member of the immediate family. The immediate family is defined as spouse, children, parents, brothers, sisters, parents-in-law, sons or daughters-in-law, or grandparents, grandchildren, or any relative living in the immediate household of the employee.

11.6 PERSONAL NECESSITY Ed Code 45207

A fiscal year limit of seven (7) days of earned sick leave may be utilized in any one school year as Personal Necessity Leave only for the following reasons:

- 11.6.1** Death of an immediate family member when additional leave is required beyond that provided in section 11.5.
- 11.6.2** Accident involving unit member, property, immediate family member.
- 11.6.3** Illness, preventive care, other need of unit member's family as defined in Labor Code 245.5.

- 11.6.4** Unit member appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order.
- 11.6.5** Fire, flood, or other immediate danger to the home of the unit member.
- 11.6.6** Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care outside of working hours. The Superintendent or designee should have final discretion as to whether or not a request reflects personal necessity. (Board Policy 4261.2).
- 11.6.7** Personal necessity leave must be requested at least 24-hr in advance, except in case of the following emergencies:
1. Accident involving unit member, property, immediate family member.
 2. Death of a family member
 3. Serious illness of an immediate family member
- 11.6.8** The DISTRICT may require appropriate verification necessary to verify the reasons and/or necessary duration of the leave.
- 11.6.9** A classified employee may use up to his/her annual accrual of sick leave, in any one (1) fiscal year, for Personal Necessity, one (1) days of said Personal Necessity leave, also know as "no-tell" days, shall be eligible for anything except for employment by another entity, extension of vacation or holiday, work stoppage, or strike.

11.7 PARENTAL LEAVE Ed Code 45196.1

During each school year, a unit member may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to twelve (12) work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Board Policy 4261.1)

- 11.7.1** A unit member who has exhausted all available sick leave, including accumulated sick leave and continues to be absent on account of parental leave shall be deducted from their monthly salary the difference paid to a substitute (differential pay).
- 11.7.2** Parental leave taken shall run concurrently with the parental leave taken pursuant to Labor Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed twelve (12) work weeks in a 12-month period.

11.8 INDUSTRIAL LEAVE Ed Code 44984, 45192

An eligible unit member shall be entitled to a leave of absence for an industrial accident or illness arising in the course of their assigned duties. (Board Policy 4261.11)

- 11.8.1** For such leave, the unit member shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.
- 11.8.2** Allowable industrial accident or illness leave shall not be accumulated from year to year.
- 11.8.3** When a unit member is absent from their duties due to an industrial accident or illness:
1. The leave shall start on the first day of absence.
 2. During the period of absence, the unit member shall be paid such portion of their wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed their normal wage or salary.
 3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
 4. When the leave overlaps into the next fiscal year, the unit member is entitled to only the amount of unused leave due the unit member for the same illness or injury.

- 11.8.4** During any paid leave of absence, the unit member shall endorse to the DISTRICT any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the unit member's normal wage or salary less any appropriate deductions, including, but not limited to, unit member retirement contributions.
- 11.8.5** Absence for industrial accident or illness shall not be considered a break in service of the unit member. A unit member using such leave shall retain all status and benefits to which they would otherwise be entitled.
- 11.8.6** When available industrial accident or illness leave has been exhausted, the unit member shall be notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the unit member.
- 11.8.7** If a unit member has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of their position, unit member shall be placed on a reemployment list for a period of 39 months. If unit member becomes medically able to resume duties during the period of reemployment eligibility, unit member shall be employed in a vacant position in the class of unit member previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with seniority regulations. If the unit member is medically released to return to duty but fails to accept an appropriate assignment, unit member shall be dismissed.

11.9 JURY DUTY Ed Code 44037

The governing board of any district shall grant leave of absence to any unit member, serving in a position not requiring certification qualifications, regularly called for jury duty in the manner provided for by law. The governing board shall grant such leave with pay up to the amount of the difference between the unit member's regular earnings and any amount he receives as juror's fees.

11.9.1 District is entitled to request confirmation of jury duty.

11.9.2 If unit member is selected to serve on the jury, unit member will need to provide the DISTRICT with the daily notices that the court provides as confirmation for everyday served.

11.10 LABOR CODE 233

The amount of sick leave to be made available for the illness of a child, parent or spouse is specified as "an amount not less than the sick leave that would be accrued during six months at the unit member's current rate of entitlement" per year.

11.11 VACATION Board Policy 4261.2

All unit members will be provided paid vacations. Vacation shall not become a vested right until after completion of the initial six (6) months of service.

- 11.11.1** Unit members shall receive a monthly rate of vacation, according to years of service, for each month they are in a paid status for more than one-half of the working days of the month. The unit member's anniversary date shall be the basis for the computation of earned vacation for longevity in service.
- 11.11.2** Pay for vacation days for unit members shall be the same as that which the unit member would have received had they been in a working status.
- 11.11.3** A unit member terminating for any reason, after six (6) months of service, shall be paid for any unused vacation earned. The termination date will be the unit member's last day of service, and any unused vacation to be paid will be computed to that date. If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination

of his services, the DISTRICT shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.

- 11.11.4** If a unit member's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed, and the DISTRICT shall grant such request in accordance with vacation dates available at that time. The unit member may elect to have their vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry-over vacation to the following year.
- 11.11.5** If for any reason a unit member is not permitted to take all or any part of their annual vacation the amount not taken shall be accumulated for use in the following year.
- 11.11.6** A unit member is entitled to earn or accrue no more than thirty (30) vacation days. If unit member accrual exceeds thirty (30) days, unit member will have to take vacation days or DISTRICT will payout excess days.
- 11.11.7** When a paid holiday falls during the scheduled vacation of a unit member, such paid holiday shall not be counted as a vacation day.
- 11.11.8** Vacations shall be scheduled by the DISTRICT at times requested by unit members consistent with the best interests of the DISTRICT and within the DISTRICT's work requirements. When possible 12-month employees shall schedule by mutual agreement between the unit member and the immediate supervisor at least 10 days in advance.
- 11.11.9** A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the unit member supplies prior written notice and supporting information regarding the basis for such interruption or termination.
- 11.11.10** School term unit members shall receive accrued vacation as pay in lieu of days off work.
- 11.11.11** A full-time unit member working eight (8) hours a day accrues full number of eligible hours. Unit members working less than eight (8) hours a day accrue a proration of eligible hours.

1. 1-4 years	1 day/month
2. 5-9 years	1.25 days/month
3. 10-14 years	1.40 days/month
4. 15 + years	1.70 days/month

ARTICLE 12

HOLIDAYS

12.1 HOLIDAYS

Unit members not working on a timesheet (paid hourly), shall be paid for the holidays as listed below, 10-month employees are not eligible for Independence Day & Juneteenth holidays, 11-month employees are not eligible for Independence Day holiday, unless their contracts are extended.

INDEPENDENCE DAY

LABOR DAY

VETERAN'S DAY

THANKSGIVING

IN LIEU OF ADMISSION'S DAY

IN LIEU OF CHRISTMAS EVE

IN LIEU OF CHRISTMAS DAY

IN LIEU OF NEW YEAR'S EVE

IN LIEU OF NEW YEAR'S DAY

MARTIN LUTHER KING'S BIRTHDAY

LINCOLN'S BIRTHDAY

PRESIDENT'S DAY

GOOD FRIDAY

MEMORIAL DAY

JUNETEENTH

ARTICLE 13

LAYOFFS

13.1 REASON FOR LAYOFFS

Unit members shall be subject to layoff for lack of work and/or lack of funds.

13.2 NOTICE OF LAYOFFS

Unit members shall be given notice of layoff no later than March 15th before the upcoming school year.

13.3 ORDER OF LAYOFFS

When necessary to reduce the number of employees due to a lack of work and/or lack of funds unit members shall be laid off in reverse order of seniority within the job classification(s) of the eliminated position(s).

13.4 SENIORITY

Seniority for the purposes of layoff shall be determined by date of hire in the class to be laid off plus date of hire in all higher classes. If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made on the basis of the greater seniority in all classifications, if that being equal, then the determination shall be made by lot. The employees affected shall be invited to the drawing and a CSEA and DISTRICT representative shall be present.

13.5 BUMPING RIGHTS

A unit member laid off from their present classification may, in order to avoid layoff, bump into the next lower classification in which the unit member has greatest seniority considering unit member seniority in the lower class and any higher classes. A unit member who elects a layoff in lieu of bumping, maintains their employment rights under this Agreement.

13.6 VOLUNTARY DEMOTION OR REDUCTION OF HOURS

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

13.7 REEMPLOYMENT

Unit members who have been laid off are eligible for reemployment for a period of thirty-nine (39) months. During that time, and in accordance with their seniority, they will be reemployed in preference to new applicants. Reemployment shall be made in the reverse order of layoffs within each job classification.

13.8 RECALL

Notification of recall shall be made by personal contact or certified mail to the unit member's last known mailing address. Unit members are responsible for assuring that the DISTRICT is notified of any change of address. The unit member must indicate acceptance of the job offer within five (5) working days after receipt of the notification and arrange the time for the unit member's return to work.

13.9 TUCKER RIGHTS

If there are not employees entitled to bump into a vacancy, and an employee on the reemployment lists meets the minimum qualifications of the vacant position, said employee is entitled to that position even if he or she has never held the position previously. Being “qualified” for the position means that the employee meets the minimum qualifications of the job description.

Tucker v Grossmont Union High School District (2008) 168 Cal. App 4th 640.

ARTICLE 14

EMPLOYEE SAFETY

14.1 EMPLOYEE SAFETY

Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. DISTRICT agrees to comply with federal, state, and local law and district health and safety practices. All unit members shall maintain safe and sanitary conditions in their work areas of responsibility.

- 14.1.1** The DISTRICT shall pay the full costs of uniforms, safety equipment, identification badges, emblems and cards required by the DISTRICT be worn or used by unit employees subject to disciplinary action for non-compliance.
- 14.1.2** All unit members agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment or devices.
- 14.1.3** Unit members working in high-risk positions and/or exposed to life-threatening, contagious diseases during the performance of their duties shall be provided adequate health protection.
- 14.1.4** All unit members will report any unsafe or unsanitary condition which poses a threat to the health or safety of students and staff to their immediate supervisor.
- 14.1.5** Employees issued a radio will make sure they have them on and respond to radio communications during their working hours.
- 14.1.6** Any student who has caused, attempted to cause or threatened to cause physical injury to a unit member shall be suspended, expelled or otherwise disciplined in accordance with the DISTRICT procedures. Ed Code 48900

ARTICLE 15

CONCERTED ACTIVITIES

15.1 CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, 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 the CSEA 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.

15.1.1 The CSEA recognizes the duty and obligations of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the DISTRICT by unit members who are represented by the CSEA, the CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.

15.1.2 It is agreed and understood that any unit member 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, in DISTRICT policy, or by the Education Code from any unit member and/or the CSEA.

ARTICLE 16

NEGOTIATION PROCEDURES

16.1 NEGOTIATIONS

Not later than March of the Calendar year in which this contract expires, the DISTRICT and CSEA shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them. Either party may utilize the services of outside consultants to assist in the negotiations or to negotiate. Negotiations sessions shall be held within a reasonable period of time after receipt of a request. Negotiations should commence no later than May.

- 16.1.1** The CSEA shall designate a maximum of three (3) representatives who shall receive a reasonable amount or release time without loss of compensation to attend negotiations sessions between the parties.
- 16.1.2** Each contract year during the term of this agreement Article 9 Salary and Article 10 Health & Welfare Benefits shall be open for negotiations and in addition the CSEA and the DISTRICT may each open one other ARTICLE for negotiations. If mutually agreed, additional articles can be negotiated.

ARTICLE 17

EFFECT OF AGREEMENT

17.1 EFFECT OF AGREEMENT

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

- 17.1.1** The DISTRICT and the CSEA mutually agree that the terms and conditions set forth in the articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 17.1.2** The DISTRICT and the CSEA also mutually agree that this Agreement shall be in full settlement of all issues which were, were not, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 17.1.3** The DISTRICT has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement. Any policies and practices of the DISTRICT in conflict with or inconsistent with the specific and express terms of this agreement may be deleted by the DISTRICT. The DISTRICT may amend, change, or delete or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this agreement.

The DISTRICT and the CSEA also mutually agree that this Agreement shall be in full settlement of all issues which were, were not, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

If there is a change in federal or state law after the ratification of this Agreement which requires a specific change to any term of an existing article in order to make it consistent with a specific change in the law, either party, upon request, may initiate negotiations over the affected term upon written notice to the other party.

ARTICLE 18

CLOSURE PROVISIONS

18.1 SAVINGS CLAUSE

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. Such invalidation of part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. In the even of suspension or invalidation of any article or section of this Agreement, the parties shall meet within (30) days after such determination and negotiate a replacement for such article section.

18.2 DURATION

The term of this Agreement shall be from July 1, 2022 through June 30, 2024. The parties agree to reopen every year pursuant to the terms of this agreement.

Keila Rodriguez 8/11/22
Keila Rodriguez-Superintendent Date

Daniela Tabarez 8-11-22
Daniela Tabarez-CBO Date

Jamie Sinclair
Jamie Sinclair-Principal Date

Thomas Beeson
Thomas Beeson Date
CSEA Chapter President

Pamela Castaneda 8/11/22
Pamela Castaneda Date
CSEA Chapter VP

Dorina Cortez 08/11/2022
Dorina Cortez Date
CSEA Chapter Secretary

Roman Lopez 08/11/2022
Roman Lopez Date
CSEA Chapter Treasurer

Linda Aguiar 8/11/2022
Linda Aguiar Date
CSEA Chapter Negotiator

Daniela Vega
Daniela Vega Date
CSEA Labor Rep