CONTRACT BETWEEN

BRAWLEY UNION HIGH SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

CHAPTER #534

2016-2019

Updated based on 2017-2019 TA Ratified 5/4/18 and Board Approved on 5/16/18

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PREAMBLE

WHEREAS, on May 8, 1985, the Board of Trustees of the BRAWLEY UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "District") recognized the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its B.U.H.S.D. Chapter #534-MISCELLANEOUS UNIT (hereinafter referred to as "CSEA") as the exclusive bargaining representative of the District's classified employees (except supervisory, substitutes, management and confidential) in accordance with Chapter 10.7 of the Government Code.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AGREEMENT

ARTICLE 1: RECOGNITION

1.1 ACKNOWLEDGMENT: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.

1.2 The Brawley Union High School District (hereinafter referred to as "District") hereby recognizes the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (hereinafter referred to as "CSEA") and its local Chapter #534 as the exclusive representative for the purpose of the Rodda Act (Government Code 3540 et. seq., Title I, Division 4, Chapter 10.7) for all classified employees.

1.3 The assignment of newly created positions to the bargaining unit except for those positions that are lawfully certificated, management, confidential or supervisory, shall be mutually agreed to between the District and CSEA.

1.4 The determination of management or supervisory employees shall be made by the District.

ARTICLE 2: DISTRICT RIGHTS

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to: determined its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, repair, maintain, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work limited only 4.11.3; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote layoff, terminate and discipline employees; and to determine the impact and effects of any action under this article, or other provisions of this agreement, except as specified in this agreement.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformity with law, and shall not be subject to the Grievance Procedure of this Agreement.

2.3 The District retains its right to amend, modify or rescind provisions in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board, the Superintendent, or designee.

ARTICLE 3: ORGANIZATIONAL RIGHTS & AGENCY FEE

3.1 AGENCY FEES: CSEA shall have the sole and exclusive right to have employee organization membership dues, initiation and service fees payroll deducted for bargaining unit employees by the District. On the execution of this Agreement, the District shall deduct, in accordance with Section 3.1.9 and the CSEA provided dues and service fee schedule, CSEA dues from unit members' salaries when such deductions are requested on the appropriate form. The dues collected shall be remitted to CSEA Chapter #534.

3.1.1 Request forms to deduct CSEA dues shall be supplied by CSEA Chapter #534.

3.1.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing thirty (30) days after submission of the authorization.

3.1.3 Before the effective date of any dues increase CSEA will provide members advance notice of the increase.

3.1.4 Each member of CSEA covered by this Article at the time of its effective date and any new member of CSEA thereafter shall maintain membership in CSEA for the duration of this Agreement.

3.1.5 CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.1.6 Employees who are on paid leave, including part-time employees shall continue to pay dues to CSEA if they have voluntary dues authorization cards on file.

3.1.7 Employees with payroll authorizations on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately canceled pursuant to this Article.

3.1.8 Effective no earlier than sixty (60) days after the election described below, the District shall deduct an agency service fee from the wages of all employees who have elected not to join CSEA and who have not paid an agency service fee lump sum directly to CSEA. The amount of the agency service fee must not exceed regular CSEA dues, and the agency service fee must not support CSEA activities beyond CSEA's representational obligations.

3.1.9 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA in accordance with CSEA procedures.

3.1.10 Notwithstanding any other provisions of this Article, any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues to CSEA, to pay an amount equal to the current CSEA dues to any United Way Agency or the Brawley Union High School District Scholarship Fund which will be administered by the Brawley Union High School District. Proof of payment to any fund shall be made on an annual basis to CSEA.

3.2 DISTRICT INDEMNITY: As a condition of the effectiveness of this Article, CSEA agrees to indemnify District contractual attorney fees and save the District, Board of Trustees, and individual school board members and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability and direct costs including all court or state administrative agency costs that may be sustained out of or by reason of actions taken by the District for the purpose of complying with this Article.

3.3 AGENCY FEES: CSEA shall have the sole and exclusive right to have employee organization membership dues. The District agrees to notify the CSEA Chapter President in writing of the names, addresses, telephone numbers, and job classifications of all bargaining unit employees who are hired during the life of this Agreement within ten (10) working days of their date of hire.

3.3.1 DUES DEDUCTIONS: The District shall deduct CSEA dues from unit member's salaries when such deductions are requested on the appropriate authorized form. The dues collected shall be remitted to the treasurer of CSEA chapter #534.

Any new request for dues deductions or changes will be implemented forty-five (45) days after the request in the next day period following. Before the effective date of any dues increase, the CSEA will provide members adequate notice of the increase.

The CSEA shall indemnify and hold the District harmless for any and all claims, demands or suits or any other action arising from the provisions.

3.4 CSEA RIGHTS:

3.4.1 The right of access at reasonable times to areas in which unit members work.

3.4.2 The right to use without charge institutional bulletin boards, mailboxes and other district means of communication for the posting or transmission of information or notices concerning CSEA, unless otherwise determined by the Public Employment Relations Board or a court of competent jurisdiction. Copies of all such information or notices shall be given to the Superintendent prior to communication.

3.4.3 The right to use institutional facilities and buildings, with prior approval, at reasonable times without charge so long as the use of such facilities or buildings does not result in the District incurring costs for clean-up or repair. Should such occur, CSEA shall reimburse the District for expenses incurred.

3.4.4 With prior notification to the Superintendent, the right to review unit members' personnel files and any other records dealing with unit members when accompanied by the unit member or on presentation of a written authorization signed by the unit member.

3.4.5 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit members within five (5) working days of a written request.

3.4.6 The right to a maximum of ten (10) days per year of release time with compensation to attend CSEA functions. These compensated days of release time shall be divided among members of CSEA as the chapter deems appropriate. Any request for release time under this section of this Article shall be made sufficiently in advance so that the District can make appropriate arrangements to cover for a unit member's absence.

3.5 COPIES OF AGREEMENT: Upon receipt to the copy-ready Agreement, the District shall print or duplicate and provide without charge copies of this Agreement to CSEA officers. In addition, copies of the agreement will be available at various sites throughout the District (Cafeteria, Maintenance office, Main Office, Library, and Business Office)-Current and future employees in the unit shall be provided by the District without charge copies of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

3.6 JOB STEWARDS:

3.6.1 CSEA shall have the right annually to designate two (2) Job Stewards within the bargaining unit whose duties and responsibilities shall be to participate in the investigation, preparation, writing, presentation, and processing of written grievances. The Cafeteria Unit shall designate only one (1). Only one (1) of the Job Stewards may be responsible for a specific grievance.

3.6.2 PURPOSE: The appointment of Job Stewards is for the purpose of promoting an effective relationship between the District and its classified unit members by helping to settle problems at the lowest level of supervision. The District shall grant to Job Stewards release time as provided below in Section 3.6.4. (d).

3.6.3 NOTICE OF JOB STEWARDS: CSEA shall notify the District in writing of the names of its designated Job Stewards and the group they will represent. If a change is made in the designated Job Stewards, the District shall be advised in writing of such change as soon as possible.

3.6.4 DUTIES AND RESPONSIBILITIES OF JOB STEWARDS: The following shall be understood to constitute the duties and responsibilities of Job Stewards:

a. After notifying the immediate supervisor, a Job Steward shall be permitted, during working hours, to leave the normal work area in order to assist in the presentation of a grievance.

b. The Job Steward shall advise the supervisor of the grievance of the Job Steward's presence.

C. the Job Steward shall be permitted to discuss any problem with all unit members immediately concerned, and if appropriate to attempt to achieve settlement in accordance with grievance procedures. Such consultation shall not take place during working hours.

d. Job Stewards will be entitled to a total of one (1) hour release time in order to process a grievance. Release time shall be accumulative at each step of the grievance procedure and shall not exceed one (1) hour. Additional release time may be granted by special permission of the Superintendent or designee.

e. The Job Steward shall have the authority to file notice and take actions on behalf of bargaining unit employees relative to rights afforded under this Agreement.

f. CSEA STAFF ASSISTANCE: Job Stewards shall be entitled to seek and obtain assistance from CSEA Staff Personnel.

3.7 ORIENTATION: A joint orientation session conducted by CSEA and the District shall be held to discuss matters contained within this agreement on a date mutually agreed upon.

ARTICLE 4: EMPLOYEE RIGHTS AND EVALUATION

4.1 The District and the Association recognize the right of Employees to form, join, and participate in lawful activities of employee organizations and the equal alternative of employees to refuse to form, join, or participate in employee organization activities.

4.1.1 All bargaining Unit employees shall be entitled to a maximum of one (1) hour per month of paid release time to attend CSEA Chapter meetings.

4.2 The District also agrees not to interfere, restrain, or coerce employees because of the exercise of their rights guaranteed by California Government Code Section 3543.2.

4.3 PERSONNEL FILES:

4.3.1 Personnel files of each unit member shall be maintained at the central District administration office. The employee shall be given copies of all reports and evaluations maintained in the unit member's file by the supervisor. Such materials should bear the unit member's signature or proof acknowledging receipt as evidence that the unit member has seen the material. Daily records or logs are management tools. All reports and evaluations to be used against a unit member in a disciplinary hearing shall be filed in the unit member's personnel file.

4.3.2 A unit member shall be provided copies of any written material ten (10) working days before it is placed in the unit member's personnel file. The unit member may be given reasonable time during working hours to read, initial, and date material without loss of pay. The unit member has ten (10) working days to prepare a written response to be attached to the material.

4.3.3 Materials in the personnel file which are or have been used to determine qualifications for employment, promotion, additional compensation or termination, or other disciplinary action shall be made available for the inspection of the person involved under the following conditions:

a. The employee may be requested by the Superintendent to submit a written request for such inspection twenty-four (24) hours prior to such inspection appointment,

b. The inspection appointment shall be during regular office hours,

c. The inspection appointment may be during the employee's own time,

d. The inspection shall take place only in the presence of a representative of the District,

e. A unit member may have the right, with proper notification, at any reasonable time without loss of pay to examine and/or obtain copies of any personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved, and

f. Such inspections shall be limited to one per calendar month.

4.3.4 All personnel files shall be kept in confidence and shall be available for inspection only to employees authorized by the Superintendent or designee.

4.3.5 Any person who places written material or drafts written material for placement in a unit member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall be properly dated.

4.4 PERFORMANCE EVALUATION AND PROBATIONARY PERIOD:

4.4.1 All newly-hired bargaining unit employees and all bargaining unit employees, upon receiving a promotion, shall be evaluated by their immediate supervisors on the District approved form a minimum of once during the third and once during the eighth month of the probationary period. Upon completion of the probationary period of one year of service, all bargaining unit employees shall be evaluated a minimum of once annually prior to June 1 by their immediate supervisors. The District retains the right to observe and/or evaluate as often as it deems necessary.

4.4.2 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation shall contain specific recommendations for improvements and provisions for assisting the employee in implementing any recommendation made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with 4.4.1 above. Additional Evaluation must be requested by employee, not employer.

4.5 UNIFORMS: The District shall pay the full cost of the purchase of uniforms, safety equipment, identification badges, emblems, and cards if required by the District to be worn or used by unit members (Bus Driver/Maintenance, General Maintenance/Custodian, Mechanic Technician, Security Aide, Truancy Officer, Technology & Cafeteria staff) subject to disciplinary action for non-compliance.

4.5.1 The District shall provide uniforms/district polo shirts for new employees hired into the classifications specified in Article 4.5 that the District requires to wear a uniform as stipulated below:

- (6) sets of uniforms within one month of hire, and (5) sets of uniforms at 2 years of service for Bus Driver/Maintenance and General Maintenance/Custodian.

- (5) sets of uniforms with polo shirts with district logo for Cafeteria Personnel, Mechanic Technician, Security Aide, Technology staff, and Truancy Officer withing one month of hire.
- By September of each year thereafter, the District shall replace uniforms due to wear, tear, damage and/or fit. The exchange will take place when the new uniforms arrive.

No employee shall wear any of these uniforms other than for official work duty.

4.6 TOOLS: The District agrees to provide all tools, equipment, and supplies reasonably necessary to unit members for the performance of employment duties.

4.7 NON-OWNED AUTOMOBILE INSURANCE: The District agrees to provide secondary personal injury and property damage insurance to protect unit members in the event that unit members are required to use their personal vehicles on District business.

4.8 PHYSICAL EXAMINATION: Whenever the District requires a physical examination to be taken by a unit member, either by rule or by its direction or the direction of its authorized District Administrator, or when unit members are required by law to submit to physical examination for continuance in employment, the District shall provide the required examination. All required examinations shall be scheduled during the employee's working hours.

4.8.1 If the District required a physical examination or an examination is required by law as a condition of pre employment, it may cause the required examination to be given. It may, if an applicant is required to take a pre employment physical examination, provide for reasonable reimbursement if the applicant is subsequently employed by the District.

4.8.2 EXAMINATION FOR TUBERCULOSIS: All new employees must present evidence of a negative X-ray or intro-dermal tuberculin test taken within sixty (60) days prior to being employed or within thirty (30) days after employment by the District.

Also, the California Education Code requires that all regular employees must comply with the requirement within every three- (3) -year period of employment. All employees shall be notified prior to the expiration date of their X-ray or skin test.

4.8.3 FINGERPRINT REQUIREMENT: It is the policy of the Board of Trustees to require that every new employee submit to criminal record check (BP 5214). This may be done within ten (10) days of employment at the Imperial County Office of Education and any cost shall be reimbursed by the District.

4.9 TRANSFERS Employees may be temporarily transferred by the Employer. An employee affected by such transfer shall be given a twelve (12) day written notice and a conference will be held between the Superintendent and the Employee to discuss the reason(s) for the transfer.

4.9.1 No transfer under this Article shall be initiated for punitive purpose.

4.9.2 Transfer under this Article shall be made to improve the status of employees of the District and to improve services provided by the District to its students and staff.

4.10 VACANCIES: When an existing position becomes vacant, the District will first offer the opportunity to apply for the vacancy to current permanent employees of the District who meet minimum qualifications.

4.10.1 POSTING OF NOTICE: Notice of all job vacancies shall be posted for a period of six (6) working days on bulletin boards in prominent locations at each District job site. Any member in the bargaining unit may file for the vacancy by submitting written notice to the personnel department within the filing period.

4.10.2 The job vacancy notice on site shall include the job title, the minimum qualifications required for the position, the number of hours per day and months per year assigned to the position, the salary range, and the deadline for filing.

4.11 EMPLOYMENT: The Board of Trustees shall employ persons for positions not requiring certification qualifications. The Board shall classify all such employees and positions on the basis of their duties and responsibilities. The employees and positions shall be known as the classified service.

4.11.1 EMPLOYMENT APPLICATION: Every individual, including any unit member, who wishes to be considered for classified employment must complete and sign an employment application form which is provided by the Superintendent. This form furnishes a variety of information concerning the prospective applicant's background through reference checks. Screening of applications shall be the responsibility of the Superintendent.

4.11.2 FIXING OF DUTIES: The Board of Trustees shall fix and prescribe the duties to be performed by all persons in the classified service and other positions not requiring certification qualifications. Each employee will be provided with a current job description.

4.11.3 CONTRACTING OUT: The District agrees not to contract out for services normally performed by or performable by bargaining unit employees for the duration of this Agreement. The District may contract out work for thirty (30) days or less to meet temporary workload

4.11.4 NON-SCHOOL EMPLOYMENT: The Governing Board recognizes that district employees may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to the employee's duties or to the duties, functions or responsibilities of the district. Outside activities are incompatible with district employment if they require time periods that interfere with the proper, efficient discharge of the employee's duties, if they entail compensation from an outside source for actives which are part of the employee's regular duties, or if they involve using for private gain the district's name, prestige, time, facilities, equipment or supplies.

If it is determined that an employee's outside job is incompatible with district employment, the Superintendent or designee shall so inform the employee. An employee who continues to pursue an incompatible activity may be subject to disciplinary action.

ARTICLE 5: HOURS

5.1 WORKWEEK: The normal, regular workweek shall consist of five (5) consecutive days, Monday through Friday, or eight (8) hours per day and forty (40) hours per week, except for employees on a flexible work schedule. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is needed except as provided for in Section 5.6.5.

5.1.1 NIGHT SHIFT HOURS

5.1.1.1 Night Shift shall consist of working 2:30 P.M. - 11:30 P.M.

5.1.1.2 Minimum day work hours shall consist of working 12:00 P.M. -9:00 P.M.

5.1.2 SUMMER SCHEDULE

The summer 4-10 work schedule will commence on the first Monday following graduation. Regular hours will commence two weeks prior to the first day of school. Summer hour schedules are to be approved by supervisors. Work weeks will be Monday through Thursday, with Fridays off. A one hour lunch break will be required of every employee. Breaks will be conducted in the same manner that they are during the regular year. Break time periods may not be accumulated and taken in conjunction with the lunch period or accumulated to shorten the workday. Offices and/or programs that require availability to clients and/or the public Monday-Friday will need to have adequate staff scheduled so that there will be no break in service.

During the week of July 4, the summer work schedule will be (3) 10 hour days and employees will take the (2) hours of paid Personal Business leave in 9.4.5 on the July 4 paid holiday.

5.2 WORKDAY: The length of the workday shall be designated by the district for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours for five (5) consecutive days for all bargaining unit classes. Employees hired prior to July 1, 1997, will be hired for a minimum of 4 hours per day.

5.2.1 DIFFERENTIATED WORK DAYS: Any day granted as a teacher training day, teacher institute, teacher-parent conference day, flex day, minimum or shortened schedule day, by whatever name for whatever purpose, is a regular workday within the contractual work year for each classification of employees in the bargaining unit. Members of the bargaining unit who work directly with students in the classroom will be allowed to go home at the same time teachers are dismissed with no charge of vacation/comp time. There will be no loss of work days in the work-year.

5.2.2 WORK REPORTING DATES: Effective for the 2017-2018 year, ten (10) month classified bargaining unit employees in the Instructional Assistant classification, who work directly with high school students in classrooms at the High School, Continuation and Alternative Education sites, will follow the adopted school teacher calendar up to and including the last day of student instruction for a total of 186 days.

All other ten (10) month classified employees with the exception of ASB Clerk, Attendance Clerk, Child Development Clerk and English Language Support Liaison will report to work on the work day before the first day of student instruction, and the work year will end the last day of student instruction, for a total of 183 days. An exception to these days will be made by administration on as needed basis depending on the workload. There will be no loss of days in the work-year.

ASB Clerk will report on the 1st mandatory teacher return day – June 30.
Attendance Clerk and Child Development Clerk will report (2) weeks before 1st day of student instruction – June 30.
English Language Support Liaison will report on the 1st mandatory teacher return day and end (2) weeks after the last day of the adopted school teacher calendar.
11 month employees will report August 1 – June 30.
12 month employees will report July 1 – June 30.

5.3 ADJUSTMENTS OF ASSIGNED TIME: Any employee in the bargaining unit who is assigned to work an average of fifteen (15) minutes or more per day in excess of the regular part-time assignment for a period of twenty (20) consecutive working days or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

5.4 LUNCH PERIODS: All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of not longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

5.5 REST PERIODS:

5.5.1 All bargaining unit employees, excluding instructional aides, shall be granted rest periods which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked.

5.5.2 Specified periods may be designated only when the operations of the District require someone to be present at the unit member's work site at all times.

5.5.3 Rest periods of a total of thirty (30) minutes per shift on evening or special work assignments requirements.

5.5.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member. Rest periods cannot be accumulated and may not be used to leave work early or added to the lunch break.

5.6 OVERTIME: Notwithstanding Education Code Section 45128 and 45131, and except as otherwise provided by the language contained herein, all overtime hours as defined in this section shall be compensated at a time and a half rate of pay for time worked at the direction of and approved by the employee's supervisor in excess of eight (8) hours in any one day or on any one shift and (40) hours in any one week, if the employee is on an eight (8) hour, five (5) day work schedule; or in excess of forty (40) hours in any calendar week, if the employee is on a flexible schedule or if the employee is part-time and works less than an (8) hour, five (5) day work schedule; whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

5.6.1 All hours beyond the workweek of five (5) consecutive days shall be compensated at the overtime (time and a half) rate commencing on the sixth consecutive day of work or up to (8) hours per day. All hours worked in excess of eight (8) hours on the sixth day shall be compensated at double the regular rate of pay.

5.6.2 All hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at double the regular rate of pay. All hours worked in excess of eight (8) hours on the seventh day shall be compensated at two-and-one-half (2 ½) times the regular rate of pay.

5.6.3 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at two-and-one-half (2 1/2) times the regular rate of pay.

5.6.4 All hours worked on holidays designated by this Agreement shall be compensated at two and-one-half (2 1/2) times the regular rate of pay.

5.6.5 OVERTIME - EQUAL DISTRIBUTION: The District shall make an effort to distribute and rotate overtime among unit members at a particular site. Efforts to rotate such overtime assignments shall be limited to unit members in the same job classifications. Nothing in this provision limits the District from rotating District-wide if it cannot fill the need from a particular site.

5.6.5.1 The District will distribute and rotate all bus driving overtime among unit members holding a bus driving certificate and non-bus driving overtime among the bus drivers, maintenance crew, and/or staff.

5.6.6 OVERTIME - OUT OF CLASS: Employees working overtime out of their regularly assigned classes shall be paid at the first step of the overtime class.

5.6.7 Employees working summer 4-10 schedule will only receive overtime for work in excess of 40 hours per work week.

5.7 CALL-IN/CALL-BACK TIME

5.7.1 MINIMUM CALL-IN TIME: Any employee called in to work on a day when the employee is not scheduled to work shall receive an opportunity to work a minimum of two (2) hours at the appropriate rate of pay under this Agreement.

5.7.2 CALL-BACK TIME: Any employee called back to work after completion of the regular assignment shall receive an opportunity to work a minimum of two (2) hours at the overtime rate.

5.7.3 RIGHT OF REFUSAL: Any employee shall have the right to reject any offer or request for overtime or callback, on-call, or call-in time, unless the District determines, in its discretion, that an emergency exists.

5.8 INCREASE IN HOURS: In the event it should become necessary to assign additional hours to a part-time position on a regular basis, in a particular classification, the District shall first offer such assignment to unit members in that classification. Length of service in the District shall be one of the criteria used in determining who shall be offered the assignment.

ARTICLE 6: PAY

6.1 REGULAR RATE OF PAY: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any differential and/or longevity increment required to be paid under this Agreement.

Effective July 1, 2017 the parties agree to increase the classified salary schedule by 5%.

Effective July 1, 2018 the parties agree to increase the classified salary schedule by 3% or COLA, whichever is higher. In the event another bargaining unit were to receive a higher compensation package for the 2018-2019 school year, CSEA shall receive that compensation.

6.1.1 SALARY SCHEDULE AND CLASSIFICATION SCHEDULE: A salary schedule shall be adopted and published annually. All classified employees shall be paid in accordance with the appropriate range and step on this schedule. The District may grant up to four (4) years of credit for placement on the salary schedule. Persons employed by the District who have the minimum experience in a like position as required by the job description shall be placed on the first step on the salary schedule.

6.1.2 ADVANCEMENT: Advancement to the next step of the salary schedule shall be made only after a minimum of six (6) months of service in the new position prior to July 1, of any given year in order to be eligible for the ensuing anniversary step.

6.2 TYPES OF ASSIGNMENTS:

6.2.1 SUBSTITUTE EMPLOYEES: A substitute employee is one who is hired with the understanding that employment with the District shall be on an as-needed basis.

6.2.2 TEMPORARY EMPLOYEES: A temporary employee is one who is hired with the understanding that employment shall last only for a particular period of time and with the understanding that termination may occur at any time. Neither vacation nor leave time can be accrued.

6.2.3 PERMANENT EMPLOYEES: A permanent employee is one who has been appointed to a permanent position and who completed the probationary period of employment successfully.

6.2.4 PROBATIONARY EMPLOYEES: A new employee shall serve a probationary period of one year of paid service in one (1) class before attaining permanency in the classified service.

6.3 PAY PERIOD - ONCE MONTHLY: All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. The District shall not be held liable if an agency causing a delay in payment is an agency other than the District.

6.4 PAYROLL ERRORS: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued as soon as possible. The check will be issued within five (5) workdays following notice to the payroll department and drawn against any available funds. Ed. Code 45167.

6.5 SPECIAL PAYMENTS: Any payroll adjustments due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or reasons other than procedural errors shall be made and a supplemental check issued as soon as possible following notice to the Business Office. The check will be issued within five (5) workdays and drawn against any available funds.

6.5.1 PAYROLL ERRORS AND SPECIAL PAYMENTS: Bargaining unit employees may opt to be issued the corrected payroll adjustments described in Articles 6.4 and 6.5 in the regular end of month paycheck. When an error in payment has occurred resulting in overpayment to an employee, the District shall meet with the employee to provide written notification of the overpayment. The written notification will explain the specific error that led to the overpayment and will provide repayment options to the employee. Prior to meeting with the employee to provide the written notice of the specific overpayment and repayment options to sign, the District will first notify the employee and a CSEA officer that an overpayment has occurred and provide the date upon which the notice must be signed in order to give the employee sufficient opportunity to confer with a CSEA Officer or arrange for CSEA representation at the meeting.

6.6 MEALS/LODGING: With advanced approval, any employee in the bargaining unit who, as a result of a work assignment, is required by the District to have meals or lodging away from the District or place of residence, shall be reimbursed for the full cost of the meal or lodging within current District policy.

6.7 STIPENDS, DIFFERENTIAL PAY, AND REIMBURSEMENT

6.7 OUT OF CLASS PAY: Any employee that is assigned to perform duties outside their classification shall be granted salary at step one of the classification they are performing duties for in accordance to California Education Code 45110. Effective July 1, 2017, in the event an employee is assigned to perform duties in a class below their class, the employee shall carry over their regular rate of pay for duties performed in the lower class.

6.7.1 INSTRUCTIONAL AIDES: Bargaining unit employees who supervise students because a certificated employee is absent from duty shall be paid an additional stipend of fifteen dollars ($15.00) per hour spent in actual supervision of students. This stipend will only be implemented after the first fifteen (15) minutes of a given hour.

6.7.2 BILINGUAL ABILITIES: Any bargaining member required to use his/her bilingual abilities shall be paid monthly a seventy five dollars ($75) stipend.

6.7.3 DIFFERENTIAL PAY: Night differential pay shall be increased to seventy-five dollars ($75) per month.

6.7.4 MILEAGE: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate in the current district travel policy for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's regular job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds within ten (10) workings days of submission of the claim by the employee.

6.7.5 TESTING PREPARATION TEAM: Up to three (3) members will receive $500.00 per person starting with the 2005-2006 school year and every school year thereafter. Such stipend will be payable at the end of each school year. This stipend allots for 25 hours per member for the testing duties as outlined in the Appendix D. The Testing Preparation Team will be assigned by Administration.

6.8 ***LOTTERY***: Any moneys made available through the California Lottery to the District which is unrestricted shall be shared with the CSEA unit at the rate of twelve and one-half (12 1/2%) percent. The percentage shall be reduced by the related benefits attached to these moneys. All lottery compensation shared with the CSEA unit shall be off schedule and not be reflected in any salary schedule for the duration of this agreement. The distribution of the CSEA unit's share shall be decided by the CSEA Unit.

Bargaining unit employees not actively employed in the month lottery payments are made for the prior quarter, will not receive the quarterly lottery payment.

6.9 ***RETIREMENT*** STIPEND: A final step of 10% of employee's salary shall be implemented, retroactive to the beginning of the work year, with a minimum six (6) month notification of said retirement and acceptance by the Board of Trustees or designee.

6.10 In the event the District receives new funds based on ADA growth, the negotiation team shall meet, as necessary to review and discuss the allocation of these funds to the various budget categories, including classified salaries. The outcome of these negotiations will take effect during the upcoming school year.

6.11 Compensation Time Carryover: Compensation time under this Article may be accumulated and carried over to the following school year for future use with the District approval. In no case shall a unit member be allowed to carry into the ensuing school year more than twenty-five (25) hours of compensation time.

6.12 Additional Compensation: For those employees with an earned Bachelor's Degree an additional compensation will be given of $1,000 annually, paid in 10 monthly installments.

ARTICLE 7: HEALTH BENEFITS

7.1 HEALTH BENEFITS: The District will provide for each employee covered by this Agreement benefits for employee only which cover health, dental, vision and paid prescription plans as per Appendix B. If a change in insurance companies results in a savings to the employer, these savings will become available to be used toward dependent coverage.

After the expiration of this Agreement until a successor agreement to the contrary, the District will provide for each employee covered by this Agreement the same benefits provided in the prior school year.

The District's contribution during the term of this Agreement shall be limited to employee only benefits, and the District will have no obligation to contribute towards the purchase of any dependent coverage which may be selected by the employee.

7.2 DEPENDENT COVERAGE: An employee will have the option of buying dependent coverage at the employee's cost. Any savings from the District health cap of $767.53 per month shall be applicable towards health coverage for dependents. Effective July 1, 2018 any savings from the District health cap of $814.53 per month shall be applicable toward health coverage for dependents. Effective October 1, 2018, any savings from the District health cap of $822.53 per month shall be applicable toward health coverage for dependents.

7.3 SELECTION: An insurance Carrier Committee will be formalized to assist the Board of Trustees in any change of health, dental, vision, and paid prescription plan benefits carrier. The committee shall consist of three (3) members of the administration and three (3) members of the B.U.H.S. CSEA

7.4 RETIREMENT BENEFIT

7.4.1 The District shall provide the health insurance coverage provided in 7.1 above for employees hired before July 1, 1997. To be eligible for this benefit the employee must have reached the fifty-fifth (55) birthday and rendered at least fifteen (15) consecutive years of service to the District prior to retirement.

Effective July 1, 2017, employees hired before July 1, 1997 will qualify for retiree health benefits provided in 7.1 above based on the following combination of age and consecutive years of service to the District prior to retirement:
Age 52 + 18 consecutive years of service to the District
Age 53 + 17 consecutive years of service to the District
Age 54 + 16 consecutive years of service to the District

Employees hired after July 1, 1997 must complete twenty (20) years of service to be eligible for this benefit.

Effective July 1, 2017, employees hired after July 1, 1997, must have reached the fifty-second (52) birthday and rendered at least twenty (20) consecutive years of service to the District prior to retirement to be eligible for this benefit.

A retired employee will remain eligible for this benefit until the age at which the Federal Medicare Insurance Plan goes into effect (currently sixty-five (65) years of age).

7.4.2 All terminating employees or retirees with less than 15 (20) years of services shall be eligible for continuing benefits under COBRA laws. The premium shall be paid by the fifth (5th) of each month. A payment thirty (30) days delinquent shall make this coverage null and void.

7.4.3 Availability of the benefits provided in 7.1 and 7.2 above is dependent upon agreement of the health insurance carrier.

ARTICLE 8: HOLIDAYS

8.1 SCHEDULED HOLIDAYS: The District agrees to provide all eligible employees in the bargaining unit with the paid holidays listed.

New Year's Day	M.L. King	Lincoln's Birthday	President's Day
Monday after Easter	Memorial Day	July 4th	Labor Day
Veteran's Day	Wed. before Thanksgiving	Thanksgiving	Thanksgiving Fri.
Christmas Eve	Christmas Day	New Year's Eve	

8.2 ADDITIONAL HOLIDAYS: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 37221 or 37222 or their successors shall be a paid holiday for all employees in the bargaining unit if such declared holiday occurs on an assigned workday.

8.3 HOLIDAY ON SATURDAY OR SUNDAY: Normally when a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Normally when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

8.4 SCHEDULING: The District reserves the right, after consultation with the bargaining unit, to schedule holidays to concur with those of other District employees to facilitate efficient District operation. Every effort shall be made to schedule holidays in the best interest of bargaining unit members.

8.5 HOLIDAY ELIGIBILITY: Each bargaining unit employee shall be eligible for the paid holidays listed in this Agreement provided that the employee is in a paid status during any portion of the workday immediately preceding or succeeding the holiday.

ARTICLE 9: LEAVES

The leave benefits granted hereunder are pursuant to and not in addition to the leave benefits required by law.

9.1 BEREAVEMENT LEAVE: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall not exceed three (3) days within the state of California or five (5) days outside the state. The "immediate family" is defined as the mother, father, legal guardian, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

9.1.1 Employees shall be granted a leave with full pay of one (1) day duration in the event of the death of a foster relative, step relation, brother-in-law or sister-in-law of the employee.

There will be no charge to an employee's paid leave accrual for bereavement leave taken under Articles 9.1 and 9.1.1.

9.2 JURY DUTY: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty or serve as a subpoenaed witness. An employee shall return to work immediately upon release from court duty unless the employee's immediate supervisor expressly agrees otherwise in his/her discretion. The District shall pay the employee the difference, if any, between the

amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 2:30 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

9.3 SICK LEAVE:

9.3.1 Every classified employee employed five (5) days a week for a full fiscal year by the school district shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days when service for the District is not required, with full pay for a fiscal year of service

9.3.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave of absence for illness or injury that the number of months employed bears to twelve (12).

9.3.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service to that portion of twelve (12) days leave of absence for illness or injury that the number of months employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.

9.3.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

9.3.5 Credit for sick leave need not be accrued prior to taking such leave and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the appropriate amount to which such employee may be entitled under this contract, until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.

9.3.6 If any employee does not take the full amount of leave allowed in any year under this section, amount not taken shall be accumulated from year to year.

9.3.7 Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year or more and who terminated such employment for the sole purpose of accepting a position with Brawley Union High School District and who subsequently accepts such position within one (1) year of termination of the former employment, shall have transferred with the employee to the District the total amount of earned leave of absence for illness or injury to which the employee is entitled under Education Code Section 45191.

This transfer shall be made in the same manner as provided for certificated employees.

9.3.8 A classified employee who is a member of PERS and whose effective date of retirement is within four (4) months of separation from employment with the District shall be credited at his/her retirement with service credit according to the provisions of applicable law.

9.3.9 PREGNANCY DISABILITY LEAVE: Disability leave connected with or resulting from pregnancy shall be charged to the employee's accumulated sick leave at the election of the employee. Disabilities under this section shall be:

(a) Diagnosed and verified in writing to supervisor by a recognized medical practitioner or health consultant.

(b) In writing and must include the unit member's name, name of medical practitioner or health consultant, business address and phone number as well as the estimated time the unit member will be unable to perform regular duties and beginning date of disability leave.

(c) Limited to benefits which only apply to the verified dates of disability. The before and after dates will be defined as the school days scheduled before and after the disability.

9.3.10 MATERNITY/PATERNITY LEAVE: Effective January 1, 2017, a unit member may request a leave of absence due to the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave"), as follows:

When the unit member has exhausted all available sick leave, and continues to be absence from his or her duties on account of parental leave pursuant to the California Family Rights Act ("CFRA", Government Code 12945.2), the unit member shall receive fifty percent (50%) differential pay for 12 workweeks of parental leave.

A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this section.

A unit member is required to have a minimum of 12 months of service with the district in order to take parental leave under this section.

If a unit member seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes. However, the 12-weeks of paid parental leave shall only be available to members who exhaust all sick leave before the 12-week period.

Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the unit member qualifies for such leave. The foregoing provisions are intended to comply with Education Code section 45196.1 (AB 2393).

9.3.11 USE OF SICK LEAVE: All employees using their sick leave are expected to inform their supervisor or other designated individual of their absence in a timely manner before the start of the work day. Employees off of their job for three or more days may be required to present a doctor's release before being allowed to resume duties. Donation of In Lieu/Vacation/Compensation Time:

(a) On forms prepared and approved by the district member of the unit may donate up to (10) days accumulated and unused sick leave/vacation/compensation time days to another district employee who has suffered a long-term illness or disability and who has exhausted all fully paid leave. Unused donated leave shall be returned to the donor at the end of the current fiscal year (July 1-June 30).

(b) It is agreed that the intent of this section is to voluntarily assist fellow employees in time of catastrophic illnesses or disabilities. It is expected that all employees should have adequate paid leave accrued for routine absences.

(c) The bargaining unit agreed that it will not file, on its own behalf or on behalf of any member of the unit, any grievance, claim or lawsuit or any kind related to any attempt to retrieve or get back any donated sick leave by another employee

9.3.12 Catastrophic Leave: Donation of In Lieu/Compensation Time:

a. On forms prepared and approved by the District, members of the unit may donate up to ten (10) days accumulated and unused sick leave/compensation time days to another District employee who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. Unused donated leave shall be returned to the donor at the end of the current fiscal year (July 1 - June 30).

b. It is agreed that the intent of this section is to voluntarily assist fellow employees in times of catastrophic illnesses or disabilities. It is expected that all employees should have adequate paid leave accrued for routine absences.

c. CSEA agrees that it will not file, on its own behalf or on behalf of any member of the unit, any grievance, claim or lawsuit of any kind related to any attempt to retrieve or get back any donated sick leave; used by another employee.

d. This provision may be terminated at any time upon written notice from the District to CSEA.

1. Catastrophic leave is defined as illness to the employee, or illness that impacts a member of the employee's immediate family (i.e., spouse or child) which incapacity requires the employee to take an extended time off (i.e., consecutive or non-consecutive) work (12 work days or more) to care for self or for a family member. Catastrophic leave is paid leave which may only be used for verifiable (physician verification of illness) long term illness or injury which clearly disables the employee or family member (E.C. 44043.5)

e. Process for donating hours: any employee may voluntarily pledge hours to another employee. Employees pledging hours must maintain a minimum of 20 days of sick leave entitlement for themselves.

f. An employee is limited to receiving a maximum coverage of
   1. Maximum of 120 work days in any single school year, and;
   2. Maximum lifetime coverage — of 200 work days.

g. Coverage:
   1. Employee must have been a BUHSD employee for 24-months (grandfather all current employees) and;
   2. Employees must have exhausted accrued paid leave.

9.4 PERSONAL NECESSITY LEAVE:

9.4.1 A bargaining unit employee may use not more than seven (7) days of accumulated sick leave per school year in case of personal necessity.

9.4.2 For purpose of this section "personal necessity" is defined as:

a. death of a member of the employee's immediate family, when additional leave is required beyond that provided in Section 9.1,

b. accident involving employee's person or property, or accident or illness involving the person or property of a member of the employee's immediate family,

c. appearance in any court or before any administrative tribunal as a litigant, party, or any order made with jurisdiction,

d. an emergency requiring prompt response when such response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours, and

e. such other reason as may be approved in advance by the Superintendent.

9.4.3 For purposes of this section, "personal necessity" shall not include:

a. pursuit of business, financial, or economic interest of the employee, except under extraordinary circumstances with the advance permission of and in the sole discretion of the Superintendent,

b. vacation or other recreational pursuits, or

c. concerted activities.

9.4.4 Except in the case of circumstances set forth in Sections 9.4.2 (a) and (b) hereof, advance permission for leave taken pursuant hereto must be obtained from the Superintendent.

If possible, two (2) days advance notice of taking leave under Section 9.4.2 (a) and (b) shall be given by the employee to the Superintendent.

9.4.5 Two-Hour Absence (Paid). A unit member may be excused from duty, subject to approval of the supervisor, for personal business for up to two (2) hours per school semester without loss of pay, sick leave, vacation or personal necessity. For each member working less than six (6) hours, the two (2) hours shall be reduced proportionately. This will not effect 9.3.10 sick Leave Incentive Plan, nor does it accumulate or carryover.

9.5 GENERAL LEAVES: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. Any leave granted under this section shall not set precedence upon any future leave requests.

9.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE: In addition to any other benefits that an employee may be entitled to under the workers' compensation laws of this state, employees shall be entitled to the following benefits:

9.6.1 An employee suffering an injury or illness arising out of and in the course and scope of employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

9.6.2 Payments for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day.

9.6.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, the employee shall be entitled to use only so much of accumulated and available normal sick leave and vacation leave, which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.

9.6.4 Any time an employee on industrial illness leave is able to return to work, the employee shall be reinstated in the position without loss of pay or benefits. The District may require, in its discretion, certification by a physician that the employee is medically able to return to work with regular or modified duties.

9.7 BREAK IN SERVICE:

9.7.1 No authorized absence exercised pursuant to any provisions of this Article, in which the unit member remains in paid status, shall be considered as a break in service for any unit member. Further, all benefits accrued under the provisions of the Agreement shall continue to accrue during such authorized absence. For non-full-time unit members, benefits shall continue to accrue during authorized paid absence on a ratio basis consistent with the level of benefits provided for under Article 7.

9.7.2 No period of unpaid authorized absence of less than one hundred twenty (120) calendar days shall be considered a break in service for the purposes of determining the length of service with the District.

9.8 EMERGENCY LEAVE: The District may grant permanent employees one (1) day of paid leave for urgent personal business provided that personal necessity leave used does not exceed seven (7) days for twelve (12) month employees in any one given school year. This leave shall be prorated for ten month and part-time employees. Should the employee exceed this number, the day of emergency leave shall be charged to sick leave.

9.8.1 A maximum of two (2) employees may use this leave per day. Approval will be honored in order of request.

9.8.2 The Superintendent may make exceptions to meet emergencies.

9.9 FAMILY CARE LEAVE: Family care leave will be provided according to Board Policy 4019.8 and Government Code Section 12975.2

9.10 50% OF 100 DAY RULE: After the above leaves are exhausted, employees shall be paid based on the 50% rule. The employee will be paid based on 50% of their salary for a total of 100 working days including full paid holidays and sick leave already used. This is to begin on the first (1st) day of authorized leave, running concurrently with sick leave and accrued vacation, and shall not exceed five (5) months during the school year. At the end of the 100 day period, and the employee who is unable to resume their duties shall be placed on the 39 month rehire list in accordance with Education Code.

ARTICLE 10: VACATION

10.1 ELIGIBILITY: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1, to June 30.

10.2 PAID VACATION: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee and approved by the Superintendent, the paid vacation shall be granted in the year in which it is earned.

10.2.1 ACCUMULATION: Accumulation of vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

10-Month Employees		11-Month Employees		12-Month Employees	
Year 1	9 days	Year 1	10 days	Year 1	10 days
Years 2-4	10 days	Years 2-4	12 days	Years 2-4	12 days
Years 5-9	12 days	Years 5-9	15 days	Years 5-9	15 days
Years 10-14	14 days	Years 10-14	17 days	Years 10-14	17 days
Years 15 – 19	17 days	Years 15 – 19	18.33 days	Years 15 – 19	20 days
Years 20 +	18.33 days	Years 20 +	20 days	Years 20 +	22 days

Probationary employees are entitled to earned vacation time, retroactively five (5) days, based on the one year of probationary employment. Vacation time earned after probation is as a regular classified employee.

10.2.2 Vacation time as listed above shall be earned and accumulated for all unit members in the employ of the District on the date this Agreement is approved by the Board of Trustees.

10.2.3 Employees working less than twelve (12) months and/or eight (8) hours per day will accrue vacation time prorated based on their actual assignment. Vacation must be taken within the ten month period of employment for ten month employees, unless the employee submits a letter to Superintendent's Office by June 1st requesting that the time be accrued for the following year.

(a) All permanent school term employees may be granted vacation during the school year even though the time has not been earned at the time the vacation is taken. The advance vacation may not exceed the total vacation to be earned during the year.

10.2.4 Probationary employees who leave the service of the District prior to completing one year of employment will not receive vacation credit.

10.2.5 The Superintendent is authorized and required to schedule vacation times of classified employees for such times as will permit the orderly, necessary and continuously efficient functioning of the School District operations.

10.2.6 Business office personnel, under the direction of the Superintendent, shall keep an up-to-date accurate record of vacation-leaves in a manner similar to records kept for illness and other leaves.

10.3 VACATION PAY: Pay for vacation days for all unit members shall be the same as that which the unit member would have received had the unit member been in a working status, with the exception of overtime compensation.

10.4 VACATION PAY UPON TERMINATION: When a permanent unit member is terminated for any reason, the member shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

10.5 VACATION TIME WORKED: If, for any reason, a unit member is denied a scheduled vacation, the unit member shall be compensated at the rate of time and one-half (1 1/2) for all hours worked during the scheduled vacation period.

10.6 VACATION DENIED: If, for any reasons, a unit member is not permitted by the District to take all or any part of the annual vacation, the amount not taken shall, at the option of the unit member, be accumulated for use in the following year.

10.7 VACATION CARRYOVER: Except as provided in Section 10.6, vacation days earned under this Article may be accumulated and carried over to the following school year for future use with District approval. In no case, however, shall a twelve (12) month unit member be allowed to accumulate and carry into the ensuing school year vacation days, which when added to the member's annual earned vacation time, total more than thirty (30) days of vacation. Exceptions with District approval.

10.8 HOLIDAYS: When a holiday falls during the scheduled vacation of any unit member, such unit member shall not have accrued vacation reduced by the number of holidays falling during the scheduled vacation.

10.9 VACATION SCHEDULING:

10.9.1 Vacation shall be scheduled at the time requested by unit members insofar as possible within the District work requirements. The District will provide a yearly school calendar containing clock-outs of times that are not available for vacation requests due to various District need, i.e. beginning and ending of school year. Except under extenuating circumstances, unit members shall submit their vacation requests no later than five (5) working days in advance of the desired vacation. The unit member's supervisor shall respond in writing to the request within three (3) working days. If the request is denied, the response shall set forth the reasons for the denial.

10.9.2 Twelve (12) month employees

a. Summer vacation request shall be turned in by the first Monday of June for vacation scheduling.
b. If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken scheduling shall be on a first come first serve basis.
c. Summer vacation schedules shall be posted at the work areas by the third Monday in June.

ARTICLE 11: GRIEVANCE

11.1 DEFINITION: A grievance is defined as any claim of an employee involving the alleged misinterpretation, misapplication or violation of the specific terms of this Agreement which adversely affects the employee. It is the intent of the parties to resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

11.2 PROCEDURE: Grievances shall be handled in the following manner:

11.2.1 STEP ONE: Prior to filing a written grievance, an employee shall meet with the immediate supervisor to discuss a potential grievance in an attempt to resolve it informally.

11.2.2 STEP TWO: Within twenty (20) working days of the occurrence or within twenty (20) working days of the first date when the employee could reasonably have known of the occurrence of the act or omission constituting the basis for the grievance and provided that the grievant has complied with Step one, the grievant may present the grievance in writing to the immediate supervisor. The grievance shall set forth the facts upon which the grievance is based and shall specify the provisions of the Agreement claimed to be violated, misapplied, or misinterpreted. The grievance shall also set forth the specific remedy sought. The immediate supervisor shall respond in writing within ten (10) working days of receipt of the written grievance.

11.2.3 STEP THREE: Within five (5) working days of receipt of the written response at Step Two, or of the expiration of the time for the immediate supervisor to respond, the grievant may submit the grievance in writing to the Superintendent. The written grievance shall include all of the information required at Step Two. Either party may request a conference to discuss the grievance. The Superintendent shall respond in writing within ten (10) working days of receipt of the written grievance.

11.2.4 STEP FOUR: Within five (5) working days of receipt of the response at Step Three or within five (5) working days of the expiration of the grievant may submit the grievance to the Board of Trustees shall conduct a hearing on the grievance within thirty (30) working days of receipt of the grievance. The hearing shall be conducted in closed session unless the grievant specifically requests an open hearing. The Board of Trustees shall render a decision on the grievance within thirty (30) working days of the last date of hearing on the grievance.

11.2.5 ARBITRATION: The grievant may, if not satisfied with the decision in 11.2.4, within ten (10) days submit a request in writing to the Superintendent and CSEA for arbitration of the dispute. Within ten (10) days of the request, CSEA shall inform the Superintendent of its decision to proceed to arbitration.

If no agreement upon the selection of an arbitrator can be reached within fifteen (15) days of the notification to proceed, the State Conciliation Service shall be asked to supply a list of five (5) names of persons experienced in hearing grievances in public schools. The District and CSEA shall alternately strike a name until one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

Questions on the arbitrariness of a grievance shall be heard before the merits of the grievance are heard.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. After the hearing and after both the District and CSEA have had an opportunity to make written arguments, the arbitrator shall submit in writing to each party the findings and recommendations. The decision shall be binding on the parties.

11.3 GROUP GRIEVANCES: If the grievance involves employees with different immediate supervisors, the grievances may be filed at Step Three.

11.4 EMPLOYEE-PROCESSED GRIEVANCE: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. Said employee shall be responsible for notifying CSEA.

11.5 JOB STEWARD: CSEA shall have the right annually to designate two (2) Job Stewards within the bargaining unit whose duties and responsibilities shall be to participate in the investigation, preparation, writing, presentation and processing of written grievances. Only one of the Job Stewards may be responsible for a specific grievance.

11.5.1 The Job Steward shall be permitted to discuss the grievance with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure. Job Stewards will receive one (1) hour release time for processing each grievance if needed. Additional release time may be granted by special permission of the Superintendent or designee.

11.5.2 The Job Steward shall have the authority to file notice and take actions on behalf of the bargaining unit employees relative to rights afforded under this Agreement.

11.6 GRIEVANCE WITNESSES: The District shall make reasonable effort to make available for testimony in connection with the grievance meeting at Step Three or Step Four any District employees whose appearance is requested by the grievant or CSEA and whose testimony is relevant to the grievance, if any such meeting should necessarily occur during the workday. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay if such appearance takes place during the regular work time. No more than two (2) employees may be released at any one time unless specifically approved by the Superintendent or designee. CSEA shall provide in writing a list of any such employees at least two (2) days prior to the meeting.

11.7 SEPARATE GRIEVANCE FILE: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file until such grievance is resolved. Such file shall be available for inspection only by the employee; the CSEA; those management, supervisory and confidential employees directly involved in the grievance procedure; and the District's legal counsel.

11.8 PROCESSING A GRIEVANCE: The filing of a grievance shall in no way interfere with the rights of the Board and/or the Superintendent to proceed in carrying out their responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance, unless it endangers the safety of employees or students.

11.9 MULTIPLE GRIEVANCES: In the case of multiple claims on the same issue arising from the same set of circumstances, the District may elect to hear only one written grievance filed and the decision rendered shall be applicable to all claims on the same issue.

11.10 PROCESSING MULTIPLE GRIEVANCES: Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order in which they are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered, in a timely fashion. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.

11.11 EFFECT OF TIME LIMITS: An employee who fails to comply with the time limits established in this procedure for the alleged Agreement violations forfeits his right to continue the process. Time lines may be extended by mutual agreement. Failure by the Administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next higher step.

11.12 RELEASE TIME: Nothing in this Article shall be construed to entitle any employee to release time for investigation or other preparation for a grievance or to release time for any other activity, except as expressly provided in Section 11.4 with regard to Job Stewards and Section 11.6 with regard to Job Stewards and Section 11.7 with regard to witnesses.

11.13 If a grievance arises from action or inaction on the part of a member of the Administration at a level above the Principal, the grievant shall submit a written grievance to the Superintendent and CSEA and the Grievance process shall commence at the Superintendent's level.

11.14 All proceedings at all levels of the grievance procedure shall be held during district office hours unless mutually agreed otherwise.

11.15 At any level of the foregoing procedures time limits may be mutually extended in writing.

ARTICLE 12: CONCERTED ACTIVITIES

12.1 It is agreed and understood that there will be no strike, work stoppage, slow down, sick-in, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including but not limited to compliance with the request of other labor organizations to engage in such activities.

12.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, sick-in, picketing, refusal to perform responsibilities or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

12.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

12.4 It is agreed and understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement.

12.5 During the term of this Agreement, the District agrees not to lockout unit members.

ARTICLE 13: LAYOFFS, RE EMPLOYMENT, VOLUNTARY REDUCTION IN HOURS IN LIEU OF LAYOFF, VOLUNTARY DEMOTIONS IN LIEU OF LAYOFF AND THE IMPACTS AND EFFECT OF ALL THOSE MATTERS.

13.1 LAYOFFS: A layoff for the purpose of this Article shall be considered as an involuntary separation or a reduction of assigned time of a permanent or probationary classified employee due to lack of funds, lack of work or reduced work load.

13.2 The CSEA president shall be notified in writing, with delivery in person by the Superintendent or designee, five (5) working days prior to the notification of layoff of any affected classified employee. Layoff procedure is not to exceed sixty (60) days.

13.3 NOTICE OF LAYOFF: Bargaining unit employees to be laid off shall be notified by certified mail sent to the most recent address provided to the District by the employee or in person by the Superintendent or designee. The mailed notice shall be postmarked no less than sixty (60) calendar days prior to the effective date of layoff. The notice shall contain the effective date of layoff, the reason for layoff, displacement or demotion rights, if any, and an Employee response Form.

13.3.1 After notification of displacement rights, if any, the employee must notify the Superintendent or designee of the intention to exercise displacement rights of acceptance of layoff within five (5) working days. A copy of the completed Employee Response Form shall be forwarded to the CSEA president by the Superintendent or designee by the following workday after receipt of said form.

13.3.2. Failure to provide written notice under the provisions of this Article shall invalidate the layoff. In addition, failure to follow proper procedures shall be considered an improper layoff.

13.3.3 Employees employed in specially funded programs terminating at the end of the school year shall be given written notice on or before April 29 of their termination effective June 30 (Ed Code 45117).

13.4 ORDER OF LAYOFF: For the purpose of these procedures, the term "classification" is as defined in Section 4525.6 of the California Education Code and the terms job, position, or class are used on an interchangeable basis with the term classification

13.4.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class shall be laid off first. Re employment shall be in the reverse order of layoff.

13.4.2 For purposes of this Article, for service commencing or continuing after July 1, 1971, "length of service" means date of hire as a bargaining unit employee in a probationary or permanent status (seniority hire date) and effective date of each bargaining unit classification held by a bargaining unit employee (classification seniority date). Time served prior to July 1, 1971 shall be computed by crediting 2080 hours for each year of service for full time.

13.4.3 Nothing contained in this Article shall preclude the granting of "length of service" credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave, unpaid medical leave, or any approved unpaid personal leave.

13.4.4 "Hours in paid status" means service performed in probationary or permanent status. Service as a substitute or short-term employee shall be included if the employee was subsequently hired as a regular employee with not more than a twenty-nine (29) day break in service.

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

13.5 LAYOFF OPTIONS: All of the displacement options listed below will be utilized for each displaced employee until it is determined an employee does not have any displacement rights and therefore accepts layoff.

13.5.1 A displaced employee may accept layoff rather than exercising any of the other options.

13.5.2 An employee may accept any "open" position provided the employee meets minimum job qualifications.

13.6 DISPLACEMENT: Displacement attempts must be made in sequential order beginning with Step A and ending there if Step A allows placement in accordance with procedures and the Education Code. If an appropriate position is not available in Step B, then proceed to Step C.

13.6.1 STEP A: Bargaining unit employees whose positions are eliminated maintain the right to displace the most junior employee in that classification. The senior employee may also displace a junior employee in that classification or in a like similar position. "Similar Position" means the months of service are equal to or greater than the position being eliminated and the total daily hours are equal to or greater than the position of equal or greater time is not available, the next highest position with the greatest amount of time (months and daily hours) held by a junior employee will be considered available for displacement.

13.6.2 STEP B: In lieu of layoff, a senior employee may displace a junior employee in an equal or lower classification in which the senior employee has previously served.

13.6.3 STEP C: Senior employees shall also have the right to displace junior employees in lower included classifications. Lower included classifications are those classifications which have duties and/or minimum qualifications that are included or encompassed in the duties and/or minimum qualifications designated for the senior employee's classification.

13.6.4 A senior employee, at any step, may displace a junior employee whose assigned time (number of hours per day, days per week or days per year) is less than the senior employee's current position.

13.7 DEMOTION OR RETIREMENT IN LIEU OF LAYOFF: A unit employee who elects demotion, retirement, early release or accepts layoff shall be placed on the thirty-nine (39) month re-employment list and shall be eligible, when a classified vacancy occurs, to return to the former job classification in the order of service as any other employee on such list.

13.7.1 Any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System shall be placed on an appropriate re employment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently subject to re employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the request for reinstatement from retirement (EC 45115).

13.7.2 Employees who take voluntary demotions or reclassifications in lieu of layoff shall be granted the same rights as persons laid off and shall maintain eligibility to be considered for re employment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Superintendent of designees shall make the determination of the specific period of eligibility for re employment on a class-by-class basis (EC 45298).

13.7.3 Employees who take voluntary demotions or reclassifications in lieu of layoff shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re employment list, they shall be ranked on that list in accordance with their proper seniority (EC 45256).

13.7.4 For purposes of this Article, "demotion" is when an employee is placed in a classification that is inferior (i.e., lower salary range) to the current classification being held by the employee (EC 45256).

13.8 RE-EMPLOYMENT PROCEDURES: A unit employee who is laid off shall be placed on a thirty-nine month re-employment list. The employee shall be required to maintain a current address on file with the business office.

13.8.1 If, during a unit employee's eligibility period for re-employment, a classification becomes vacant, the Superintendent or designee shall send written notice by certified mail to the last known address of such unit employee(s) offering re-employment in order of service, providing such employee meets the minimum qualifications required of the classification.

13.8.2 A unit employee who receives such notice of re-employment and refuses to accept in writing or does not respond to the offer of re employment, within five (5) working days, shall be deemed to have rejected the offer of re-employment.

13.8.3 If the unit employee in a layoff status accepts the classification being offered, the unit employee shall have up to fifteen (15) calendar days from the postmark date of the re-employment notice to report to work. This does not preclude a unit employee from returning to work in fewer than fifteen (15) calendar days.

13.8.4 Any classified employee who has been laid off because of lack of work or lack of funds has the right to refuse any position that is offered to them if the new position is lower than the one held at the time of the layoff and the salary of the lower position is less than the employee is receiving from unemployment benefits. Refusing the position because of lower pay will NOT jeopardize the affected employee's re-employment rights for future openings.

13.8.5 A unit employee re-employed after being laid off shall be fully restored to the proper classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.

13.9 IMPROPER LAYOFF: Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error.

13.10 INSURANCE PROVISION: All permanent employees who are separated from their positions as a result of layoff shall receive their health benefits to which they are normally entitled as follows: first month after lay off, the District shall pay fifty percent (50%) of its normal contributions and the employee shall pay the remainder of the premium. Said employees shall have the right to continue health coverage as provided by COBRA laws.

13.11 ACCRUED VACATION/COMP TIME: An employee of the District receiving a thirty (30) day layoff notice shall have the option of taking accrued vacation/comp time or receiving monetary compensation for such vacation/comp time (i.e., cannot be forced to take such vacation/comp time within the thirty (30) day notification period). If the employee elects to receive payment for vacation/comp time under this provision, any previously scheduled-vacation shall be canceled. If the

employee elects to receive payment for vacation/comp time, it shall be paid to the employee on the next regularly scheduled payroll date.

13.12 MAINTENANCE OF SENIORITY: Seniority status earned up to the time of layoff shall be maintained (as earned to date of layoff) during the thirty-nine (39) month re employment period. There shall be no accrual of vacation, sick leave or holiday benefits during the thirty-nine (39) month re employment period.

13.13 SENIORITY ROSTER: The District shall maintain an updated roster indicating each employee's classification seniority and date of hire seniority. In addition, such rosters shall be available within five (5) working days after request.

13.14 SUBSTITUTES: At no time can voluntary help, non bargaining unit employees, certificated employees, contract services, or work study students replace a classified employee who has been laid off due to lack of work or lack of funds. If this is done, the classified employee who has been laid off will immediately be re employed in the former job classification with no loss of salary or benefits.

ARTICLE 14: SUSPENSION, DEMOTION, AND DISMISSAL

14.1 CAUSES FOR DISCIPLINARY ACTION: A permanent classified employee shall be subject to disciplinary action which shall include demotion, suspension, or dismissal for any of the following causes:

14.1.1. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public or of fellow employees, or any other willful failure to good conduct tending to injure public service, or any willful and persistent violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the Board of Trustees.

14.1.2 Absence and/or repeated tardiness without authority or sufficient reason.

14.1.3 Dishonesty, habitual drunkenness, or addiction to the use of narcotics.

14.1.4 Political activities engaged in by an employee during assigned hours of employment.

14.1.5 Conviction of a serious crime by a court of law; a record of one or more convictions which indicates that the person is a poor employment risk, failure to disclose material facts regarding criminal records, and other false or misleading information on application forms or examination and employment records.

14.1.6 Illness leaves, when habitually taken for trivial indispositions.

14.1.7 Continuing illness of a disabling nature.

14.1.8 Failure to report for review of criminal records or for health examination after due notice.

14.1.9 Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

14.1.10 Conduct in violation of Section 1028 of the Government Code which provides: "It shall be sufficient cause for dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of any organization which during the time of his

membership he knows advocates overthrow of the Government of the United States or of any state by force or violence."

14.1.11 Immoral conduct.

14.1.12 Evident unfitness for service.

14.1.13 Physical or mental condition unfitting an employee for service.

14.1.14 The discovery or development during an initial probationary period of any physical, emotional, and/or mental condition which would have precluded acceptance or eligibility for assignment.

14.1.15 Abandonment of position.

14.1.16 The consumption of alcoholic beverages or use of drugs on school property.

14.1.17 Conduct unbecoming a District employee, whether or not it amounts to a crime.

14.1.18 Any conduct harmful to the welfare of the schools or the pupils or employees thereof.

14.1.19 Falsification or violation of the Oath of Allegiance or any other District document.

14.1.20 Conviction of a crime involving moral turpitude.

14.1.21 Failure to follow safety procedures.

14.2 PROCEDURE FOR DISCIPLINARY ACTION: Before any disciplinary action is commenced against a permanent employee, the Superintendent or designee shall inform the employee of the pending action and arrange for a time and place to meet with the employee. The employee shall then be given the opportunity to give reasons to the Superintendent or designee why the disciplinary action should not be initiated.

14.2.1 Any permanent employee against whom disciplinary action is initiated by the District shall be given written notice by the Superintendent including the proposed action, the reasons for such action, and the charges and materials upon which the action is based.

The notice shall contain a statement of the employee's right to respond orally or in writing to the charges with five (5) days of the date the notice is given personally or sent by certified mail to the last known address. The notice shall also contain a statement of the right to a hearing such charges and the time within which such hearing may be requested, which shall be given five (5) days after service of the notice. An employee may be suspended immediately upon service of the notice, but loss of compensation shall not commence until after the expiration of the five (5) day period.

14.2.2 Said notice shall be accompanied by a card or paper, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

14.2.3 A regular employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information, or indictment filed in a court of

competent jurisdiction may be suspended. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions.

14.2.4 Dismissal shall cause removal of the employee's name from all employment lists.

14.2.5 Failure to appeal, as provided below, shall make the action of the Superintendent final and conclusive.

14.3 HEARING PROCEDURE:

14.3.1 The Board of Trustees may conduct hearing of appeals or may appoint a hearing officer to conduct the hearing and report findings and recommendations to the Board

14.3.2 NOTICE OF HEARING: The Superintendent shall set the matter for hearing and shall give the employee at leave five (5) business days notice, in writing, of the date and place of such hearing.

14.3.3 EVIDENCE: The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to reply in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions, irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

14.3.4 The Board of Trustees or its hearing officer shall determine the relevancy, right, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.

14.3.5 Each side shall be permitted to make an opening statement and a closing argument. The Superintendent or designee shall first present witnesses and evidence to sustain the charges and the employee will then present witnesses and evidence in defense.

14.3.6 Each side will be allowed to examine and cross-examine witnesses.

14.3.7 Both the Superintendent and the employee will be allowed to be represented by legal counsel or other designated representation.

14.3.8 The Board may, and shall if requested by the Superintendent or the employee, require the attendance of employees called as witnesses and/or require the production of records or other material evidence.

14.3.9 The Board may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

14.3.10 Whether the hearing is held in a public or executive hearing, may deliberate its decisions in executive session. No persons other than members of the Board, its counsel, and its staff shall be permitted to participate in the deliberations.

14.3.11 The Board shall render its judgment as soon after the conclusion of the hearing as possible. Its decision shall set forth which charges, if any, are sustained and the reasons therefore.

14.3.12 The Board may sustain or reject any or all of the charges filed against the employee. It may sustain, reject, or modify the disciplinary action invoked against the employee. It may not provide for discipline more stringent than that invoked by the Superintendent.

14.3.13 The Board Order of Judgment will be filed with the Superintendent and the charged employee and will set forth its findings and decision. If a dismissal is not sustained, its order shall set forth the effective date the employee is to be reinstated, which may be any time on or after the date of disciplinary action.

14.3.14 The Board Order of Judgment which sustains the dismissal of the employee, but which has no effective date, shall be effective as of the date of the Order of Judgment.

14.4 JUDICIAL REVIEW OR CLASSIFIED EMPLOYEE DISMISSALS:

14.4.1 FILING OF PETITION: Judicial Review may be had by filing a petition for Writ of Mandate in accordance with the provisions of the Code of Civil Procedure. Any such petition shall be filed within thirty (30) days after the effective date of the decision or other last day on which reconsideration can be ordered. The right to petition shall not be affected by the failure to seek reconsideration before the Board of Trustees.

14.4 2 RECORD OF PROCEEDINGS: The complete record of the proceedings, of one has been made, or such parts thereof as are designated by the petitioner, shall be prepared by the District and shall be delivered to petitioner, within thirty (30) days after request, upon the payment of the fee specified in Section 69980 of the Government Code as now or hereinafter amended for the transcript, the cost of preparation of other portions of the record and for certification thereof. The complete record includes the pleadings, all notices, and orders issued by the District or Board of Trustees, the final decision, a transcript of all proceedings, if made, the exhibits admitted or rejected, the written evidence and any other papers in the case.

14.4.3 RECONSIDERATION OF CLASSIFIED EMPLOYEE DISMISSAL: The Board of Trustees itself may order a reconsideration of all or part of the affected party, if at the time of final decision the Board has specified that reconsideration is available to the parties. The power to order a reconsideration shall expire thirty (30) days after the effective date of the decision. If no action is taken on a petition within the time allowed for ordering reconsideration, the petition shall be deemed denied. The case may be reconsidered by the Board of Trustees on all the pertinent parts of the record and such additional evidence and argument as may be permitted.

14.4.4 EFFECTIVE DATE OF CLASSIFIED EMPLOYEE DISMISSAL: The effective date of the dismissal of a classified employee shall be the date on which the Board of Trustees makes a decision unless otherwise specified in the decision. Disciplinary action shall not be subject to the grievance procedure of this Agreement.

ARTICLE 15: RESIGNATION

15.1 RESIGNATIONS: When an employee desires to resign from the classified service, the employee shall submit a letter of resignation to the Superintendent or his/her designee at least two (2) weeks in advance of the last day the employee intends to work. The resignation letter shall include the last day of employment and the reason for resigning.

ARTICLE 16: SAFETY

16.1 DISTRICT AND EMPLOYEE COMPLIANCE: The District and all applicable bargaining unit employees shall conform to and comply with all health, safety, and sanitation requirements imposed by the district safety policy, state or federal law for regulations adopted under state or federal law.

16.2 NO DISCRIMINATION: No employee shall be in any way unlawfully discriminated against as a result of reporting any condition believed to be a violation of Section 16.1

16.3 SAFETY COMMITTEE: A safety committee shall be formed composed of District-appointed personnel and one (1) unit member appointed by CSEA. This committee shall review health, safety, sanitation, and working conditions.

16.4 VIOLATIONS: Any violation shall first be reported to the immediate supervisor. If there are no corrective measures visible, the violation is to be reported to the Safety Committee within two (2) days. If no progress is made, then the violation shall be reported to the District Superintendent within six (6) working days. Said report shall be in writing. At no time in this procedure shall the unit member be intimidated or ridiculed for following proper procedure.

ARTICLE 17: TRAINING

17.1 IN-SERVICE TRAINING PROGRAM: The District may provide a program of in-service training for employees in the bargaining unit, including those working the night shift, designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Participation in such training may be designated as a required duty by the District in accordance with the district safety policy.

17.2 IN-SERVICE TRAINING TIME: In-Service training shall normally take place during regular working hours at no loss of pay or benefits to employees.

17.3 REIMBURSEMENT OF TUITION: The District may reimburse employees for the tuition costs of any and all training programs.

17.4 IN-SERVICE TRAINING COMPENSATION: Unit members taking part in an in-service training program shall receive compensation at their regular daily rate for training taking place during regular work days. Regular rate of pay shall be calculated from the current salary schedule.

17.5 PROFESSIONAL GROWTH: Additional compensation shall be awarded to those who have taken or will take Superintendent-approved courses at the rate of $30 per course unit or equivalent with a maximum of twelve (12) units in any one year. A year is defined as beginning September 1 and ending August 31. Advanced Superintendent-approved courses that have been taken within the past two (2) years shall be included for payment. Failure to receive advance approval will result in 50% reimbursement.

17.6 DISTRICT COMMITMENT/REPAYMENT OF REIMBURSEMENT: Bargaining unit employees receiving reimbursement must commit to 5 years of employment with the district, or will pay the reimbursement amount received back to the district in the last pay check as voluntary agreed to on the reimbursement request.

ARTICLE 18: EFFECT OF AGREEMENT

18.1 During the term of this Agreement CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though such subject(s) or matter(s) may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement and even though such subject(s) or matter(s) were proposed and later withdrawn.

18.2 CSEA acknowledges that during the negotiations which preceded this Agreement CSEA has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties.

18.3 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by CSEA and the District.

18.4 The District and the CSEA also agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement as long as the action is not in violation of this Agreement.

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

ARTICLE 19 NEGOTIATIONS PROCEDURE

19.1 Not earlier than January 15 of the calendar year in which this Agreement expires, the Board and the Association agree to enter into negotiations over a successor Agreement by negotiating in good faith. The first negotiating meeting shall not be held until thirty (30) days have elapsed from the Association's initial proposal given to the Board in a public meeting.

The first negotiating meeting shall not be held until adequate public notice has been given to the proposals of the District and the Association. Adequate public notice shall include a public hearing.

19.2 The Association shall receive released time for mutually agreed upon negotiating sessions for three (3) Association negotiators or parity (up to 4) with the number of District representatives at the table to meet and negotiate with the District for a successor Agreement.

19.3 It is recommended by both parties that day long negotiating sessions are conducive to timely settlements and less disruptive to the educational process.

19.4 Upon request by the Association, the Board will provide budgets and other data pertaining to negotiations as they become available to the public. Information of a confidential and restricted nature will be excluded.

ARTICLE 20: SEVERABILITY

20.1 SAVINGS CLAUSE: If, during the life of this Agreement, there exists any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portions of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

20.2 In the event that any Article or Section of this Agreement by court decision, legislative action of decision of the PERB, the parties agree to meet and negotiate within thirty (30) days following such invalidation, and meet and negotiate for not longer than thirty (30) calendar days from the first meeting, for the purpose of reaching agreement on a replacement for the severed portion(s).

ARTICLE 21: DURATION

21.1 This concludes all negotiations up to and including June 30, 2019.

The parties will not reconvene for negotiations for the 2018-2019 year, unless mutually agreed upon by both parties.

Both partied will reconvene in January 2019 to negotiate a full successor agreement for the 2019-2022 school years.

Signed and entered into this 16th day of May, 2018

FOR THE DISTRICT:

President of the Board

Superintendent

FOR CSEA:

Field Representative

CSEA President

Brawley Union High School District
CSEA

Appendix A
Salary Schedule (Article 6.1)

Effective July 1, 2016

Effective July 1, 2017 5% Salary Increase

Effective July 1, 2018

Brawley Union High School District
CSEA

Appendix B
Health Benefit Premium (Article 7.1)

It is the intent that each employee receives equal contributions for health premiums. The District will provide for each employee covered by this Agreement benefits for employee only which cover health, dental, vision and paid prescription plans at cost or up to a maximum District contribution of $767.53 per month.

Effective July 1, 2018 the District will provide for each employee covered by this Agreement benefits for employee only which cover health, dental, vision and paid prescription plans at cost or up to a maximum District contribution of $814.53 per month totaling $9774.36 per year.

Effective October 1, 2018 the District will provide for each employee covered by this Agreement benefits for employee only which cover health, dental, vision and paid prescription plans at cost or up to a maximum District contribution of $822.53 per month totaling $9870.36 per year.

Employees working less than eight (8) hours per day will have a pro-rated share of the $767.53 per month paid by the employer and the employee would pay the balance for health insurance. (For example: a 4 hour employee would receive 50% of the health cap which equates to $383.76. If the employee chooses the 80-L plan, the total cost is $602.53. The employee's share will be $218.77).

Brawley Union High School District
CSEA

Appendix C
Instructional Aide NCLB Education Reimbursement

Beginning July 1, 2005, each Instructional Aide will be eligible for up to $1,000.00 in annual reimbursement for tuition fees, and book expenses for university work taken that lead to achieving of NCLB compliance. This clause will sunset June 30, 2008.

Brawley Union High School District
CSEA

Appendix D
Testing Duties

- Afternoon make-ups run after 3 pm
- Redistribute answer documents
- Check to see that all books and answer documents for each teacher packet are accounted for.
- Complete header sheets for each teacher
- Make sure that every teacher has: restroom pass, DFA, Do Not Disturb sign and absence slips
- Redistribute re-sharpened pencils
- Keep track of absence list (compare with Margie' make up list)
- Supervise students(s) who have not completed test by the end of the day
- Look through answer documents to make sure tests have been completed

Duties performed during the days that take time away from preparation time

- Call students to testing room to finish incomplete tests
- Fill-in if teachers need restroom breaks
- Test/Supervise students during make-ups when no teacher is available or during actual test day when waiting for the substitute to arrive