

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**

**GRASS VALLEY SCHOOL DISTRICT**

**And**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)**

**and its**

**GRASS VALLEY Chapter#863**

**The term of this Agreement shall be from July 1, 2020 through June 30, 2023.**

Collective Bargaining Agreement

Between

Grass Valley School District

And

The California School Employees Association and

Its Grass Valley Chapter #863

Effective June 30, 2020 through July 1, 2023

Signature Page

California School Employees Association

By:   
Michael Merriman President, CSEA Chapter #863

Date: 6/16/20

Grass Valley Elementary School District

By:   
Eric Fredrickson, Superintendent

Date: 6/16/20

*Moe Kang*

6/16/2020

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## ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement, made and entered into this June 30, 2020, herein constitutes a binding agreement ("Agreement) by and between the Governing Board of the Grass Valley School District ("District") and the California School Employees Association and its Grass Valley Chapter# 863 ("CSEA..), an employee organization.

## ARTICLE 2 - RECOGNITION

- 2.1 The District recognizes CSEA as the exclusive representative of the following District job classifications, as more fully described in Appendix A, as set out in the Public Employment Relations Board ("PERB") certification effective April 8, 2008.
- 2.2 INCLUDED JOB DESCRIPTIONS All custodial, maintenance and groundskeeper employees
- 2.3 The Bargaining Unit shall exclude all management, supervisory and confidential employees, instructional and clerical employees.
- 2.4 All newly created positions, which develop out of bargaining unit positions and which are appropriate to the bargaining unit shall be assigned to the bargaining unit. Any dispute regarding the assignment exclusion of such newly created positions shall be submitted to PERB.

## ARTICLE 3- NON-DISCRIMINATION

3.1 No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her race, color, religion, sex, national origin, ancestry, ethnic heritage, creed, sexual orientation, marital status, political persuasion, age, physical disability, mental disability, medical condition, to the extent prohibited by law.

## ARTICLE 4 • ORGANIZATIONAL SECURITY

- 4.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual bargaining unit members without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 4.2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA for the duration of this Agreement.
- 4.3 Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees or, if a religious exemption is granted by CSEA, make equivalent payment to charity in lieu of service fees.
- 4.4 No bargaining unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the bargaining unit member first comes into the bargaining unit.
- 4.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.
- a. United Way of Nevada County
  - b. Grass Valley School District Band Boosters
  - c. Grass Valley School District Parent/Teachers Club (PTC)
  - d. Grass Valley School District Foundation for the Arts and Sciences



- 4.5.1 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA Legal Department. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA Headquarters with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- 4.6 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for bargaining unit members.
- 4.7 The District shall deduct dues and service fees or payments to charity in accordance with the CSEA dues and service fee schedule from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member. A payroll deduction authorization form shall not be required for deduction of service fees or payments to charity.
- 4.8 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA Headquarters pursuant to this Agreement.
- 4.9 Along with each monthly payment to CSEA, the District shall furnish without charge an alphabetical list of all bargaining unit members identifying them by name, hourly rate of pay, and days per year in paid status and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 4.10 Nothing contained herein shall prohibit a bargaining unit member from paying service fees directly to CSEA accounting department.

- 4.11 The District shall immediately notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a due, service fee or payment in lieu of service fee deduction authorization.
- 4.12 CSEA agrees to indemnify and hold harmless the district for any loss or damages arising from the operation of this section. CSEA agrees to reimburse the District, its officers and agents for reasonable attorney fees and legal costs incurred after notice to CSEA in defending against any court of administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof providing the District has complied with the terms of this Article and has notified CSEA of its awareness of such an action.
- 4.13 Bargaining unit members on voluntary leave without pay, on laid off status, terminated from employment or not on the District's payroll for any reason for more than thirty (30) days shall be exempt from the above provisions.

## ARTICLE 5 - MANAGEMENT RIGHTS

5.1 It is understood and agreed that the District has the legal and traditional customary and usual rights, powers, functions, and authority to discharge its obligations. All rights, power or authority which the District had prior to the execution of this Agreement are specifically retained, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

## ARTICLE 6 - CSEA RIGHTS

- 6.1 CSEA shall have the right of access to areas in which unit members work, provided that such access does not interfere with a unit member's execution of assigned duties and also provided that CSEA gives notice to the immediate supervisor that he/she wishes to transact CSEA business on the job site.
- 6.2 CSEA shall have the right to use without charge District buildings, facilities and equipment at reasonable times when not otherwise in use. CSEA chapter 863 will not be charged for use of facilities unless the nature of the meeting is regional. If CSEA chapter 863 wishes to use the facilities for a meeting that is regional a facilities use form must be submitted.
- 6.3 The right to use without charge bulletin boards, mailboxes, and the use of the school mail system for the posting or transmission of information or notices concerning CSEA matters. The use of the email system by CSEA for the purpose of communication to other CSEA members is permitted. CSEA is not to use the email system to send emails to the entire district. Site representatives shall have access to mail boxes for distribution of CSEA materials. The District agrees to provide a location at the District Mail Room for CSEA to receive correspondence.
- 6.4 Upon written request, CSEA shall be supplied with information concerning the financial resources of the District, including financial reports and audits, preliminary budget requirements and allocations, agendas and minutes of Board meetings, and such other information that will assist CSEA in developing intelligent, accurate, Informed and constructive programs on behalf of bargaining unit members.
- 6.5 CSEA shall be provided with *one (1)* full copy of all Board Agendas (*packets*) and Minutes at the time of their publication. Copies of the Board Agendas (*packets*) and Minutes will be placed in the CSEA mailbox located in the district office.

- 6.6 Within thirty (30) days after the ratification of this Agreement and subsequent ratified agreements, the District shall print and provide without charge a copy of this Agreement and any ratified changes, to every bargaining unit member. Bargaining unit members who are employed after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the time of employment.
- 6.7 Upon written request, the District shall provide CSEA with the following lists:
- 6.7.1 A bargaining unit list on September 1 of each year which shall include the bargaining unit member's name, classification, hours per day, days per year, site and immediate supervisor
- 6.7.2 A list of all newly hired, transferred, promoted, demoted, terminated, retired or resigned bargaining unit members at the beginning of each quarter.
- 6.7.3 On September 1 of each year and upon written request by CSEA, the District shall provide CSEA with A seniority list for all classifications in the bargaining unit.
- 6.7.4 A list of substitutes *bimonthly*, which will include the name of the substitute, the initial date of assignment and the person and/or position for whom they are substituting and if vacant, the position control number.
- 6.8 The District shall provide release time for *no more than two (2)* CSEA delegates to attend the Annual Conference.
- 6.9 Upon written request, the District shall provide release time without loss of compensation for bargaining unit members who are Association State Officers and/or committee members to conduct necessary CSEA business. CSEA agrees to reimburse District for all expenses associated with this section. (EC 45210)
- 6.10 CSEA Negotiation Team members shall be granted reasonable period of release time without loss of compensation for the purposes of negotiations.

## ARTICLE 7 - DEFINITIONS

- 7.1 "Notice" Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent or official designee of written notice, or first class mail notice to the Office of the Superintendent or official designee, and notice to the Association shall be written notice delivered to the President of the local chapter via first class mail directed to CSEA Grass Valley Chapter 863
- 7.2 "District Seniority" is length of permanent paid status in the District from the first day in paid status. Seniority for layoff is determined by date of hire in the classification plus higher classification. (EC 45308)
- 7.3 "Substitute Employee" is an employee who is employed for less than 195 days to replace a classified bargaining unit member temporarily absent from duty. The use of a substitute employee may continue until the absent classified bargaining unit member returns. (EC 45103, 45104)
- 7.4 "Short-Term Employee" is an employee who is employed for less than 195 working days to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. For purposes of such definition only, the computation of working days shall include days actually worked, vacation, holidays, and sick leave days to which the short-term employee would otherwise have been entitled if employed as a regular member of the classified service. Short-term employees shall not be a part of the classified service and are not entitled to compensation for vacation, holidays, and sick leave while serving as a short-term employee.
- 7.5 A "vacancy" is; a new position; an opening arising from a resignation; retirement or termination or as a result of a voluntary transfer, or any position which is not committed for purposes of leaves, unresolved involuntary transfers or layoffs.
- 7.6 "Overtime" is defined to include time worked in excess of a bargaining unit members' contracted hours per day.

- 7.7 A "day" is any day in which the district office is open for business. Unless otherwise stated.
- 7.8 "Emergency" an unforeseen combination of circumstances or the resulting state that calls for immediate action.

## ARTICLE 8-PERSONNEL FILES

- 8.1 Personnel files of each bargaining unit member shall be maintained in the District's central administrative offices.
- 8.2 Every bargaining unit member shall have the right to examine his/her file upon request provided such inspection takes place outside the employee's normal working hours.
- 8.3** Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given notice and a ten (10) day opportunity to review and comment. A bargaining unit member shall have the right to enter and have attached to any derogatory statement his/her own comments. The employee shall be released from duty for no more than one (1) workday without loss of pay for this purpose. (EC 44031)
- 8.4 Derogatory written materials in the personnel file which are more than two (2) years old cannot be used in a disciplinary action and will be placed in a sealed envelope. Once sealed, the envelope may only be opened by the Superintendent or designee and a notation will be made on the envelope upon each opening indicating the date, time and name. (EC 45113d)
- 8.5 Any person who places written material or drafts written material for placement in the bargaining 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 indicate the date of such placement.
- 8.6 Information of a positive nature will be entered into the personnel file of a bargaining unit member provided it was written by the immediate supervisor or is related to the bargaining unit member's job performance.
- 8.7 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Bargaining Unit Member.



- 8.8 Upon request, a bargaining unit member shall be provided a copy of any material included in his/her personnel file. A bargaining unit member shall have the right to authorize a CSEA representative to examine their file and obtain a copy of material in the file except those materials indicated in 8.9 below. The CSEA representative shall provide a form with the bargaining unit member's signature authorizing the review of materials. Repeated or excessive requests for copies of the same material may result in a charge reflecting the direct costs of providing copies.
- 8.9 Material not subject to inspection by the bargaining unit member includes rating reports or records which were obtained prior to the employment of the bargaining unit member or obtained in connection with a promotional examination.

## ARTICLE 9-EVALUATIONS

- 9.1 Evaluations shall be considered as a tool to provide bargaining unit member with information related to job performance and shall include not only a review of the past but a plan for future improvement as well as a provision for commendations for exemplary employees.
- 9.2 Evaluations shall be conducted by the bargaining unit member's immediate supervisor. Evaluations shall not be conducted by non-management certificated or confidential personnel.
- 9.3 Permanent bargaining unit members shall be evaluated once each year no later than May 31<sup>1</sup>. Such evaluation shall consist of an overview of the current school year.
- 9.4 Probationary bargaining unit members shall be evaluated at least twice in his/her probationary period in sufficient enough time that the probationary employee may show improvement with the help of their supervisor. These evaluations of probationary employees shall not prevent the district from releasing a probationary employee before the evaluations are completed.
- 9.5 No evaluation shall be placed in a personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon the direct observation and/or verified knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 8.3
- 9.6 At any meeting to discuss an evaluation, the bargaining unit member is entitled to the right to representation. Such representative shall have the right to speak on behalf of the bargaining unit member.

- 9.7 The signing of an evaluation by a bargaining unit member only means that the bargaining unit member has received a copy of the evaluation, not that the bargaining unit member agrees with the contents of the evaluation.
- 9.8 Bargaining unit members shall be given reasonable release time without loss of pay for the opportunity to review and comment on any evaluation before it is entered into the District personnel file.

ARTICLE 10-WORK DAY, WORK WEEK, HOURS AND OVERTIME  
WORKDAY, WORK WEEK, WORK YEAR, HOURS

- 10.1 The workday, work week, and work year for all bargaining unit positions(s) shall be established, fixed and assigned by the District. Thereafter, any changes to the current bargaining unit position(s) or vacant bargaining unit position(s) shall be negotiated between the parties. (Hacienda de LaPuente)
- 10.2 The work week shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. This section shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in the overtime section of this Agreement.
- 10.3 Any bargaining unit member who is assigned to work an average of Thirty (30) minutes or more per day in the same classification, regardless of location, in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more or an average of fifty (50) minutes or more per day per quarter shall have his/her work assignment permanently adjusted to reflect the longer workday effective with the next pay period back to the first date of consecutive extended hours. All seniority leaves and other fringe benefits (sick leave, vacation and holiday pay) shall reflect the change. Unit members shall be paid the same rate of pay for the additional hours. (EC 45102, 45137)
- 10.4 When additional hours are assigned to a part-time position on a permanent basis, the assignment shall be offered to the employee working in the position when the hours are being increased.
- 10.5 For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the bargaining unit member.

## SUBSTITUTES

- 10.6 When practicable, current bargaining unit members shall be offered the opportunity to fill greater hour absences in their current classifications. Substitutes shall then be used to replace the bargaining unit member's regular assignment. It is the intent of this section to allow current bargaining unit members the opportunity to increase their regular hours in the case of absent bargaining unit members.
- 10.7 The District may fill a vacant position with a substitute or substitutes for no longer than sixty (60) calendar days.
- 10.8 A substitute may be hired for less than 195 days to replace a bargaining unit member who is temporarily absent from duty. This section does not preclude the District from hiring additional substitutes if the bargaining unit member's absence is for more than 195 days.
- 10.9 When a substitute is hired to fill a bargaining unit position in the same classification as the employee has substituted, the substitute shall be given credit for time served. The time served shall be immediately credited to the employee for the purposes of fulfilling a portion of the probationary period not exceeding six (6) months and seniority credit for all provisions of this Agreement.

## LUNCH PERIOD

- 10.10 All 8 hour per day bargaining unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the bargaining unit member has been on duty for approximately four (4) hours. The length of time for lunch periods shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour. The lunch period shall be scheduled at or about as close to the midpoint of the bargaining unit member's work shift as practicable. All employees, whose assigned shift is six (6) hours or more, shall be entitled to an uninterrupted lunch period, which shall

be scheduled at the approximate midpoint of the workday. The lunch period shall not be longer than one (1) hour nor shorter than one-half (1/2) hour in duration. (EC 45180 b)

10.11 When a workday of less than six (6) hours will complete the day's work, the lunch period may be waived by mutual consent of the bargaining unit member and the District.

## REST PERIODS/FACILITIES

10.12 All bargaining unit members shall be granted fifteen (15) minute rest period which shall be, insofar **as is** practicable, in the middle of each four (4) hour work period. Specific rest periods may be assigned by the immediate supervisor when the operational needs of the District require structured and controlled restscheduling.

10.12.1 The District shall make lunchroom, restroom and lavatory facilities available for bargaining unit member's use. Adequate custodial services will be provided to maintain restrooms in a sanitary condition.

## OVERTIME

10.13 Overtime is considered any work which is suffered and/or permitted. Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week, whether such hours are worked prior to the beginning of the regular assigned start time or following the assigned quit time. All hours worked in excess of twelve (12) hours per day shall be compensated at two (2) times the regular rate of pay. All overtime work shall be by specific assignment by the immediate supervisor. (FSLA)

10.14 A bargaining unit member who has a work day of four (4) hours or more shall, for any work required to be performed on the sixth or seventh day following the commencement of his/her workweek, be compensated for at a rate of one and one-half times the regular rate of pay for the bargaining unit member. (EC 45131)

- 10.15 A bargaining unit member who has a work day of less than four (4) hours shall, for any work required to be performed on the seventh day following the commencement of the workweek, be compensated for at a rate equal to one and one-half times the regular rate of pay of the bargaining unit member. (EC 45131)
- 10.16 Overtime shall be distributed and rotated as equally as practical among qualified unit bargaining unit members within each appropriate classification.
- 10.17 Any bargaining unit member shall have the right to refuse any offer or request for overtime or call back time except in emergency situations.
- 10.18 Emergency time for regular bargaining unit members, if worked on Sunday, shall be paid at one and one half (1 1/2) times the regular rate of pay of the bargaining unit members.

#### COMPENSATORY TIME

- 10.19 With district consent, a bargaining unit member shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted in writing to the immediate supervisor within two (2) workdays following the overtime worked. The Parties will develop a form that will be used to select compensatory time off, this form will be provided to each bargaining unit member at the time overtime is offered. If compensatory time has been elected, an employee may accumulate up to two hundred forty (240) hours in a twelve (12) month period school year. The bargaining unit member shall be allowed to carry over eighty (80) hours each year but compensatory time must be used no later than August 15 of the school year following the year in which the time was earned. Any time not used by August 15 shall be paid at the appropriate overtime rate. The bargaining unit member will provide seven (7) calendar days advance notice prior to requesting compensatory time off, unless a shorter notification time is agreed to by the bargaining unit member and his/her supervisor. The supervisor will respond to such request within forty eight (48) hours, excluding non-workdays. If compensatory time is denied, the bargaining unit member shall have the option to carry over more than the eighty (80) hours or be paid in cash at the overtime rate of pay.

## CALL **IN/BACK** TIME

10.20 A bargaining unit member called in to work outside of the regularly scheduled hours or days or recalled to work after completing their regular shift and have left the District premises, shall be paid for hours actually worked at the rate of one and one half (1 1/2) with a guaranteed minimum of two (2) hours.

## STAND BY ASSIGNMENTS

10.21 Bargaining unit members may accept stand by assignments outside their regularly assigned work hours or days. While in a standby assignment the employee must keep a pager and cell phone with them and remain available to arrive at any district site within one (1) hour of being paged or called.

10.21.1 Stand by assignment will be offered to employees who possess the necessary skills for the assignment as identified by the classification job description.

10.21.2 If there is an ongoing need for stand by assignments, the assignment will be rotated weekly. If there is more than one bargaining unit member with the necessary skills assignments will be offered on a rotational basis beginning with the most senior employee.

10.22 Bargaining unit members on standby assignments shall be paid \$25.00 per day or portion thereof that the employee is required to respond to the pager and cell phone and remain within one (1) hour of any District site. In addition, bargaining unit members shall receive a minimum of two (2) hours pay at one and on half (1 1/2) time his/her regular rate of pay for each time he/she is actually paged/called and travel to a District site. If the bargaining unit member actually works in excess *of the two (2) hours* identified above, the employee shall be paid at one and one-half (1 1/2) time their regular rate of pay for all time actually worked.



## AFTER SCHOOL COACHING POSITION(S)

10.23 Bargaining unit members that have the experience and knowledge to be an integral part of the after school coaching position(s) shall be eligible.

10.23.1 Bargaining unit members may apply for after school coaching position(s). These positions are not considered to be bargaining unit work.

10.23.2 The offering of such coaching positions to classified bargaining unit members, and the acceptance of such offers does not constitute part of their hours worked. No such hours worked in a coaching assignment shall be computed for purposes of pay as a classified employee.

10.23.3 Bargaining unit members who accept coaching positions will be paid the posted stipend for the assignment worked.

10.23.4 Bargaining unit members who accept coaching positions shall work out appropriate arrangements with his/her site administrator in order to allow flexibility in his/her bargaining unit work schedule to accommodate the coaching assignment.

## SUMMER SCHOOL ASSIGNMENTS

10.24 For the purposes of this section every classified employee shall be deemed to be employed for 12 months during each school year regardless of the number of months in which he or she is normally in paid status.

10.25 When work normally and customarily performed by bargaining unit members is required to be performed at times other than during the regular *academic* school year, the work shall be assigned to bargaining unit members in the appropriate classification and who work school term and are not providing service to the District during this time.

10.25.1 The District shall post all summer school assignments for a minimum of five (5) days on bulletin boards and in prominent locations at each District job site.

10.26 The district shall pay the classified employee for the additional assignment, not less than the compensation and benefits that are applicable to the classification during the school year. (EC 45102)

10.27 During the summer break period commencing approximately the second week of June and ending after the first week in August each year, the work hours for bargaining unit members employed full-time for 8 hours per day shall be determined by school site but shall start no earlier than 5 a.m. and end no later than 2:30 p.m. daily. Bargaining unit members working during the summer break period as set forth herein shall be entitled to lunch and break periods as set forth in Sections 10.10 and 10.12.

10.28 Alternative Work Schedule Pilot Program for Summer Break Period 2016 Effective for the 2016 Summer break period, the District and CSEA agree to establish a pilot program consistent with terms set forth below whereby all full-time unit members shall be provided with an opportunity to vote on whether to continue working his/her regular schedule of 8 hours per day, 5 days per week or an alternate schedule of 10 hours per day, 4 days per week.

10.28.1 On or about Monday, May 16, 2016, the District shall provide each full-time unit member with a form to use in selecting either their regular work schedule [8 hrs./day, 5 days/wk.] or the alternative schedule [10 hrs./day, 4 days/wk.] for the Summer break period.

10.28.2 The selection form must be signed and dated by the unit member and returned to the Director of Maintenance by no later than May 25, 2016.

10.28.3 If a majority of the unit members vote for the alternative schedule, the times set forth in Section 10.27 shall be modified to enable the unit members to work 10 hours per day, 4 days per week beginning the second week of June 2016 through the first week in August 2016.

- 10.28.4 In order to ensure that the alternative work schedule does not impede or otherwise negatively impact the District's ability to address Summer work needs and cover daily work requirements, the Director of Maintenance shall have the discretion to require that some unit members work 10 hours per day from Monday through Thursday of each week during the Summer break period and the remainder of unit members work 10 hours per day from Tuesday through Friday of each week. Affected unit members will be provided with an opportunity in seniority order to select one of the two alternative schedules [ie., Monday - Thursday or Tuesday - Friday} and if possible, consistent with the needs of the District, the Director of Maintenance will attempt to assign affected unit members to the schedule of their choice.
- 10.28.5 This pilot program shall automatically terminate at the conclusion of the 2016 Summer break period unless the parties mutually agree in writing to continue offering the alternative work schedule for the 2017 Summer break period and thereafter. If the parties agree to continue offering this alternative work schedule, Section 10.28 shall be incorporated into and become a part of Article X on Workday, Work Week, Hours and Overtime.

ARTICLE 11 - TRANSFERS, PROMOTIONS,  
DEMOTIONS, VACANCIES AND PROBATIONARY PERIOD

DEFINITIONS

- 11.1 A "lateral transfer" is a change in either work location or assignments at the same work location within the same classification and the same number of hours per day or days per year.
- 11.2 A "transfer" is a change in work location from one work site to another site within the same classification, regardless of the number of hours per day or days per year.
- 11.3 A "demotion" shall consist of the movement of a bargaining unit member from one classification to a classification with a lower salary range.
- 11.4 A "promotion" shall consist of the movement of a bargaining unit member from one classification to a classification with a higher salary range.
- 11.5 An "administrative transfer" is defined as a change in a bargaining unit member's work location by means other than (a) the employee's request, (b) promotion or (c) demotion.
- 11.5.1 An administrative transfer shall be defined as one which is initiated by the District.
- 11.5.2 Employee(s) affected shall be given at least ten (10) workdays advance notice prior to the effective date of the transfer.
- 11.5.3 If the reason for the transfer does not relate to an individual employee(s) (e.g. surplus staff vs. individual transfer), the District will first seek a volunteer(s). If no one volunteers, the District will transfer the least senior employee in the job class on the same work calendar at the affected program, school or work site.

- 11.5.4 When a vacant position is to be filled by a District initiated transfer in lieu of posting for transfers, the District shall send a written notice to the CSEA President prior to implementation explaining the circumstances of the transfer.
- 11.5.S The District shall not initiate a transfer for capricious or disciplinary reasons.
- 11.5.6 If requested by the unit member, a meeting shall be held with the Superintendent prior to implementing the transfer. At such meeting, the unit member shall be notified of the reason(s) and be given an opportunity for representation by CSEA.
- 11.5.7 Temporary assignments shall not be made for longer than thirty (30) working days unless mutually agreed to in writing by the unit member and the District. With written consent of the unit member the temporary assignment shall not be made for longer than ninety (90) days.

## GENERAL PROVISIONS

11.6 Bulletin boards and in prominent locations at each District job site. Notices of vacancies shall be posted simultaneously for at least (5) working days on the

11.6.1 The job vacancy notice will contain EC 45101 a, 45169)

- The job titles
- A brief description of the position and duties
- The minimum qualifications required for the position
- Primary job **site**.
- The number of hours per day
- Regular assigned work shift times
- Days per week.
- Days per year.
- Salary range

11.7 Deadline for filing to fill the vacancy shall be no less than ten (10) working days after the initial posting of the vacancy.

11.8 Any bargaining unit member may apply for a vacancy.

11.9 CSEA shall be entitled to appoint a representative who is a dues paying bargaining unit member to all interview panels that are held to hire any management positions that oversee classified staff. The lead custodian at each site shall be appointed to the interview panel as long as he/she is a dues paying CSEA member in good standing. If the lead custodian does not meet this criterion the most senior dues paying member in good standing shall be appointed. If the supervisor is not site specific, then the most senior CSEA member in the maintenance department will serve on the interview panel.

#### FILLING OF VACANCIES

11.10 The District shall fill all vacancies by completing procedures in the following priority order.

11.11.1 The District shall recall bargaining unit member(s) on any existing reemployment list (to include layoff and medical reemployment lists) as required by law. (Tucker v Grossmont)

11.11.2 A permanent employee may apply for transfer at any time to any vacancy within his/her present classification by submitting a request for transfer with the District Office.

11.11.3 Employees transferred into vacancies shall not be required to serve a probationary period. •

11.11.4 When a new position is created or an existing position becomes vacant, bargaining unit employees serving in the same class shall be given the opportunity to transfer to the vacant position and will be given first consideration as per Ed code.

11.11.5 The District shall consider and determine the following in making voluntary transfers:

- Classification seniority
- Experience and recent training of the staff member
- The operational and educational needs of the District

11.11.6 An employee applying for a position under the provisions of this Article and not appointed shall be given the specific reasons for the denial within five (5) working days of receipt of request.

## PROMOTIONS

11.12 If a new or existing position is not filled from within the same classification (transfer), the District will provide to District employees the opportunity to apply and be interviewed.

11.12.1 The District shall consider and determine the following in promoting employees:

- Classification seniority
- Qualifications
- Experience and recent training of the staff member
- The operational and educational needs of the District

11.12.2 Any employee in the bargaining unit may file for a vacancy by submitting written notice to the District Office within the filing period.

11.12.3 All qualified applicants shall be interviewed.

## • PROBATIONARY PERIOD

11.13 The probationary period for all newly hired bargaining unit members shall be twelve (12) months and shall be subject to the evaluation process pursuant to Article 9.4 of the collective bargaining agreement.

11.14 The probationary period for all promoted bargaining unit member shall be six (6) months. If the bargaining unit member does not pass probation, then the bargaining unit member shall have reversion rights to his/her previous classification.

11.15 There shall be no probationary period for bargaining unit members who accept a lateral transfer, a transfer, a demotion or are recalled from an existing reemployment list.



## ARTICLE 12-PAY AND ALLOWANCES

### Salary increase contingency language 2020-2021:

The District and CSEA agree if any other employee of the District receives a salary increase for the 2020-2021 school year CSEA will receive the same salary increase for the 2020-2021 school year. The District and CSEA agree if any other employee of the District receives an off the salary schedule increase for 2020-2021 CSEA will receive the same off the salary increase for 2020-2021.

#### 12.1 Pay for 12 month bargaining unit members shall be computed on the following basis:

12.1.1 Hours worked per day x hourly rate of pay x number of days per year worked (i.e. 260 days including holidays) divided by 12 months. In school years where the work year is 261 days, an unpaid non-work day shall be scheduled by the District to maintain the work year at a constant 260 days.

#### 12.2 Pay for less than 12-month employees shall be computed on the following basis:

12.2.1 Hours worked per day x hourly rate of pay x number of days per year worked (plus holidays and winter and spring recess vacation days) divided by the number of months the bargaining unit member works (i.e. 10, 11 or 12 months) (EC 45165)

12.3 All regular paychecks of employees in the bargaining unit shall be issued monthly on the District's last regular working day of the month.

12.4 Whenever it is determined that an error has been made in the calculation or reporting of any classified employee payroll or in the reporting of any classified employee's salary which results in an underpayment to the bargaining unit member, the District shall, within 5 workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (EC 45167)

12.5 Whenever it is determined that an error has been made in the calculation or reporting of any classified employee's salary that results in an overpayment, before any attempt at

recouping any overpayment, the District shall meet with the affected employee and his/her representative. provide any and all relevant information to the employee that supports the Districts opinion that an overpayment has occurred.

(State CSEA v State Personnel Board)

12.6 If the employee agrees that an overpayment has occurred, the District and the Employee shall agree to a repayment plan, which shall be a written agreement and signed by both parties. If the employee does not agree that an overpayment has been made, the District shall be required to follow the applicable State and Federal laws regarding wage garnishment. In no instance will the District unilaterally attempt to recoup an alleged overpayment without meeting with the affected employee. (State CSEA v State Personnel Board)

12.7 The hourly rate of pay for each classification in the bargaining unit shall be in accordance with Appendix A which is attached and incorporated **as a** part of this Agreement.

12.8 A bargaining unit member's regular rate of pay shall include any shift differential and/or longevity required to be paid under this Agreement.

• 12.9 When an increase is negotiated between the parties, the salary schedule shall be increased by such amount with the appropriate effective date. The parties agree to maintain a "squared salary schedule" to the extent that any adjustments made to the salary schedule will be applied to all steps and ranges.

12.10 Prior to action by the Board of Trustees establishing a new classified bargaining unit job description and salary range placement, the District shall negotiate with CSEA. (Mandatory Subject of Bargaining)

## STEP PLACEMENT AND MOVEMENT

12.11 Step credit shall be given to new bargaining unit members for outside related experience. Two years of outside experience shall count as one year of in-district experience. Such experience shall enable the bargaining unit member to be initially placed on maximum of Step 3 of the appropriate range. CSEA shall be notified of any newly hired bargaining unit member's placement on Step 2 or Step 3.

12.12 Step increases shall be paid on the beginning of the fiscal year (July 1) following the completion of a year in which the employee has worked 75% of the school year.

12.13 In instances of a bargaining unit member being promoted to a classification with a higher salary range, the bargaining unit member shall be placed on the new range and step, which provides for not less than a five percent (5%) increase unless there are no available steps which would result in a five percent (5%) Increase. In those cases, the bargaining unit member shall be placed on the highest available step of the new range.

12.14 In instances of a bargaining unit member being voluntarily demoted, the bargaining unit member shall retain the step placement held prior to the change on the new salary range.

12.15 A bargaining unit member who resigns and is reemployed in the same classification within thirty-nine months one shall be placed at the same step on the salary schedule with all rights and privileges provided the bargaining unit member prior to his/her resignation. This provision shall apply only to bargaining unit members who were originally employed for not less than three (3) years prior to his/her resignation.  
(EC 45309 39 months)

12.16 The District's contribution to the California Public Employees Retirement System (PERS) due for each bargaining unit member belonging to PERS shall be calculated on the unit member's gross salary in accordance with the rate declared by PERS for the employer's contribution.

12.17 Lead Custodian Stipend. A Lead Custodian may be named at a school site with two F.T.E. custodians and shall be paid a stipend of \$150.00 additional per month.

12.17.1 A Maintenance Lead will be paid a stipend of \$300.00 additional per month.

## LONGEVITY

12.18 Longevity pay shall be granted to all eligible employees, regardless of classification, on the following basis:

- a . At 15 years of service: 1% or \$20 additional per month (whichever is more)

- b. At 20 years of service: 2% or \$35 additional per month (whichever is more)
- c. At 25 years of service: 3% or \$55 additional per month (whichever is more)
- d. At 30 years of service: 4% or \$90 additional per month (whichever is more)

12.19 Longevity increments earned shall be carried forward in the event the bargaining unit member is transferred, promoted or demoted to a new classification.

#### CERTIFICATES, LICENSES AND IMMUNIZATIONS

12.20 The District shall pay the cost of maintaining certificates, licenses and immunizations required by the bargaining unit member's current job description. A bargaining unit member who is required by his/her classification to attend trainings to maintain his/her certificates and/or licenses shall be paid for attending the training program at the appropriate rate of pay or released from duty with pay to attend the training program. Registration fees to attend the training shall be advanced.

#### MILEAGE

12.21 Bargaining unit member(s) whose work assignment requires travel, will be furnished either transportation or be reimbursed for all mileage incurred other than mileage to and from home and the primary work station. Reimbursement shall be at the current established Internal Revenue Service (IRS) rates.

12.22 Bargaining unit members that are assigned to more than one work location shall be paid mileage for travel between work locations shall be reimbursed at the current established Internal Revenue Service (IRS) rate.

#### MEALS

12.23 Bargaining unit members whose work assignment requires them to have meals away from the District shall be reimbursed in accordance with the applicable Internal Revenue Service (IRS) reimbursements for meals. Sales tax shall be added to the

maximum allowances listed. Gratuities shall be reimbursed up to 20% if the meal and gratuity do not exceed the limit for reimbursement.

## LODGING

12.24 If a bargaining unit member's work assignment necessitates lodging away from home, the District shall pay lodging fees including applicable taxes. If the bargaining unit member incurs costs for supplemental necessities, these costs shall be paid by the bargaining unit member.

## TOLLS AND PARKING FEES

12.25 Bargaining unit members whose work assignment requires payment of tolls and/or parking fees shall submit receipts to the accounting department to receive reimbursement. Bargaining unit members shall be reimbursed for these fees as soon as practicable.

## OUT OF CLASSIFICATION PAY

12.26 Bargaining unit members may be required to perform duties inconsistent with those assigned to the position for more than five (5) working days in a fifteen (15) calendar period provided the duties reasonably relate to those fixed for the position. The bargaining unit employee's salary will be adjusted upward retroactive to the first day of assignment for all days worked in that assignment. The upward salary adjustment shall be on the same range that the out of classification duties are assigned and the employee shall maintain his/her current step placement on the out of classification range.

## ARTICLE 13- EMPLOYEES SAFETY, EXPENSES AND MATERIALS

### TOOLS/EQUIPMENT


- 13.1 The District agrees to provide tools, equipment and supplies necessary to bargaining unit members for performance of employment duties (including hair nets, aprons, gloves, etc.). If a particular job would result in damage or destruction of personal clothing of bargaining unit members, the District shall provide coveralls and/or protective clothing. Such expenses shall be borne by the District.

### SAFETY

- 13.2 It is the desire and intention of all concerned to maintain high standards for safety in order to eliminate, as much as possible, industrial accidents and illnesses.
- 13.3 Bargaining unit members shall report unsafe conditions and/or equipment to his/her immediate supervisor. The report shall be made in writing and include the following:
- 13.3.1 Date of report
  - 13.3.2 Name of bargaining unit member making report
  - 13.3.3 Location of unsafe condition and/or equipment
  - 13.3.4 Description of unsafe condition and/or equipment
- 13.4 Bargaining unit members who believe that some aspect of their work or some specific assignment is not safe or might unduly endanger the health and/or safety of either the member or other persons shall report such situation or concern to the immediate supervisor followed by a written report with a copy to the CSEA Chapter President. The supervisor will immediately investigate the situation/concern and report his/her findings in writing to the bargaining unit member with a copy to CSEA Chapter President.

13.4.1 No bargaining unit member shall be in any way discriminated against or disciplined as a result of reporting any condition believed to be a safety violation. •

13.5 A bargaining unit member may use reasonable force in the course and scope of his/her employment when necessary to protect himself/herself from attack, to protect another person or property to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects on or within the control of a student. In the event criminal or civil proceedings are brought against the bargaining unit member as a result of his/her use of reasonable force as specified herein, the unit member may request that the District defend him/her in such proceedings. In determining whether or not to provide the unit member with a defense, the District shall adhere to the requirements of Government Code sections 995-996.6 governing the defense of public employees. If the District does not provide the unit member with a defense and the unit member prevails in the proceedings, the District may elect to reimburse the unit member for the attorney's fees the unit member incurred in defending himself/herself.





## ARTICLE 14- HEALTH AND WELFARE BENEFITS

### 14.1 HEALTH AND WELFARE BENEFITS

14.1.1 Each full-time bargaining unit employee and eligible dependents will have the opportunity to enroll in the District provided medical, dental and vision insurance programs for the months the employee works. The District's maximum monthly contribution toward the cost of such medical, dental, and vision benefits shall be \$467.80 ~~\$500.00~~ \$640.00 per month or ~~\$5613.60~~ ~~\$7,080.00~~ \$7,680.00 annually for 8 hours per day, 12-month employees. Full time employees whose health plan value amounts to less than \$640.00 per month or \$7,680.00 annually, shall be compensated the difference between the two on their monthly paycheck. *(revised 08/08/17)*

14.1.2 Each regular part-time employee (an eligible employee) and eligible dependents that works twenty (20) hours a week or more may elect to enroll in the District provided medical, dental and vision insurance programs for the months the employee works. The District's maximum monthly contribution toward the cost of such medical benefits of ~~\$467.80~~ ~~\$590.00~~ ~~\$640.00 per month or~~ ~~\$7,080.00~~ ~~\$7,680.00 annually~~ *(revised 08/08/17)* shall be prorated based on the number of hours the employee works per day as compared to 8 hours per day. Any eligible part-time employee receiving medical benefits as provided herein shall be obligated to pay the difference between the monthly premium for such medical benefits and the District's contribution for every month the employee works and the employee shall further be required to pay the difference between the monthly premium and the District's contribution for July and August of each year.

### FMLA/CFRA LEAVE

14.2. When a bargaining unit member is on a qualifying FMLA and/or CFRA leave of absence, the District continue its contribution to benefits. Once FLMA/CFRA leave is exhausted the bargaining unit member requests further leave in accordance with Education Code 45195. If further leave is granted the bargaining unit member shall be responsible for the entire cost of his/her health benefits. The bargaining unit member

will be permitted to remain in the District offered plans of their choice and for which they are eligible at his/her own expense. Arrangements for payment shall be made with the Business Office. FMLN12 weeks w/ benefits.

#### 14.3 BENEFITS UPON RETIREMENT

14.3.1 Retiring unit members may continue to receive health benefits at their own expense and in accordance with requirements of the District's health insurance provider

#### 14.4 SECTION 125 PLAN

14.4.1 The District shall offer an approved Internal Revenue Service Code Section 125 Plan to all eligible bargaining unit members, i.e. bargaining unit members working 15 hours per week or more.

## ARTICLE 15-VACATION

- 15.1 All bargaining unit members shall earn paid vacation time. Vacation benefits are earned on a fiscal year basis and shall be advanced on July 1<sup>5</sup>of each year.
- 15.2 Vacation time shall be earned and accumulated as follows but may not be utilized until the employee has worked for the district for a period of six (6) months:
- 15.2.1 0 through 5 years of service - one day per month
  - 15.2.2 5 years through 7 years - 1.0 additional day per fiscal year
  - 15.2.3 8 years through 10 years - 2.0 additional days per fiscal year
  - 15.2.5 10 years and above - 3.0 additional days per fiscal year
- 15.3 A day is defined as the number of hours a bargaining unit member is assigned to work each day. Pay for vacation days for bargaining unit members shall be the same as that which the unit member would have received had he/she been in a working status.
- 15.4 When a bargaining unit member leaves employment with the District for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date the bargaining unit member leaves District employment, excluding any vacation used.
- 15.5 A bargaining unit member may carry over the equivalent of one year's vacation entitlement into the next fiscal year. If the bargaining unit member is unable to schedule by mutual agreement with the district his/her vacation within the prescribed time, the District shall pay the bargaining unit member for his/her vacation.

## VACATION SCHEDULES -12 MONTH EMPLOYEES

15.6. working days prior to the beginning date of vacation being requested.  
15.6. Request for vacation must be submitted to the immediate supervisor at least ten (10)

15.6.1 Vacation requests shall be approved or denied within five (5) workdays of receipt.

15.6.2 Requests for emergency vacation time may be approved without complying with the ten (10) working day notice.

## VACATION POSTPONEMENT/INTERRUPTION/CANCELLATION

15.7 If a bargaining unit member's approved vacation comes due during the period when he/she is on leave due to an illness or injury, he/she shall be allowed to postpone his/her vacation. The employee shall reschedule such postponed vacation in accordance with Section 15.6.

15.8 to begin sick leave requiring services of a doctor, or bereavement leave without return  
A bargaining unit member shall be permitted to interrupt or terminate vacation in order

to duty status provided the bargaining unit member notified the District and submits supporting information substantiating such interruption or termination upon return to work.

15.9 Should an emergency arise, the immediate supervisor retains the right to cancel vacation. Emergencies are defined as natural disasters, and other situations that severely impede the District day-to-day operations or create a financial hardship on the District. The District shall compensate the bargaining unit member for all reasonable out of pocket expenses that can be substantiated for such cancellation. Bargaining unit member's vacation shall not be charged and will be provided an additional day of vacation for the inconvenience of having their vacation cancelled by the District for emergency situations.

15.10 No unit member shall be required to utilize vacation for a holiday that occurs during the unit member's scheduled vacation.

## ARTICLE 16- HOLIDAYS

16.1 The following days are designated as paid holiday for bargaining unit members.

16.1.1 New Year's Day

16.1.2 Martin Luther King, Jr. Day

16.1.3 Lincoln's Day or specified alternate day

16.1.4 President's Day

16.1.5 Memorial Day

16.1.6 Independence Day

16.1.7 Labor Day

16.1.8 Veteran's Day

16.1.9 Thanksgiving Day

16.1.10 Day after Thanksgiving (substituted for Admissions Day)

16.1.11 Christmas Eve

16.1.12 Christmas Day

16.2 An employee must be in paid status on their regularly assigned workday which immediately precedes or succeeds the holiday in order to be eligible for the holiday. Part-Time employees are only eligible for those holidays that fall within their part-time work year. Holiday pay for part-time personnel shall be prorated in accordance with the employees work assignment.

16.3 Normally, when a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. However, CSEA and the District shall negotiate holiday placement on the annual District calendar each year.

16.4 All hours worked on holidays designated by this Agreement shall be compensated at one and one half (1 1/2) times in addition to the pay for the holiday, which shall equal two and one half (2 1/2) times the regular rate of pay (EC 45203)

#### ADDITIONAL HOLIDAYS

16.5 Every day declared by the President of the United States or Governor of this State as a public fast, mourning, thanksgiving or holiday, or any day declared a holiday by the Governing Board under applicable laws, shall be a paid holiday for all bargaining unit members.





## ARTICLE 17 - GRIEVANCE PROCEDURE

### DEFINITIONS

- 17.1 A "grievance" is a claim by a bargaining unit member or CSEA that there has been a violation, misinterpretation or misapplication the specific provisions of this Agreement.
- 17.2 A "grievant is the person or persons, including CSEA or representatives, making the claim.
- 17.3 A "Day" is defined as any day the District Office is open for business.

### GENERAL

- 17.4 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the interpretation and application of this Agreement.
- 17.5 The time limits specified should be considered firm but may be extended by mutual agreement in writing.
- 17.6 Bargaining unit members are entitled to representation by CSEA at all levels. The District shall notify the CSEA Chapter President prior to all grievance meetings at any level of the grievance procedure as set forth below.
- 17.7 CSEA authorized Job Stewards shall be allowed release time for the purpose of investigating and processing potential grievances and attending grievance meetings.

### GRIEVANCE PROCEDURE

- 17.8 Level I Within ten (10) days after the grievant knew or reasonably should have known of the circumstances which form the basis of the grievance. The grievant *may* present the grievance to the immediate supervisor along with or through the job representative.



17.8.1 The grievance shall be submitted in written form.

17.8.2 The supervisor shall respond in writing within five (5) days. The day the grievance is submitted shall not be counted as one of these five (5) days.

17.9 Level II - If the grievant is not satisfied with the response by the immediate supervisor. The grievant along with or through the job representative may appeal the grievance to the Superintendent. The appeal shall be submitted to the Superintendent within ten (10) days of the grievant's receipt of the supervisor's response and include:

17.9.1 The exact and specific provision(s) of this agreement which are alleged to have been violated, misapplied or misinterpreted.

17.9.2 Appropriate dates, time, action and/or conduct which gave rise to the grievance.

17.9.3 The reason(s) why the immediate supervisor's response and proposed resolution is not satisfactory and

17.9.4 The remedy sought.

17.9.5 The Superintendent shall respond in writing within five (5) days.

17.10 Level III - If the grievant is not satisfied with the Superintendent's decision at Level II, the grievant along with or through the job representative may request that the Superintendent submit the grievance to mediation. The request shall be submitted in writing within ten (10) days of the date of the Superintendent's Level II decision.

17.10.1 Within ten (10) days of receiving the request, the Superintendent shall contact the State Mediation and Conciliation Service (SCMS) to supply a mediator.

17.10.2 As soon as possible after the SMCS's assignment of a mediator, the parties shall meet with the mediator who shall hear the arguments of both parties and attempt to resolve the dispute.

17.10.3 Settlement proposals submitted or exchanged during mediation are confidential and shall not be used as evidence in the event the grievance is not resolved and proceeds to Level IV.

17.11 Level IV - If mediation fails to produce a resolution of the grievance, the grievant along with or through the job representative may submit an appeal to the Governing Board. The appeal must be in writing and shall be submitted with ten (10) days following the date of mediation.

17.11.1 The Board shall schedule a closed session to hear the grievance as soon thereafter as possible, but in no event more than thirty (30) days following submission of the appeal, unless the parties agree in writing to extend the deadline.

17.11.2 The Board shall hear the arguments of the grievant, either along with or through the job representative, and the District. The Board shall have the right to ask any questions of the parties.

• 17.11.3 After hearing from the parties, the Board shall excuse the grievant and the District in order to deliberate. Absent unforeseen circumstances, the Board shall communicate its decision on the grievance as soon as possible following the closed session, but in no event more than thirty (30) days after that closed session.

17.11.4 The Board's decision shall be final and binding on both parties.

## MISCELLANEOUS

17.12 CSEA shall (on its own behalf or on the behalf of the affected employee(s)) initiate with the Superintendent a grievance which affects more than one bargaining unit member at more than one location or if the immediate supervisor does not have the authority to remedy the grievance.

17.13 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the grievance procedures by reason of such participation.

17.14 A bargaining unit member may be represented at all stages of the grievance procedure by himself or herself or, at their option, by a representative of CSEA. A bargaining unit member may at any time present a grievance to the District and have such grievance adjusted without the intervention of CSEA as long as the adjustment is reached prior to arbitration and the adjustment is consistent with the terms of this written Agreement. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

17.15 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.

17.16 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.

## ARTICLE 18-DISCIPLINARY PROCEDURES

### APPLICATION AND AUTHORITY

- 18.1 This Article shall apply to permanent bargaining unit members only.
- 18.2 "Discipline", as used in this Article, means suspension without pay, involuntary demotion or any reassignment without his/her voluntary consent and/or termination from employment, which shall be initiated at the sole discretion and authority of the District. Other informal disciplinary actions, such as oral reprimands, written reprimands and warnings, may be administered informally, without being subject to the provision of this Article, by the immediate supervisor. (EC 45101)
- 18.3 Grounds for disciplinary action -One or more of the following causes shall be grounds for suspension, demotion, or dismissal of any permanent classified employee:
- 18.3.1 Incompetency.
  - 18.3.2 Inefficiency, carelessness or negligence in the performance of duty or in the care or use of District property.
  - 18.3.3 Neglect of duty.
  - 18.3.4 Insubordination.
  - 18.3.5 Dishonesty.
  - 18.3.6 Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect up the employee or upon employees associated with him/her.
  - 18.3.7 Unlawfully possessing or being under the influence of a controlled substance at work or furnishing a controlled substance to a minor.

- 18.3.8 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 18.3.9 Absence without leave.
- 18.3.10 Discourteous treatment of the public, students, or other employees.
- 18.3.11 Improper political activity.
- 18.3.12 Willful disobedience.
- 18.3.13 Falsifying any information supplied to the District, including, but not limited to: information supplied on application forms, employment records, or any other District records.
- 18.3.14 Violation of District, Board or departmental rule, policy or procedure.
- 18.3.15 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 18.3.16 Any mental or physical disability which substantially limits one of life's major functions and precludes the employee from performing the essential functions of his/her position with or without reasonable accommodation.
- 18.3.17 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital

status, sex, or age against the public or other employees which acting in the capacity of a district employees.

18.3.18 Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State of the United States occurring on the job or directly related thereto.

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

#### 18.4 Procedure

18.4.1 The Superintendent shall initiate all disciplinary actions under this Article.

18.4.2 No permanent employee shall be suspended, demoted or dismissed unless there is sensed upon said employee a written notice of suspension, demotion or dismissal, signed by the disciplinary authority/Superintendent, and stating the reason for the suspension, demotion or dismissal, and stating the effective date thereof.

18.4.3 No disciplinary action shall be taken for any cause which arose before the bargaining unit member became permanent, nor for any cause which arose more than two (2) years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the bargaining unit member when it could be reasonably assumed that the bargaining unit member would have disclosed the facts to the District. (EC45113 d)

18.4.4 The notice shall be included in the employee's personnel file only after the charges are sustained at the conclusion of an evidentiary hearing, and a copy of the notice shall be sent to the Association. The notice shall include:

- A statement of the proposed disciplinary action;

- A statement of the cause(s), specifying acts and/or omissions, upon which the disciplinary action is based;
- Designation of rule or regulation (if any) which the employee has violated;
- All materials and/or evidence upon which the disciplinary action is based;
- A statement of the employee's right to respond within a designated period of time. (EC 45113, Skelly v State Personnel Board)

18.4.5 All discipline under the authority of the Article shall be for cause, as shall be specified in the notice of proposed disciplinary action.

## 18.5 Skelly Review

18.5.1 The employee and or CSEA shall have the right to request a "Skelly" hearing with a review officer who is impartial and uninvolved with the disciplinary action, but who has the authority to sustain, modify in some specified way or rescind the charges.

18.5.2 After completing the "Skelly" review, the review officer shall submit a written report to the District with a copy to the employee and CSEA. The report shall include a description of the charges, what was done in the course of the review and the reasons for the review officer's conclusion.

18.5.3 If the charges and disciplinary action are sustained or modified the employee shall be informed of the specific charges and the evidence against him/her based on the review officer's findings of the charges and the disciplinary action. The written charges shall include a request for an evidentiary hearing and a card or paper, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges.

## 18.6 Hearing Procedures

18.6.1 The Board of Trustees shall schedule a Disciplinary Hearing at a special meeting for the purposes of the disciplinary hearing. If the Board so desires they may appoint an administrative law judge (ALJ) to hear the evidence and make a recommendation to the Board.

18.6.2 At the hearing, the employee and his/her representative shall have opportunity to testify, present evidence and witnesses pertaining to the proposed disciplinary action.

18.6.3 The ALJ shall issue written findings of fact and conclusions of law and a recommendation based on these findings and conclusions and shall be advisory to the Board of Trustees.

18.6.4 If the Board's decision is different than the ALJ's recommendation The Board may:

18.6.4.1 Adopt the proposed decision in its entirety.

18.6.4.2 Reduce the disciplinary action set forth in the proposed decision and adopt the balance of the proposed decision.

18.6.4.3 Reject any reduction in disciplinary action proposed by the hearing officer, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

18.6.4.4 Reject the proposed decision in its entirety.

18.6.4.4.1 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional



evidence, or may refer the case to the same or another hearing officer to take additional evidence.

18.6.5 The decision of the Board of Trustees shall be final and binding on all parties.

## ARTICLE 19- LEAVES

### GENERAL LEAVE POLICIES

19.1 Except for purposes of Catastrophic Leave as set forth below in Section 19.18, "immediate family" is defined as follows:

19.1.1 The spouse, son, daughter, brother, sister, mother, father, grandmother, grandfather, grandchild, foster parent, step parent, step child, foster child of the bargaining unit member or the spouse of the bargaining unit member; son-in-law, daughter-in-law, brother, sister or any relative living in the immediate household of the bargaining unit member. (EC 45194)

19.2 Eligible bargaining unit members on paid leave shall continue to receive the benefits provided in Article 14 Health and Welfare Benefits.

• 19.3 Bargaining unit members shall complete and file an absence report with his/her immediate supervisor following any absence.

19.4 No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

### BEREAVEMENT LEAVE

19.5 Bargaining unit member shall be granted leave with full pay in the event of the death of a member of the bargaining unit member's immediate family as defined in 19.1.1 above.

19.6 The leave shall be for a period of three (3) days if the death or funeral takes place when less than 500 miles is required for travel one way.

19.6.1 The leave shall be for a period five (5) days if the death or funeral takes place when more than 500 miles is required for travel one way.

## MILITARY LEAVE

19.7 A bargaining unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

## SICK LEAVE

19.8 Bargaining unit member shall be granted one day (1) of sick leave credit for each calendar month of service rendered the District. This benefit shall be pro-rated for part- time personnel. (EC 45191)

19.9 At the beginning of each fiscal year, the full amount of sick leave granted under Section 19.8 shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

19.10 Doctor and dentist appointments scheduled during the bargaining unit member's work day shall be deducted from sick leave. The deduction shall be for only the portion of the work day that the bargaining unit member was absent.

19.11 Pregnancy shall be treated as an illness for the purpose of sick leave.

19.12 A bargaining unit member may use any available sick leave for personal illness or injury for a child, parent, or spouse who is ill or injured. Notice of intent to be absent shall be given to the bargaining unit member's immediate supervisor. (FMLA)

19.13 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 of sick leave. (EC 45191)

19.14 Sick leave shall be accumulated without limitation.

19.15 Sick leave may be taken in no less than 30 minutes increments.

#### SICK LEAVE CONVERSION ANO INCENTIVE

19.16 The bargaining unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor if he/she is filing a request for retirement pursuant to PERS regulations.

#### EXTENDED ILLNESS LEAVE

19.17 Upon expiration of all of the bargaining unit member's available paid leave, the bargaining unit member is entitled to a period of up to five (5) school months of extended illness leave and the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the amount which is actually paid a substitute employee to fill his/her position during the absence. (EC 45196)

#### CATASTROPHIC LEAVE

19.18 Definition of Catastrophic Leave: Catastrophic leave may be available for employee illness, or health reasons affecting a member of the employee's immediate family For purposes of catastrophic leave only, "immediate family" is defined to includes the mother, father, grandmother, grandfather or a grandchild of the employee or the spouse of the employee; and the spouse, son-in-law, daughter, daughter in-law, brother, sister or member of the immediate household of the employee) which require the employee to take extended time off from work (12 consecutive days or more). Catastrophic leave is paid leave of absence which may only be used for verifiable, long term illness or injury (physician verification shall be required) such as, but not limited to, accident, cancer or heart attack which clearly disables the employee or family member. (Ed. Code 44034.5)

19.19 Catastrophic Leave Program: Any classified/confidential employee may donate up to 30 hours of accumulated unused sick leave to the catastrophic leave "pool." The recipient shall be paid at his/her regular rate of pay. Classified/confidential employees must maintain a minimum of two (2) years entitlement of sick leave for themselves.

19.19.1 Coverage: A permanent employee who has worked for the District a minimum of one school year is eligible to apply for catastrophic leave when all accrued paid leave is exhausted.

19.19.2 Process for Applying for Catastrophic Leave: Any classified/confidential employee meeting the above requirements may apply for catastrophic leave by using the approved application form available from the District Office.

19.19.3 Process for Donating Hours: Any permanent classified/confidential employee may donate 3 to 30 hours to the catastrophic leave "lottery pool.. between August 15th and September 15th of each school year. Employees who have donated hours will be placed on a list. The order of the list shall be determined in a random lottery drawing. As catastrophic leave is drawn, one hour shall be subtracted from each person on the list in turn. All persons on the list shall donate one hour before the person at the top of the list donates a second hour. Donated time will be subtracted from the donating employees' accumulated sick leave. The District shall notify donors as their donation is used. Unused donated time will not be docked from the contributing member. However, all donations to the lottery pool are irrevocable unless the employee separates from the district.

19.19.4 Leave Limitation: Catastrophic leave shall not be used in conjunction with PERS long-term disability insurance or Social Security benefits. Before an employee goes on catastrophic leave using donated time, the employee shall use any leave credits that he/she may accrue on an

annual basis and extended health leave prior to receiving catastrophic sick leave.

19.19.5 Catastrophic leave shall not exceed the equivalent of twenty (20) days in any two consecutive years.

19.19.6 If the majority of the classified employees of the district agree to change catastrophic leave, CSEA and the district agree to meet and negotiate the change.

#### INDUSTRIAL ACCIDENT/ILLNESS LEAVE

19.20 A bargaining unit member suffering an injury or illness arising out of employment shall be entitled to a leave up to sixty (60) working days in any one fiscal year for any one accident or illness. This leave shall not be accumulated from year to year. The leave shall commence with the first day of absence and must be reported to the immediate supervisor within twenty-four (24) hours of the injury or illness.

19.21 During any industrial accident or illness leave, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or industrial illness. The District, in turn, shall issue the bargaining unit member the appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized deductions. (That portion of the bargaining unit member's salary that represents the temporary disability amount is not subject to federal and or state tax and no deduction will be made for that amount.)

19.22 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitled to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, extended illness leave, vacation or other paid leave may then be used. If however, a bargaining unit member is still receiving temporary disability payments at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and

available leaves which, when added to the temporary disability payments provides the bargaining unit member's regular salary.

- 19.23 Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 19.24 The District shall provide all bargaining unit member with modified/fight duty within the restrictions of the treating physician(s) when practical.
- 19.25 If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit member is still unable to perform the duties of his/her position; he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed 39 months, the bargaining unit member is able to perform the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. The bargaining unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case, he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent bargaining unit member. (EC 45192)

#### PERSONAL NECESSITY

- 19.26 Personal necessity leave shall be limited to circumstances serious in nature which the bargaining unit member cannot reasonably be expected to disregard.
- 19.27 In any year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons.
- Death of a member of the immediate family, when leave is in addition to Bereavement Leave is required.

- Accident to the bargaining unit member or the bargaining unit members' property or the person or property of the member of the bargaining unit member's immediate family.
- Court appearance as a litigant, party or witness.
- Critical illness of a member of the bargaining unit member's immediate family. The term critical illness as used herein indicates there is a serious illness concerning the survival of the patient and utilization under this section requires a physician's statement that the bargaining unit member's presence is required or desirable.
- The bargaining unit member shall be required to provide notice as soon as practicable for personal necessity leave taken.

## MATERNITY LEAVE

19.28 Accrued sick leave may be used by a bargaining unit member during the prenatal and/or postnatal period of pregnancy necessitated by pregnancy, miscarriage, childbirth and/or recovery.

19.29 Once a bargaining unit member has exhausted accrued sick leave, the bargaining unit member shall be entitled to use extended illness leave provided that:

19.29.1 The bargaining unit member is physically unable to perform the duties of the position and such disability is a direct result of the pregnancy, miscarriage, childbirth and/or recovery.

19.29.2 The claim is supported with written verification of the physical disability and cause by the attending physician.



## CHILD REARING LEAVE

19.30 A bargaining unit member who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum leave of six (6) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

## FAMILY MEDICAL LEAVE

19.31 Eligible bargaining unit members that have worked during the previous 12 months may take a combined total of twelve (12) work weeks of unpaid leave during any one year period for the bargaining unit member's own illness, the birth and first year care of a child, the adoption or foster-parent placement of a child, and for the care of a child, spouse, or parent, who has a serious health condition. A serious health condition is an illness, injury or chronic condition requiring in-patient care in a hospital or continuing treatment by a health care provider.

19.32 A bargaining unit member, if possible, must give notice before taking leave. Leave may be used incrementally in as little as 30 minutes.

19.33 A bargaining unit member completing family or medical leave will be returned to his/her original position.

19.34 District will continue health and welfare benefits during this leave.

19.35 If the District employs both spouses, the District shall grant them each a total of twelve (12) weeks of leave each year.

## GENERAL LEAVES

19.36 An unpaid leave of absence may be granted to a permanent bargaining unit member at any time upon terms acceptable to the District. Leave under this section shall not be

granted to seek or accept other employment. Day to day leave granted under this section requires prior approval of the site/department administrator. Leave of ten (10) days or more granted under this section requires prior approval of the site/department administrator, the Human Resources Department, and may require Board approval.

19.37 Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service for the granting of any subsequent leave under this type of leave, nor shall bargaining unit member earn vacation, sick leave, holidays, step increases or other benefits provided under this Agreement.

19.38 An unpaid leave of absence for study/training/education shall not to exceed one (1) year.

#### JUDICIAL LEAVE

19.39 A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty.

19.40 The bargaining unit member shall receive his/her regular salary, but shall remit to the District any compensation he/she receives for such jury services less specific and separate allowance received from the court for travel, meals, parking or other necessary expenses.

19.41 Any day during which a bargaining unit member's regular assigned shift commences at 2 p.m. or after and who is required to serve three (3) hours or more of the day on jury duty shall be relieved from work with pay.

#### PHYSICAL **EXAMINATION AND** TB TEST LEAVE

19.42 Bargaining unit members shall be granted paid leave when required by the District as a condition of continued employment to obtain a physical examination. Any required

testing shall be paid for by the District. The District shall provide required TB testing to all employees free of charge and during work hours.

#### CIVIC Duty LEAVE

19.43 If any bargaining unit member is required to work a double eight (8) hour shift and whose work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the bargaining unit member is entitled to vote, the Employer shall grant sufficient leave for such voting by the bargaining unit member without loss of pay.

## ARTICLE 20- CONTRACTING AND BARGAINING UNIT WORK

The parties' intent in agreeing to language in sections 20.1 and 20.2 below is that they will work collaboratively in determining whether a project may be contracted out by exchanging information as expeditiously as possible; defining the scope of the project and by identifying any time constraints applicable to the project. The goal of the parties' collaboration is to realistically assess the impact of having bargaining unit members perform the work on the project in light of their regular job duties.

20.1 During the life of this Agreement, the District agrees that it shall not contract out work which has been customarily and routinely performed by bargaining unit members.

20.2 In any instance where the work at issue has not been routinely or customarily performed by bargaining unit member, the district will abide by the law as provided in Education Code 45103.1 and shall

20.2.1 Notify the CSEA Chapter President, Chief Job Steward and Labor Relations Representative, at least fifteen (15) days prior to any decision about outside contracting. The notification shall include complete, relevant and necessary information that will allow CSEA to make an informed decision about whether or not to approve such contracting out.

20.2.2 CSEA shall notify the District within ten (10) working days of receipt of the notification whether or not CSEA desires to negotiate over the decision to contract out the work.

## ARTICLE 21 - LAYOFF

- 21.1 A layoff shall be considered an involuntary separation from service because of a lack of work and/or lack of funds.
- 21.2 The District shall notify CSEA, in writing; along with information concerning the specific reasons the District believes there will be a necessity for layoff(s) and the specific positions that may be eliminated at least fifteen (15) days prior to any Board action.
- 21.3 The District shall also provide with the above notice:
- Seniority listing of all bargaining unit classifications;
  - Vacant positions of all bargaining unit classifications including hours per day and days per year;
  - A listing of all other layoffs other than CSEA bargaining unit positions shall be provided to the CSEA Chapter President within one (1) day of the board taking action on said layoffs.
- 21.4 After the Board has taken action on the layoff(s), CSEA and the District shall negotiate the effects prior to the effective date of the layoff.
- 21.5 The District shall notify the least senior bargaining unit member in each classification in writing a minimum of sixty (60) calendar days prior to the effective date of the layoff.
- 21.6 A written notice of layoff shall be delivered by personal service or by certified mail to the least senior bargaining unit member. The notice shall contain:
- The reason for the layoff (lack of work and/or lack of funds)
  - Reemployment rights, if any.

- Bumping rights, if any

21.7 Seniority shall be defined as hire date within the current job classification and equal or higher classifications. In the event that two (2) or more bargaining unit members have the same amount of seniority as defined above, the following tiebreaker shall be used:

21.7.1 Total District seniority including current classifications, equal classifications, higher classifications, lower classifications.

21.7.2 If the above is equal, the tie shall be broken by lot.

21.8 Bumping Rights -A bargaining unit member who is laid off from a classification and who has previous service in another classification and has greater seniority in that classification shall have the right to bump the bargaining unit member having the least seniority with a job profile that most closely approximates the bargaining unit members' current classification. (Job Profile as defined in this section shall mean assigned hours per day, days per year.)

21.9 A bargaining unit member displaced from his/her classification as a result of being bumped shall have the same bumping rights set forth above.

21.10 Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal classification immediately upon discovery of the error and given all rights and privileges as if the bargaining unit member had not been laid off at all.

21.11 Any bargaining unit member who elects service retirement from the Public Employees Retirement System (PERS) shall be placed on a reemployment list for thirty-nine (39) months. The District shall notify PERS of the fact that the retirement was due to layoff. If the unit member is offered, and accepts in writing, an appropriate offer of reemployment, the District shall maintain the vacancy until PERS has properly processed the bargaining unit member's request for reinstatement from retirement.

21.12 Reemployment Rights - The names of bargaining unit members involuntarily laid off shall be placed on reemployment lists in the reverse order of layoff for thirty-nine (39) months. Such bargaining unit members shall be reemployed in preference to all applicants. All bargaining unit members on reemployment lists shall be notified of all vacancies during the period of thirty-nine (39) months.

21.12.1 Such laid off employees shall be reemployed in any vacancy for which they meet the minimum qualifications.

21.12.2 Reemployment shall be by seniority on the reemployment list.

21.13 Upon return to work, all time during which a bargaining unit member was in (involuntary) unpaid status shall be counted for the purpose of seniority and longevity. Any sick time that the employee had accrued prior to layoff shall be reinstated.

21.14 Bargaining unit members who take voluntary reductions or demotions as a result of exercising his/her bumping rights shall be 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 reemployment list, they shall be ranked on that list in accordance with their proper seniority.

21.15 Reduction in Hours Per Day or Days Per Year - The District and CSEA shall bargain over all decisions regarding reductions in hours per day or days per year in assignments whether vacant or filled.

## ARTICLE 22 - SEVERABILITY

- 22.1 If, during the life of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority 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 so long as such law, rule, regulation, or order shall remain in effect.
- 22.2 Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions which shall continue in full force and effect.
- 22.3 In the event of invalidation of a part or portion of this Agreement, the parties shall meet and negotiate a replacement.



## ARTICLE 23- DURATION AND COMPLETION OF NEGOTIATIONS

- 23.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties.
- 23.2 This Agreement when signed by the parties supersedes all other Agreements and supplements and represents the sole Agreement between the parties.
- 23.3 During the term of this Agreement, CSEA and the District shall not be required to meet and negotiate with respect to any subject or matter covered by this Agreement.
- 23.1 The term of this Agreement shall be from July 1, 2020 through June 30, 2023.
- 23.2 This Agreement is effective July 1, 2020 remain in effect up to and including June 30, 2023. Salary, Health and Welfare Benefits plus two (2) additional articles of each party's choosing shall be reopened for 2021-2022, 2022-2023.

# APPENDIX A

## Appendix A

### Grass Valley School District 2017/2018 CSEA Classified Employee Salary Schedule

	Position	Code	Step	1	2	J	4	5	6	7	8	9	10	15yr.	20yr.	25yr.	30yr.
A.	Groundskccper	1490	Hourly	1699	17.52	18.05	18.58	19.11	19.64	20.17	2070	21.21	21.76	21.98	22.19	22A1	22.63
	Mail/CI/W/CC non	2450															
B.	0111odian	1410	Hourly	15.57	16.05	16.59	17.10	17.61	18.12	18.63	19.14	19.65	20.16	20.66	20.56	20.76	20.97

*P.C.R. Retirement Basis, as lla*

Lead Custodian may be named at school sites with two FTE custodians to be paid a Slip:nd o(\$150.00 addtloul per moalb.

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The foregoing Collective Bargaining Agreement was ratified by the California School Employees Association and its Grass Valley Chapter #863 on August 11, 2017:

Dated: 8/11/17, 2017

Stephen Cmer, President  
CSEA a . • Gr alley Chapter #863

Dated: 1/11/17, 2017

Mauricio Vides, Labor Relations Representative  
California School Employees Association

The foregoing Collective Bargaining Agreement was ratified by vote of the Board of Trustees for the Grass Valley School District at the regular meeting 8th day of August, 2017.

Dated: \_\_\_\_\_, 2017

Paula Roediger, President,

Dated: 9/11/17, 2017

?  
Frank P. Bennalack, Clerk  
Grass Vall ¥ Board of Trustees

Dated: 1/1/17

Thomas J. Peti, Trustee  
Grass Valley Board of Trustees

Dated: 1/1/17, 2017

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Dated: 1/1/17, 2017

Jean Michael, Trustee  
Grass Valley Board of Trustees

Dated: 8/2/17, 2017

Bonnie Taylor, Trustee  
**Grass Valley Trustees**

Dated: 9/1/17, 2017

Eric Fredrickson, Superintendent  
Grass Valley School District

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2-017 2018 SUCCESSOR NEGOTIATIONS  
between the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its  
GRASS VALLEY CHAPTER #863 (CSEA)  
and  
GRASS VALLEY SCHOOL DISTRICT (DISTRICT)

The Parties agree to the following terms and conditions for 2017-2018 successor negotiations:

- The Parties agree to status quo regarding cash in lieu of health & welfare benefits.
- The Parties agree the Tentative Agreement signed on July 27, 2017 shall resolve all 2017-2018 successor negotiations.

This agreement shall be subject to ratification by both parties.

Dated: 8/1, 2017

Stephen Craml  
Stephen Craml, President  
California School Employees Association, Chapter #1163

Dated: 8/7, 2017

Mauricio Vides  
Mauricio Vides, Labor Relations Representative  
California School Employees Association

Dated: 8/17, 2017

Grass Valley School District

