#### AGREEMENT BETWEEN

#### SCOTT VALLEY UNIFIED SCHOOL DISTRICT

### AND THE

### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

#### **AND ITS**

**CHAPTER #859** 

**JULY 1, 2014 – JUNE 30, 2017** 

**CSEA ratified October 8, 2014** 

**Board ratified October 15, 2014** 

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ARTICLE 1.	AGREEMENT
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- This is an Agreement made and entered into this 24th day of September, 2014 by and between the Scott Valley Unified School District, (hereinafter referred to as "District") and the California School Employees Association (CSEA), and its Chapter 859 (hereinafter referred to as "Association").
  - 1.2 Origination of the Agreement between Scott Valley Unified School District and the California School Employees Association and its Chapter #859: Initial agreement entered into February 4, 2008 and was effective November 1, 2007.

ANTICLE 2. RECOGNITION	ARTICLE 2.	RECOGNITION
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The District recognizes the Association as the exclusive representative for that unit of classified employees certified by the Public Employment Relations Board on September 13, 2007. Substitute, short term, yard aides, consultants, supervisory, and managerial employees are <u>not</u> members of the bargaining unit

and are not eligible for benefits defined in this Agreement.

2.2 This Agreement applies only to District classified employees included in said representation unit.

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### **ARTICLE 3. DISTRICT RIGHTS**

- 3 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- The District's exercise of its power, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
  - 3.3 It is also agreed and understood that no grievance shall be filed on the basis of an alleged violation of this Article.
- 3.4 All matters not specifically enumerated as within the scope of negotiations in
  Government Code Section 3500 are reserved to the District.

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# ARTICLE 4. ORGANIZATIONAL SECURITY

4.1	Member	rship
	4.1.1	CSEA shall have the sole and exclusive right to have employee
		organization membership dues and service fees deducted by the
		District for employees in the classified bargaining unit.
	4.1.2	<u>Current Employees</u> – Unit members who are members of CSEA
		during the term of this agreement shall maintain their membership for
		the term of this Agreement.
		4.1.2.1 Unit members who are not members of CSEA prior to the
		ratification of this agreement shall not be required to pay a
		service fee or membership dues. If the unit member
		subsequently elects to voluntarily submit an appropriate
		written authorization for the deduction of membership dues,
		the unit member shall maintain their membership for the
		term of this Agreement.
	4.1.3	New Employees – Employees who are hired after the date of
		ratification shall have thirty (30) calendar days to either:
		1) Become a member of CSEA, or
		2) Pay the appropriate service fee in accordance with the CSEA dues
		schedule, or
		3) Qualify for religious exemption.
		4.1.2.1 In the event a unit member does not voluntarily become a
		CSEA member within thirty (30) calendar
		days after the employee first comes into
		the bargaining unit, the District shall
		automatically initiate payroll deduction of
		service fee amounts that do not exceed the
		periodic dues of CSEA.
	4.1	4.1.2

1		4.1.2.2 No employee shall be obligated to pay dues or service fees to
2		CSEA until the first month following thirty (30) calendar
3		days after the employee first comes into the bargaining unit.
4	4.2 <b>DUES</b>	
5	The District s	hall deduct from the pay of Association members and pay to the
6	Association th	he normal and regular monthly Association membership dues, as
7	voluntarily au	thorized in writing by the employee on the District form, subject to the
8	following cor	aditions:
9	4.2.1	Such deduction shall be made only upon submission of the District
10		form to the designated representative of the District, duly completed
11		and executed by the employee.
12	4.2.2	The District shall not be obliged to put into effect any new or
13		discontinued deductions pursuant to the terms of this Article until the
14		pay period commencing fifteen (15) days or more after such
15		submission.
16		

# ARTICLE 5. EVALUATIONS - PROBATIONARY & PERMANENT

### **EMPLOYEES**

4	5.1	Procedur	res
5		5.1.1	<u>Probationary</u> Each probationary status unit member shall receive a
6			written work performance evaluation by the immediate supervisor not
7			less than twice during the probationary period, which shall be nine (9)
8			months.
9		5.1.2	Permanent Each permanent status unit member shall receive a
10			written work performance evaluation by the immediate supervisor at
11			least once each year until employed three (3) years. Once permanent
12			status unit member has been employed three (3) years then the written
13			work performance evaluation by the immediate supervisor shall be
14			every other year unless the unit member receives an unsatisfactory
15			evaluation then the evaluation shall be given every year until the unit
16			member receives a satisfactory evaluation.
17		5.1.3	The immediate supervisor shall discuss each written evaluation with
18			the unit member and shall provide the unit member with a copy.
19		5.1.4	Any negative written performance evaluation shall include
20			recommendations for improvement in cited deficiencies.
21		5.1.5	The unit member shall have the right to respond to negative written
22			performance evaluations in accordance with Section 5.2.3,
23			Derogatory Materials.
24	5.2	Employe	e Personnel Files
25		5.2.1	Employee Inspection of Files
26			A unit member may inspect material in his/her personnel file which
27			may serve as a basis for affecting the status of his/her employment,
28			except materials which:
29			5.2.1.1 Are obtained prior to his/her employment;

1		5.2.1.2	Were prepared by identifiable examination committee
2			members; or
3		5.2.1.3	Were obtained in connection with a promotional
4			examination.
5	5.2.2	When Files	s May Be Inspected
6		A unit men	nber may inspect such material in his/her personnel file,
7		with the ex	ception of the above specified items, during the normal
8		business ho	ours of the District Office at times other than when the unit
9		member is	required to render service. Such inspection shall take
10		place under	r the supervision of a District administrator or designee.
11	5.2.3	Derogatory	<u>Materials</u>
12		No materia	ls of a derogatory nature, except the above specified items,
13		may be pla	ced in an employee's personnel file without allowing the
14		unit membe	er an opportunity (during a ten (10) day working period) to
15		review and	comment thereon. A unit member shall have the right to
16		enter, and h	nave attached to any such derogatory statement, his/her
17		own comm	ents thereon. The review and comment upon materials of
18		a derogator	ry nature shall take place during the normal business hours
19		of the Distr	rict Office, and at times when the unit member can be
20		spared from	n duty, as determined by the Supervisor. The unit member
21		shall submi	it a request in advance to the Supervisor to leave the
22		normal plac	ce of work during assigned duty times for such review and
23		comment.	
24	5.2.4	Dating of F	<u>Files</u>
25		All materia	al placed in an employee's personnel file shall be dated and
26		signed by t	he contributor.
27	5.2.5	Where File	s Are Kept
28		The officia	l personnel file of each unit member as referred to in this
29		section sha	ll be kept in the District Office.
30			

6.1	Access	to Work Areas
	The Ass	sociation shall have the right of access to areas in which unit members'
	work, s	ubject to the following procedures and conditions:
	6.1.1	All Association business, discussion, and activities shall be conducted
		by unit members and Association officials outside of unit members'
		assigned duty times, and in such a way which will not interfere with
		school programs.
	6.1.2	Unit members shall have the right to refrain from listening or
		speaking with Association representatives.
	6.1.3	Association representatives shall notify the Superintendent or
		designee in advance of the time, place, and nature of Association
		business.
	6.1.4	Association representatives who are not employed by the District
		shall also follow District procedures prior to visiting the school
		campus.
6.2	Use of 1	District Facilities
	The Ass	sociation may use District facilities, when not otherwise in use, for the
	purpose	e of meetings concerned with the exercise of rights guaranteed by the
	Educati	onal Employment Relations Act. District policies regulating the use of
	facilitie	s must be followed.
6.3	District	t Mail Boxes/Bulletin Boards
	The Ass	sociation may use the school mailboxes and bulletin board spaces (at least
	two of v	which shall be designated by the Superintendent or designee in places
	where u	unit members work) and e-mail subject to the following conditions:
	6.3.1	All postings for bulletin boards or items for school mailboxes must
		contain the date of posting or distribution and the identification of the
		organization, together with an authorization by an Association officer
		that such material is an official Association publication;
	6.2	The Ass work, s 6.1.1  6.1.2  6.1.3  6.1.4  6.2 Use of 1 The Ass purpose Educati facilitie  6.3 District The Ass two of s where u

1		6.3.2	At the time of posting or distribution of copy of such material must be
2			provided to the Superintendent or designee;
3		6.3.3	The Association shall not post or distribute information which is
4			defamatory of the District or its personnel or for the purpose of
5			political campaigning.
6	6.4	Inspection	on of Personnel Files
7		When ex	ercising the duty of representation, a representative of the Association,
8		upon wri	tten authorization of the unit member, shall be permitted to inspect
9		materials	in such employee's personnel file, subject to the procedures of Article
10		5, Section	ns 5.2.1 and 5.2.2.
11			

### ARTICLE 7. HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

3	7.1	Workwe	eek and Workday
4		7.1.1	Full-time Employment
5			Full-time employment within this representation unit consists of a
6			forty (40) hour workweek rendered in units of eight (8) hours per day,
7			180 days or more per year. The workweek shall consist of up to five
8			(5) consecutive workdays during the period of Monday through
9			Friday for all unit members rendering service averaging four (4) hours
10			or more per day during the workweek. This provision shall not apply
11			to unit members who agree to work a week of other than Monday
12			through Friday, security classifications, those unit members hired for
13			a workweek of other than Monday through Friday, the unit members
14			temporarily assigned [not to exceed twenty (20) work days] to a work
15			week of other than Monday through Friday in order to meet
16			emergencies. In the event of such an emergency assignment, all
17			Saturday and Sunday work shall be compensated at the overtime rate.
18			Any additional exceptions shall be negotiated upon request of the
19			District.
20		7.1.2	Work Day
21			The workday for all unit members shall be established and regularly
22			fixed by the District.
23		7.1.3	Extension of Work Day/Week
24			The District retains the right to extend the regular workday or work
25			week of unit members when it deems it necessary to carry out the
26			District's business.
27		7.1.4	Work In Excess of Assignment
28			A part-time unit member who is assigned to work a minimum of
29			thirty (30) minutes per day in excess of his/her regular assignment for
30			a period of twenty (20) consecutive work days or more shall have the

basic assignment changed to reflect the longer hours for the purpose 1 2 of fringe benefit proration. 3 7.2 **Meal Period** 4 A non-compensated meal period between thirty (30) and sixty (60) minutes shall 5 be provided all unit members who render service of at least six (6) consecutive 6 hours. The length of the meal period shall be determined by the Supervisor. The 7 Supervisor shall assign the meal period to be taken as soon after the conclusion 8 of four (4) hours of service as possible. The Supervisor may modify the length of 9 the meal period, with the agreement of the unit member, any time during the 10 work year with a corresponding modification in the beginning or ending time of 11 the work day of the unit member, in order to reflect the increased or decreased 12 time of the meal period. Once the unit member's work schedule has been set, 13 such modification in meal period shall not happen more that once during a school 14 year. The meal period shall be uninterrupted except in the event of an emergency. 7.3 **Rest Period** 15 16 A fifteen (15) minute compensated rest period shall be provided to unit members 17 for each four (4) hour period of service. This rest period shall be taken at the 18 direction of the Supervisor at or near the mid-point of each four (4) hour period 19 of service. Unit members who work at least six (6) hours but less than eight (8) 20 hours in a day shall be entitled to two (2) fifteen-minute compensated rest 21 periods, to be taken as scheduled by the Supervisor. 22 7.4 **Overtime Compensation** 23 7.4.1 Definition 24 Overtime compensation shall be provided to unit members who are 25 directed by their immediate Supervisor to work in excess of eight (8) 26 hours in any one day or in excess of forty (40) hours in any 27 workweek. 28 7.4.2 Twenty Hour/Plus Work Week 29 Unit members directed and authorized by the immediate Supervisor, 30 and who provide service to the District for five (5) consecutive work

1		days averaging four (4) hours or more per day, shall be provided
2		overtime compensation on the sixth (6 <sup>th</sup> ) and seventh (7 <sup>th</sup> ) day
3		following the commencement of the work week.
4	7.4.3	Less Than Twenty Hour Work Week
5		Unit members directed and authorized by the immediate Supervisor,
6		and whose average workday is less than four (4) hours shall be
7		provided overtime compensation on the seventh (7 <sup>th</sup> ) day following
8		the commencement of the workweek.
9	7.4.4	Computing Number of Hours Worked
10		For the purpose of computing the number of hours worked, time
11		during which a unit member is excused from work because of
12		holidays, sick leave, vacation, compensatory time off, or other paid
13		leave of absence shall be considered as time worked by the unit
14		member.
15	7.4.5	Rate of Compensation/Comp. Time
16		As determined by the District, the unit member shall be compensated
17		equal to time and one-half of the unit member's regular rate of pay or
18		shall receive compensatory time off at time and one-half of the unit
19		member's regular hours of pay.
20	7.4.6	When Comp. Time Is To Be Used
21		Unit members authorized by the District to take compensatory time
22		off in lieu of cash compensation for authorized overtime shall take the
23		compensatory time off, as approved by the District, within six (6)
24		calendar months following the month the overtime service was
25		rendered or will be paid at the end of the fiscal year, at the discretion
26		of the District.
27	7.4.7	Minimum Extra Assigned Hours
28		A unit member assigned to work by the immediate Supervisor on a
29		work day, after normal working hours or on a day not scheduled to be
30		worked shall receive at least two (2) hours of work at the appropriate
31		rate of pay. This provision shall not apply to any unit member who is
32		assigned, prior to leaving work, to work beyond the normal workday.

1		7.4.8	Work On Holidays
2			Unit members assigned by the District to work on one of the holidays
3			(pursuant to Section 9.1) shall be paid or given compensating time off
4			for such work (pursuant to Sections 7.4.5 and 7.4.6 above), in
5			addition to the regular rate of pay, at one and one-half times the
6			regular rate of pay. (see 9.6)
7		7.4.9	Emergency Assignment
8			In the event of an emergency assignment (pursuant to Article7,
9			Section 7.1), all Saturday and Sunday work shall be compensated at
10			the overtime rate, unless specified in 7.4.3.
11	7.5	Definition	1
12		7.5.1	Emergency
13			For the purpose of this article, an "emergency" is defined as an event
14			which potentially involves injury to a person or damage to property.
15			

## **ARTICLE 8. COMPENSATION**

2	8.1	Wages		
3		Unless	otherwise not	ted, unit members shall be paid wages as provided in
4		Append	lix "A", Salar	ry Schedule, effective the first working day of the month
5		after thi	is Agreement	is signed by both parties.
6				
7		8.1.1		er Stand-By Rate:
8				er's regular rate shall apply to non-driving time during field
9			trips.	
10			8.1.2.1	For overnight field trips, drivers shall not be paid for the
11				required eight (8) hours of sleeping time.
12			8.1.2.2	The driver shall be responsible to provide adequate
13				security of their bus, consistent with the directives of the
14				District.
15				
16		8.1.2	Substitute	e Rate
17			8.1.2.1	If a unit member is directed to work out of a
18				classification that is at a lower or higher range than
19				his/her own, he/she will be paid on Step #1 of that range
20				or their current hourly salary, which ever is higher,
21				effective from the first day of work.
22			8.1.2.2	If a unit member volunteers to work out of a
23				classification that is in a higher rate that his/her own,
24				he/she will be paid on Step #1 of that range or their own
25				hourly salary, which ever is higher, effective from the
26				first day of work.
27			8.1.2.3	If a unit member volunteers work out of a classification
28				that is in a lower range than his/her own, he/she will be
29				paid at Step #1 of the lower range in which he/she is

1				voluntarily substituting, effective from the first day of
2				work.
3		8.1.3	Salary Ste	p Advancement
4			8.1.3.1	A unit member who is promoted to a classification in a
5				higher salary range shall be placed on the step of the new
6				salary range which is next above the step on the previous
7				range. Unit members shall advance one step on the salary
8				schedule of their classification, annually, on July 1 of
9				each school year if they were employed by the District at
10				least six (6) months, in the same classification. If the
11				employment is less than six (6) months, than the next
12				step advancement will happen on the second July 1 after
13				their first day of employment. This also applies to
14				promotions to a higher classification.
15			8.1.3.2	A unit member employed in a position as a preschool
16				teacher shall have range placement and advancement
17				based on the teacher permit as issued by the California
18				Commission on Teacher Credentialing (CTC). Once the
19				higher permit is obtained, the preschool teacher may
20				advance to the corresponding range on the salary
21				schedule up to and including "preschool master teacher".
22				The unit member must be employed in the preschool site
23				supervisor position to be placed on that range. A unit
24				member obtaining the preschool site supervisor permit
25				from CTC does not automatically advance the unit
26				member to that range on the classified salary schedule.
27	8.2	Insuran	ce Benefits	
28		8.2.1	Who Qual	ifies
29		. <del>-</del>		bers who are normally assigned to work at least twenty (20)
30			hours per	week shall be entitled to receive medical, dental and vision

1		coverage under the negotiated plan(s) for unit members and covered
2		dependents.
3		8.2.1.1 Enrollment in the above plans shall be pursuant to
4		procedures established by the carrier.
5	8.2.2	Part Time Employees
6		Not withstanding the above section 8.2.1, part-time employees who
7		are regularly assigned to work at least twenty (20) hours per week are
8		eligible to receive a pro-rated monthly District insurance contribution
9		subject to carrier approval. The prorated contribution shall be based
10		on the regularly assigned work hours per day as compared to full time
11		employment (Article 7.1.1).
12	8.2.3	Tax Sheltered Annuity
13		A part-time employee eligible to receive a prorated District
14		contribution for the medical insurance plan (pursuant to section 8.2.2
15		above) who declines all District premium contributions shall be
16		eligible for a District contribution of \$100 per month to be applied
17		toward a tax sheltered annuity. The application of the District
18		contribution to a tax-sheltered annuity shall be consistent with
19		policies and regulations of the office of the Siskiyou County
20		Superintendent of Schools. This provision shall also be consistent
21		with procedures established by the health insurance carrier.
22	8.2.4	Premium Costs
23		It is specifically agreed and understood that premium costs for the
24		insurance plans are an integral part of the total compensation package.
25		The maximum District premium contribution for the above stated
26		insurance coverage shall be the established cap. It is agreed and
27		understood that any premium cost for these coverages not covered by
28		this District premium contribution shall be borne by the unit member,
29		in advance through a monthly prorated payroll deduction. The
30		amount of premium payments by the District in future fiscal years
31		shall be subject to meeting and negotiating, pursuant to Article 18.,
32		Completion of Meet and Negotiate.

1		It is also agreed and understood that the Board of Directors/Trustees
2		of the insuring agencies may modify benefits and coverage, insurers,
3		claims administration, eligibility requirements and premiums for the
4		specified medical insurance plan without any meeting and negotiating
5		between the parties pursuant to the Educational Employment
6		Relations Act.
7	8.2.5	Open Enrollment
8		Based on the insurance administrator's guidelines, the district shall
9		annually offer an open enrollment period where unit members may
10		opt to make changes to their insurance elections.
11	8.2.6	Health Benefit Cap
12		The classified unit member insurance benefits CAP will be \$8,000 per
13		school year effective January 1, 2010, prorated to accrue monthly.
14		All insurance benefit costs in excess of the Board established CAP,
15		shall be paid through prorated, monthly payroll deductions beginning
16		in the month of the increase.
17		The Superintendent shall forward notifications of insurance benefit
18		premium increases to all unit member bargaining group
19		representatives within 5 days of receipt at the district office.
20	8.2.7	<u>125 Plan</u>
21		Beyond the above modification in the contract, the District will make
22		provisions for the unit members to take part in the Internal Revenue
23		Code (IRC) Section 125 Plan.
24	8.2.6	Unpaid Leave of Absence
25		A unit member on an unpaid leave of absence may participate, at the
26		unit member's option and at his/her expense, in the above insurance
27		coverages during the period of the leave, subject to the approval of the
28		insurance carriers.
29	8.2.7	Retirees
30		A unit member who retires from the District may continue, at his/her
31		own expense, coverage under the District group health insurance plan,

subject to carrier approval. Such premiums shall be paid by the 1 2 retiree directly to the carrier. 3 8.3 **Uniforms** 4 The District may require unit members to wear a distinctive uniform and items of 5 identification. As determined by the District, the purchase or lease of such uniforms, equipment, identification badges, emblems, and cards required by the 6 7 District shall be borne by the District. 8 8.4 **Expense Reimbursement** 9 A member of the unit who has received the prior authorization of the District 10 shall be reimbursed for the cost of mileage, lodging, and meals incurred while in 11 the performance of duties, subject to the following conditions: 12 8.4.1 Mileage Reimbursement 13 A unit member who is authorized in advance to use his/her personal 14 automobile in the performance of duties, other than mileage to and 15 from home and the primary work site, shall be reimbursed at the 16 current IRS rate. To be eligible for such mileage reimbursement, unit 17 members must follow District approval and claim procedures. Per 18 diem expenses shall be reimbursed in accordance with Board policy. 8.4.2 19 Lodging 20 Unit members who are required to travel away from their regular 21 assigned work site and as a result of work assignment, must lodge 22 away from home, will be reimbursed for actual and necessary 23 expenses as determined by the Board. If the costs exceed the rate 24 approved by the Board, they must have prior approval of the 25 Superintendent or designee. 26 8.4.3 Meals 27 Meals will be reimbursed at the Board approved rate. Unit members 28 who are required to travel away from their regular assigned work site

1			and as a result of the work assignment, must have meals away from
2			their District primary work site shall be reimbursed in accordance
3			with Board policy.
4		8.4.4	Reimbursement Procedure
5			All Reimbursement claims for mileage, lodging and travel expenses
6			shall be filed monthly on District forms. Receipts are required and
7			shall be attached. No receipts are required for meals.
8	8.5	Retiren	ent Incentive
9		8.5.1	Qualifications for the Program
10			Offer by the district of a retirement incentive will be determined on a
11			year to year basis based on district evaluation of the budget and shall
12			be at the Board of Trustee's discretion. If the incentive is offered in
13			any given year then unit members are eligible if they have performed
14			service in a position, in the unit, in the District, including all
15			component district(s) for a minimum of fifteen (15) consecutive
16			school years (excluding authorized leave of absence).
17			8.5.1.1 Be at least 50 years of age
18			8.5.1.2 Retire from the District under either the Public
19			Employee's Retirement System or the State Teacher's
20			Retirement System.
21		8.5.2	Application Process
22			Unit members meeting all of the above qualifications may apply for
23			participation in the program. Applications shall be submitted, on the
24			District form to the Superintendent, (or designee), by hand, three (3)
25			months prior to the unit member's last day of work prior to
26			retirement. This will be offered to four (4) qualifying unit members
27			on a first come, first serve basis during each school year.
28			Applications will be received no sooner than July 1 for the current
20			school year (July 1 June 20) The retirement incentive application i

1		irrevocable baring unforeseen emergencies at the discretion of the
2		Superintendent.
3	8.5.3	<u>Payment</u>
4		A lump sum amount to be determined by the Board of Trustees will
5		be paid with the final paycheck or within one month after retirement.
6		

 $Scott\ Valley\ Unified\ School\ District-CSEA\ Negotiated\ Contract\ 7/1/2014-6/30/2017$ 

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# ARTICLE 9. HOLIDAYS

3	9.1	Holidays	The following shall be the holiday schedule for unit members:
4		9.1.1	Independence Day (July 4)
5		9.1.2	Labor Day
6		9.1.3	Veteran's Day
7		9.1.4	Thanksgiving Day
8		9.1.5	Day after Thanksgiving
9		9.1.6	Christmas Eve Day (December 24)
10		9.1.7	Christmas Day (December 25)
11		9.1.8	New Years Eve Day (December 31)
12		9.1.9	New Year's Day (January 1)
13		9.1.10	Martin Luther King Jr. Day
14		9.1.11	Lincoln's Day
15		9.1.12	Washington's Birthday
16		9.1.13	Spring Holiday (the Monday or Friday that coincides with Easter
17			weekend of spring break)
18		9.1.14	Memorial Day
19		9.1.15	Additional Holidays: Any other day appointed by the President or the
20			Governor of this state pursuant to subdivisions (b) and (c) of Section
21			37220 of the California Education Code for a public fast,
22			thanksgiving or holiday.
23			
24	9.2		holidays shall be observed according to the District calendar.
25	9.3		tled to any of the above paid holidays, a unit member must be in a paid
26		status duri	ng any portion of the working day immediately preceding or
27		succeeding	g the holiday period. Regular classified unit members who are not
28		normally a	assigned to duty during the school holidays of December 24, 25, 31,
29		and Januar	ry 1 shall be paid for those holidays provided they were in a paid status

1		during any portion of the working day of their normal assignment immediately
2		preceding or succeeding the holiday period.
3	9.3	Christmas Eve Day will be taken as a holiday in lieu of September 9 Admission
4		Day.
5	9.4	When one of the above holidays falls on a Sunday, the following Monday shall
6		be deemed to be that holiday. When one of the above holidays falls on a
7		Saturday, the preceding Friday shall be deemed to be that holiday.
8	9.5	Unit members assigned by the District to work on one of the above holidays shall
9		be paid or given compensating time off for such work (pursuant to Article 8,
10		Compensation), in addition to the regular rate of pay, at one and one-half times
11		the regular rate of pay. (See 7.4.8)
10	0.6	
12	9.6	Student Attendance Calendar
13		The District will consult with the Association before establishing the school
14		calendar for the subsequent school year or making changes in the existing school
15		calendar.
16		

ARTIC	<u>LE 10.</u> <u>V</u>	VACATION CONTRACTOR OF THE PROPERTY OF THE PRO
10.1	Rate of A	Accrual
	Paid vac	ation leave shall accrue for unit members at the following rate:
	10.1.1	One (1) to five (5) years: 0.038077 hours per each hour paid status
		(10 days).
	10.1.2	Six (6) to ten school years District service: 0.057692 hours per each
		hour paid status (15 workdays per year of full-time service).
	10.1.3	Eleven (11) or more school years of District service: 0.076923 hours
		per each hour paid status (20 workdays per year of full-time service).
	10.1.4	Effective July 1, 2008, all unit members employed prior to
		Unification will move to the vacation accrual rate, per Article 10.1.
10.2	Separati	ion from Service
	Upon sep	paration from service, a unit member shall be entitled to lump sum
	compens	ation for all earned and unused vacation, except that unit members who
	have not	completed the probationary period of District employment in regular
	status sha	all not be entitled to such compensation.
10.3	Holiday	
	A holida	y falling within a vacation period shall not constitute a vacation day.
10.4	Use of L	eave/Carry Over
	The follo	owing provisions apply to unit members assigned to work 12 months per
	year:	
	Accrued	vacation may be taken at anytime during the school year, July 1 – June
	30 upon	the approval of the unit member's supervisor. If the unit member is not
	permitted	d to take the full-accrued vacation, the amount not taken shall
	10.1	Paid vac. 10.1.1  10.1.2  10.1.3  10.1.4  10.2 Separati Upon sep compens have not status sha 10.3 Holiday A holida 10.4 Use of L The follo year:  Accrued 30 upon

27

28

year, up to five (5) days of such unused vacation.

accumulate for use in the next year or be paid for in cash, at the option of the

District. However, the unit member may elect to accumulate, for use in the next

1		10.4.1 Unit members assigned to work the regular pupil attendance year will
2		not be permitted to take vacation.
3		
4	10.5	Vacation Pay
5		Compensation for unit members is determined by adding together the annual
6		number of work days, holidays, and vacation days. The number of paid days is
7		then multiplied by the unit member's hourly rate times the number of hours per
8		day. When this annual calculation is completed, the result is divided by 11 or 12.
9		The unit member may elect to receive an equal paycheck for such 11 or 12
10		months.
11		
12		10.5.1 The following provisions apply to unit members paid by a time sheet:
13		Unit members will be paid for vacation earned at the end of the fiscal
14		year.
15		Holiday compensation shall be paid based on time sheet submission.
16		
17	10.6	Interruption of Vacation Leave
18		A unit member shall be permitted to interrupt vacation leave due to
19		circumstances beyond his/her control as approved by the Superintendent to take
20		either bereavement leave or sick leave of no less than three (3) consecutive work
21		days for which hospitalization or medical care was required. Unit members must
22		follow all District procedures and requirements for requesting such vacation
23		rescheduling.
24		

# ARTICLE 11. LEAVE POLICIES

3	11.1	Definitio	on a second control of the second control of
4		"Immedi	ate Family" as used in this Agreement means the mother, father, aunt,
5		uncle, gr	andmother, grandfather of the unit member or spouse of the unit
6		member,	and the spouse, son, son-in-law, daughter, daughter-in-law, or sister,
7		sister-in-	law, or brother, brother-in-law of the unit member, or any person living
8		in the im	mediate household, or grandchild of the unit member or of the spouse of
9		the unit r	member. Verification may be required.
10	11.2	Bereave	ment Leave
11		11.2.1	Unit members shall be entitled to a maximum of three (3) days leave
12			of absence without loss of salary for the death of any member of unit
13			member's immediate family. If travel more than 250 miles one way is
14			required, a unit member shall be entitled to a maximum of two
15			additional days paid bereavement leave.
16	11.3	Jury Du	ty
17		11.3.1	A unit member is entitled to leave for the period he/she is required to
18			appear for trial jury duty. A unit member shall receive his/her regular
19			pay, less any amount received for trial jury fees, exclusive of allowed
20			mileage, parking, or meal expenses reimbursement.
21		11.3.2	Immediate notification shall be given to the immediate supervisor
22			upon receipt of the notice and the District absence reporting form
23			shall be completed by the unit member upon return to work. Proof of
24			service must be attached to the absence report upon return to work.
25		11.3.3	In the event that a unit member is excused from jury duty prior to the
26			last half of the unit member's workday, he/she shall return to work.
27		11.3.4	Any unit member whose shift commences at 2:00 p.m. or after and
28			who is required to serve on a jury beyond 12:00 noon during any such
29			workday shall be relieved from work with pay.

1	11.4	Military Leave		
2		11.4.1	Unit members	covered by this Agreement are entitled to appropriate
3			military leave	of absence provided by applicable law.
4	11.5	Sick Lea	ve	
5		11.5.1	Paid sick leave	e utilization shall be for absences which are necessary
6			and caused by	illness, injury, pregnancy/childbirth, quarantine, or
7			otherwise allow	wed by law.
8		11.5.2	Sick leave sha	ll be earned, for salary compensation purposes, at the
9			rate of one (1)	day for each calendar month of continuous full-time
10			service, with a	n annual maximum of twelve (12) days for twelve (12)
11			month unit me	mbers. A part-time unit member shall be entitled to
12			sick leave on a	pro-rated basis.
13 14		11.5.3	-	oyed Less Than Five Days a Week employed for less than five (5) days a week and/or less
15			than a full fisc	al year are entitled to sick leave as follows:
16			11.5.2.1	A member of the unit employed five (5) days a week
17				who is employed for less than a full fiscal year is
18				entitled to that proportion of twelve days leave of
19				absence for illness or injury as the number of months
20				he/she is employed bears to twelve (12).
21			11.5.2.2	A member of the unit employed less than five (5)
22				days a week shall be entitled for a fiscal year of
23				service to that proportion of twelve (12) days leave of
24				absence for illness or injury as the number of days
25				he/she is employed per week bears to five (5). When
26				such persons are employed for less than a full fiscal
27				year of service, this and the preceding paragraph shall
28				determine that proportion of leave of absence for
29				illness or injury to which they are entitled.

1	11.5.4	Sick Leav	<u>e Transfer</u>
2		The Distri	ct will, upon the request of the unit member, transfer
3		accumulat	ed sick leave of a new unit member from the District of
4		previous e	employment. A unit member may request the transfer of
5		accumulat	ed sick leave from the District of previous employment.
6		This must	be done within thirty (30) days of hire.
7	11.5.5	<u>Accumula</u>	tion
8		11.5.4.1	At the beginning of each fiscal year, sick leave granted
9			under this section shall be credited to each unit member.
10			Such leave may be taken at any time within the unit
11			member's assigned work year.
12		11.5.4.2	Unit members may accumulate unused sick leave without
13			limitation. Unused sick leave is not paid upon separation
14			from service.
15	11.5.6	Doctor's V	Verification
16		The Distri	ct may require, as a condition of payment of sick leave, a
17		doctor's v	erification following:
18		11.5.4.1	absence of more than three consecutive work days; or
19		11.5.4.2	if there is a pattern of absences.
20	11.5.6	Notify Su	<u>pervisor</u>
21		Unit mem	bers shall notify their immediate supervisor or designee in
22		advance o	f taking sick leave and in advance of returning to work after
23		sick leave	, pursuant to District policies.
24	11.5.7	Extended	
25			mber becoming aware of the need for absences due to
26		surgery, p	regnancy/childbirth shall submit a statement from his/her
27		physician	as far in advance of the initial disability date as possible.
28		The physic	cian's statement shall include the anticipated beginning date
29		of disabili	ty, the cause of the disability, and the anticipated date of
30		return to a	ctive service.

#### Doctor's Release 1 11.5.8 2 Unit members returning to work from sick leave after surgery or 3 serious illness, upon the request of the District, must provide a 4 medical doctor's release certifying medical permission to return to 5 work listing any work related restrictions, the duration of the 6 restrictions and the medical basis for such restrictions, prior to 7 returning to work. Upon being released to return to work, a unit 8 member may be required to have a fit for duty exam before returning 9 to work. 10 11.5.9 Deficit Use of Sick Leave In cases where a regular unit member resigns or otherwise leaves the 11 12 service of the District after having used more sick leave days than 13 may have been earned for the current year, plus any prior year 14 accumulations, a deduction shall be made from the final warrant of the salary or wages which may be due for each day of sick leave used 15 16 and not earned. If there is not enough money in the final payroll 17 warrant, then the unit member is required to pay the money due within five (5) days. 18 19 11.5.10 Pregnancy, Miscarriage ... 20 Unit members are entitled to use sick leave for pregnancy, 21 miscarriage, childbirth and recovery therefrom, on the same terms and 22 conditions governing leaves of absence for other illness or medical 23 disabilities pursuant to BP/AR 4161.8 (FMLA). The length of leave 24 of absence, including the date on which the leave commences, and the 25 date on which the unit member shall resume duties, shall be 26 determined by the unit member and the physician. 27 11.5.11 Differential Pay When a unit member is absent from duties on account of illness or 28 29 accident for a period of five (5) months or less, the amount deducted 30 from the salary due the unit member for the month in which the

absence occurs shall not exceed the sum actually paid any substitute 1 2 employed to fill the position during the absence. Notwithstanding the 3 foregoing provision, in the event that no substitute is employed during 4 such absence, the unit member shall be paid his/her regular salary. **Catastrophic Sick Leave** 5 11.6 6 Unit members who suffer a catastrophic injury/illness, which results in the bargaining unit member using all available paid leaves, shall become eligible to 8 use this catastrophic sick leave plan, subject to the restrictions and conditions in 9 these rules: 10 11.6.1 Catastrophic illness or injury is that which is expected to incapacitate 11 the unit member or a family member for an extended period of time, 12 and taking time off work created a financial hardship for the unit 13 member because he/she has exhausted all sick leave and other paid 14 time off. For purposes of Catastrophic Illness/Injury, a member of the 15 unit member's family will be limited to spouse, children, mother, 16 father, or an individual over which the unit member has legal 17 guardianship. 11.6.2 The unit member who is, or whose family member is, suffering from 18 19 a catastrophic illness or injury must submit a request in writing on 20 forms provided for donated Catastrophic Leave. The committee must 21 determine that the unit member is unable to work because of the unit 22 member's personal or family catastrophic illness after adequate proof 23 of illness has been provided in accordance with E.C. 44043.5, to 24 include but not be limited to a doctor's verification of illness and 25 declaration of compliance with the requirements of this leave. 26 Falsification of leave verification will be grounds for discipline. 27 11.6.3 As soon as practical, the Catastrophic Leave Committee (composed of 28 two (2) association members and the Superintendent) will meet and

1		determine v	whether or not the unit member's request shall be
2		approved.	Approval must be unanimous by Committee members. If
3		the request	is denied, the Association President shall notify the unit
4		member. If	the request is approved, the Catastrophic Leave Bank will
5		be reduced	hour for hour, as needed, for each day awarded to the
6		requested u	nit member. In no event, shall the committee approve
7		more than f	forty-five (45) consecutive work days at a time
8	11.6.4	Donations t	o the Catastrophic Leave Bank may be made under the
9		following p	rovisions
10		11.6.4.1	Any unit member may donate to the bank. The
11			maximum allowable to be donated is 30% of the unit
12			member's annual allotment.
13		11.6.4.2	In order to donate to the bank, a unit member must have
14			in reserve at least ten (10) sick leave days.
15		11.6.4.3	Donations to the Catastrophic Leave Bank are
16			irrevocable.
17		11.6.4.4	In the event donations are not used, they will be retained
18			in the bank.
19		11.6.4.5	In order to receive a donation, the unit member must
20			have contributed to the bank.
21		11.6.4.6	Unit members must use the Catastrophic Leave Bank
22			Donation form.
23			The Association agrees that it will not file, on its own
24			behalf or on behalf of any unit member, any grievance,
25			claim or lawsuit of any kind related to any attempt by a
26			unit member to retrieve donated sick leave used by

another unit member pursuant to this provision. The 1 2 Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, 3 claim or lawsuit of any kind which attempts to 4 5 challenge in any way the legality or enforcement of this provision. 6 7 11.7 **Industrial Accident and Illness Leave** 8 11.7.1 Unit members who have reached permanent status continuous active 9 District service shall be eligible for leave of absence because of 10 industrial accident or illness which the District's industrial accident insurance carrier considers a valid claim. Allowable leaves shall be 11 12 for not more than sixty (60) service days in any one fiscal year for the 13 same accident and shall commence the first day of absence. 14 11.7.2 Leave of absence under this provision shall not be accumulated from 15 year to year. When the industrial accident or illness leave overlaps 16 into the next fiscal year, the unit member shall be entitled to only the 17 amount of unused leave due his/her for the same illness or injury. 18 11.7.3 Unit members shall be paid such portion of the salary due them for 19 any month in which absence occurs as, when added to the temporary 20 disability indemnity under the California Labor Code, will result in 21 payment to them of not more than their full salaries. 22 11.7.4 Leave of absence applied for under this provision shall be reduced by 23 one (1) day for each day of authorized absence, regardless of a 24 temporary disability indemnity award to the unit member. 25 11.7.5 Industrial illness and accident leave is to be used in lieu of sick leave. 26 When entitlement to industrial illness and accident leave has been 27 exhausted, entitlement to sick leave shall then be used. If a unit 28 member is receiving a temporary disability indemnity, the unit 29 member shall be entitled to utilize only so much of his/her

accumulated sick leave and vacation leave which, when added to

1			his/her temporary disability indemnity, will result in a payment to
2			him/her of no more than his/her full salary.
3		11.7.6	Unless travel outside of California is authorized by the Board of
4			Trustees, unit members receiving benefits under the plan shall remain
5			in the state of California.
6		11.7.7	The District may require from time to time a written statement from a
7			physician verifying a unit member's absence under this leave. Upon
8			being released to return to work, a unit member may be required to
9			have a fit for duty exam before returning to work.
10	11.8	Personal	Necessity Leave
11		11.8.1	Any unit member shall, upon request to the immediate supervisor, be
12			granted up to and including seven (7) days personal necessity leave
13			per any school year. For other than one (1) day's absence, permission
14			for utilizing this leave must be obtained from the immediate
15			supervisor or designee at least one (1) week in advance.
16	11.9	Discretio	onary Days
17		Up to for	ur (4) days of personal necessity may be used as Discretionary Days or
18		"No Tell	Days", but still must follow the unacceptable usage as described below.
19		11.9.1	Political purposes
20		11.9.2	Employee association business
21		11.9.3	Other employment
22		11.9.4	Any concerted work stoppage
23		11.9.5	Any illegal activity
24	11.10	Federal/	State Family Care/Medical Leave
25		The Asso	ociation and District recognize the following: (1) enactment of the
26		federal F	amily and Medical Leave Act (FMLA, 29 U.S. Code Sec. 2601 et seq.)
27		and the C	California Family Rights Act CFRA (referred to as the Family Care and
28		Medical	Leave law – FCML, Government Code 12945.2) in the early 1990's

1	provided mandatory regulation of several benefits already contained in the
2	Agreement between the Association and the District.
3	
4	To the extent current contractual provisions provide benefits in excess of benefits
5	provided by the federal FMLA and the state CFRA, the contractual provisions
6	remain effective. To the extent current contractual provisions provide benefits
7	less than the minimums mandated by the FMLA and the CFRA, the federal and
8	state laws shall prevail. In combination, the contract, FMLA and CFRA laws
9	provide at least the following:
10	
11	11.10.1 <u>Definitions</u>
12	11.10.1.1 "Parent" means a biological or adoptive parent, a stepparent, a
13	legal guardian, or other person who stood in loco parentis to the unit
14	member when the unit member was a child.
15	11.10.1.2 "Child" means a biological, adopted, or foster child, a
16	stepchild, a legal ward, or a child of a unit member standing in loco
17	parentis who is either under 18 years of age or is an adult dependent
18	child who is incapable of self-care because of mental or physical
19	disability.
20	11.10.1.3 "Serious health condition" means illness, injury, impairment,
21	or physical or mental condition of the unit member of a child, parent
22	or spouse of the unit member that involves either (1) inpatient care
23	in a hospital, hospice, or residential health care facility; or (2)
24	continuing treatment or supervision by a health-care provider, or (3)
25	other circumstances beyond the control of the unit member (i.e.:
26	acts of God, fire, flood, earthquake, etc.).
27	11.10.1.4 If both parents of a child who are entitled to Family Care
28	Leave, and both parents are unit members of the District, the
29	District shall not be required to grant leave in connection with the
30	birth, adoption, or foster care of a child that would allow the parents

1	Family Care Leave in excess of a combined total of twelve (12)
2	work weeks.
3	11.10.1.5 Seniority Protection: Family Care Leave does not constitute a
4	break in service for seniority or the District unit member benefit
5	plan.
6	11.10.1.6 Family Care Leave is an unpaid leave of absence. A unit
7	member is required to use appropriate paid leave set forth in this
8	Agreement. When paid leave is exhausted, the balance of the
9	Family Care leave, if any, is unpaid. Any paid or unpaid leave
10	entitled to be taken and taken for a reason that would also entitle the
11	unit member to federal and state Family Care leave shall be
12	designated also as federal/state Family Care Leave shall run
13	concurrent with the unit member's federal/state Family Care Leave
14	entitlement.
15	11.10.2 Eligibility for Leave Under FMLA/CFRA and Catastrophic Leave
16	Unit members are eligible for leave under FMLA/CFRA and
17	Catastrophic Leave upon completion of the probationary period.
18	
19	Health insurance coverage shall be maintained by the District for the
20	duration of the leave not to exceed twelve (12) work weeks in a twelve
21	(12) month period.
22	11.10.4 <u>Notification of Family Care and Medical Leave</u>
23	This notification is provided to unit members. This Section is not
24	subject to the article entitled "Grievance." This information is
25	provided for notification purposes only. Unit members may be
26	eligible for unpaid leave under the Family Medical Leave Act and/or
27	the California Family Rights Act. Unit members are requested to
28	consult with an Association representative or the District
29	administration for further particulars on this topic.
30	11.10.5 Upon return from Family Care Leave, a unit member is entitled to
31	return to the same position or classification. If the position is no longer

1		av	vailable, unit member shall be entitled to an equivalent position with
2		ec	quivalent benefits, pay, and other terms and conditions of employment.
3		T	he determination of whether a position is equivalent shall be based on
4		es	stablished District policies and the Agreement.
5	11.11	Fit for D	uty
6		The Distr	rict retains the right to require a unit member to participate and
7		cooperate	e in a fit for work evaluation at any time conducted by a medical doctor
8		or other r	nedical care professional selected by the District. The cost of such
9		examinat	ion shall be paid by the District.
10	11.12	Other Le	eave Without Pay
11		11.12.1	Unpaid leave may be approved at the discretion of the Board of
12			Trustees for reasons not specified under other leave provisions of this
13			Agreement.
14		11.12.2	Advance approval is required. Requests are to be made on
15			appropriate District form and submitted to the District Office.
16		11.12.3	One full day's pay shall be deducted from the unit member's salary
17			and benefits for each day of leave taken.
18		11.12.4	Leaves of up to ten (10) workdays may be approved by the
19			Superintendent or designee. Requests for leaves of greater than ten
20			(10) working days and up to one school year may be approved by the
21			Board of Trustees upon the recommendation of a Leave Review
22			Committee. This committee shall consist of one District
23			administrator, one member of the Board of Trustees appointed by the
24			Board, and one District classified unit member appointed by the
25			Association.
26		11.12.5	Leaves shall not be granted to unit members for the purpose of
27			accepting other employment. For any leave request which is not
28			approved by the Leave Review Committee or the Board of Trustees,
29			the unit member shall be provided a written statement of the reasons.

1	11.12.6	Requests for leaves of absence for the following school year shall
2		normally be submitted to the District Office prior to April 1.
3	11.12.7	The District shall notify any unit member who is on a paid leave of
4		the expiration of their paid leave, at least five (5) workdays in
5		advance of their last paid leave day, by certified letter or by personal
6		delivery, in order for the unit member to apply for an unpaid leave.
7		The five (5) workdays will commence on the date of delivery of the
8		notice. This applies only to paid leaves authorized in Article 11 of this
9		contract.
10	11.12.8	Seniority will be reduced for all unpaid leave in excess of 90
11		consecutive days.
12		

 $Scott\ Valley\ Unified\ School\ District-CSEA\ Negotiated\ Contract\ 7/1/2014-6/30/2017$ 

2	ARTIC	LE 12. <u>T</u>	TRANSFERS AND PROMOTIONS/VACANCIES
3	12.1	Definitio	ons
4		12.1.1	<u>Transfer</u>
5			A move by a permanent unit member from one position or site to a
6			vacant position having the same job title and the same hours/day and
7			the same days/year.
8			
9		12.1.2	Promotion
10			A change to a higher paying job classification or an increase in
11			hours/day or days/year in the same job classification or a move to a
12			job classification of the same compensation level with an increase in
13			hours/day or days/year.
14			
15		12.1.3	Vacancy
16			Any unit position declared vacant by the District or any newly created
17			position approved by the Board.
18			
19	12.2	Notificat	tion
20		Notice of	f vacancy shall be posted in the District Office and on bulletin boards at
21		each job	site. The notice shall remain posted until the deadline for filing an
22		applicati	on for a transfer or for a promotion has passed, but in no event for less
23		than seve	en (7) calendar days. A copy of this notice shall be provided to the unit
24		Presiden	t on or before the date it is posted. The notice shall include the job title, a
25		brief des	cription of the position and duties, training and experience requirements,
26		job locat	ion, number of hours/day, number of days/year, the salary range, and the
27		deadline	for applying.
28			
29	12.3	Unit Me	mber Requested Transfer
30		Unit mer	mbers may request transfers when vacancies are posted. These requests
31		must be	in writing on the appropriate form for consideration for such vacancy.

1			
2		12.3.1	Any unit member who wishes to be considered for a vacancy, which
3			might occur during a period when the unit member is absent, must
4			submit a letter and a stamped self-addressed envelope to the District
5			Office prior to the absence indicating such interest. The letter shall
6			state the beginning and ending dates of the absence and shall be vali
7			only during the dates stated and shall list the classifications of
8			interest.
9		12.3.2	The District determines qualifications for all positions. The District
10			shall consider the following criteria when determining whether or no
11			a unit member qualifies for a transfer:
12			12.3.2.1 The unit member's seniority in the classified service.
13			12.3.2.2 The employment work history, which includes
14			evaluations of current and past job performance.
15			12.3.2.3 The unit member's training and experience.
16			12.3.2.4 Written test and oral examination scores.
17		12.3.3	Transfer requests to vacant positions shall be considered prior to
18			outside applicants. Persons on the rehire list shall be offered the
19			available positions before promotional applications are considered to
20			fill the vacancies.
21		12.3.4	A unit member must have had a satisfactory, recently scheduled
22			evaluation and the sending and receiving administrations must agree
23			to the transfer.
24	12.4	Adminis	trative/Involuntary Transfer
25		12.4.1	An involuntary transfer may be made at anytime in the best interests
26			of the District and at the discretion of the District, provided such a
27			transfer is not for punitive, arbitrary, or capricious reasons.
28		12.4.2	Any unit member subject to a District initiated transfer shall, upon
29			written request, receive from the District superintendent or designee
30			written explanation of the reasons for the transfer within ten (10)
31			working days of receipt of the request. At the request of the

1			bargaining	unit member, reasons for transfers shall be discussed
2			between the	e bargaining unit member, CSEA representative and the
3			appropriate	supervisor.
4		12.4.3	Involuntary	transfers shall not change the bargaining unit member's
5			salary rate,	benefits, accumulated illness leave, and accumulated
6			vacation cr	edit, or in any manner adversely affect the bargaining unit
7			member's i	ights as provided in law.
8	12.5	Promotio	ons	
9 10 11			•	quest promotions when vacancies exist. These requests he appropriate form for consideration for such vacancy.
12		12.5.1	Any unit m	ember who wishes to be considered for a vacancy, which
13			might occu	r during a period when the unit member is absent, must
14			submit a le	tter and a stamped self-addressed envelope to the District
15			Office prior	r to the absence indicating such interest. The letter shall
16			state the be	ginning and ending dates of the absence and shall be valid
17			only during	the dates stated and shall list the classifications of
18			interest.	
19		12.5.2	The Distric	t determines qualifications for all positions. The District
20			shall consid	der the following criteria when determining whether or not
21			a unit mem	ber qualifies for a promotion:
22			12.5.2.1	The unit member's seniority in the classified service.
23			12.5.2.2	The employment work history, which includes
24				evaluations of current and past job performance.
25			12.5.2.3	The unit member's training and experience.
26			12.5.2.4	Written test and oral examination scores.
27			12.5.2.5	If all qualifications are equal, unit seniority shall prevail.

## ARTICLE 13. PROCEDURE FOR PROCESSING GRIEVANCES

2	13.1	Definitio	ns
3		13.1.1	Grievance
4			A "grievance" is an allegation by the grievant and/or the Association
5			that he/she has been adversely affected by a misinterpretation,
6			misapplication or a violation of the specific provisions of this
7			Agreement. Matters for which a specific method of review is
8			provided by law or by the rules and regulations of the District are not
9			within the scope of this procedure.
10		13.1.1	Grievant
11			A "grievant" is a unit member covered by the terms of this
12			Agreement.
13		13.1.3	<u>Day</u>
14			A "day" is any day in which the central administrative office is open
15			for business.
16		13.1.4	Immediate Supervisor
17			The "immediate supervisor" is the lowest level administrator having
18			immediate jurisdiction over the grievant who has been designated by
19			the District to adjust grievances.
20		13.1.5	Representation
21			A grievant may at any time present grievances to his/her employer,
22			and have such grievances adjusted through Level III without the
23			intervention of CSEA, as long as the adjustment is not inconsistent
24			with the terms of this Agreement.
25 26			
			Any matters or disputes concerning Article 19: Discipline Procedures,
27			shall not be subject to this grievance procedure. Any appeals of

1			disciplinar	y matters shall be undertaken pursuant to the appeal
2			process spe	ecified in Article 19.
3 4 5	13.2	the griev	wenty (20) da ance, the grie	ys after the occurrence of the act or omission giving rise to vant shall attempt to resolve it by an informal conference
6		With his/	her immediat	e supervisor.
7	13.3	Formal 1	Level	
8 9 10 11 12 13 14 15 16 17 18 19 20		13.3.1	satisfied w present the immediate provision a the decisio remedy sou The superv in writing v supervisor appeal to the	(10) days after informal conference, if the grievant is not ith the disposition of the informal conference, he/she must grievance in writing on the appropriate form to his/her supervisor. This statement shall indicate the contract alleged to have been violated, the circumstances involved, in rendered at the informal conference, and the specific right.  This is statement shall indicate the contract alleged to have been violated, the circumstances involved, in rendered at the informal conference, and the specific right.  This is statement shall indicate the contract alleged to have been violated, the circumstances involved, in rendered at the informal conference, and the specific right.  This is statement shall indicate the contract alleged to have been violated, the circumstances involved, in rendered at the informal conference, and the specific right.  This is a statement shall indicate the contract alleged to have been violated, the circumstances involved, in rendered at the informal conference, and the specific right.  This is a statement shall indicate the contract alleged to have been violated, the circumstances involved, in rendered at the informal conference, and the specific right.
21 22 23 24 25 26 27 28 29		13.3.2	within ten	ant is not satisfied with the decision at Level I, he/she may (10) days, appeal the decision on the District form to the dent or designee.  This statement shall include a copy of the original grievance and appeal, the decisions rendered and a statement of the reasons and basis for the appeal, including why the decision at the previous level is not acceptable.

1		13.3.2.2	The Superintendent or designee shall communicate
2			his/her decision to the grievant within ten (10) days. If
3			the Superintendent or designee does not respond within
4			the time limits provided, the grievant may appeal to the
5			next level.
6		13.3.2.3	In the event that the Superintendent is the immediate
7			supervisor who processed the grievance at Level I, this
8			level shall be bypassed.
9	13.3.3	Level IV: N	<u>Mediation</u>
10		13.3.3.1	Request for Mediation
11			In the event that the grievant is not satisfied with the
12			decision at Level II, they, within five (5) days, may
13			request in writing that the Association submit the matter
14			to mediation. Within five (5) days of the request of the
15			grievant, the Association may notify the Superintendent
16			in writing of a request for the services of a State
17			mediator. The district shall then contact the California
18			State Mediation and Conciliation Service within ten (10)
19			days and request that a mediator be provided.
20		13.3.3.2	Mediation
21			At the onset of mediation sessions, the mediator shall be
22			presented with positions of both parties and shall attempt
23			to mediate the disagreement.
24		13.3.3.3	Mutual Agreement
25			The parties shall attempt to reach agreement through
26			mediation within fifteen (15) days. If mutual agreement
27			by the parties is reached, that agreement shall be reduced
28			to writing and signed as final and binding.
29		13.3.3.4	Fees and Expenses
30			Any fees or expenses incurred shall be borne by the party
31			incurring them.

1	13.3.4	Level IV:	Arbitration
2		If not satis	fied with the decision at Level II, the grievant, within ten
3		(10) days	after receipt of the Level II response, may request in writing
4		that the As	ssociation submit the grievance to a grievance arbitration.
5		13.3.3.1	The Association and the District shall, by mutual
6			agreement, select an arbitrator. If no agreement can be
7			reached within five (5) days of the above request of the
8			Association, the parties shall request the California State
9			Conciliation Service to supply a list of five (5) names of
10			persons experienced in hearing grievances in public
11			schools. Each party shall alternately strike a name until
12			only one name remains. The order of striking shall be
13			determined by lot.
14		13.3.3.2	In each dispute, the arbitrator shall, as soon as possible,
15			hear evidence and render a decision on the issue(s)
16			submitted. If the parties cannot agree upon a submission
17			agreement, the arbitrator shall determine the issue(s) by
18			discussion with the parties and by referring to the written
19			grievance and the answers thereto at each step. If any
20			question arises regarding the arbitratability grievance, the
21			arbitrator shall make a determination on this issue prior
22			to hearing the merits of grievance unless the arbitrator
23			determines otherwise.
24		13.3.3.3	After the hearing and after both parties have been given
25			an opportunity to make written arguments, the arbitrator
26			shall summit his/her findings and award to both parties.
27			The findings and award of the arbitrator shall be final
28			and binding.
29		13.3.3.4	The arbitrator shall have no power to add to, subtract
30			from, or modify the terms of this agreement, nor shall the

1				arbitrator be empowered to render a decision on issue(s)
2				not before the arbitrator.
3			13.3.3.5	The authority of the arbitrator to award back pay shall be
4				limited to the first of the fiscal year which the grievance
5				was first filed. The arbitrator shall be without power or
6				authority to make any decision which requires the
7				commission of an act prohibited by law.
8			13.3.3.6	The fees and expenses of the arbitrator shall be borne
9				equally by the Employer and the Association.
10				Concerning transcripts, the cost shall be borne equally by
11				the parties if the transcript is requested by both parties or
12				arbitrator. If the transcript is requested by only one
13				party, that party shall incur the expense. All other
14				expenses shall be borne by the party incurring them.
15	13.4	Cananal I	D	
			Pravicianc	
16	13.1	13.4.1	Provisions A decision:	rendered at any step in these procedures becomes final
	13.1		A decision	rendered at any step in these procedures becomes final aled within the time limits specified.
16	13.1		A decision unless appe	• •
16 17	13.1	13.4.1	A decision unless appe	aled within the time limits specified.
16 17 18	13.1	13.4.1	A decision unless appearing limits agreement of	aled within the time limits specified. given in these procedures may be modified by written
16 17 18 19	13.1	13.4.1 13.4.2	A decision unless appe Time limits agreement of If the same	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.
16 17 18 19 20	13.1	13.4.1 13.4.2	A decision unless apperaisment of the same more than of	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by
16 17 18 19 20 21		13.4.1 13.4.2	A decision and unless appeared to the same more than considerable or the same more than to the same more than the same more tha	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by one unit member against one party, only one unit member
16 17 18 19 20 21 22		13.4.1 13.4.2	A decision of unless appearance properties agreement of the same more than of on behalf or grievance properties.	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by one unit member against one party, only one unit member of himself/herself and the other complaints may process the
16 17 18 19 20 21 22 23		13.4.1 13.4.2	A decision of unless appearance pall documents	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by one unit member against one party, only one unit member of himself/herself and the other complaints may process the rocedure. Names of all aggrieved parties shall appear on
16 17 18 19 20 21 22 23 24		13.4.1 13.4.2	A decision of unless appearance provision muless appearance part of the same more than o	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by one unit member against one party, only one unit member of himself/herself and the other complaints may process the rocedure. Names of all aggrieved parties shall appear on onts related to the processing of the grievance. This
16 17 18 19 20 21 22 23 24 25		13.4.1 13.4.2 13.4.3	A decision of unless appearance on behalf of grievance pall document provision many unit me	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by one unit member against one party, only one unit member if himself/herself and the other complaints may process the rocedure. Names of all aggrieved parties shall appear on ints related to the processing of the grievance. This may be waived by all parties concerned.
16 17 18 19 20 21 22 23 24 25 26		13.4.1 13.4.2 13.4.3	A decision of unless apperature limits agreement of the same more than of on behalf of grievance pall document provision many unit many	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by one unit member against one party, only one unit member if himself/herself and the other complaints may process the rocedure. Names of all aggrieved parties shall appear on ints related to the processing of the grievance. This may be waived by all parties concerned.
16 17 18 19 20 21 22 23 24 25 26 27		13.4.1 13.4.2 13.4.3	A decision of unless apperature limits agreement of the same more than of on behalf of grievance pall document provision many unit many	aled within the time limits specified.  given in these procedures may be modified by written of the parties involved.  complaint or substantially the same complaint is made by one unit member against one party, only one unit member if himself/herself and the other complaints may process the rocedure. Names of all aggrieved parties shall appear on ints related to the processing of the grievance. This may be waived by all parties concerned.  ember may present grievances in accordance with this mout intervention of the Association, so long as the

1	13.4.5	The grievant shall be present at all stages of the processing of a
2		grievance procedure. The grievant has the right of representation by
3		the Association at all levels of the grievance procedure.
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ARTICLE 14. SAFETY CONDITIONS OF EMPLOYME
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- 14.1 It is the responsibility of each unit member to report unsafe conditions to his/her immediate supervisor. Such reports shall be in writing. Should the District not correct an unsafe working condition within a reasonable time, the unit member shall than have the right to report said alleged unsafe working condition to the California Occupational Safety and Health Agency (CalOSHA).
  - 14.2 The District shall prepare and post rules for unit member safety and the prevention of on-the-job accidents. Such rules shall provide regulations and precautions for safety of unit members in the performance of their duties.
  - 14.3 The Association shall designate a unit member who shall serve as liaison to the Superintendent for the purpose of inspecting District safety conditions.

ARTICLE 15. S	SAVINGS PROVISIONS
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15.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 16.	<b>EFFECT OF</b>	AGREEMENT

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

17.1	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 interferences with the operations of the District by
	the Association or by its officers, agents, or members during the term of this
	Agreement, including compliance with the request of other labor organizations to
	engage in such activity.

- 17.2 The Association recognizes the duty and obligations of its representatives 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, slowdown, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 17.3 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.
- 17.4 It is also agreed and understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any unit member and/or the Association.

## ARTICLE 18. COMPLETION OF MEET AND NEGOTIATE

18.1 Except as specifically provided in this Article and Article 21 (Term), during the term of the Agreement the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment including, but not limited to, reclassification, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge of contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn. Each party may re-open negotiations on Article 8 (Compensation) and any other two existing Articles of this Agreement by notifying the other party in writing **no later than March 15.** 

# **ARTICLE 19. DISCIPLINARY ACTION**

3	19.1	Definition
4 5		19.1.1 Disciplinary Action
6		A permanent classified unit member may be subject to disciplinary
7		action by the District for cause upon recommendation by the
8		Superintendent or designee. Disciplinary action includes dismissal,
9		demotion, or suspension without pay for six (6) or more working
10		days. A suspension without pay for five (5) or fewer working days is
11		not subject to the provisions of this policy. The District may suspend
12		a classified unit member without pay for five (5) or fewer days
13		without compliance with the provisions of this policy. The classified
13		unit member shall have the right to be represented at all stages of the
15		disciplinary action.
13		discipiniary action.
16	19.2	Cause
17		A classified unit member may be subject to disciplinary action for cause. Causes
18		for disciplinary action include, but are not limited to the following:
19		a. Incompetence or inefficiency in the performance of the duties of his/her
20		position.
21		b. Insubordination, including but not limited to, refusal to do assigned work
22		or refusal to follow directives of the Superintendent or the classified unit
23		member's supervisor.
24		c. Falsifying any information supplied to the District, including, but not
25		limited to, information supplied on application forms, employment
26		records, or any other District records.
27		d. Failure or inability to perform duties and responsibilities assigned to a
28		classified unit member's position.
29		e. Discourteous, offensive, or abusive conduct or language toward other
30		classified unit members, staff, pupils or the public.

1	f.	Dishonesty.
2	g.	Drinking alcoholic beverages on the job or reporting to work while under
3		the influence of intoxicating liquor.
4	h.	Possessing or being under the influence of any drugs or narcotics or any
5		drug or narcotic offense as defined in Education Code Section 44011.
6		Unauthorized use of narcotics; controlled substances, or habit forming
7		drugs; use of any medication or other substance as to cause detrimental
8		effect on the classified unit member's ability to perform the duties and
9		responsibilities of his/her position.
10	i.	Conviction of any crime involving moral turpitude.
11	j.	Conviction of a felony.
12	k.	Conviction or arrest for any sex offense as defined in the Education Code,
13		or conviction of a misdemeanor which is of such a nature as to adversely
14		affect the classified unit member's ability to perform the duties and
15		responsibilities of his/her position. A plea of guilty, or a conviction
16		following a plea of nolo contendere, is deemed to be a conviction within
17		the meaning of this section.
18	1.	Repeated or unexcused absence or tardiness or absence or repeated
19		tardiness without authority or sufficient reason.
20	m	Abuse of illness, personal necessity, or discretionary leave privileges.
21	n.	Offering of anything of value or offering any service in exchange for
22		special treatment in connection with the classified unit member's job or
23		employment or the accepting of anything of value or any service in
24		exchange for granting special treatment or another classified unit member
25		or to any member of the public.
26	0.	Conduct which adversely affects the classified unit member's ability to
27		perform the duties and responsibilities of his/her position.
28	p.	Violation of the Education Code, Board policy or rules of the District.
29	q.	Unauthorized use or possession of District equipment for personal
30		purposes.

1	r.	Violation of the District's sexual harassment policy or the commission of
2		any act of sexual harassment.
3	s.	Failure to possess or keep in effect any license, certificate, or other
4		similar requirement specified in the classified unit member's job
5		description or otherwise necessary for the classified unit member to
6		perform the duties of this position.
7	t.	Consistent with applicable law, physical or mental disability which
8		disability precludes the classified unit member from the proper
9		performance of his/her duties and responsibilities, as determined by
10		competent medical authority.
11	u.	For classified unit members who drive a vehicle in the regular course of
12		their employment: failure to satisfy the insurability requirement of the
13		District's insurance carrier under the District's regular insurance policies,
14		or the District's ability to obtain insurance for the classified unit member
15		under a high risk or any policy other than the regular insurance policies
16		does not mitigate this failure.
17	v.	Abandonment of position.
18	w.	Revealing confidential information, including, but not limited to,
19		personnel and student records.
20	х.	Unlawful discrimination, including harassment, on the basis of race,
21		religious creed, color, national origin, ancestry, physical handicap, marital
22		status, sex, or age against the public or any staff member while acting in
23		the capacity of a District classified unit member.
24	y.	Unlawful retaliation against any other District officer or classified unit
25		member or member of the public who, in good faith, reports, discloses,
26		divulges, or otherwise brings to the attention of any appropriate authority
27		any information relative to an actual or suspected violation of state or
28		federal law occurring on the job or directly related thereto.
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#### 19.3 **Abandonment**

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A unit member shall be deemed to have abandoned his/her position if the unit members fails to show up for work and perform his/her duties for three (3) consecutive work days or has not notified his/her immediate supervisor of his/her absence for the same three (3) consecutive work days (no call, no show). If it is determined that a unit member has abandoned his/her position then that employee shall be deemed to have resigned from his/her employment with the district.

### 19.4 Prior to Employee Becoming Permanent

No personnel action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such as concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

### 19.5 Who May Initiate a Personnel Action

The superintendent or designee may initiate a personnel action as defined herein against a <u>permanent</u> classified unit member.

#### 19.6 Written Recommendation of Personnel Action

19 19.6.1 In all such cases involving a personnel action, the person initiating 20 said action shall file a written recommendation of personnel action, 21 approved as to form by the District's legal counsel, with the secretary 22 of the Board of Trustees. A copy of the recommendation shall be 23 served upon the unit member either personally or by registered or 24 certified mail, return receipt requested, at the unit member's last 25 known address. The recommendation shall include: 26 19.6.1.1 A statement of the nature of the personnel action (suspension with or without pay, demotion, reduction of 27 28 pay step in class, or dismissal);

19.6.1.2 A statement of the cause therefore as set forth in 19.2 above;

1		19.6.1.3	A statement of the specific acts or omissions upon which
2			the causes are based. If a cause stated in 19.2 above is a
3			alleged, the rule, regulations, or law violated shall be set
4			forth in the recommendation;
5		19.6.1.4	A statement of the unit member's right to appeal from
6			the order and of the manner and time within which
7			his/her appeal must be filed; and
8		19.6.1.5	A card or paper, the signing and filing of which shall
9			constitute a demand for hearing and a denial of all
10			charges.
11	19.6.2	Except in	cases of emergency where the unit member must be
12		removed f	from the premises immediately, at least five (5) calendar
13		days prior	to the effective date of any recommendation of personnel
14		action inve	olving suspension with or without pay for more than five (5)
15		days, dem	otion, reduction in pay step or class, or dismissal, the
16		Superinter	ndent or designee shall give the unit member written notice
17		of the prop	posed recommendation of the personnel action, including
18		the causes	and reasons for the proposed action, a copy of the materials
19		upon whic	ch the proposed action is based, and the right to respond
20		either oral	ly or in writing to the initiating party prior to the issuance of
21		the final re	ecommendation. Any response made by the unit member
22		shall be co	onsidered by the initiating party prior to issuing any
23		recommen	dation or order. In the event of emergency circumstances
24		that requir	res removal of the unit member from the work sites
25		immediate	ely, such notice and right to respond shall be provided to the
26		unit memb	per at the earliest reasonable time after his/her removal from
27		the premis	ses. In any case where the recommended personnel action is
28		a suspensi	on with or without pay for five (5) workdays or less, the
29		superinten	dent or designee may order the suspension into effect
30		immediate	ely on an interim basis, but shall either during the
31		suspension	or within five (5) workdays thereafter give the unit

member written notice of the action including the causes and reasons 1 2 therefore, a copy of the charges and any materials upon which the 3 action is based, and a right to respond either orally or in writing to the 4 person who ordered the suspension into effect. **Request for Hearing** 5 19.7 19.7.1 6 The unit member may, within five (5) calendar days after receiving 7 the recommendation of the personnel action described in 19.6 above, 8 request a hearing with the Board of Trustees by signing and filing the 9 card or paper included with the recommendation. Any other written 10 document signed and appropriately filed within the specified time 11 limit by the unit member shall constitute a sufficient request for 12 hearing. 19.7.2 13 A request for hearing may be mailed to the office of the 14 superintendent but must be received or postmarked no later than the 15 time limit stated herein. If the unit member against whom a 16 recommendation of personnel action has been filed fails to file a 17 request for hearing within the time specified in these rules, the unit 18 member shall be deemed to have waived his/her right to a hearing, 19 and if the person making the recommendation has not already ordered 20 the personnel action into effect on an interim basis, the person making 21 the recommendation may order the recommended personnel action 22 into effect immediately. A copy of such order shall be served upon 23 the unit member by certified mail, return receipt requested, and a copy 24 shall be delivered to the Board of Trustees for approval or ratification 25 by the Board. 26 19.7.3 At any time before a unit member's request for hearing is finally 27 submitted to the Board of Trustees for decision, the person making 28 the recommendation may, with the consent of the Board, serve on the 29 unit member and file with the Board an amended or supplemental

recommendation of personnel action. If the amended or supplemental

1			recommendation presents new causes or allegations, the unit member
2			shall be afforded a reasonable opportunity to prepare the defense
3			thereto. Any new causes or allegations shall be deemed controverted
4			and any objections to amended or supplemental causes or allegations
5			may be made orally at the hearing and shall be noted in the record.
6		19.7.4	Hearing on the Request
7			The Board shall conduct a hearing on the request at the earliest
8			convenient date, taking into consideration the established schedule of
9			the Board of Trustees and the availability of counsel and witness. The
10			Board shall issue a written decision on the matter within twenty (20)
11			calendar days after the conclusion of the hearing. A copy of the
12			decision shall be provided to the appellant or his/her designated
13			representative. The decision of the Board of Trustees shall be final
14			and binding, subject to established right of judicial review.
15	19.8	Termina	tion of New Probationary Classified Employees
16		At any tir	me prior to the expiration of the probationary period, the Board of
17		Trustees	may, in its sole discretion, dismiss a probationary classified unit
18		member f	from the employ of the District. A probationary classified unit member
19		shall not	be entitled to a hearing or to any statement of reasons for the Board's
20		action. W	Vritten notice of Board action shall be provided to the unit member
21		within fif	teen (15) calendar days after the Board's action.
22			

## ARTICLE 20. LAYOFF AND RE-EMPLOYMENT

## 3 20.1 **Definitions**

4		20.1.1	<u>Layoff</u>
5			Layoff includes any reduction in hours of employment or assignment
6			to a classification or grade lower than that in which the unit member
7			has permanence, voluntarily consented to by the unit member
8			(pursuant to these provisions), in order to avoid interruption of
9			employment by layoff.
10		20.1.2	Classification
11			Classification means a particular employment position as listed in
12			Appendix B.
13		20.1.3	Length of Service
14			For the purposes of this article, seniority i.e. "length of service" shall
15			be based on the date of hire i.e. first day of work within the
16			classification, including time served in a higher classification and in
17			equal classifications excluding any periods of unpaid leave in excess
18			of ninety (90) consecutive work days and service performed prior to
19			entering into a probationary or permanent status. Therefore, a unit
20			member who works or has worked in two or more classifications may
21			achieve seniority in each separate classification. Seniority in separate
22			classifications shall not be combined for the purposes of layoff.
23	20.2	Layoff P	rocedures
24		20.2.1	In the event of such layoff, the order of layoff within the classification
25			shall be determined by length of service. The unit member who has

1			been employed the shortest time in the classification, plus higher
2			classifications, shall be laid off first.
3		20.2.2	In the case of two (2) or more unit members having identical
4			seniority, the seniority shall be determined by lot.
5		20.2.3	For the purpose of this provision only, the term "classification" and
6			"higher classification" shall refer to those classifications listed in
7			Appendix "B" (classification).
8		20.2.4	Prior to any layoff, the District shall post a seniority list of affected
9			unit members. The District shall also provide the Association with a
10			copy of the seniority list.
11	20.3	Options	of Unit Members Notified of Layoff
12		The Dist	rict shall notify a unit member whose position has been eliminated that
13		he/she m	aust elect one of the following within five (5) working days of receipt of
14		notice. I	Except for options (g) and (h), the following options are listed in priority
15		order, an	d the unit member must select the first applicable option. The unit
16		member	has the right to select options (g) and (h), regardless of the availability of
17		other opt	tions listed.
18		(a)	Select a vacant position in the same classification which is equal in
19			pay and in number of hours of employment.
20		(b)	Displace a less senior unit member from a remaining position in the
21			same classification which is equal in pay and number of hours of
22			employment.
23		(c)	Select in another classification a vacant position in which the unit
24			member has previously completed the probationary period, which has

1			an equal number of hours of employment and for which the unit
2			member possesses the required licenses or certificates.
3		(d)	Displace less senior unit member in another classification from a
4			remaining position in which the unit member has previously
5			completed the probationary period, which has an equal number of
6			hours of employment and for which the unit member possesses the
7			required licenses or certificates.
8		(e)	Select options (a) through (b), which have a lower rate of pay.
9		(f)	Select options (a) through (d) which have fewer number of hours of
10			employment.
11		(g)	Elect to be laid off.
12		(h)	Elect a service retirement.
13			
14	20.4	Notice of	Layoff
15		20.4.1	When, as a result of the expiration of a specially funded program, unit
16			members' positions must be eliminated at the end of any school year
17			and unit members will be subject to layoff for lack of funds, the unit
18			members to be laid off at the end of such school year shall be given
19			written notice on or before April 29 informing them of their layoff
20			effective at the end of such school year and of their displacement
21			rights, if any, and re-employment rights.
22		20.4.2	However, if the termination date of any specially funded program is
23			other than June 30, such notice shall be given not less than forty-five
24			(45) days prior to the effective date of their layoff.
25		20.4.3	When, as a result of a bonafide reduction or elimination of the service
26			being performed by any department, unit members shall be subject to

1			layoff for lack of work. Affected unit members shall be given notice
2			of layoff not less than forty five (45) days prior to the effective date of
3			layoff and informed of their displacement rights, if any, and re-
4			employment rights.
5		20.4.4	Nothing herein provided shall preclude a layoff for lack of funds in
6			the event of an actual and existing financial inability to pay salaries of
7			unit members, nor layoff for lack of work resulting from causes not
8			foreseeable or preventable by the Governing Board, without the
9			notice required by aforementioned subsections.
10	20.5	Re-emp	loyment
11		20.5.1	Re-employment shall be in the reverse order of layoff. Unit members
12			who are laid off are eligible for re-employment, in their former
13			classification for a period of thirty-nine (39) months. Such unit
14			members shall have the right to apply for positions, in different
15			classifications, within the District during the period of the thirty-nine
16			(39) months. Before offering re-employment, the District may
17			reorganize, restructure, and reassign unit members within their
18			classifications. Not withstanding the above, it is agreed and
19			understood that the District has the right to discontinue a function or
20			service performed by a particular position within a classification. The
21			District shall not use volunteers or contracted services to fill the void,
22			on a continuous basis during layoff.
23			
24		20.5.2	Unit members who take voluntary demotions or voluntary reductions
25			in assigned time in lieu of layoff shall be granted the right to return to
26			the classification/hours held prior to layoffs for a period of sixty-three
27			(63) months, provided the same tests of fitness under which they
28			qualified for the appointment shall still apply.
29			

1	20.5.3	Whenever a layoff occurs, pursuant to Article 20 of this contract,
2		subsequent vacancies within a classification affected by the layoff
3		shall be filled first by selection from the currently active unit
4		members within the classification, then from the reemployment list
5		for the classification, and then from currently active unit members
6		outside the classification, then from outside sources.
7		
8	20.5.4	When a unit member is placed on the thirty-nine (39) months rehire
9		list, due to an industrial accident or injury, the unit member will be
10		rehired in accordance with Education Code 45192(B).
11		
12	20.5.5	Refusal of two (2) offers of re-employment to the classification from
13		which laid off shall cause removal from the list and the loss of any re-
14		employment rights. However, declining an offer of re-employment of
15		fewer hours of employment held at time of layoff shall not constitute
16		a refusal of employment.
17	20.5.6	Offers of re-employment shall be either personally served or made via
18		U.S. first class mail addressed to the last known address and shall
19		include the specific vacancy and hours being offered, the rate of pay,
20		level of benefits, a current job description, and a mechanism for
21		acceptance or refusal of the offer of re-employment within the
22		prescribed time limit, and a place for the unit member's signature.
23		Failure to so reply within ten (10) working days from service of the
24		offer of re-employment shall be deemed a refusal of the offer of re-
25		employment. It is the responsibility of each unit member on a re-
26		employment list to file with the District Office a current mailing
27		address.
28	20.5.7	A unit member who is laid off and subsequently rehired from a re-
29		employment list shall have the accrued sick leave balance as of the
30		date of layoff reinstated.

1	20.5.8	In the event of a layoff, the remaining bargaining unit members will
2		not have their workload increased nor will they be forced to work
3		overtime in order to maintain the pre-layoff work output.
4	20.5.9	In the event of a layoff, it is understood that the intent of the parties
5		concerned that volunteers shall not be used to displace classified unit
6		members.

# ARTICLE 21. TERM

2	21.1	This Agreement shall remain in full force and effect July 1, 2014 and thereafter
3		shall continue in effect year by year July 1 through June 30 unless one of the
1		parties notifies the other in writing no later than March 15, each year, through
5		June 30, 2017, to amend or terminate the Agreement

SCOT.	T VALLEY UNIFIED SCHOOL D	ISTRICT				APPEND	OIX "A"									
01	'C' - 1 O -1 O -1 1 -1 -													2% I	oetween anni	versary steps
	sified Salary Schedule															1.02
	15 Salary Schedule															
Effective July 1, 2014										2% between all steps					nniversary	
Range	Range Position		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	1.020 Step 10	Year 13 Step 11	Year 16 Step 12	Year 19 Step 13	Year 22 Step 14	Year 25 Step 15
ivarige	i osition	Step 1	Step 2	этер э	этер 4	Step 3	Step 0	Step 7	Step 0	этер э	Step 10	Step 11	Otep 12	Step 13	Step 14	отер 13
1	Aide Preschool Assistant	10.20	10.40	10.61	10.82	11.04	11.26	11.49	11.72	11.95	12.19	12.43	12.68	12.94	13.19	13.46
	Associate Preschool Teacher	10.20		10.01	.0.02		20		2		12.10	12.10	12.00	12.01	10110	
	Custodian															
	Food Service / Delivery Worker	44.00		44.07	44.04	40.44	40.00	40.04	40.00	40.45	40.44	40.00	40.05	4400	4454	44.00
2	Transportation Clerk	11.22	11.44	11.67	11.91	12.14	12.39	12.64	12.89	13.15	13.41	13.68	13.95	14.23	14.51	14.80
	Career Technician Library Media Tech															
	One-on-One Paraprofessional (NCLB															
	compliant)															
	Paraprofessional (NCLB compliant) Special Ed Paraprofessional (NCLB															
	compliant)															
3	Preschool Teacher	11.73	11.96	12.20	12.45	12.70	12.95	13.21	13.47	13.74	14.02	14.30	14.58	14.88	15.17	15.48
	Cook															
	Maintenance / Custodian	40.04	40.40	40.70	40.00	40.05	40.54	40.70	4400	4404	44.00	4400	45.00	45.50	45.00	40.45
4	Preschool Master Teacher	12.24	12.48	12.73	12.99	13.25	13.51	13.78	14.06	14.34	14.63	14.92	15.22	15.52	15.83	16.15
5	School Secretary	13.77	14.05	14.33	14.61	14.91	15.20	15.51	15.82	16.13	16.46	16.79	17.12	17.46	17.81	18.17
	Bus Driver	10.77					. 0.20		10.02	10110	10110					
	Assistant Mechanic															
_	Lead Maintenance / Custodian	44.00	44.57	44.00	45.45	45.40	45 77	40.00	40.40	40.70	47.07	47.44	47.70	40.44	40.47	40.04
6	Preschool Site Coordinator	14.28	14.57	14.86	15.15	15.46	15.77	16.08	16.40	16.73	17.07	17.41	17.76	18.11	18.47	18.84
	Maintenance/Custodian Crew Leader Mechanic															
	Mechanic/Maintenance/Custodian															
7	Transportation Crew Leader	15.81	16.13	16.45	16.78	17.11	17.46	17.80	18.16	18.52	18.89	19.27	19.66	20.05	20.45	20.86
8	Technology Specialist	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90	24.38	24.87	25.36	25.87	26.39	26.92
NOTE:																
	ormal work day for a classified staff is 8 l ealth Insurance CAP for full-time classifie			0 effective	01-01-10											
	ersary Steps (in the current position) at the					<i>/</i> 1										
4. AA/AS degree - annual stipend of \$500																
	S degree - annual stipend of \$750 ers degree - annual stipend of \$1,000															
	rate degree - annual stipend of \$1,500															
8. "Spec	ial Needs One-on-One" paraprofession	al - annual s	tipend of \$	500 (work 4	1.25 hrs or	more per d	ay) and \$25	50 annual s	stipend (wo	rk less tha	n 4.25 hrs p	er day)				
Board A	Board Approved: 10-15-14															
																_

## APPENDIX "B"

### **Classification for Layoff Purposes Only**

- Aide
- Preschool Assistant
- Associate Preschool Teacher
- Custodian
- Food Service/Delivery Worker
- Transportation Clerk
- Career Technician
- Library Media Tech One-on-One Paraprofessional
- (NCLB compliant)
- Paraprofessional (NCLB compliant)
   Special Ed Paraprofessional (NCLB
- compliant)
- Preschool Teacher
- Cook
- Maintenance/Custodian
- Preschool Master Teacher
- School Secretary
- Bus Driver
- Assistant Mechanic
- Lead Maintenance/Custodian
- Preschool Site Coordinator
   Maintenance/Custodian Crew
- Leader
- Mechanic
- Mechanic/Maintenance/Custodian
- Transportation Crew Leader
- Technology Specialist

