

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SOUTH FORK UNION SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**AND ITS CHAPTER 558**



**July 1, 2017 - June 30, 2020**

**(Revised February 4, 2019)**

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### APPENDIX A:

#### 2018-2019 CLASSIFIED SALARY SCHEDULE

**ARTICLE I  
INTRODUCTION**

This Agreement is entered into between the South Fork Union School District of Weldon, California, hereinafter called the "District" or "Employer" and the California School Employees Association, Chapter #558, hereinafter called the "Association" or "Exclusive Representative."

## **ARTICLE II RECOGNITION**

A. The Board recognizes the Association as the sole and exclusive bargaining agent for classified employees of the District except noon duty supervisors by whatever name, and those designated as management, confidential, or supervisory by the District.

B. The Association, in turn, recognizes the District as the representative of the people and agrees to negotiate exclusively with the District under the provisions of the Rodda Act. The Association further agrees that it, its members, and agents, shall not attempt to negotiate privately or individually with any Board member or manager.

C. Except as specified above, new classifications shall be included in the bargaining unit and subject to the provisions of this Agreement. Disputed cases shall be submitted to PERB and shall not be subject to the grievance procedures contained in this contract.



### **ARTICLE III PAYROLL DEDUCTIONS**

A. The District will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the District. CSEA is responsible for obtaining and maintaining dues authorization forms for bargaining unit members.

B. The District will make dues deductions as directed by CSEA in writing. CSEA is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.

C. A bargaining unit employee on an approved paid leave of absence shall continue to have dues deducted for the term of the approved leave, except the deductions can be discontinued in accordance with CSEA requirements.

D. Withdrawal from the Association will be in accordance with CSEA bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Association.

E. The Association shall indemnify and hold the District and its officers, agents, and employees harmless from any and all claims, demands, or suits, or any other action arising from the dues deductions for bargaining unit members and/or the organizational security provisions contained in this Agreement.

## **ARTICLE IV ASSOCIATION RIGHTS**

The Association shall have the right to post notices of activities in matters of Association concern on an employee organization bulletin board, located at each school.

1. The Association shall be permitted to use employee mailboxes for communications to bargaining unit employees regarding matters with which the Association is lawfully involved.
2. A copy of items to be placed on the bulletin board and in employee's mailboxes must be provided to the Superintendent.
3. The Association shall have the right of access at reasonable times to areas in which the employees work, provided the employee is not rendering services to the District and permission is granted by the Superintendent.
4. Within 30 days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit, or at the time of employment. The District will provide each bargaining unit member with a copy of any written changes agreed to by the parties during the life of this Agreement without charge.

## **ARTICLE V EVALUATIONS**

Each bargaining unit member shall be evaluated by his/her immediate supervisor as determined by the Superintendent.

1. District will formally evaluate permanent employees at least once every other year.
2. District will formally evaluate probationary employees at least once each year, unless their prior evaluation was unsatisfactory. A probationary employee shall become a permanent regular employee at the beginning of the second year of employment.
3. Evaluations will be completed on the classified evaluation form provided by the District.
4. A copy of the bargaining unit member's performance evaluation shall be made available to the respective bargaining unit members at the time of evaluation.
5. All evaluations shall be signed and dated by the evaluator and by the bargaining unit member. By signing the form, the evaluator and the bargaining unit member certify that they have met and discussed the evaluation prior to being placed in the bargaining unit member's personnel file.
6. Unit members shall be afforded ten business days in which to respond to written evaluation at which time the written response shall be attached to the evaluation and placed in the employees personnel file.
7. Evaluations shall not be the basis for disciplinary actions.

## **ARTICLE VI PROGRESSIVE DISCIPLINE**

A. Definition: Discipline, as used in this article includes, but is not limited to, dismissal, demotion, or suspension.

B. Permanent Employees – Bargaining unit employees with permanent status shall be subject to discipline only for just cause, pursuant to this article.

C. Progressive Discipline – Procedures of Progressive Discipline are essential and shall be applied to the employee to assist the employee and thus give him/her the opportunity to improve and correct any negative behavior, unacceptable work habits or any violation of rules and regulations prior to disciplinary action. Progressive discipline may not be followed in cases of gross misconduct. Gross misconduct would include dishonesty or theft affecting the District, use or possession on duty of alcohol or illegal drugs, or conviction of a crime involving moral turpitude.

D. Causes for Disciplinary Action – The following causes shall be grounds for disciplinary action. The following shall include but not limited to:

1. Incompetence or inefficiencies in the performance of assigned duties.
2. Insubordination, a refusal to obey a legal or reasonable order of a supervisor.
3. Dishonesty or theft affecting the District.
4. Unauthorized use of District supplies, materials, facilities or other property.
5. Use or possession on duty of illegal drugs as defined by law, or use of alcohol or any sex or narcotics offense requiring mandatory suspension as specified by the Education Code.
6. Conviction of a crime involving moral turpitude.
7. Knowingly failing to disclose material facts regarding criminal convictions and any other false or misleading information on application forms and employment records concerning material matters.
8. Repeated and unexcused tardiness in reporting to work at the assigned time.
9. Unexcused absence, abuse of sick leave or absences without notification.



10. Abandonment of position, absence of five consecutive days without permission and failure to notify the District of a valid or acceptable reason for absence.
11. Failure to maintain a license that is required for the job.
12. Sexual or racial harassment and/or discrimination against a subordinate or a fellow employee.
13. Sleeping during assigned work hours.
14. Offensive or abusive conduct or language toward other employees, students, or the public.
15. Political activities engaged in by an employee during his/her assigned hours of employment.
16. Advocacy of overthrow of the Government of the United States or the State of California, by force, violence, or other unlawful means.
17. Persistent violation of the Education Code or rules, regulation, or procedures applicable to the employee.

E. Right to Representation – Permanent employees always retain the right to CSEA representation at any level of Progressive Discipline, as well as other discipline procedures.

F. Progressive Discipline Procedures – Except in those situations where an immediate suspension is justified under provision of this agreement, a permanent employee whose work or conduct is of such character as to incur discipline, the following steps will be followed:

1. Verbal warning: A verbal warning shall not be documented in the employee's personnel file.
2. Written warning: Written warnings will not be given to employees unless they have first been given a verbal warning about their alleged misconduct within the last twelve months. Written warning shall be placed in the employee's personnel file, however, the immediate supervisor will meet with the employee and mutually develop a written Performance Improvement Plan which shall set specific goals of performance and specific time periods for the improvement, including a statement by the supervisor on how the supervisor will assist the employee in attaining the performance.

3. Written reprimand notice of unsatisfactory service, placed in the employee's personnel file with a statement that next violation may result in suspension, demotion, or dismissal.

a. Written Reprimands will not be given to the employee unless they have first been given a written warning about their alleged misconduct within the last twelve months and had not adhered to the Performance Improvement Plan.

b. The employee shall be advised by the administrator/supervisor calling the meeting of the right to be represented by the association (CSEA) in any meeting relating to potential written reprimand.

c. Each employee who has been given a written reprimand shall acknowledge receipt of the original by signing a copy; however, this does not acknowledge any admission of guilt.

d. A copy of the written reprimand will be placed in the employee's personnel file and he/she will be given his/her right to attach a statement in accordance with Education Code 44031.

4. Suspension without pay will not be assessed against an employee unless he/she has first been given a written reprimand for his/her alleged misconduct, and a copy of that written reprimand was placed in his/her personnel file.

a. The employee shall be advised by the administrator/supervisor calling the meeting of the right to be represented by the association (CSEA) of any meeting relating to potential suspension without pay.

b. No suspension without pay, or dismissals, will be assessed against an employee without a written notice from the District of his/her alleged offense, and disclosure by the District of all of its evidence to support its charges. Such written notice of the disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause of the action taken and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice.

c. A notice of disciplinary action stating one or more causes or grounds for disciplinary action established by any rule, regulation, or statute in the language of the rule, regulation, or statute, is insufficient for any purpose.

d. Disciplinary action may be imposed against an employee only by Board of Education action. If an employee requests a hearing, then the

Board of Education shall take action only after a hearing officer has rendered a binding decision. The Hearing Officer shall base his or her decision on the charges as presented by the District and the principles of just cause. The Hearing Officer shall have the authority to impose the discipline proposed, modify the discipline or dismiss the charges against an employee.

e. A proceeding may be brought by, or on behalf of, the employee to restrain any further proceedings under any notice of disciplinary action in violation of this provision.

f. No disciplinary suspension without pay shall exceed ten working days.

g. An employee subject to disciplinary action shall be given, in person or by U.S. Certified mail, a notice of disciplinary action. Such notice shall state the employee's right to respond to the charges.

5. Dismissal – violations of gross misconduct may result in immediate dismissal.

G. In the event the District does not comply with the requirements of the Progressive Discipline provisions of this Article, the District may not implement or take any discipline action against an employee. If, however, the District proposes discipline against an employee involving gross misconduct, the District shall not be required to follow the provisions of this Article.



## **ARTICLE VII WORKWEEK AND WORKDAY**

A. The District shall establish the workweek of a full-time bargaining unit member as eight hours per day, 40 hours per workweek over five consecutive days, Monday through Friday. With approval of the Board, the Superintendent may adjust weekly hours to meet reasonable time demands during the school term, on school holidays, and during the summer months.

B. The Board may establish a workday of less than eight hours or a workweek of less than 40 hours for all or any classified positions subject to the provisions of the Education Code and/or the EERA.

C. The District agrees to compensate bargaining unit members at the rate of one and one-half times the bargaining unit member's regular rate for each hour of work when the Employer directs overtime in excess of the eight-hour workday or the 40-hour workweek.

D. Special trips, including but not limited to athletic events and field trips, shall be distributed and rotated as equally as is practicable among qualified bargaining unit members within the department.

1. Bus drivers who are required to remain on standby for the duration of the event for which the special trip is made shall be compensated either by their regular hourly rate of pay or compensatory time off. The Superintendent or designee shall determine the method of compensation.

2. Compensatory time off in lieu of cash compensation shall be taken at a time mutually acceptable to the District and unit member within the fiscal year during which it was earned. Any and all unused compensatory time off shall be paid in full at the appropriate rate as soon as possible after the end of the fiscal year.

3. Bus trip/bargaining unit work:

- a. Eighteen students shall be the threshold for necessitating the use of a District bus and driver.

- b. The District, at its discretion, may require a bus and driver for less than the agreed upon threshold.

- c. Trips are to be assigned on a rotating basis with seniority the initial criteria.

d. All other trips are to be driven by District bus drivers save for:

1. Pismo Beach trip
2. Camp trip
3. Mt. SAC cross country trip
4. High Country trip

**ARTICLE VIII  
ATTENDANCE INCENTIVE PROGRAM**

A. The District agrees to a no-fault attendance incentive program to improve productivity and reward employees who are at work every day.

B. The program is not designed to encourage employees who are ill to be at work.

C. An employee with perfect attendance will be awarded the following incentive:

First year	\$100.00
Second Consecutive Year	\$200.00
Third Consecutive Year	\$300.00
Fourth Consecutive Year	\$300.00
Fifth Consecutive Year	\$500.00

D. A year will be defined as the South Fork Union School District fiscal year.

E. Perfect attendance will be based on the employee's assigned year and hours.

F. An employee who works less than eight hours a day will have the incentive prorated by the percentage of hours assigned. (Example: a four hour employee with perfect attendance would receive 50% of the appropriate incentive).

G. Perfect attendance will be defined as no absences except those absences protected by law (i.e. jury duty, workers' compensation, bereavement).

H. Incentives are considered income and, as such, subject to normal taxes.

I. All awards will be presented on the opening day of the succeeding school year.

## **ARTICLE IX TRANSFERS**

- A. A voluntary transfer is a transfer initiated by a bargaining unit member.
  - 1. Any bargaining unit member may request a transfer anytime.
  - 2. All requests shall be filed in writing with the Superintendent or his designee.
- B. An involuntary transfer is a transfer initiated by the District.
  - 1. A bargaining unit member who is involuntarily transferred shall be notified prior to being transferred in order that the bargaining unit member may have an opportunity to discuss the transfer with the Superintendent or his designee.
  - 2. The District shall inform the Chapter President of its intent to involuntarily transfer a member as to provide an opportunity to negotiate its effects.
- C. Any bargaining unit member involved in a medical transfer shall be given alternate work when available. The alternate work, if available, may constitute a promotion, demotion, or transfer to a related class which shall first be discussed with the bargaining unit member and the Chapter President, or designee.
- D. All vacancies shall be posted for five days at the District office. When a new position is created or an existing position becomes vacant, the District agrees to make every reasonable effort to offer the position to the most qualified bargaining unit member.
- E. A promotion is a move to a classification with a higher pay rate.
  - 1. A promoted employee shall serve a six-month probationary period in the new classification.
  - 2. An evaluation of the employee's work performance will be given midway through the probationary period, or earlier as determined by the District.
  - 3. If the District determines that the employee has not successfully served in the new position during the probationary period, or if the employee requests to return to their prior position during the probationary period, the employee shall be returned to the prior or comparable position with the same hours and work site.



## **ARTICLE X LEAVES**

A. Bereavement Leave: Every bargaining unit member shall be granted necessary leave of absence with pay not to exceed five days, on account of death of any member of his/her immediate family, regardless of travel requirements. "Immediate" family means mother, stepmother, father, stepfather, grandmother, step-grandmother, grandfather, step-grandfather, or a grandchild, step-grandchild, of a bargaining unit member or of the spouse of a bargaining unit member; and the spouse, registered domestic partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, or sister, stepsister, of a bargaining unit member; or any relative living in the immediate household of a bargaining unit member. Any other person for whom the employee must assume major responsibilities connected with the death may be released at the discretion of the Superintendent.

B. Jury Duty: Bargaining unit members may be absent from duty to serve as jurors or court witnesses, pursuant to subpoena, without loss of pay. Fees paid the bargaining unit member for such purposes, excluding meals, travel, and parking expenses, shall be endorsed to the District.

1. Bargaining unit members, upon being served notice for jury duty from officers of the Court, must notify their immediate supervisor of such notice.

2. Bargaining unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty time prior to, or subsequent to, approving jury duty reimbursement.

C. Military Leave: A bargaining unit member shall be entitled to military leave as provided in the Military and Veterans Code.

D. Illness or Injury Leave: Every bargaining unit member employed five days a week by the District shall be entitled to 12 days of leave of absence for illness or injury with full pay for a fiscal year of service.

1. A bargaining unit member employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of 12 days of leave of absence for illness or injury as the number of months he/she is employed bears to 12.

2. A bargaining unit member who works less than eight hours a day shall receive sick leave benefits on a prorated basis as the number of hours worked bears to eight.

3. A bargaining unit member employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of

absence for illness or injury as the number of days he/she is employed per week bears to five.

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

5. If a bargaining 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.

E. Industrial Accident and Illness Leave:

1. A bargaining unit member shall be entitled to an industrial accident or illness leave of up to 60 workdays in any one fiscal year for the same accident or illness. This leave shall commence on the first day of absence and shall not be accumulated from year to year, and when any leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

2. Payment for wages lost on any day shall not, when added to an award granted the bargaining unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.

3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

4. Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her original position where practicable and without suffering any loss of employment status or benefits.

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



6. When all available leaves of absence, paid or unpaid, have been exhausted, and if the bargaining unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list establishment because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

7. Whenever possible, injuries shall be reported within 24 hours to the business office on forms provided for this purpose.

8. Whenever possible, serious accidents or accidents requiring immediate hospitalization should be reported immediately by phone to the business office.

F. Entitlement to Other Sick Leave: When a bargaining unit member is absent from his/her duties on account of illness or injury for a period of five months or less, whether or not the absence arises out of or in the course of employment of the bargaining unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall be one half his/her normal rate, less any voluntary or required payroll deductions. The five-month period shall begin after all paid leave is exhausted. No paid leave will be granted beyond this five-month period.

G. Break in Service:

1. No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

2. Time spent on an unpaid leave of absence shall not be credited for employment status or benefits but neither shall it be considered a break in service.

3. If at the conclusion of all paid or unpaid leaves of absence a permanent bargaining unit member is still unable to resume the duties of his/her position, he/she shall be placed on a reemployment list for a period of 39 months. Upon resumption of his/her duties during the 39 months, no break in service shall have occurred.

4. Whenever a bargaining unit member has voluntarily resigned and within 39 months after the date of his/her resignation is reemployed in a position of similar duties and responsibilities, employee reinstatement will be consistent with the provisions of Education Code Section 45309.



H. Personal Necessity Leave:

1. All bargaining unit members are entitled to use accumulated sick leave for personal necessity. Full-time (10-month and 12-month) employees may request to utilize up to seven days annually in case of personal necessity pursuant to the provisions of this Article. Personal necessity leaves are allowable for the following reasons:

- a. Death or serious illness of a member of the bargaining unit member's immediate family. (See definition of immediate family under Bereavement Leave.)
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family (one day).
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

2. Prior Authorization: Bargaining unit members shall make a request to take a personal necessity leave at least three days in advance of the day on which the personal necessity leave is intended to be taken, unless the necessity involved is of such a character as to make it impossible to make such request three days in advance, in which case the request shall be made as much in advance as possible. The request for such leave shall be on the form specified by the District, dated and signed by the bargaining unit member, setting forth the nature of the personal necessity involved.

3. Personal Business Leave: All bargaining members are entitled to take three days of the seven personal necessity days as personal business leave.

- a. Bargaining unit members shall make a request to take personal business leave at least three days in advance of the day on which the personal business leave is intended to be taken.
- b. Requests for more than one day of personal business leave can be taken on consecutive days.
- c. The employee shall be required to provide written request for the use of personal business leave on the form provided by the District, including a certification by the employee that the request will not be used for professional advancement, personal gain, or the participation of any withholding of services from the District. In the event the employee requests to use personal business leave on a Monday or Friday, the Superintendent shall only deny the request for good or sufficient reason.

I. Right of Return from Nonindustrial Accident or Illness: Unless he/she otherwise agrees, a bargaining unit member returning from a leave of absence shall be reinstated to an equal classification which he/she occupied at the time of the granted leave of absence. Where practicable, the bargaining unit member shall be returned to his/her original assignment vacated at the time of the leave. He/she is entitled to all previously accumulated sick leave and vacation, but will not be granted accumulated sick leave or vacation for the period of his/her absence except as provided by law. District fringe benefits are forfeited during any unpaid leave of absence unless fully paid in advance by the bargaining unit member for the total period of the leave.

J. Parental Leave: Beginning January 1, 2017, employees may be eligible for additional parental leave in accordance with Education Code Section 45196.1.

## **ARTICLE XI SALARIES**

A. 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 in Appendix A. For the 2018-2019 school year, the 2017-2018 salary schedule shall be increased by two percent (2%). A copy of the 2018-2019 salary schedule is attached as Appendix A.

B. Step and column movements and longevity increments for all bargaining unit members shall be contingent upon receiving a satisfactory performance evaluation every time one is due. Before a bargaining unit member is denied step or column movement or longevity increments, the member shall be given the following, in writing, at least 60 schooldays before their final evaluation:

1. The opportunity to meet with the bargaining unit member's supervisor.
2. Specific areas which need improvement.
3. Suggestions for improvement.

C. A bargaining unit member shall receive longevity pay, in addition to regular salary, on the following basis effective on the anniversary date of their employment:

1. After completion of six to 10 continuous years of service -- \$.32 per hour.
2. After completion of 11 to 15 continuous years of service -- \$.53 per hour.
3. After completion of 16 to 20 continuous years of service -- \$.63 per hour.
4. After completion of 21 and over continuous years of service -- \$.74 per hour.

The above hourly increments for longevity shall increase by the same percentage as on-schedule salary schedule increases.

D. The District will pay an off schedule five percent base salary honorarium at five year intervals commencing at 20 years through 30 years of service.

- 20 years – 5 percent
- 25 years – 5 percent
- 30 years – 5 percent

This honorarium is to run parallel and in addition to the existing longevity schedule.

E. Seniority shall be determined by the date of hire, which is the first date of paid service in the classification.

F. The hourly rates shown on the salary schedule shall be no less than minimum wage. The increase of an hourly rate to comply with minimum wage shall not affect any other hourly rate.



## **ARTICLE XII HEALTH AND WELFARE BENEFITS**

- A. The District shall offer three PPO plans.
1. Plan 1- Plan 90 A/\$10 Co-pay/Rx\$5-\$20
  2. Plan 2- Plan 80 E/\$30 Co-pay/Rx \$9-\$35
  3. Plan 3- Plan 80 G/\$30 Co-pay/Rx\$15/\$200/\$50
- B. The District shall offer dental insurance (Delta Dental Incentive - \$1,000 maximum) for each eligible bargaining unit member, and any eligible dependent(s), who was receiving the full District contribution on the ratification date of this Agreement. The District shall cover the cost of Orthodontic Benefit for Adult and Dependent Children coverage with a \$3,000 annual maximum.
- C. The District shall offer vision insurance (\$10 deductible) for each eligible bargaining unit member who was receiving the full District contribution on the ratification date of this Agreement.
- D. The District shall offer life insurance (accidental life) for each eligible bargaining unit member working a minimum of 20 hours per week.
- E. Me-Too Provision. The District agrees to adjust the health and welfare benefits cap by the same percentage as other District bargaining units for the term of this Agreement.
- F. The District and the Association understand and agree that the annual District contribution for insurance benefits specified under this Article for the 2018-2019 benefit plan year is \$15,050.40. Any premium costs for medical, prescription drug card, behavioral health, dental, and vision that occurs after September 30, 2019, shall be paid by the employee unless mutually agreed otherwise during negotiations.
- G. The District shall be entitled to select the provider(s) and coverage(s) of the above-specified benefits. There shall be no change in provider and/or coverage(s) for the specified benefits without prior notice to the Association and an opportunity to negotiate if a change of provider and/or coverage is proposed by the District.
- H. No in-lieu payments or contributions to other District insurance programs shall be made for employees who do not elect to be covered under the provisions of paragraph A of this Article.
- I. To be eligible for the District paid cap for medical, prescription drug card, behavioral health, dental, and vision, a bargaining unit member must be employed as a full-time classified employee working eight hours per day, 40 hours per week, and be

eligible to receive other benefits provided under the provisions of this Article. This is a dollar amount contribution for medical, dental, vision, and life insurance.

J. The District shall provide a cap of \$15,050.40 for medical benefits only for retirees as provided in paragraph A of this Article, for those bargaining unit members who retire, provided the bargaining unit member retires after the age of 55 and has met the following conditions:

1. The bargaining unit member was continuously employed by the District for 15 years immediately prior to retirement.
2. The bargaining unit member is actually drawing retirement benefits from the Public Employees' Retirement System; and
3. The bargaining unit member was eligible for medical insurance while employed by the District.

K. The District shall provide a cap of \$15,050.40 for medical benefits for no more than five years or until the retiree reaches 65 years of age, whichever occurs first.

L. Bargaining unit members who work less than full time, 12 months per year, in their final year of employment shall have the benefits of paragraph A prorated in accordance with the provisions of this Agreement.

### ARTICLE XIII VACATIONS AND HOLIDAYS

A. The Board shall grant full-time 12-month bargaining unit members an annual vacation at the regular rate of pay on the following basis:

1. Ten workdays of vacation each year the first five years of employment.
2. Fifteen workdays of vacation after the fifth year.
3. Fifteen workdays of paid vacation leave and five days of vacation pay after the tenth year. The vacation pay shall be paid in June or prorated and paid at the time of termination.
4. Fifteen workdays of paid vacation leave and ten days of vacation pay after the fifteenth year. The vacation pay shall be paid in June or prorated and paid at the time of termination.
5. Vacation time shall be prorated for bargaining unit employees whose workday is less than eight hours a day, five days a week.

B. All bargaining unit employees working less than 12 months shall take their vacations at the time the students are on vacation. All employees working less than 12 months shall have their vacation and holiday pay incorporated into their regular salary warrants.

C. Earned vacation shall not become a vested right until completion of the initial six months of employment. Vacation may, with the approval of the District, be taken at any time during the school year.

D. The District shall grant all bargaining unit members 12 holidays at the regular rate of pay in addition to vacation. Twelve-month, full-time bargaining unit members shall receive an additional holiday at the regular rate of pay.

E. The District agrees to provide all bargaining unit members with the following paid holidays:

Labor Day	September
Admission Day (or day in lieu of)	September
Veterans Day	November
Thanksgiving Day	November
Day after Thanksgiving	November (effective 2005-2006 and onward)
Christmas Day	December
New Year's Day	January
Martin Luther King Day	January
Lincoln's Day	February



Washington's Day  
Friday of Spring Recess  
Memorial Day  
Independence Day

February  
April  
May  
July (12-month employees only)

F. When a holiday falls on a Sunday, the succeeding workday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding workday shall be deemed the holiday. For those bargaining unit members whose regular workweek is other than Monday through Friday, holidays falling on the regular days off will be treated in such a way that they are not penalized by loss of paid holidays.

G. Bargaining unit members who are normally assigned to duty during Christmas recess shall be paid for the last workday before Christmas Day, the last workday before New Year's Day, and New Year's Day, provided that they are in paid status during some portion of the workday of their normal assignment immediately preceding or succeeding the recess period.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

- A. A "grievance" shall mean an allegation that there has been a violation of an express provision(s) of this Agreement. The Exclusive Representative agrees that this procedure shall be the sole means of adjudicating alleged violations of this Agreement and no other forum shall be utilized prior to completion of this procedure. No issues outside this Agreement may be subject to the grievance procedure.
- B. A "grievant" shall mean a bargaining unit member or the association who is covered by the terms of this Agreement and who files a grievance.
- C. A "day" shall mean a day when the District office is normally open for business.
- D. An "immediate supervisor" is the administrator or designee having immediate jurisdiction over a bargaining unit member.
- E. A bargaining unit member may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative.
- F. The bargaining unit member and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meeting or appointments are mutually scheduled by the Employer and the Exclusive Representative.
- G. At all levels of the grievance procedure, the bargaining unit member shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.
- H. Time limits may be extended or shortened by written mutual agreement of the bargaining unit member and the Employer.
1. Failure of the bargaining unit member or the Exclusive Representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.
  2. Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative.
- I. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

1. No new information, statements, or charges may be introduced by the bargaining unit member in any level. The issue shall be determined on the basis of one, and only one, set of facts and allegations.

2. Once a grievance has been resolved, or a final decision rendered, the bargaining unit member shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

J. No reprisal will be taken by either party against any participant in the grievance procedure. All written materials pertinent to a grievance except decisions which affect the bargaining unit member's employment status shall be filed separately from the personnel file of the bargaining unit member or any participant.

K. Until final disposition of the grievance takes place, the bargaining unit member shall conform to the original direction of the Employer.

#### Informal - Level One

L. A bargaining unit member who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor after filing a meeting request form within ten days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within two days of the meeting.

#### Formal - Level Two

M. Within ten days of the informal meeting, the bargaining unit member shall file a grievance form with the immediate supervisor.

1. The grievance shall contain the following minimum information:
  - a. The bargaining unit member's name.
  - b. The date of the filing.
  - c. The date of the alleged violation.
  - d. The specific article(s) and/or section(s) of the Agreement which are claimed to have been violated.
  - e. Brief description of the alleged violation.
  - f. Brief synopsis of the informal conference.
  - g. The specific relief requested.



### Formal - Level Three

N. In the event the grievance is denied at Level Two, a Level Three grievance form shall be filed with the Superintendent or designated representative within ten days of the issuance of the Level Two denial or the deadline for the Level Two decision.

1. The filing shall contain all materials utilized in the prior level, including decisions rendered, if any, and a specific and concise statement of the reason for the Level Three filing.
2. The Superintendent or designated representative shall meet with the bargaining unit member within ten days of receipt of the grievance.
3. Within ten days of the meeting specified in paragraph 2 above, the Superintendent or designee shall transmit a written decision to the bargaining unit member.

### Formal - Level Four

O. If the grievance is not resolved at Formal Level Three, the grievant may appeal the decision of the Superintendent to the Governing Board. The filing of the appeal shall contain all materials utilized in the prior level. The Governing Board shall schedule the matter for a hearing to be held within 30 days after the receipt of the appeal. Within 15 days after the hearing, the Governing Board shall give its decision in writing to the grievant and the Association, which shall be final. The grievant shall not have deemed to have waived his/her right to judicial review in the use of this procedure.

## **ARTICLE XV CONCLUSION**

### Completion of Negotiations

A. This Agreement and any appendix or addendum attached hereto represents complete collective bargaining and full agreement by the parties in respect to the mandatory subjects of bargaining enumerated in the Act which shall prevail during the term hereof. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. The Exclusive Representative understands and agrees that, as to all matters not covered by this Agreement, there shall be no obligation on the part of the Employer to meet and negotiate during the term of this Agreement.

### Past Practice

B. The specific provisions of this Agreement shall prevail over any past practice or procedure of the Employer. When references are made to statutes (e.g., Education Code), such references are informational only and do not subject the provision of such statutes to the grievance processes of this Agreement.

### Management Retained Rights

C. It is agreed and understood that the District retains the rights, powers, prerogatives; privileges, duties, and authority vested in it by the state and federal laws and regulations and District policies to manage, control, and direct the operations and affairs of the District. For purposes of illustration only and not for purposes of limitation, these rights include, without limiting the generality of the foregoing, the rights to:

1. The executive management organization and administrative control of the District, its properties, and facilities;
2. Determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
3. Direct the work of its employees and bargaining unit members;
4. Hire all employees and bargaining unit members; determine their qualifications and the condition for their continued employment; discipline, dismiss, demote, promote, assign, and transfer all such employees and bargaining unit members;
5. Establish educational policies, goals, and objectives;
6. Insure the rights and educational opportunities of students.

7. Establish budget procedures and determine budgetary allocations; and
8. Determine methods of raising revenue.

D. The exercise of the foregoing rights, powers, prerogatives, privileges, duties, and authority by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

#### Severability

E. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

#### Continuation of Economic Benefits

F. Upon execution of this Agreement, or of any interim salary or fringe benefit payment article, bargaining unit members who are reemployed for the following year shall be paid the same salary as for the final (or interim) year of the Agreement, until such time as a new Agreement is ratified by the parties or the duty to bargain has been completed. Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this paragraph.

#### Work Continuation

G. It is agreed and understood that strikes, work stoppages, "sick-ins," slow-downs, picketing in furtherance of a strike, work stoppage, etc., and the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the letter and spirit of this Agreement. The Exclusive Representative agrees that neither it, nor its members, nor nonaffiliated bargaining unit members, shall encourage, condone, participate in, or otherwise support any such strike, work stoppage, etc., and failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties.

1. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance of this Agreement. In the event of any strike, work stoppage, or other interference with the operation of the District, the Exclusive Representative agrees that it will publicly disclaim the activity and take such other steps as deemed necessary to cause participating employees to cease their activity.

2. It is understood that should this Article be violated, the District shall be entitled unilaterally to terminate any and all provisions of this Agreement relating to the Exclusive Representative. Further, the District may, at its sole option, withdraw any rights, privileges, or services provided for this Agreement from any



bargaining unit members, and impose penalties up to and including dismissal for participating in the proscribed activities.

#### Duration of Agreement

H. This Agreement shall be in full force and effective from the date of ratification by the parties to June 30, 2020. If a new agreement has not been reached by that date, the provisions of this Contract will continue to be in effect until a new agreement has been reached by both parties. Notice of this reopening shall be given by the Association to the Board at its first public session in March of the year that this Agreement expires. This notice shall activate public notice requirements of the Public Employment Relations Act as they apply to this reopening.

1. The parties recognize the possibility that the District's ability to meet certain obligations set forth in this Agreement may be impaired or restricted or limited by statutory or constitutional changes whose effects would reduce state and/or local income.

a. Should the District determine that such a situation has occurred and take actions to implement modification of any provisions of this Agreement, it shall notify the Exclusive Representative, by Certified Mail.

b. The Exclusive Representative shall have the right to negotiate the effect of such a modification only if it served written notice to the District within five days of notice from the District.

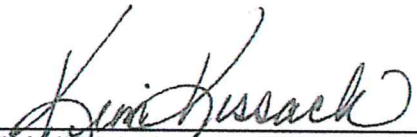
2. The parties agree that reopeners will be Article XI (Salaries), Article XII (Health and Welfare Benefits), and two additional articles for each party for the 2018-2019 and 2019-2020 school years.



**RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are an authorized representative of either the District or the Exclusive Representative as the contracting party and that all actions necessary for the District or Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law.

SOUTH FORK UNION  
SCHOOL DISTRICT

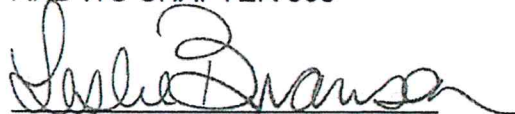
  
KIM KISSACK-VILLANI,  
District Superintendent

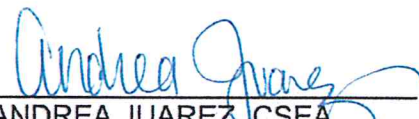
  
WILLIAM D. CREIGHTON  
President, Board of Trustees

  
ERIC HAFENFELD  
Clerk, Board of Trustees

Dated: 4-11-19

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
AND ITS CHAPTER 558

  
LESLIE BRANSON,  
CSEA President

  
ANDREA JUAREZ, CSEA  
Labor Relations Representative

Dated: 4/12/2019



# South Fork Union School District

2018-2019 School Year (2% Increase)

[illegible]

**RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are an authorized representative of either the District or the Exclusive Representative as the contracting party and that all actions necessary for the District or Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law.

SOUTH FORK UNION  
SCHOOL DISTRICT

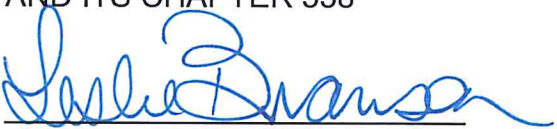
  
\_\_\_\_\_  
KIM KISSACK-VILLANI,  
District Superintendent

  
\_\_\_\_\_  
WILLIAM D. CREIGHTON  
President, Board of Trustees

  
\_\_\_\_\_  
ERIC HAFENFELD  
Clerk, Board of Trustees

Dated: 4-11-19

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
AND ITS CHAPTER 558

  
\_\_\_\_\_  
LESLIE BRANSON,  
CSEA President

\_\_\_\_\_  
ANDREA JUAREZ, CSEA  
Labor Relations Representative

Dated: \_\_\_\_\_