

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**SIERRA SANDS UNIFIED
SCHOOL DISTRICT**

AND

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**

July 1, 2015 – June 30, 2018

Revised as of 7-21-17

May 15, 2017

TENTATIVE AGREEMENT
BETWEEN
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its CHAPTER 188

1. Except as provided for in this proposal, the 2015-2018 Collective Bargaining Agreement (CBA) between Sierra Sands Unified School District (District) and California School Employees Association (CSEA) and its Chapter 188 shall continue to be in effect through June 30, 2018.
2. The district will provide a 2.32% on-schedule increase for the 2016-2017 school year, retroactive to July 1, 2016. The District shall revise the salary schedule included in Appendix A of the 2015-2018 Collective Bargaining Agreement schedule to reflect the 2.32% on-going increase to each cell of the salary schedule.
3. The parties agree to pilot the following two subsections in Article VI: Hours for the 2017-2018 school year:

Article VI: Hours, A:1: Summer Recess hours shall consist of four 10-hour work days, Monday through Thursday, for all 12-month employees (Clerical and Fiscal, Custodial, Mechanics, Computer Technicians, Ground Workers, Food Service, Maintenance, Warehouse Workers and other 12-month classifications. A committee comprised of two administrators and two unit members shall convene no later than April 1 in the prior year to mutually determine details including but not limited to: holiday impact, leave details, shift details, and the specific start and end dates.

Article VI: Hours, M: The district shall guarantee a minimum of eight full time (8-hour) bus driver positions, assigned in order of seniority as described in this paragraph. The district shall convene a route selection meeting no fewer than five working days prior to the start of the upcoming school year. Each bus driver shall attend that meeting and receive pay for the actual time of the meeting or two hours, whichever is longer. At that meeting, bus drivers will select, in order of seniority, from a list of known and available routes. Each driver's selection will be final unless the District places the driver in a particular route as described below. With the exception of the eight full-time bus drivers described above, each bus driver's hours for the coming school year will coincide with the hours of the route he or she selected. The parties agree and acknowledge that this selection procedure may result in a driver selecting a route with fewer hours than the driver held in the previous school year. In that

circumstance, the parties agree that the district may reduce that employee's hours to coincide with that route and there shall be no duty to negotiate that reduction in hours as that reduction has been fully bargained and settled as described in this paragraph.

Notwithstanding the route selection procedures above, the district retains the right to assign bus drivers, regardless of seniority, to routes based on the district's needs. In the event the District assigns a driver to a route either without permitting that driver to select the route as described above or after the driver selects another route, the driver may request, and the District shall provide, a written statement of reasons for the route assignment.

~~1. — Bus drivers shall be guaranteed salary and benefits at the level of the previous year's route for the period commencing July 1 through implementation of the new routes during the first week in October.~~

~~2. — All required duties and a reasonable estimate of time shall be included in routes for purposes of bid. Under no circumstances shall a driver be compensated for less than actual time worked.~~

~~3.1. In the event of a declared layoff, the provisions of the current Collective Bargaining Agreement and Education Code shall prevail.~~

~~4.2. Regular bus drivers shall be compensated for all time on duty, except for breaks in duty of thirty (30) minutes or more.~~

4. The parties did not reach a new agreement regarding Article VIII: Health and Welfare for 2017-2018. The parties recognize that Article VIII states: "The parties recognize that premiums may be increased effective October 1, 2017; if there is an increase and if the parties have not reached agreement by October 1, 2017 then, in that event, the District will pay one-half of the actual premium increase and unit members will pay one-half of the actual premium increase through deduction from their salary warrants, beginning with the September salary warrant, unless and until negotiated otherwise."

5. This agreement concludes negotiations for 2016-2017.

Agreed:

FOR THE DISTRICT



Dave Ostash
Assistant Superintendent
Human Resources

Date: 5/15/17

FOR CSEA



Leonard Verduzco
CSEA Chapter 188 President

Date: 5/15/17



Tizoc Arenas
CSEA Labor Representative

Date: 5/15/17

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ARTICLE I
AGREEMENT

A. These Articles and the provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the SIERRA SANDS UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District" or "Employer", and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, RIDGECREST CHAPTER 188, or its successors, hereinafter referred to as the "Association" or "Exclusive Representative".

B. Procedures which are designed to implement this Agreement shall be applied uniformly and consistently to all unit members.

C. This Agreement is entered into pursuant to California Government Code, Sections 3540 to 3549, hereinafter referred to as the "Act".

ARTICLE II
RECOGNITION

A. The District recognizes the Association as the Exclusive Representative of all employees of the classified service, excluding K through 8 part-time playground supervisors by whatever name; substitutes and all other employees excluded by law from the classified service; and those designated as management, confidential, or supervisory pursuant to the provisions of the Act.

B. If and when mandated by law, K through 8 part-time playground supervisors shall be represented.

C. The District shall consult with the Association in an attempt to reach agreement before designating a position as management, confidential, or supervisory. Any and all disputes concerning management, confidential, or supervisory positions shall be submitted to the Public Employment Relations Board ("PERB") for final disposition, which shall be binding on both parties.

ARTICLE III
RESERVED RIGHTS

A. Consistent with the laws of the State of California, the right, power, prerogative, and authority to manage, control, and direct the operations and affairs of the District, and to take whatever actions are necessary to maintain the operations in situations of emergency, are reserved exclusively to the District and the Board of Education ("Board"), except as those or any other heretofore unspecified rights, powers, prerogatives, and authorities are expressly and specifically limited, abridged, or modified in writing by this Agreement, and then only in the manner and to the extent authorized by law.

B. The exercise or the failure or refusal of the District to exercise any right, power, prerogative, or authority not specifically delineated by this Article shall not be the subject of a grievance under provisions of this Agreement, unless such exercise or failure or refusal to exercise results in an allegation that another specific Article of this Agreement has been violated.

C. Neither the District nor the Association shall impose or threaten to impose reprisals on employees; to discriminate or threaten to discriminate against employees; or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights provided for in the Act.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Association shall have the right to use classified employee bulletin boards, intra-district mail service, classified employee mail boxes, the daily bulletin, and meeting rooms at reasonable times, and shall have access to employees before and after work, during lunch and unassigned periods in lounge or meal or other nonworking areas which do not interfere with employee performance or efficient operation of the District's programs. In cases requiring immediate attention, the CSEA Field Representative may contact the employee during school hours only with the consent of the Superintendent or designee and the knowledge of employee's immediate supervisor. The Association shall have the right to use District facsimile machines, so long as no additional burden is placed on the District, including but not limited to the copying and/or distribution to members of materials faxed by the Association.

B. Submission of a written request and approval of the Superintendent or designee shall be required for the use of school equipment and facilities. Approval for use shall be required at all times and shall not be unreasonably withheld. Submission of the written request on the form provided by the District is required. For the purposes of this Article, the Association President or person designated in writing by the Association shall make all written requests for use of school facilities. The Association shall provide supplies and materials it utilizes or compensate the District for such materials.

C. All communications by the Association to bargaining unit employees at large shall identify the Association as the source.

D. Release time shall be provided for Association executives during work hours to conduct Association business, with the approval of the Superintendent or designee. Regional representatives shall be entitled to sixteen (16) hours of release time per month. Additional release time may be provided, but with the prior approval of the Superintendent or designee.

E. Non-employee representatives of the Association shall check in with

the site or department supervisor to receive clearance prior to contacting an employee on the job.

F. The Association shall have the right to review an employee's personnel file and payroll record when accompanied by the employee or on presentation of a written authorization signed and dated by the employee.

G. The Association shall have the right to review and/or receive copies of public documents in the District's possession which reasonably relate to negotiations and the Exclusive Representative's role, except those documents related to the confidential relationship between the District and its negotiators. The District shall charge only for multiple copies of a requested document. The Association may run fifty (50) copies per month on the Business Office copy machine.

H. Upon employment, the District shall provide each new employee a copy of the current contract, an application for membership to the Association, insurance information, and other material supplied by the Association and authorized by the Superintendent. The supervisor shall provide the employee with a copy of the job description within forty-eight (48) hours of request.

I. The District shall provide employees with a copy of this Agreement within thirty (30) working days of ratification by both parties. An additional fifty (50) copies will be provided to the Association 188 President.

J. The District agrees to provide the Association President a roster of unit members once each year for the duration of this Agreement. The roster will contain the following information: employee's name, date of employment, length of service with the District, classification, work hours, and work site. The District will have the roster completed on or about November 1.

K. Seniority shall be based on hiral date. Seniority shall govern in cases of lay off and recall from lay off, with the exception of positions requiring specific skills and/or training.

L. The District shall, upon appropriate written authorization from any

employee, deduct and make appropriate remittances for insurance premiums, credit association payments, payroll savings plans, tax sheltered annuities, or any plans or programs jointly approved by the Association and the District. The District shall pay promptly to the designated payee all sums so deducted.

M. The District shall deduct, in accordance with the current CSEA dues and service fee schedule, dues from the wages of all employees who are members of the Association on the date of the execution of this Agreement and who have submitted dues authorization forms to the District.

N. The District shall deduct the initiation fee, dues, and service fee in accordance with the current dues and service fee schedule from the wages of each employee who, after the date of execution of this Agreement, becomes a member of the Association and submits to the District a dues authorization form.

O. All dues authorization shall continue in effect during the term of this Agreement unless revoked in writing by the employee within ten (10) days of ratification.

P. If during the term of this Agreement changes in legislation or the Board philosophy occur regarding agency fee, the parties shall reopen on agency fee only.

Q. The District shall immediately notify the Association President if any member revokes a dues authorization. The Association will provide any and all forms required by dues deduction provisions of this Article.

R. The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action rising from the organizational security provisions contained herein.

S. The Association will permit the District to contract out work as follows:

1. Work that cannot be provided by the District classified service.
2. Work necessary for urgent or emergency circumstances.

3. For transportation services, the following applies:

a. The District may contract out trips in the event that insufficient drivers or buses are available. Drivers scheduled for contracted trips shall be provided with the first opportunity for the next available trip.

b. Private organizations or those groups that are privately funded, such as PTA, clubs, classes, etc., are exempt from subcontracting restrictions.

4. A review of contracting out activities shall be held between the Association President or designee and the Superintendent or designee on a quarterly basis. Release time shall be provided for this purpose. Grievance timelines shall be extended, establishing the date of the quarterly meeting as the date of the occurrence.

5. Reduction in service and/or layoff shall be conducted according to prevailing law and this Agreement.

T. The District shall provide a total of five (5) days release time per year for two (2) delegates to the CSEA Annual Conference. One (1) additional employee may attend using vacation, "R" days, or comp time. However, no more than two (2) employees shall be from the same location or site, unless it is a state officer.

U. Substitutes shall be employed in accordance with the provisions of the Education Code.

V. Any reduction in hours or days of employment shall be negotiated relative to both the decision and effects. In the event the District plans to reduce a work schedule, it shall give written notice to the Association President and CSEA Field Representative.

ARTICLE V

EMPLOYEE COMPENSATION

A. The classified salary schedule is increased retroactively to July 1, 2015, by 2.71%. The classified salary schedule is adjusted per the MOU in response to the Federal Minimum Wage Law, dated January 13, 2016, which included the following: Eliminate Ranges 8-9; place FSA I on Range 10; place FSA II and FS Teller on Range 12; adjust Range 10, Step A to \$10/hr.

B. In the event that equalization aid or any other as yet unknown per pupil augmentation is provided by the state, the salary schedule may be additionally increased by the percent of salary schedule improvement equal to that received by any other Sierra Sands bargaining agreement. Further, in the event that another bargaining unit defers salary for other economic improvement, that which would have been applicable to the salary schedule shall be applied to the classified schedule.

C. The District shall provide each work site annually with a current range key and simplified salary schedule.

D. For each year of this Agreement, each unit member employed on or before January 1, in continuous employment, who did not achieve the top step of his/her job classification during the previous year will be advanced one (1) step on the salary schedule on the following July 1 (Appendix A). Provisions of this Paragraph shall apply to longevity increases provided pursuant to Item 14 of Paragraph E, below.

E. Rules and provisions governing salaries, expenses, and related matters, all of which are coterminous with the salary schedule, are as follows:

1. Employees whose regular job duties specify an unpaid period of time which is two (2) hours or more, exclusive of rest and meal breaks specified in the Article VI (Hours) Paragraphs C and D, shall receive a shift differential of thirty cents (\$.30) per hour worked.

2. Employees whose regular job duties involve four (4) or more hours between 2:00 p.m. and midnight of the same day, or who begin their duties at 2:00 p.m. or after, shall receive a shift differential of sixty cents (\$.60) per hour

added to their hourly rate for all hours worked. A sixty-cent (\$.60) per hour shift differential shall be paid to employees when working the "graveyard" shift.

3. Regular employees shall be paid once per month on or before the last workday of the month. Hourly employees shall be paid the tenth (10th) of each month, except in instances beyond the control of the District.

4. The employee shall immediately notify the District of lost or stolen checks or checks with errors. The District will immediately notify the County Superintendent's Office to expedite the replacement or correction of the check. Errors will be corrected within five (5) days as provided in the Education Code.

5. Employees required by the District to use their own automobiles on District business shall be reimbursed at the rate established by the Internal Revenue Service. The District shall provide secondary liability insurance protection for employees in the event employees are required by the District to use their personal vehicles on Employer business.

6. An employee required by the District to be outside the District and take meals and/or lodging away from the District shall be reimbursed for necessary and actual expenses incurred. An employee may request an advance on expenses from the District.

7. The District shall provide or reimburse the employee for the cost of any uniform or safety equipment which is required by the Employer or by law.

8. Maintenance employees shall provide their own tools standard to the industry priced up to and including two hundred dollars (\$200) per tool. The District shall provide any tool which is reasonably priced higher than two hundred dollars (\$200).

9. Employees required by the District to use personal tools or other personal property:

a. Shall have a lockable place to store such property.

b. Shall have such property replaced by the District if stolen or damaged as a result of the proper actions of the employee (or another employee) in the regular performance of assigned duties.

c. Such damaged or stolen tools shall be replaced within thirty (30) days of report.

1) Employees shall be required to report theft or damage on the day of occurrence or when the employee becomes aware of the theft or damage.

2) Employees shall be required to provide the District with a detailed inventory of tools for District service within thirty (30) days of the first work day of each fiscal year.

3) This inventory shall be verified by the supervisor and recorded by the employee on a form provided by the District.

4) This inventory must be updated immediately to reflect additions or deletions.

5) The employee shall be provided a copy of this inventory.

10. When employees are required by law to submit to a physical examination for continued employment, the District shall either provide the required examination, cause it to be given, or provide reasonable reimbursement for the required examination.

11. Employees shall be compensated at the regular rate of pay for required inservice training.

12. Unit members promoted by the District from one classification to another shall be placed on the salary range and step of the new classification which shall provide at least one (1) step raise from the employee's

former classification. In no event will such promotion result in a reduction of the employee's current rate of pay. If promotion and placement in a new classification results in earning the same salary as was earned in previous classification, then the employee shall be paid at the next higher step for the remainder of the school year in which the promotion takes place. In the event a new salary schedule is implemented, the next higher salary classification shall be applied.

13. A unit member temporarily assigned to duties at a work site which is more than ten (10) miles from the employee's normal work site shall be compensated at the rate established by the Internal Revenue Service for each mile in excess of ten (10) miles between the normal work site and the temporary work site.

14. Commencing July 1, 1995, a longevity increment of five percent (5%) will be applied to the employee's salary at the completion of seven (7), twelve (12), and seventeen (17) years of service. A longevity increment of seven and one-half percent (7.5%) will be applied to the employees salary at the completion of the twenty-second (22nd) year of service. Effective January 1, 2002, an additional longevity increment of seven and one-half percent (7.5%) shall be added to the salary schedule at the completion of 27 years.

15. All employees shall be on paid status from the normal time of reporting to the regular check-in location for the particular class of employees. Employees who report late shall have any lost time charged to available paid leave, or, in the absence of available paid leave, the employee's pay shall be reduced by an appropriate amount.

16. Bargaining unit employees shall not be required to participate in bomb searches unless trained and compensated for hazardous duty (double time).

17. Garage employees shall have uniforms and shop towels provided at District expense.

18. Employees shall have the right to have their positions considered for reclassification by submitting documentation and justification to the CSEA between April 1 and May 31 each year in accordance with internal CSEA procedures. All changes will be effective on July 1 of each year.

19. When an individual otherwise employed and receiving the benefits of representation is assigned to a noon duty position, the hours worked at that position will receive identical benefits to those hours earned under representation (i.e., vacation, sick leave, health and welfare benefits, etc.).

20. The SISC Defined Benefit Plan shall be the exclusive retirement plan provided by the District to all non-PERS eligible employees.

F. Automobiles which are damaged due to student vandalism or District negligence shall be promptly reported to the supervisor, and the District shall conduct an investigation to verify the damage. The unit member must also contact appropriate law enforcement agencies for verification and issuance of a written report from the agency in order to qualify for reimbursement under this Section. Upon verification, the unit member shall be reimbursed the amount of his/her insurance deductible, not to exceed two hundred fifty dollars (\$250) for each incident.

ARTICLE VI

HOURS

A. The work week shall consist of five (5) consecutive days, Monday through Saturday, consisting of eight (8) hours per day and forty (40) hours per week for full-time employees. The length of the work day for each employee shall be designated by the District. By July 1, each employee shall be given tentative written notice of the regular minimum number of assigned hours per day, days per week, and months per year, and a specific statement of the duties required to be performed by the employee during the succeeding school year. Current employees, those hired prior to June 21, 1990, shall be assigned other than the Monday through Friday schedule only by mutual agreement. The District may fill new positions and existing positions for which no transfers are requested as described above.

B. An employee who is assigned to work a minimum of thirty (30) minutes per day in excess of a part-time assignment for a period of twenty (20) consecutive working days or more shall have the basic assignment changed to reflect the longer hours. Part-time employees shall be those whose basic assignment is less than eight (8) hours per day or forty (40) hours per week.

C. Each employee shall receive a regular, scheduled, amount of time for an uninterrupted meal break of not less than thirty (30) minutes.

D. Rest breaks of fifteen (15) minutes of paid time for each four (4) consecutive hours worked shall be provided. Employees whose assigned work day is six (6) hours or more shall receive one (1) thirty (30) minute or two (2) fifteen (15) minute rest breaks.

E. Breaks shall be scheduled by the District as near the midpoint of each work period as possible consistent with the District's work schedule. Time for breaks shall not be accumulated or used to reduce the length of the regular work day.

F. Overtime shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the employee's rate of pay when an employee is required by the immediate supervisor to work:

1. More than eight (8) hours in one (1) work day.
2. More than forty (40) hours in one (1) work week.
3. A sixth (6th) or seventh (7th) consecutive work day for employees who have an average work day of four (4) hours or more during the work week.
4. A seventh (7th) consecutive work day for employees who have an average work day of less than four (4) hours during the work week.

G. Overtime shall be distributed and rotated as equally as possible among employees in the same classification at the same work site within each department. For the purposes of this provision, a "department" shall also mean each individual school site for employees assigned to school sites, as well as department structures within the District such as maintenance and transportation. Nothing in this Paragraph shall be construed to guarantee an employee a set amount of overtime or absolute equality in the number of hours of overtime jobs assigned. Overtime records shall be maintained at each department.

H. When an employee is required to work on a holiday as defined in this Agreement, the employee shall receive compensation for the holiday or compensating time off, based upon the employee's assigned hours, plus the number of hours actually worked at the rate of time and one-half.

I. The District may grant compensatory time off in lieu of cash compensation to all employees for overtime worked at the rate of one and one-half (1½) hours compensatory time per one (1) hour of overtime worked to a maximum of one hundred sixty (160) hours (160 = 240 hours of CTO) of actual overtime hours worked. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked. When compensatory time is granted in lieu of cash compensation, it shall be taken at a mutually acceptable time within the fiscal year in which it was granted. If not taken within the fiscal year, or upon termination, the District shall pay the employee for the overtime worked at the appropriate overtime rate at the time the work was performed.

If the District, because of work scheduling or emergency needs, must cancel previously agreed to compensatory time and it cannot be rescheduled in the fiscal year, the employee shall be compensated at the employee's rate of pay in effect at the end of the fiscal year.

J. An employee called back to work after completion of the regular work schedule shall be compensated for at least two (2) hours work at the employee's appropriate rate of pay.

K. An employee called in to work on a day when the employee was not scheduled to work shall be compensated for at least two (2) hours work at the employee's appropriate rate of pay.

L. Standby time shall be any time when the employee is required by the District to stand by and be available for service. Standby time shall be compensated on a straight time basis unless it occurs during overtime, in which event it will be compensated on an overtime basis. Employees on special trips who are required to remain on standby for the duration of the event for which the trip is made shall be paid for all standby time at the appropriate rate of pay. When an overnight bus trip occurs, the bus driver shall not be compensated for the time after the end of the employee's required duty hours in the evening until the following day when duties are actually resumed.

M. New bus route schedules, including a written description of each route, shall be posted once annually, at least two (2) days prior to bidding on such routes. Bidding on new bus routes by drivers shall occur, beginning with the 2006-07 school year with an evaluation of this change conducted in the Spring of 2007 for the 2007-08 school year, once annually during the last week in September; new routes will become effective the first week in October.

1. Bus drivers shall be guaranteed salary and benefits at the level of the previous year's route for the period commencing July 1 through implementation of the new routes during the first week in October.

2. All required duties and a reasonable estimate of time shall be

included in routes for purposes of bid. Under no circumstances shall a driver be compensated for less than actual time worked.

3. In the event of a declared layoff, the provisions of the current Collective Bargaining Agreement and Education Code shall prevail.

4. Regular bus drivers shall be compensated for all time on duty, except for breaks in duty of thirty (30) minutes or more.

N. Out-of-town or interdistrict special bus trip scheduling shall be assigned on a seniority rotational basis. In-town special bus trip scheduling shall be assigned to bus driver 1's (ones) on a seniority rotational basis.

1. A driver who refuses any such trip shall be moved to the bottom of the rotation.
2. In the event no driver on the rotation list has accepted the assignment, then the first driver who refused the trip shall be required to take the assignment.
3. The District will advance expenses to bus drivers assigned out of town field trips if the request is made on the applicable travel request form at least thirty (30) calendar days prior to out of town travel. Expenses must be consistent with Board Policy and limited to meals, lodging and additional transportation if necessary. Such expenses must be substantiated by appropriate receipts. If the advance payment exceeds actual expenses incurred by the employee, the employee is obligated to reimburse the District for the difference with submission of the applicable travel request/claim form within five (5) work days following the out of town field trip.

O. An employee may be sent, at the discretion of the Superintendent, in a paid status, to attend inservice training classes, workshops, clinics, conferences, or other programs which are specifically

designed for the purposes of assisting the employee in the performance of assigned duties; introducing new concepts; or otherwise enhancing, expanding, or improving the job performance of the employee. The employee shall be paid for transportation and for actual and necessary expenses. An employee may request an unpaid leave of absence to improve job performance. Such request shall not be unreasonably denied.

- P. Management or supervisory employees shall be responsible for carrying the 'beepers' utilized in case of night, weekend, or holiday emergencies; in the event a unit member is assigned a 'beeper' the unit member shall receive two (2) hours pay for each day of such assignment and shall be eligible for call-back or call-out pay as described in paragraphs "J" and "K" if in fact called to work. Beeper assignments shall be equitably rotated among Maintenance Department employees.
- Q. After negotiating, the Board shall adopt an annual calendar.

ARTICLE VII

CLASSIFICATION/JOB DESCRIPTION

A. The District shall provide bargaining unit members with a copy of the appropriate job description within forty-eight (48) hours of request.

B. Bargaining unit employees shall not be required to routinely or regularly perform the duties of a higher job classification unless appropriately compensated.

C. In the event the District plans to create or change a job description and/or related salary, it agrees to give advance written notice to the Association President and will allow the Association up to twenty (20) calendar days to negotiate prior to the Board adoption of the job description and/or related salary.

ARTICLE VIII
HEALTH AND WELFARE BENEFITS

Effective October 1, 2016 the district will implement the comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "PBC 90-A \$20" (\$100/\$300 deductible, \$20 office visit co-pay, and 90-10 co-insurance with a \$300 co-insurance maximum per individual) including prescription coverage (Rx G \$7-\$25/\$14-\$60), behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage – Delta Dental Plan \$1,500 (annual cap of \$1,500), and (c) vision coverage – VSP Vision Plan B with a \$10/\$25 co-pay.

For 2016-2017 school year, the District shall pay 100 percent of the premiums for the health and welfare benefit package described above. Unit members may elect to belong to other health and welfare packages that the Health Insurance Cost Containment Committee ("Committee") makes available. Currently, SISC allows up to six different plans to be available for unit members; although the Committee will determine the number and type of plans to be made available for unit member choice and selection. Full time unit members shall pay the difference in cost (above the cost of the PPO 90 A 20 Plan) through direct payroll deduction from their salary warrants. If a full time unit member selects a plan that costs less than the PPO 90 A 20 Plan, then the difference will be paid to the member tenthsly, as a stipend (not calculable for CalPERS). This is applicable to current employees only, not retirees.

The parties recognize that premiums may be increased effective October 1, 2017; if there is an increase and if the parties have not reached agreement by October 1, 2017 then, in that event, the District will pay one-half of the actual premium increase and unit members will pay one-half of the actual premium increase through deduction from their salary warrants, beginning with the September salary warrant, unless and until negotiated otherwise. This does not preclude negotiations for retroactive increases in the District's rate of premium contributions.

- A. All employees in positions defined as having two hundred three

(203) or more total annual paid days, and whose assigned work day is seven and one-half (7½) or more hours, and all employees hired prior to July 1, 1977, whose assigned work day was four (4) or more hours, five (5) days per week, shall receive an insurance package described above.

No bargaining unit member hired after October 1, 1992, whose total assignment is less than twenty (20) hours per week shall participate in the health and welfare benefit program. Part-time employees whose total assignment is more than twenty (20) hours must participate in the total program or not at all, with the exception of the core program, unless hired prior to October 1, 1992.

B. For all employees in positions defined as having two hundred two (202) or less total annual paid days, or whose assigned work day is less than seven and one-half (7½) hours, and employees not otherwise covered by the provisions of Paragraph A of this Article, and who elect to be covered by the individual insurance plans, the District shall make a pro rata contribution of the premium payments. The pro rata commitment shall be determined by the ratio of the number of hours worked per day, rounded to the nearest hour, to eight (8). The remaining cost of the insurance premium payments shall be deducted from the employee's paycheck.

C. A twenty-five thousand dollar (\$25,000) life insurance policy shall be provided for all employees. Any employee hired after June 21, 1990, for less than twenty (20) hours per week shall not be entitled to the \$25,000 life insurance policy. \$25,000 life insurance benefit shall be prorated for employees over the age of seventy (70) pursuant to SISC policy.

D. Part-time employees whose assigned work hours vary from one day to another shall have the District's pro rata contribution to health and welfare premiums calculated as follows: total paid hours per week divided by forty (40) hours.

E. Employees covered by Paragraph A of this Article shall be covered on the first day of the month following their employment date. Part-time employees covered by Paragraph B of this Article who elect to be covered by individual insurance plans offered by the District may do so only at the beginning of their employment with

the District, or when the employee's hours are increased or decreased or the employee is promoted or demoted.

F. An employee may request that the Superintendent authorize modification in insurance coverage due to compelling personal reasons.

G. An open enrollment period shall be established for thirty (30) days following ratification by both parties.

H. Any change in insurance selection or coverage shall be effective the first day of the following month.

I. The District reserves the right to select the carrier(s) of any coverages provided by this Agreement. District and Association representatives will form a Health Insurance committee for the purpose of reviewing current plans, benefits, and carriers and exploring options which may reduce the costs, or rates of increase in costs, in the District's health insurance programs. The Committee shall have the authority to review variations on current plans, new plans, or new approaches such as a Joint Trust. The Committee shall make recommendations to the parties' negotiating teams. This agreement reflects the parties' understanding that the cost of health insurance is an ongoing part of employee compensation, that such cost should be reflected in the District's budget planning and will impact the amount of money otherwise available for salary adjustments. Other District employee organizations which choose to do so may participate on the committee.

J. The District agrees to continue to provide on the same basis as active employees all insurance benefits provided for in this Article for retirees who retire after having served ten (10) consecutive years of full-time employment service to the District and who have attained the age of fifty-five (55) or employees who have provided thirty (30) years of uninterrupted service. The District agrees to continue such benefits until the retiree attains the age of sixty-five (65) or until the retiree becomes eligible for other benefits (i.e., Social Security, Medicare A and B, etc.), whichever is sooner.

K. For the purposes of this Section, employees who have provided the

District with seventeen thousand four hundred forty (17,440) hours of paid service as reported under the provisions of the Public Employees Retirement System (PERS) and are age fifty-five (55) to sixty-five (65) shall be eligible for the benefits of Paragraph J, above.

L. The District shall, upon written request from the Association President, provide census and premium information relating to employee insurance.

M. The District shall provide the opportunity for bargaining unit members to participate in a flexible benefit plan. Fees charged by the provider shall be paid by the participating employee.

ARTICLE IX
PROFESSIONAL GROWTH

A. Bargaining unit members may enroll in a Professional Growth Program which benefits both the employee and the District. Employees may enroll in the program only after the completion of the probationary period.

B. Bargaining unit members shall plan their programs of study related to their current assignment or to advance within the District's classified service. An individual program of professional growth shall be submitted to the employee's supervisor for review, and forwarded to the Superintendent for approval, at least thirty (30) days prior to the beginning of the semester or term. The Superintendent shall forward notice of his action to the bargaining unit member within ten (10) working days.

C. Upon completion of the requirements of the approved Professional Development Program, the employee shall be compensated with a one-time fifty dollar (\$50) payment per semester unit. Claims for professional growth compensation must be made for a minimum of six (6) semester units.

D. A bargaining unit employee may earn a maximum of three thousand dollars (\$3,000) in professional growth awards for sixty (60) semester units.

E. To be eligible for compensation, the employee must complete a program of accredited college course work or District-approved seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

F. Inservice training provided by the District on paid release time shall not be approved for credit.

G. Upon completion of each unit segment, the employee shall provide the District with an official transcript or other document acceptable to the District indicating successful completion.

H. Compensation for professional growth shall be paid to the employee within sixty (60) days following completion of the requirements of the approved Professional Growth Program.

I. The employee shall be required to provide at least six (6) months continued service to the District following the completion of a professional growth program. Should the employee resign during the six- (6) month period following the completion of the program, the employee shall repay the District in full.

ARTICLE X

VACANCY/TRANSFER/PROMOTION

A. The District determines that a vacancy exists. All vacancies shall be advertised within and outside the District simultaneously.

1. Voluntary Transfers. "Voluntary transfers" are movements within the same classification (and same pay range) at the request of the unit member. Voluntary transfer requests shall be granted on the basis of the most senior qualified applicant, as defined in Paragraph B.1. and 2. below (seniority and satisfactory work record/evaluation). In the event the Superintendent denies a transfer to the most senior applicant, a written rationale specifically citing the reasons for the denial shall be provided to the bargaining unit employee.

2. Promotion. The Superintendent shall make all final decisions regarding promotion. In the event that a bargaining unit applicant is denied a promotion, the Superintendent will provide, if requested, a statement specifically delineating the rationale for the Superintendent's decision. This provision shall commence July 1, 1995.

B. The District is solely responsible for determining any and all qualifications for a position. The District shall consider the following criteria when determining whether or not a unit member qualifies for a promotion.

1. The employee's seniority in the classified service.
2. The employment work history, which may include evaluations of current and past job performance.
3. The employee's training and experience.
4. Written test and/or oral examination scores.

C. Notice of a vacancy shall be posted in the District Office and on bulletin boards at each job site. The notice shall remain posted until the deadline for filing a request for transfer or application for promotion has passed, but in no event less than seven (7) working days. A copy of this notice shall be provided to the Association President on or before the date it is posted. The notice shall include the job title, a brief

description of the position and duties, training and experience requirements, job location, number of hours per day, number of days per week, number of paid days per year, the salary range, and the deadline for applying.

D. Any unit member who wishes to be considered for a vacancy which might occur during a period when the unit member is on leave must submit a letter to the District office prior to the leave indicating such interest. The letter shall state the beginning and ending dates of the leave and shall be valid only during the dates stated and shall list family classifications of interest. For the purposes of this Section, a leave is defined as any time an employee is off work, excluding weekends. Any unit member who has submitted such a letter will have a copy of the vacancy notice mailed to his/her last known address within two (2) working days of the posting date. This letter shall be considered a request for transfer or an application for promotion upon telephonic notification by the employee to the District Office.

E. Involuntary Transfers: A bargaining unit employee may be involuntarily transferred to a vacant position except as a reprisal for activities protected by the Act. When the decision is made that a vacant position is to be filled by involuntary transfer of an employee in the same classification, then the least senior employee in the classification shall fill the position.

F. A bargaining unit employee may be temporarily transferred to fill a vacant position for a period not to exceed thirty (30) working days. An employee filling a vacant position on a temporary basis shall not receive preferential treatment should the employee apply to fill the vacant position on a permanent basis.

G. In the event that a position is temporarily vacant due to the absence of an employee (not a vacancy), a bargaining unit member may accept this assignment in addition to his/her regular assignment or in place of his/her regular assignment for the duration of the absence, without gaining rights to the position.

Example: A six- (6)hour custodian assumes the assignment of an eight- (8) hour custodian in his/her absence. The six- (6) hour custodian is compensated for the additional two (2) hours, but receives no additional benefits.

Upon the return of the eight- (8) hour custodian, regardless of duration, the six- (6) hour custodian returns to the six- (6) hour position.

Example: A four-hour food service worker assumes the assignment of a two-hour food service worker in her absence. The employee receives the additional compensation, with no additional benefits. Upon the return of the two-hour employee, the four-hour employee gives up the additional assignment to the two-hour employee regardless of duration.

H. Any bargaining unit employee who is involuntarily or temporarily transferred shall be paid at Step A of the transferred position's range or at the bargaining unit employee's own step and range, whichever is greater.

I. The Superintendent shall make the determination in all cases of filling vacant positions.

J. The District shall give alternate work, when it is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties, but who is medically able to perform the alternate work. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with the Association and concurrence of the employee.

K. Promotions: "Promotions" are movements to a different classification with a higher pay range. When three (3) or more qualified bargaining unit members (as defined by Paragraph B of this Article) apply for a promotion, one of the bargaining unit members shall be selected for the promotion. If a unit member is not selected in these circumstances, the District shall provide written reasons therefor to the impacted unit members within ten (10) working days of its decision.

L. Bus Drivers I, if qualified as described below, when actually assigned as a Bus Driver II for out of town field trips, shall be compensated at the appropriate Bus Driver II rate for the hours actually worked.

M. Bus Driver II vacancies, as determined by the District, shall be announced and filled from the roster of qualified Bus Drivers I on the basis of seniority,

subject to the approval of the Supervisor of Transportation. In the event that a qualified applicant is denied a Bus Driver II position, the decision may be appealed to the Business Manager. Training for metropolitan, freeway, and mountain driving shall be provided prior to determining eligibility for a Bus Driver II position.

N. Summer School Employment: Prior to employing non-unit workers, the District shall first assign regular classified employees to service during summer recess. Summer assignments shall be offered first to unit workers employed less than twelve (12) months in the required classification, and, thereafter, shall be made on the basis of qualifications for employment in each classification of service which is required. The District shall determine the requirements for the position and fill vacancies based on the relation of individual qualifications to the posted position requirements. When two (2) or more applicants are deemed equal in their qualifications, the applicant with most seniority (measured first within the classification and, if that is not determinative, then second within the District) shall be offered the position. When employed for summer school or summer work the employee shall receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular year.

Employees shall be placed at the proper salary range of the classification in which employed for work during summer.

1. Employees regularly assigned to a range less than that of summer employment shall be compensated at the "C" salary schedule placement. As example, a paraprofessional (range 16) electing to serve as a custodian (range 20) shall be compensated at range 20C. Substitutes shall be compensated at the "A" salary schedule placement.
2. Employees regularly assigned to a range higher than summer service shall be compensated at the summer range, yet at their current (June 30) experience placement. As example, a school secretary serving as a clerk shall receive his or her experience placement, such as "F4."

ARTICLE XI
LEAVE PROVISIONS

For the purposes of this Article, "immediate family" shall mean: parent, grandparent, foster parent, spouse, son, daughter, grandchild, stepchild, foster child, brother, sister, aunt, uncle, niece, nephew, son-in-law, or daughter-in-law of the employee, or spouse or ex-spouse of the employee, or other person living in the household and, for the purposes of bereavement leave only, brother-in-law, sister-in-law, father-in-law, and mother-in-law. Paid leaves may be taken in hourly increments except in cases where a substitute is required. When a substitute is required, paid leaves will be limited to half or full days.

Sick Leave

A. Sick leave shall be used for the employee's injury or illness and for necessary medical, dental, or vision examinations or treatments that cannot be arranged outside the employee's regular work schedule. The District may require verification of proper use of sick leave.

B. Employees shall earn sick leave for the purposes defined in Paragraph A of this Article at a rate of one (1) day per month worked and credited at the rate of four and six tenths percent (4.6%) of hours worked each month.

C. Unused sick leave shall accumulate without limit.

D. A new employee shall not be eligible to take more than six (6) days, or the proportionate amount to which the employee is entitled, until the completion of the probationary period.

E. On July 1 of each school year, employees shall receive sick leave credit for the entire year. The District shall provide each employee with a written statement of the sick leave credit and any accumulated sick leave not later than October 1 of each year.

F. After the accumulated sick leave has been used, an employee who continues to be absent because of nonindustrial illness or injury shall be entitled to up to an additional five (5) months of sick leave during which time the compensation shall be

the difference between the employee's regular rate of pay and the amount paid to the substitute employee or fifty percent (50%) of the employee's salary, whichever is most.

Industrial Accident or Illness Leave

G. An employee with a job related injury or illness shall be entitled to noncumulative leave of up to sixty (60) working days in any one (1) fiscal year for the same injury or illness. Should the period of the leave overlap the fiscal year, the employee shall be entitled only to the amount remaining at the end of the fiscal year in which the injury or illness occurred.

H. The industrial accident or illness leave shall be used in lieu of sick leave benefits. When entitlement to leave under Paragraph G, above, has been exhausted, other sick leave, vacation, or other paid leaves of absence may be used.

I. Payment for wages lost on any day shall not, when added to a Workers' Compensation award, exceed the normal wage for the day.

J. The District's report of an industrial accident or illness shall be kept on file in the District Office.

Pregnancy Leave

K. Each female employee shall be entitled to a leave of absence for pregnancy and shall be entitled to use her accumulated sick leave benefits allowable under appropriate sections of the California Education Code and this Agreement on the same basis provided for any other illness or injury. For the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto, the following rules shall apply:

1. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor.
2. A statement from the employee's doctor as to the beginning date of such leave shall be filed with the Superintendent. This date shall be based upon the employee's ability to render service in her current position.
3. The date of the employee's return to service shall be based on her doctor's analysis and written statement of the employee's physical ability to

render service and that she is no longer required to remain off duty due to her physical condition.

4. The employee shall notify the District at least two (2) weeks in advance of the expected date of return to service.

Childrearing Leave

L. In the event a natural or adoptive parent desires a leave of absence without pay for preparation for the birth of a child or for continued child care, the employee may apply for a leave by submitting a written request to the Superintendent. The leave shall be considered as unrelated to the possible disability of the employee. Leave for this purpose may be granted by the District.

Personal Necessity Leave

M. Unit members may use annually seven (7) days of available sick leave for reasons of personal necessity, excluding, however, vacation, recreation, the convention of a spouse, extension of a holiday period, concerted activities, matters of personal gain, or the seeking of other employment. Abuse of these restrictions may subject the unit member to discipline and loss of leave.

1. Unit members shall request personal necessity leave at least three (3) days in advance of the day(s) on which the leave is intended to be taken; if extenuating circumstances prevent the unit member from making the request three (3) or more days in advance, the unit member shall seek permission as much in advance of the day(s) as possible. Advance permission is not required for the following reasons:

(a) Death or serious illness in the unit member's immediate family; or

(b) An accident involving the unit member's person or property, or the person or property of the unit member's immediate family, provided it is of such severity or seriousness so as to require the unit member's immediate attention.

2. The request for such leave shall be made on a form specified

by the District, dated and signed by the unit member.

3. For extraordinary circumstances, a unit member may request a personal necessity leave which exceeds the seven (7) days (not applicable to days available under section 4 below). For purposes of acting upon the request, the Superintendent or designee may require third party verification of the reasons for the absence. Denials of such requests shall not be subject to the grievance procedure. However, upon request of the unit member, the Superintendent or designee shall furnish a written statement of the reasons for any denial of such leave, so long as the request is made within ten (10) days of the denial.

4. Three days of personal necessity leave, of the seven allowable, may be utilized by the unit member for personal necessity upon the following conditions:

- a. The unit member need not give reasons for the use of such days;
- b. Such days may not be used for extending a holiday, vacation or weekend nor for withholding services from the District, nor for the convention of a spouse, matters of personal gain, or seeking other employment;
- c. Such days are charged to accumulated sick leave;
- d. Administration/supervision retains the right to refuse the unit member's request on a certain day if, in the opinion of the administrator or supervisor, too many unit members have requested or selected the same day; and
- e. Application for such leave must be submitted at least three (3) days in advance; if extenuating circumstances prevent the unit member from making the request three (3) or more days in advance, the unit member shall seek permission as much in advance as possible.

N. Employees may take up to twelve (12) weeks of unpaid family leave with benefits during any twelve- (12) month period. Employees may exercise their rights to leave either for reasons of the birth of a child of the employee; placement of a child with an employee for adoption or foster care; to care for the employee's child, parent, or spouse who has a serious health condition; or because of a serious health condition of the employee that prevents the employee from working.

1. The employee may take the leave allowed by the new provisions without using any accrued leave or the employee may choose to exhaust all forms of accrued leave prior to taking advantage of the new leave provisions.

2. In the event the employee determines to use accrued leave, all such leaves shall be exhausted prior to the commencement of the new provisions.

3. If the employee chooses to take the leave initially or if the leave commences once all accrued leaves are exhausted, the leaves provided by the Federal Family Medical Leave Act and the California Family Rights Act shall commence simultaneously and run concurrently.

4. The following general requirements shall be required for the use of the new leaves:

a. The employee must have been employed for at least twelve (12) months.

b. In the event that both husband and wife are employed by the District, the aggregate sum of weeks of leave to which both are entitled is limited to twelve (12) weeks in any twelve- (12) month period if the leave is taken for the reason of birth or placement of a child for adoption or foster care. Thus, the maximum leave between the two employees is twelve (12) weeks, not twenty-four (24) weeks.

c. Employees are required to give thirty (30) calendar days notice if the leave is "foreseeable."

d. Employees may take up to twelve (12) weeks of leave during any twelve- (12) month period.

5. The District may further extend the unpaid leave with no benefits at its discretion (per the current Collective Bargaining Agreement).

6. In the event that any employee who has received District-paid benefits determines not to return and resigns, the employee shall repay the District the cost of benefits. The District shall provide written notice of this provision at the time the leave is requested.

Bereavement Leave

O. Each employee shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of two hundred (200) miles or more one way is involved, on account of the death of any member of the immediate family. The Superintendent may authorize up to two (2) additional days of bereavement leave with pay because of extenuating circumstances. Bereavement Leave shall not be deducted from the employee's sick leave.

Personal Leave Without Pay

P. The District may grant personal leave without pay to an employee when compelling personal circumstances warrant and no other provisions of this Article apply. Fringe benefits shall be paid by the District to the end of the month in which the leave commences. After the leave commences, subject to conditions set by the insurance companies, an employee may continue the fringe benefit coverage by personal payment on an individual basis.

Jury And Subpoenaed Witness Leave

Q. An employee shall receive as many days of paid leave as are necessary for jury duty except grand jury duty. An employee who is served with a subpoena compelling an appearance as a witness shall be granted a paid leave of

absence. The employee shall sign over to the District any compensation received (not to exceed the daily rate of pay) minus any payment for transportation expenses.

R. The District shall pay all the expenses for an employee asked to testify on behalf of the District.

Military Leave

S. Bargaining unit employees shall be entitled to military leave as provided by law and shall retain all rights and privileges granted by law arising out of military leave utilization.

Miscellaneous Provisions

T. No absence under paid leave provisions of this Article shall be considered as a break in service for any employee, and all benefits granted by this Agreement shall continue during such absence.

U. No period of approved unpaid absence of less than sixty (60) calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

V. Upon resumption of duties following a period of approved unpaid absence, all time during which an individual was unpaid shall be counted for seniority purposes, not to exceed thirty-nine (39) months, except that during such time the individual shall not earn or be eligible for vacation, sick leave, holidays, or other benefits.

W. The District may grant an unpaid leave of absence to a unit member to facilitate the employee's completion of course work requirements for a college degree.

ARTICLE XII

VACATIONS

A. Employees shall earn paid vacation on the following basis.

1. For purposes of this provision, hours worked shall include hours when the employee is on paid leave status as well as when the employee is rendering service to the District.

2. The following vacation schedule shall apply. Upon completion of:

(a) Six (6) months to two (2) years of service - ten (10) days per year

(b) Three (3) to five (5) years of service - twelve (12) days per year

(c) Six (6) to ten (10) years of service - fifteen (15) days per year

(d) Eleven (11) to fifteen (15) years of service - one (1) additional day per year up to a maximum of twenty (20) days per year

3. Employees who work less than full time shall have their vacation prorated based upon their assigned hours per day.

B. Vacations shall be taken at times mutually agreed to by the employee and the immediate supervisor. In the event that mutual agreement cannot be reached, the next level supervisor shall confer with both parties and make the final determination. This provision is not subject to the grievance procedure. The above provision also prevails in situations when twelve-month employees and the immediate supervisor must decide whether scheduled vacation is in fact taken or carried over.

C. An employee on Sick Leave or Industrial Accident or Illness Leave during a scheduled vacation period may request a change in vacation date(s) for any unused portion of vacation. The District shall grant vacation time based upon the current vacation schedule.

D. An employee may interrupt or terminate a scheduled vacation in order to take another type of paid leave granted by this Agreement without return to service, provided the employee supplies adequate notice and relevant supporting information to the District prior to changing the vacation to another type of leave.

E. A permanent bargaining unit employee who terminates employment with the District shall receive pay for all accumulated vacation time. A probationary employee may not use accrued vacation during the probationary period. A probationary employee shall not be entitled to pay for accrued vacation time upon termination.

F. All employees shall be entitled to accrue up to one hundred and twenty (120) hours of vacation time. Employees who wish to accrue up to one hundred and twenty (120) hours of vacation time shall notify their supervisor by June 30 of the preceding year.

G. Employees who have accrued vacation carryover in excess of one hundred and twenty (120) hours shall be allowed that carryover to use or retain. Any existing carryover of more than one hundred and twenty (120) hours, once used, shall not be regained. No accrued vacation leave shall be forfeited.

H. Effective July 1, 2000, the concept of "R" days will be eliminated for those ten (10)-month employees whose combined total of "R" days and vacation days encroaches upon their one hundred eighty (180) day work-year; after July 1, 2000, the adjustment will be made at the time of encroachment. This adjustment shall not result in a loss of pay for such employees. All ten (10)-month employees hired on or after the effective date of this Agreement shall be hired on the basis of workdays.

ARTICLE XIII
HOLIDAY SCHEDULE

A. Employees shall receive the following holidays:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day and the following Friday
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Friday of Spring Vacation (in lieu of Admission Day)
Memorial Day

and any other day(s) declared by the President of the United States, or the Governor of this State, or the Board.

B. An employee must be on duty during the school year or on previously approved paid leave of absence status on the day immediately preceding or succeeding the holiday to be paid for the holiday. Employees not normally assigned to duty during the holiday period which includes New Year's Day, Christmas Day, or Christmas Eve Day shall be paid for these holidays provided they were on duty or on previously approved paid leave of absence status on the regularly scheduled work day immediately preceding or succeeding the holiday period.

C. An employee on sick leave on a day preceding or succeeding any holiday may be required to furnish a physician's verification of illness.

D. When a holiday falls on a Saturday, the preceding work day shall be that holiday. When a holiday falls on a Sunday, the following work day shall be that holiday.

E. Part-time employees whose assigned hours vary from one day to another shall receive hourly pay based on the average number of hours worked per day.

ARTICLE XIV
EMPLOYEE EVALUATION

During the period of this Agreement, the Association and Board shall review emerging evaluation systems for possible adoption. The parties agree to specifically explore positive, growth fostering procedures and thus relying on the provisions of Article XV (Discipline) to correct deficiencies.

A. The evaluation is a procedure for periodically assessing the employment performance of a bargaining unit employee. Employees shall be evaluated as often as deemed necessary by management.

B. The evaluator shall be the bargaining unit employee's immediate supervisor who is not a member of the bargaining unit. The immediate supervisor may be assisted by his/her immediate supervisor or the site administrator in the completion of the evaluation.

C. A probationary employee is one who has not completed one hundred twenty (120) paid days, exclusive of leave for industrial accident or Workers' Compensation. When an employee has completed one hundred twenty (120) paid days of service, his/her seniority shall be established as of the original date of employment. A permanent employee is one who has completed the probationary period.

D. A probationary employee shall be evaluated at least twice during the probationary period, no later than the fortieth (40th) and one hundredth (100th) paid day. A probationary employee who receives one "unsatisfactory" evaluation may be terminated. A probationary employee who receives two (2) "unsatisfactory" evaluations shall be terminated. If a probationary employee does not receive the evaluations as stated, the probationary employee becomes a permanent employee.

E. A permanent employee shall be evaluated at least once each year prior to March 1.

F. Evaluations shall be based only upon the employee's performance of assigned job duties and the specific factors listed on the Performance Evaluation Report form, plus additional optional factors which are included in the employee's job

description. No statements or information appearing in an evaluation shall be based on unverified hearsay.

G. Grievances may be filed only over the procedural aspects of employee evaluation. No grievance shall be filed regarding the contents of any evaluation.

H. Any less than satisfactory overall evaluation shall include specific recommendations for improvement of employment performance and specific provisions for assisting the employee in implementing the recommendations made. If subsequent remedial actions sufficiently improve the employee's performance and/or identified deficiencies, a notation to that effect shall be attached to his/her evaluation file.

I. The evaluation shall be reviewed by the employee's next higher supervisor if requested by the employee.

J. An employee may receive an updated evaluation, upon request, in support of an application to fill a vacant position, to a limit of three (3) per year.

K. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment shall be made available for inspection by the employee. Ratings, reports, or records which were obtained prior to the employment of the employee, which were prepared by identifiable examination committee members, or which were obtained in connection with a promotional examination, are specifically excluded from these provisions.

1. An employee shall be allowed, upon request, to inspect such materials provided that the request and inspection are made at a time which the employee is not actually required to render services to the District.

2. Information of a derogatory nature, except as expressly excluded in Paragraph K of this Article, shall not be entered or filed until or unless the employee is provided a copy of the material and is given an opportunity to review and comment and attach a response to the material. An employee shall be allowed release time with pay during regular duty hours for the purposes of this Paragraph.

3. Information of a derogatory nature shall be signed and dated by the originator, the person placing the information in the file, and the employee.

4. Upon written request to the Superintendent, complaints or charges that have been proven to be false or unsubstantiated shall be removed from the personnel file. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent or which arose more than two (2) years preceding the date of the filing of cause. After four (4) years, the employee may request that any material of derogatory nature be removed and placed in a separate file, made available only to the employee and the Superintendent or designee.

L. Employees shall have the right to submit a written rebuttal to their evaluation which shall be made a permanent attachment to their evaluation.

ARTICLE XV

DISCIPLINE OF PERMANENT EMPLOYEES

A. Grounds for discipline:

1. Discipline shall be for just cause only.
2. Specific instances of incompetency, below standard work performance, inefficiency, or continued negligence in the performance of the duties of the position.
3. Insubordination, including but not limited to refusal to do reasonably assigned work, or any other serious breach of discipline.
4. Discourteous, offensive, or abusive conduct toward other employees, pupils, or public.
5. Possession of opened alcoholic beverage containers or drinking alcoholic beverages or being intoxicated while on the job or unauthorized use of narcotics or habit forming drugs not prescribed by a licensed physician.
6. Excessive, repeated, or unexcused absence or tardiness.
7. Abuse of leave privileges.
8. Other cause deemed sufficient by the District.

B. "Discipline" is defined as any action, including but not limited to oral warning, or written reprimand, suspension with pay, suspension without pay, dismissal.

C. When deemed appropriate by the District, the District shall maintain a program of "Progressive Discipline" with written suggestions and/or recommendations for improvement provided to the employee at each step.

Step 1: Oral Reprimand

Step 2: Oral Reprimand and conference with the immediate supervisor and Superintendent or designee

Step 3: Formal letter of reprimand

Step 4: Further action as defined in B, above

D. For conduct or behavior which results in discipline below the level of dismissal, the District shall provide recommendations for improvement.

E. The Superintendent or designee shall investigate all suspensions and dismissal recommendations and discuss such matters with the employee or with the employee and a representative, if requested by the employee. The employee shall be given an opportunity to respond to the allegations and to comment on the appropriate disposition.

1. The Superintendent or designee shall give the employee written notice of the intended disposition within five (5) days of the conclusion of the review process.

2. The notice of disposition shall be served upon the employee personally and shall be signed for and dated upon receipt or shall be sent by United States certified mail (restricted delivery), return receipt requested, addressed to the employee at the last known address. This notice shall also advise the employee of his/her right to grieve the suspension or dismissal beginning with Level Two of the Grievance Procedure.

3. Only suspensions and dismissal are subject to the Grievance Procedure. Unless the employee files a written grievance beginning with Level Two with the Superintendent or designee pursuant to the Grievance Procedure within five (5) days of receipt of the Superintendent's decision, the employee shall be deemed to have accepted the decision and the suspension or dismissal. The filing of a grievance shall not act as a stay of the suspension or dismissal.

F. The employee may request Association representation in matters of discipline.

ARTICLE XVI
GRIEVANCE PROCEDURE

Definitions

A. A "grievance" is a claim by an employee or group of employees covered by this Agreement, or by the Association, that there has been a misinterpretation or misapplication resulting in a violation of an express provision or provisions of this Agreement. Whenever the Association acts as grievant or representative on behalf of one or more unit employees it shall identify the employee(s). Actions to challenge applications of Board policies, administrative directives, or rules or operations of State and/or Federal law are not grievances under the provisions of this Article. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge.

B. An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. Prior to any resolution of a grievance, the Association shall be provided with a copy of the proposed resolution for review. The Association shall be given an opportunity to file a written response to the proposed resolution. "Grievant" is defined as either a bargaining member or the Association.

C. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

D. Unit members required to participate in the preliminary investigation of a possible grievance or the processing of grievances shall have reasonable periods of release time and shall suffer no loss in pay by virtue of such participation, provided that meetings are jointly scheduled by the District and the Association.

E. No reprisal of any kind will be taken by the District or the Association against any grievant or other employee in the grievance procedure by virtue of the individual's participation or nonparticipation.

F. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

G. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

H. Each Level One grievance shall be preceded by an informal attempt to settle whatever problem exists at the appropriate level prior to the filing of the formal grievance. The grievant shall receive a response within two (2) days. The grievant may be accompanied by a representative.

Level One

I. Written grievances (forms available from District or Association) filed pursuant to this Article must contain all specified items of information as listed below. Failure to include all required information may result in the grievance being rejected as being improperly filed. If a grievance is to be rejected as being improperly filed, it must be rejected within forty-eight (48) hours of filing. Such rejection shall not extend the specified time limitations.

Required grievance information

1. Name of grievant(s).
2. Date of filing.
3. Date of alleged violation.
4. Specific contract Section(s) allegedly violated.
5. Synopsis of events resulting in alleged violation.
6. Summary of informal conference.
7. Relief/remedy requested.

J. Within fifteen (15) working days of the occurrence of the alleged violation of the Agreement, the grievant must present the grievance in writing to the

immediate supervisor. Within ten (10) days of receipt of the grievance by the supervisor, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Level Two

K. In the event the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designee must be filed within five (5) working days. The appeal must contain all materials utilized in the first level, including the decision rendered, if any, and a statement of the reason for the appeal. The Superintendent or designee will meet with the grievant and a representative if the grievant so desires, within ten (10) working days of receipt of the appeal. Within ten (10) working days after this meeting, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the time limit, the grievant may proceed to the next level.

Level Three - Mediation

L. In the event the grievant is not satisfied with the decision at Level Two, the grievant shall request in writing that the Exclusive Representative submit a request to the California State Conciliation Service for the assignment of a conciliator in order to assist the parties to achieve a satisfactory resolution of the grievance.

1. The request shall be made within ten (10) days of the issuance of the Level Two decision or the deadline within which such decision was to be made.

2. If a conciliator is not available within a time acceptable to the grievant, the grievant may proceed to the next level.

3. If a satisfactory resolution of the grievance is not achieved within ten (10) days following the first meeting with the conciliator, the grievant may proceed to the next level.

Level Four - Binding Arbitration

M. Binding arbitration hearings shall be conducted in accordance with

the provisions of Level Four of this Article. Board members may attend arbitration hearings as observers. All arbitration hearings shall be held within the District.

N. If the grievant is not satisfied with the result at Level Three, the Exclusive Representative may, within ten (10) days, submit the grievance to binding arbitration. Upon receipt of such request the parties shall request the California Mediation and Conciliation Service to supply a panel of seven (7) names. The parties shall select the arbitrator from that panel by alternately crossing out names until the last remaining one is selected. This procedure is not intended to preclude the parties from mutually agreeing upon an arbitrator prior to requesting a panel from the Conciliation Service. If the grievant is satisfied with the result at Level Three, or any prior level, the grievant is barred from the arbitration procedure.

O. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to recommend or resolve any of the following:

1. The termination of services or failure to reemploy a probationary employee.
2. The classification of an employee as probationary nor extension of the probationary period.
3. Failure to reemploy an employee in a position for which extra compensation is received.
4. The content of the employee's evaluation.
5. The District's right to establish rules, policies, or procedures for the implementation of this Agreement.

P. After a hearing on the merits of the grievance, the arbitrator shall render a binding, written decision which sets forth findings of fact, reasonings, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine

whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's award may include restitution, reinstatement, modification of suspension, financial reimbursement, or other proper remedy, except fines, damages, or penalties.

Q. The decision of the arbitrator, which shall be binding upon the parties, will be submitted to the Board and the Association.

R. The parties shall share the per diem and expense costs of the arbitrator. Each Party shall bear all costs of its own case.

S. Suspension and/or dismissal* of permanent classified employees as provided in Article XV shall be filed at Level Two of the Grievance Procedure.

* Current case law prohibits the assignment in cases of dismissal to binding arbitration. If reversed by a court of final jurisdiction or law, this recourse will be automatically reinstated. In the interim, the parties may by mutual agreement employ an arbitrator to be used to rule on facts and conclusions of the case and make recommendations to the Board concerning action to be taken, the cost of which shall be borne equally by both parties.

ARTICLE XVII

SAFETY

A. The District and bargaining unit employees shall be safety conscious in their own actions. Employees shall cooperate with the District in the implementation of its safety program and report any unsafe or unhealthy conditions, especially relating to the physical environment, directly to their supervisor and the District Safety Coordinator. No employee shall suffer any reprisal or discrimination as a result of reporting an unsafe or unhealthy condition.

B. The District Safety Committee shall conduct investigations of employee reports and make recommendations for corrective actions. The Superintendent or designee and originator of the report shall be provided with a copy of both the original report and the recommendation for corrective action.

C. The President of the Association shall appoint up to two (2) bargaining unit employees to serve as regular members of the District Safety Committee, which shall meet at least once per month.

D. In the event the District requires unit members to participate in the District Safety Committee during work hours, release time shall be provided.

E. Minutes of District Safety Committee meetings, following Committee review and approval, shall be posted within ten (10) working days at each work site and distributed to the Board.

ARTICLE XVIII
GENERAL PROVISIONS

A. This Agreement is the entire agreement between the District and the Association on any and all matters falling within the scope of negotiations, whether or not other matters were proposed or considered by the parties.

B. The District is not bound by any past practices or prior understandings unless the same are specifically stated in writing in this Agreement. The Exclusive Representative understands and agrees that, as to all matters not covered by this Agreement, there shall be no duty to meet and negotiate further during the term of this Agreement unless the parties mutually agree to negotiate on a subject.

C. Nothing contained herein shall be interpreted as precluding the right of the Association to consult with the District on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.

D. Should any provision of this Agreement or any application thereof to any employee be held by a court of a final appellate jurisdiction to be contrary to law and therefore invalid, all other provisions or applications shall continue in full force and effect.

ARTICLE XIX

WORK STOPPAGE

A. The Exclusive Representative understands and agrees that there shall be no strike; work stoppage; slow down; picketing in furtherance of a strike, work stoppage, or slow down; or failure to fully and faithfully perform job functions and responsibilities; or other interference with the operations of the District by the Exclusive representative or by its officers, agents, employees representatives or members during the term of this Agreement, including any request of other organizations to engage in such activity.

B. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Exclusive Representative, the Exclusive Representative agrees in good faith to cause those employees to cease such action. Any employees violating this Article may be subject to discipline up to and including termination by the District. For the term of this Agreement, there shall be no lockout by the Employer.

C. The provisions of this Article shall be waived during any reopener as specified in Article XXIII (Duration).

ARTICLE XX

AGENCY FEE

The Board shall provide the Association the opportunity to institute Agency Fee (Fair Share) by means of an election. The election shall be conducted by the State Mediation Service, Public Employment Relations Board (PERB), or a local neutral entity mutually agreed upon by both parties. The cost of the election shall not be supported by District funds.

The District agrees to revise recruitment brochures and notice of employment advising prospective employees of the Agency Shop provision.

A. It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

1. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.

2. No employee shall be obligated to pay dues or service fees to CSEA until the first (1st) of the month following thirty (30) calendar days after the employee first comes into the bargaining unit.

3. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA. However, such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

- a. United Way
- b. American Heart Association

- c. American Cancer Society
- d. Burros Boosters
- e. School Site PTA

4. Any employee claiming this religious exemption shall furnish CSEA with copies of receipts from the charity selected as proof that such payments have been made, or shall authorize payroll deduction of such payments.

B. Dues and Service Fee Deduction:

1. The Employer shall deduct, in accordance with CSEA dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the employee.

2. The Employer shall, without charge, pay to CSEA within five (5) days of the deduction all sums so deducted, except that the Employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.

3. Along with each monthly payment to CSEA, the Employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status, and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees, or charitable contributions.

4. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

5. The Employer shall immediately notify the Association President if any member of the bargaining unit revokes dues, a service fee, or

payment in lieu of service fee deduction authorization.

6. The Employer shall automatically, once notified by CSEA, deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the Employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deduction.

C. Hold Harmless Clause:

The Association and the District hereby agree as follows:

1. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the PERB challenging the legality or constitutionality of agency fees provisions of this Agreement or the implementation thereof, provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

2. The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any judgment or settlement liability arising out of any court action and/or administrative action before the PERB challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed.

ARTICLE XXI

LAYOFF AND EMPLOYMENT PROCEDURES

A. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.

B. Notice of Layoff:

1. Upon the decision of the District to reduce the number of unit employees in the classified service of the District, written notice of layoff shall be sent by certified mail or delivered in person to the affected unit employee(s) by the Director of Personnel.

2. The District shall make every effort to send written notice of layoff to affected employees with as much advance notice as possible and not less than forty-five (45) days prior to the effective date of layoff, informing the employee(s) of his/her displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employee(s) designated for layoff.

3. If the termination date of any specially-funded program is other than June 30, such notice shall be given not less than forty-five (45) days prior to the effective date of the layoff.

C. Order of Layoff:

1. Restricted classified employees shall first be laid off if any regular unit employee holding the same or similar classification as the restricted employees is to be laid off.

2. The order of layoff of unit employees shall be determined by length of service. The employee, who has been employed the shortest time in the affected class, including time employed in a higher class, if applicable, shall be laid off first. Bumping rights of unit employees shall apply after determination of seniority in a class. Bargaining unit employees who are subject to layoff shall exercise bumping rights into any classification, within a current or previously held class, providing they meet minimum qualifications and providing that the

classification into which they are bumping is equal or lower than that classification in which the employee has served. For the purpose of this Agreement only, an employee may bump into a position with a longer work year (e.g., ten [10] months to twelve [12] months) or a longer work day (e.g., five [5] hours to seven [7] hours per work day).

3. In the case of two (2) or more unit employees having the same length of service, the order of layoff of such employees shall be determined by lot.

4. "Hire date" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service in the District, except where the affected unit employee was employed as a substitute in the assignment he/she received upon entering into probationary status and in restricted positions as provided in the Education Code. For purposes of this Section, the word "class" shall be defined as a group of positions (classifications) within a job occupational family which have common characteristics and which are ranked according to a job family. The word "classification" shall be defined as a position within a class which has a designated title, specific duties, responsibilities, and minimum qualifications and which has a designated salary range established for each position within a class.

D. Demotion in Lieu of Layoff:

1. A unit employee subject to layoff may, in lieu of such layoff, if qualified and subject to the provisions of this Section, elect to be demoted to a lower job class. The right to elect demotion shall not apply to any restricted classified employee.

2. To be considered for demotion in lieu of layoff, which demotion would result in the displacement of a unit employee with less length of service subject to the provisions of the Collective Bargaining Agreement, the unit employee shall be required to notify the Personnel Office in writing of such election not later than five (5) workdays after receiving the notice of layoff.

3. A unit employee displaced under Section D.2, above, of this Agreement shall be subject to layoff according to the provisions of the Collective Bargaining Agreement.

4. A unit employee who elects demotion in lieu of layoff shall be placed on the thirty-nine- (39) month reemployment list and shall be eligible, when a classified vacancy occurs, to return to his/her former job class in the order of his/her service as any other employee on such list.

5. Eligibility for reemployment for employees who elect demotion shall be extended for an additional twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

E. Reemployment Procedures:

1. A unit employee who is laid off shall be placed on a thirty-nine- (39) month reemployment list. The employee shall be required to maintain his/her current address on file with the Personnel Office.

2. If during a unit employee's eligibility period for reemployment a classification becomes vacant, the Director of Personnel shall send written notice by certified mail or telegram to the last known address of such unit employee(s) offering reemployment in order of service, providing such employee meets the minimum qualifications required of the classification.

3. A unit employee on a reemployment list shall have ten (10) days after receipt of an offer of reemployment to accept or decline, in writing, employment to his/her former class and status. (After the third refusal, no additional offers need be made and the employee shall be considered unavailable.)

4. If the unit employee in a layoff status accepts the classification being offered, the unit employee shall have up to thirty (30) calendar days from the postmark date of the notice to report for work. This does not preclude a unit employee from returning to work in fewer than thirty (30)

calendar days.

5. A unit employee reemployed after being laid off shall be fully restored to his/her class with all rights to permanent status and original hire date. Service credit and benefits shall not accrue during the period of layoff.

F. Insurance Provision: A unit employee who has attained permanent status shall be entitled to continue the insurance plans provided in the Health and Welfare Article of the Collective Bargaining Agreement for a one- (1) year period, subject to the terms of the appropriate insurance policies. The unit employee on layoff status shall pay the monthly premium cost on the dates designated by the District in order to continue such coverage.

G. Seniority List: At least sixty (60) working days prior to the effective date of a layoff, the District shall provide CSEA with a seniority roster.

H. Effects of Layoff:

1. Employee(s) laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications in accordance to seniority as provided in this Agreement.

2. No volunteers shall be used to perform any function of any classification series in which the District has eliminated the work of unit members.

3. Work previously performed by employees who have been laid off shall not be performed by teachers, students, confidential, supervisory, or management employees, nor shall such work be contracted out.

4. Employees remaining in employment shall not be required to perform an increased work assignment over and above their regular assignment, nor shall such employees be required to perform overtime work as a result of the layoff.

ARTICLE XXII

ALCOHOL AND CONTROLLED SUBSTANCES TESTING

A. All bargaining unit members who hold a commercial driver's license and who perform job-related duties such as, but not limited to, operating a commercial motor vehicle shall be subject to random drug testing as required by the Federal Omnibus Transportation Employee Testing Act of 1991 and Board Policy #4112.42/4212.42/4312.42, Alcohol and Controlled Substances Testing.

ARTICLE XXIII

DURATION

A. This Agreement shall be effective as of the dates specified herein and remain in full force and effective through June 30, 2018, and from year to year thereafter unless amended as follows:

1. For 2016-17, no sooner than March 1, 2016, and no later than April 30, 2016, both parties may re-open up to two (2) Agreement Articles (in addition to articles V, VII, VIII).

2. For 2017-18, no sooner than March 1, 2017 and no later than April 30, 2017, both parties may open up to two (2) Agreement articles (in addition to articles V, VII, VIII).

3. Upon request from the Association, the topic of the Federal Impact Aid reserve Impound Fund shall be part of the negotiations process.

B. Release time for negotiations shall be provided for up to six (6) employees plus the Association president.

The District Calendar Committee will include two (2) representatives from CSEA.

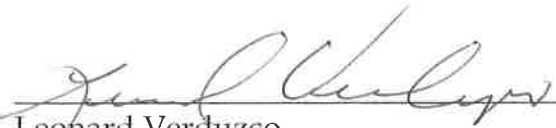
We certify that the California School Employees Chapter 188 and Sierra Sands Unified School District have reached the above tentative agreements for the 2015-2018 successor Agreement.

SIERRA SANDS UNIFIED
SCHOOL DISTRICT

CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION



Ernie Bell
District Superintendent



Leonard Verduzco
CSEA Chapter 188 President

Dated: 7/13/16

Dated: 7/7/16

J. Ostash

Dave Ostash
Assistant Superintendent
Human Resources

Dated: 7/21/2016

Michael Scott

Michael Scott
President, Board of Education

Dated: 7/21/2016

Vicki Peach

Vicki Peach
CSEA Chapter 188 Vice-President

Dated: 7/8/16

Tizoc Arenas

Tizoc Arenas
CSEA Labor Relations Representative

Dated: 7/7/16

16-17
Classified Salary Schedule
Retro to 7/1/16
2.32% Increase 10B - 10E 5% adjustment

POSITIONS	Range	2.32%											
		A	B	C	D	E	L1	L2	L3	L4	L5	L6	L7
FSA I, Noon Duty(Em), Trans Monitor, Crossing Guard	10	\$10.51	\$11.03	\$11.59	\$12.17	\$12.77	\$13.54	\$14.35	\$15.21	\$16.13	\$17.09	\$18.12	\$19.21
	11	\$10.61	\$11.15	\$11.70	\$12.29	\$12.90	\$13.68	\$14.50	\$15.37	\$16.29	\$17.27	\$18.30	\$19.40
FSA II, FS Teller	12	\$10.72	\$11.26	\$11.82	\$12.41	\$13.03	\$13.81	\$14.64	\$15.52	\$16.45	\$17.44	\$18.48	\$19.59
Paraprofessional, Paraprofessional/Bilingual	13	\$10.98	\$11.53	\$12.11	\$12.71	\$13.35	\$14.15	\$15.00	\$15.90	\$16.85	\$17.86	\$18.94	\$20.07
FSA III, Clk I	14	\$11.28	\$11.84	\$12.43	\$13.05	\$13.71	\$14.53	\$15.40	\$16.32	\$17.30	\$18.34	\$19.44	\$20.61
Neon Duty(Secondary)	15	\$11.55	\$12.13	\$12.73	\$13.37	\$14.04	\$14.88	\$15.77	\$16.72	\$17.72	\$18.79	\$19.91	\$21.11
Clk II/Combo, Lib/Media/Asst I, Comp/Para, Primary Intervention Aide, B/A Inst aide, Instruc Aide-Assessment Technician	16	\$11.83	\$12.43	\$13.05	\$13.70	\$14.38	\$15.25	\$16.16	\$17.13	\$18.16	\$19.25	\$20.40	\$21.63
Receptionist	17	\$12.14	\$12.75	\$13.38	\$14.05	\$14.75	\$15.64	\$16.58	\$17.57	\$18.63	\$19.74	\$20.93	\$22.18
Clerk Typist, Utility Clerk, Van Driver	18	\$12.44	\$13.07	\$13.72	\$14.40	\$15.12	\$16.03	\$16.99	\$18.01	\$19.09	\$20.24	\$21.45	\$22.74
	19	\$12.75	\$13.39	\$14.05	\$14.76	\$15.49	\$16.42	\$17.41	\$18.45	\$19.56	\$20.74	\$21.98	\$23.30
Reg I, Cust, Clk III, Clk/Trans, Libr Spec, StuSupv, LibSpec, CCCTech	20	\$13.07	\$13.73	\$14.41	\$15.13	\$15.89	\$16.84	\$17.86	\$18.93	\$20.06	\$21.27	\$22.54	\$23.89
School Bus Driver I	21	\$13.41	\$14.08	\$14.78	\$15.52	\$16.30	\$17.28	\$18.31	\$19.41	\$20.58	\$21.81	\$23.12	\$24.51
Adm Sec I, BI In/Clk, FSM I, Inf Med/Asst, Gndswkr, Hlth Asst, Acct, Clk I	22	\$13.71	\$14.40	\$15.12	\$15.88	\$16.67	\$17.67	\$18.73	\$19.85	\$21.05	\$22.31	\$23.65	\$25.07
Acct Clk II, Warehouse Worker	23	\$14.10	\$14.81	\$15.55	\$16.33	\$17.14	\$18.17	\$19.26	\$20.42	\$21.64	\$22.94	\$24.32	\$25.78
Acct/Clk III, FSM/II, AudV/Clk, HdCst, Insu/EqTec, Mlt/Hpr, Reg II, SBDII, Ad/VS Clk, Mt, Hpr	24	\$14.44	\$15.16	\$15.92	\$16.72	\$17.55	\$18.60	\$19.72	\$20.90	\$22.16	\$23.49	\$24.90	\$26.39
Lib III	25	\$14.81	\$15.55	\$16.33	\$17.14	\$18.00	\$19.08	\$20.22	\$21.44	\$22.72	\$24.09	\$25.53	\$27.06
SOM, Lib/XTech, SupSer/Sec, Auto/Diel Mec I, SBT/Trainer, Sch Sec I&II	26	\$15.15	\$15.91	\$16.71	\$17.54	\$18.42	\$19.53	\$20.70	\$21.94	\$23.26	\$24.65	\$26.13	\$27.70
Acct/Clk IV, FS Ofc Asst., Adm/Sec II,	27	\$15.55	\$16.33	\$17.15	\$18.01	\$18.91	\$20.04	\$21.24	\$22.52	\$23.87	\$25.30	\$26.82	\$28.43
Head Custodian II, State Cert Bus Driver Instructor	28	\$15.93	\$16.73	\$17.57	\$18.44	\$19.37	\$20.53	\$21.76	\$23.06	\$24.45	\$25.92	\$27.47	\$29.12
General Maintenance	29	\$16.33	\$17.15	\$18.01	\$18.91	\$19.85	\$21.04	\$22.30	\$23.64	\$25.06	\$26.57	\$28.16	\$29.85

16-17
Classified Salary Schedule
Retro to 7/1/16
2.32% Increase 10B -10E 5% adjustment

POSITIONS	Range	A	B	C	D	E	L1	L2	L3	L4	L5	L6	L7
Paraprofessional/Work,JobCoach, ParamWork, Job Developer	30	\$16.76	\$17.60	\$18.48	\$19.40	\$20.37	\$21.60	\$22.89	\$24.27	\$25.72	\$27.27	\$28.90	\$30.64
Buyer	31	\$17.17	\$18.03	\$18.93	\$19.88	\$20.87	\$22.13	\$23.45	\$24.86	\$26.35	\$27.93	\$29.61	\$31.39
	32	\$17.59	\$18.47	\$19.40	\$20.37	\$21.38	\$22.67	\$24.03	\$25.47	\$27.00	\$28.62	\$30.33	\$32.15
Dup/Rep Tech, AID Mech II	33	\$18.01	\$18.91	\$19.86	\$20.85	\$21.89	\$23.21	\$24.60	\$26.08	\$27.64	\$29.30	\$31.06	\$32.92
CompRepairTech, SoftwareSupportTech, Lead Mech,	34	\$18.49	\$19.41	\$20.38	\$21.40	\$22.47	\$23.82	\$25.25	\$26.76	\$28.37	\$30.07	\$31.87	\$33.79
Auto Syst Spec, Skilled Crafts, Skilled Crafts/ Locksmith PAC Tech	35	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03	\$24.41	\$25.88	\$27.43	\$29.08	\$30.82	\$32.67	\$34.63
Lead Mechanic, Transportation Technician	36	\$19.41	\$20.38	\$21.40	\$22.47	\$23.59	\$25.01	\$26.51	\$28.10	\$29.79	\$31.57	\$33.47	\$35.48
Senior Skilled Craftsperson, Lead Maint. Tech.	37	\$19.92	\$20.91	\$21.96	\$23.05	\$24.21	\$25.66	\$27.20	\$28.83	\$30.56	\$32.39	\$34.34	\$36.40
	38	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.30	\$27.87	\$29.55	\$31.32	\$33.20	\$35.19	\$37.30
Lead Maint Tech, Research Asst., Network Service Tech	39	\$20.92	\$21.97	\$23.07	\$24.22	\$25.43	\$26.96	\$28.58	\$30.29	\$32.11	\$34.04	\$36.08	\$38.24