


AGREEMENT

**California School Employees Association
King City Chapter #494
and
King City Union School District**

July 1, 2011 To June 30, 2014

Signing for the Association (CSEA):




Leslie Girard



Deborah King




Caren Hook



Carmen Gurley




Lilia Perez




Valarie Davis, CSEA Labor Relations
Representative

For the District:




William Brand, Superintendent



Rory L. Livingston, Asst. Superintendent

Maila Nguyen



Leigh Butler

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	1-1
II	Definitions	2-1 to 2-3
III	Maintenance of Policies, Rules and Regulations	3-1
IV	Organizational Privileges and Responsibilities	4-1 to 4-3
V	Check Off and Organizational Security	5-1
VI	Evaluation Procedure	6-1
VII	Hours and Overtime	7-1 to 7-7
VIII	Pay and Allowances	8-1 to 8-4
IX	Health and Welfare Benefits	9-1 to 9-2
X	Holidays	10-1 to 10-2
XI	Vacation	11-1 to 11-2
XII	Leaves	12-1 to 12-8
XIII	Classification, Reclassification, and Abolition of Positions	13-1 to 13-2
XIV	Transfers, Promotions and Reassignments	14-1 to 14-2
XV	Grievance Procedure	15-1 to 15-4
XVI	Contracting	16-1
XVII	Safety	17-1
XVIII	Discipline Procedures	18-1 to 18-5
XIX	Layoff	19-1 to 19-3
XX	Professional Growth	20-1 to 20-3
XXI	Short-Term Employees	21-1
XXII	Drug and Alcohol Testing for Safety Sensitive Positions	22-1 to 22-4
XXIII	Implementation of NCLB	23-1
XXIV	Video/Sound Recordings	24-1
XXV	Severability	25-1
XXVI	Negotiations	26-1
	Classified Bargaining Unit Positions & Job Families	Appendix A
	Evaluation Form	Appendix B
	Salary Schedule	Appendix C
	Grievance Form	Appendix D
	District Personnel Complaint Procedure (AR4144)	Appendix E
	Calendar	Appendix F

ARTICLE I - RECOGNITION

- 1.1 The District hereby recognized CSEA as the sole exclusive representative for all persons who are members of the classified service as defined by Education Code Sections 45103, 45104, 45105 and 45105.1 except those persons lawfully excluded as management, supervisory, confidential or noon duty supervisors, morning duty supervisors and crossing guards assigned a total daily work period of two and one half (2 1/2) hours or less. Any noon duty supervisor, morning duty supervisor or crossing guard assigned a daily work period, under any position title, in excess of two and one half (2 1/2) hours, not including substitution hours, shall become a part of the bargaining unit. Current District classifications covered by the terms of this Agreement are included in, but not limited to Appendix A, attached hereto and incorporated by reference as a part of this Agreement. During the life of this Agreement all newly created classified positions, except those lawfully excluded, shall be assigned or not assigned to the bargaining unit by the District Board of Trustees after consultation with the CSEA. Disputed positions will be submitted to the PERB for resolution as specified by PERB rules and regulations.

- 1.2 Upon initial placement the employee shall receive information regarding his/her assigned hours and health and welfare benefits, as well as a copy of his/her job description and a current CSEA contract.

ARTICLE II - DEFINITIONS

- 2.1 "Academic Year": the period from August through June when students are normally required to be in attendance and including all recess periods falling within that time span.
- 2.2 "Allocation": the placement of a class on a specific salary schedule range or rate.
- 2.3 "Anniversary date": the date upon which an employee is granted salary step advancement earned by completion of a required period of service. All employees will have a July 1 anniversary date and section 8.3 defines how this is done.
- 2.4 "Bargaining unit seniority": secured by hours in paid status in a class or classes included in the bargaining unit.
- 2.5 "Bumping right": the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 2.6 "Class": any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.7 "Class description": the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 2.8 "Classification": each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- 2.9 "Demotion": a change in assignment of an employee from a position in another class that is allocated to a lower salary rate or an assignment to an inferior status.
- 2.10 "Differential": a salary allowance in addition to the basic rate of schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
- 2.11 "Domestic Partner Inclusion": the terms "immediate family", "dependent", "spouse", and "wife" shall also include "domestic partner" as defined by California statute.
- 2.12 "Fiscal year ": July 1 through June 30.
- 2.13 "Health and welfare benefits": any form of insurance or similar benefit programs, including, but not limited to medical, hospitalization, prescription drugs, dental, vision, life, disability, prepaid legal, income protection insurance, or annuity programs.
- 2.14 "Hire date seniority": seniority based on the employee's hire date in a class.
- 2.15 "Immediate family": defined in section 12.2.1 "Bereavement Leave".
- 2.16 "Incumbent": an employee assigned to a position and who is currently serving in or on leave from the position.
- 2.17 "Industrial accident or illness": an injury or illness arising out of or in the course of employment with the District.
- 2.18 "Involuntary demotion": a demotion without the employee's voluntary written consent.

- 2.19 "Involuntary Transfer": a transfer initiated by management which results in the movement of a unit member from one school site, program, academic year, or year-round track to another.
- 2.20 "Leave and transfer policies": means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- 2.21 "Minimum qualifications": qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
- 2.22 "Notice": whenever notice is required under this agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery or First Class mail to the Office of the Superintendent. Notice to CSEA shall be by personal delivery or First Class mail to the President of the local chapter.
- 2.23 "Permanent employee": includes tenure in the classification in which the employee passed the required six (6) month probationary period, and includes all of the incidents of that classification.
- 2.24 "Probationary employee": a regular employee who will become permanent upon completion of a six (6) month probationary period.
- 2.25 "Promotion": a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher salary range.
- 2.26 "Reallocation": movement between one salary schedule range and another.
- 2.27 "Reclassification": recognition that a position or a classification has evolved through a change in duties and job requirements.
- 2.28 "Recruitment Period": the sixty (60) day period during which the District recruits qualified applicants to fill a vacancy, beginning with the initial date the vacancy occurs. If the District recruits, a substitute may be employed in the vacancy.
- 2.29 "Reemployment": the return to duty of an employee who has been placed on a reemployment list.
- 2.30 "Reemployment list": a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 2.31 "Regular employee": as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.
- 2.32 "Restricted employee": specially funded positions that are restricted to employment of persons in low-income groups, from designated impoverished areas or other criteria which restricts the privilege of all citizens to compete for employment in the positions.
- 2.33 "Safety conditions of employment": any work-related condition affecting the health, safety, or welfare of the employee.
- 2.34 "Salary range": one of the salary levels within a salary schedule. There shall be 2.5% between ranges.
- 2.35 "Salary rate": a specific amount of money paid for a specific period of service.

- 2.36 "Salary schedule": a series of salary steps and ranges, which comprise the rates of pay for all classes.
- 2.37 "Salary step": one of the salary levels within the range of rates for a class. There shall be 5% between steps.
- 2.38 "School year and fiscal year": as defined by law.
- 2.39 "Seniority by hire date": Seniority based on the employee's hire date.
- 2.40 "Short-term employee": means any person who is employed to perform a service for the district, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.
- 2.41 "Spouse": includes domestic partner.
- 2.42 "Student worker": full-time students employed part-time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.
- 2.43 "Substitute employee": a person who is not a classified employee hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position or a person hired to perform the duties for a position during a recruitment period for a vacancy.
- 2.44 "Summer school": that period when schools are in session which falls outside the regular academic year.
- 2.45 "Uniforms": any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform.
- 2.46 "Voluntary demotion": a demotion agreed to in writing by the employee and the District.
- 2.47 "Voluntary transfer": a transfer initiated by a unit member which results in the movement of the unit member from one school site, program, academic year, or year-round track to another.
- 2.48 "Wife": includes domestic partner.
- 2.49 "Working hours": all hours in paid status shall be considered working hours.
- 2.50 "Yard Duty": part-time playground positions shall not be a part of the classified service, where the employee is not otherwise employed in a classified position. Part-time playground positions shall be considered a part of the classified service when the employee in the position also works in the same school district in a classified position.

ARTICLE III - MAINTENANCE OF POLICIES, RULES AND REGULATIONS

- 3.1 The District and the CSEA agree that applicable law and all written policies, rules and regulations within the scope of negotiations, affecting classified employees which are in effect at the time this Agreement is entered into and shall remain in full force and effect for the life of this Agreement, to the extent not inconsistent with state or federal law. Such applicable law, policies, rules and regulations are incorporated herein by reference, and shall not be altered except by mutual agreement of the parties.
- 3.2 Discrimination Prohibited: No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms or conditions of employment because of his/her political opinions or affiliations, or on the basis of race, color, religion, sex, national origin, disability, genetic information, age, or marital status.

ARTICLE IV - ORGANIZATIONAL PRIVILEGES AND RESPONSIBILITIES

The CSEA shall have the following rights in addition to the rights covered by other portions of the Agreement:

- 4.1 The right to designate union stewards from among employees in the unit for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. CSEA shall notify the District in writing of the Union Stewards.
- 4.2 The Union Stewards shall be allowed time when conferring with employees in the unit on processing grievances. Such time allowance shall be reasonably appropriate to the number of employees at the location.
- 4.3 The CSEA representative may visit the District during operating hours for purposes consistent with this Agreement and afforded access to areas in which employees work.
- 4.4 The right to hold meetings on District property provided permission is obtained from the Superintendent or designee.
- 4.5 The right to use institutional equipment with District approval and to reimburse the District for any cost incurred.
- 4.6 The right to have designated, and use without charge, institutional bulletin board space at all school locations and use of the school mail system, distribution boxes, and other means of communication for posting or transmission of material dealing with proper or legitimate business of the CSEA.
- 4.7 Except as provided herein, no employee will engage in CSEA activity during the time he/she is assigned to his/her regular duties.
- 4.8 Nothing contained in this Agreement shall be construed to permit an employee organization other than the CSEA to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate supervisor or processing a grievance on his/her behalf according to Article XV.
- 4.9 Members of the CSEA Negotiations Committee shall, upon arrangement, be excused from their regular duties without loss of pay for the time spent in negotiations or other scheduled occasions with the District or its representatives, if conducted during working hours.
- 4.10 The District agrees that a release time program for CSEA members shall be in effect according to the following conditions:
 - a. The Superintendent or his/her designee and the CSEA Chapter President shall meet during June and January to agree upon release time for CSEA business. The agreement shall include the amount of release time that will be authorized, the potential schedule for release time activities, and the CSEA members who will be involved in each activity.
 - b. In addition, during April of each year, the CSEA Chapter President and the Superintendent or his/her designee shall confirm release time arrangements for the CSEA Annual Conference delegates. CSEA recognizes that arrangements for release time may differ from year to year based on the positions held by elected delegates, the length of the conference, and the financial situation of the District.

- 4.11 CSEA Chapter #494 and the King City Union School District shall provide a joint orientation for all classified employees under the following circumstances. An employee is:
- New to the District
 - Increased/decreased in hours (resulting in a change in health and welfare eligibility)

CSEA shall appoint an Orientation Committee annually and notify the District who the contact will be. The District shall provide adequate release time (2 hours – including travel time) for CSEA Committee members to assist in providing this service. The orientation program shall be provided when the employee first comes to sign paper work if new to the District or within 5 working days following the Board of Trustees' Meeting when the employee's change in status is approved.

KING CITY UNION SCHOOL DISTRICT

Classified Pre-employment Check-off Sheet

1. Application _____
2. Fingerprint Form
(Not Bus Drivers) _____
3. W-4 _____
4. DE-4 _____
5. Oath of Allegiance _____
6. Child Abuse Form _____
7. I-9 & Copy of Driver's License
Social Security Card, etc. _____
8. Automatic Check Deposit Form _____
9. TB Verification _____
10. Industrial Injury Doctor Preference Form _____
11. Required Notices (Including Tobacco-Free
Schools, Drug and Alcohol-Free Workplace,
And Sexual Harassment) _____
12. PERS Enrollment or PERS Exclusion Form _____
13. Warrant Recipient Designation Form _____
14. Benefit Enrollment Papers
(Employees who work four (4) or more
hours per day) _____
15. Copy of Current CSEA Contract _____
16. CSEA New Member Packet _____

ARTICLE V - CHECK OFF AND ORGANIZATIONAL SECURITY

- 5.1 CSEA shall have the sole right to have membership dues, initiation and service fees deducted for employees in the bargaining unit.
- 5.2 The District shall deduct in accordance with the CSEA Dues and Service Fee Schedule, provided to the District, dues from the wages of all employees who are members of CSEA on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District. All employees from the date of commencement of assigned duties in the bargaining unit shall pay to CSEA a fair share service fee or dues as detailed in this article.
- 5.3 The District shall deduct dues in accordance with the CSEA Dues and Service Fee Schedule, from the wages of all employees who, after the date of this Agreement, become members of the CSEA and submit a dues authorization form.
- 5.4 All employed unit members who are not CSEA members and who elect not to initiate a dues deduction authorization form, shall pay service fees in an amount no greater than the current CSEA dues. Such service fees may be paid by submitting a service fees deduction authorization form to the District or by direct annual payment to the CSEA by October 1st of any school year.
- 5.5 New employees within thirty (30) days from the commencement of actual employment must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current CSEA dues directly to the CSEA.
- 5.6 Notwithstanding any other provision of the Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to CSEA, to pay an amount no greater than the current CSEA dues to any non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. In this regard, a District Scholarship Fund account will be maintained. Proof of payment to any fund shall be made on an annual basis to the CSEA.
- 5.7 The requirements of this Article shall be a condition of continued employment for all members of the unit.
- 5.8 CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

ARTICLE VI - EVALUATION PROCEDURE

- 6.1 Employees shall be evaluated in each classification in which they serve at least once during their initial six (6) months probationary period, and at least annually thereafter. Written evaluation will be made on the District evaluation form, a copy of which is attached as Appendix B and incorporated by reference herein. The evaluation shall be done by the supervisor who directly observes the employee in each classification in which the employee serves. In evaluating a paraeducator, the evaluator shall solicit input from the teacher or teachers with whom the paraeducator works.
- 6.2 A permanent employee who changes classification shall be evaluated at least once, preferably at the end of five (5) months of probationary service in the new classification, and annually thereafter.
- 6.3 Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent, rather than holding it in abeyance until the time of written evaluation.
- 6.4 When an evaluation of less than "satisfactory" performance or conduct is made, an employee shall have reasonable time to show improvement. A second evaluation shall be given at the end of this period.
- 6.5 No evaluation shall be made based upon hearsay statements or comments without investigation.
- 6.6 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. If requested, a meeting for discussion between the employee and the evaluator will be granted.
- 6.7 At the time of the evaluation, employees shall be provided with a copy of their evaluation and all written material that affects an evaluation prior to its submission to a reviewer and placed in the district personnel file. The employee shall be entitled to respond to the evaluation and written material within ten (10) working days of its receipt and have such response attached to the evaluation and/or material. Upon request, the immediate manager may grant an additional five (5) days to respond.
- 6.8 An employee shall have the right at reasonable times to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that was obtained prior to the employment of the employee involved.
- 6.9 Any person who places written material or drafts written material for placement in an employee's personnel file shall sign the material and signify the date on which such material was drafted.

ARTICLE VII - HOURS AND OVERTIME

- 7.1 Workweek: The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 7.2 Workday: The length of the workday shall be designated by the District for each classified assignment at the time of employment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 7.3 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 7.4 Increase in Hours: When additional hours are assigned to a part-time position on a regular basis, other factors being equal, the assignment shall be offered to the employee in the appropriate class with the greatest class seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of class seniority until the assignment is made. In the event that two (2) or more employees have equal seniority, ties in seniority shall be broken by using the first date of hire in the District or the adjusted hire date if there was a voluntary break in service, whichever is later. If a tie remains, then this tie will be broken by lot. The CSEA President, the affected employees, and the Superintendent or designee shall be present. This process shall establish rank order but shall not change the hire date in class.
- 7.5 Lunch Periods: All employees covered by this Agreement, shall be entitled to an uninterrupted lunch period after the employee has been on duty for not less than three (3) hours and not more than five (5) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about midpoint of each work shift.
- 7.6 Rest Periods:
- 7.6.1 All bargaining unit employees shall be granted rest periods which insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.
- 7.6.2 Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employees.
- 7.7 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 7.7.1 All four (4) hour or more per day employees who work beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.

- 7.7.2 All hours worked on the seventh (7) consecutive day of work shall be compensated at the overtime rate.
- 7.7.3 All hours worked on holidays designated by the Agreement shall be compensated for at the rate of time and one half the regular rate of pay, in addition to the regular pay received for the holiday.
- 7.8 Compensatory Time Off:
- 7.8.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for work beyond the regular workday and for overtime work. Such election shall be submitted in writing to the immediate supervisor within the pay period in which it is earned. Compensatory time off shall be granted at the appropriate rate based on the employee's rate of pay at the time it was earned.
- 7.8.2 Compensatory time shall be taken with District approval when school is not in session, with no more than 40 hours being accumulated at any one time and no more than 16 hours being taken in a month unless otherwise agreed to by the District. If compensatory time has not been taken within 12 months of the date on which it was earned, the District shall pay the employee in cash for all time earned but not taken at the appropriate rate based on the employee's rate of pay at the time it was earned.
- 7.9 Overtime Distribution: Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit.
- 7.10 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two hours pay at the appropriate rate of pay irrespective of the actual time worked.
- 7.11 Right of Refusal: Any employee shall have the right to reject any offer or request for overtime or call back, on-call or call-in time, except in the case of an emergency.
- 7.12 Standby Time: All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked.
- 7.13 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time worked.
- 7.14 Extended Work Year Assignments
- 7.14.1 A regular employee who accepts an extended work year assignment in accordance with the provisions of this Agreement shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular work year, and in no event shall his/her compensation and/or benefits be less, on a pro rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the extended work year assignment. Extended work year service shall be defined as service during summer and school breaks.
- 7.14.2 Offers of summer school employment shall be made in order of seniority within class to qualified employees. If no positions within class are available to an employee, positions in other classifications may be offered depending on the qualifications of the employee. In no event shall non-regular employees (including student employees) displace qualified regular employees for summer employment.
- 7.14.3 Where employees serve in a classification different from their regular classification, their rate of pay shall be that of the assigned summer school classification and shall

be at Step A unless they have prior service in the assigned classification in which case the step placement shall be consistent with such prior service and the current assignment.

7.15 School Calendar:

7.15.1 The student school year and work year calendars for bargaining unit members shall be negotiated each year prior to adoption by the Board of Trustees. CSEA is willing to work collaboratively with the District and CTA to develop the annual student school year calendar with a target date of February for the committee to take its recommendations to the Board of Trustees. This subject shall not be counted in the agreed upon number of reopeners for any subsequent negotiations.

7.15.2 Within an employee's assigned work year, every day not a Saturday, Sunday or Holiday shall be a paid workday.

7.16 Activity/Field Trip Driving Assignments: Activity/Field Trip driving assignments shall be distributed and recorded in compliance with the following provisions for regular route bus drivers. (This section does not apply to Saturday, Sunday or Holiday assignments.)

7.16.1 An "Activity/Field Trip Board" shall be established to be effective July 1, annually, listing drivers in order of seniority in class (i.e., Bus Driver, Bus Driver/Custodian, etc.). Trip assignments shall be posted no less than seven calendar days in advance.

7.16.2 The first Activity/Field Trip driving assignments beginning annually on July 1 shall be made in order of seniority in class.

A. Thereafter, the driver having the least credited Activity/Field trip hours shall be offered the trip first. The purpose of this provision shall be to equally distribute Activity/Field trip driving hours/assignments as much as possible. Therefore, the second driving assignment shall be assigned to the driver with the next least number of credited hours, and so forth, in ascending order. Credited hours include all hours driven both regular and overtime.

1. If the least number of credited hours is equal among two or more drivers, the driver who has been longest without an activity/field trip assignment will be offered the trip.

B. If the Transportation Director is notified within 48 hours of the Activity/Field Trip, drivers may voluntarily trade trips with each other providing it does not interfere with other job responsibilities and schedules.

C. Non-regular route bus drivers may request to be assigned driving responsibilities for an activity/field trip of their choice if they notify the Transportation Director two weeks prior to the activity/field trip and the regular route drivers all agree. Non-regular route drivers may take up to two (2) activity/field trips per year with no hours charged to the regular route driver.

7.16.3 Drivers shall have the right to refuse an Activity/Field Trip driving assignment according to the following guidelines:

A. A driver is allowed to refuse three consecutive Activity/Field Trip driving assignments, and then he/she must take their next assigned trip.

B. In the event a driver refuses an Activity/Field Trip driving assignment, the hours driven by the accepting driver shall be credited to the refusing driver.

- C. If all drivers have refused an activity/field trip driving assignment and all non-regular route drivers have been offered the available activity/field trip and refused it, the trip returns back to the original driver.
 - D. Activity/Field Trip driving assignments accepted by drivers and subsequently refused due to illness or emergency situations will not be credited as a trip on the "Activity/Field Trip Driving Board" for the refusing driver. The term "emergency" shall mean a situation, which the driver could not have known at the time of acceptance and could not control through reasonable diligence.
 - E. Only the driver initially refusing a trip will be charged with the hours for that trip. Subsequent drivers who refuse the same trip will not be charged the hours. A driver accepting a trip, refused by another driver, will not be charged with the hours driven. The refused trip will be offered to the next driver with the lowest Activity/Field Trip Board hours.
 - F. If a driver is sick or out for an extended period and has missed more than two Activity/Field Trips and is behind in hours, the Board will be averaged and that driver will be given the next available unassigned trip.
 - G. Acceptance of a refused trip and voluntary trip trades must have prior approval from other affected supervisors. However, each driver who voluntary trades shall only be credited with his/her originally assigned number of trip hours.
 - H. If a trip is offered less than 24 hours in advance of the time it is to start, the hours shall not be credited to any driver.
- 7.16.4 Field Trip Cancellations: If an Activity/Field Trip is cancelled, the driver whose trip has been canceled shall be offered the next unassigned trip.
- 7.16.5 When a New Trip Becomes Available: When a new trip becomes available within the posted period, the unassigned driver with the least amount of accumulated trip hours shall be assigned the trip.
- 7.16.6 No Management or Supervisory Personnel shall Drive a School Bus Route nor an Activity/Field Trip excepted in an Emergency.
- A. An "Emergency" means when there is absolutely no regular bus driver or substitute available to drive, and the run or trip must be covered.
 - B. Every effort shall be made by the Transportation Supervisor or designee to rearrange driver schedules, route or buses in order to prevent management or supervisory personnel from supplanting classified employees or preventing classified employees from performing classified bargaining unit work.
- 7.16.7 Saturday, Sunday and/or Holiday Activity/Field Trip Assignments: Activity/Field Trip assignments posted for a Saturday, Sunday and/or Holiday shall be offered by seniority. A seniority list shall be established, July 1, annually. The first Activity/Field Trip assignment, beginning July 1, shall be made in order of descending seniority. This rotation shall continue through June 30. Saturday, Sunday and/or Holiday trips cannot be traded. A refused trip shall be offered to the next most senior driver. If all drivers refuse, the Transportation Supervisor or designee shall assign the trip. A driver who refuses a trip shall not be assigned another trip under this section until all other less senior drivers have been offered such a trip.

7.16.8 Standby Time:

- A. Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay.
- B. Whenever any combination of driving and standby hours in a day exceeds the established workday (8 hours) as defined in this Agreement, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.
- C. Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

7.17 When a special education bus driver is absent from duty, the District will reassign the District-wide food service delivery driver/bus driver to cover the absent special education bus driver. In the event that is not feasible, the District shall increase the hours of a current custodian/bus driver for coverage. Such increase in hours shall be done on a rotational basis among current bargaining unit members for future absences; however, absences of an employee for consecutive days shall be covered by the same person as long as practical.

7.18 Overtime, Extra Time, Out of Class, and Change of Shift Opportunities and Rotation

7.18.1 Sign-Up Procedures: Annually, employees shall be given the opportunity to sign up for and declare their interest in additional duty assignments (extra time, overtime), opportunities to work out of class, and opportunities to work different shifts. The District shall distribute the sign-up sheet by May 1 each year and employees must return the form to Human Resources within 10 workdays in order to be eligible to work any of these assignments. In addition, if an employee indicates an interest in working out of class, he/she is required to prove they meet the minimum qualifications of the other classification(s). New employees will be provided the opportunity to sign up at time of employment.

7.18.2 Offers for Assignments: The District shall then rank all of the employees on the list by seniority. When opportunities become available, the District shall start with (a) below and only proceed to the next option if no one accepts the assignment:

- A . offer to employees in the same class at the same site
- B . offer to employees in the same class at other sites
- C . offer to employees in other classes at the same site
- D . offer to employees in other classes at other sites

7.18.3 Opportunities to work extra time, overtime, out of class, or to change shift are available under the following circumstances:

- A . An employee is expected to be absent from work due to leave of absence, family medical leave, or vacation
- B . An employee is expected to be absent from work due to illness or injury
- C . A position is vacant and the District is engaged in recruitment
- D . Non-immediate, non-emergency extra hours or overtime are anticipated by a site
- E . The District creates a short-term position, as defined by law, which may include such tasks as deferred maintenance projects.
- F . Working out of class and temporary changes of assignment are provided in lieu of the employee's regular assignment. Instances may occur in which an out of class opportunity or temporary change in assignment may be allowed

to be in addition to the employee's regular assignment if the following conditions are met:

1. Employee is part-time.
2. The time and hours of the short-term opportunity or temporary change in assignment are not in conflict with the time and hours of the employee's regular assignment.
3. Acceptance of the short-term opportunity or temporary change of assignment will not place the employee in an overtime status.

The District will determine if the above conditions are met.

7.18.4 Seniority Rotation: The first opportunity that becomes available beginning with July 1 each year shall be offered to the most senior employee on the list. The employee being made the offer shall have a reasonable period of time to accept/reject the offer. Every time an employee accepts overtime, extra time, or out of class opportunity, he/she shall be placed at the bottom of the list. The next opportunity shall be offered to employee then at the top of the list. This rotation process shall continue through June 30, annually.

7.18.5 Additional Terms:

- A . If an opportunity becomes available when an employee who has expressed interest is on leave and does not have the chance to decline or accept the opportunity, then that employee shall remain on the list in the original order of seniority.
- B . If an employee declines an offer, it is final.
- C . If an employee accepts one of these opportunities, that employee is expected to remain in that position until the absent employee returns, the vacancy is filled, or the project of short-term duration is completed.

KING CITY UNION SCHOOL DISTRICT

EXTRA TIME, OVERTIME,
OUT OF CLASS, AND CHANGE OF SHIFT OPPORTUNITIES

ANNUAL SIGN UP SHEET

(No later than May 1)

Classified employees who are interested in working extra time, overtime, out of class, or in changing shifts are required to sign up each year. This form must be filed in Human Resources within 10 days of distribution. If you do not sign up, you will not be offered these opportunities during the following year.

Employee Name: _____ Work Site: _____

Phone Number: _____

Current Position: _____

_____ I am interested in working overtime or extra time in my own job.

_____ I am interested in working overtime or extra time in my classification at another site.

_____ I am interested in working out of class at my own site.

_____ I am interested in working out of class at another site.

_____ I am interested in moving from the night shift to the day shift.

I am qualified for and want the opportunity to work out of class in the classifications I have checked below.

<input type="checkbox"/>	Clerical Classifications	<input type="checkbox"/>	Transportation Classifications
<input type="checkbox"/>	Accounting Classifications	<input type="checkbox"/>	Food Services Classifications
<input type="checkbox"/>	Paraeducator Classifications	<input type="checkbox"/>	Technical Classifications
<input type="checkbox"/>	Maintenance and Operations Classifications	<input type="checkbox"/>	Student Supervision

Translate _____ Oral _____ Written

To be qualified as a Paraeducator, one of the following must be met:

- 1) *Paraeducators must have a High School diploma or GED certificate with 48 semester units; or*
- 2) *Possess a High School diploma or GED and pass District exam; or*
- 3) *Hold an Associate Degree.*

ARTICLE VIII - PAY AND ALLOWANCES

- 8.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. Regular pay shall include longevity steps.

Classified employees shall be paid according to the salary schedule (Appendix C). The salary schedule shall be structured to be 2.5% between ranges and 5% between steps 1 through 6. Two year longevity increments of 2.5% beginning with step 8 and ending with step 30 shall also be included on the salary schedule.

- 8.2 Anniversary Date: All classified employees shall have anniversary dates of July 1 for purpose of salary schedule advancement. A new employee who has been in paid status for at least 50% of the days of a full year assignment for his or her classification shall be eligible for advancement on the following July 1.

- 8.3 PERS EPMC Program: Beginning July 1, 1985, and continuing from year to year thereafter, the District agrees to, each month (except for any month when no salary is earned), contribute to the Public Employee Retirement System (PERS), in addition to its required contributions, that portion of the PERS contributions heretofore paid by each eligible employee as specified hereinafter. The amount paid for each employee shall be equal to the total increased dollar value of salary plus District-paid mandatory benefits (PERS, Social Security, Unemployment, and Workers' Compensation) which would have been expended for the employee had a five per cent (5%) increase been added to the 1984-1985 salary schedule.

8.3.1 In the event an employee is promoted, the district-paid employee contribution to PERS shall be adjusted upward in accordance with the employee's new monthly salary. In the event of an increase in regular assigned hours worked, the District-paid employee contribution shall likewise be adjusted.

8.3.2 In any month in which an employee does not earn full salary or wages, and the amount owed PERS is less than the District-paid employee contribution as specified in section 8.3, and 8.3.1 above, the amount paid by the District shall be the full amount owed by the employee for that month.

EXAMPLE: The calculated District-paid employee contribution is \$60.50. However, in October the employee earns less than normal and the amount owed PERS as calculated on the lower amount he earned is only \$59.00. The District would pay the \$59.00; the employee would pay nothing.

- 8.4 Paychecks: Regular paychecks of employees shall be itemized to include: regular pay, other pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions, including health and welfare deductions as negotiated and within the capacity of the Monterey County Office of Education.
- 8.5 Frequency: All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 8.6 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued out of any funds available within five (5) working days following the date of determination of the error.

- 8.6.1 Any payroll error resulting in an overpayment to an employee shall be repaid to the District over a reasonable and mutually agreed to period of time.
- 8.6.2 If no mutual agreement is reached within 60 days of written notification to the employee, CSEA shall be notified and deductions shall commence in the payroll period following the end of the 60-day notification period. The overpayment shall be repaid by payroll deduction over no more than 12 payroll periods.
- 8.6.3 Any amount due at the time of an employee's separation from the District shall be immediately due and payable by payroll deduction unless both parties mutually agree to another means.
- 8.7 Special Payments: Any payroll adjustment due an employee including, but not limited to, vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid by a supplemental check following the payroll adjustment. The district will make every effort to insure the supplemental check is paid by the tenth (10th) day of the month or the last working day prior to the tenth (10th) day of the month within the capacity of the Monterey County Office of Education.
- 8.8 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within seven (7) days of mailing if mailed, shall be replaced not later than three (3) working days following the employee's filing of an affidavit that he/she had received a paycheck which was subsequently lost. Any paycheck not received by the employee shall not be considered lost until five (5) work days after the date of delivery to the Director of Fiscal Services.
- 8.9 Promotion: An employee who has been promoted shall be placed upon the salary schedule as follows:
- 8.9.1 If the promotion results in an increase of three or less ranges, the employee shall be placed on the step of the new range that is five percent (5%) higher than his/her salary prior to promotion, or if five percent (5%) falls between steps, the next higher step which exceeds five percent (5%).
- 8.9.2 If the promotion results in an increase of four or more ranges, the employee shall be placed on the step of the new range that is ten percent (10%) higher than his/her salary prior to promotion, or if ten percent (10%) falls between steps, the next higher step which exceeds ten percent (10%).
- 8.10 Shift Differential: The District agrees to provide a one-half (1/2) hour paid meal period for any seven (7) hour or more employee assigned to work a shift which begins on or after 12:00 noon or before 5:00 a.m. The employee shall remain on campus during his/her lunch hour. Any variation must be pre-approved by the employee's supervisor.
- 8.10.1 During Winter Break, Spring Break or other temporary changes in work hours less than 20 working days, employees whose regular school year work schedule is subject to the shift differential described in 8.10 shall work an eight hour work day from the first workday of the shift change and be paid for the additional one-half (1/2) hour worked per day. In addition, the employee shall receive one-half (1/2) hour pay as a shift differential, which shall not be paid at the overtime rate nor shall it count toward the calculation of overtime. An extra pay time sheet must be submitted to receive the one-half (1/2) hour extra pay per day.

These employees shall receive one-half (1/2) hour duty free lunch. During the one-half (1/2) hour duty free lunch period the employee may leave the campus.

8.10.2 During the summer break or any other changes in work hours schedule to last more than 20 working day, employees whose regular school year work schedule is subject to the shift differential described in 7.12 shall work an eight-hour workday from the first workday of the shift change without a shift differential. The provisions of Education Code 45185 shall not apply.

Employees affected by this clause shall receive a one-half (1/2) hour duty free lunch. During the one-half (1/2) hour duty free lunch period the employees may leave the campus.

8.11 Extended Work Year Wages and Benefits: An employee who accepts an extended work year assignment in accordance with provisions of this agreement shall receive on a prorata basis, no less than the compensation and benefits applicable to that classification during the regular work year, and in no event shall the employee's compensation and benefits be less on a basis than the compensation and benefits he/she was receiving immediately prior to the commencement of the extended work year assignment.

8.12 Compensation During Required Training Periods: An employee who is required to attend training sessions or otherwise engage in mandated training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

8.12.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

8.12.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned work day, or when the training occurs at any time other than the regularly assigned workweek, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the employee's regular rate of pay.

8.13 Compensation for an Employee Work Out of Classification: An employee shall not normally be required to perform duties not a part of his/her classification. An employee assigned to work out of classification for a period exceeding five (5) working days within a fifteen (15) calendar day period shall be compensated for the entire period at the rate of pay commensurate with the job title for the duties being performed.

8.14 Reemployment After Voluntary Resignation: Any permanent classified employee, who voluntarily resigns and is reinstated or reemployed within thirty-nine (39) months after his/her last day of paid service, shall be placed in a classified position and have restored all rights, benefits, and burdens of a permanent employee in the class to which reinstated or reemployed. Placement on the salary schedule shall be at the range for the position assigned and step last reached at the time of resignation.

8.15 Physical Examinations, Fingerprints, X-Rays, License Fees: The District shall pay fingerprinting fees at time of employment and thereafter if required. Once employed, the district shall pay the cost for requirements to maintain a valid school bus driver's license; however, the District retains discretion to determine which requirement activities for which it will pay, e.g., Red Cross training in lieu of the first aid portion of the CHP test. Once employed, required T.B. tests of employees not covered by personal insurance shall be borne by the District.

8.16 Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate specified in current Board policy for all miles driven on behalf of the District, or be given the use of a District owned vehicle. The mileage computation

shall include mileage necessary to return to the employee's normal job site after the completion of District business.

- 8.17 Meals: Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District shall be reimbursed for the full cost of the meal including gratuity not to exceed fifteen (15%) percent.
- 8.18 Lodging: Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full costs of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses.
- 8.19 Weather Jackets for Bus Drivers: District shall provide weather jackets (with logo) for bus drivers for use while performing services for the District. District shall exercise reasonable discretion in replacing worn or missing jackets.
- 8.20 Aprons: The District will provide aprons for Food Service Workers' use. Aprons will be supplied and laundered by the District laundry supplier solely at the expense of the District.

ARTICLE IX - HEALTH AND WELFARE BENEFITS

9.1 Employee Insurance Coverage: The District shall provide medical, dental, vision and life insurance benefits for bargaining unit members according to the terms of this Article.

9.2 Eligibility:

9.2.1 Coverage begins the first day of employment.

9.2.2 Effective July 1, 2006, bargaining unit members who work more than five (5) hours per day or twenty-five (25) hours or more per week shall be covered.

9.2.3 Bargaining unit members working four (4) or more hours per day prior to June 30, 1981, shall continue receiving employee-only coverage as if they were working 6-8 hours per day. In 1981, such coverage was at the 100% level.

9.2.4 Employees working five (5) hours or less who are currently covered (as of 3/7/94) will enjoy continued coverage as long as they work no less than four hours. Employees working five hours who are eligible for continued coverage will contribute 37% of premiums. Employees working between four and five hours who are eligible for continued coverage will contribute 50% of premiums.

9.3 District Contributions: Effective July 1, 2006, the District shall contribute toward the cost of a medical benefit plan equal to MCSIG's current Plan III, pro-rated according to the following:

Hours per Day	Employee Only	Employee Plus One Dependent	Family
5+	50%	55%	60%
6	70%	70%	73%
7	80%	80%	83%
8	100%	100%	100%

9.3.1 The District shall provide a form for initiating medical insurance coverage and once initiated, coverage shall continue unless revoked in writing by the employee. An employee electing this coverage must authorize payroll deductions for his/her share of premium payment, if any.

9.3.2 A unit member who elects medical coverage which costs less than the amount of District contribution to which the member is entitled will receive the balance in cash.

9.4 Dental: The District shall provide the MCSIG Delta Dental Low Plan with Ortho Service.

9.4.1 District Contributions:

9.4.1.1 The District will contribute the full cost of the premium for Bargaining Unit members working six (6) or more hours per day.

9. 4.1.2 The District will pay a pro-rata share for employees working less than six (6) but more than five (5) hours per day, with employees paying the balance through automatic payroll deduction as follows:

a. Employee Only:

<u>Assigned Hours</u>	<u>Employee Pays</u>	<u>District Pays</u>
6-8 hours per day	zero	100%
more than 5 hours/day	50%	50%

b. Dependent Coverage: The District shall provide dependent coverage on a pro-rata basis at the option of the employee as follows:

<u>Assigned Hours</u>	<u>Employee Pays</u>	<u>District Pays</u>
6-8 hours per day	zero	100%
more than 5 hours/day	50%	50%

9. 4.1.3 The District shall provide a form for initiating both the employee coverage and/or the dependent coverage. Once initiated coverage shall continue unless the employee requests in writing to drop the coverage. An employee electing this coverage must authorize payroll deductions for his/her share of premium payment if any.

9. 4.1.4 Employees working five hours or less who were covered as of 3/07/94 are eligible for continued coverage as long as they do not drop below 4 hours. Employees working between four and five hours who are eligible for continued coverage will contribute 50% of premiums. This is not intended to add to or delete from currently prorated amounts of benefit premiums being deducted from worker's pay.

9.5 Vision: The District shall provide Vision Service Plan (VSP) Plan C coverage paying the full annual premium for all bargaining unit members, and their families, assigned to work four (4) or more hours per day.

9.6 Life Insurance: The District shall provide a \$25,000 life insurance policy for all bargaining unit members who are eligible for health benefits under this Article.

9.7 Retired Classified Employee Benefits: The District shall allow employees who retire to remain a part of the District health insurance group, at the employee's expense, until reaching age sixty-five (65) or Medicare eligibility, whichever is later. The District may prescribe the method of premium payment for the employee.

9.8 Extra Coverage: Extra coverage may be purchased by an employee through payroll deduction upon approval of insurance carrier.

ARTICLE X – HOLIDAYS

10.1 Scheduled Holidays: An employee covered by this Agreement is entitled to the following paid holidays:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Day
- Washington's Day
- Spring Holiday
- Memorial Day
- CSEA Recognition Day
- Fair Day

10.2 Additional Holidays: In addition to the above designated holidays, every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holidays, or any day declared a holiday by the Governing Board under applicable laws shall be a paid holiday for eligible employees provided they are also paid holidays for state and federal employees.

10.3 Unscheduled Holidays: Lincoln's Birthday, Fair Day and CSEA Recognition Day:

10.3.1 The contractual holidays of Lincoln's Birthday and the Fair Day shall be taken as floating holidays. Employees may take these two (2) days in conjunction with any other day off including vacation, sick leave, and holidays.

In order to take floating holiday time off, the employee shall make the request of his/her supervisor forty-eight (48) hours prior to taking the time off. If more than one employee in an office or other department requests the floating holiday time off on the same day(s), then the day(s) shall be granted by seniority. If there is no negative impact to the school or department, the supervisor may grant the floating holiday time off for more than one employee, by seniority. Floating holiday time off may be granted with a less than twenty-four (24) hour notice at the discretion of the supervisor. If requests for floating holiday time off are denied twice, then the third request shall be automatically granted. Employees shall not be required to state any other reason for requesting this time off other than "Floating Holiday".

10.3.2 CSEA Recognition Day: Less than twelve (12) month employees may take the "CSEA Recognition Day" by mutual agreement with their supervisors. If Recognition Day time off is denied twice, then the third request shall be automatically granted. Twelve (12) month employees may take this day off by following the requirements of paragraph 10.3.1 above.

10.4 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

- 10.5 Holiday During Vacation: When a holiday falls within a vacation period it shall not constitute a vacation day.
- 10.6 Holidays During Leave of Absence: When a holiday falls within a paid leave of absence it shall not count against the employee's leave credits.
- 10.7 Holiday Eligibility:
- 10.7.1 An employee shall be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 10.7.2 Employees who are not normally assigned to duty on the holidays of Christmas Day or New Year's Day shall be paid for those holidays provided that they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the winter recess period.

ARTICLE XI - VACATION

- 11.1 Eligibility: All probationary and permanent employees in the bargaining unit shall earn paid vacation time under this Article. However, earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 11.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall normally be granted no later than the year immediately following the year in which it is earned. Unused vacation days which cannot be taken as of the anniversary date in any one fiscal year may be carried over and taken before the next anniversary date or be paid for in cash at the option of the employee.
- 11.3 Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 11.4 Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective day of the termination, except those employees who have not completed six (6) months of regular employment shall not be entitled to such compensations.
- 11.5 Vacation Postponement: If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may request to have his/her vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year in accordance with Section 11.2. (With approval of the District Superintendent or designee, an employee may carry over all or part of his/her annual vacation.)
- 11.6 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit member, such holiday shall not count as a day of vacation.
- 11.7 Vacation Scheduling:
- 11.7.1 General Principles:
- A. Vacations shall be scheduled at times requested by bargaining unit members so far as possible within district work requirements. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference, subject to 11.7.2.C below. Reasons for vacation request denial will be given upon employee request. It is understood that in some cases the District needs cannot be known with certainty and vacation scheduling cannot be done at the time a request is submitted.
- Under normal circumstances, supervisors will respond within two weeks of a vacation request, but in no case more than three weeks.
- 11.7.2 Procedures:
- A. Vacation requests will be submitted in January and responded to by February 15. The response may be "approved", "denied" or "denied at this time".

1. Vacation requests receiving a “denied at this time” response will be kept on file by the District and shall take precedence over subsequent requests for the same time period. The District shall give a final response to “denied at this time” requests as soon as practicable.

B. Vacation requests may also be submitted at any time during the year. Such requests will receive an “approved”, “denied”, or “denied at this time” response within two weeks of receipt of the vacation request, but in no case more than three weeks. Requests receiving a “denied at this time” response will be handled pursuant to paragraph 11.7.2.A.1 above.

C. Seniority shall be used as a tie-breaker with respect to all requests submitted in the month of January and with respect to requests submitted on the same day at other times in the year. All other requests will be honored in the order received.

11.8 Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

11.9 Accumulation: Vacation time shall be earned and accumulated in accordance with the schedule listed below. The date for computing eligible days of vacation shall be June 30 or the last day worked in each fiscal year, whichever is first, for less than twelve (12) month employees.

Employees regularly employed on a forty (40) hour workweek/twelve (12) month basis are entitled to days of vacation as follows:

<u>Years of Service Completed as of June 30</u>	<u>Days of Vacation</u>
1-3	10
4-5	12
6-7	15
8-9	16
10-15	20
16 and over	23

Employees regularly employed for less than twelve (12) months or less than eight (8) hours per day are entitled to a prorated share of days and hours of vacation.

ARTICLE XII - LEAVES

- 12.1 Sick Leave: Unit members employed twelve (12) months shall be entitled to twelve (12) days leave with pay each fiscal year for purposes of personal illness or injury. Employees working less than twelve (12) months and/or eight (8) hours per day shall be entitled to their pro-rata share of sick leave.

(Example: an employee who works ten (10) months, six (6) hours per day, shall be granted ten (10) six (6) hour days or sixty (60) hours.)

- 12.1.1 Pay for any day of such absence shall be the same as the pay for which would have been received had the employee served during the day of illness.
- 12.1.2 At the beginning of each fiscal year, the full amount of sick leave granted shall be credited to each employee. Credit for sick leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 12.1.3 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 12.1.4 An employee who has unused leave of absence for accident or illness accumulated in another California School District at the same time he/she is employed in the District and such employment occurs within one (1) year of this previous employment, shall upon request, be credited with the accumulated days.
- 12.1.5 Any sick leave benefits earned or unused on the date of retirement may be converted to retirement credit if appropriate in accordance with applicable law.
- 12.1.6 Medical Verification of Sick Leave: In cases where a reasonable suspicion exists of abuse of the leave process or an employee has taken five consecutive days of sick leave, the District may request written verification of illness from the employee's physician. The employee shall supply such verification upon District request.

Additionally, if the District suspects abuse of sick leave, the District may require the employee to be examined by a physician of the District's choosing, at District's expense.

- 12.1.7 Unit members may use up to six (6) accumulated or available sick leave days to care for an ill child, parent, or spouse as provided for by Section 233 of the California Labor Code.

- 12.2 Bereavement Leave: Employees are entitled to three (3) days of absence without loss of pay in the event of death of any member of the immediate family. Five (5) days will be allowed if travel beyond 250 miles one way is required.

- 12.2.1 Members of the immediate family are defined as the mother, father, grandmother, grandfather, brother, sister, child, step-child, or grandchild of the employee, the employee's spouse or domestic partner and the employee's spouse or domestic partner, or any relative living in the immediate household of the employee. If a member of the immediate family falls outside of this list, the employee may request leave from the Superintendent/designee.
- 12.2.2 For purposes of this provision, domestic partner is one of two people who have filed a Declaration of Domestic Partnership with the California Secretary of State and meet the definition of "domestic partner" in California Family Code Section 297.

12.3 Personal Necessity:

- 12.3.1 An employee may elect to use available illness/injury (sick leave) days in cases of personal necessity including any of the following:
- a. Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 12..2 Bereavement Leave of this Article.
 - b. Accident, involving the employee's person or property, or property of a member of his immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - d. Illness of a member of the immediate family, which requires the employee's presence.
 - e. Three (3) days of personal necessity leave can be used as personal business that cannot be conducted at time other than during work hours and which requires prior approval from the immediate supervisor(s). In case of a conflict between two or more supervisors for one employee, the Superintendent/Designee shall have final approval.
 - f. Such other reasons which may be approved by the District.
 - g. The funeral of a close friend of the employee with prior approval from the immediate supervisor(s). In case of a conflict between two or more supervisors for one employee, the Superintendent/Designee shall have final approval.
- 12.3.2 This leave shall not exceed seven (7) days in any one fiscal year except that in the event of extreme emergency or unforeseen critical situation, medical condition, or unusual circumstance where more than seven (7) days are needed the District may grant, by prior approval if possible, the use of additional sick days, if available.
- 12.3.3 The employee shall submit to the office a completed Reason For Absence Form on the day of return to work.
- 12.3.4 Should the reason for a personal necessity leave be so personal or confidential in nature that an employee does not wish to submit a written reason, a Reason For Absence Form may be submitted stating "Personal Necessity" and requesting a conference to discuss the reason with the Superintendent/Designee.

12.4 Pregnancy Disability Leave:

- 12.4.1 Employees who request leave because of disability due to pregnancy, miscarriage, childbirth, and recovery therefrom shall be granted such leave, the length of which, including the date on which the employee shall resume her duties, shall be determined by the employee and the employee's physician.
- 12.4.2 All employees shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom.
- 12.4.3 Nothing in these regulations shall prohibit the Governing Board from granting additional days of non-paid leave prior or subsequent to the leave necessitated by disability therefrom.

- 12.5 Maternity/Child Bearing Leave: A female employee may be granted a leave of absence without pay during her pregnancy for periods of absence not required or necessitated by reason of pregnancy, miscarriage, childbirth and recovery therefrom. An employee returning from said leave will be assigned, unless she otherwise agrees, to the same position to which she was assigned at the time the leave was granted. If the leave extends into a second school year, the employee may be reassigned to a different position in the same job classification upon return. However, in unusual or extenuating circumstances, for example, where there is a District need to place the employee in a different program or attrition or budgetary considerations compel it, the employee may be placed in a new position within her job classification if she returns in the same school year in which the leave is granted.
- 12.6 Child Bonding Leave: When a child is born to an employee's wife or domestic partner he/she is allowed time off from work with no loss of pay up to a total of one (1) day's absence. Such time off may be taken during birth and/or at the time of discharge from the hospital.
- 12.7 Adoption Leave: When a child is adopted by an employee or the employee's domestic partner he/she is allowed time off from work with no loss of pay up to a total of one (1) day's absence. Such time off may be taken as needed during the processing of the adoption or arrival of the child.
- 12.8 Military Leave: Military leave shall be granted in accordance with federal and state laws.
- 12.9 Jury Duty Leave: Leaves of absence for employees selected to report/serve on a jury shall be granted with no loss in pay provided the employee endorses the fee received, exclusive of mileage allowance, to the District.
- 12.9.1 An employee whose regular shift begins at 2:00 p.m. or after and who is required to report/serve on a jury on any day or continued to the next day shall be relieved from work with pay.
- 12.10 Industrial Accident & Illness Leave: Employees shall be entitled to industrial accident or illness leaves of absence under the following provisions:
- 12.10.1 Allowable leave shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident or illness.
- 12.10.2 Allowable leave shall not be accumulated from year to year.
- 12.10.3 Allowable leave shall commence on the first day of absence.
- 12.10.4 Payment of wages on any day while the employee is on industrial accident or illness leave shall not, when added to a temporary disability payment made under workers' compensation laws, exceed the normal wage for the day. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount of the Industrial Accident and Illness Leave remaining at the end of the fiscal year in which the injury or illness occurs, for the same illness or injury.
- 12.10.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of absence regardless of any temporary disability payment made under workers' compensation.
- 12.10.6 If the sixty (60) day leave is exhausted and the employee is not medically able to return to work, entitlement to other sick leave, or other available leaves, vacation, or compensatory time will then be used; but if an employee is receiving workers'

compensation he/she shall be entitled to use only so much of his/her accumulated or available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

- 12.10.7 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of the State of California. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 12.10.8 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of the State of California. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 12.10.9 Any employee receiving benefits for industrial accident or illness may travel outside the State of California for a period not to exceed thirty (30) days if:
- a. He/she advises the District in writing of his/her departure date, location, address, and return date;
 - b. He/she files with District a statement from the workers' compensation insurance carrier that the agency has no objection to his/her traveling outside the state for the period of time requested.
- 12.10.10 Employees requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.
- 12.10.11 Periods of leaves of absence as provided in this section shall not be considered a break in service for the employee.
- 12.11 Extended Accident or Illness Leave: Each classified employee shall be credited with not less than one hundred (100) working days per fiscal year of paid sick leave that shall be considered as extended injury or illness leave.
- 12.11.1 An employee may utilize extended injury or illness leave upon exhaustion of regular sick leave, including both annual and accumulated entitlements, vacation, compensatory time, and other paid leave including donated catastrophic leave.
- 12.11.2 The extended leave provision applies to whether the accident or illness occurred on or off the job except that if the accident or illness was suffered as a result of the job, entitlement shall commence after the 60 working days paid leave provided in Section 12.10 of this Article.

- 12.11.3 The paid extended injury or illness leave shall be at a rate of fifty (50) percent of the employee's regular salary and shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled.
- 12.11.4 If at the termination of the 100 working day period, the employee has accumulated sick leave, vacation, compensatory time, or any other paid leave remaining, he/she shall be placed on additional paid leave for a period of not less than the number of paid days remaining. After all leave is exhausted, an employee who is unable to resume his/her duties may be placed on a reemployment list for thirty-nine (39) months in accordance with Education Code. An employee may request a six-month unpaid leave of absence when he/she exhausts all sick leave and additional leave, paid or unpaid, granted under this Agreement, in which case, if granted, the leave shall preclude placement on the reemployment list for the six-month period. In no case shall an employee be granted more than three (3) six-month unpaid leave increments.
- 12.11.5 An employee unable to resume his/her duties after the expiration of any unpaid leave granted by the District under 12.11.4 above shall be placed on a reemployment list for 39 months in accordance with the Education Code. If at any time during the 39 months, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment shall take precedence over all other applicants except for those laid off for lack of work or funds, in which case the employee shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service shall be disregarded and the employee shall be fully restored as a permanent employee.
- 12.12 Entitlement to Other Accident or Illness Leave:
- 12.12.1 A permanent employee who has exhausted all entitlement to sick leave (annual and accumulated), vacation, compensatory time, and other paid leave and who is absent because of an accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) calendar months.
- 12.12.2 The Governing Board may renew the leave, paid or unpaid, for up to two (2) additional six (6) month periods.
- 12.12.3 An employee unable to assume his/her duties after expiration of any unpaid leave increment granted under 12.12.1 or 12.12.2 above shall be placed on a reemployment list of 39 months in accordance with the Education Code.
- 12.12.4 Leave under this section shall not be considered a break in service.
- 12.13 Family Medical Leave: Employees who have completed one (1) year of District service and have actually worked for the District at least 1,250 hours during the 12-month period immediately prior to the date the requested leave is to commence shall have the right to request unpaid leave of absence for up to twelve (12) weeks of service within a twelve (12) month period for the purpose of caring for a parent, child, spouse, or domestic partner who has a serious health condition, or for child-rearing within a twelve-month period commencing with the date of birth, adoption or foster placement of the child, or for the employee's serious health condition that makes him/her unable to perform the functions of his/her position. This leave shall run concurrently with existing leave provided pursuant to this article and pursuant to the Education Code. This leave is granted pursuant to state and federal law, specifically, the federal Family and Medical Leave Act of 1993 "FMLA" (29 USC 2654), its implementing regulations (29 CFR Part 825), and Government Code sections 12945 and 12945.2. It is the intent of the parties that this section and its subsections be interpreted in accordance with these laws.

12.13.1 There is no carry-over of unused family leave from one 12-month period to the next 12-month period.

12.13.2 Definitions:

- a. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian, but does not include a parent-in-law or grandparent.
- b. "Child" means a biological, adopted, or foster son or daughter, a stepson or a stepdaughter, a legal ward, or a son or daughter of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

12.13.3 Family care leave for the purpose of birth, adoption or foster care of a child in cases where both parents are employed by the District shall be limited to a total amount of time taken by both parents of no more than twelve weeks.

12.13.4 The employee shall provide reasonable advance notice to the District of the need for a family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days' written advance notice.

12.13.5 If verification is required by the District to verify the serious illness of the child, spouse, domestic partner, parent, or employee, the District will accept medical verification by a treating health professional as defined by Government Code section 12945.2 (c) (5) (a) and/or the FMLA, including a physician, surgeon, or osteopathic physician or surgeon duly licensed in California or another state or jurisdiction who directly treats or supervises the treatment of the serious health condition.

12.13.6 "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either of the following.

- Inpatient care in a hospital, hospice, or residential health care facility.
- Continuing treatment or continuing supervision by a health care provider.

12.13.7 Family care leave is an unpaid leave of absence. The employee shall be entitled to the regular District contribution toward health benefits during the 12 weeks of the otherwise unpaid leave. If an employee exhausts any form of paid leave during the period of FMLA leave as permitted or required under the provisions of Article XII, his/her entitlement to 12 weeks of FMLA leave shall be reduced by the amount of leave he/she exhausts.

- An employee who utilizes his/her FMLA leave to care for a parent, spouse, domestic partner or child who is suffering from a serious health condition may exhaust up six (6) days of sick leave during the period of FMLA leave.
- The Employer may require employees to use vacation during family care leave for purposes other than the employee's own serious illness or injury. When accrued vacation is exhausted, the balance of the leave is unpaid.
- In the case of FMLA leave taken on account of the employee's own serious illness or injury, all leaves to which the employee is entitled under 12.1, Sick Leave and 12.11, Extended Accident or Illness Leave shall run concurrently with the 12 weeks of FMLA leave.

12.14 Catastrophic Illness Donation Program: The District and CSEA mutually agree to continue a classified employee illness leave donation program for the utilization of employees who are suffering from a catastrophic or long-term illness or disability or life event as determined by the CSEA Committee.

12.14.1 Contribution Process:

12.14.1.1 Unit members may voluntarily and confidentially donate up to five (5) days leave to the Catastrophic Leave Bank providing that they have 2 years of accrued leave on record based on employee's work year.

12.14.1.2 All sick leave donations will be made in increments of one (1) day.

12.14.1.3 Unused days shall be prorated and returned to donors.

12.14.2 Utilization and Withdrawal Process:

12.14.2.1 The CSEA Committee will be responsible for the authorization of Catastrophic Leave Bank usage on a case-by-case basis.

12.14.2.2 The unit member must have exhausted all paid leave entitlements before he/she may receive any catastrophic leave donations.

12.14.2.3 Paid sick leave accrued on a monthly basis shall be used prior to using catastrophic leave donations.

12.14.2.4 Leave will be available from the Catastrophic Leave Bank on a day-for-day basis.

12.14.3 CSEA Applicant's Responsibility:

12.14.3.1 The CSEA member requesting a sick leave donation shall provide medical verification of need by a licensed physician/authorized practitioner to the District and CSEA, notifying CSEA of their need for sick days and approximate number. In the case of a "life event" the member will request leave by providing a written narrative statement to the District and CSEA.

12.14.3.2 CSEA will put out a request to all District CSEA members requesting donations of sick days. Any member who has the days and is willing, may donate, and no member will be required to participate.

12.14.3.3 CSEA members willing to donate will fill out a form provided by CSEA, stating the number of days they are willing to donate, and returning the form within 10 working days to CSEA.

12.14.3.4 Upon receiving donation requests, CSEA will give the list of donors and the number of days each has donated to the District.

12.14.3.5 The District shall verify that donors are eligible to donate, process sick leave donations and transfer allowable days to the CSEA member in need. CSEA will be informed of the number of days transferred to the member in need.

12.14.4 Other:

12.14.4.1 CSEA agrees to hold the District harmless in any disputes arising in the application of this Program.

12.14.4.2 This provision of the contract is not grievable.

12.15 Retraining Leave: An unpaid leave of absence for retraining may be granted to any member of the bargaining unit.

12.15.1 Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.

12.15.2 No more than one (1) retraining leave of absence shall be granted in each three (3) year period.

12.15.3 The District may prescribe standards of service, which shall entitle the employee to the leave of absence.

12.15.4 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.

12.16 General Leave: When no other leaves are applicable, a leave of absence may be granted to an employee on a paid or unpaid basis acceptable to the District and the employee.

ARTICLE XIII-CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

- 13.1 Placement in Class: Every bargaining unit position shall be placed in a class.
- 13.2 Classification and Reclassification Requirement: Position classification and reclassification shall be subject to mutual written agreement between the District and CSEA, and any dispute shall be subject to the grievance procedure. Either party may propose a reclassification at any time during the life of this Agreement for any position.
- 13.3 New Positions or Classes of Positions: All newly created positions or classes of positions, unless specifically exempted by law or Article II (recognition) of this Agreement, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which, by nature of the duties, should reasonably be assigned to the bargaining unit.
- 13.4 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least one (1) range increase above the salary of the existing position or positions, but in no event will the reclassification result in an increase of less than one salary range.
- 13.5 Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.
- 13.6 Downward Adjustments: Any downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.
- 13.7 Reclassification Procedure:
- 13.7.1 Reclassification Definition: Reclassification is a recognition that a position has evolved through a change in duties and job requirements. It is caused by a permanent assignment of duties and responsibilities that change the nature of the employee's job to such an extent that the employee more accurately falls under a different job description. A more appropriate job description may or may not already exist in the bargaining unit.
- 13.7.2 Application Procedures: Employees may apply to have their job duties reviewed to determine whether a reclassification should occur. Between September 1 and September 30 of each year, a letter of application must be submitted to the District Human Resources Office. Upon receipt of letters of application, the District shall convene the Reclassification Committee within 30 days.
- 13.7.3 Reclassification Committee: The Reclassification Committee shall be comprised of two CSEA members appointed by CSEA; two District members appointed by the Superintendent; one member jointly approved by CSEA and the District. All members of the committee must be present to meet and take action. If a committee member's classification is under discussion, that member may not participate and an alternate shall be selected to substitute for the disqualified member.

The purpose of the committee is to conduct reclassification studies including meeting with employees who work in classifications under study, re-writing job descriptions, conducting salary comparisons, and making recommendations to the negotiating teams. From the applications submitted, the committee will select no more than four (4) classifications per year to be reviewed. The committee shall attempt to complete its work with recommendations to the negotiating team by May 1.

- 13.7.4 Salary Comparisons: Salary Comparisons are the comparisons of total compensation of KCUSD classified positions with those of 12 other "like school districts" in the state. Compensation data from the joint ACSA/CSEA annual compensation study shall be used . The compensation information included in that study shall be confirmed to be accurate and up to date.
- 13.7.5 Re-allocation: Re-allocation is the movement between one salary schedule range and another. The results of a compensation study may indicate that a classification or a specific position is below the target range of comparable salaries indicating a need for re-allocation.
- 13.7.6 Job Descriptions: Bargaining unit job descriptions subject to review under this section, shall be analyzed, rewritten and/or created, and confirmed for accuracy prior to formal adoption.
- 13.7.7 Negotiations Process: The negotiating teams shall convene to consider implementation of recommendations made by the Reclassification Committee. A spokesperson from the Reclassification Committee shall present the committee's recommendations with all pertinent data including compensation study data.
- 13.7.8 Recommendations by the Reclassification Committee shall not be grievable.

ARTICLE XIV - TRANSFERS, PROMOTIONS AND REASSIGNMENTS

- 14.1 All employees are assigned to work stations or schools in the best interest of the District as defined by district management.
- 14.2 Vacancies: When a new position is established or an existing position becomes vacant, the District shall give first consideration to current employees. All vacancies shall be posted by the District for not less than six (6) working days at all work locations prior to being filled. A copy of the notice of a vacancy shall be provided to the CSEA President or designee. Any employee may apply for a posted position by filing a written notice with the District Human Resources Office.
- 14.2.1 Substitutes: The District may fill a vacant position for up to 60 days with a substitute provided that the District is actively recruiting for the position. If no one is hired during the 60 day recruitment period, the substitute shall be offered the position provided that he/she meets the minimum qualifications of the classification. If the substitute is hired under this section, seniority and all other benefits under the contract, including probation, shall be credited retroactively to the substitute's original date of hire in the position. The sixty (60) days may be extended by mutual agreement, in writing.
- 14.3 Transfers: A transfer is movement from one position in a classification to another position in the same classification, regardless of the number of hours or work days of the position.
- 14.3.1 Voluntary Transfer: An employee who desires to transfer to a vacancy shall file a notice of intent with the Human Resources Office. If more than one (1) employee wishes to be transferred, and they are equally qualified, the employee with the greatest seniority in class shall be transferred.
- 14.3.2 Involuntary Transfer: Employees may be transferred within class by the District management at any time whenever such transfer is in the best interest of the District as defined by the District management. An employee affected by such transfer shall be given at least a three (3) working day notice. A conference will be held between the appropriate management person and the employee in order to discuss the reasons for the transfer.
- 14.3.3 Medical Transfer: The District may offer temporary alternative work when it is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class.
- 14.4 Promotions: A promotion is the movement from one classification to a position in a classification at a higher pay range.
- 14.4.1 An employee who desires to promote shall include a statement of qualifications with the notice of application filed with the District Human Resources Office. The Superintendent or designee shall select the most senior employee who qualifies for the position as determined by the Superintendent or designee.
- 14.4.2 Promotional Probation: Any employee promoted to another job classification shall serve a six-month probation period.
- 14.4.2.1 During the probationary period, the District may determine that a reassignment is appropriate. If the District determines the reassignment is

appropriate, the employee shall be employed in the same classification from which he or she was promoted, as provided by Education Code section 45113.

14.4.2.2 Within the first four (4) months of the probationary period, the employee may also request to be returned to his/her original position and if that position is vacant, the employee shall be returned to that position. If the original position is filled at the time the request is made, the employee shall be assigned to a vacant position in the same classification as the original position, or to a vacancy in another classification in which the employee has served, or to a vacancy in some other job classification for which the employee is deemed qualified by the District.

In the event no position exists as described in this section, the employee may rescind his/her request or may choose to be laid off in accordance with the provisions of Article XIX (Layoff Procedures) of this Agreement and shall be provided all rights of that Article.

14.5 The parties agree to negotiate the bargainable effects of the creation of new positions, including salary range placements.

14.6 Interview Panels: The CSEA President or designee shall appoint a CSEA representative to all interview panels convened to interview applicants for classified and management positions. This does not preclude the District from appointing classified representatives to the same panels.

ARTICLE XV - GRIEVANCE PROCEDURE

15.1 Definitions:

- 15.1.1 Grievance: An allegation by a grievant that said grievant has been adversely affected by the interpretation, application, or alleged violation of the terms of this Agreement.
- 15.1.2 Grievant: Any district employee covered by the terms of this Agreement and who claims that he/she has been personally adversely affected, or CSEA.
- 15.1.3 Day: A day as used herein shall mean a scheduled workday for the employee.

15.2 Grievance Handling: Any employee may at any time present grievances to his/her employer, and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration pursuant to Government Code Section 3548.5, 3548.6, 3548.7, and 3548.8 and the adjustment is not inconsistent with the terms of a written agreement then in effect; provided that the public school employer shall not agree to a resolution to the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

15.2.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor, within ten (10) days after the grievant knew or should have known of the event or circumstances causing the grievance.

15.2.2 Formal Level I - Immediate Supervisor/Principal:

- A . Within ten (10) days following the informal level meeting the grievant must present his/her grievance in writing, using the Grievance Form attached as Appendix D, to his/her immediate supervisor/principal if they are not one and the same.
- B . The supervisor shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- C . Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.
- D . The employee who is designated as Union Steward and the grievant will exclusively receive time off from duties for the processing of grievances past Level I subject to the following conditions:
 - (1) Twenty-four (24) hours prior to release from duties with pay for grievance processing, the designated representative informs his immediate supervisor.
 - (2) That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

15.2.3 Formal Level II - Superintendent or designee:

- A . If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision in writing to the Superintendent or designee.
- B . This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
- C . The Superintendent or designee shall communicate his decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
- D . Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.

15.2.4 Formal Level III: There are two options at this level. The grievance may either be submitted to a) the Board or, b) with CSEA's State Board of Directors approval, to Arbitration. The specific provisions for each option are presented below:

A. Board of Trustees Option:

- 1. If the grievant is not satisfied with the decision at Level II the grievance may be appealed in writing to the Board of Trustees within 45 calendar days. The written materials shall include all written submissions (grievance filings) and responses (decisions) at the previous levels and statement why the grievant disagrees with the previous decisions.
- 2. Within 45 calendar days of the date of the appeal of the grievance to the Board (Level III), the Board shall convene a hearing for the purpose of taking testimony and receiving documents.
- 3. The grievant shall have the right to CSEA representation at the hearing or may represent himself/herself. If the grievant represents himself/herself, no decision shall be made by the Board unless and until CSEA has received a copy of the proposed decision and has had an opportunity to comment.
- 4. The hearing shall be conducted in accordance with the rules of the American Arbitration Association. Each side in the dispute will be allowed to present testimony and documents in support of its contentions and will be allowed to cross examine witnesses.
 - a. Minutes shall be kept or a tape recording taken of the hearing by the district. Typed copies of which shall be made available to either or both parties upon request of the party(ies).
- 5. Within ten (10) working days after the hearing, if wages are directly involved, otherwise no more than 45 calendar days after the hearing, the Board shall communicate its decision to CSEA, the grievant, and District Administration. The decision of the Board shall be final except that the grievant and CSEA shall not be deprived of the additional avenues of legal resources available, including but not limited to unfair labor practice charges, suits for breach of contract, and EEOC/FEH claims.

B. Advisory Arbitration Option:

1. If the grievant is not satisfied with the decision rendered pursuant to Level II, after the concurrence of CSEA State Board of Directors, he/she shall submit a request in writing to the Superintendent or designee for advisory arbitration of the dispute. Said request shall be made within ten (10) days.
2. An impartial arbitrator shall be selected jointly by the grievant and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Mediation and Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one remains.
3. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and CSEA. Any additional expenses shall be borne by the party incurring such expenses.
4. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.
5. The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.
6. After hearing the evidence, the arbitrator shall submit his/her findings and recommendations in writing to the District and CSEA.
7. If either party is not satisfied with the findings or recommendations of the arbitrator, he/she shall appeal the decision to the Board of Trustees within ten (10) days of receipt.
 - a. The Board shall review the written record and render a final binding decision on the grievance.
 - b. Additional evidence will be taken before the Board only if the Board determines that the record is not sufficiently complete to enable it to render its decision.
 - c. The decision shall be rendered no later than the second regularly scheduled meeting after the filing of the appeal.

15.3 Miscellaneous

- 15.3.1 Time Limitations: The number of working days indicated at each step of this procedure may be extended by mutual consent or due to unusual circumstances.
- 15.3.2 Reprisals: No reprisals shall be taken by or against any participants in a grievance procedure for any reason of such participation.
- 15.3.3 Records: All documents, records, tapes or other matter relating to the findings, recommendations, or decisions occurring from the grievance hearings, after the Board of Trustees' final decision, shall be delivered to the Superintendent or designee to be stored except pursuant to legal order to do so arising from a subsequent administrative or judicial proceeding held in connection with the matter.

- 15.4 Multiple Grievants: If the same grievance is alleged by more than one employee against the same manager, one effected employee or CSEA may file on behalf of all of the grievants.
- 15.5 Non-Contract-Related Complaints: If any employee has a problem, which does not involve a violation, misapplication, or misinterpretation of this Agreement, the problem shall be known as a "complaint" and the employee shall follow the Complaint Procedure as set forth in Administrative Regulation 4144 of the District. The Regulation is attached as Appendix E but is not a part of this Agreement.

ARTICLE XVI - CONTRACTING

- 16.1 Contracting out work shall be in accordance with the provisions of the Education Code and applicable law.
- 16.2 The District will not transfer substantial services to any outside agency without first notifying the CSEA and negotiating upon request the effects of the proposed transfer of services prior to implementation.
- 16.3 It is the intent of the above language to protect classified employees from loss of jobs, reductions in hours, loss of wages, or transfer or reassignments (not covered under Article XIV).

ARTICLE XVII - SAFETY

- 17.1 The District shall comply with all safety requirements imposed by proper authority in assuming the responsibility for the safety of District employees while they are on and in the facilities provided in furtherance of the operation of the District.
- 17.2 The District shall post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees and provide equipment where such equipment is necessary for the conduct of the educational program and the operations of the schools.
- 17.3 Employees shall not be required to work under unsafe conditions or to perform tasks, which endanger their health or safety. Employees who feel they are being required to work under unsafe conditions or to perform tasks, which endanger their health or safety, will report such condition to their immediate supervisor and in writing to the Superintendent/Designee, who is authorized to take corrective action.
- 17.4 In support of management, supervisory and certificated, classified employees shall have the authority and responsibility to ensure the safety of students under their supervision and facilities under their control or in their close proximity.
- 17.5 Safety condition issues shall not be processed as grievances.

ARTICLE XVIII - DISCIPLINE PROCEDURES

18.1 Disciplinary Action: The following disciplinary actions may be taken by the District against a permanent employee for the just causes listed in 18.2 et seq.

18.1.1 Dismissal - Dismissal is removal from the employment of the District.

18.1.2 Suspension - Suspension is temporary removal from the employment of the District for a specified period of time.

18.1.3 Involuntary Reassignment - Involuntary reassignment is a change of assignment without the employee's written voluntary consent.

18.1.4 Involuntary Demotion - Involuntary demotion is placement in a lower classification without the employee's written voluntary consent.

18.2 Cause: A permanent employee may have disciplinary action taken against him/her for any of the following causes:

18.2.1 Neglect of duty;

18.2.2 Inefficiency;

18.2.3 Incompetency;

18.2.4 Violation of rules and regulations of the Board of Education and the State Board of Education and violation of the Education Code and other applicable laws;

18.2.5 Insubordination;

18.2.6 Dishonesty or theft;

18.2.7 Drinking alcoholic beverages which directly has an adverse effect on the District;

18.2.8 Consumption of alcoholic beverages on the job;

18.2.9 Immoral conduct;

18.2.10 Illegal use of narcotics;

18.2.11 Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article 1, Chapter 1, Part 105, Division 6 of the Health and Welfare Code;

18.2.12 Conviction of a felony or any crime involving moral turpitude;

18.2.13 Repeated unexcused tardiness;

18.2.14 Repeated unexcused failure to report to work as assigned;

18.2.15 Abuse of illness leave privileges;

18.2.16 Excessive absence which is detrimental to the District;

18.2.17 Abandonment of position;

- 18.2.18 Inability to work harmoniously with others to such a degree that District functioning is disrupted;
 - 18.2.19 Failure to maintain such conditions and standards required by the District Job Description;
 - 18.2.20 Negligent or intentional damage to District property;
 - 18.2.21 Disorderly conduct which has a detrimental effect on the operation of the District;
 - 18.2.22 Evident unfitness for service;
 - 18.2.23 Failure to maintain licenses or certificates required by law for the job;
 - 18.2.24 Failure to adequately perform bona fide requirements of the position held;
 - 18.2.25 Physical and/or mental inability to perform assigned duties;
 - 18.2.26 Engaging in political activity during assigned hours of work;
 - 18.2.27 Falsifying relevant information on application forms and other District records;
 - 18.2.28 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public;
 - 18.2.29 Advocacy of overthrow of Federal, State, or Local Government by force, violence, or other lawful means;
 - 18.2.30 Membership in the Communist Party.
- 18.3 Progressive Discipline: The District shall maintain progressive discipline as a policy whenever appropriate prior to implementing procedures for dismissal, suspension or demotion.
- 18.3.1 Verbal Warning: Verbal warning shall occur within a reasonable time after a Supervisor becomes aware of an alleged infraction or unsatisfactory performance.
 - 18.3.2 Written Warning: A written warning may be issued for the same or similar infraction or continued unsatisfactory performance, which occur within a reasonable time following a verbal warning. Written warnings shall not be placed in the personnel file at the district office.
 - 18.3.3 Letter of Reprimand: A letter of reprimand may be issued within a reasonable period of time following a written warning if infractions or unsatisfactory performance continue. A letter of reprimand shall be placed in the employee's personnel file after the employee has had ten (10) days to submit a written response, which shall be attached and also be placed in the employee's personnel file.
 - 18.3.4 Progressive discipline steps may be bypassed if the seriousness of the conduct warrants such action.

18.4 Disciplinary Action Procedure:

18.4.1 Written Notice - An employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:

A. Statement of Charges: A signed statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge shall be made prior to the employee's becoming permanent or for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action.

The Draft Statement of Charges shall be served upon the employee either in person or by certified mail at the last address in the records of the District.

B. Right to a Hearing: The employee may request a hearing in writing within ten (10) workdays after service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within ten (10) workdays shall be deemed to be a waiver of the right to the hearing.

C. Additional Documents: The following documents shall accompany the statement of charges delivered to the employee: A copy of the Discipline article from the CSEA collective bargaining agreement, a copy of the District rules and regulations related to discipline, and a copy of California Education Codes 45113 and 45116.

D. Access to Material: The employee may, upon request, have copies of the material upon which the charges are based.

18.4.2 Immediate Suspension: An employee may be immediately suspended by the Superintendent/designee without pay pending a hearing for causes listed in Sections 18.2.8 through 18.2.12, and/or under other circumstances in which it would be seriously detrimental to the health and safety of the District employees and the pupils. The District shall, within five (5) days of the suspension, provide to the employee a written notice of disciplinary action according to 18.4.1 above. A permanent employee who demands a hearing shall continue to be paid his/her regular salary during the period of suspension and until the entry of decision of the Board of Education.

18.4.3 Informal Hearing: If an employee requests an informal hearing, such a hearing shall be scheduled as soon as administratively practicable. The purpose of the hearing shall be to provide the employee an opportunity to respond to the draft charges either verbally or in writing. The employee shall have the right to have a CSEA representative participate. The District hearing officer shall be someone who was not a party to the investigation or the drafting of the charges and who has the authority to amend or dismiss the charges.

Upon conclusion of the informal hearing, the District shall amend, dismiss, or decide to pursue the charges as set forth in the draft Statement. If the District decides to pursue discipline, a final Statement of Charges shall be provided to the employee with all the appropriate attachments as set forth in Section 18.4.1 of this article.

The employee shall have ten (10) calendar days from the time the final Statement of Charges is received to request an evidentiary hearing. Failure to request a hearing within the ten (10) calendar days shall be deemed to be a waiver of the right to a hearing.

18.4.4 Immediate suspension may be ordered by the Superintendent or designee after the employee has been notified of the charge(s) against him/her and has been given an opportunity to be heard in an informal hearing.

18.4.5 Formal Evidentiary Hearing:

Advisory Arbitration:

18.4.5.1 The hearing shall be conducted by an impartial arbitrator.

18.4.5.2 The hearing shall be held within a reasonable period of time, but not less than five (5) workdays, (unless mutually agreed otherwise) after the filing of a request for a hearing.

18.4.5.3 If the employee does not request a hearing by the set day, disciplinary action may be taken without a hearing.

18.4.5.4 The employee may be represented at the hearing by a representative of his/her choice.

18.4.5.5 If the employee requests of CSEA that an arbitrator conduct the hearing, the following procedures will apply:

- A. Arbitration shall be at the discretion of CSEA.
- B. The District shall request a list of five (5) names of arbitrators from the California Mediation and Conciliation Service, which shall be provided to the District and CSEA.
- C. District and CSEA representatives shall strike names from the list until one name remains who shall be the arbitrator.
- D. The arbitrator shall provide an advisory opinion to the Governing Board and CSEA. The opinion shall include findings of fact and the rationale upon which it is based and may include that the charges be dismissed, upheld, amended and/or that the discipline be modified.
- E. Within two (2) weeks after receipt of the arbitrator's opinion, the Governing Board shall render a final decision. The Board cannot deny the employee further recourse through the courts.
- F. Cost of the arbitrator and court reporter, if any, shall be borne by CSEA if dismissal is recommended by the arbitrator. If dismissal is not recommended, the cost shall be borne by the District.

Hearing Before the Governing Board:

18.4.5.6 If the employee requests a hearing before the Board, the following procedures will apply:

A . The hearing will be held in either open or closed session, as determined by the employee.

B . All costs associated with the hearing shall be borne by the District.

18.4.5.7 The employee and/or his/her CSEA representative shall have the right to personally appear and testify, to call favorable witnesses, and to cross-examine adverse witnesses.

18.4.5.8 Results of the Hearing: A written decision shall be sent to the employee and CSEA, including the findings of fact and action taken by the Governing Board. The employee shall be provided a record of the hearing proceedings upon request.

18.5 Non-Grievance: The decision rendered as a result of a disciplinary hearing shall not be subject to the Grievance Procedure.

Article XIX - Layoff

19.1 Definitions:

19.1.1 Any layoff or reduction in hours will be accomplished in accordance with applicable law.

19.1.2 Layoffs: Layoffs will occur only for lack of work or lack of funds.

19.2 Application:

19.2.1 Notice of Layoffs:

19.2.1.1 The Superintendent/designee will notify both CSEA and the affected employee(s) in writing no later than sixty (60) days prior to layoff.

19.2.1.2 Notice for Specially Funded Programs: Employees employed in specially funded programs terminating at the end of the school year shall be given written notice on or before April 29 of their termination effective June 30. Employees employed in specially funded programs at a date other than June 30 shall be given written notice of termination not less than sixty (60) days prior to the effective date of their layoff.

19.2.1.3 The layoff notice shall contain: 1) the employee's displacement rights, if any; 2) the employee's reemployment rights; and 3) the employee's right to discuss the layoff with the immediate site manager responsible for classified employees.

19.2.2 Order of Layoff: Any layoff will be affected within a class. The order of layoff will be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes will be laid off first. Seniority will be based on the employee's hire date in the class or hire date in higher classes, if earlier. In determining order of layoff in a lateral class (where an employee moves or has moved from one class to another class at the same salary range) the original class, prior to lateral movement, shall be considered a lower class for purposes of counting seniority within class.

19.2.3 Bumping Rights: An employee laid off from his/her present class may bump into an equal or lower class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff.

An employee laid off from his/her present class may bump into higher classes in which the employee has served if the employee's length of service in the higher class is greater than an incumbent's length of service in the higher class.

19.2.4 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

19.2.5 Reemployment Rights: Laid off persons are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and will be reemployed in the reverse order of layoff.

- 19.2.5.1 Voluntary Demotions, or Reductions: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.
 - 19.2.5.2 Laid off persons will have the right to apply for promotional positions within the filing period specified in the Promotion Article of this Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list will be sent all classified posting during the reemployment period.
 - 19.2.5.3 Laid off persons are eligible for reemployment in a vacancy in a classification where they do not hold seniority if they meet the minimum qualifications and if no one on the reemployment list holds seniority in that classification or if all those on the rehire list who hold seniority decline the offer of reemployment. All laid off persons on the reemployment list who meet the minimum qualifications for a vacancy in a classification where they do not hold seniority shall be ranked by seniority, regardless of class, in order to determine the most senior, who shall be offered the vacancy. Subsequent offers shall be made in order of seniority, if necessary.
 - 19.2.5.4 Employees who accept a reduction in lieu of layoff, shall also be offered reemployment in vacancies, where they meet the minimum qualifications, according to the guidelines in the 19.2.5.3 above.
- 19.2.6 Retirement in Lieu of Layoff:
- 19.2.6.1 Notwithstanding any other provision of law, any person who was subject to being or was, in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System will be placed on an appropriate reemployment list. The Superintendent/designee will notify the board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of funds or lack of work. If the employee is subsequently subject to reemployment and accepts in writing the appropriate vacant position, the Superintendent will maintain the vacancy until the Board of P.E.R.S. has properly processed the request for reinstatement from retirement. (Ed. Code, § 44515.)
 - 19.2.6.2 Any employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off will be deemed permanently retired.
- 19.2.7 Substitutionary Layoff: An employee may elect to take a "substitutionary layoff" in lieu of a less senior employee whose position is being eliminated by the District, in accordance with Stanford v. California Unemployment Insurance Appeals Board, a 1983 appellate court case. The employee electing to be laid off shall notify the District prior to the effective date of the original layoff. The District shall notify the CSEA President of the election. The employee shall be placed on the reemployment list in accordance with this article.
- 19.2.8 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the Superintendent/designee of an opening. Such notice will be sent by certified mail to the last address given to the District by the employee, and a copy will be sent to CSEA by the District, which will acquit the District of its notification responsibility.

19.2.9 Employee Notification to Superintendent/Designee: An employee must notify the Superintendent/designee of his/her intent to accept reemployment within five (5) calendar days after receipt of notice. If accepting the position, the employee should be able to return to work within fifteen (15) workdays.

19.2.10 Reemployment in Highest Class: Employees will be reemployed in the highest rated job classification available in accordance with their class seniority.

19.2.11 Seniority:

19.2.11.1 Seniority Roster: The Superintendent/designee will maintain an updated seniority roster indicating employee's class seniority. Such roster will be maintained on a monthly basis and will be available to CSEA at any time.

19.2.11.2 Equal Seniority: If two (2) or more employees have equal class seniority within the bargaining unit, the determination as to who will be laid off will be broken by using the first date of hire in the District or the adjusted hire date if there was a voluntary break in service, whichever is later. If a tie remains, then this tie will be broken by lot. The CSEA President, the affected employees, and the Superintendent/designee shall be present. This process shall establish rank order, but shall not change the hire date in class.

19.2.11.3 Seniority During Involuntary Unpaid Status: The laid off employee will return to work with all accrued seniority at time of layoff.

19.2.11.4 Seniority During Voluntary Unpaid Status: An employee who initiates and is granted an unpaid leave shall have his/her hire date adjusted forward for the period of such leave in excess of six (6) months.

19.3 Decision to Reduce Negotiable:

19.3.1 The decision to reduce hours shall be negotiated prior to implementation. Decisions to abolish a position(s) and/or to lay off unit members for lack of work or lack of funds are negotiable as to the effect or impact of such action.

Article XX - PROFESSIONAL GROWTH

- 20.1 Objective: The activities included in the Professional Growth Program will be selected to improve the employee's skills and abilities resulting in benefit to the operation of the District. The District recognizes that training/retraining is needed to keep the staff up to date in their respective areas of responsibility. The Professional Growth Program is designed to reward employees for their efforts to improve job performance and their value to the District.
- 20.2 Eligibility:
- 20.2.1 All permanent employees shall be eligible to participate.
- 20.2.2 Probationary employees may apply for approval of course-work, which will be initiated prior to but completed after attainment of permanent status.
- 20.3 Qualification of Award: Professional Growth awards are earned upon successful completion of the equivalent of twelve (12) semester or nine (9) graduate units of approved coursework pursuant to this article. Courses which may qualify for awards are:
- 20.3.1 "Job-related courses": those related to the technical or specialized aspects of the employee's position.
- 20.3.2 Courses meeting the requirements of the employee's declared major.
- 20.3.3 Workshops, institutes and courses, which meet the prior approval of the Superintendent/designee. (16 classroom hours = 1 unit)
- 20.3.4 Courses of general education value, which would improve job performance.
- 20.3.5 General education courses when needed to complete a degree.
- 20.3.6 Adult School and Continuing Education courses reasonably applicable to the employee's position. (12 hours = 1 unit)
- 20.4 Procedure: Employees wishing to obtain Professional Growth credit must use the following procedure:
- 20.4.1 Coursework shall not be eligible for application toward Professional Growth credit unless approval from the Superintendent/designee is obtained prior to commencement of the Professional Growth activity.
- 20.4.2 The employee must complete a Professional Growth application form and submit it to the Superintendent/designee at least fifteen (15) workdays prior to the commencement of the course. Extensions of this timeline may be granted by the Superintendent/designee based on class scheduling problems.
- 20.4.3 The form shall be filled out, signed and dated by the employee.
- 20.4.4 The application form will be approved or disapproved by the Superintendent/designee within ten (10) workdays of submission. Upon disapproval, the employee shall receive written reasons for rejection of the application.

- 20.4.5 Professional Growth credit will not be granted until official course transcripts are received by the Superintendent/designee. It is the employee's responsibility to see that transcripts are filed within the time limits specified in this article.
 - 20.4.6 Upon initiating Professional Growth coursework, the employee has two (2) years service in which to complete the units necessary to receive a Professional Growth award. If the units are completed prior to the end of the two (2) year period, the award will commence at the next July 1.
 - 20.4.7 Modifications and extensions of the two (2) year period pursuant to 20.4.6, due to illness or other extenuating circumstances, may be granted at the discretion of the Superintendent/designee. If an employee desires to change a course listed on the original application, a written request must be submitted for approval prior to beginning the course.
 - 20.4.8 Applications will not be approved and credit will not be given for courses taken while an employee is on unpaid leave from the District, or for courses taken while the employee is on release time, or for courses for which the District pays any expenses related to the course. This does not exclude ten-month employees who take courses during the summer. Training, coursework, workshops, etc. taken while the employee is in paid status are ineligible for Professional Growth credit.
 - 20.4.9 Applications will not be approved and credit will not be given for courses/credits, which are utilized to enable an employee to move up the paraeducator career ladder (range 2 through range 7). Conversely, once an employee applies coursework toward Professional Growth, he/she cannot use such coursework to move up the paraeducator career ladder.
- 20.5 Professional Growth Awards:
- 20.5.1 An employee shall be granted a Professional Growth award equivalent to a five (5) percent salary increment, upon successful completion of coursework as provided by this article.
 - 20.5.2 Employees may earn a maximum of three (3) Professional Growth awards.
 - 20.5.3 There must be a three (3) year lapse between the commencement of an award and the next application for Professional Growth Activity. However, units approved for courses, which exceed the number, required for an award may be applied toward the next succeeding award.
 - 20.5.4 When the next approved Professional Growth award would earn the employee an associate, bachelor's or master's degree, an employee may apply immediately for the award without awaiting the three (3) year lapse (20.5.3). The degree must be from an accredited institution verifying that the employee has earned the degree. The Professional Growth award shall be made effective beginning the first day of the month following recognition/approval by the Superintendent/designee.

**CSEA Professional Growth Application Form (Article 20)
King City Union School District**

Name: _____ Date: _____

My Status (check one): Permanent Probationary

My current position or positions: _____

Job Site(s): _____

I request that the following credits be approved for the CSEA Professional Growth award. Below is a description of the credits and the relevance to my position (if not part of a declared major).

Name of course(s)/workshop(s) (Include name of school, program of study): _____

Brief explanation of how this course relates to my position or benefits the District: _____

I recognize that submission to the District of appropriate transcripts is my responsibility and that I have two (2) years to complete this award. (CSEA Article 20.4.7)

Employee Signature _____ **(Pre-Approval Required)**

CSEA Professional Growth Eligibility	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Disapproved
Date: _____	
Superintendent's/Designee's Signature: _____	

ARTICLE XXI – SHORT-TERM EMPLOYEES

- 21.1 Short-Term Employee: means any person who is employed to perform a service for the district, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

Before employing a short-term employee, the Governing Board, at a regularly scheduled Board meeting, shall specify the service required to be performed pursuant to the definition of “classification” in Education Code Section 45101, subdivision (a), and shall certify the ending date of the service. The ending date may be shortened or extended by the Governing Board, but short-term employment status shall not extend beyond 75% of a school year.

If a short-term employee or substitute works more than 195 days a school year including holidays and sick leave, vacations or other leaves, if any are provided, he/she shall become a member of the classified service with all rights, benefits and burdens of a classified employee.

Health benefits shall be provided according to eligibility guidelines in this Agreement except that the employee shall not be eligible for health benefits until the first of the month following the completion of 195 workdays of a school year as stated above. Probationary status and seniority accrual shall commence in accordance with the terms of this Agreement.

Article XXII – Drug and Alcohol Testing for Safety Sensitive Positions

The provisions of the Transportation Employee Testing Act of 1991, its accompanying regulations (see CDS Handbook) and this contract language shall apply to all employees who provide safety sensitive functions for the District. Covered employees are required by the District to possess a Commercial Driver's License (Class A or B) to do their jobs. This includes applicants for jobs with the District that require the possession of a Commercial Driver's License, casual, intermittent or occasional employees as well as full-time, regularly employed employees who operate a commercial motor vehicle, including any vehicle designed to transport 16 or more passengers.

A safety sensitive function is defined as all on-duty functions performed from the time an employee begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the district.

22.1 Required Testing:

22.1.1 Federal regulation requires pre-employment testing, random testing, testing in cases of reasonable suspicion, post accident testing, return to duty testing, and follow-up tests. No covered employee shall refuse to submit to any of the required tests for the following substances which are specified in the law and are prohibited:

- Amphetamines and Methamphetamines
- Cocaine
- Cannabinoids (THC / Marijuana)
- Phencyclidine (PCP)
- Opiates (Heroin, Morphine, Codeine)
- Alcohol
- Please refer to the Districts' Controlled Substance and Alcohol Testing Program Handbook for additional information

22.1.2 Notification to Covered Employees:

All covered employees shall be notified that these tests are required prior to the District performing any tests under this policy. Each covered employee shall be provided with a complete copy of the testing policy and procedures that explain the requirements of Code of Federal Regulations, title 49, Part 40 and Part 382 and the Districts' Controlled Substance and Alcohol Testing Program Handbook. Each employee shall be required to sign a certificate of receipt certifying that he/she has received a copy of the District's controlled substance and alcohol-testing program and Controlled Substance and Alcohol Testing Program Handbook.

Representatives of employee organizations shall be notified of the availability of this information.

22.2 Costs of Required Testing:

The District shall pay for testing. Testing shall be conducted on paid District time.

22.3 Pre-Employment Tests:

A pre-employment drug test shall be required of an applicant only after he/she has been offered employment in a safety sensitive position.

22.4 Random Tests:

Employees off work due to leaves, vacation and layoffs shall be informed that they remain subject to random testing. Employees drawn for such testing shall be notified and tested as soon as practicable after they return to duty.

Employees expected to be off work due to leaves, vacation, layoffs, illness and/or injury, longer than two quarterly selection periods (6 months) may be removed from the random testing pool. Prior to the end of the fifth month of absence the District's Superintendent or designee will contact the employee to discuss potential removal of the employee from the random testing pool. Employees removed from the random testing period due to more than a six (6) month absence shall be notified by certified mail within ten (10) working days of their removal from the random testing pool.

A test shall be required of employees returning to work after a layoff period if the employee was removed from the random testing pool. If the employee remains in the random testing pool, additional testing shall not be necessary. Employees shall not be removed from the random testing pool during periods of illness or injury either work related or non-work related, vacation, or other leaves available through the collective bargaining agreement or applicable law.

No covered employee shall be required to test while off-duty or on approved leave.

22.5 Reasonable Suspicion Tests:

All supervisors of covered employees and the Superintendent or designee will follow procedures outlined in the Districts' Controlled Substance and Alcohol Testing Program Handbook and shall be responsible for the administration of reasonable suspicion tests.

The supervisor or district official shall inform the employee of the facts upon which the reasonable suspicion is based, advise the employee that the supervisor wishes to question the employee about the employee's behavior or conduct on which the reasonable suspicion is based, and advise the employee that he/she has the right to request a union representative before answering the supervisor's questions. If the employee chooses to be represented, the union representative will be allowed up to one-half hour to arrive. If no union representative is available within one-half hour, the supervisor shall continue the procedure.

Employees who are tested for controlled substances under Reasonable Suspicion shall be assigned to alternate duties to the extent such duties are available and if the employee is able to perform them, pending the results of the test. If, in the District's opinion, alternate duties are not available or if the employee is not able to perform duties which are available or is, in the supervisor's judgment, a safety risk to the employee or to others or is disrupting the workplace, the employee will be placed on appropriate leave and escorted home.

The Superintendent or designee shall ensure that an employee under reasonable suspicion is transported to the designated collection or testing site.

22.6 Post Accident Tests:

No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.

Follow-up Tests:

Follow-up testing shall be directed by a substance abuse professional in accordance with law. See Districts' Controlled Substance and Alcohol Testing Program Handbook.

22.7 Referral, Evaluation, and Treatment:

Covered employees who have engaged in conduct prohibited under this program, who have not been terminated, shall be provided information to assist in evaluating and resolving problems associated with alcohol and substance abuse.

22.8 Voluntary Intervention:

Prior to receiving notice of testing, any covered employee who feels he/she has an alcohol or drug abuse problem may use accumulated and extended illness leave, vacation, or any other state or federal entitlements to enter a treatment program through the employee's medical insurance provider upon verification of such problem by a medical doctor or other substance abuse professional. The District shall work with a Substance Abuse Professional, as defined in the CDS Handbook, to develop a work schedule and/or leave plan that will enable the employee to complete recommended treatment programs with minimal disruption to the District. Upon exhausting all available leave, the employee may request a Leave of Absence, either paid or unpaid, which, may be granted for up to six (6) months at the discretion of the School Board.

22.9 Refusal to Test:

Any driver, who refuses to submit to a post-accident, random or reasonable suspicion test, or to a follow-up test, as described below, shall not perform or continue to perform safety-sensitive functions and shall be immediately suspended and subjected to disciplinary action, up to and including dismissal.

22.10 Enforcement and Effects of Positive Test:

An employee who is tested and found to have an alcohol concentration of 0.02 or greater but less than .04 may not perform or continue to perform safety-sensitive functions including driving a commercial motor vehicle until the start of the driver's next regularly scheduled duty period, but not less than 24 hours after the test was administered. Except that Employees, who test positive for alcohol with an alcohol concentration of 0.01 through 0.02, shall be provided with alternate duties to perform, to the extent such duties are available and if the employee is able to perform them, during the time the employee is prohibited from performing safety-sensitive functions. If, in the District's opinion, alternate duties are not available, or if the employee is not able to perform duties, which are available, the employee will be placed on sick leave and escorted home. The employee may be subject to disciplinary action, up to and including dismissal, according to Article XVIII of this Agreement.

An employee with a verified positive test for drugs or who is found to have an alcohol concentration of 0.04 or greater shall be subject to disciplinary action up to and including dismissal and shall be placed on appropriate leave or shall be granted a leave of absence, either paid or unpaid until the employee is again permitted to perform safety-sensitive functions, or is terminated. An employee who tests positive for alcohol (0.02 or above) or any

other controlled substance shall not be permitted to drive home or elsewhere in any vehicle. The District shall offer assistance in this circumstance and the employee shall not perform a safety-sensitive function until the employee has submitted to a return-to-duty test with a verified negative result.

An employee who violates district prohibitions related to drugs and alcohol shall receive from the district the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems available through the employee's medical insurance provider. The employee shall be evaluated by a substance abuse professional that shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that an employee needs assistance shall not refer the driver to a private practice, person or organization in which he/she has a financial interest, except under circumstances allowed by law. An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program.

Nothing in this section is intended to require the District to place an employee on leave in lieu of exercising disciplinary action.

22.11 Maintenance of Records:

Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, an employee shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

ARTICLE XXIII – IMPLEMENTATION OF NCLB

23.1 Purpose of this Agreement:

This Agreement is entered into by the King City Union School District (KCUSD) and CSEA, Chapter 494 for the purpose of resolving the impacts and effects on bargaining unit members as a result of the District's requirement to comply with the "No Child Left Behind Act of 2001" (hereinafter the "Act") and "California Education Code Section 45330".

23.2 Definition of Affected Employees:

For purposes of this Agreement, the parties agree that the KCUSD has a target assistance Title I program. CSEA and KCUSD agree that all employees in paraeducator classifications shall comply with the requirements of the Act according to timelines outlined in this Agreement. The affected classifications are:

- Paraeducator
- SPED Severe Needs Paraeducator

23.3 Educational or Proficiency Requirement:

Employees in the affected classifications and all new hires into the affected classifications shall possess a high school diploma, GED, or its equivalent. Appropriate documents provided from schools outside of the United States shall be sufficient to meet this requirement. In addition, all affected employees shall fulfill one of the legal requirements detailed in the act and described below.

- Completed 48 semester units of study at an accredited institution of higher education
- Possess Associates Degree or higher from an accredited institution of higher education
- Pass a proficiency assessment and/or test certified by the District as meeting the definition of rigor in the Act

23.4 Proficiency Test:

A proficiency test, available through CODESP via KCUSD, shall be administered. Employees who reach at least a 70% overall passing score shall be deemed to have met the legal requirement.

Employees who do not achieve the 70% passing rate shall be provided with specific information about the sections of the test where they need to improve. Employees shall also be provided with access to on-line tutorials through CODESP and/or other appropriate resources. The District shall make computers available to these employees for tutorial purposes.

ARTICLE XXIV VIDEO/SOUND RECORDINGS

- 24.1 CSEA acknowledges that the District may use video/sound recording equipment on busses or in facilities where students congregate to monitor student behavior and to help ensure the safety of students and staff.
- 24.2 Recordings will be stored for a minimum of five (5) school days. The District will rotate the video tapes and will automatically write over a tape if the Superintendent or designee know of no reason for continued storage. A qualifying reason is when a parent/guardian/ student, and/or district personnel allege that an incident has occurred and has officially requested to review a recording to investigate said incident.
- 24.3 Written requests for viewing a recording may be made to the Superintendent or designee within two (2) school days of the date of the recording. The Superintendent or designee shall approve or deny the request within two (2) school days.
- 24.4 The viewing shall take place in the presence of the Superintendent or designee within one school day of the approval.
- 24.5 Absent a request from a third party, the Superintendent or designee may view a recording based upon a credible report of an incident.
- 24.6 All recordings shall be stored securely in a locked receptacle located on District property. Only persons with a direct interest in a recording incident may view that specific portion of a recording. No recording may be removed from District property unless approved by the Superintendent or designee.
- 24.7 There may be circumstances when the timelines for viewing may be extended. For example, an incident may not be disclosed by a student for several days. The Superintendent or designee shall have the discretion to determine when such an extension is justified under the circumstances.
- 24.8 If upon review of a recording, the District determines that a classified employee will be subject to discipline, the employee and CSEA shall be notified prior to disciplinary action being taken. If the recording becomes evidence in any case against a bargaining unit member, CSEA shall be provided with a duplicate copy of the relevant portion of the recording. If no duplicate is provided to CSEA, the recording shall not be used as evidence against the employee.
- 24.9 Copies of recordings may be released only as authorized by the Superintendent or designee.
- 24.10 The Superintendent or designee shall maintain a log of access to and/or release of recordings.
- 24.11 For the purposes of this Article, "designee" shall be a management level District employee.

ARTICLE XXV - SEVERABILITY

25.1 If any provisions of this Agreement are held to be contrary to any applicable law or any applicable rule, regulation, or order issued by governmental or judicial authority other than the District, such provisions shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

25.1.1 In the event of suspension or invalidation of any part or portions of this Agreement, the parties agree to meet and negotiate within fifteen (15) working days after such determination for the purpose of arriving at a mutually agreed replacement for the invalidated part or portion.

ARTICLE XXVI - NEGOTIATIONS

- 26.1 Terms of Agreement and Notice Requirements: This Agreement shall be in effect from the date of its execution, except as otherwise provided herein, and shall remain in effect up to and including June 30, 2014.
- 26.1.1 Pursuant to the provisions of this Agreement, each party may reopen negotiations for one (1) article for fiscal year 2011-12. The parties also agree to negotiate the terms for using district bus drivers to drive field trips and changes in the schedule for night custodians.
- 27.1.2 There shall be no reopeners for fiscal years 2012-13 or 2013-14.
- 27.1.3 The parties may reopen negotiations on any topic with the written agreement of both parties.
- 27.1.4 On or about May 1 of the final year of the Agreement (May 1, 2014), either party may give written notice of its request to modify or amend the terms of the Agreement.
- 26.2 Within ten (10) working days of satisfaction of the Public Notice requirements, and not later than thirty (30) days following submission of proposals in accordance with 26.1.1 above, negotiations shall begin unless the parties agree otherwise. The terms and conditions of this Agreement shall remain in effect during negotiations.
- 26.3 Release Time for Negotiations: CSEA shall have the right to designate up to five (5) employees who shall be given reasonable release time to participate in negotiations.
- 26.4 Restriction on District Negotiations and Agreements: District shall not negotiate or enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or CSEA.
- 26.5 Distribution of Contracts: Within sixty (60) days after execution of this Agreement, District shall print or duplicate and provide the Association, without charge, 30 copies of this Agreement and, upon request, further copies when the need arises.

APPENDIX A

<u>Classified Bargaining Unit Positions</u>	<u>Range</u>	
Food Service Worker	2	
Paraeducator	3	0 - 9 Units
Child Supervisor	4	if over 2.5 total hours per day
Yard Duty Assistant	4	if over 2.5 total hours per day
Crossing Guard	4	if over 2.5 total hours per day
Paraeducator	5	10 – 29 Units
Clerk Assistant	5	
Associate Teacher	5	10 - 29 Units
Paraeducator	7	30 + Units
Associate Teacher	7	30 + Units
Preschool Teacher	7	
Food Service Account Clerk	8	
Lead Cafeteria	8	
Library Clerk	9	
Psychologist Assistant	10	
Spec Ed Severe Needs Paraeducator	10	
Office Clerk	10	
District Receptionist/Registrar	12	
Family Services Specialist	14	
Lead Food Service Worker/Cook	15	
School Secretary	15	
Custodian	15	
Bus Driver	15	
Delivery Driver/Bus Driver	16	
Custodian/Bus Driver	16	
Educational Services Secretary	17	
Account Clerk	17	
Lead Custodian	18	without Bus Driving License
Lead Custodian	19	with Bus Driving License
Groundskeeper	19	
Vehicle Utility Worker	19	
Technology Technician	19	
Maintenance	19	
Maintenance/Groundskeeper	19	
Campus Security	35	
Family Advocate	39	

APPENDIX A Cont'd

Job Families:

Clerical Classifications

Food Service Account Clerk
Library Clerk
Psychologist Assistant
Office Clerk

District Receptionist/Registrar
Family Services Specialist
School Secretary
Educational Services Secretary
Clerk Assistant

Accounting Classifications

Account Clerk

Instructional and Related Classifications

Paraeducator
Associate Teacher
Preschool Teacher
Spec Ed Severe Needs Paraeducator
Family Advocate

Maintenance and Operations Classifications

Custodian
Delivery Driver/Bus Driver
Custodian/Bus Driver
Lead Custodian
Maintenance
Groundskeeper
Vehicle Utility Worker
Technology Technician
Maintenance/Groundskeeper

Transportation Classifications

Bus Driver
Custodian/Bus Driver
Vehicle Utility Worker
Delivery Driver/Bus Driver
Lead Custodian (with Bus Driving License)

Food Services Classifications

Lead Cafeteria
Lead Food Service Worker/Cook
Food Service Worker

Student Supervision

Yard Duty Assistant
Crossing Guard
Child Supervisor
Campus Security

APPENDIX B

Name:	Status	
Classification:	Probationary: 1 st evaluation <small>(mid probationary period)</small>	
Site(s):	Probationary: 2 nd evaluation <small>(end of probationary period)</small>	
Rating Period:	Permanent: Annual evaluation	

PERFORMANCE DIMENSIONS

Directions: Please rate the employee on each of the following performance dimensions. Improvement recommendations are required to be included in the commentary section for items rated as "Does not meet standards."

QUALITY OF WORK

<u>A</u>	Employee efficiently performed the primary and essential functions described in the job description.	Meets standards	
		Does not meet standards	
<u>B</u>	Employee consistently completed work neatly.	Meets standards	
		Does not meet standards	
<u>C</u>	Employee consistently performed work accurately.	Meets standards	
		Does not meet standards	

JOB KNOWLEDGE

<u>A</u>	Employee demonstrated performance of the skills and methods required for successful completion of tasks.	Meets standards	
		Does not meet standards	
<u>B</u>	Employee correctly prioritized responsibilities so that demands were anticipated and met.	Meets standards	
		Does not meet standards	
<u>C</u>	Employee displayed appropriate knowledge of use and maintenance of equipment and tools.	Meets standards	
		Does not meet standards	
<u>D</u>	Safe working procedures were followed and potential hazards were corrected or reported.	Meets standards	
		Does not meet standards	
<u>E</u>	Where applicable, approved health and safety procedures were followed and unhealthy and/or unsafe conditions were reported or corrected.	Meets standards	
		Does not meet standards	

DEPENDABILITY

<u>A</u>	Attendance.	Meets standards	
		Does not meet standards	
<u>B</u>	Employee reported to work on time.	Meets standards	
		Does not meet standards	
<u>C</u>	Level of supervision required by employee to complete duties was consistent with expectation specified in job description.	Meets standards	
		Does not meet standards	
<u>D</u>	Oral and written instructions were consistently and accurately followed.	Meets standards	
		Does not meet standards	

ATTITUDE AND RELATIONSHIPS

<u>A</u>	Employee consistently displayed a positive attitude within the workplace	Meets standards	
		Does not meet standards	
<u>B</u>	Employee consistently demonstrated courtesy and tact during interactions with the public and fellow employees.	Meets standards	
		Does not meet standards	
<u>C</u>	Employee's communications skills were sufficient to satisfy the requirements of the position.	Meets standards	
		Does not meet standards	
<u>D</u>	Employee exercised discretion and respected the confidentiality of information concerning students and co-workers.	Meets standards	
		Does not meet standards	

Initials: Supervisor _____
Employee _____

COMMENTARY

Please make a comment in both boxes below.

Record job strengths and distinguished performance incidents:

Record opportunities for growth and areas requiring improvement (Note: Supervisor is required to provide improvement recommendations for any performance dimensions rated as "Does not meet standards."):

EVALUATION SUMMARY (Overall Performance):

- Exceeds Standards Effectively Meets Standards Requires Improvement (As Specified Above) Unsatisfactory - Second Evaluation Scheduled On _____

Supervisor's Signature

Date

EMPLOYEE: I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement with the evaluation.

COMMENTS:

Employee's Signature

Date

NOTE: This evaluation will be placed in your personnel file at the end of ten (10) working days. You have the right to attach a response to this evaluation and have the response placed in your personnel file.

APPENDIX C
(Salary Schedule)

APPENDIX D

GRIEVANCE FORM

(To be used to initiate a grievance)

Directions: This form is to be completed by a member of the negotiating unit filing grievance.

1. _____
NAME Last First Middle

2. _____
ADDRESS

3. _____
HOME TELEPHONE

4. _____ 5. _____
SCHOOL OR SITE REPRESENTATIVE (IF ANY)

6. _____
RESPONSIBLE MANAGER

7. _____
DATE GRIEVANCE OCCURED

GRIEVANCE: _____
(Clear, concise statement of circumstances and grievance)

CONTRACT PROVISION(S) VIOLATED, MISAPPLIED OR MISINTERPRETED: _____

8. SPECIFIC REMEDY SOUGHT: _____

9. CONFERENCE REQUESTED: _____ YES _____ NO

10. GRIEVANT'S SIGNATURE: _____ DATE: _____

RECEIVED BY: _____ DATE RECEIVED _____
NAME/TITLE

APPENDIX E

DISTRICT PERSONNEL COMPLAINT PROCEDURE

All Personnel

AR 4144

COMPLAINTS

Except as specified below, the following procedure shall be used for any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure for complaints regarding discrimination in employment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with the district's Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, an urgent or emergency facility condition, or the failure to provide intensive instruction to students who did not pass the high school exit examination by the end of grade 12 shall be resolved in accordance with the district's Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

Any of the time limits specified in this procedure may be extended by written agreement between the district and complainant.

Step 1: Informal Complaint Process

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

Step 2: Site Level Formal Complaint Process

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered settled on the basis of the answer given at the preceding step.

COMPLAINTS (continued)

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 3: District Level Appeal

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

Regulation
approved: April 20, 2011

KING CITY UNION SCHOOL DISTRICT
King City, California

APPENDIX F
(Calendar)