

AGREEMENT

BETWEEN

**GOVERNING BOARD OF THE
SAN BRUNO PARK SCHOOL DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN BRUNO PARK SCHOOL DISTRICT
CHAPTER 139**

JULY 1, 2011 THROUGH JUNE 30, 2014

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ARTICLE 1

RECOGNITION

- 1.1. The District hereby recognizes the Association as the exclusive bargaining agent for an appropriate classified unit, INCLUDING: food services, clerical and secretarial, operations and maintenance to include custodian/maintenance/grounds, instructional aides, and transportation, BUT EXCLUDING: noon-duty supervisors (by whatever name) except that noon-duty supervisor positions shall be considered a part of the classified unit where the noon-duty supervisor also is employed in a CSEA unit position, management positions, confidential positions, certificated positions, and supervisory positions.
- 1.2. No less than ten (10) days prior to declaring an existing unit position to be management, confidential, or supervisory, the District shall give the Association notice in writing of such action. Within seven (7) days of receipt of the notice the Association, upon request, shall have the right to meet and confer with the Superintendent about the action and to submit such information or evidence concerning it as the Association may deem appropriate. If, after meeting and conferring, the Association does not agree with the District's action the Association may request the PERB to review it.
- 1.3. Bargaining unit duties and work shall not be subcontracted out where there has been a reduction of hours or positions.

ARTICLE 2

WAGES

- 2.1. **Salary.** For 2011-2012 the 2010-2011 salary schedule shall be maintained. Step and longevity increases shall be funded. If another unit receives greater than a zero percent (0%) compensation increase for 2011-2012, then the CSEA unit shall receive the same increase with the same retroactivity. By "compensation" is meant: general salary schedule increase, salary schedule restructuring, longevity, stipends, differentials, etc.
- 2.2. **Longevity Pay**
- | | |
|---------------------------|-------|
| On six (6) years | 3.0% |
| On ten (10) years | 6.0% |
| On fifteen (15) years | 9.0% |
| On twenty (20) years | 12.0% |
| On twenty-five (25) years | 15.0% |
| On thirty (30) years | 18.0% |
- 2.3. **Professional Growth Program.** Advancement on the Salary schedule for Professional Development. The basis for the compensation of unit members for completion of professional study shall be the professional study unit. Professional study units shall be defined as units successfully completed by unit members who meet all of the following conditions as determined by the Credit Evaluation Committee:
- 2.3.1. The professional study is organized and offered by a person, agency, or institution appropriate and competent to do so.
- 2.3.2. The professional study represents an amount of work sufficient to justify the number of units for which credit is requested.
- 2.3.3. Fifty-five dollars (\$55) salary credit shall be granted for each approved semester unit earned up to a maximum of Forty-five (45) unit beginning 07-01-2008 and Sixty (60) units beginning 07-01-2009. No more than eighteen (18) units shall be allowed for study completed during the period of July 1 through June 30.
- 2.3.4. All Board hired unit members are eligible for this program.
- 2.3.5. No salary credit shall be give for units earned prior to July 1, 1971, or prior to employment in the District.
- 2.3.6. A unit member must secure prior approval for professional study units. Prior shall mean before commencing any work to earn said credit.
- 2.3.7. No salary credit shall be allowed for units completed wholly or partially at District expense or during a unit member's normal working hours, unless the District, in its sole discretion, offers District workshops specifically designated as eligible for professional study unit credit.
- 2.3.8. No Credit shall be give for course work which is an approximate duplication of work previously completed.
- 2.4. **University or College Credit**

- 2.4.1. One unit of university or college credit from an accredited school, college, or university shall equal one professional study unit.
 - 2.4.2. Units taken are subject to prior approval by the Superintendent or his/her designee. Evidence of satisfactory completion of courses must be reported by September 1 in any year for credit on the salary schedule in that specific year.
 - 2.4.3. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
 - 2.4.4. Audited courses will not be approved for salary credit.
- 2.5. **Workshop Credit**
- 2.5.1. Fifteen hours of instructional time shall equal one professional study unit; such time shall be calculated as the number of hours of actual instructional time, excluding lunch.
 - 2.5.2. Official verification of workshop attendance shall be written verification by the instructor.
 - 2.5.3. Approval may be granted for partial units in multiples of 1/15 for approved workshops and such partial units may be accumulated to total whole units, but salary credit shall be allowed only for whole units.
 - 2.5.4. The maximum number of units allowed for any single workshop shall be three (3).
 - 2.5.5. Units taken are subject to prior approval by the Superintendent or his/her designee. Evidence of satisfactory completion of courses must be reported by September 1 in any year for credit on the salary schedule in that specific year.
- 2.6. **Credit Evaluation Committee.** The Credit Evaluation Committee is to act in an advisory capacity to assist the Superintendent or designee in:
- 2.6.1. Evaluating requests presented by unit members for advancement on the salary schedule.
 - 2.6.2. Devising and recommending policies governing the Credit Evaluation Committee.
 - 2.6.3. Determining the amount of credits to be allowed; and
 - 2.6.4. Interpreting and explaining the functions and policies of the Credit Evaluation Committee.

ARTICLE 3

HOURS AND OVERTIME

- 3.1. **Work Duty.** The regular work period for full-time unit members shall consist of five (5) consecutive days, Monday through Friday, eight (8) consecutive hours per day and forty (40) hours per week, exclusive of lunch. This shall not prohibit the extension of the regular workday or work week when such is authorized. Exceptions to the work period schedule:
- 3.1.1. Any unit member who mutually agrees with the District to work a different schedule.
 - 3.1.2. Any unit member presently working a different schedule.
 - 3.1.3. Any unit member employed after July 1, 1979, who, at the time of employment, is assigned a different schedule.
- 3.2. **Overtime.**
- 3.2.1. Overtime compensation for work beyond eight (8) hours in any one day or forty (40) hours in any one week shall be at the rate of time and one-half. Overtime will be paid to any bargaining unit member who is suffered or permitted to work more than eight (8) hours in any one day or forty (40) hours in any one work week or receive compensation time off, as specified in paragraph 3.9 below. All overtime, except in the case of emergency, shall be performed only with the prior authorization of the supervisor.
 - 3.2.2. Approved overtime for which payment is to be received shall be paid on the payday of the period worked or no later than the next following pay day if calculations prevent payment at the end of the period worked
- 3.3. **Workday.** The length of the workday, specified work hours, and work year shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular and ascertainable number of hours.
- 3.3.1. Unit members who are required to work on Board authorized holidays for which they would otherwise receive payment shall be compensated at time and one-half for all the hours worked on the holiday in addition to their regular pay.
 - 3.3.2. Unit members employed for five (5) hours or more per day shall be granted a duty-free lunch of no less than thirty (30) minutes. Any member required to have his/her lunch interrupted for emergency situations shall be compensated in either time or money.
 - 3.3.3. Unit members employed for three and three quarter ($3\frac{3}{4}$) hours or more per day shall be granted a rest period of no less than fifteen (15) minutes. Unit members employed for seven (7) or more hours shall be granted two rest periods of no less than fifteen (15) minutes each.

- 3.4. **Part-time Assignment.** The length of the workday, specified work hours, and work year for part-time assignments shall be designated by the District. At the beginning of each school year, and for the term of the school year, part-time assignments shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 3.5. **Probationary Employees.** Probationary employees shall be placed on the appropriate level (step) of the salary schedule as determined by the District. However, if a new probationary employee is placed other than on the first step, all unit members with an equivalent number of years of experience and similar qualifications in the same classification who are on a lower step shall be raised on the same step as that employee.
- 3.6. **Out of Classification.** Any unit member required to work out of classification for five (5) days or more in a fifteen (15) calendar day period shall have their salary adjusted upward in such amounts as will reasonably reflect the duties required to be performed. No unit member shall be required to accept an out of classification assignment.
- 3.7. **Adjustment of Assigned Time.** A unit member, who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.
- 3.8. **Increase in Hours.** When additional hours are assigned to a part-time position on a regular basis the assignment shall be offered to the unit member in the appropriate class with the greatest bargaining unit seniority. If the senior unit member declines the assignment, it shall be offered to the remaining unit members in the class of descending order of bargaining unit seniority until the assignment is made, provided unit members possess the necessary skills and talents. The CSEA President shall be notified when additional hours are added to a position.
- 3.9. **Compensatory Time.** Compensatory time shall be taken at a time mutually acceptable to the unit member in the bargaining unit and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the unit member in cash for all such time at the appropriate overtime rate based on the unit member's rate of pay. If the unit member chooses to take payment for overtime in lieu of compensatory time, such payment shall be made during the current payroll period, or the next payroll period if time does not allow.
- 3.10. **Overtime - Equal Distribution.** Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit in order of seniority within each department at each job site.
- 3.11. **Right of Refusal.** Any unit member shall have the right to refuse any offer or request for overtime provided no emergency exists. Emergency situations shall be determined by the Superintendent or his/her designee.
- 3.12. **Call Back Time.** Any unit member called back to work after completion of his/her regular assignment, shall be compensated for at least two (2) hours at the unit member's rate at time and one half, irrespective of the actual time less than that required to be worked.

- 3.13. **Substitute Teacher Rate.** It is the intent of the District to schedule a substitute teacher when the regular teacher is absent during the day (e.g., illness, I.E.P., workshop, and the like). In cases where a substitute teacher would normally be scheduled and where no substitute teacher is scheduled, the classroom aide/paraprofessional shall receive a stipend equal to fifty percent (50%) of the substitute teacher rate prorated in one hour increments. The site administrator shall confer with the affected unit member prior to such assignment. The affected unit member shall not be required to work beyond the scope of his/her job description.
- 3.14. **Urgent Temporary Help.** It is mutually agreed that the following process will be followed for engaging urgent temporary help:
 - 3.14.1. First step: contact union president
 - 3.14.2. Second step: offer hours to less than full-time unit members within related job classification as per paragraph 3.8
 - 3.14.3. Third step: if the District determines that special skills and talents are required, offer hours to any less than full-time unit members with those qualifications
 - 3.14.4. Fourth step: if there are no less than full-time unit members with those qualifications then go outside the unit.

3.15. **School Office Managers**

- 3.15.1. Office Managers who work days before September 1 for opening of school shall, in received during regular school year- time to be prorated. School Office Managers shall also receive vacation time for additional days worked.
- 3.15.2. Each open school site shall be staffed with a minimum of eight (8) hours of Office Manager Support time. When a school's enrollment exceeds three hundred (300), an additional two (2) hours of office support time will be provided. Additional hour increments of time shall be provided for each additional fifty (50) students, up to maximum school site enrollment of six hundred (600). Adjustments to this level of School Office support shall be done once a year in October (CBEDS). The support time shall be filled by one hundred eighty (180) day "Clerical Assistant Position".

Student/Site Matrix

<299 – 8 Hours 300 – 10/2 Hours 350 – 11/3 Hours 400 – 12/4 Hours

450 – 13/5 Hours 500 – 14/6 Hours 550 – 15/7 Hours 600 – 16/8 Hours

Site Enrollment – Total Hours/Clerical Assistant Hours
 Total hours include the Office Manager hours.

- 3.16. **Substitute Coordinator.** The District may retain an outside service to perform the Certificated Sub-Coordination work. CSEA shall retain the Classified Sub-Coordinator work which shall be performed within the District Reception position. Sub-Coordinator work performed in excess of eight (8) hours in the day shall be paid at the overtime rate.
- 3.17. **Outdoor Education Stipend.** In recognition of the extra time and responsibility involved for Special Education Full Inclusion Aide when accompanying a student, unit members will be provided with stipends of sixty dollars (\$60) per day.

ARTICLE 4

HEALTH AND WELFARE BENEFITS

4.1. **Health and Welfare Benefits**

4.1.1. For each full-time unit member taking advantage of a District approved health insurance program, the District shall contribute the minimum employer contribution pursuant to Government Code section 22892. In addition, the District will contribute to each unit member, on an individual basis, an amount which, when added to the minimum employer contribution, does not exceed nine hundred twenty-six dollars and 28 cents (\$926.28) per month (\$11,115.36 per year). For 2011-2012, the District-paid health insurance cap shall remain status quo at the 2010-2011 cap (\$11,115.36 per unit member for full time). If another bargaining unit receives an increase in the district-paid health insurance cap for 2011-2012, then the CSEA unit shall receive the same dollar increase to the cap with the same retroactivity. For unit members employed fifty percent (50%) FTE or more, this amount shall be prorated as follows:

Four (4) but less than six (6) hours – 50% of total health benefit dollars
Six (6) but less than seven (7) hours – 75% of total health benefit dollars
Seven (7) hour or more unit members – 100% of total health benefit dollars

4.1.2. For each unit member employed full-time the District shall contribute a composite rate of \$88.60 per month for twelve (12) months for a Delta Dental Insurance plan. For unit members employed less than full-time this contribution shall be prorated as set forth in paragraph 4.1.1.

4.1.3. Every unit member working fifty percent (50%) or more must enroll in Delta Dental. Every full-time Unit member shall enroll in a medical plan or show proof of coverage.

4.1.4. Unit members hired prior to November 1, 2001 shall be entitled to the level of medical and dental insurance benefits they were receiving as of October 31, 2001.

4.2. **Life Insurance.** Effective December 1, 2001, the District will provide a fifty thousand dollar (\$50,000) life insurance policy to unit members who receive one hundred percent (100%) benefits, and a twenty-five thousand dollar (\$25,000) policy for other unit members eligible for health and welfare benefits.

4.3. **Vision Plan.** Effective December 1, 2000, unit members shall be eligible to participate in the District's vision plan. Enrollment in the plan is voluntary and can be paid from the District contribution towards medical and dental insurance, or if not sufficient, from the unit member's paycheck.

4.4. **Cash Back**

4.4.1. Unit members are eligible to receive cash back from the District medical contribution prorated and paid monthly, provided the unit member has annual proof of medical coverage:

Four (4) but less than six (6) hours – one thousand dollar (\$1,000.00) annual cap
Six (6)-eight (8) hours – one thousand five hundred dollar (\$1,500.00) annual cap

- 4.4.2. Any unit member who was hired prior to November 1, 2001, shall keep current benefit dollars intact. All new unit members hired after November 1, 2001, shall fall under the new contractual agreement.
- 4.4.3. Unit members must elect to receive cash back by November 1 of each year.
- 4.5. **Annuity.** The District will provide payroll deductions(s) for unit members who wish to participate in the District recognized annuity program.
- 4.6. **Reduction in Hours/Benefits.** A unit member who experiences an involuntary reduction in hours shall maintain his/her benefit proration for the remainder of the school year (currently June 30).
- 4.7. **Retirement Incentive Program**
- 4.7.1. When a unit member voluntarily retires or is forced to retire involuntarily because of disability, the District, upon request, shall at the unit member's option pay either:
- (i) The minimum employer contribution pursuant to Government Code section 22892 per year directly to CalPERS toward the cost of medical insurance for the employee. In addition, the District will pay an amount equal to the current District coverage for employee and/or employee and spouse medical coverage for a period of ten (10) years or to age 67, whichever comes first; or
 - (ii) The minimum employer contribution pursuant to Government Code section 22892 per year directly to CalPERS towards the cost of medical insurance for the employee. In addition, the District will pay an amount equal to the current District coverage for employee medical and dental coverage for a period of ten (10) years or to age 67, whichever comes first.
- 4.7.2. Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS check, the District will provide a non-taxable reimbursement each month on the last business day of the month, up to the amount designated above.
- 4.7.3. To be eligible for this benefit, a classified retiree must have rendered ten years of service in the San Bruno Park School District and must be receiving PERS retirement benefits or disability retirement benefits. The unit member must be participating in the District benefit program.
- 4.7.4. In no case shall the cost paid by the District exceed the cost which would be paid if the retiree were continuing in regular employment and working an average of the number of hours worked during the three (3) consecutive years in which the unit member worked the greatest number of hours.
- 4.8. **Part-time Employment with Full-time Retirement.** As long as the enabling legislation remains in effect, unit members shall be allowed to reduce their workload from full-time to part-time, with full-time retirement credit under the following conditions:
- 4.8.1. Eligible unit members must be at least fifty-five (55) years old.
 - 4.8.2. The unit member must have ten (10) years full-time classified service, and the immediately preceding five (5) years must be without break.

- 4.8.3. The reduction of the member's work time shall be voluntary on the part of the member and District; termination requires unit member and employer consent.
 - 4.8.4. Salary shall be a pro-rata share of the active salary and no benefit entitlements shall be lost including health, survivor benefits, disability benefits, and retirement.
 - 4.8.5. The minimum part-time entitlement level must be fifty percent (50%) of the unit member's previous full-time employment.
 - 4.8.6. The part-time program shall not exceed five (5) years nor extend beyond the end of the school year during which the unit member reaches age seventy (70).
- 4.9. **Continuation of Dental and Vision Insurance.** Continuation of Dental and Vision Insurance: Retiring unit members may exercise the option to continue on the group dental plan and vision plan at their own expense, after any entitlement to district contributions is exhausted.

ARTICLE 5

LEAVES

- 5.1. **Paid Sick Leave** (Leave of Absence for Temporary Disability Due to Illness, Accident, or Other Cause)
- 5.1.1. Sick leave (leave of absence for temporary disability due to illness, accident, or other cause) shall be granted to eligible unit members in accordance with the Education Code and regulations established by the Superintendent with the approval of the Board of Trustees.
- 5.1.2. One (1) day of sick leave shall be granted for each full month of employment. One (1) half-day of sick leave shall be granted for each additional half-month of employment or major fraction thereof.
- 5.1.3. Unit members absent from duty because of illness or accident for seven (7) days or more may be required to furnish a doctor's note upon return to work.
- 5.2. **Extended Sick Leave**
- 5.2.1. A unit member who is absent from duty because of illness, accident, or other cause for a period beyond the member's accrued sick leave shall be granted extended sick leave. After the member's accrued sick leave has been used up, the extended leave may continue for a period of not more than one hundred (100) days or until June 30.
- 5.2.2. A member on extended sick leave shall furnish the same evidence and physician's statements as required for regular sick leave.
- 5.2.3. The total amount of extended sick leave granted shall not exceed one hundred (100) work days in any school year (July 1 – June 30).
- 5.2.4. A unit member on extended sick leave shall be paid one-half (1/2) his/her normal hourly rate of pay.
- 5.2.5. Normal hourly rate of pay shall be defined as the member's yearly salary divided by the number of assigned work hours of the member for the current fiscal year.
- 5.3. **Catastrophic Sick Leave**
- 5.3.1. Purpose. The purpose of catastrophic leave is to provide qualified unit members with continued income when absent due to non-industrial accident or non-industrial illness which continues beyond all vacation, compensatory time, sick leave, personal leave, and all other paid leave available to the unit member, excluding extended sick leave.
- 5.3.2. Catastrophic Leave Request. Any permanent unit member who exhausts all income entitlement from the District and who is or will be absent for the same non-industrial illness or injury may make a written request to the president of CSEA for additional paid sick leave in order to continue income entitlement from the District.

5.3.3. Eligibility Criteria. Recipients of catastrophic leave donations must meet all of the following criteria:

- (i) Hold permanent status with the District
- (ii) Exhaust full pay leave credits (see 5.3 Purpose)
- (iii) A bargaining unit member or immediate family member who is, suffering from a catastrophic illness or injury
- (iv) Review by Catastrophic Leave Committee
- (v) Suffer a catastrophic illness or injury which precludes return to work for a prolonged period. Such illnesses or injuries include, but are not limited to, stroke, kidney failure, heart attack, cancer, AIDS, other life threatening disease, recovery from major surgery, or incapacitation as a result of severe automobile or other accident and recovery there from.

5.3.4. Request and Verification Process

- (i) An unit member shall submit a written request to receive donations of sick leave under this program. The request shall be submitted to the president of CSEA. If the unit member is incapacitated, this may be completed by an immediate family member or other authorized person acting at the request of the unit member. If the unit member is in a coma, the bargaining unit may act on unit member's behalf to make the request to authorize a family member or other person to act for the unit member. A physician or other person authorized under the healing arts status must provide written verification of the catastrophic illness or injury and a prognosis.
- (ii) CSEA will solicit sick leave donations. After donated sick leave has been counted and verified by the payroll department, a letter from CSEA to the Superintendent or his/her designee requesting the allotted hours be transferred to the affected unit member. Once District approves the hours, the affected unit member may start to collect Catastrophic Leave.
- (iii) If indicated by proper medical authority that an unit member will have physical or mental limitations precluding the ability to return to work in the classification to which assigned, the unit member, if eligible, shall make application to the Public Employees Retirement System for disability retirement prior to approval for use of donated leave.

5.3.5. Sick Leave Bank

- (i) Unit members may contribute when requested by CSEA one (1) sick day based on each individual's regular work day. The donating unit member must have available not less than ten (10) days of earned sick leave before any donation will be accepted. The donation is irrevocable.
- (ii) Donations to the bank shall be recorded in hours.
- (iii) Withdrawal from the bank shall be in full days and shall be charged against the bank in hours, based on the applicant's regular work day.

- (iv) Days shall be paid at the applicant's then current rate of pay.
- (v) Sick leave donations may be requested on as needed basis and may be done more than once a year.
- (vi) Hours left in the bank will be tracked by District and CSEA.
- (vii) Extended sick leave shall be afforded to eligible employees until catastrophic leave is approved.

5.3.6. **Illness Excluded from Catastrophic Leave.** Absence due to job related injury or illness shall be excluded from catastrophic leave.

5.3.7. **Leave Earning While Using Donated Leave.** Unit members who are receiving full salary from donated leave shall continue to earn the vacation and sick leave to which they normally are entitled. Earned leave from the unit member's account shall be exhausted as it is earned. After exhaustion of such leave, the unit member shall return to use the donated leave.

5.3.8. **Conclusion.** The unit member's use of donated leave shall cease when any of the following occur:

- (i) Return to work.
- (ii) Resignation for any reason, including retirement.
- (iii) Death of unit member.
- (iv) Exhaustion of all leave donated for the unit member's use. If as a result of the original request, enough leave was not donated to cover the unit member's absences, a new request form may be submitted by the unit member following the same guidelines as the original request.

5.3.9. **Sick Leave Credits.** Contributions of sick leave credits are irrevocable.

5.3.10. **Association Committee**

- (i) An association committee comprised of the CSEA president or his/her designee and 2 representatives will administer the provisions of this leave bank.
- (ii) The Committee will determine unit member eligibility for catastrophic leave; determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and catastrophic leave.
- (iii) The committee will establish procedures for requesting and donating sick leave credits and will act prudently to ensure that a sufficient number of days are in the leave bank to meet anticipated needs.
- (iv) The committee will approve and designate appropriate forms for donating and requesting catastrophic leave and, be bound by appropriate rules and confidentiality.

5.3.11. Miscellaneous

- (i) Unit members receiving workers' compensation benefits for industrial illness/injury will not be entitled to use the leave bank.
- (ii) Approval or denial of leave requests will be final and not subject to the provisions of Article 12 Grievance Procedure.
- (iii) District paid health and welfare benefits will continue while any unit member is using leave bank days.

5.3.12. Continued Leave. If after the exhaustion of all income entitlement from earned leave, donated leaves and extended sick leave, the unit member still is unable to return to work, he or she may request another round of sick leave donations in accordance with the master contract.

5.4. **Personal Necessity Leave.** Up to eight (8) days of personal necessity leave shall be granted to eligible unit member in accordance with the Education Code and regulations established by the Superintendent with the approval of the Board of Trustees. Personal necessity leave shall be defined as paid leave of absence granted to a unit member for reasons of immediate and urgent personal necessity and deducted from the unit member's accumulated days of sick leave.

5.5. **Personal Day**

5.5.1. Unit members will be entitled to four (4) days for personal leave per school year. Unit members will provide at least three (3) days advance notification to their supervisor. Personal leave will not be used for other employment or an extension of a holiday or break, and may be taken in half-day increments.

5.5.2. Days utilized for personal leave will be deducted from sick leave. If a unit member elects not to use sick leave, a deduction will be made from salary at the daily rate.

5.6. **Industrial Accident or Illness Leave**

5.6.1. Leave of absence for industrial accidents or illness shall be provided to bargaining unit members.

5.6.2. In each fiscal year, allowable leave for any single industrial accident or illness shall be for 60 working days. Allowable leave shall not accumulate from year to year.

5.6.3. When a classified unit member is absent from his/her duties because of an industrial accident or illness:

- (i) Industrial accident or illness leave shall start on the first day of absence.
- (ii) Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day.
- (iii) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under workers' compensation.

- (iv) If an industrial accident or illness leave overlaps into the next fiscal year, the unit member is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 5.6.4. Upon expiration of allowable leave for an industrial accident or illness, the unit member shall use personal illness and injury leave as provided by Education Code 45191. If the unit member continues to receive workers' compensation, he/she shall be entitled to use only as much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave as, when added to the unit member's workers' compensation award, will provide for a full day's wage or salary.
- 5.6.5. During any paid leave of absence, the unit member shall endorse to the district the workers' compensation checks received on account of his/her industrial accident or illness. In those cases, the district shall issue appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 5.6.6. When available paid leave has been exhausted, the unit member shall be so notified in writing and shall be offered an opportunity to request additional leave.
- 5.6.7. When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of his/her position, the unit member shall be placed either in another position or on a reemployment list for a period of thirty-nine (39) months. If during this time the unit member becomes medically able, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations. An unit member who has been placed on a reemployment list and has been medically released for return to duty, but fails to accept an appropriate assignment, shall be dismissed.
- 5.6.8. Any unit member receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 5.6.9. During this leave, the unit member may return to his/her position without suffering any loss of status or benefits. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

5.7. Bereavement Leave

- 5.7.1. A unit member shall be entitled to a leave of absence not exceed five (5) days, or seven (7) days if travel over two hundred (200) miles is required, on account of the death of any member of the unit member's immediate family. The amount of such leave shall be determined by the Superintendent /designee and will not be deducted from the unit member's sick leave or other leave granted by the Board.
- 5.7.2. "Member of the immediate family" as used in paragraph 5.18.1, means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the family, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the member, step parent/brother/sister, domestic

partner, aunt, uncle, niece, nephew, or any individual living in the immediate household of the member.

5.7.3. Any unit member, upon request to the Superintendent, will be allowed a half-day (1/2) to attend funerals other than for members of the immediate family, without loss of pay.

5.8. Legal Necessity Leave

5.8.1. Leave of absence shall be granted to unit members to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reason not brought about through the connivance or misconduct of the member.

5.8.2. If a unit member is necessarily absent because of service of jury, no deduction will be made from the member's salary. The member will be granted pay up to the amount of the difference between the member's regular earnings and any amount he/she receives for jury or witness fee.

5.9. Family Leave. The purpose of this section is provision of the rights afforded unit member under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act. It is agreed that there is no intent to improve upon the benefits of the Acts and that any questionable interpretations of the language found in this section should be resolved through reference to the specific language contained within the Acts, except all permanent unit members shall be eligible regardless of hours worked.

5.9.1. Definitions: Child: biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under eighteen years old or is an adult dependent child.

5.9.2. Parent: Biological, foster, or adoptive parent, step-parent, or parent or an individual who stood in loco parentis to an unit member when the unit member was a child; does not include in-laws.

5.9.3. Serious health condition: Illness, or injury, impairment, or a physical or mental condition that requires inpatient care of a continuing treatment by a health care provider.

5.9.4. A unit member may elect to use all or a portion of accrued paid leave prior to using Family Leave for up to twelve (12) weeks within a twelve (12) month period. Leaves may be continuous, intermittent, or accomplished through a reduced work schedule provided they do not unduly disrupt the District's operation.

5.9.5. Family leaves may be taken for the following reasons:

- (i) the birth or adoption of a child;
- (ii) placement of a child for adoption or foster care;
- (iii) care for a seriously ill spouse, child or parent of the unit member;
- (iv) serious health condition which renders the unit member unable to perform job functions.

5.9.6. When possible the unit member will give the District at least thirty (30) days notice prior to the taking of leave.

- 5.9.7. The unit member will make a reasonable effort to schedule any treatment at a time that does not unduly disrupt the District's operation.
- 5.9.8. During the leave the District will continue to provide health and welfare benefits consistent with Article 4 of this Agreement.
- 5.9.9. The request for leave to care for self, child, spouse, parent, or with a serious health condition will be supported by a certification from the health care provider of the person requiring care; the unit member will provide certification form his/her health care provider that he/she is able to resume work.
- 5.9.10. Upon return from leave the unit member will be restored to the same position he/she held prior to leave.

5.10. Association Leave

- 5.10.1. The president of the Association or his/her designee may be granted a total of seven (7) days of paid leave each year for the purpose of conducting Association business, provided that the Association reimburses the District for the actual cost of the substitute provided. The president or his/her designee shall be excused from the school duties for purposes of this leave upon two (2) days' advance notification to the Superintendent by the Association. Upon request by the president or his/her designee, the Superintendent may reduce this advance notice requirement.
- 5.10.2. One (1) unit member who is an Association State Representative shall be granted leave of absence up to five (5) days per year, exclusive of days to attend the Association's annual conference.
- 5.10.3. One (1) Association unit member shall be granted leave of absence to attend the Association's annual conference.

5.11. Vacations

- 5.11.1. **Vacation Accrual.** Unit members shall receive vacation credit at the rate of one (1) day of annual leave with pay for each full month of employment. One (1) half-day of annual leave shall be granted for each additional half-month of employment of major fraction thereof. No vacation leave may be taken during the first six (6) months of employment with the District. Members who work less than eight (8) hours per day shall receive vacation allowance prorated on the basis of an eight (8) hour day.
 - (i) After five (5) years of service, unit members employed full-time shall receive 1.25 days vacation for each month of employment, beginning with the first month of the sixth year.
 - (ii) After nine (9) years of service, unit members employed full-time shall receive 1.416 days of vacation for each month of employment, beginning with the first month of the tenth year.
 - (iii) After ten (10) years of service, unit members employed full-time shall receive 1.5 days of vacation for each month of employment, beginning with the first month of the eleventh year.

- (iv) After thirteen (13) years of service, unit members employed full-time shall receive 1.583 days of vacation for each month of employment, beginning with the first month of the fourteenth year.
- (v) After fifteen (15) years of service, unit members employed full-time shall receive 1.667 days of vacation for each month of employment, beginning with the first month of the sixteenth year.
- (vi) After eighteen (18) years of service, unit members employed full-time shall receive 1.75 days of vacation for each month of employment, beginning with the first month of the nineteenth year.
- (vii) After twenty (20) years of service, unit members employed full-time shall receive 1.833 days of vacation for each month of employment, beginning with the first month of the twenty-first year.

5.11.2. Vacation Scheduling.

- (i) Unit members working year round for the district may schedule vacations at any time during the year provided their supervisor approves the request and the district work requirements permit such release.
- (ii) Scheduling of vacations shall take place between the unit member and his/her immediate supervisor. If due to district man power needs not all vacation requests for a particular time period can be approved, then the senior unit member shall be granted the vacation. However, no senior unit member may displace a junior unit member's previously scheduled vacation.
- (iii) The District will provide a Scheduling Matrix available in late December for distribution. The month of January shall be the selection period for vacation time during the summer months with a return to immediate supervisor on or before January 31. The District shall provide a response to all unit members before February 15

5.11.3. Vacation Cash Payment.

- (i) Unit members may elect to receive cash payment for unused vacation time as follows:
 - (1) At least 10 years of employment with the District: Up to five (5) days
 - (2) At least 15 years of employment with the District: Up to ten (10) days
- (ii) Unit members must request cash payment by May 30. Payment will be made by June 30.

5.11.4. Holidays. If one or more holidays fall within a scheduled vacation period, such holiday(s) shall not be deducted from the unit member's vacation.

5.11.5. Interruption of Vacation. A unit member shall be permitted to interrupt or terminate an approved vacation in order to begin paid leave provided for in this Agreement without a

return to active service. The District reserves the right to request and receive additional documentation verifying the necessity of the interruption or termination.

5.11.6. **Advanced Vacation.** At the beginning of the fiscal year, the District shall advance each permanent unit member his/her full annual vacation entitlement. Advanced vacation may be used prior to earning such days. If a unit member leaves district employment having used unearned vacation days, the district shall reduce the final pay check by the amount of overpayment.

5.11.7. **Earned Vacation Carryover.**

- (i) The maximum number of earned and accumulated vacation days an unit member may carry over into the next fiscal year shall be equal to the number of days the unit member is eligible to earn in the current fiscal year.
- (ii) An unit member that has carried over the maximum number of earned and accumulated vacation days shall not earn additional days until such time as the unit member's earned vacation balance is below the maximum. Advanced (unearned) vacation days shall not be counted towards the maximum.
- (iii) In addition to the carryover days in 5.11.7(i), twelve-month unit members may carry over vacation credit to the following year to the extent that they are denied the opportunity to take their vacation during the year.

5.11.8. **Vacation Pay Upon Separation.** Upon separation of employment, vacation time accrued in the current year and not used shall be paid at the regular salary rate for the unit member.

5.12. **Unpaid Military and Personal Leave**

5.12.1. **Military Leave:** In accordance with the Education Code, military leave of absence shall be granted to members inducted into military service or serving on active service with the Reserves or National Guard. Members who are inducted into military service and those who have served in the Armed Forces of the United States of America shall receive credit for such service if the service is or was performed after the member's actual employment in the District had begun. Each year of military service is to be recognized as a year of District service. Any unit member who has been placed on the salary schedule in accordance with a previous salary schedule provision which recognized military service, no matter when it was performed, shall be advanced on the salary schedule without penalty.

5.12.2. **Personal Leave:** An unpaid leave of absence may be granted to a member on request, for personal reasons, when, in the judgment of the Superintendent, the granting of such leave is in the best interest of the members and/or the District. Personal leave shall not be granted for a consecutive period of more than one (1) year.

5.13. **Return from Leave**

5.13.1. Unit members on leave (other than vacation) thirty (30) work days or less shall normally be returned to the same position.

- 5.13.2. A unit member returning from leave (other than vacation) of more than thirty (30) days shall be assigned by the Superintendent in the manner which best meets the District's needs, but first consideration shall be given to the placement of the member in the assignment held immediately prior to the commencement of the leave. If this is not appropriate, every reasonable effort will be made to place the unit member in an assignment similar to the one held prior to the commencement of the leave, unless the unit member requests otherwise.
- 5.13.3. Members who fail to return from leave on the date agreed upon shall be considered to have resigned unless an extension has been requested of and granted by the Board or any emergency situation prevents notification.

ARTICLE 6

TRANSFER

- 6.1. Transfer shall be defined as a permanent change in the job site, but not job classification or salary. A voluntary transfer is a transfer initiated at an unit member's request. An involuntary transfer is a transfer initiated at the request of the District. Unit members selected for involuntary transfer shall not be involuntarily transferred again for two (2) years.
 - 6.1.1. An opening is a unit position to be filled at a particular job site after all administrative transfers have been made.
 - 6.1.2. Transfers shall be granted based on classification seniority.
 - 6.1.3. Notices of openings and vacancies shall be posted no less than seven (7) working days, in the district office and at work locations in the district. This requirement may be shortened by mutual consent of the Association and District.
 - 6.1.4. A unit member may be transferred at his/her request or for the good of the service from one job site to another at the discretion of the Superintendent of his/her designee.
 - 6.1.5. A unit member who desires a transfer shall make such request in writing to the Assistant Superintendent stating the job sites preferred and the reasons prompting such request. A probationary member may not request a transfer.
 - 6.1.6. Whenever a unit member is involuntarily transferred, that member shall be given ten (10) days notice prior to the effective date of transfer. However, the operation of this section shall not preclude the assignment of the unit member to be transferred to the position on a temporary basis.
 - 6.1.7. A unit member who receives a notice of involuntary transfer may request a review by the Assistant Superintendent of the appropriateness of the transfer. Such review shall normally be held prior to the effective date of the transfer. At the time of the review the unit member will be give the reason for the transfer.
 - 6.1.8. A transfer shall not change a unit member's anniversary date, or accumulated vacation credit.

ARTICLE 7

BARGAINING UNIT VACANCIES

- 7.1. **Posting of Notice.** Notice of all job vacancies shall be posted on designated bulletin boards at each District job site. The notice shall remain posted for a period of no less than seven (7) working days, during which time unit members may apply for the vacancy. Any unit member who desires to receive job postings over summer recess will return a District form requesting notification before the last day of the school year. During the summer postings shall be kept open for ten (10) days.
- 7.2. **Notice of Contents.** The notice shall include the job title, a brief description of the position and duties; minimum qualifications required for the position, assigned job site(s); number of hours per day; regular assigned work shift times; days per week and months per year assigned to the position; salary range, the deadline for filing an application for the position and a statement, "All Internal bargaining unit applicants shall be offered an interview appointment."
- 7.3. **Filing.** Any unit member in the bargaining unit may file for the vacancy by submitting written notice to the personnel department within the filing period. Any unit member on a paid or unpaid leave or vacation may authorize his/her job representative to file in the unit member's behalf.
- 7.4. **Order of Filing Vacancies**
- 7.4.1. Vacant positions shall be filled in the following order:
- (i) Transfer (by classification seniority and provided that transfer applicants have more seniority than laid off unit members within the same classification.)
 - (ii) Return from Layoff.
- 7.4.2. All internal bargaining unit applicants shall be offered an interview appointment.

ARTICLE 8

PROMOTION

- 8.1. **First Consideration/Promotional Order.** The District encourages its bargaining unit members to apply for promotional positions. A position shall be deemed a promotion for an unit member if it requires placing the individual in a higher classification. The District will guarantee an interview to any bargaining unit member who meets the qualifications for the position. If candidates for a position are substantially equally qualified, the bargaining unit member will be promoted. A unit member who is not promoted may request a meeting to discuss the District's decision.
- 8.2. **Step Placement.** Unit members who are promoted shall be placed on the lowest step of the new range that is equal to or greater than the unit member's then current pay rate.
- 8.3. **Salary Advancement Date.** The date for salary advancement to the next step of the new Classification shall be the original date of hire in the District.
- 8.4. **Promotion Probation.** When a permanent unit member is promoted to a new classification, he or she shall be considered in probationary status for a period not to exceed three (3) months. During the three (3) months probation, the promoted unit member may be returned to his/her former position without resorting to the disciplinary procedure if performance in the new classification is inadequate.

ARTICLE 9

EVALUATION PROCEDURES

9.1. Evaluation

- 9.1.1. Unit members who are probationary unit members shall normally be evaluated at the end of the second month and prior to the end of the probationary period.
- 9.1.2. Unit members who are permanent unit members shall normally be evaluated at least once every year.
- 9.1.3. The evaluator shall discuss the evaluation with the member unless circumstances exist which preclude this discussion. The member shall sign an acknowledgement of receipt of the evaluation and be give a copy. The member's signature does not necessarily indicate agreement. Any overall negative evaluation shall contain specific recommendations for improvement.
- 9.1.4. Materials in personnel files of members are to be made available for the inspection of the member involved. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the member involved. Such review shall take place during normal business hours, and members shall be released from duty for this purpose without salary deduction. Information of a derogatory nature shall not be entered or filed unless and until the member is given notice and an opportunity to review and comment thereon. Within ten (10) days the member may respond to the evaluation and have those comments attached. The evaluation shall be placed in the file at the conclusion of the ten (10) day period.
- 9.1.5. Every member shall have the right to inspect his/her personnel file upon request provided that the request is made at a time when the unit member is not actually required to render services to the District.
- 9.1.6. A member's job representative may examine the member's file provided he/she has a recent written authorization signed and dated by the member.
- 9.1.7. Any District employee who prepares materials for placement in a member's file shall sign and date the material.
- 9.1.8. The District shall maintain a log of those individuals who were granted access to personnel records and shall date materials for placement upon receipt.
- 9.1.9. If a unit member disagrees with his/her evaluation or personnel file content, he/she may request a review by the Superintendent or his/her designee. Upon receipt of the request the Superintendent or designee (other than the evaluator) shall meet with the unit member and conduct a review. Following the review the Superintendent or designee shall issue a determination including what materials shall be included or excluded from the official personnel file. The determination of the Superintendent or designee is final.

ARTICLE 10

SAFETY

10.1. **Safety.** Unit members shall not be required to work under conditions which endanger their health or safety unless the unit member(s) have been designated as an "Emergency Service Worker" pursuant to applicable law by an entity authorized to make this designation. The District shall provide training on the duties and responsibilities of "Emergency Service Workers."

10.1.1. Any accident to a unit member during his/her hours of employment by the District must be reported to the principal or department supervisor. Accident shall be reported immediately, for the protection of the member and the District.

10.1.2. A safety committee composed of two members appointed by the Association and two members appointed by the Superintendent or his/her designee shall be established to make recommendations to the Superintendent concerning safety conditions of employment.

10.1.3. No unit member shall be required to lift a child weighing more than forty (40) pounds without proper training from a licensed, qualified healthcare professional.

ARTICLE 11

ORGANIZATIONAL SECURITY

- 11.1. **Seniority List.** The District shall deliver to the Chapter President an updated seniority list on or before December 1 annually. The seniority list will contain the date of hire within each classification.
- 11.1.1. Within thirty (30) days of final ratification the District will provide without charge each unit member a copy of this agreement. Unit member hired after execution of this Agreement will be provided with a copy upon employment.
- 11.2. **Payroll Membership Dues.** The District will deduct from the pay of current Association member and pay the Association the normal and regular monthly membership dues as voluntarily authorized in writing by the unit member on the appropriate Association form subject to the following conditions:
- 11.2.1. Such deductions shall be made only upon submission of the Association form to the designated representative of the District duly completed and executed by the unit member.
- 11.2.2. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period following the pay period in which the request for dues deduction, or change thereof, is made.
- 11.2.3. All unit members in the District service on the date of this Agreement, who voluntarily are, or who voluntarily become, members of the Association following the date of the signing of this Agreement, shall, as a condition of their continued employment, remain members of the Association during the term of this Agreement.
- 11.2.4. Unit members shall have withheld from each month's salary, beginning with each new unit member's first full calendar month of employment, either the dues or service fee established by the CSEA Dues Schedule. Unit members terminating employment with the District shall have the full monthly dues or fee withheld if they were paid on status for half the workdays in the month. No fees or dues shall be withheld in the final month of employment if the terminating unit member is on a paid status fewer than half the workdays of the month.
- 11.2.5. The parties agree that each unit member in the bargaining unit shall contribute toward the cost of the administration of this Agreement by the Association and for the representation of employees in the bargaining unit by the Association. In the event any unit member covered by this agreement fails to render periodic dues or services fees, the Association shall, as the remedy, file a court action against the unit member for the amount of the unpaid dues or fee.
- 11.2.6. The parties agree that the sole responsibility for enforcement of this article shall be borne by the Association.

11.2.7. Any unit member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization except that once unit member has submitted evidence to the Association which proves that he/she sincerely holds such beliefs will be allowed in lieu of a service fee, to pay an amount equal to such service fee either to a nonreligious, non-labor organization, or charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by such unit member from the following:

- CSEA Chapter #139 Scholarship Fund
- American Cancer Society
- American Heart Association
- Other organization meeting 501c(3) which is mutually agreeable to the District and the Association

11.2.8. Such money shall not be used by the Association for any other purpose and shall be considered as a total fulfillment of the membership requirements of this Article.

11.3. **Indemnification.** The Association agrees to hold harmless, and indemnify and defend the District from any and all liability arising out of any moneys paid by the District to the Association or any action taken by the District pursuant to this Article.

11.4. **District Services.** The Association shall have the right to use without charge equipment and facilities, when not otherwise in use, at reasonable times for the purposes of processing grievances and matters relating to meetings and negotiating, provided advance permission has been secured from the Superintendent or his/her designee.

ARTICLE 12

GRIEVANCE PROCEDURE

As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which from time to time, arise. The proceedings used to effect a solution shall be kept as informal and confidential as may be appropriate at any level of the procedure.

12.1. **Definitions:**

12.1.1. "Grievance" is a claim by one or more unit members of an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement which directly affects the grieving unit member(s). The right of the Association to be a grievant is limited to those circumstances in which the Association files on behalf of the unit member(s) asserting a grievance or regarding provisions of the Agreement delineating rights reserved exclusively to the Association.

12.1.2. A "group grievance" may be filed on behalf of more than one specifically named unit member.

12.2. The grievance procedure does not apply to and a grievance cannot be over:

12.2.1. Any proceedings for the discipline of or dismissal of permanent classified unit members or the release/nonelection of probationary classified unit members pursuant to the provisions of the Education Code (i.e., six (6) month inhere probation).

12.2.2. Any proceeding for layoff.

12.2.3. The content of evaluation of members of the Association (as opposed to alleged violation, misinterpretation, or misapplication of procedural matters).

12.2.4. The content of reprimands of members of the Association (as opposed to alleged violation, misinterpretation, or misapplication or procedural matters) unless the reprimand leads to suspension without pay.

12.2.5. Any proposal for expenditure of funds beyond the obligations contained in this Agreement.

12.3. "Grievant" is any unit member of the District covered by the terms of this Agreement. Persons who can file a grievance shall be (1) an individual unit member, or (2) a group of unit members with the same complaint.

12.3.1. The Association may be a grievant on behalf of named unit member(s) asserting a grievance or regarding provisions of the Agreement with the same complaint.

12.3.2. "Party in Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

12.3.3. "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to administer grievances.

- 12.3.4. "Day" is defined as a day the District Office is open for business, excluding winter and spring breaks.
- 12.3.5. "Filed", as used in this Article, or any other term used to denote a deadline for utilizing this grievance procedure, means the date of mailing if sent by registered or certified mail or the date marked "received" by the addressee if sent by first-class mail or personally delivered.
- 12.4. **Informal Level.** Before filing a formal grievance, the grievant(s) shall attempt to resolve it by an informal conference with his/her/their immediate supervisor.
- 12.5. **Level 1 - Immediate Supervisor.** Within fifteen (15) days after the recognition of an act of omission giving rise to the grievance, the grievant(s) must present his/her/their grievance, in writing, on the appropriate form to his/her/their immediate supervisor, with a copy sent to the Superintendent. This account shall be a clear, concise statement of the grievance, the section of the Agreement claimed to have been violated, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought. Within ten (10) days after receiving the grievance, the supervisor shall communicate his/her intended decision and its reason in writing to the grievant(s) with a copy for the Association, unless confidentiality has been specifically requested by the grievant(s). Within the above time limits either party may request a personal conference. If the supervisor does not respond within the time limit, the grievant(s) may appeal to the next level.
- 12.6. **Level 2 – Superintendent/Designee.** If the grievant(s) is/are not satisfied with the written decision at Level 1, he/she/they may file the grievance, in writing, with the Superintendent/designee within ten (10) days after the written response from the immediate supervisor was due. This statement, written on the appropriate form shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal at Level 2. Within ten (10) days of receiving the grievance, the Superintendent/designee shall meet with the grievant in an effort to resolve the grievance. A written decision and its rationale regarding the grievance shall be delivered to the grievant and the Association no later than ten (10) days after this meeting.
- 12.7. **Level 3 – Mediation.** If the Association is not satisfied with the decision of the superintendent/designee, the Association may, within ten (10) days of receipt of the decision (or if no decision is received within ten (10) days after the decision was due), request in writing that the dispute be submitted to mediation. Upon receipt of the request, the parties shall ask that the State Conciliation Service assign a mediator. The mediation shall be scheduled as soon as practicable.
- 12.8. **Level 4 – Arbitration.** If the grievance is not resolved through mediation at level 3, the Association may, within ninety (90) calendar days of the conclusion of mediation, request in writing that the dispute be submitted to arbitration. Upon receipt of the request, the parties may mutually agree on an arbitrator or request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service in accordance with SMCS procedures.
- 12.8.1. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and by the Association. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence on the issue(s) submitted to him/her. If the parties cannot agree upon a submission

agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

- 12.8.2. Within thirty (30) days after conclusion of the hearing, the arbitrator shall render an award in writing to the parties in interest. Such award shall be binding on all parties in interest.

12.9. **Limitations of the Arbitrator**

- 12.9.1. The arbitration procedure does not apply to any of the provisions identified in paragraph 12.2.3. under "Definitions" as being excluded.
- 12.9.2. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to charge what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.
- 12.9.3. No proposed remedy of the arbitrator shall apply more than twenty (20) working days prior to the filing of the written grievance.
- 12.9.4. Arbitrators may not award remedies which require a direct money payment (payout) by the District of more than five thousand dollars (\$5,000) to the grievant or other unit members similarly situated even if they were not grievants. In cases where the potential aggregate award exceeds five thousand dollars (\$5,000), the grievant or Association may seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization/exhaustion of the grievance procedure in such cases.
- 12.9.5. The grievance procedure may not be utilized to challenge or change policies of the District as set forth in the Board policies, administrative regulations, and procedures. Challenges to such matters must be undertaken under separate legal processes.
- 12.9.6. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

12.10. **General Provisions**

- 12.10.1. The grievant may be represented at each step of the grievance procedure by the Association. Designation of representatives shall be in writing. Such designations shall be entered on the grievance form at Level 1, paragraph 12.4.
- 12.10.2. Time limits may be reduced or extended by written, mutual agreement. Time limits for appeal provided in each level shall begin the day following the receipt of the written decision by the grievant.
- 12.10.3. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given by the preceding step.
- 12.10.4. If it appears that an alleged violation of the Agreement affects a group of unit members, the Superintendent and the unit members may agree to process the grievance beginning at Level 2 or 3 (paragraphs 12.5 and 12.6).
- 12.10.5. No reprisal of any kind shall be taken by the District against unit members involved in grievance processing.

- 12.10.6. No records dealing with the processing of a grievance shall be kept in the personnel files of any member of the unit.
- 12.10.7. Efforts shall be made to resolve a grievance(s) before the closing of the current school year. This provision is limited to those factors over which the grievant(s) and the District have direct and substantial control.
- 12.10.8. Grievances involving an action by an administrator above the level of principal or manager by be filed at Level 2 (paragraph 12.5)
- 12.10.9. If the Association and the superintendent/designee agree in writing, the grievance may be brought directly to arbitration.
- 12.10.10. A grievance may be withdrawn at any level without establishing a precedent.

ARTICLE 13

PROGRESSIVE DISCIPLINE

- 13.1. **Definition of Disciplinary Action.** Permanent unit members shall be subject to disciplinary action only for "just cause" which shall be defined as reasonable grounds. The provisions of this Article shall not apply to probationary unit members.
- 13.1.1. Dismissal: Removal from the employment of the District
 - 13.1.2. Suspension: Temporary removal from service for a specified period without pay.
 - 13.1.3. Involuntary Demotion: Placement in a lower classification without the unit member's written consent.
 - 13.1.4. A change of assignment whereby a unit member is involuntarily deprived of any classification or any incident of any classification in which he/she had permanence, except as a result of a lay off for lack of work or lack of funds.
- 13.2. **Causes for Disciplinary Action.** Disciplinary action may be taken for any of the following causes:
- 13.2.1. Unauthorized absence.
 - 13.2.2. Commitment or conviction of any criminal act, whether a misdemeanor or felony. As used herein, conviction means a plea or verdict of guilty or finding of guilt by a court in a trial without a jury or plea.
 - 13.2.3. Failure to adequately perform the requirements of the position held.
 - 13.2.4. Failure to comply with contractual conditions of employment.
 - 13.2.5. Insubordination.
 - 13.2.6. Disorderly or immoral conduct.
 - 13.2.7. Intoxication or use of intoxicants while on the job.
 - 13.2.8. Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.
 - 13.2.9. Physical and/or mental inability to perform assigned duties.
 - 13.2.10. Neglectful or willful damage to public property or waste of public supplies or equipment.
 - 13.2.11. Habitual absenteeism.
 - 13.2.12. Falsifying any information submitted to the District.
 - 13.2.13. Dishonesty.
 - 13.2.14. Violation of any lawful regulation of the District or reasonable order of a supervisor.

- 13.2.15. Inability to work with others to the detriment of the District.
- 13.2.16. Abandonment of position.
- 13.2.17. Discourteous, offensive or abusive treatment of the public, other employees or pupils.
- 13.2.18. Failure to maintain licenses or certificates required for the position by law, District policy or job description.
- 13.2.19. Misappropriation of District funds or property.

13.3. **Disciplinary Procedures**

- 13.3.1. Progressive Discipline: Except in those situations where immediate disciplinary action is justified, disciplinary action will not be initiated unless and until warnings have been issued to correct a problem leading up to the use of the disciplinary procedure. Such warnings will state the nature of the problem to be corrected and a specific time period given within which to correct the problem without incurring disciplinary action. The warning shall also include the disciplinary action that will be recommended if the problem is not corrected.
- 13.3.2. The number and nature of warning(s) will depend upon the seriousness of the offense. The normal process would include initially a verbal warning; second instance a memo; third instance a memo with a copy to the personnel file which includes (a) the nature of the problem, (b) specific time period to correct the problem if relevant, (c) a history of prior warnings if relevant, and (d) possible disciplinary action to be taken if the problem is not corrected.
- 13.3.3. Written Notice: An unit member against whom disciplinary action is taken shall be informed of the following in writing, either in person or by certified/registered mail to the last known address:
 - (i) Statement of Charges: A statement of the specific charges against the unit member shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made for acts and omissions which occurred prior to the unit member's becoming permanent not more than two (2) years prior to the filing of this statement or charges, unless such facts were concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District. (EC 45113)
 - (ii) Right to Hearing: The unit member may request a hearing in writing, either by mail or personal delivery, within five (5) business days after service of the statement of charges. A card or letter shall be provided to the unit member, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within five (5) business days, the disciplinary action shall be effective to the date set forth in the written notice.
 - (iii) Access to Material: The unit member may, upon request, have copies of the material upon which the charges are based.

- (iv) Representation: The unit member has a right to have a representative of the unit member's own choice at all stages of this procedure.

13.3.4. Pre-Disciplinary Hearing. An unit member who has received notice of proposed disciplinary action pursuant to paragraph 13.3.3 above shall be informed of his/her right to respond to the charges either orally or in writing to the superintendent or designee, prior to the imposition of discipline.

13.4. **Formal Hearing**

- 13.4.1. Scheduling of Hearing. A formal hearing shall be held within a reasonable period of time after the filing of a request for a hearing.
- 13.4.2. Failure to Request a Hearing. If the unit member does not request a hearing within five (5) days following receipt of the charges, disciplinary action may be taken without a hearing.
- 13.4.3. Representation at a Hearing. The unit member may be represented at the hearing by a representative of his/her choice.
- 13.4.4. Use of Evidence at a Hearing. Technical rules of evidence shall not apply at the hearing.
- 13.4.5. Conduct of Hearing. Upon the unit member's request a hearing for a suspension, demotion or dismissal shall be conducted by the Board of Trustees. The hearing shall be in Closed Session unless the unit member makes a written request for a public hearing at least five (5) days prior to the hearing. The Board of Trustees may deliberate in the absence of the unit member and the administration. The decision of the Board of Trustees shall be final and binding. In lieu of a hearing before the Board of Trustees, the District may use a hearing officer to conduct the hearing and make a recommendation to the Board of Trustees.
- 13.4.6. Right to Testify and Call Witnesses. The unit member shall have the right to personally appear and testify, to call witnesses and to cross-examine witnesses called by the administration.

13.5. **Disciplinary Settlement.** A disciplinary settlement may be reached at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. A unit member offered such a settlement shall be granted reasonable time to accept or reject such disciplinary settlement.

ARTICLE 14

NO DISCRIMINATION

The parties agree that unit members shall not be favored or discriminated against in wages, hours, or other terms and conditions of this Agreement because of their affiliation or non-affiliation with the Association or their exercise of rights guaranteed herein.

ARTICLE 15

PROFESSIONAL COURTESY

(Concerns by Unit Members Regarding Supervisors or Other District Employees)

15.1. **Informal Level**

- 15.1.1. A unit member who has a concern regarding an action by a District supervisor other District employee (unit member or certificated) shall, as a matter of professional courtesy, first address such concern with the individual employee who shall respond as soon as practicable by discussing the matter with the unit member, seeking a mutually acceptable solution.
- 15.1.2. Such an attempt at resolution shall normally take place within ten (10) working days of the issue giving rise to the concern or unit member awareness of the issue giving rise to the concern.

15.2. **Assistance by Immediate Supervisor.** In the event there is no mutually acceptable solution or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to the employee's immediate supervisor.

- 15.2.1. The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution.
- 15.2.2. If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an association representative may be present.

15.3. **Assistance by the Superintendent.** In the event resolution of the problem is not achieved at the immediate supervisor level, the unit member may request, in writing, a meeting with the Superintendent. The request should include:

- 15.3.1. The specific nature of the concern and a brief statement of the facts giving rise to it.
- 15.3.2. The nature and extent of the adverse effect of the situation giving rise to the concern.
- 15.3.3. A brief summary of the results of prior meetings, the specific action which the unit member wishes taken, and the reasons why it is felt that such action should be taken.

15.4. **Investigation with Resolution.** If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken. Once the issue is resolved the unit member will make every effort to resume a professional relationship absent further references to the problem unless it recurs.

15.5. **Investigation without Complaint Resolution.** If the matter is unresolved the unit member should contact his/her Association representative.

15.6. **Confidentiality.** All information or proceedings regarding any concern shall be kept confidential by the District and the unit member, shared only on a need to know basis. All information or proceedings regarding the handling of any concern shall be kept confidential by the unit member, shared only on a need to know basis.

ARTICLE 16

LAYOFF

- 16.1. **Layoff Defined.** The term "layoff" as used herein shall include a termination from service, or a reduction in hours of employment, or any assignment to a grade or class lower than that in which the unit member has permanence, for reasons noted below.
- 16.2. **Basis for Layoff.** Classified unit members shall be subject to layoff or reduction in hours of employment for lack of work, lack of funds, or by reason of the expiration of specially funded programs.
- 16.2.1. Classified unit members are subject to layoff for lack of work on the basis of a bona fide reduction or elimination of services being performed by any department.
- 16.2.2. Nothing in this policy shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice otherwise required herein for layoff.
- 16.3. **Order of Layoff.** Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by the length of service. The unit member, who has been employed for the shortest time in the class, plus higher classes, shall be laid off first. Reemployment in the class shall be in reverse order of layoff.
- 16.4. **Seniority.** Seniority shall be determined by the unit member's date of hire.
- 16.5. **Notice of Layoff.** General: A layoff notice shall contain:
- A statement of the effective date of layoff
 - A statement of the unit member's displacement (bumping) rights, if any
 - A statement of the unit member's reemployment rights
- 16.5.1. The notices shall be delivered personally to the unit member or mailed by certified or registered mail to the unit member at his/her last known address, not less than forty-five (45) days prior to the effective date of layoff. No notice shall include less than fifteen (15) days in paid status.
- 16.5.2. **Specially Funded Programs.** When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of the school year, and classified unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before April 29th informing them of their layoff effective at the end of such a school year, and of their displacement rights and reemployment rights. If the termination date of any specially funded program is other than June 30, such notice will be given not less than forty-five (45) days prior to the effective date of the layoff.

- 16.6. **Election of Retirement – Reemployment Rights.** Any unit member laid off due to lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on the appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work or funds. If the unit member is offered and accepts in writing, an appropriate vacant position, the District will maintain the vacancy until the Board of Administration has properly processed the unit member's request for reinstatement from retirement.
- 16.7. **Reemployment Rights.** A unit member laid off because of lack of work or lack of funds is eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition such persons shall be entitled to promotional placement in positions for which they qualify during the thirty-nine (39) month period. Unit members who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff or to remain in their present positions rather than to be reclassified or to be reassigned, shall have the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months, provided that the same qualifications for appointment to the class shall still apply. Unit members who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff, shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time, as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
- 16.7.1. If in order to avoid interruption of employment, a unit member voluntarily consents to a demotion in lieu of layoff, that action shall be considered a layoff.
- 16.7.2. A unit member laid off in one position may move to another position in the same classification at the election of the unit member, if his seniority is greater than the unit member presently serving in that classification.
- 16.7.3. A unit member laid off in one position may move to another vacant position in an equal classification within the job family, provided that the unit member meets the qualifications for the position required of an outside applicant.
- 16.7.4. Unit members who wish voluntary demotions, in lieu of layoff, to classes not previously held may, upon approval by Board, be reclassified to vacant positions for which they qualify.
- 16.7.5. A unit member laid off in one classification, who previously held permanence in a lower classification, may move into the lower classification if his seniority is greater than any unit member presently serving in that classification and the Board of Trustees agrees to such action.
- 16.7.6. A unit member bumped from his/her classification shall have the same rights as other laid off unit members.
- 16.7.7. If two (2) or more unit members subject to layoff have equal seniority in a class, the determination as to who will be laid off will be made on the basis of the greater hire date in the District, and if that be equal, the determination shall be done by lot.

- 16.8. **Notification of Opening.** Any unit member who is laid off or retired in lieu of layoff and is subsequently eligible for reemployment shall be notified by the District via certified mail and phone message. The unit member shall have fourteen (14) calendar days to respond to the offer of reemployment from the date of the mailing. The unit member shall be responsible to notify the District of his/her current address and phone number.
- 16.9. **Recall.** Vacancies within a class for which a reemployment list exist shall be filled from the list after transfers have been permitted but prior to other employment actions.
- 16.10. **Benefits for Laid Off Employment.** Benefits of any laid off unit member shall include but not be limited to the following:
- 16.10.1. The member shall be entitled to pay, including vacation pay and earned wages. Such pay shall be issued no later than ten (10) working days after the last day in his/her work assignment. Such shall be paid only when the member is to be separated from the District as a result of a layoff.
- 16.11. **Miscellaneous Items Regarding Effects of Layoffs**
- 16.11.1. Unit members subject to layoff shall receive first priority employment as "substitute" employees as the need arises.
- 16.11.2. Unit members subject to layoff shall be authorized to utilize up to eight (8) days of accrued sick leave for the purpose of seeking outside employment.
- 16.11.3. The District shall not transfer the work of laid off bargaining unit members to any other bargaining unit classifications.
- 16.11.4. The District shall not increase the workload of bargaining unit members as the result of the layoff of classified unit members or other District employees.
- 16.11.5. The District shall not subcontract the work performed by laid off unit members.
- 16.11.6. The District shall not transfer work previously performed by laid off unit members to volunteers, pursuant to Education Code Section 35021.

ARTICLE 17

EFFECT OF AGREEMENT

- 17.1. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning matters covered herein.
- 17.2. The parties agree that during negotiations which culminated in this Agreement each party enjoyed and exercised without constraint, coercion, intimidation, or other limitations, the right and opportunity to make demands or proposals and counter-proposals and that understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- 17.3. The parties agree therefore that the other shall not be obligated to meet and negotiate with respect to any subject matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge of either at the time they negotiated or signed this Agreement.
- 17.4. Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause shall be automatically deleted from this Agreement to the extent it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section, or Clause.

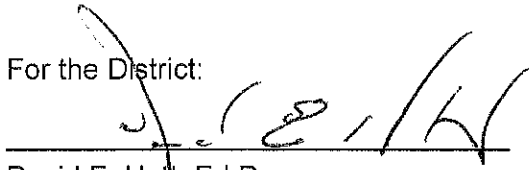
ARTICLE 18

DURATION

- 18.1. **Term.** This Agreement shall be effective July 1, 2011 and shall continue in effect up to and including June 30, 2014, and from year to year thereafter unless one party requests meeting and negotiating on a successor Agreement.
- 18.2. **Reopeners.** The parties agree to reopen negotiations for the fiscal years 2012-2013 and 2013-2014 on Article 2 – Wages, Article 4 – Health and Welfare Benefits and two (2) additional articles of each party's choosing.
- 18.3. **Calendar.** The District and CSEA will meet and negotiate the school calendar as soon as information on the new year becomes available.

Ratified and entered into this 9th day of November 2011.

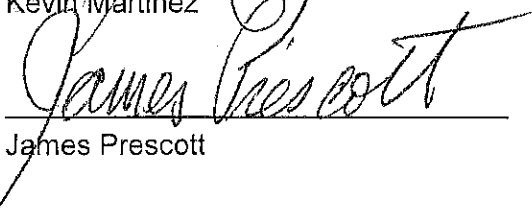
For the District:



David E. Hutt, Ed.D.



Kevin Martinez



James Prescott

For CSEA:



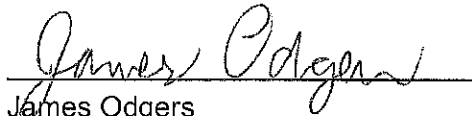
Gary Pettinari



Kathy Peckham



Elena Andrews



James Odgers

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LIST OF APPENDICES

- A. Salary Schedule
- B. Holidays
- C. Association Dues
- D. Health and Welfare Benefits
- E. Vacation
- F. Memorandum of Understanding – NCLB Requirement
- G. Memorandum of Understanding – Use of Excess Vacation

SAN BRUNO PARK SCHOOL DISTRICT - 2011-2012 CLASSIFIED SALARY SCHEDULE

EFFECTIVE 7/1/11		A	B	C	D	E	F
	CLASSIFICATION/TITLE	1ST 6 MO.	2ND 6 MO.	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
I	LEADPERSON-MAINTENANCE DESKTOP SUPPORT TECHNICIAN	3,806 (21.96)	3,996 (23.05)	4,196 (24.21)	4,406 (25.42)	4,626 (26.69)	4,742 (27.36)
II	LEADPERSON-CUSTODIAL	3,609 (20.82)	3,789 (21.86)	3,978 (22.95)	4,177 (24.10)	4,386 (25.30)	4,496 (25.94)
III	MAINTENANCE II	3,454 (19.93)	3,627 (20.93)	3,808 (21.97)	3,998 (23.07)	4,198 (24.22)	4,303 (24.83)
IV	PAYROLL CLERK	3,161 (18.24)	3,319 (19.15)	3,485 (20.11)	3,659 (21.11)	3,842 (22.17)	3,938 (22.72)
V	GARDENER II	3,117 (17.98)	3,273 (18.88)	3,437 (19.83)	3,609 (20.82)	3,789 (21.86)	3,884 (22.41)
VI	MAINTENANCE I WAREHOUSE/DELIVERY/GARDENER II CAFETERIA DELIVERY PERSON SCHOOL OFFICE MGR & PROGRAM SECTY	2,995 (17.28)	3,145 (18.14)	3,302 (19.05)	3,467 (20.00)	3,640 (21.00)	3,731 (21.53)
VII	CUSTODIAN ACCOUNT CLERK II DISTRICT RECEPTIONIST COORD. OF INSTR. MATRLS/MEDIA CTRS	2,924 (16.87)	3,070 (17.71)	3,224 (18.60)	3,385 (19.53)	3,554 (20.50)	3,643 (21.02)
VIII	ACCOUNT CLERK I	2,846 (16.42)	2,988 (17.24)	3,137 (18.10)	3,294 (19.00)	3,459 (19.96)	3,545 (20.45)
IX	GARDENER I BUS DRIVER II ASST. FOOD SERVICE DELIVERY PERSON	2,761 (15.93)	2,899 (16.73)	3,044 (17.56)	3,196 (18.44)	3,356 (19.36)	3,440 (19.85)
X	E.L.L. TUTOR AIDE PARENT LIAISON ATTENDANCE CLERK INSTRUCTIONAL AIDE - COMPUTER LAB. SPEC. ED. FULL INCLUSION AIDE	2,706 (15.61)	2,841 (16.39)	2,983 (17.21)	3,132 (18.07)	3,289 (18.98)	3,371 (19.45)
XI	SPEC. ED. PARAPROFESSIONAL INTERMEDIATE SCH. CAFE OPR. INTERMED SCH MEDIA CENTER CLERK	2,618 (15.10)	2,749 (15.86)	2,886 (16.65)	3,030 (17.48)	3,182 (18.36)	3,262 (18.82)
XII	BUS DRIVER I INSTRUCTIONAL AIDE INSTRUCTIONAL AIDE - BILINGUAL MEDIA CENTER AIDE PRESCHOOL INSTRUCTIONAL AIDE - BELLE AIR HEAD COOK IN-HOUSE SUSPENSION AIDE MINI-BUS DRIVER	2,498 (14.41)	2,623 (15.13)	2,754 (15.89)	2,892 (16.68)	3,037 (17.52)	3,113 (17.96)
XIII	DELIVERY PERSON,MAIL ASSISTANT COOK	2,326 (13.42)	2,442 (14.09)	2,564 (14.79)	2,692 (15.53)	2,827 (16.31)	2,898 (16.72)
XIV	SCHOOL CAFETERIA OPERATOR INTERMEDIATE SCH CAFE ASSIST. CLERICAL ASSISTANT PRESCHOOL CLERK - BELLE AIR	2,275 (13.13)	2,389 (13.78)	2,508 (14.47)	2,633 (15.19)	2,765 (15.95)	2,834 (16.35)
XV	CAFETERIA HELPER	2,076 (11.98)	2,180 (12.58)	2,289 (13.21)	2,403 (13.86)	2,523 (14.56)	2,586 (14.92)

Schedule is based on 8-hrs per day, 40-hrs per wk. Figures in () indicate hourly rate. Shift Differential \$.50/Hr After 5:00pm (2011-2012 0% Salary Increase; no change to H&W CAP)

**Last Salary Increase 7/1/07; Board Approved on 3/12/2008

SAN BRUNO PARK SCHOOL DISTRICT - 2011-2012 CLASSIFIED SALARY SCHEDULE

Effective 7/1/11 - Page 2		LONGEVITY ON					
		6 Years 3.0%	10 Years 6.0%	15 Years 9.0%	20 Years 12.0%	25 Years 15.0%	30 Years 18.0%
I	LEADPERSON-MAINTENANCE DESKTOP SUPPORT TECHNICIAN	4,884 (28.18)	5,027 (29.00)	5,169 (29.82)	5,311 (30.64)	5,453 (31.46)	5,596 (32.28)
II	LEADPERSON-CUSTODIAL	4,631 (26.72)	4,766 (27.49)	4,901 (28.27)	5,036 (29.05)	5,170 (29.83)	5,305 (30.61)
III	MAINTENANCE II	4,432 (25.57)	4,561 (26.31)	4,690 (27.06)	4,819 (27.80)	4,948 (28.55)	5,078 (29.29)
IV	PAYROLL CLERK	4,056 (23.40)	4,174 (24.08)	4,292 (24.76)	4,411 (25.45)	4,529 (26.13)	4,647 (26.81)
V	GARDENER II	4,001 (23.08)	4,117 (23.75)	4,234 (24.42)	4,350 (25.10)	4,467 (25.77)	4,583 (26.44)
VI	MAINTENANCE I WAREHOUSE/DELIVERY/GARDENER II CAFETERIA DELIVERY PERSON SCHOOL OFFICE MGR & PROGRAM SECTY	3,843 (22.17)	3,955 (22.82)	4,067 (23.46)	4,179 (24.11)	4,291 (24.75)	4,403 (25.40)
VII	CUSTODIAN ACCOUNT CLERK II DISTRICT RECEPTIONIST COORD. OF INSTR. MATRLS/MEDIA CTRS	3,752 (21.65)	3,862 (22.28)	3,971 (22.91)	4,080 (23.54)	4,189 (24.17)	4,299 (24.80)
VIII	ACCOUNT CLERK I	3,651 (21.07)	3,758 (21.68)	3,864 (22.29)	3,970 (22.91)	4,077 (23.52)	4,183 (24.13)
IX	GARDENER I BUS DRIVER II ASST. FOOD SERVICE DELIVERY PERSON	3,543 (20.44)	3,646 (21.04)	3,750 (21.63)	3,853 (22.23)	3,956 (22.82)	4,059 (23.42)
X	E.L.L. TUTOR AIDE PARENT LIAISON ATTENDANCE CLERK INSTRUCTIONAL AIDE - COMPUTER LAB. SPEC. ED. FULL INCLUSION AIDE	3,472 (20.03)	3,573 (20.61)	3,674 (21.20)	3,776 (21.78)	3,877 (22.37)	3,978 (22.95)
XI	SPEC. ED. PARAPROFESSIONAL INTERMEDIATE SCH. CAFE OPR. INTERMED SCH MEDIA CENTER CLERK	3,360 (19.38)	3,458 (19.95)	3,556 (20.51)	3,653 (21.08)	3,751 (21.64)	3,849 (22.21)
XII	BUS DRIVER I INSTRUCTIONAL AIDE INSTRUCTIONAL AIDE - BILINGUAL MEDIA CENTER AIDE PRESCHOOL INSTRUCTIONAL AIDE - BELLE AIR HEAD COOK IN-HOUSE SUSPENSION AIDE MINI-BUS DRIVER	3,206 (18.50)	3,300 (19.04)	3,393 (19.58)	3,487 (20.11)	3,580 (20.65)	3,673 (21.19)
XIII	DELIVERY PERSON,MAIL ASSISTANT COOK	2,985 (17.22)	3,072 (17.72)	3,159 (18.22)	3,246 (18.73)	3,333 (19.23)	3,420 (19.73)
XIV	SCHOOL CAFETERIA OPERATOR INTERMEDIATE SCH CAFE ASSIST. CLERICAL ASSISTANT PRESCHOOL CLERK - BELLE AIR	2,919 (16.84)	3,004 (17.33)	3,089 (17.82)	3,174 (18.31)	3,259 (18.80)	3,344 (19.29)
XV	CAFETERIA HELPER	2,664 (15.37)	2,741 (15.81)	2,819 (16.26)	2,896 (16.71)	2,974 (17.16)	3,051 (17.60)

APPENDIX B

HOLIDAYS

Unit members shall be granted the following paid holidays; days and year shall be mutually agreed upon in order to conform to the Board adopted school calendar. In order to receive pay, the unit member must be in paid status either the day before or the day after the holiday.

Independence Day
Labor Day
Admission Day (or in Lieu of Day)
Veterans' Day
Thanksgiving Day & Day After
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Lincoln Day (or in lieu of Day)
Presidents' Day
Spring Recess (One Day)
Memorial Day

APPENDIX C

Association Dues

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$367.50 annually, plus local chapter dues of \$3.00 per month.

Monthly deductions shall commence in September of each year and continue through the following June or until a maximum of \$367.50 has been deducted.

APPENDIX D

HEALTH AND WELFARE BENEFITS

2011-2012

For each unit member employed full-time the District provides up to \$998.88 monthly (\$11,986.56 annually) toward health, dental and vision insurance. For unit members employed 50% FTE or more, this amount shall be prorated.

		12- Month Rate Effective 1/1/2012
Medical Plans	Pers Care (PPO)	\$1,029.23
	Pers Choice (PPO)	\$574.15
	Blue Shield (HMO)	\$711.10
	Kaiser (HMO)	\$610.44
	Blue Shield NetValue	\$581.24
	Pers Select	\$492.68
		Month Rate Thru 12/11
Dental (Mandatory)	Delta Dental	\$133.24 (family rate)
Vision Plan	Vision Service Plan	\$11.67

The District also offers a Flexible Benefit Plan (Plan125) for childcare and out-of-pocket medical expenses.

APPENDIX E

VACATIONS

Vacation credit at the rate of one day of annual leave with pay for each full month of employment. Based on an 8-hour day.

Years of Service	Vacation credit rate
After 5 years of service	1.25 days vacation
After 9 years of service	1.416 days vacation
After 10 years of service	1.5 days vacation
After 13 years of service	1.583 days vacation
After 15 years of service	1.667 days vacation
After 18 years of service	1.75 days vacation
After 20 years of service	1.833 days vacation

APPENDIX F

MEMORANDUM OF UNDERSTANDING
Between
San Bruno Park School District
and
California School Employees Association, Chapter 139

This Agreement is entered into by the San Bruno Park School District (hereafter "District") and California School Employees Association Chapter 139 (hereafter "CSEA") for the purpose of following educational employment standards for instructional classified employees of the District represented by CSEA, in accordance with the federal No Child Left Behind Act (hereafter NCLB). These standards comply with the requirements of sections 200.58 and .59 of 34 CFR Part 200. Employees who meet these standards by June 30, 2006, will be considered paraprofessionals qualified to serve in Title 1 funded positions as described in NCLB

Definition: For purposes of this Agreement, "paraprofessional" shall be defined as a person who assists classroom teachers and other certificated personnel in instructing reading, writing and mathematics.

Secondary Education: All paraprofessionals as defined above shall possess a secondary school diploma or GED certificate.

NCLB Requirements: Pursuant to NCLB and Education Code 45330, all paraprofessionals shall fulfill or be deemed to have fulfilled one of the following state requirements by June 30, 2006:

A. Completed at least two years of study at an institution of higher education demonstrated by completion of forty eight (48) or more semesters units of college work in any subjects OR

B. Obtained an associates' or higher degree in any subject. OR

C. Met a rigorous standard of quality demonstrated by satisfactory completion of a local assessment. This standard demonstrates the employee has knowledge of and the ability to assist in instructing reading/language arts, writing, and mathematics or reading readiness, writing readiness and mathematics readiness.

Any instructional classified employee hired prior to 02/09/06 that meets the above mentioned requirements shall not be required to undergo any further assessment for the purpose of fulfilling the proficiency requirement of the Act.

Any instructional classified employee who was hired on or before 02/09/06 and who was tested previously for proficiency, shall be deemed to have satisfied item C above and deemed to possess the knowledge and the ability to assist in instructing reading, writing,

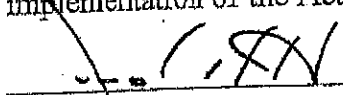
and mathematics, and; therefore to have met the rigorous testing requirements established under the Act.

Testing: Any instructional classified employee hired before 02/09/06, who does not meet the proficiency requirements of the Act shall meet the requirements in the following manner:

- a. The District shall review options and timelines for completing the requirements under the Act with the instructional classified employee.
- b. Prior to any proficiency testing or assessment test, instructional classified employees shall receive training which is specific to the test and content of said test.
- c. All instructional classified employees shall be entitled to a practice test or practicum which reflects the content of the test or assessment.
- d. An instructional classified employee shall be entitled to take the proficiency test or assessment test as many times as necessary to receive a passing grade. The test shall be conducted during the employee's normal work hours or as extra time, without loss of compensation or benefits.
- e. The cost of the test and/or assessment shall be borne by the District.

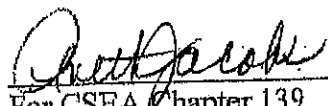
It is the intent of the District and CSEA to be in full compliance with the requirements of the Act. If requirements of the Act conflict with or are inconsistent with the terms of this Agreement, then the Act shall be controlling, and the District reserves the right to take further action consistent with the Act.

Upon request from CSEA, the District shall meet to negotiate any negotiable effects of implementation of the Act's requirements.



For the District

Date 2-9-06



For CSEA Chapter 139

Date 2/9/06

APPENDIX G

San Bruno Park School District
And
CSEA Chapter #139

Memorandum of Understanding
Regarding

Use of Excess Vacation

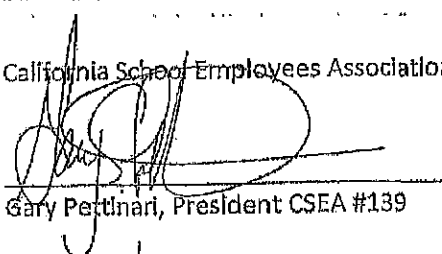
The California School Employees Association (CSEA) Chapter 139 and the San Bruno Park School District (District) hereby agree that an employee with a balance of accrued vacation days in excess of the number of vacation days, as of June 30, 2010, such employee would accrue during one year of service shall use said excess days according to the following schedule:

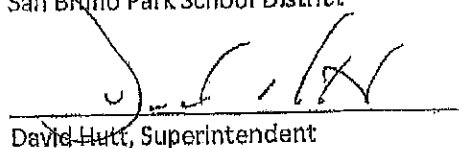
- 2010-2011 A minimum of one third (1/3) of the excess days shall be used.
- 2011-2012 A minimum of one half (1/2) of the remaining excess days shall be used.
- 2012-2013 The remaining excess days shall be used

After June 30, 2013 employees with excess vacation shall be subject to Article 19.7.2 of the Contract which states, "An employee that has carried over the maximum number of earned and accumulated vacation days shall not earn additional days until such time as the employee's earned vacation balance is below the maximum. Advanced (unearned) vacation days shall not be counted towards the maximum."

California School Employees Association

San Bruno Park School District


Gary Pertinari, President CSEA #139


David Hutt, Superintendent

Dated: 4/23/2010

Dated: 4-23-10

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4/23/2010