

AGREEMENT



**This agreement is entered into on the date hereinafter
specified by and between the**

ORINDA UNION SCHOOL DISTRICT

and the

CALIFORNIA School Employees Association

Orinda Chapter #320

Effective Dates: July 1, 2019 through June 30, 2022

Ratification: June 5, 2019

ORINDA UNION SCHOOL DISTRICT

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AGREEMENT BETWEEN

ORINDA UNION SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter 320

July 1, 2019 - June 30, 2022

ARTICLE 1

RECOGNITION

Acknowledgment: The Orinda Union School District, hereinafter referred to as "the DISTRICT," hereby acknowledges that the California School Employees Association and its Orinda Chapter 320, hereinafter referred to as "the ASSOCIATION" is the exclusive bargaining representative for all classified employees holding the following classifications: secretarial, clerical, fiscal, custodial, maintenance, grounds, instructional assistants, occupational therapists, and excluding supervisory, confidential, substitutes, temporary, lunch period supervisory, playground supervisory, and certificated personnel.

ARTICLE 2

DISTRICT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage and control to the full extent of the law. Those duties and powers include but are not limited to the exclusive right to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staff patterns; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as permissible by law; and take action on any matter in the event of emergency. In addition, the DISTRICT retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the DISTRICT; the adoption of policies, rules, regulations and

practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited by the specific and expressed terms of this Agreement, and in and/or education or other government code, state and federal law.

- 2.3 The DISTRICT retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the DISTRICT and is expressly excluded from the provisions of the Grievance Procedure. Emergency shall be defined as a sudden unexpected happening, and unforeseen combination of circumstances that calls for immediate action. The DISTRICT agrees to notify the ASSOCIATION in writing prior to any formal declaration of emergency, and shall define the provisions of the agreement the DISTRICT may consider amending, modifying or rescinding.

ARTICLE 3

ORGANIZATION RIGHTS

- 3.1 The ASSOCIATION shall be granted access to working areas prior to normal working hours, during breaks, during the lunch periods and after working hours. It shall be the duty of the representative to contact the site supervisor prior to holding any meetings.
- 3.2 The ASSOCIATION shall have the right to use institutional bulletin boards, mailboxes and the school mail system including computers and email. District mailboxes and email will not be used for political purpose to support or defeat any candidate or ballot measure.
- 3.3 The ASSOCIATION shall have the right to facilities and buildings provided that additional costs, if any, incurred as a result of such use shall be reimbursed to the DISTRICT by the ASSOCIATION.
- 3.4 The President of the ASSOCIATION will be supplied with a complete hire date seniority roster of all bargaining unit employees annually in October of each year.
- 3.5 The ASSOCIATION will receive upon request, material in the possession of or produced by the DISTRICT necessary for the Chapter to fulfill its role as the exclusive bargaining representative. It is expressly agreed that this section does not apply to closed Board personnel matters or personnel information which should be held in confidence. Material covered in this section shall mean only documents and other data normally provided to the general public.
- 3.6 Within thirty (30) days after ratification of this contract by both parties, the DISTRICT will print and provide a copy of this Agreement to each employee in

the bargaining unit. The DISTRICT and the ASSOCIATION shall share the costs equally. Each new employee will be provided with a copy of the contract.

3.6.1 Dues and Other – Association Sponsored Deductions

CSEA shall have the sole and exclusive right to receive the payroll deductions for regular membership dues and chapter dues. The Association certifies that it has and will maintain individual employee authorizations for the payroll deduction of Association dues.

The Association shall provide the District with written notification of all new employees for whom association dues and other Association-sponsored deductions are to be held.

Upon written notification of the Association to the District, the District shall initiate or discontinue the payroll deductions of dues or association-sponsored deductions effective with the first pay period after the notice is provided.

The District shall not interfere with the terms of agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly membership in CSEA unless the employee drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

The District's managers, supervisors and confidential employees shall remain neutral regarding employees' decisions to belong to an employee organization and participate in its activities. Should the District receive inquiries on leaving CSEA, the employee shall be referred to the CSEA Labor Relations Representative.

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing within 30 days of the notice.

ARTICLE 4

LAYOFF, RE-EMPLOYMENT

4.1 Definitions

4.1.1 Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds.

4.1.2 Classification is defined as positions that are assigned the same title job description, minimum qualifications, and salary range.

4.1.3 Seniority for unit members will be calculated as date of hire in classification for all employees.

4.1.4 Reduction in hours is an involuntary reduction in hours within a classification or a voluntary reduction in hours in lieu of lay-off.

4.2 Procedures

4.2.1 In the event of a lay-off in any classification, lay-off shall be in reverse order of seniority with the least senior employee in the affected classification being laid off first. The employee who has the least seniority in the class, plus higher classes shall be laid off first. In the event of a tie in the seniority ranking of two or more employees in the same classification, the least senior employee will be determined by lot.

4.2.2 Bargaining unit employees to be laid off shall be notified by hand delivery or certified and regular U.S. Mail, sent to the most recent address provided to the District by the employee. The notice shall contain the effective date of lay-off, the reason for lay-off (e.g., lack of work or lack of funds), displacement (bumping) rights, if any, and re-employment rights. Bargaining unit employees to be laid off shall receive the above notice no less than sixty (60) calendar days prior to the effective date of layoff.

4.2.3 When, as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to lay-off for lack of funds, the employees laid off at the end of such school year shall be given written notice on or before April 30 informing them of their lay-off effective at the end of such school year and of their displacement rights, if any, and their re-employment rights. However, if the termination date of any specially funded program is other than June 30, the layoff notice to employees shall be given no less than 60 days prior to the effective date of their lay-off.

4.3 Displacement Rights (Bumping)

4.3.1 Those least senior employees subject to lay-off who notified the District Office of their intent to exercise displacement rights may, if qualified as defined herein, displace a bargaining unit employee with less classification seniority in a different classification at the same or lower range on the salary schedule pursuant to the following procedures.

4.3.1.1 The bargaining unit member exercising displacement rights shall meet with the Superintendent, or designee to identify:

- a. Any classification for which displacement rights may exist pursuant to this agreement; and
- b. The employee may take up to three (3) working days following this meeting to notify, in writing, the Superintendent or designee, of his/her decision regarding the exercise of displacement (bumping) rights.

4.3.1.2 After identifying classification(s) for which the bargaining unit employee is qualified pursuant to this article and for which displacement rights may exist, the employee shall exercise displacement in the following order:

- a. a classification in the same range in which they have seniority;
- b. a classification in a lower range in which they have seniority.

4.3.1.3 For bumping purposes, an employee may utilize seniority from a higher classification to bump to a lower classification. The employee shall be placed in the least senior like position in the classification to which they are bumping. To avoid being placed on the re-employment list, an employee may combine District seniority from the position in which they were eligible for displacement rights and higher classifications, and will then be placed in a position determined by their seniority in the classification in which they are bumping.

4.4 Re-employment Rights

4.4.1 Re-employment shall be governed by applicable provisions of the Education Code. Re-employment shall be in the reverse order of lay-off, voluntary retirement in lieu of layoff, reclassification, and voluntary reduction in hours in lieu of layoff. Re-employment rights are only for those positions for which persons have seniority. The District shall maintain a rehire list for thirty-nine (39) months or until exhausted, whichever is sooner.

4.4.2 Employees who are laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be reemployed in preference to the new applicants. In addition, qualified employees who have been laid off have the right to participate in promotional opportunities within the District during the period of 39 months. If all other qualifications are equal, the employee on a re-employment list shall have preference for promotion over outside applicants.

- 4.4.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- 4.4.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of lay-off shall be, at the option of the employee, returned to a position in their former class or to a position with increased assigned time as vacancies become available. Such employees shall be listed on the re-employment list ranked in accordance with their seniority.
- 4.4.5 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who was elected service retirement from the Public Employees' Retirement System shall be placed on the re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was in lieu of lay-off. If the employee is subsequently subject to re-employment and accepts in writing an offer of re-employment, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.
- 4.4.6 An employee who elects lay-off in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification by exercising displacement rights, shall maintain his/her re-employment rights under this Agreement.
- 4.4.7 The District shall notify employees on the 39-month re-employment list of any vacant position(s) for which they have re-employment rights. The District shall send the notice by certified U.S. Mail and email sent to the most recent addresses provided to the District by the employee or by phone or hand delivery, with a copy to CSEA. The employee shall notify the Superintendent or designee within five (5) calendar days of the issuance of the notice of his/her intent to accept or refuse re-employment. The employee's failure to respond to the District shall be deemed a refusal of the re-employment offer.
- 4.4.8 An employee on a re-employment list may decline two (2) offers of re-employment in his/her former classification. After the second refusal, no additional offers need be made except that an employee may, for the balance of the thirty-nine (39) month re-employment period (or other shorter period if applicable), notify the District of his/her availability for

work and desire to receive and be considered for other offers of employment for which the employee may be qualified. However, under such circumstances the District shall not be obligated to rehire an employee who so notifies the District and has previously declined two (2) offers of re-employment.

4.5 CSEA Representation

CSEA shall have a right to represent unit members during any meeting with employees that may take place during the implementation of a layoff; however, it shall be the responsibility of the employee(s) to request such representation. Copies of all correspondence between the District and employees regarding the implementation of a layoff will be sent to CSEA Labor Relations Representative.

4.6 Reduction in Hours or Work Days

Should the District wish to reduce any classified positions in hours, days, or classification, the District shall notify the Association prior to Board Action so that negotiations occur over whether a reduction shall occur and if so, by how much.

4.7 Effects of Layoff

4.7.1 Employees on the re-employment list shall have priority to perform substitute services in any positions for which they are qualified, as determined by the District.

4.7.2 Any employee who has accrued, unused vacation and is placed on the re-employment list shall have the option to retain or be paid for such accrued vacation. Employees who do not wish to have their accrued, unused vacation cashed out, shall notify the District in writing before the effective date of layoff.

4.7.3 An employee exercising bumping rights shall retain their current step placement in the position to which they are bumping.

4.7.4 Any employee placed on the re-employment list may retain their health insurance coverage at their own cost and expense pursuant to COBRA.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 The purpose of the Article is to provide a procedure for the consideration of grievances pertaining to a contract dispute which is defined as an alleged misinterpretation, misapplication or violation of a specific and expressed

provision of this Agreement. The grievance procedure shall not be construed by either party to allow for class action grievance.

5.2 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The employer and employee organization agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level.

5.3 Definitions

5.3.1 Grievance: A formal written allegation by an employee that the employee has been adversely affected by a violation of a specific and expressed provision of this Agreement.

5.3.2 Grievant: A Grievant is an employee who is filing a grievance or the association filing a grievance on behalf of more than one adversely affected employee.

5.3.3 Day: Any day in which the District Office is open for business.

5.3.4 Representative: A representative is a fellow employee, a representative of the employee organization, or legal counsel who participates in the grievance procedure.

5.4 Grievances will be processed in accordance with the following steps:

5.4.1 Step One (Informal)

5.4.1.1 Any employee who believes he/she has a grievance shall present the grievance orally to his/her immediate supervisor within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void.

5.4.2 Step Two (Formal)

5.4.2.1 If the grievance is not settled during the informal discussion the employee shall initiate the grievance in writing within ten (10) days after the last scheduled meeting with the immediate supervisor and shall submit written information to the immediate supervisor which shall include:

5.4.2.1.1 A description of the specific grounds of the grievance to include Section and Paragraph of the alleged violation

as it relates to the contract, times and dates the alleged grievance occurred, and specific details of the violation.

5.4.2.1.2 A listing of the specific action requested of the employer which will remedy the grievance.

5.4.2.2 The immediate supervisor shall respond within ten (10) days after receipt of the written grievance.

5.4.3 Step Three (Formal)

5.4.3.1 If the grievance is not resolved at Step 2, the grievant may, within ten (10) days after receipt of the written decision from the immediate supervisor, appeal the grievance in writing to the Superintendent or his/her designee.

5.4.3.2 Within ten (10) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within ten (10) days after such meetings and return it to the grievant.

5.4.3.3 If the Grievant is not satisfied with the disposition of the grievance by the Superintendent/designee, he/she may, within ten (10) days after the Superintendent/designee's decision, request in writing to the Superintendent for conciliation of the grievance. Upon receipt of timely request to the Superintendent, the parties shall agree to the appointment of a facilitator to assist the parties in resolving the grievance. If a mutually agreeable facilitator is not selected within ten (10) days, the Superintendent will request the appointment of a facilitator from the California Mediation and Conciliation Service. The facilitator shall attempt to resolve the grievance within twenty (20) days of his/her appointment. If the resolution cannot be reached within twenty (20) days, the grievant may proceed to Step Four of this process.

5.4.4 Step Four (Formal)

If the grievance is not resolved within the time-line provided in Step Three, the grievant may appeal the Superintendent/designee's decision to the Board of Trustees by filing a written appeal with the Board within fifteen (15) days of the expiration of the twenty (20) day period provided in the conciliation process in Step Three above. The Board shall act within thirty

(30) days after receipt of the grievance and communicate its decision in writing within five (5) days to the grievant, which shall be final and binding.

- 5.5 Any employee may present grievances relating to a contract dispute to his/her employer and have such grievances adjusted without the intervention of the exclusive representative so long as adjustment is not inconsistent with the terms of this Agreement. Prior to final resolution of any formal grievance (Step 2), the ASSOCIATION shall be provided with a copy of the proposed result and shall be given an opportunity to file a written response to the proposed settlement.
- 5.6 The grievant has the right to have a representative present at any step of the procedure. The grievant must be present at each step of the grievance procedure, provided, however, the grievant need not be presented at Step 4 unless his/her presence is requested by the Board of Trustees.
- 5.7 When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the Superintendent or his/her designee. Failure to comply with the time limits or to attend scheduled meetings to discuss the grievance, shall be deemed a termination of the grievance by the employee. The employer shall not be required to give written notice of such termination to the employee.
- 5.8 Failure by the employer to act within a decision deadline within Steps 1 through 3 shall enable the grievant to appeal automatically to the next step (higher level). Failure of the employee to adhere to a submission deadline shall mean acceptance of the latest decision and waiver of any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.
- 5.9 Every effort will be made to schedule meetings for processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the day, an employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 5.10 This grievance procedure applies only to items covered in this agreement.
- 5.11 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- 5.12 All materials concerning an employee's grievance shall be kept in a separate file from the employee's personnel file which shall be available for inspection only by the employee, the employee's representative, and those management,

supervisory and confidential employees directly involved in the grievance procedure.

5.13 Miscellaneous

5.13.1 Only procedural aspects of evaluations of an employee shall be grievable under this section.

5.13.2 Any grievance filed as a result of an action by the Board or the Superintendent, may be submitted directly at Step 3 of this procedure.

5.13.3 Any grievance filed by employees with different immediate supervisors may be filed at Step 3 of this procedure.

ARTICLE 6

TRANSFER AND PROMOTIONS

6.1 Definitions

6.1.1 A transfer shall be designated as the movement of personnel from one site to another within the District without a change in job class or salary.

6.1.2 A "voluntary transfer" is one that is initiated at the employee's request.

6.1.3 An "involuntary transfer" is one that is initiated by the District.

6.1.4 A "temporary transfer" is one that is for less than twenty (20) workdays. All other transfers are permanent.

6.1.5 A "promotion" shall be defined as a permanent change of classification resulting in an upward movement on the salary schedule.

6.1.6 Vacancy shall be defined as any position, new or existing, for which no employee is currently assigned or has return rights. Nothing in this Article shall require the District to fill a vacant position. The District may use substitutes to fill a vacant position during the time necessary for job posting and placement of a regular employee in the vacant position consistent with the Education Code.

6.2 Voluntary Transfer

6.2.1 When a vacancy occurs, an announcement of the fact shall be made by posting notices for at least five (5) working days on the District website, in the administration building, and at each school. Should the

announcement be made during school vacation, it shall be sent via District email to all employees.

6.2.2 Notice of vacancies shall include: job title, work site, if known; hours, if known, (both hours and times of assignment); wage rate; date of posting; closing date for applications for transfer and promotion; and a brief description of the duties to be performed.

6.2.3 The employee shall submit the form provided by the Human Resources when applying for a voluntary transfer during the time the vacancy is posted.

6.2.4 The Superintendent or his/her designee, shall interview those employees who have requested transfer to, applied, and meet the minimum qualifications for, the vacant position. Criteria for the appointment of an applicant shall include the qualifications, evaluations, interview results, needs of the individual and/or District, and seniority. All things being equal, a District candidate shall be appointed to fill the vacancy over an outside candidate.

6.2.5 If a request for transfer is denied, an employee may request from the Superintendent or his/her designee, an explanation for such action. The request and answer will be handled in a confidential manner.

6.3 Involuntary Transfer

6.3.1 The Superintendent or his/her designee shall notify an employee who is to be involuntarily transferred, in writing, not less than ten (10) working days prior to the proposed action.

6.3.2 Requests for voluntary transfers shall be considered prior to implementation of District initiated transfers.

6.3.2.1 For purposes of section 6.2.1 above, a "vacancy" shall be deemed to have occurred when a unit position is unfilled (e.g., through a retirement or addition of a unit position), or when an employee has received a notice of involuntary transfer according to section 6.3.1 above.

6.3.2.2 When an employee submits a request for transfer form (6.2.3) he/she shall indicate any school in the District (in addition to or rather than, the school in which the vacancy is occurring), to which he/she would request to be transferred if a vacancy existed.

6.3.2.3 In considering transfer requests, the Superintendent shall follow sections 6.2.4 and 6.2.5 above. If the vacancy is due to issuance of a notice of involuntary transfer, the Superintendent shall consider voluntary transfer requests only if one or more of the requests was made for transfer to the school at which the involuntary transfer is to occur.

6.3.2.4 No additional postings or opportunities for voluntary transfer requests shall be required once the Superintendent's placement decisions occasioned by the vacancy are made.

6.3.3 An employee who has been involuntarily transferred may request from the Superintendent or his/her designee, an explanation for such action. The request and the response will be handled in a confidential manner. It is expressly understood and agreed that the term "confidential" shall not be construed to prevent CSEA from receipt of an explanation of the reasons for a transfer.

6.4 Temporary Transfer

6.4.1 The District shall pay actual additional mileage driven at the rate specified in Section 8.6 of this Agreement during temporary transfer. This shall be computed on the basis of actual necessary miles driven, exceeding those normally driven, to the permanent job site.

6.4.2 Claims submitted under this section will be held by the employee until the claim totals \$5.00 or more.

6.5 Permanent Transfer

It is expressly agreed by the parties that permanent transfer designated by management at the time of transfer as being a permanent transfer, shall be exempt from the mileage payment stipulations as outlined in this Article.

6.6 Promotions and Movement to Different Job Classifications

6.6.1 Employees interested in moving into a different job classification will complete the application process. Employees shall be considered for appointments to positions on the basis of the following criteria: qualifications; evaluations; interview results; and seniority. No interview results shall include consideration of questions unrelated to the applicable qualifications and/or ability to perform the job duties.

6.6.2 The District shall interview all employees who have been determined as meeting the minimum qualifications for promotion or move to a different

job classification by the application screening process. All things being equal, a District candidate shall be appointed to fill the vacancy constituting a promotion or movement to a different job classification over an outside candidate.

6.6.3 Where promotions are denied to unit members, CSEA and the District shall meet upon written request of CSEA. The District shall discuss with CSEA the interview process and why the particular employee was not selected.

6.6.4 Should an employee appointed to a promotional vacancy within the unit be released from his/her promotional appointment, he/she shall be returned to his/her former classification or similar classification of like status and pay without prejudice.

ARTICLE 7

LEAVES

7.1 Sick Leave

7.1.1 On the first working day of each fiscal year, full time employees shall be granted twelve (12) days paid leave of absence for illness or injury.

7.1.2 On the first working day of each fiscal year an employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

7.1.3 On the first working day of each fiscal year, an employee employed less than five (5) days per week shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

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

7.1.5 On the first working day of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. 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 employee of

the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.

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

7.1.7 If eligible, an employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor, if the employee is filing a request for retirement.

7.1.8 The employer may request a physician's certificate for absences of three or more consecutive days. Additionally on extended absences, a physician's release certifying that the employee can return to 100% capacity is required.

7.1.9 An employee may utilize Sick Leave in an amount which would be accrued during six months at the employee's current rate of entitlement, to attend to the illness of his/her child, parent or spouse.

7.2 Additional Sick Leave

In any given fiscal year an employee will be entitled to one-hundred (100) days of additional sick leave to be paid at the rate of two-thirds (2/3) of the employee's regular salary. Sick leave entitlement exists under this section only under the following conditions:

7.2.1 Once entitlement is established, payment will be made from the first day of illness.

7.2.2 Entitlement to all regular and accumulated sick leave has been exhausted.

7.2.3 Additional sick leave as described under this section, shall not be accumulated from fiscal year to fiscal year.

7.3 Military Leave

An employee 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. The employee shall notify the DISTRICT in writing as to his/her intent to utilize this section.

7.4 Bereavement Leave

Each employee is entitled to bereavement leave of absence not to exceed three (3) days, or five (5) days if out of state travel is required, on account of the death of any member of his/her immediate family. For purposes of this Article "immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse/domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or a relative living in the immediate household of the employee. The Superintendent or his/her designee may approve leave under this Article for reasons other than those enumerated above.

7.5 Jury Duty and Court Appearances

7.5.1 An employee will be granted a leave of absence when ordered to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

7.5.2 An employee will be granted a leave of absence when he/she is called for jury duty.

7.5.3 Employees granted such leaves shall be allowed pay to the amount of difference between his/her regular earnings and any amount he/she receives for jury or witness fees. The employee shall apply for any fees for which he/she is eligible.

7.6 Association Leave

7.6.1 The President and a designee of CSEA shall be provided a total of five (5) days paid release time, when applicable, to attend the annual CSEA conference.

7.6.2 The President or a designee shall request such leave in writing and submit such request to the Superintendent or his/her designee, at least two (2) weeks prior to such leave commencing.

7.6.3 A single bank of eight (8) hours of paid release time per month shall be available to the Association President, Vice President, Secretary and designated steward to be used to investigate grievances and represent bargaining unit members. If additional time beyond the total eight (8) hours is needed, the President or his/her designee will meet with the Superintendent or his/her designee to determine an extension of the hours in the bank that is mutually agreeable. This paid release time may be used with 24 hours' notice to the direct supervisor, provided such notice is possible.

7.7. Industrial Accident and Illness Leave

7.7.1 An employee shall be entitled to sixty (60) days non-cumulative industrial accident or illness leave per year. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave commenced, for the same injury or illness.

7.7.2 An employee who exhausts such leave shall be entitled to use his/her sick leave benefits as provided in this Article. If the employee continues to receive workers' compensation while on sick leave, he/she may elect to use that portion of his/her sick leave which when added to the temporary disability compensation is equal to his/her regular monthly salary.

7.7.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under workers' compensation.

7.7.4 Payment for wages lost on any day shall not, when added to an award granted employee under workers' compensation laws, exceed the normal wages for the day.

7.7.5 An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as he/she and his/her physician agree that there has been such recovery.

7.7.6 Industrial accident or illness as used in this Article means any injury or illness whose causes can be traced to the performance of services for the District.

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

7.7.8 Benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as the result of an industrial accident or illness, except in accordance with number 7.7.2 of this section.

7.8 Personal Necessity Leave

7.8.1 Up to seven (7) days of sick leave, earned pursuant to this Agreement, may be used each year by an employee for matters of personal necessity.

7.8.2 For the purposes of this section, personal necessity means:

- 7.8.2.1 The death of a member of the employee's immediate family, as defined in the Bereavement Leave section of the Agreement, when additional leave is required beyond that provided in that section.
- 7.8.2.2 An accident involving the employee's person or property or the person or property of a member of his/her immediate family, as defined in the Bereavement Leave section of the Agreement;
- 7.8.2.3 An appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction;
- 7.8.2.4 Personal business which cannot reasonably be conducted outside working hours. A limit of two days per year is placed on this subsection.
- 7.8.2.5 Paternity leave immediately before, during and after childbirth, and/or parental leave immediately before, during or after adoption.
- 7.8.2.6 Such other reasons as may be approved by the DISTRICT.

7.8.3 The District reserves the right to require appropriate proof of necessity in conjunction with authorizing any absences under this section.

7.8.4 Leaves under this section shall be available to employees in not less than one (1) hour increments.

7.9 Pregnancy Disability and Parental Leave

7.9.1 An employee shall be entitled to Leave of Absence from duty where, as verified by a statement of her physician, such absence from duty is required due to disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom. Whenever possible, request for such leave shall be submitted to Human Resources at least four (4) weeks prior to the anticipated date on which the leave is to commence.

- 7.9.2 The length of the Leave of Absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and his/her physician and these dates indicated to the DISTRICT.
- 7.9.3 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as under any health or temporary disability or sick leave plan available.
- 7.9.4 During the period of time that the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth, and recovery therefrom, the employee may utilize accumulated sick leave and additional sick leave as permitted by applicable law.
- 7.9.5 An employee on pregnancy disability leave pursuant to this section shall continue to receive her District provided health benefits as an active employee for up to four months, at the same level and under the same conditions that coverage would have been provided if the employee had not taken pregnancy disability leave.
- 7.9.6 Eligible employees may choose to take up to 12 workweeks of leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee ("parental leave") consistent with the provisions of Education Code section 45196.1 and the California Family Rights Act ("CFRA"). Employees desiring to use parental leave shall request the leave from the Human Resources Department and provide notice of the dates of the requested leave. Employees taking parental leave under this Section have the option to utilize accumulated sick leave as provided pursuant to Section 7.1 of this Agreement until all sick leave is exhausted. Thereafter, the employee may use additional sick leave as provided pursuant to section 45196.1 of the Education Code for any of the remaining portion of the 12-workweek period. If the employee has exhausted his or her additional sick leave, the remaining portion of the 12-workweek period will be unpaid.

7.10 Study, Child Rearing, or Health Leaves

Unpaid leaves of absence may be granted for purposes of study, child rearing, or health. Application will be made in writing or in conference with the Superintendent or his/her designee sufficiently in advance of the commencement date of the requested leave to allow time for a decision-making process. Such leaves will be granted only if they do not conflict with the best interests of the DISTRICT and if a satisfactory substitute can be obtained. Whether or not the substitute is satisfactory will be determined solely by the District.

7.11 Family School Partnership Leave

In accordance with California Labor Code section 230.8, employees in an established relationship as the parent, legal guardian, or grandparent having custody of one or more children in kindergarten through grade twelve, shall be entitled to utilize up to eight (8) hours during a calendar month and up to forty (40) hours during each school year to participate in activities of the school for which the child attends.

To avoid loss of pay during Family School Partnership Leave, the employee may utilize his/her existing vacation, personal leave, or compensatory time off for purpose of this leave. The employee shall also have the option of taking Family School Partnership Leave without pay.

The employee must provide his/her supervisor with at least forty-eight (48) hours prior notice when seeking to use this leave. Prior notice of less than forty-eight (48) hours may be permitted and honored when the employee furnishes information satisfactory to the District showing that extenuating circumstances exist, which justify less than forty-eight (48) hours prior notice.

7.12 Family and Medical Leave

The District will comply with the provisions of the federal Family and Medical Leave and the California Family Rights Acts.

7.12.1 Notice to District

Employees are required to give advance notice of the commencement of family leave to the District as early as possible and shall provide an estimate of the duration of leave. Upon request, the employee shall provide the District with an estimated date of return to duty.

7.12.2 Coordination with Other Leaves

In instances of eligible employees who have earned or accrued paid vacation, compensatory time, sick leave or additional leave, the paid leave will run concurrently with the unpaid FMLA (family) leave as permitted by law.

7.12.3 Health Benefits

An employee exercising family care leave shall continue to receive his/her District provided health benefits as an active employee for up to the full twelve (12) weeks of family leave, regardless of whether the employee is in paid status. The employee shall continue his/her contribution to health benefits cost if the employee was required to do such prior to commencement of the leave.

7.12.4 Return Rights

At the end of the employee's family care leave, he/she shall be guaranteed the same or equivalent position with equivalent benefits, pay and terms of employment as when the employee began his/her leave.

ARTICLE 8

PAY AND ALLOWANCES

8.1 Regular Rate of Pay

For the 2019-2020 school year, the 2019-2020 Classified Salary Schedule shall be increased by one percent (1%) effective July 1, 2019.

The Parties agree that for the 2019-2020 school year only, if the certificated bargaining unit negotiates and receives an increase in compensation (salary and health and welfare benefits) greater than the above compensation increases negotiated by CSEA for the 2019-2020 school year, CSEA will receive the difference between the above compensation increase and/or one-time compensation and that received by the certificated bargaining unit.

8.2 Pay Calculation for Employees Working Fewer Than Twelve (12) Months

The monthly salary rate for employees working fewer than twelve (12) months in a fiscal year is based on the actual work days, plus holidays, plus vacation days multiplied by the number of hours worked per day. The total of annual

hours is then multiplied by the hourly rate on the salary schedule and then divided by the number of work months to determine the employee's monthly rate of pay.

8.3 Longevity

As a recognition of longevity, an employee's salary will be increased by one and one-half percent (1.5%) at the beginning of the seventh (7) year, and an additional two percent (2%) (3.5% total) at the beginning of the ninth (9) year, an additional three percent (3%) (6.5% total) at the beginning of the fourteenth (14) year, and an additional four percent (4%) (10.5% total) at the beginning of the nineteenth (19) year of service with the District. Granting a longevity increment is dependent upon the employee receiving a satisfactory evaluation on the last regular annual evaluation given prior to the date of eligibility. Once withheld, the longevity increment will be granted only after a satisfactory rating is received on a performance evaluation.

8.4 Promotion Pay Increase

An employee, when promoted from one class to another, shall receive the salary of the higher class which is next above the dollar amount of the salary being received in the lower class. In any event, the increase shall be no less than five point zero percent (5.0%).

8.5 Out of Class Assignments

Any bargaining unit employee who is required to perform duties which are inconsistent with his/her job description for any period of three working days or more within a ten calendar day period shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification and shall receive five (5.0%) in addition to his/her regular rate of pay as compensation for such inconsistent duties.

8.5.1 Bargaining Unit members may apply for unrepresented stipend positions for which they are qualified as they become vacant. Vacancies shall be posted on the District website and at each school site for at least five (5) working days. The posting shall include the position, location, description, grade level, or subject matter assignment and any other requirements.

8.7 Insurance Benefits

8.7.1 The health benefit cap beginning January 1, 2018 will be \$1,545/month per full time equivalency.

8.7.2 Medical, dental, and vision benefits will be paid for employees working half-time or more and will be paid on a proportionate basis to that paid for full-time employees based upon the number of hours regularly worked per week relates to forty (40) hours. Employees working less than twelve (12) months per year will have medical and dental benefits prorated over a twelve (12) month period.

8.8 Mileage

Any employee authorized to require to use his/her vehicle on DISTRICT business shall be reimbursed by the District at the rate granted by the Internal Revenue Service during the fiscal year for all miles driven on behalf of the DISTRICT. The mileage computation shall include mileage necessary to return to employee's normal job site after the completion of District business.

8.9 Meals

Any employee who, as a result of work assignment, must have meals away from the DISTRICT shall be reimbursed "up to the maximum as provided by the DISTRICT" upon submission of appropriate receipts.

8.10 Lodging

Any employee who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging upon presentation of an appropriate receipt provided prior approval is obtained from the Business Office.

8.11 Salary Increment Anniversary

The anniversary for salary increment (salary step and/or longevity) purposes shall be July 1 for all classified employees. All employees hired after July 1, but before January 1, in any fiscal year, shall receive one full year of employment credit on the following July 1, for purposes of advancement on the salary schedule and longevity determination. Those employees hired between January 1, and June 30, in any fiscal year will receive a full year of credit one year from the following July 1, for purposes of advancement on the salary schedule and longevity determination.

8.12 Professional Growth

Professional Growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standard of the classified

employees of the District. For each approved professional growth activity, the DISTRICT will allow the employee to choose between two incentive plans: (1) a salary award or, (2) District payment of cost.

8.12.1 In accordance with the requirements of this section a permanent employee shall be granted a salary award of three hundred forty three dollars and eight cents (\$343.08) upon the successful completion of nine (9) semester units or the equivalent, of approved professional growth work. Employees working less than eight (8) hours per day, twelve (12) months per year, shall receive the salary award on a proportionate basis as the number of hours regularly worked per year relates to two thousand eighty (2080) hours.

8.12.1.1 Each permanent employee may earn a maximum of three awards with no more than one award being granted in any three-year period.

8.12.1.2 The professional growth activity must be job related and may be taken at a college, community college, adult school, trade school, or from a correspondence school, TV course, staff development program, or through educational experiences such as attendance at institutes, lectures, workshops, seminars, sponsored by educational or professional associations.

8.12.1.3 Advance approval of the professional growth activity must be obtained from the Superintendent or his/her designee before the work is begun. The employee shall submit in writing to or in conference with, the Superintendent or his/her designee sufficient information for an approval decision to be made. This information shall include but not be limited to, the course or activity to be undertaken, the amount of time the employee will invest and the date of completion, the number of units to be earned, the relationship to the employee's work and the institution or agency providing the course or experience.

8.12.1.4 An employee who has been denied approval of a proposed professional growth plan may file a written appeal for reconsideration with the Superintendent. The appeal will be reviewed with the Superintendent. The appeal will be reviewed by a committee which will make their recommendation to the Superintendent who will either affirm or rescind the decision. The committee shall be composed of four members, two appointed by the ASSOCIATION, and two appointed by the

DISTRICT. Of the two members appointed by the ASSOCIATION, one will be from the Classification Group in which the applicant's classification exists and one will be from another group. The four groups of classifications are: (1) Secretarial and Instructional, (2) Fiscal and related, (3) Custodial, (4) Maintenance.

08.12.1.5 Upon completion of the professional activity work, written verification of successful completion shall be submitted to the Superintendent or his/her designee for approval. Where written verification is difficult or impossible, the employee will meet in conference with the Superintendent or his/her designee to provide the necessary verification. Verification of completion must be accomplished on or before the employee's first workday following July 1, in order to receive the salary award during that fiscal year. The salary award will be added to the annual salary at the beginning of the employee's work year and included proportionately with the regular monthly pay warrant thereafter.

08.12.1.6 The employee will not be eligible for a salary award if any portion of the cost of the professional growth activity was borne by the District.

08.12.2 District Payment of Cost

8.12.2.1 In accordance with the requirements of this section, a permanent employee may be reimbursed for the actual out-of-pocket cost of an approved professional growth activity.

8.12.2.2 Written verification of the actual cost, including receipts, must be submitted before reimbursement can be made. Also, verification of the successful completion of the professional growth activity must be made in writing to, or in conference with, the Superintendent or his/her designee before reimbursement can be made.

8.13 Retiree Health Benefits

Unit members employed in the District prior to January 1, 2018 who have earned ten (10) or more years of CalPERS service credit while employed by the District, shall be eligible for a District contribution toward post-retirement health benefits up to the District's negotiated benefits cap then in effect for active employees, as that cap may change from time to time.

Unit members employed in the District on or after January 1, 2018 who have earned seventeen (17) or more years of CalPERS service credit while employed by the District shall be eligible for a District contribution toward post-retirement health benefits up to the lowest cost supplement/managed Medicare monthly rate for an employee + 1 plan then in effect for active employees, as that benefit amount may change from time to time. District contribution to post-retirement health benefits shall not exceed the health benefit cap for active employees at any given time.

Benefits under this section shall be provided consistent with the health and welfare benefit plan offered to active employees.

8.12.1 Employees who retire from service in the District may be considered for temporary or substitute positions in the District to the extent permitted by law.

8.14 Reclassification of Instructional Assistant-Special Services

Effective December 1, 2017, all Instructional Assistants-Special Services employees will be reclassified to Special Services Assistants. For these employees being reclassified, their seniority as Instructional Assistant-Special Services, will be added to their seniority as Special Services Assistants. The step placement on the salary schedule for each individual Instructional Assistant- Special Services employee shall follow the provision in 8.3 Promotion Pay Increase. The salary increment anniversary dates for the reclassified employees will remain the same.

ARTICLE 9

HOURS AND OVERTIME

9.1 Workweek

The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

9.2 Workday

The length of the workday shall be designated by the DISTRICT for each classified assignment in accordance with the provisions set forth in this

Agreement. Each employee shall be assigned a fixed, regular, and ascertainable number of hours.

9.3 Employee Work Year

Work Year	Work Days	Classification(s)
Twelve Months	260 Days	Custodians, Maintenance, and District Office Staff
Modified Twelve Months	222 Days	Technology Support Technicians
Eleven Months	211 Days	Administrative Secretary-Special Services/Personnel
Ten and a Half Months	198 Days	All School Secretaries, Registrar, OIS Clerk II
	203 Days	OIS Registrar, Secretary, & School Clerk II
Modified Ten Months	184 Days	Occupational Therapist
Ten Months	180 Days	Instructional Assistants, Special Services Assistants, Library Technicians, & School Clerk I

9.4 Adjustment of Assigned Time

Any employee who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 8.6.2. When the employee is no longer working the extra hours, this benefit will cease.

9.5 Overtime

9.5.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half

the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

9.5.2 All hours worked on holidays as designated by this Agreement, shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to the regular rate of pay received for the holiday.

9.5.3 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.

9.5.4 No overtime shall be paid unless specifically authorized by the immediate supervisor.

9.5.5 Each school year the District will request volunteers for the assignment of overtime. The volunteers who come forward will be placed on a list in order of their seniority within their classification. Overtime shall be distributed to employees at work sites within a classification who possess the necessary skills to perform the required duties on a rotating basis. If the employee with the greatest seniority elects to refuse the overtime assignment, it shall be offered to other employees on the list in descending order of seniority until the assignment is made. Subsequent distribution of overtime assignments shall continue in descending order from the last employee accepting assignment until all employees within the classification have been offered the overtime prior to assignments being offered again to the employee possessing the greatest seniority.

9.5.5.1 If no one on the section 9.5.5 volunteer list accepts the overtime work, or if no one volunteers to be on the list at the beginning of the school year, the work may be assigned at the District's discretion in accordance with Article 9, subsection 9.1.

9.5.5.2 Unforeseen and emergency overtime may be assigned at the District's discretion in accordance with Article 9, subsection 9.1.

9.6 Shift Differential

9.6.1 Employees whose regular work schedule requires them to work any hours between 7:00 p.m. and 5:00 a.m. on a work day, shall receive a nighttime differential of three and one-half percent (3-1/2%) increase over their regular salary placement on the schedule.

9.6.2 In the event an employee receiving differential compensations on the basis of his/her shift is reassigned to a shift not entitled to such compensation, either permanently or temporarily for a period of more than twenty (20) days, the differential compensation shall be discontinued from the first day of such reassignment.

9.7 Compensatory Time Off

Compensatory time off may be taken in lieu of overtime pay when mutually agreed to by the employee and his/her immediate supervisor before the overtime is worked. Compensatory time off shall be granted at a rate of one and one-half (1-1/2) times the amount of overtime worked. Compensatory time off is normally taken within thirty (30) calendar days of the time it is accrued but may be taken at a later date by mutual agreement between the employee and his/her immediate supervisor.

9.8 Minimum Call In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

9.9 Call Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, even if actual time required is less than two hours.

9.10 Standby Duty

Effective July 1, 1996, any employee who accepts an offer to remain on standby during his/her off duty hours and who is not called in or called back shall receive thirty-five (\$35.00) per twenty-four (24) hour period for such duty. For the following employee holidays, the standby/alarm call pay shall be forty (\$40.00): July 4, Labor Day, Veteran's Day, Thanksgiving (two days specified in the District's calendar), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day observed (two days specified in the District's calendar), Memorial Day. In the event the employee is called in or called back to work during the twenty-four (24) hour period, the employee shall be solely compensated in accordance with Section 9.8 and Section 9.9 of this Article and shall not receive an additional thirty-five (\$35.00) (or forty [\$40.00] for the above holidays), which is intended as compensation where no call in or call back occurs.

9.11 Rest Periods (Paid) and Lunch Periods (Unpaid)

9.11.1 Employees shall be allotted rest times and lunch, if eligible, as follows:

3.5 hours per day or less - no break and no unpaid lunch

3.6 - 4.9 hours per day - one paid break of 15 minutes at about the two (2) hour mark and no unpaid lunch

5 - 5.9 hours per day - one paid break of 15 minutes at about two (2) hour mark. At the discretion of the supervisor, with every effort made to accommodate employee's needs, an unpaid, uninterrupted 30 minute lunch period can be assigned during the work day

6 - 6.9 hours per day or more - one paid break of 15 minutes at about the two (2) hour mark and a second paid break of ten (10) minutes to be taken after the midway point of the employee's workday. One unpaid lunch of 30 minutes at about the four (4) hour mark

7 - 8 hours per day - two paid breaks of 15 minutes at about the two (2) and six (6) hour marks. One unpaid lunch of 30 minutes at about the four (4) hour mark

9.11.2 A specific rest period may be rescheduled when the operations of the District require someone to be present.

9.11.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

9.12 Leap Year Day, February 29

To address the occurrence of Leap Year Day (February 29), eleven- and twelve-month employees will reduce their work year by one day. The designated non-work, non-paid day must occur during a time when students are not in session and be mutually agreed to in advance by the employee and his/her immediate supervisor. The designated "day" must fall within the fiscal year in which includes February 29.

ARTICLE 10

EMPLOYEE EXPENSES AND MATERIALS

10.1 Tools

10.1.1 The DISTRICT agrees to provide all tools, equipment, and supplies reasonably necessary to employees for performance of employment duties.

10.1.2 Notwithstanding paragraph 10.1.1, if an employee is required or authorized to provide tools or equipment belonging to the employee for use in the course of employment, the DISTRICT agrees to provide a safe place to store tools and equipment and agrees to pay the employee for any loss or damage or for the replacement cost of the tools resulting from normal wear and tear.

10.1.3 The District agrees to reimburse the Maintenance and Operations Department employees and the Storekeeper/Inventory/Delivery person up to \$200 every year, as needed and upon submission of appropriate receipts, for the purpose of providing such employees with safety boots. Boots are expected to be worn only for District-related activities.

10.2 Physical Examinations

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment. The tuberculosis test cost will be reimbursed according to District policy.

ARTICLE 11

HOLIDAYS

11.1 Employees shall be entitled to the following paid holidays if they are in a paid status during the workday immediately preceding or succeeding these holidays:

New Year's Day

Martin Luther King Day

Lincoln's Day (Designated to be taken the Friday before Washington Day)

Washington Day

Friday Preceding Easter Sunday (Designated to be taken the Monday of Spring Recess)

Memorial Day

Independence Day

Labor Day

Admission Day (Designated to be taken the Wednesday before Thanksgiving)

Veterans Day

Thanksgiving Day

Friday after Thanksgiving Day

Day before Christmas Day

Christmas Day
 Day before New Year's Day
 One half-day holiday to be taken the Tuesday afternoon before Thanksgiving

- 11.2 All employees shall also enjoy as paid holidays every day appointed by the President as a national holiday, and every day appointed by the Governor as a state holiday.
- 11.3 Holidays shall be observed according to the District calendar.
- 11.4 Employees who are not normally assigned work during the winter recess shall nonetheless receive Christmas Day and New Year's Day as paid holidays, provided such employee was in paid status during any portion of the workday of his/her regular assignment immediately preceding or succeeding the holiday.

ARTICLE 12

VACATIONS

- 12.1 12 month, full time employees shall accrue vacation credit at the following rate for each year, of service:

12 Month 1.0 Full Time Employees

Years of Service	Work Hours Per Day	Vacation Days Per Year	Vacation Hours Per Year
1-4	8	10	80
5-8	8	15	120
9-13	8	20	160
14+	8	23	184

Employees working fewer than twelve (12) months and eight (8) hours per day shall accrue prorated vacation hours based on the following calculation:

Annual work hours ÷ 2,080 annual work hours (maximum)
= percentage of annual time worked

X allotted vacation hours (per table above)
= annual earned vacation hours

12.2 The pay each employee receives for each day of vacation is the same as if that employee were required to report for duty that day. See Article 8.2 for more information on payout of unused vacation days.

12.3 Vacation Scheduling for Employees Working Fewer than 12 Months

12.3.1 Employees hired for the number of days students are in school shall be paid for accrued vacation as part of their annual salary and shall not take vacations on student days. Should special circumstances exist, such employee shall request approval from his/her school site supervisor for use of up to no more than five (5) vacation days on student days.

Such employees shall request approval from their school site supervisor for use of these vacation days at least two (2) months in advance. If approval is granted, the employee shall send a copy of the signed Classified Employee Report of Absence form to the Payroll Department within one week of receiving the approval.

12.3.2 Vacations for 12 month employees who are not employed as custodians shall be taken at times mutually agreed upon by the employee and the employee's supervisor.

12.3.3 Vacation Scheduling - Custodians

12.3.2.1 Upon thirty (30) days advance notice or mutually agreed to by their immediate supervisor, custodians may utilize vacation at any time except for the following periods: three weeks prior to the opening of school, the last two weeks of school, two weeks after the closing of school, the week of Open House, and the week of Back-to-School Night, and the week before Winter break.

12.3.2.2 Notwithstanding the preceding section, custodians shall have the option of utilizing vacation during the three weeks prior to the opening of school and the period of two weeks after the closing of school so long as there remains at least one custodian available on the elementary sites and two at the intermediate site during these periods.

12.3.2.3 Use of vacation time blocks during the summer recess (i.e., those periods in which vacation is permitted) shall be granted in order of seniority.

- 12.4 Earned vacation shall not become a vested right until completion of the initial six months of employment. Vacations may be taken each month as it accrues, or may be accumulated during the period of employment, but shall not be granted in excess of the amount accrued at the time it is taken.
- 12.5 If a holiday falls within a scheduled vacation period, that day will be counted as a holiday and not deducted from the employee's vacation entitlement.
- 12.6 Should a situation occur during an employee's vacation period which would normally qualify all or a part of the period of sick leave or other paid leave of absence, those portions of the employee's absence may be considered as such and charged against the appropriate leave entitlement rather than vacation. The employee shall be responsible for reporting such an occurrence to his/her immediate supervisor immediately upon return from the leave, and providing any verification deemed necessary by the supervisor or personnel office.
- 12.7 Employees must take accrued vacation not later than the end of the fiscal year immediately following the fiscal year during which it was accrued. Accumulation beyond this limit may be effected only with the written approval of the Superintendent or his/her designee.
- 12.8 Upon termination of employment, an employee shall be compensated at his/her rate of pay for all vacation earned but not taken.

ARTICLE 13

EVALUATION

- 13.1 Probationary employee evaluations shall be made a minimum of twice before the probationary period expires. Special evaluations shall be made whenever circumstances warrant such an evaluation. The probationary period shall be six months in paid status; however, this period may be extended by three (3) months, at the District's discretion, if the probationary employee's second evaluation within the six-month period contains a rating of "unsatisfactory." Permanent employees shall be evaluated at least once a year by their immediate supervisor. Written evaluations of permanent employees shall be completed prior to the last scheduled workday of those who are in assignments of less than twelve months unless there exists extenuating circumstances. The employee

shall receive written notice when there is a change in his/her immediate supervisor.

The employer reserves the right to initiate special evaluations with regard to permanent employees whenever circumstances warrant such an evaluation. Special evaluations shall conform to the general and specific administrative procedures as outlined in this article.

- 13.3 When an evaluation of unsatisfactory performance or conduct is made on a permanent employee, the employee shall have a minimum of thirty (30) days, when appropriate, in which to show improvement. A second evaluation shall be given at the end of this thirty (30) day period.
- 13.4 Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent, rather than holding it in abeyance until the time of written evaluation. When an employee is counseled as to his/her job performance, the employee shall sign a form verifying such counseling which does not necessarily indicate that he/she agrees with the counseling.
- 13.5 An employee shall be provided a copy of each statement of counseling and each evaluation in a confidential manner.
- 13.6 Movement on the annual step increase schedule shall not be denied solely on the basis of a single unsatisfactory summary rating; however, if subsequent evaluations as outlined in section 13.2 above remain unsatisfactory such movement may be denied.
- 13.7 Employee evaluations shall be placed in the personnel file maintained at the District office for each employee. Employee shall review, date and sign their evaluations. Such a signature does not necessarily indicate that he/she agrees with the evaluation.
- 13.8 Any written evaluation material placed in an employee's file shall contain the date the material was drafted, the signature of the drafter, and the date the material is placed in the file.

ARTICLE 14

PERSONNEL FILES

- 14.1 The personnel file of each employee shall be maintained at the District's central administration office. Any files kept by the Supervisor of any employee shall not contain any material that is not in the main personnel file.

- 14.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during the normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 14.3 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain one copy of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 14.4 All personnel files shall be kept in confidence and shall be available to inspection only to other employees or Board members of the District when actually necessary in the proper administration of the District's affairs.

ARTICLE 15

CONSULT PROCEDURE

- 15.1 A Consult Committee shall be created to provide input only and to discuss items of concern with the employer with regard to items not contained in the contract. The Committee will meet with the Superintendent or his/her designee, when a need arises to consult with the employer on items such as safety and job descriptions.
- 15.2 The Association President may appoint up to three others in addition to the President to attend the Consult meetings. The number of persons participating in the Consult meetings may be expanded, however, only by mutual consent of the parties.
- 15.3 Requests for Consult meetings shall be submitted to the Superintendent or his/her designee, five (5) working days prior to the requested meeting in writing and shall contain an agenda of items the Association desires to discuss. Management may request such a meeting under the same guidelines by notifying the President or the Association.
- 15.4 Meetings shall be limited to no more than one per month. However, they may be held more frequently by mutual consent in the event of any emergency situation. Emergency as used in this paragraph shall mean any situation which clearly and specifically would endanger life or limb of any employee in the bargaining unit.

ARTICLE 16

SAFETY

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16.1 Reports of Unsafe Conditions

Each employee shall report, in writing, to the immediate supervisor, any unsafe condition in his/her working environment. A copy of the report shall be sent to the Superintendent or his/her designee for delivery to the safety committee. The immediate supervisor shall respond in writing to the employee within twenty (20) working days, stating what has been or will be done to make the condition safe or if no action will be taken, the reason(s) why. A copy of this response shall be sent to the Superintendent or his/her designee for delivery to the safety committee.

16.2 The District agrees to provide up to five (5) hours per employee each year for safety instruction and training. The hours in this section may be increased by mutual consent. The format and content of the training sessions will be developed by the safety committee who will also determine the appropriate classification(s) for attendance.

16.3 A safety committee shall be formed composed of four (4) members, two (2) appointed by the District and two (2) appointed by the Association. The purpose of the committee shall be for planning the safety instruction and training referred to in section 16.2. Up to twenty (20) hours of paid release time per fiscal year will be provided for the work of the committee. The hours in this section may be increased by mutual consent.

ARTICLE 17

SAVINGS CLAUSE

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulations, or order shall remain in effect.

Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. Upon written notification by one of the parties to this Agreement to the other, any portion of the Contract that is invalidated in accordance with this Article shall be opened for renegotiation within thirty (30) days of the invalidation.

ARTICLE 18

TERMS

- 18.1 This agreement shall remain in full force and effect from July 1, 2019 up to and including June 30, 2022, and thereafter shall continue until a new agreement is negotiated. Each Party agrees to notify the other, in writing, no later than January 15, 2022, of its request to modify or amend the Agreement.
- 18.2 The Parties agree that for the 2020-2021 and 2021-2022 school years, salary, benefits, and up to two (2) articles may be re-opened. Each Party agrees to notify the other of their intent to re-open the agreement no later than January 15th each year.

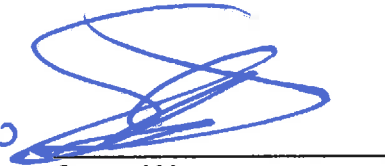
Orinda Union School District

California School Employees Association
Orinda Chapter No. 320

Dr. Carolyn Seaton 1/30/2020

Dr. Carolyn Seaton
Superintendent

Date



Steve Waterman
President

1/30/2020
Date

Kathy Rollins

Kathy Rollins
Labor Relations Rep.

1/30/2020
Date

Angel Sorenson

Angel Sorenson
CSEA Negotiation Team

1/20/2020
Date