

AGREEMENT BETWEEN THE
BORREGO SPRINGS UNIFIED
SCHOOL DISTRICT
(BSUSD)
AND THE
BORREGO SPRINGS UNIFIED CHAPTER #464
OF THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
(CSEA)

Effective 2012-15

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ARTICLE I RECOGNITION

- 1.1 **Acknowledgment:** The District hereby acknowledges that CSEA is the exclusive bargaining representative for all regular classified employees in the areas of Instructional Aides, Transportation, Custodians, Food Services, Grounds, Aides, Maintenance, and Clerical/Secretarial. Excluded from the unit shall be all management, confidential, and supervisory classified employees, as well as substitute, temporary and limited term classified employees, and all certificated employees.

ARTICLE II DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine Staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 The District retains its right to temporarily amend, modify or rescind provisions and practices referred to herein in cases of emergency, and only for the duration of said emergency. The District shall make a good faith effort to consult with the Association prior to the declaration of an emergency as provided for herein. The determination of whether or not an emergency exists is within the discretion of the Board, however, such discretion shall not be exercised in a manner that is arbitrary, capricious or discriminatory, and said exercise may be subject to review by a Court of Competent Jurisdiction at the option and initiation of the Association.
- 2.4 Any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article XV, unless the dispute is otherwise grievable under another Article of this Agreement.

ARTICLE III NO DISCRIMINATION

- 3.1 **Discrimination Prohibited:** No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or unlawfully discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of sex, or physical handicap.

- 3.2 **No Discrimination on Account of CSEA Activity:** Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in legal CSEA activity.

ARTICLE IV CHECK OFF AND ORGANIZATIONAL SECURITY

4.1 Check Off - CSEA shall have the sole and exclusive right to have membership dues, initiation fees, and service fees deducted from the salaries of employees in the bargaining unit. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

4.2 Service Fee - Each employee in the bargaining unit shall, as a condition of continued employment, either join CSEA or pay a service fee in an amount no greater than the periodic dues of CSEA. Each employee in the bargaining unit and each employee who hereafter becomes part of the bargaining unit, shall within thirty (30) days of the date of this Agreement or the employee's initial hire date, as a condition of continued employment, apply for membership and execute an authorization for dues deductions on a form provided by CSEA or may pay directly to CSEA the membership dues. In the alternative, an employee in the bargaining unit who elects not to join CSEA shall, as a condition of continued employment, either execute an authorization for a service fee deduction on a form provided by CSEA, or pay directly to CSEA the service fee. If a bargaining unit employee does not execute an authorization for dues deductions for the payment of a service fee, the District shall deduct the amount of the service fee authorized by this section from the wages of the employee and shall pay that amount to CSEA.

The amount of the service fee shall cover the cost of negotiations, contract administration, and other representational activities of CSEA. Calculation of the service fee shall be subject to the rules and regulations of the California Public Employment Relations Board.

4.3 Religious Objection - If an employee in the bargaining unit belongs to a recognized religious sect which historically does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted tenthly from the employee's paycheck and deposited in a scholarship fund jointly established by CSEA and the District. If the parties do not establish a scholarship fund, the amount deducted will be deposited by the District with a recognized charitable organization designated by the employee, but in no event shall the charitable organization be a religious sect.

4.4 Hold Harmless Clause - CSEA shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District's compliance with this Article. CSEA shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions relating to compliance with this section brought by CSEA against the District.

ARTICLE V EMPLOYEE RIGHTS

5.1 Personnel Files

- 5.1.1 The Personnel File of each employee shall be maintained at the District's central administration office.
- 5.1.2 Employees shall be provided with copies of any derogatory written material upon request. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 5.1.3 An employee shall have the right at any reasonable time to examine and/or obtain copies of any non-confidential material.
- 5.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.
- 5.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted.

5.2 **Evaluation:** No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. The evaluator shall base his/her evaluation of an employee on information through direct observation of such employee. Direct observation may include testimony of an eye witness(es). Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 5.1 above. The Classified Evaluation Form is attached to this Agreement as Appendix D.

5.3 **Grievance Procedure:** Any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this Agreement for resolving any disputes arising under this Article.

5.4 Every new employee of the bargaining unit shall be given a current job description by the District at the time of employee orientation. The District representative will explain the requirements of the position. It is the new employee's responsibility to review the duties outlined in the job description and ask questions at that time. The immediate supervisor will evaluate the employee on the performance of the bargaining unit member based upon the current job description and the Classified Employee Evaluation Procedure. Current job descriptions will not be altered in any way without agreement of the negotiating team.

ARTICLE VI ASSOCIATION RIGHTS

- 6.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 6.1.1 The right of access at reasonable times to areas in which employees work, provided such access does not interfere with the assigned duties of employees, or with District operations.
 - 6.1.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, for the posting or transmission of information or notices concerning CSEA matters. The Association shall not use District bulletin boards, mails or mail boxes to disseminate information that defames or ridicules the Board or its agents, nor shall said privileges be used to circulate partisan information in a local election process without written District consent.
 - 6.1.3 Under civic center usage, the right to use without charge institutional facilities at reasonable times when not otherwise in use.
 - 6.1.4 The right to be supplied with a complete “hire date” seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee’s present classification and primary job site.
 - 6.1.5 The chapter’s right to receive two (2) copies of any public, non-confidential budget submitted to the governing board as soon as it is practicable.
 - 6.1.6 The chapter’s right to review at all reasonable times public, non-confidential, necessary material in the possession of or produced by the District that are reasonably necessary for CSEA to fulfill its role as the exclusive bargaining representative .
 - 6.1.7 The right of release time without pay for employees, who are CSEA state officers to conduct necessary CSEA business, provided written, advance approval is received from the Superintendent.
 - 6.1.8 The right to conduct orientation sessions on this Agreement for bargaining unit employees during orientation week.
 - 6.1.9 Up to five (5) days of release time will be provided CSEA for one (1) employee to attend CSEA’s Annual Conference.

- 6.1.10 The District shall use its best efforts to notify the Association prior to the District changing classification, assignment, transfer, promotion and termination of bargaining unit employees.
- 6.2 Distribution of Contract: Within thirty (30) days after the execution of this contract, the District shall post a copy of the current contract on the District website. The District *will* print or duplicate and provide a copy of this contract to every work location of bargaining unit members and available for access by every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided by the District at the time of employment, with the information for how to access the contract on the website and the location of the Agreement at the worksite. Each employee in the bargaining unit shall be provided by the District with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. All such changes shall be posted to the website within 30 days of the execution of changes made during the life of the agreement. Printing or duplicating of this Agreement and any substantial changes shall be borne by the District.
- 6.3 Time Off for Negotiations: The Association shall designate a negotiating team of three (3) representatives who shall each receive reasonable released time for the purpose of negotiating without loss of compensation on the part of the employees.

ARTICLE VII DEFINITIONS

- 7.1 “Employee”, “Bargaining Unit Member” shall mean an employee who is included in the appropriate unit as defined in Article I and therefore covered by the terms and provisions of this Agreement.
- 7.2 “Day” shall mean a day on which the District office is open for business.
- 7.3 “Immediate Administrator”, “Immediate Supervisor” shall mean the administrative or supervisory employee who is the immediate supervisor of the employee.
- 7.4 “Workday” shall mean a day on which employees are required to render service to the District.
- 7.5 “Hourly Rate of Pay” means the daily rate of pay divided by eight.
- 7.6 “Board” shall mean the Board of Trustees or its designated representative(s).
- 7.7 “District” shall mean the Borrego Springs Unified School District.
- 7.8 “Superintendent” shall mean the chief administrative officer of the District, or designee.
- 7.9 “Association” shall mean the President of the California School Employees Association, Chapter 464.
- 7.10 “Permanent employee” is a regular employee who successfully completes an initial probationary period, which shall not exceed one (1 year of service beyond the initial date of employment by the District).
- 7.11 “Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 7.12 “Regular employee” is any employee, whether permanent, probationary, full-time, or part-time, who is not restricted, substitute, temporary, limited term, short-term or student employee.
- 7.13 Any bargaining unit employee who is required in writing by a District administrator to attend a workshop, conference, meeting or training class shall receive pay for actual hours of attendance and travel time. This section shall be inapplicable in circumstances where the District offers a class during regular working hours and the employee chooses not to attend.

ARTICLE VIII HOURS AND OVERTIME

DISTRICT WITH 40 HOUR WORKWEEK

- 8.1 Full-time Workweek: The full-time workweek shall consist of five (5) days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 8.7.
- 8.2 Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed and ascertainable minimum number of hours.
- 8.3 Reduction in Assigned Time: Any reduction in assigned time shall be accomplished in accordance with the Education Code.
- 8.4 Lunch Periods: All employees covered by this Agreement shall be entitled to a “duty-free” lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the mid-point of each work shift.
- 8.5 Rest Periods
- 8.5.1 All bargaining unit employees shall be granted “duty-free” rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Section 8.5.3 at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.
- 8.5.2 Specified rest periods may be designated only when the operations of the District require someone to be present at the employee’s work site at all times.
- 8.5.3 Rest periods of two separate fifteen (15) minute periods on evening or special work shifts shall be scheduled to the mutual convenience of the employees and supervisors.
- 8.5.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 8.6 Voting Time Off: If an employee’s work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- 8.7 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of

pay of the employee for all work performed. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time and shall have prior approval of an administrator except in cases of emergency.

- 8.8 Shift Differential - Compensation: Full-time custodians whose shift ends at or after 9:00 p.m. are allowed one-half hour for lunch and two (2) fifteen (15) minute breaks, but are paid for a full eight (8) hour shift. Said custodians shall be paid a differential of five percent (5%) in addition to their regular rate of pay.
- 8.9 Compensatory Time Off
 - 8.9.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) days following the day overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 8.7.
 - 8.9.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District (within the payroll period earned but not later than the next payroll period. If the compensatory time has not been taken within the allotted time permitted, the employee shall be paid in cash.)
 - 8.9.3 The unit member and the Supervisor may extend the allotted time permitted to take the compensatory time off with mutual agreement and the written authorization of the agreement by the Supervisor.
- 8.10 Minimum Call in Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 8.11 Standby Time: All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as provided in Section 8.7, Overtime.
- 8.12 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.
- 8.13 Inconsistent Duties Compensation: If a classified employee is required to perform duties which are not fixed or prescribed for that employee's position for a period which exceeds five (5) working days within a fifteen (15) calendar day period, the employee shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed as determined by the District.

- 8.14 Transportation Waiver of Assigned Time-Routes that require drivers/attendants to travel to Ramona often requires daily hours at or exceeding eight (8) hours. On days where students may be absent, and subsequently routes are cancelled, the following will apply to affected employees assigned to such routes. Bus drivers and bus attendants shall not have their daily hours involuntarily reduced. In such a case the unit member may choose from the following: Management may assign the unit member other work for their daily route hours or a unit member may choose to waive their right to their route hours that day and may opt to take the day unpaid or to utilize other appropriate earned leave
- 8.15 Evaluation of Vacancies and Workload-No later than January 31, 2010 CSEA and the District will review unit members' work load and evaluate vacant classified positions to discuss the positions that require priority in being filled when resources are available. The current vacancies are: Office Worker position (Elementary School), Campus Supervisor position, and Skilled Maintenance Worker II position

Administration Prioritization of Workload-For unit members impacted by position eliminations, administrators will ensure that they determine for the employees the duties that take the highest priority to ensure that duties are appropriate to the amount of time allotted in the workday. Employees will be provided the appropriate break and meal times to which they are entitled. Employees will in no way be encouraged either directly or indirectly to volunteer time without compensation in order to complete duties that exceed the employee workday. Any time employees perform work that is "suffered or permitted" they will be compensated in accordance with the Collective Bargaining Agreement.

ARTICLE IX PAY AND ALLOWANCES

- 9.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.
- 9.2 Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions and overtime. Commencing July 1, 2010 each unit member's annual pay will be divided evenly among the months worked in their regular work year so that unit members receive equal monthly paychecks for each month of their work year. Extra and overtime hours will be submitted on a time sheet. Time sheets submitted before the payroll deadline will be paid in that month and time sheets submitted after will be paid in the following month.
- 9.3 Frequency - Once Monthly: All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 9.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be processed by the District by the next county payroll check processing timeline. IN order to meet the county processing deadline, ;it is necessary for the employee to notify the District either in person or in writing and provide all relevant information needed for payroll to identify and correct the error. Without the necessary information there is a likelihood that delays may occur in correction in accordance with county payment deadlines.
- If payroll errors occur that result in overpayment to an employee, the District will meet with the employee to reach agreement on an affordable repayment plan of the overpaid amount.
- 9.5 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than the next pay period following notice to the payroll department.
- 9.6 Lost Check: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within next pay period of mailing, if mailed, shall be processed by the District according to the county's lost payroll check process for replacement of the check.
- 9.7 Pay Increases: The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within thirty (30) days or at the earliest possible pay period of the agreement between the District and CSEA.

9.8 Promotion: Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range or step of the new class to insure not less than two and one-half percent (2 1/2 %) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

“Promotion” is defined as the result of an employee who is offered a position by the District with a higher range in the same job family with credit applied for longevity, distinguished from an employee voluntarily applying for a different position.

9.9 Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business may be reimbursed at the allowable IRS rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee’s normal job site after the completion of District business. This amount shall be payable in a separate check drawn against District funds within thirty (30) days of submission of the claim by the employee in the bargaining unit.

9.9.1 The District will pay no more than \$100.00 toward the employee’s vehicle insurance deductible when the employee is required and authorized to use his/her personal vehicle on official District business and the following conditions exist:

9.9.1.1 Employee is involved in an accident when on authorized District business.

9.9.2 Should the deductible be recovered through subsequent action, the employee shall reimburse the District for the \$100.00 received.

9.10 Meals: Any employee in the bargaining unit who, as a result of a District or school authorized trip, must have meals away from the District, shall be reimbursed up to a maximum of thirty-six (36.000) per day not later than thirty (300) days after submission of the expense claim. The claim must be approved by the immediate supervisor.

9.11 Lodging: Any employee in the bargaining unit who, as a result of a District or school authorized trip, must be lodged away from home overnight, shall be reimbursed by the District for the cost of such lodging not to exceed District per diem expense allowance. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses within thirty (30) days after the employee has submitted an expense claim. The special work assignment shall be assigned by the administrator in charge.

9.12 Longevity: The District agrees to additionally compensate long service employees in accordance with Appendix C attached hereto. Unit members at the time of hire given credit for previous experience and placed on a step beyond step one will receive longevity enhancements in accordance with the original District hire date.

9.12.1 For unit members with long service who voluntarily apply and are awarded a new position in a higher classification than the position in which they have achieved longevity, the following will occur: the unit member will be placed on the step in the higher classification that allows for the unit member to receive compensation that is closest to that earned by the employee at the time they are awarded the new position. The unit member will proceed annually up to Step Six, however, will not be moved beyond Step Six of the classification until the unit member has completed five years in that new classification.

9.12.2 For unit members with long service who voluntarily apply and are awarded a new position in a lower classification than the position in which they achieved longevity, the following will occur: the unit member will be placed on the step of the new classification up to Step Six that reflects their knowledge, skill, and public school experience up to Step Six. The unit member will proceed annually up to the Step Six; however not be moved beyond Step Six of that classification until the unit member has completed five years in the new classification.

9.13 Salary Allowances

9.13.1 The District agrees to honor step increases for employees in accordance with the published Classified Monthly/Hourly Rate Schedule (Appendix A). CSEA and the District are in agreement to implement the revised salary schedule to correct errors in the application of longevity enhancements. (Appendix A-1)

9.13.2 Employees receiving the bilingual compensation pay as of July 1, 1994, through June 30, 2007, will continue to receive such pay provided that such employees continue to provide bilingual services at the levels currently provided by such employees. New employees will receive bilingual compensation pay only when such skills are desired in a position of employment and pass the oral and written alternate language examination. The bilingual compensation pay shall be an additional \$50.00 per month (e.g. a 10 month employee who works 10 months will receive total bilingual compensation pay of \$500.00 for the year). An employee, who is qualified to orally interpret in an alternate language and is unable to pass the written alternative language examination, shall be paid on an additional compensation of \$25.00 per month. (E.g. a 10 month employee who works 10 months will receive total bilingual compensation pay of \$250.00 for the year).

9.13.3 Unit members in the classification of Special Education Instructional Aide assigned and successfully trained to provide one on one assistance to the students providing support for academic and behavioral goals will receive an Individualized Support (I.S.) Differential of five percent (5%). For purposes of computation unit members will be paid at Range 19 while receiving this differential. Unit members assigned and successfully trained to provide specialized medical, physical, or toileting assistance in addition to supporting

educational goals will receive an Individualized Support (I.S.) Differential of ten percent (10%). For purposes of computation, unit members will be paid at Range 21 while receiving this differential.

A \$100.00 off-schedule stipend will be given to permanent part-time unit members (less than 20 hours per week) on each anniversary date.

9.14 Vacation Schedule: The District agrees to honor the vacation schedule as outlined on the published Salary Relationship Chart. (Appendix C)

ARTICLE X EMPLOYEE EXPENSES AND MATERIALS

10.1 Tools: The District agrees to provide tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

10.2 Medical Examinations and TB Tests:

The District provides the opportunity, at no cost to the employee to receive Tuberculosis testing or mandated immunizations required by the district. If an employee elects to receive testing or immunizations at a location other than the District contracted provider, the District will reimburse the employee up to a maximum of the amount of the cost the District would have incurred at the District contracted provider.

The District will pay the full cost of medical examinations required as a condition of employment for pre-employment or fitness for duty exams, for transportation, food services, custodial, grounds and maintenance, with District designated physicians when the examination is required by the District. Subsequent medical care that may be needed resulting from the medical examination is the employee's responsibility.

ARTICLE XI HEALTH AND WELFARE BENEFITS

- 11.1 The District shall provide benefit eligible unit members with the medical plan, identified by the parties as Plan A as described in Appendix E-1. The maximum annual contribution by the District for medical benefits per eligible employee shall be the actual cost of the super composite premium rate based on Plan A. Unit members will have the option to select Plan B as described in Appendix E-2. Those selecting Plan B will pay a co-premium resulting in a monthly pay deduction of \$135.25 tenthly. Any modification to the plan for subsequent years will be subject to this collective bargaining process.
- 11.2 Eligibility:
- 11.2.1 All employees in the bargaining unit who work at least twenty (20) hours per week shall be covered under the programs provided in Section 11.1 of this Article. Employees shall be enrolled in the insurance programs of the first of the month following fulfillment of the eligibility requirement.
- 11.3 Health Insurance Committee:
- 11.3.1 The parties agree to continue to utilize a health insurance committee to explore alternative coverage and plans.
- 11.4 Retirement Incentive (Benefit Eligible Unit Members)
- 11.4.1 Subject to the conditions hereinafter, the District will pay the amount equal to the District contribution for the unit member's costs for retiree medical benefits on Plan A at the time of retirement. Eligibility for the incentive described in this section (11.4) is contingent on twenty (20) years of benefit eligible service to the District:
- 11.4.1.1 Major medical insurance premiums will be provided to any unit member who retires after at least twenty (20) years of service and was hired by December 31, 1994. The benefits shall be in effect until the unit member retiree becomes eligible for Medicare (at age 65). A retired benefit eligible classified employee from BSUSD shall be entitled to purchase, at his/her own expense any or all District insurance coverage provided to active classified employees, if permissible by the current insurance carrier.
- 11.4.1.2 The District will pay seventy-five percent (75%) toward the medical insurance premium provided for any unit member who retires after at least twenty (20) years of service and was hired between January 1, 1995 and June 30, 1999.
- 11.4.1.3 The District will pay fifty percent (50%) toward the medical insurance premium provided for any unit member who retires after at least

twenty (20) years of service with the District and hired after July 1, 1999.

- 11.4.1 The benefits shall be in effect until the unit member retiree becomes eligible for Medicare (at age 65).
- 11.4.2 No unit member retiree shall be eligible to receive the above benefits until he or she has reached fifty-five (55) years of age.
- 11.4.3 When the employer contribution provided under this article ceases to be operative, the unit member retiree may, with the District's consent and at his or her own cost, participate in the District's retiree medical plan.
- 11.4.4 The benefits under this section shall not include District payment for dependent coverage.
- 11.4.5 To be eligible for the benefits provided in this section, the unit member retiree must have retired from District service immediately prior to the commencement of District payment under this Article Section.
- 11.4.6 Employees with twenty years of District service who were not benefit eligible through each of the twenty years will be eligible for the incentive described in 11.5.

11.5 Retirement Incentive (Non-Benefit Eligible Employees)

- 11.5.1 Unit members employed less than four hours per day who are not eligible to receive benefits on the date of retirement, who retire after having achieved twenty (20) years or more of continuous service with the District and have not exceeded the maximum age of sixty-three (63), will receive a lump sum payment equal to 30% of the unit member's annual fixed base salary of their regular work assignment(s). The payment is exclusive of additional substitute, limited term, or out-of-class assignments that may have been assigned in the retiring year.
- 11.6 The District and CSEA may enter into mutual agreement in individual cases where unit members have fifteen years or more service with the District but may not have reached the age of 55 at the time of separation of employment, so that the retiree health benefits outlined in this section may be applied to such individuals under the specified condition appropriate to the individual's circumstances.

ARTICLE XII HOLIDAYS

- 12.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays:
 - 12.1.1 New Year's Day
 - 12.1.2 Martin Luther King Day
 - 12.1.3 Lincoln's Birthday
 - 12.1.4 President's Day
 - 12.1.5 Memorial Day
 - 12.1.6 Independence Day
 - 12.1.7 Labor Day
 - 12.1.8 Admission Day--designated as a floating day during the Winter Holiday
 - 12.1.9 Veteran's Day
 - 12.1.10 Thanksgiving Day--The Thursday proclaimed by the President and the following Friday
 - 12.1.11 Christmas Eve Day
 - 12.1.12 Christmas Day
 - 12.1.13 New Years Eve Day
 - 12.1.14 Friday of Spring Recess
 - 13.1.15 Employee's Birthday - designated as a floating day during the Winter Bread.
- 12.2 Additional Holidays: Every day declared by the President or Governor of this State as a legal holiday, or any day declared a local holiday by the Governing Board under Education Code Sections 5202, 5202.1, or 877 or their successors shall be paid holiday for all employees in the bargaining unit.
- 12.3 Teacher Training Days: Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose shall be a regular work day for all classified employees who are part of the bargaining unit.
- 12.4 The District agrees to consult with CSEA prior to the adoption of the school year calendar.

12.5 When a holiday falls on Saturday, employees will receive the preceding Friday as the paid holiday. When the holiday falls on Sunday, employees will receive the following Monday as the paid holiday.

ARTICLE XIII VACATION PLAN

- 13.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30.
- 13.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation may be granted in the fiscal year in which it is earned.
- 13.3 Accumulation: Vacation time shall be earned and accumulated on a monthly basis. See Appendix C.
- 13.4 Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 13.5 Vacation Pay upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 13.6 Vacation Postponement
 - 13.6.1 If a bargaining unit employees' vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carryover his/her vacation to the following year.
 - 13.6.2 If, for any reason, a bargaining unit employee is denied a scheduled vacation, he/she shall be compensated at the rate of time and one-half for all hours worked during the scheduled vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due him/her.
 - 13.6.3 If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year.
- 13.7 Vacation Carry-Over: Except as provided in Section 13.6.3, any employee in the bargaining unit who has been employee for more than one (1) year may elect to carryover ten (10) days of vacation to the following fiscal year. (Through September 1)
- 13.8 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.9 Vacation Scheduling

13.9.1 Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.

13.9.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.

13.9.3 Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. If interruption of vacation leave due to illness or injury exceeds three (3) days, a signed statement by a doctor shall be presented by the employee.

13.10 For purposes of the interpretation of this article, "hours in paid status" shall be defined in accordance with the provision of Education Code section 45308. Specifically, "hours in paid status" means all hours in paid status, whether during the school year, a holiday, recess or any period that the school district is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Education Code section 45128. Also, "hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in a restricted position as provided for in the Education Code.

ARTICLE XIV LEAVES

- 14.1 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) working days. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.
- 14.2 Jury Duty: Jury Duty shall be granted in accordance with District Policy.
- 14.3 Sick Leave: Sick leave shall be granted in accordance with Education Code, Section 45191 and may be taken in hourly increments.
- 14.3 Sick Leave: Sick leave shall be granted in accordance with Education Code, Section 45191 and may be taken in hourly increments. In addition, all bargaining unit members will accrue on a pro rata basis, three (3) added sick leave days each fiscal year.
- 14.3.1 Sick Leave Incentive Plan: Effective July 1, employees who have perfect attendance (an employee who does not utilize sick or personal necessity leave during their work year) for the year will be paid \$200.00 dollars at the end of the work year. If an employee has perfect attendance for a second year, he/she will be paid \$350.00 at the end of the work year. An employee with a third year and additional consecutive years of perfect attendance will receive \$500.00 at the end of the work year.
- Absences resulting from workplace injuries, not exceeding three days, with medical verification, will not be counted against the employees' Perfect Attendance record.
- An employee who is absent two (2) or less days for the first year will be paid one hundred twenty-five (\$125.00) dollars at the end of the work year. If an employee is absent two (2) or less days for a second year, he/she will receive two hundred fifty (\$250.00) dollars. An employee with a third year of missing two (2) or less days will receive \$375.00.
- Employees hired after the beginning of a school year will be eligible to receive a pro-rated incentive in their first work year, pro-rated on a quarterly basis.
- 14.4 Industrial Accident and Illness Leave: Industrial Accident and Illness Leave shall be granted in accordance with Education Code, Section 45192.
- 14.5 Break in Service
- 14.5.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

- 14.5.2 No period of unpaid absence of less than 120 calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement.
- 14.6 Personal Necessity Leave:
- 14.6.1 Accumulated sick leave up to nine (9) days may be used during any school year for reasons of personal necessity. Requests for personal necessity leave shall be made at least one (1) day in advance to the school principal or supervisor.
- 14.6.2 The employee shall not be required to secure advance permission for leave in cases of death or serious illness of a member of his/her immediate family or accident involving his/her person or property or the person or property of his/her immediate family.
- 14.6.3 Personal necessity shall be defined as emergency situations that are serious in nature, cannot be disregarded, cannot be dealt with during, non-duty hours and which require the employee's immediate attention. Personal necessity leave may not be used for routine personal activities, social events, occupational investigation, political activities or demonstrations.
- 14.6.4 Appropriate use of personal necessity leave includes: a) death of a member of his/her immediate family when additional leave is required beyond authorized bereavement leave; b) accident, involving his/her person or property, or the person or property of a member of his/her immediate family; c) illness of a member of the employee's immediate family; d) appearance in court as a litigant or as a witness under official order; e) medical and dental appointments for dependents; f) personal business that cannot be conducted during non-duty hours.
- 14.7 Child-Rearing Leave: An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of three (3) months and may be granted upon giving the District five (5) weeks notice prior to the anticipated date on which the leave is to commence.
- 14.8 Adoption Leave: An employee who is adopting, a child shall be entitled to three (3) days, distinct from personal necessity, of paid leave for the purpose of processing the adoption.
- 14.9 Paternal Leave: An employee shall be entitled to three (3) days of paid leave to care for his/her child after the birth of the child.
- 14.10 Additional sick leave shall be granted in accordance with provisions of Education Code Section 45196. The amount of salary deducted from the salary due shall not exceed fifty percent (50%) of the amount regularly due the employee.

- 14.11 Up to five (5) days of release time will be provided CSEA for one (1) employee to attend CSEA's Annual Conference.
- 14.12 Family Leave: All bargaining unit members are entitled to Family Leave in accordance with Government Code Sections 12945.2 and 19702.3.
- 14.13 For purposes of the interpretation of this article, "hours in paid status" shall be defined in accordance with the provision of Education Code section 45308. Specifically, "hours in paid status" means all hours in paid status, whether during the school year, a holiday, recess or any period that the school district is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Education Code section 45128. Also, "hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in a restricted position as provided for in the Education Code.

ARTICLE XV GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A “grievance” shall mean an alleged violation of a specific provision of this Agreement which adversely affects the grievant. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law, or District policies, rules, or regulations.

15.1.2 A “grievant” shall mean any bargaining unit member and/or CSEA filing a grievance. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law, or District policies, rules, or regulations.

15.1.3 A “conferee” shall mean any Association representative selected by the grievant to assist the grievant in presenting and processing the claimant’s grievance, except as limited in Level I of this procedure. An Immediate Administrator with whom a grievance is filed may also choose a representative in processing grievances, except as limited in Level I.

15.1.4 A “District grievance form” shall mean a District-approved form, which must be completed in writing by the grievant within ten (10) days of the occurrence, act or omission giving rise to the grievance, or within ten (10) days of when the employee could reasonably have known of said occurrence.

15.2 General Provisions

15.2.1 The District and the Association agree that these grievance proceedings will be kept confidential, and that if the grievant or Association violates said confidentiality, the grievance claim shall be immediately terminated in favor of the District.

15.2.2 In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.

15.2.3 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her Immediate Administrator, or to have the grievance adjusted, prior to Level III, without intervention of the Association.

15.2.4 Although a specific time period is provided for administrative decisions at each level of the Grievance Procedure, it is recognized that multiple grievance claims

must be processed in a sequential manner. Consequently, at each level of the Grievance Procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this Grievance Procedure, administrative personnel shall not be required to consider more than one (1) grievance claim per day. Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved, another grievance based on that particular incident may not be filed.

15.2.5 An employee who fails to comply with the time limits-established in this Grievance Procedure shall forfeit all rights to claim an alleged contract violation.

15.3 Informal Procedure

15.3.1 Level I

15.3.1.1 The grievant shall meet with the Immediate Administrator to discuss the potential grievance in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the employee may proceed to Level II.

15.3.2 Level II

15.3.2.1 Within ten (10) days of the occurrence, act or omission giving rise to the grievance, or within ten (10) days of when the employee could reasonably have known of said occurrence, act or omission, the grievant must present his/her grievance in writing on a properly completed District approved form to the Immediate Administrator. This District-approved form shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. This information that is provided by the grievant may not be altered at subsequent levels of the grievance procedure.

15.3.2.2 The Immediate Administrator shall communicate a decision to the employee in writing within fifteen (15) days after receiving the grievance. If the Administrator does not respond within the time limits, the grievant may appeal to the next level.

15.3.3 Level III

15.3.3.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent or his/her designee within five (5) days. This written appeal

statement shall include a copy of the original grievance, the decision rendered at the previous level, and a clear, concise statement of the reasons for the appeal

15.3.3.2 Either the grievant or the Superintendent or his/her designee may request a personal conference within the foregoing limits to discuss the grievance. Either party may have a conferee present at such a conference.

15.3.3.3 The Superintendent or his/her designee shall communicate a decision in writing within fifteen (15) days after receiving the grievance. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.

15.3.4 Level IV

15.3.4.1 If the grievance is not resolved in Steps 1, 2, or 3, the employee may request in writing a hearing with a representative of the State Mediation and Conciliation Service. The written request shall be filed in the Office of the Superintendent within five (5) days following receipt of the Step 3 decision. The mediator shall convene and hold such hearing as soon as practicable. At the hearing, the grievant and his/her representatives shall have an opportunity to testify, present evidence and witnesses pertaining to the grievance. Within twenty (20) days after the hearing the mediator shall deliver to the grievant and his/her representative their written recommendation which shall be advisory in nature.

15.3.5 Level V

15.3.5.1 If the grievance is not resolved in Steps 1, 2, 3, or 4, the employee may request in writing a hearing before the Board of Trustees. The written request shall be filed in the Office of the Superintendent within five (5) days following receipt of the Step 4 decision. The Board of Trustees shall convene and hold such hearing not later than the meeting following its next regularly scheduled meeting. At the hearing, the grievant and his/her representatives shall have an opportunity to testify, present evidence and witnesses pertaining to the grievance. Within ten (10) days after the hearing, the Board of Trustees shall deliver to the grievant and his/her representative their written decision, which shall be final.

ARTICLE XVI MAINTENANCE OF BENEFITS

- 16.1 Past Practices: Benefits given bargaining unit members by California State law and/or the provisions of this Agreement, within the scope of representation and in effect at the time of this Agreement, shall remain in full force and effect during the specific time of this Agreement unless changed by mutual agreement of CSEA and the District.

ARTICLE XVII SAFETY

- 17.1 **District Compliance:** The District shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

- 17.2 **Safety Committee:** A safety committee may be formed composed of two (2) members appointed by the District and two (2) members appointed by CSEA which committee shall review health, safety, sanitation, and working conditions to insure compliance with Section 17.1. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.

- 17.3 **Release Time:** The bargaining unit members of the committee shall be allowed necessary release time as determined by his/her immediate supervisor to carry out their obligations under Section 17.2

- 17.4 **No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 17.1.

ARTICLE XVIII SAVINGS

- 18.1 If any provisions of this Agreement are held by the highest court of the state or by a federal court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX NEGOTIATIONS

- 19.1 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 19.2 During the spring, CSEA shall provide the District with its initial position(s). A “Letter of Intent to Negotiate” stating that a proposal is forthcoming is acceptable.

ARTICLE XX CONCERTED ACTIVITIES

- 20.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, or by any of the Association's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

- 20.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. 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 it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

- 20.3 It is agreed and understood that the employee violating this section may be subject to discipline up to and including termination by the District; said employee shall be entitled to due process provisions dealing with discipline and termination.

- 20.4 It is understood, in the event this section is violated, that the District shall be entitled to withdraw any rights, privileges, services, wages or benefits provided for in this Agreement from any employee and/or the Association; and also, that the Association shall be liable for damages caused by said violation, as determined by a court of competent jurisdiction.

- 20.5 The District agrees not to lockout employees.

ARTICLE XXI EFFECT OF AGREEMENT

- 21.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, policies, procedures and regulations, and over State laws to the extent permitted by State law and that except as expressly provided by specific provisions in this Agreement, all lawful practices, policies, procedures and regulations are discretionary with the District.

ARTICLE XXII SUPPORT OF AGREEMENT

- 22.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

**ARTICLE XXIII COMPLETION OF MEET AND
NEGOTIATION**

- 23.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV JOB DESCRIPTIONS

CSEA and the District agree to review and revise job descriptions as appropriate.

ARTICLE XXV CLASSIFICATION AND RECLASSIFICATION

FILLING OF VACANCIES

- 25.1 Every bargaining unit position shall be placed in a class.
- 25.2 Position classification and reclassification shall be determined by the District and lawfully negotiated with the Association as outlined in this section.
- 25.3 A. CSEA unit members shall have the right to request classification review during the months of September through December during the term of this Agreement. Unit members will complete a written request for classification review and will submit the form to their immediate supervisor to review, provide input and be signed and returned to the unit member. The unit member will submit the final form to the District no later than the last school day in December of each year. The District will provide copies of all requests to the Association no later than January 15 of each year.
- B. Negotiations of potential reclassifications will, when possible, occur during contract negotiations in the spring following the submission of the classification review request. If no regular contract negotiations are scheduled, the District and the Association will meet to address the reclassification issues no later than March of the year following the request.
- C. The District and the Association will select their respective teams who will negotiate the proposed reclassifications and those teams will review the classification review requests together and commence negotiations on the requests.
- D. It is the intent of the parties that negotiations of reclassifications would be complete by May 31 each year in order for the District to integrate any changes agreed to into the budget development for the new fiscal year, and that such changes agreed to would take effect on July 1 of the new fiscal year following submission of the reclassification request.
- 25.4 Filling of Vacancies:
- 25.4.1 Vacancies: When an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees. District employees that meet the minimum qualifications shall be given "first consideration" for filling the vacancy.
- 25.4.2 Posting of Notice: Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.
- 25.4.2.1 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time employees may file for the

vacancy. Any employee who will be on leave or layoff during the period of the posting and makes such a request to the District, shall be mailed a copy of the notice by first class mail on the date the position is posted.

25.4.2.2 The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, regular assigned work shifts, days per week, and months per year assigned to the position, the salary range, and the deadline for filing.

25.4.2.3 Filing: Any employee in the bargaining unit may apply for the vacancy by submitting an application form to the personnel department within the filing period.

ARTICLE XXVI EFFECTS OF LAYOFF/REDUCTION OF HOURS

- 26.1 A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary member of the bargaining unit, who is also a member of the classified service, because of lack of work or lack of funds as Determined by the District Governing Board pursuant to Education Code Provisions. CSEA will be given a complete list of all proposed layoffs of bargaining unit members as soon as practicable after the decision has been made, and prior to layoff notices being sent to affected bargaining unit members
- 26.2 The District shall notify the affected bargaining unit members not less than a sixty (60) calendar day written advance notice of layoff. Such notice shall include general information on reemployment rights or displacement rights, if any.
- 26.3 Reductions in Hours- Any reduction of hours in regularly assigned daily time or vacant positions shall be treated as a layoff in accordance with the process outlined in this section.
- 26.3.1 Within five (5) working days of receipt of the list of all proposed layoffs and/or reductions in hours pursuant to Section 26.1 & 26.3, CSEA shall communicate intent to initiate the bargaining process of the decision to reduce hours, and/or the impact and effects of the decision to enact a complete layoff or reduce the hours of bargaining unit members
- 26.3.2 Within ten (10) working days from receipt of the list of all proposed layoffs and/or reductions in hours pursuant to Section 26.1 & 26.3, the parties shall meet to begin to bargain the decision to reduce hours, and/or the impact and effects of the decision to layoff or reduce the hours of bargaining unit members.
- 26.3.3 Bargaining unit members shall be given not less than a sixty (60) calendar day written advance notice of reductions in hours following the completion of negotiations with CSEA on the decision and impacts and effects of reductions in hours of filled or vacant positions.
- 26.4 Layoffs shall be made in reverse order of seniority in the job classification in which the layoff occurs.
- 26.4.1 The bargaining unit member employed the shortest time in the class plus higher classes shall be laid off first. No bargaining unit members shall be laid off from any position while bargaining unit members serving in limited term appointments are retained in positions of the same class unless all eligible bargaining unit members decline the limited term position.
- 26.4.2 For bargaining unit members whose date of hire is on or after July 1, 1971, seniority means all hours in paid status as a probationary or permanent member of

the classified service, whether during the school year, a holiday, recess, or any period that a school is in session or closed. It does not include any hours compensated solely on an overtime basis, or while on military leave, or extended illness leave, or industrial accident leave.

- 26.5 If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire date seniority with the bargaining unit member hired first being retained and if that is equal, then the determination shall be made by lot.
- 26.6 A permanent bargaining unit member in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an bargaining unit member with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- 26.7 A permanent classified bargaining unit member who will suffer a layoff for lack of work or funds despite his or her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the bargaining unit member is qualified to perform the duties thereof, and provided further that the governing board approved the voluntary demotion.
- 26.7.1 A unit member who elects a layoff in lieu of bumping maintains his/her employment rights under this Agreement.
- 26.8 No bargaining unit members shall be laid off from any position while bargaining unit members serving under limited-term appointment are retained in positions of the same class in the same organizational unit unless the bargaining unit members decline the limited-term position.
- 26.9 Unit members who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time they shall be reemployed into their former job classification in preference to new applicants. A bargaining unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the district of the opening. Such notice shall be sent certified mail to the last address given the District by the bargaining unit member.
- 26.10 Regular bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the bargaining unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within a sixty-three (63) month period except that they shall be ranked in accordance with their hire date seniority on any valid reemployment list.

- 26.11 A bargaining unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the district of an opening. Such notice shall be sent by certified mail to the last address given the district by the bargaining unit member.
- 26.12 Recalls shall be made in the reverse order of layoffs within each job classification. Those unit members who have completed a probationary period shall be reemployed without having to serve an additional probationary period. A bargaining unit member shall notify the District of his/her intent to accept or refuse reemployment within ten (10) calendar days following the mailing of the reemployment notice. If the bargaining unit member accepts reemployment, the bargaining unit member must report to work within fifteen (15) calendar days following the mailing of the reemployment notice. A bargaining unit member given notice of reemployment need not accept the reemployment to maintain the bargaining unit member's eligibility on the reemployment list, provided the bargaining unit member notifies the personnel office in writing within ten (10) calendar days following the mailing of the reemployment notice.
- 26.13 Bargaining unit members shall be reemployed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Bargaining unit members who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.
- 26.14 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the bargaining unit member.
- 26.15 A laid-off bargaining unit member may continue, at bargaining unit member cost, the health and welfare program for three (3) months after the effective date of the layoff.
- 26.16 Bargaining unit members to be laid off may use up to one (1) day of leave to be charged to personal necessity leave for the purpose of seeking other employment.
- 26.17 Preference for substitute employment shall be given to laid-off unit members. If called for substitute work, these persons shall receive their former rate of pay when the substitute work is in their former job classification.
- 26.18 Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed immediately upon discovery of the error.
- 26.19 Nothing herein shall preclude a layoff for lack of work or lack of funds in the event of an actual and existing financial inability to pay salaries as contemplated in Education Code 45117.
- 26.20 Transfer of Work - The parties agree that legal prohibitions exist, and will be adhered to, with respect to the transfer of "unit work" outside the bargaining unit.

ARTICLE XXVII DISCIPLINARY ACTION

27.1 Disciplinary Procedures

27.1.1 Discipline shall be imposed on permanent employees of the bargaining unit only for cause. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes but is not limited to dismissal, demotion, suspension or reduction in hours or class without the employee's voluntary written consent.

27.1.2 Any employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending a disciplinary action. The supervisor shall give a reasonable period of advanced warning to permit the employee to correct the deficiency without incurring disciplinary action.

27.1.3 The District shall not initiate any disciplinary action, for any cause alleged to have arisen prior to the employee becoming permanent. When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The notice shall indicate (1) the specific charges against the employee which shall include times, dates, and location of chargeable actions or omissions; (2) the penalty proposed; and (3) a statement of the employee's rights to make use of procedure to dispute the charges or the proposed penalty.

27.1.4 An employee may be relieved of duties.

27.2 Emergency Suspension - The Association and the District recognize that emergency situations can occur involving the health and welfare of students and employees. An emergency suspension shall be handled by the District as a priority item. The District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual conditions supporting the emergency.

27.3 Disciplinary Settlements - A disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her job representative review the proposed settlement before approving the settlement in writing.

ARTICE XXVIII PROFESSIONAL GROWTH PROGRAM

- 28.1 Professional Growth is the continuous, purposeful engagement, informal study, and related activities designated to simultaneously benefit both the District and the classified employee. Professional Growth results through experiences that: provide increased knowledge, understanding, and skills directly related to the Unit Members regular position or benefits the District in fields related to the activity in which employed.
- 28.2 Eligibility
- 28.2.1 All permanent classified employees are eligible to enter the Professional Growth Program
- 28.2.2 Credit may be granted only for courses completed after July 1, 1990, or the date of beginning employment with the District, whichever is later.
- 28.3 Criteria
- 28.3.1 The increment shall be earned upon successful completion of an approved sequence of course work leading to achievement of goals of benefit to the District which is equivalent to the twelve (12) semester units indicated below. At least eight (8) units of each increment shall be related to the unit member's job family.
- 28.3.2 Units may be earned at accredited colleges, universities, trade schools, adult education institutions, educational conferences, and workshops. The District will not allow 'credit' for any class, workshop, conference which the District sends and/or pays for the registration, travel, etc. District in-service on District time has already been compensated. Credit will be provided for any class, workshop, and conference on employee's own time and at employee's expense.
- 28.3.3 Educational conferences and workshops shall be credited at the rate of one quarter (1/4) unit per eight (8) hours. Verification of attendance shall be required.
- 28.3.4 To receive course credit, a letter grade of "C" or better, or a "Pass" grade MUST have been achieved.
- 28.3.5 The District shall not incur any liability or costs of registration, books, mileage or subsistence.
- 28.4 Unit and Increment Provisions
- 28.4.1 First Increment - Twelve (12) Units.
- 28.4.2 Second Increment - Twelve (12) Units beyond the first increment (28.4.1).
- 28.4.3 Third Increment - Twelve (12) Units beyond the second increment (28.4.2).

28.4.4 Work taken and verifying transcripts (original with College Seal) MUST be on file with the Personnel Office.

28.4.5 A maximum of six (6) units may be earned each semester.

28.5 PROCEDURE:

28.5.1 Requests for approval of specific course work should be submitted to the Personnel Office prior to the beginning of the course in order to insure credit. Credit may be granted after a course is completed without this prior approval at the discretion of the Superintendent or designee administering this program.

28.6 COMPENSATION:

28.6.1 At the completion of each twelve (12) unit increment, there shall be a fifty (\$50.00) per work month added to the unit member's regular salary on the first of the month following the date official documents are received in the Personnel Office in a timely fashion to meet payroll timelines.

28.6.2 A minimum of one (1) year shall be required between the approvals of increments.

ARTICLE XXIX DURATION

- 29.1 Length of Agreement: This Agreement shall be effective on July 1, 2012 and shall continue in effect to and including, June 30,2015.
- 29.2 During the 2013-14 and 2014-15 years of this Agreement, CSEA and the District agree to meet and negotiate on Salaries, Health and Welfare Benefits, and up to two (2) optional Articles for each party.

FOR THE DISTRICT

FOR CSEA

Borrego Springs Unified School District

California School Employees Association

DATE _____

DATE _____

APPENDIX A

Classified Monthly/Hourly Rate Schedule

APPENDIX A-1

Side letter/description of y-rating implementation for each affected employee

APPENDIX B

RANGE	POSITION
10	Cafeteria Worker
12	Cafeteria Clerk
13	Office Clerk
14	Campus Supervisor Clerk/Campus Supervisor Bus Driver Trainee Special Education Transportation Worker
15	Instructional Aide & Child Care Program Aide
17	Special Education Instructional Aide Bilingual Aide
19	Custodian/Maintenance Grounds person/Maintenance High School Resource Center/Media Coordinator Pre-school Assistant High School Library Aide Library Technician Computer Lab Facilitator
20	High School Secretary Food Service Lead Worker Elementary Secretary Secretary Pupil Services
21	RSP Facilitator Pre-school Associate Teacher
23	Head Grounds person
25	Business Office Clerk
26	Skilled Maintenance I
28	Bus Driver
31	Skilled Maintenance II Skilled Maintenance/Auto Mechanic Technical Support Analyst/Project Coordinator Pre-school Teacher
32	Lead Bus Driver

APPENDIX C

LONGEVITY AND VACATION SCHEDULE

LONGEVITY:

10-14 Years	5.00% above Step 6
15 - 19 Years	6.00% above 10+
20-24 Years	7.00% above 15+
25+ Years	8.00% above 20+

At the beginning of thirty (30) years of service with the District, employees will receive a one thousand (\$1,000.00 off schedule bonus, paid annual every year of service thereafter.

VACATION:	12 MONTH EMPLOYEE	10 MONTH EMPLOYEE
1 - 5 Years	12 Days Per Year	10 Days Per Year
6 - 10 Years	14 Days Per Year	11.5 Days Per Year
11 - 15 Years	16 Days Per Year	13 Days Per Year
16 - 20 Years	19 Days Per Year	15.5 Days Per Year

APPENDIX D

Classified Evaluation Form

APPENDIX E-1

Health and Welfare Benefit Plan A

APPENDIX E-2

Health and Welfare Benefit Plan B

