

Agreement

by and between the

Biggs Unified School District

and the

Biggs Chapter #268

Of the

California School Employees Association

2011-2014

September 29, 2011

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ARTICLE I

AGREEMENT

- A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Biggs Unified School District ("Employer/District") and the Biggs Chapter #268 of the California School Employees Association ("Employee Organization/Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

ARTICLE II

RECOGNITION

The District recognizes the Association as the exclusive representative of all probationary and permanent classified employees of the District, excluding substitute, management, confidential, and supervisory employees, as defined in the Act, for purposes of meeting and negotiating.

ARTICLE III

FRINGE BENEFITS

A. General

1. Full-Time Employees: For the purposes of this Article, those employees working seven hours or more daily shall be considered full-time employees.
2. Paid Leaves of Absence: Employees on Board-approved paid leaves of absence shall continue to receive employee fringe benefits coverage for the period of the paid leave of absence.
3. Open Enrollment: An annual open enrollment period during the month of May will be provided bargaining unit members to make changes in health care plans.

B. Health Insurance

1. Premium: For 1999-2000, the District will pay the medical insurance premium for any health plan up to \$395 per month, for any regular full-time employee and dependents who are eligible. Classic III or Blue Cross Option I or II health plans may be selected at the employee's option with the savings, between the Prudent Buyer P.P.O. Option 1, if any, paid to the employee on a monthly basis; or, an additional expense will be paid by the employee on a monthly basis by payroll deduction.

For 2000-01 the District's contribution for any increased costs for medical insurance, as described in paragraph 1 above, will be limited to 10% of the \$395 premium CAP in effect for 1999-00. The total District contribution will be limited to the actual premium CAP in effect for 1999-00 plus 10%. In the event the insurance rate as set by the Butte Schools Self-Funded Programs Joint Powers Agreement (JPA) exceeds 10%, the District agrees to meet and negotiate with CSEA over the amount of the District's contribution.

For 2000-2001, the District will pay the medical insurance premium for any health plan up to \$395 per month, for any regular full-time employee and dependents who are eligible. Classic III or Blue Cross Option I or II health plans may be selected at the employee's option with the savings, between the Prudent Buyer P.P.O. Option 1, if any, paid to the employee on a monthly basis; or, an additional expense will be paid by the employee on a monthly basis by payroll deduction.

For 2001-02 the District's contribution for any increased costs for medical insurance, as described in paragraph 1 above, will be limited to 10% of the premium in effect for 2000-01. The total District contribution will be limited to the actual premium CAP in effect for 2000-01 plus 10%. In the event the

insurance rate as set by the Butte Schools Self-Funded Programs JPA exceeds 10%, the District agrees to meet and negotiate with CSEA over the amount of the District's contribution.

For the 2001-02 year, the District will pay the medical insurance premium up to \$475 per month, for any regular full time employee and dependents that are eligible. Blue Cross Classic III, or Option I, or Option II health plans may be selected at the employee's option with the additional expense paid by the employee on a monthly basis by payroll deduction. Any savings will be paid to the employee on a monthly basis through payroll.

2. Terminations: For the duration of this Agreement, should employment terminate, coverage under this health insurance plan shall terminate at the end of the month in which the employee last was in paid status.

Employees may have additional rights, not covered by the Agreement, under Federal statute (COBRA) and are advised to check with the District Office.

3. Surviving Spouse Coverage: A surviving spouse of an employee shall be eligible for continued health insurance coverage, contingent upon approval of the insuring company and upon submission of month-to-month premium payment in advance by the surviving spouse to the district at the group rate. The district will make no contribution towards such health insurance coverage.

Employees may have additional rights, not covered by the Agreement, under Federal statute (COBRA) and are advised to check with the District Office.

4. Retirement Coverage: The Employer shall provide health insurance premiums for a retired employee and dependents for the life of this Agreement, under the following stipulations:
 - a. The employee shall have attained a minimum age of 50 years.
 - b. The employee shall have provided a minimum of ten (10) years of continuous service in the Biggs Unified School District.
 - c. The employee shall be included in the program to a maximum of five (5) years, or when eligible for Medicare, whichever comes first. Coverage past the maximum shall be available at employee expense.
 - d. The employee shall apply for MediCare when eligible.
 - e. The surviving spouse of a retired employee shall be entitled to any unused benefits under Section "c" above, with the same restrictions.

- f. In the event national health care reform efforts presently underway result in a nation-wide program which would have an impact on retirees covered under this program, the Association agrees to meet and negotiate this paragraph 7 in this agreement.
 5. An Internal Revenue Code Section 125 Plan (I.R.S. 125 plan) or tax sheltered annuity are available at the employee's request. Selection of, and participation in the I.R.S. 125 Plan and/or a tax sheltered annuity are subject to all applicable federal and state laws. The provider of said plan must be mutually agreed upon by the District and CSEA Chapter #268.
- C. District Health Plan Available for Part-time Employees

1. For a part-time employee who is enrolled in the District program for employee and dependents, the district shall reimburse the employee for necessary health, dental, or vision costs up to their prorated portion of \$500.00. This proration shall be based upon the number of hours in the base assignment, divided by seven, times \$500.00. No claim may be submitted after August 15 for prior year reimbursement and there is no carry-over allowance.
2. For the life of this agreement any present employee concurrently receiving benefits in the Blue Cross Medical insurance program and the District health plan (C.1 above) will receive the medical insurance coverage as described in B 1,2, and 3 above. Those employees shall be entitled to participate in the District dental plan and vision plan at their own expense.

It is acknowledged that this paragraph applies to only two employees.

3. For the duration of the Agreement, should an employee's employment terminate, coverage under this health insurance plan shall terminate at the end of the month in which the employee last was in paid status.
4. The employee will be entitled to reimbursement for medical (to include medical, dental, and vision) expenses incurred through treatment of the employee, his/her spouse, and his/her dependents. Medical expenses for which reimbursement is allowed include:
 - a. Diagnosis, cure, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure of function of the body.
 - b. Transportation primarily for and essential to medical care referred to in a.
 - c. Qualified long-term care services.
 - d. Insurance covering medical care referred to in a, b, or c.

- e. It is the intent of this language to also allow employees who are eligible for the reimbursement to apply this benefit to purchasing plans available to employees through the BSSP.
- f. Part-time employees shall be eligible to purchase any medical, dental, or vision plan available to 7 hour employees in the bargaining unit.

D. Dental Insurance

1. For the years 1999 – 2001, the District shall pay for the cost of coverage for any regular full time employee who is enrolled in the District provided plan Dental Plan for the dental plan with the \$2,000 Maximum. The employee shall pay the difference between the \$1,000 and \$2,000 Maximum.
2. For the 2001-02 year, the District will pay the full dental insurance premium for the \$2,000 maximum (\$79) for any regular full time employee and dependents who are eligible.
3. For the life of the Agreement, should an employee's employment terminate, coverage under this dental insurance plan shall terminate at the end of the month in which the employee last was in paid status.

E. Vision Plan

1. For 1999-2001, the District will pay the vision service Plan C premium for any regular full time employee who is enrolled in the District provided plan which covers the employee and dependents. The employee shall pay the difference between plan B and plan C 2.
2. For the 2001-02 year, the District will pay the full cost of Vision Service Plan C 2 insurance premium (\$19.50) for any regular full time employee and dependents who are eligible.
3. For the life of the Agreement, should an employee's employment terminate, coverage under this vision insurance plan shall terminate at the end of the month in which the employee last was in paid status.

F. State Disability Insurance (SDI)

1. All unit employees shall participate in the State Disability Insurance program with such participation to be at employee cost.
2. SDI benefits are to be used in coordination with accumulated sick leave benefits. Such coordination of benefits shall not result in the payment of greater than a regular day's pay. To receive coordination of benefits, an employee must provide documentation to the District regarding benefits received from SDI.

3. Any employee receiving State Disability Insurance Benefits who remains on the District payroll at full pay is required to turn the endorsed insurance check in to the District Business Office.
- G. The Chapter will return to the District, the JPA equity fund that was deposited in 1997 along with any accrued interest (the original principal was \$11,931) as of September of 2001.

ARTICLE IV

SALARIES

- A. Salaries for the 1999-2000, 2000-2001, and 2001-2002 shall be as shown in Appendix "A".
- B. Initial Placement on the Salary Schedule
 - 1. Newly hired employees will be placed normally on Step 1 of the appropriate range of the salary schedule in Appendix A. Upon evidence of similar experience for an equivalent amount of time such employees may be given credit for up to two years of experience and placed on Step 2 or Step 3. Credit for experience may be given only by the Superintendent.

- C. Split Range Assignment

- 1. If a current employee is hired for a lower range position, the employee will maintain their current step for the new position.
- 2. If a current employee is hired for a higher range position, the employee may be given credit for up to two years upon evidence of similar experience for an equivalent amount of time. Credit for experience may be given only by the Superintendent.

- D. Out of Class Assignment

Any employee who has been assigned by the Superintendent or his designee to perform duties inconsistent with those assigned to the position, and which are at a higher level classification for at least one (1) full work day, shall be compensated for that assignment at the 1st step of the salary range for that type of work that is at least one (1) full step above the rate the employee received in the previous class from the 1st day of the assignment. It shall be the responsibility of the employee's immediate supervisor to report out-of-class work.

Any employee who has been assigned by the Superintendent or designee to perform duties inconsistent with those assigned to the position, and which are at a lower level range, shall be compensated for that assignment at the same range and step placement that the employee receives for his or her regular wages.

Any employee who volunteers to perform duties inconsistent with those assigned to the position, and which are at a lower level range, shall be compensated for that assignment at the lower range, but the step shall be that paid in the regular assignment.

In the event of a disabling condition necessitating reasonable accommodations, employees who are assigned to lower level ranges will be "Y-rated." For purposes of this

agreement, "Y-rated" means an employee retains his or her pay rate from a former range and keeps that pay rate until such time as range increases and /or cost of living increases are equal to the retained rate. When the retained rate becomes equal to a designated range in the appropriate class, then the employee will again be compensated with step/COLA increases consistent with the salary schedule.

E. Assignment of Overtime

Based upon a certain skill or ability as determined by the superintendent or designee, the following rules for assignment of overtime shall apply.

1. The District shall maintain and distribute to all supervisors a seniority lists per classification as follows:
 - a. Custodial
 - b. Transportation
 - c. Cooks
 - d. Maintenance
 - e. Grounds
 - f. Instructional Aides
 - g. Clerical/Secretarial
 2. Classified overtime shall be assigned by the supervisor or designated supervisor for a given classification.
 3. Over-time shall first be offered to the senior employee who is currently employed in the classification in which the overtime is needed. If the senior employee in that classification declines the overtime offered, it shall then be offered to the next senior employee in that classification, and so on.
 4. Every effort shall be made, within a timely manner, to contact employees for the assignment of overtime.
 5. The policy of assignment of overtime based on seniority shall be in effect for the following departments: Custodial; Clerical/Secretarial; Maintenance; Grounds; Instructional Aides; and Cooks.
 6. Permanent employees, or those as determined by the Superintendent or designee to be qualified in transportation shall be assigned overtime on a rotating basis. The transportation supervisor or designee shall oversee this system.
- F. Call-Back Time: The District and CSEA recognize the necessity for certain individuals to be assigned work outside of their normal work hours because of unexpected or emergency situations that may arise on an intermittent basis.

1. The District shall keep a list of employees eligible for call-back. This list shall be reviewed and updated annually by the Superintendent and distributed to individuals and agencies with the authority to call back an employee to work. Those individuals shall be capable of performing general maintenance work and shall be selected from the Maintenance, Operations, and Transportation classes. Unit members from other classes may be added by the Superintendent or designee who shall conduct an assessment in consultation with a District Maintenance staff member to ensure that the candidate for the list has the necessary skills.
2. Placement on the call-back list is voluntary and is conditional upon the employee's residence being located within a driving distance that would take less than thirty (30) minutes at normal speed under normal circumstances.
3. The list of employees who are eligible for call-back duties shall be constructed in the following order of priority:
 - 1st - Maintenance classifications
 - 2nd - Custodial classifications
 - 3rd - Grounds classifications

Within each classification employees will be listed in seniority order. The Administrator or Agency requesting that an employee be called back to work shall call employees in this order of priority and then in order of seniority within each priority classification until an employee on the list is contacted directly. Employees on the list will not be eligible for call-back pay unless and until they speak directly with the requesting Administrator or Agency to confirm their services are needed.

4. Employees who are called back to work as provided by this section shall receive a minimum of two (2) hours pay at the appropriate rate of pay. Only employees on the call back list are eligible for such call-back pay unless authorized by a School or District administrator prior to responding to a call-back request.

ARTICLE V

PROFESSIONAL GROWTH PROGRAM

A. Eligibility

All permanent classified employees are eligible to enter the Professional Growth Program.

B. Review Committee

A Professional Growth Review Committee shall be established. The composition of this committee shall be as follows:

1. Three (3) classified employees selected by CSEA, representing three of the four following classifications: Clerical, Custodial/Transportation, Food Services, Instructional Aides.
2. Two (2) employees appointed by the Superintendent. The Superintendent will appoint the chairman of this committee.

The duties of the committee shall include:

- a) Hear and decide appeals for professional growth credit denied by the Superintendent.
- b) Recommending additional or revised professional growth policy.

C. Criteria for Professional Growth Credit

Professional growth credits may be achieved through participation in any of the following activities:

1. Credit may be earned by taking courses at universities, colleges, junior colleges, trade schools, or adult school, or through an accredited correspondence school. It is anticipated that coursework will either be related to improvement of job performance in the position occupied by the employee, or to meeting the requirements of a position in the District to which the employee aspires. Examples of approved courses for each area of work are provided in the attached list (Appendix B). Other courses may be acceptable with the Superintendent's approval. Courses must be completed with a passing grade of C or better to receive credit. One professional growth credit will be awarded for each semester unit earned and 2/3 of a professional growth credit will be awarded for each quarter unit. Credit can not be obtained for courses attended during the employee's regular working hours or if the district is paying course tuition.

2. Credit may be earned with the Superintendent's approval by attendance at an appropriate workshop or conference. The workshop or conference must be designed for an exchange of ideas, the presentation and discussion of information, practical methods and skills for improving employee on-the-job performance. Credit for workshops and conferences shall be applied to this program at the rate of one professional growth credit for each eight hours of attendance. Credit can not be obtained for workshops or conferences attended during the employee's regular working hours or if the district pays the cost of the workshop or conference.

Credit may be earned through individual research designed to improve the performance of assigned duties. Individual research involves a written plan based on the study of a subject that will add to the efficiency or quality of work of the district in general, the person undertaking the project, or his specific classification. An acceptable research project may earn up to a maximum of four points, depending on the quality of the study and the value derived therefrom, as determined by the recommendation of the Professional Growth Review Committee and approval of the Superintendent. Research for credit can not be conducted during the employee's regular working hours or at district expense.

D. Application to Participate

Prior to commencing growth activities, an employee should complete an application for professional growth credit (See Appendix C), outline anticipated activities, and submit it to the Superintendent. Prior approval is not required, but is recommended as late submission does not guarantee approval by the Superintendent. Approval prior to the completion of the growth activity is required. Any decision of the Superintendent may be appealed to the Superintendent Professional Growth Committee.

E. Verification of Completion of Approved Activities

1. Coursework - The employee must submit a graded transcript to the district office. A certification of satisfactory completion, signed by the instructor, will be accepted in cases where a graded transcript is not applicable to the coursework undertaken.
2. Workshops/Conferences - The employee is responsible for providing verification of attendance at each workshop/conference. He is responsible for getting a workshop/conference official to verify the time involved.
3. Individual Research - The employee will demonstrate materials and methods to a group of fellow employees to show the value resulting from the research project. The written plan shall be reviewed by the Professional Growth Review Committee to determine its adequacy.

F. Qualifying for the Awards / Professional Growth

When an employee has completed ten approved professional growth points, he/she shall receive an annual salary increase in the amount of \$300 to be paid in monthly increments beginning the fiscal year immediately thereafter. An employee shall indicate his/her qualification or intention to qualify for an award in June for the next fiscal year. An employee may not earn an award more often than once in any two-year period; however there is no time limit on the accumulation of the ten points.

ARTICLE VI

HOLIDAYS

A. Employees covered by this Agreement shall receive the following paid holidays, or at the discretion of the Employer, their alternatives:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Lincoln Day
4. Washington Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Admission Day
9. Veterans Day
10. Thanksgiving Day
11. The day following Thanksgiving Day
12. The day preceding Christmas
13. Christmas Day
14. One additional holiday to be taken on a teacher work day (normally in November at the elementary schools and January at the junior-senior high school).
Classified employees who cannot be released on an appropriate teacher work day will receive December 31 as an alternative holiday.

B. Employees must be in paid status on the work day immediately preceding or immediately succeeding the holiday or holiday period in order to be eligible.

ARTICLE VII

BUS DRIVERS: CALL IN/LICENSE RENEWAL/SUBSTITUTES

- A. Bus Drivers working on non-school days shall receive a minimum of four (4) hours pay.
- B. The district shall pay the cost of Bus Driver license renewal fees and required annual in-service training.
- C. The district shall pay for training, licensing, and physical examination of employees who wish to be substitute bus drivers.
- D. Any employee whose regular assignment does not include bus driving, who maintains a bus driving license and who is available to substitute shall receive a stipend of \$600 per year, payable in equal installments for 10 months between August and June.
- E. In the event that a substitute bus driver is called upon by the Superintendent or designee to substitute on a bus run and, absent reasonable cause, is not available to substitute, that employee will not be eligible to receive the monthly portion of his/her stipend.
- F. For purposes of this section, "reasonable cause" for a substitute driver to decline driving shall be a required court appearance, jury duty, bereavement, or illness. The Superintendent or his designee may require written verification of the reasonable cause if s/he has reasonable grounds to believe that such verification is appropriate under the circumstances.
- G. Substitute bus driving assignments shall not interfere with the performance of an employee's duties in his or her regular assignment.
- H. Reimbursement for Bus Driver Certification: First Time Applicant

The district will reimburse employees or potential employees applying for bus driver certification for the expense or fees incurred while completing the certification process pursuant to the steps listed below. Current employees will be paid their time associated with the application process to be paid at the regular or over-time wage as necessary. Substitutes will be arranged to cover a current employee's regular duties. The list below is the steps required to obtain bus driver certification for a first time applicant.

1. Complete Application
2. Drug Test
3. Commercial Driver's License Medical Examination
4. Bus Driver Instruction Class (this includes the classroom fee and the person's time of 40 hrs.)
5. DMV Printout
6. Fingerprints (for district employment)

At this point, if the prospective driver has passed the previously mentioned examinations, he/she will be reimbursed for their expenses incurred to date.

It is Management's discretion to approve continuation of training for prospective bus drivers at this point. If a prospective driver is not approved for continued training, reimbursement for any additional expenditures will not be made.

7. Complete Behind the Wheel Training (20 hours)

8. CHP Interview

- Bring DMV printout and medical examination
- Bring a resume
- Bring a written paragraph (Why you want to be a bus driver?)
- Fingerprinting for CHP done at this time
- CHP written examination (first aid and rules & regulations test)
- Application fee (complete at time of interview)
- License Upgrade Fee

9. CHP Driving Test

At this point, if the prospective driver has passed the previously mentioned examinations and gains certification as a bus driver, he/she will be reimbursed for their expenses incurred to date.

The certified bus driver must go through the normal hiring procedures as outlined in board policy to be hired as an employee of the district.

I. Reimbursement for Bus Driver Certification: Renewal of License

The district will reimburse current employees renewing their bus driver certification for expenses incurred while completing the certification renewal process pursuant to the steps listed below. This includes their time associated with the application process to be paid at regular over-time wage or as necessary. Substitutes will be arranged to cover an employee's regular duties. The list below is the steps required to renew a bus driver license.

1. Documentation of annual 10 hours of required in-service
2. Bus Driver Instruction Class (this includes the classroom fee and the person's time of 40 hrs.)
3. CHP written examination (first aid and rules & regulations)
 - Renewal Fee
4. CHP drive test

If a duplicate license is needed, it will be obtained at the driver's own expense.

J. Reimbursement for Bus Driver Certification: Upgrade of License

The district will reimburse current employees upgrading their bus driver certification for expenses incurred while completing the certification upgrade process pursuant to the steps listed below. This includes their time associated with the application process to be paid at regular or over-time wage as necessary. Substitutes will be arranged to cover an employee's regular duties. The list below is the steps required to upgrade a bus driver license.

1. Documentation of annual 10 hours of behind the wheel training for type of bus upgrade for which license applies

ARTICLE VIII

SUBSTITUTES

- A. Substitutes shall be hired whenever available for cooks on the first day of absence; and custodians and instructional aides on the second day of absence.

ARTICLE IX

LEAVES

A. Adoption Leave

An employee who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of processing the adoption.

B. Bereavement Leave

1. An employee shall be granted necessary leave of absence, not to exceed three days, or five days if out-of-state travel is required, or if more than 250 miles one way travel is involved, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Article. Members of the immediate family mean the mother, father, grandmother, grandfather, or a grandchild, son, son-in-law, daughter, daughter-in-law, adopted son/daughter, brother or sister of the employee, or the spouse of the employee, or any person living or who has lived for at least one year in the immediate household of the employee.
2. Bereavement leave may be granted for each death described, even though more than one death occurs simultaneously. Such leaves may be consecutive.

C. Child Rearing Leave

An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave may be for a maximum period of three (3) months and may be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

D. Entitlement to Other Sick Leave

1. When an employee is absent from his/her duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence. The amount paid the substitute employee during any month shall be less than the salary due the employee absent from his/her duties.
2. Entitlement to sick leave provisions under this section, if any, shall be considered "entitlement to other sick leave" for the purposes of computing benefits under the provisions of Education Code Section 45192 if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted.

E. General Leaves.

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee.

F. Industrial Accident and Illness Leaves.

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, an employee shall be entitled to the following benefits:

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year-to-year, and when any leave will overlap a fiscal year, the employee shall be entitled to any amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation law of this State, exceed the normal wage for the day.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the worker's compensation laws of this State at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay. Any time an employee 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.

G. Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall submit his/her juror fees, if any, to the District. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered a juror fee and shall be retained by the employee.

H. 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.

I. Parental Leave

An employee may be entitled to ten (10) days of paid leave to care for his/her child after the birth or adoption of the child.

J. Personal Necessity Leave.

1. An Employee may use his/her total number of accumulated sick leave days during any school year for matters of personal necessity as defined in a,b, & c below.
 - a. Death or serious illness of an employee or his/her family. In the event of death, benefits authorized herein shall be in addition to benefits provided in Bereavement Leave.
 - b. Accident involving his/her person or property or the person or property of a member of his/her immediate family (for definition of "immediate family" see paragraph B. of this Article).
 - c. Two days may be used for other matters deemed sufficiently important for being absent from duty without the employee having to state a reason. These days shall not be used for Association concerted activities of any type.
2. Utilization under Paragraph 1.a. and b. above shall not require advance approval, but earliest possible notification shall be tendered to the immediate supervisor. Utilization under Paragraph 1.c. shall require the prior approval of the Superintendent.
3. One (1) day may be approved by the Superintendent or his/her designee to accommodate other contingencies which would necessitate employee absence from work when such absence is unavoidable.
4. The Board retains the right to require verification of necessity in all cases except 1.c.

K. Sick Leave.

1. An employee employed five (5) days a week by a school district shall be entitled to twelve (12) days of leave of absence for illness or injury, exclusive of all days he/she is not required to surrender service to the District with full pay for a fiscal year of service.
2. An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proration of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve.

3. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, 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 of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such absence shall be at the pay which would have been received had the employee served during the day of illness.
5. At the beginning 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 (6) days, or the proportionate amount to which he/she maybe entitled under this Section, until the first day of the calendar month after completion of six (6) months of active service with the District.
6. Pregnancy shall be treated as an illness for the purpose of sick leave.
7. If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year-to-year.
8. The Superintendent may require written verification of the employee in capacity or illness if he has reasonable grounds to believe that such verification is appropriate under the circumstances.

L. Break-In-Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accrued under the provisions of this Agreement shall continue to accrue under such absence.

M. Donation of Sick Leave Time

1. This section is intended to provide bargaining unit members an opportunity to contribute accrued sick leave to other benefit unit members.
2. Unit members wishing to donate sick leave will indicate on a form the number of hours they want credited to another unit member's sick leave account (Appendix C).
3. District agrees to accept the transfer of sick leave from the donor's sick leave account into another designated sick leave account on a one-for-one basis.

4. Donors account will be reduced by the number of hours requested and that same number will be added to another designated account.
5. Any difference in pay rate will be ignored.
6. All donations to sick leave accounts will be anonymous.
7. Recipient of donated sick leave must have used all of his/her sick leave, vacation, and compensation time before being eligible to receive donated sick leave.
8. In order to donate sick leave, the donor must retain a minimum of five working days in his/her own sick leave account.

ARTICLE X

SENIORITY/VOLUNTARY TRANSFER/PROMOTION

- A. Seniority: Seniority is based upon date of hire in a probationary status in a classification or the date of hire in an equal and/or higher classification, whichever date of hire is earliest. An equal classification is one that is paid at the same range on the salary schedule and higher classification is paid at a higher range on the salary schedule.

Example: The employee is currently employed in the classification of Maintenance Worker-Bus Driver is paid on Range 9 of the salary schedule. He has worked in that classification since July 1, 2005. Prior to this, he worked in the classification of Cook-Light Maintenance-Custodian-Grounds which is paid at Range 5 of the salary schedule. He worked in that classification from July 1, 2000 to June 30, 2005 when he promoted into the Maintenance Worker-Bus Driver classification.

This employee's hire date as a Cook-Light Maintenance-Custodian-Grounds remains July 1, 2000 because he is able to count the seniority he earned in the higher classification of Maintenance Worker-Bus Driver.

The seniority that he earned in the lower classification of Cook-Light Maintenance-Custodian-Grounds does not count toward his seniority in the higher classification of Maintenance Worker-Bus Driver. Therefore, his hire date as a Maintenance Worker-Bus Driver is July 1, 2005.

- A (2) Substitute service credit: In the event an employee is hired into a position in which she/he has been substituting continuously directly prior to being hired into the same position on a probationary basis, the date of hire shall be the date hired as a substitute in that position. The term "substituting continuously" means working at least 70% of the available work days from the date of initial employment as a substitute employee until the date the substitute employee is hired as a regular classified employee in the same position.

Example: A vacancy occurs in the classification of Maintenance Worker-Bus Driver and a substitute fills the position from July 1st to August 25th while the District recruits to fill the position permanently with a regular classified employee. The substitute applies for the regular classified position of Maintenance Worker-Bus Driver and is selected for the position effective August 25th. His/her seniority date in this classification would be July 1st rather than August 25th because he/she continuously substituted in the same position immediately prior to filling it as a regular classified employee.

- A(3) Seniority Tie Breakers: In the event two (2) or more employees have identical seniority, as defined in Article 16, Section (A)(4) above, the decision as to which employee has the

greater seniority shall be based upon total District seniority, including service in lower classifications in which the employees have served. If the employees still have equal seniority, the seniority will be determined by lot.

- B. Promotions shall be considered a change from a position in one classification to a position in a different classification that is paid at a higher salary range.
- 1) An employee moving from a lower range to a higher range shall be placed at the step that guarantees a pay rate of five percent more than the rate paid at a lower range, but in no event greater than the maximum step in the range.
 - 2) The longevity previously accrued by that employee shall be applied to the new pay rate.
- C. Transfer shall be considered as a change of site, shift, or an increase/decrease in the number of hours within a classification. No change in longevity, range, step placement, or step advancement will result from an employee transfer.
- D. Voluntary Transfer shall be considered to be a transfer requested by or otherwise voluntarily consented to by an employee. Voluntary transfers may be made into vacant positions or when two employees voluntarily agree to exchange positions and where the District agrees to the exchange of positions.
- E. Involuntary Transfer is defined as a transfer initiated by the Superintendent in order to meet the work requirements of the District. Prior to any involuntary transfer, the Superintendent shall solicit voluntary transfers. If no voluntary transfer can be made, the Superintendent will involuntarily transfer the least senior employee unless in his/her reasonable judgment doing so would lead to an unreasonable hardship for the district or employee or would not meet the Superintendent's need to meet the work requirements of the District. A minimum twenty (20) work-day notice to the affected employee will be required for involuntary transfers but may be reduced by mutual agreement between the Superintendent and affected employee.
- F. Lateral Transfer shall be considered a change from a position in one classification to a position in another classification where the salary range is the same in both classifications. An employee who laterally transfers shall be placed on the same range and step in the new classification as he/she was placed on in the former classification. No change in longevity or step advancement will result from an employee laterally transferring.
- G. Demotion is defined as an employee moving from a position in one classification into a position in a different classification that is paid at a lower salary range. Demotion can only occur as a result of discipline under Article XV, as a result of a voluntary demotion in lieu of layoff in accordance with Article XVI, or based on the voluntary request/application of the employee.

- 1) An employee who voluntarily demotes or who is demoted as a result of disciplinary proceedings shall be placed on the same step in the lower classification as he/she was placed on in the former, higher classification.
- 2) An employee who voluntarily demotes in lieu of layoff will be placed on the step in the lower range that is closest in hourly salary to the step in the former, higher range at which the employee was formerly paid. No change in longevity, range, or step advancement will result from an employee taking a voluntary transfer.

Order for Filling Vacancies:

A. The order for filling vacancies shall be:

- 1) Transfers first,
- 2) Reemployment from the appropriate lay off list second,
- 3) Lateral transfers third,
- 4) Voluntary demotions fourth,
- 5) Promotions fifth
- 6) And if the vacancy is still not filled through these means through outside applicants.

B. Employees requesting a voluntary transfer will be considered to be qualified, all others must meet the minimum qualifications of the classification in order to be eligible to lateral transfer, promote, or voluntarily demote. At each level of the order for filing vacant positions, the most senior eligible employee will be awarded the position with the following exception:

- 1) The most senior employee requesting a voluntary transfer will be granted the voluntary transfer unless the District can demonstrate that in doing so it would create a hardship to the District (i.e. a significant financial hardship or the inability to have critical work performed).

Posting of Notices:

Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each District work site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees within the unit may file for the vacancy. Any employee who is on leave or layoff who has previously requested that he/she be notified of vacancies which are posted during the period of leave or layoff shall be mailed a copy of the notice on the date the notice is posted.

Notice Contents:

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

ARTICLE XI

EVALUATIONS

A. Probationary Employees.

Each probationary status unit member shall receive a written work performance evaluation by the immediate supervisor (as designated by the District) not less than three times during the twelve (12) month probationary period.

B. Permanent Employees.

Each permanent status unit member shall receive a written work performance evaluation by the immediate supervisor at least once each year for years 2 through 5; starting with year 7, at least every other year. Such an employee may be evaluated at other times during the year if exemplary or unsatisfactory service is performed.

C. Individual Conferences.

The immediate supervisor may schedule individual conferences for evaluation purposes at his/her discretion. The purpose of this conference is to set/review administrative priorities, review forms and procedures, and to state the specific work performance objectives that are desired. At least one individual conference shall be held prior to completion of the written work performance evaluation.

D. Formal Written Rating

1. The formal written rating shall be based on employee performance which is related to the evaluation criteria established by the District. The data gathered to support the appraisal shall relate to the employee's job description, and standards of behavior required of all employees, as prescribed by the District.
2. The written work performance evaluation shall contain an appraisal of the employee's performance and, as appropriate, commendations or recommendations for improvement. The recommendations for improvement shall include, if possible, specific recommendations, time lines, and provisions for follow-up.
3. The immediate supervisor shall meet with the employees to discuss the completed written evaluation. A copy shall be provided to the employee.

E. Supervisory Action.

Nothing contained in this article shall preclude a supervisor from documenting, in writing, deficiencies in an employee's work related performance. Such documentation shall not be used for disciplinary purposes unless it has been, or is proposed to be, included in the employee's personnel file.

ARTICLE XII

VACATION

A. Eligibility

All unit employees shall earn and use paid vacation time pursuant to this Article. Vacation benefits are earned on a fiscal year basis, July 1 - June 30.

B. Paid Vacation

Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. If District action does not permit an employee to take all of his/her annual vacation, the amount not taken shall be paid in cash.

C. Holidays

When a holiday falls during the scheduled vacation of any unit employee, such day shall be counted as a paid holiday and not charged against the employee's vacation account.

D. Limitation on Use

Vacation shall not be granted during the first twelve (12) months of employment. Under appropriate circumstances the Superintendent may approve earned vacation time prior to the employee's completion of twelve (12) months employment.

E. Vacation Bids for Summer, Christmas, and Spring Break

1. Vacations during summer, Christmas recess, and spring break shall be open to bid for regular full-time twelve (12) month employees.

F. Requests During the Year

A written request to utilize annual leave, other than pursuant to E. above, shall be processed on a first received basis. The District shall either grant or deny the request, in writing, within five (5) calendar days from receipt of the employee's written request. The District shall not be required to process a written request to be placed on vacation leave which is received by the immediate supervisor less than five (5) calendar days before the first workday of the requested vacation. This requirement may be waived at the sole discretion of the district.

G. Carry Over of Annual Leave

1. No unit employee may have credited to their account on June 30 more than the number of hours of annual leave which were earned during the fiscal year just completed.

2. If an employee has not scheduled sufficient vacation to meet G.1 above, the District may, during the last six months of the fiscal year, direct the times at which the vacation will be taken.
3. The District may, based upon extraordinary circumstances, approve a written request to carry-over a larger number of hours. Any such request must be approved in advance by the Superintendent and shall include a statement of the extraordinary circumstances and a plan which will liquidate the excess in the coming fiscal year.

H. Prior Approval

No unit employee shall take any vacation leave without prior written approval from the District.

I. Accumulation of Vacation

1. All regular full-time unit employees (a base assignment of 35 hours or more per week) shall accumulate vacation hours pursuant to this sub-Article.
 - a. From the first month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of 5/6 days of vacation for each month of paid service.
 - b. Commencing with the sixth (6th) year of service, vacation shall be earned and accumulated at the rate of 1 and 1/4 days vacation for each month of paid service.
 - c. Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1 and 2/3 days of vacation per month of paid service.
 - d. For purposes of this section, a day of vacation shall be credited to the employee's account, on a monthly basis, at the existing number of hours in the regular base assignment.
2. All employees whose base assignment is less than 35 hours per week, regardless of the number of hours or days actually worked per week, shall accumulate vacation at the fractional part of a full-time assignment.
3. A month of service for purposes of this sub-article is defined as a month in which the employee is in paid status for more than one-half (1/2) of the number of working days in that month. A working day is any day that the District Office is open to the public for business or is closed for a holiday.

J. Vacation Pay

Pay for a day of vacation shall be the same as that which the employee would have received had he/she been in a working status (overtime and extra hours excluded). Appropriate deductions for hours of vacation shall be made from the employee's vacation account.

K. Vacation Pay Upon Termination

Upon separation from service, a permanent bargaining unit employee shall be entitled to lump-sum compensation for all currently accrued and unused vacation. Accrual shall include proration to the effective date of the termination.

L. Vacation Postponement

When a scheduled vacation becomes due, if an employee requires leave due to illness or injury, he/she may request that vacation dates be changed. The Superintendent shall further grant the request to change vacation dates, if practicable within District work requirements, in accordance with vacation dates available at that time.

M. School Year Employees

All unit members who are hired for a designated number of days per school year shall have their earned vacation hours computed as additional compensation into their monthly salary.

N. Part-Time Twelve Month Employees

Any unit members hired on a part-time (less than 35 hours per week) basis for twelve (12) months shall take their accrued vacations in accordance with Sections E. and F.

ARTICLE XIII

OVERTIME PAY AND COMPENSATORY TIME

- A. Compensatory time shall be granted at the rate of one and one-half (1 & 1/2) hours for every hour worked in overtime.
- B. Use of compensatory time shall be approved by the supervisor and scheduled subject to supervisor approval in the same manner that vacation time is requested and approved.
- C. Compensatory time shall be recorded on an employee's time sheet and a record of accumulated time kept by the BUSD Business Office.
- D. No employee shall accumulate more than sixty (60) hours of compensatory time.
- E. Compensatory time shall be utilized during the fiscal year accumulated and shall not be carried over from year to year unless remaining time is scheduled with the employee's supervisor.
- F. Unused compensatory time shall be paid off at the end of a fiscal year unless the time is scheduled for utilization by the employee with supervisor approval.
- G. Compensatory time shall only be awarded for overtime, i.e. beyond eight (8) hours a day or beyond forty (40) hours a week.
- H. The employee shall have the choice in electing compensatory time as opposed to receiving pay for overtime.

ARTICLE XIV

GRIEVANCE PROCEDURE

Grievances

The Board and Association recognize that provisions for dealing with grievances are an essential part of good personnel administration.

Both are committed to dealing promptly and equitably with grievances to resolve them quickly at the informal level or at the earliest stage possible, in the formal level. The intent of this article is to provide a means to work collaboratively to settle problems in a way that will address concerns of the employee as well as management.

1. Definitions

- a. A "grievance" is an allegation by an employee that there has been or will be a violation of: (1) the employment agreement; 2) Board policy and/or administrative regulations; (3) the law. A grievance may also apply to actions that result in unfair treatment of employees or situations that violate reasonable establishment practices. A grievance does not apply to allegations of sexual harassment nor complaints by the public. Procedures pertaining to those situations are part of Board policy.
- b. A "grievant" may be CSEA or any member of the bargaining unit covered by the terms of an agreement between the bargaining unit and the Governing Board of this school district.
- c. A "day" (for the purposes of this grievance procedure) is any day on which the central administrative office of this school district is open for business.
- d. The "immediate supervisor" is the person with immediate jurisdiction over the grievant.

Guidelines Applicable to all Grievances

1. An employee who wishes to have a grievance heard under this procedure must initiate informal action within thirty (30) days of the time s/he had knowledge of the act or omission giving rise to the grievance.
2. Unless otherwise mutually agreed, the employee has the right to representatives of his/her choice.
3. For the protection of the complainant and the district, all grievance proceedings will be kept confidential.

4. All documents, communications, and records dealing with grievance processing will be placed in a district grievance file. No such material will be placed in an employee's personnel file unless the grievance results in discipline.
5. No reprisals shall be taken against any participant in a grievance procedure by reasons of such participation.
6. Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement between parties. If specified or-adjusted limits expire, the grievance may proceed to the next step.
7. Grievances involving an administrator above the building level may be filed at Step 2.
8. Any grievance not appealed to the next step of the procedure within prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
9. In order not to interfere with school schedules, meetings shall be held at a mutually acceptable time and place during the normal workday. An effort will be made not to interfere with the employee's peak work time.
10. When the grievance process involves another employee in any potential settlement, all parties of interest shall be consulted and advised of the grievance proceedings.
11. After a grievance is mutually resolved, or if complainant does not wish to take further steps, s/he will complete and submit to the superintendent a Settlement of Grievance. (See appendix D).
12. Nothing in the grievance procedures limits a member's right under the law.

Informal Resolution

Every effort shall be made by the parties involved to resolve grievances and disagreements on an informal level. The formal grievance procedure should not be initiated unless attempts at resolving the grievance at the informal level have been exhausted. When an employee has a grievance, he/she shall request a conference with the individual and/or the supervisor involved to discuss the grievance. The conference shall be held, on a date established for a conference, within five (5) days of the request or as soon as practical. Both the complainant and the supervisor may invite other persons as counsel. The employee may request that a representative of the employee organization be present at the conference. Additional conferences may be held to discuss the grievance at mutually agreed upon times and dates. The case shall be closed if the grievance is resolved, or if the grievant does not wish to take further steps. If the issue is not resolved, both the grievant and immediate supervisor shall sign a memorandum acknowledging compliance with the informal level of the grievance procedure.

Interest-Based Step in Grievance Procedure

If either the grievant or supervisor is not satisfied with a decision at any level, the grievant and supervisor may mutually agree to submit the grievance to a joint Fact-Finding-Committee by filing a written request with the Superintendent.

The Fact-Finding-Committee shall consist of: (a) one person appointed by each party (grievant and supervisor); (b) the grievant and supervisor; (c) a facilitator appointed by mutual agreement of panel members. Both of these appointees must have experience and knowledge in the interest-based negotiations process.

The Fact-Finding-Committee shall meet with the grievant and other involved parties and gather facts concerning the grievance, as the Committee deems appropriate. The work of the Committee shall be informal, based on the principles of interest-based employer-employee relations, and designed to facilitate a resolution of the grievance that is acceptable to the parties.

Within fifteen (15) days of its formation, or as soon as practical, the Committee will provide the parties with its written findings and recommended resolution of the grievance. This report of the Committee shall be advisory to the parties, and shall not be final and binding.

If this step is not successful, the grievance will automatically proceed to the next formal level.

Step I - Formal Grievance/Grievance Procedure

Filing - A written request for settlement of grievance shall be filed with the supervisor or designee within ten (10) days after signing the memorandum acknowledging compliance with the informal level or as such as practiced. The request shall be prepared in triplicate with one copy to the supervisor and two (2) copies for the complainant. The complainant may supply a copy to his/her organization representative. (See Appendix D)

Information on the request for settlement of grievance - Step 1 shall include:

1. A description of specific grounds for the grievance including names, dates, and places necessary for complete understanding of the grievance.
2. A list of provisions of Board policy, administrative regulations, the master agreement, practices, and procedures, that affect working conditions of the grievant or association.
3. A list of reasons why the immediate supervisor's proposed resolution of the problem is unacceptable.
4. The settlement requested, with a list of specific actions by the district that will remedy the grievance.

Disposition - The supervisor or designee shall make a written disposition of the grievance within ten (10) working days after receipt of a grievance by completing a Reply to Grievance Step 1, and returning it to the complainant.

Conference - Within the time limit either party may request a conference.

Step 2 - Formal appeal to superintendent

Filing - If the employee is not satisfied with the disposition of the Grievance at Step 1, s/he may file the grievance on the Step 2 form provided in the master agreement (See appendix D). The grievance shall be filed with the Superintendent within ten (10) working days of receipt of the disposition at Step 1 or as soon as practical. All information presented at Step 1 shall be submitted to the Superintendent.

Conference - Within the time limit either party may request a conference.

In cases where a substitute for the Superintendent would normally hear the appeal, the complainant may request the Superintendent only. The complainant shall waive the working-day time limit for a conference. If the complainant chooses to exercise this option, the request shall be made in writing with a statement that the time limit has been waived. The superintendent will attempt to meet with the complainant as soon as possible.

Disposition - The Superintendent or designee shall make a written disposition of the grievance within ten (10) working days after meeting by completing a Reply to Grievance - Step 2 or as soon as practical. The supervisor and the complainant shall be notified in writing of said disposition.

Step 3 - Appeal to the Governing Board

If the employee is not satisfied with the disposition of the grievance at Step 2, he/she may file an appeal to the Governing Board. (See Appendix D)

Within ten (10) working days, or as soon as practical, of the receipt of the Superintendent's decision the complainant may submit a grievance action appeal form to the Governing Board. All material developed from inception of the grievance shall be included with the appeal form. The personnel office shall prepare and deliver copies of all material in the grievance folder to each Board member and the complainant.

The superintendent or designee and the grievant shall confer to establish the date of the appeal hearing. The date to be set shall allow a minimum of ten (10) working days prior to the hearing. The date will be no later than the next regularly scheduled Board Meeting. When the date is established, or at least five (5) working days prior to the hearing, the complainant may request that copies of all grievance materials be mailed to him/her.

Failure to confer or appear because of a proven emergency or illness will be grounds for postponement of the hearing.

The Board shall make its decision within fifteen (15) days of the hearing. The Board's decision will be final and binding upon all parties. It shall be reduced to writing and delivered by hand or registered mail to all parties.

All grievance hearings will take place in open session unless the grievant requests a closed session. State and Federal law along with applicable appellate or Supreme Court decisions shall prevail in determining whether a hearing is held in open or closed session.

ARTICLE XV

GUIDELINES TO DISCIPLINARY ACTION

1. ORAL REPRIMAND

A. PURPOSE:

- To give employee notice that his\her work is unsatisfactory or an incident of misconduct has occurred.
- To counsel the employee on expected performance standards or job conduct.
- To offer help and assistance to the employee in meeting such standards.

B. GUIDELINES:

- Employee and supervisor meet privately (employee may have representation).
- The employee is informed of the misconduct or job performance deficiency that is occurring.
- There is an opportunity for employee to explain or respond.
- The supervisor outlines the behavior that is required.
- A date is set for future performance review.
- Session is summarized in writing with a copy to the employee. This write-up will be a reference document to cite if continuous poor performance or persistent infractions must be documented in writing. This document is not placed in the Personnel file.

2. WRITTEN REPRIMAND

A. PURPOSE:

When employee continues to fail to perform or otherwise falls short of the job standards after oral notice and supervisor must document the problem in writing. [Oral or written reprimands are not required prior to the imposition of suspensions and/or terminations in cases so serious that immediate action is necessary.]

B. GUIDELINES:

- Memorandum should identify employee, writer, date prepared and subject.
- It should describe the employee's misconduct and/or poor performance in specific detail, including all relevant dates and times plus a complete description of the disciplinary incident or problem.
- Memorandum should refer to related conference and/or previous written reprimand.
- Memorandum should cite all rules, regulations, policies or provisions in the collective bargaining agreement violated by the employee and copies appended to the memo.

- Memorandum should make note of all adverse consequences of the employee's conduct or poor performance on the organization, i.e. failure to complete projects on schedule, increased cost of overtime, loss of business, etc.
- It should contain a clear directive that the employee must improve his/her conduct and/or work performance.
- It should inform the employee of the probable disciplinary consequences if his/her conduct and/or performance does not improve.
- The following statement is included:

"A copy of this written reprimand will be placed in your personnel file within ten (10) workdays. You have the right to prepare a written response to this written reprimand and have that response attached to the reprimand and placed in your permanent personnel file."

- The notice must be hand-delivered to employee and with a completed "Proof of Service" or sent by certified/return receipt mail.

3. CONFERENCE/INTERVIEW SUMMARY

A. PURPOSE:

Where the employee's performance continues to be unsatisfactory after issuance of one or more written reprimands, the employee now becomes a candidate for possible serious disciplinary action. Conferences should be scheduled to discuss shortcomings and provide specific directions for improvement. [Prior oral or written reprimands are not required prior to the imposition of suspensions and/or termination cases so serious that immediate action is necessary].

B. GUIDELINES:

- To conduct review of or performance standards required by employer.
- To develop timeline for the next step in the disciplinary process or improvement.
- To offer assistance.
- To elicit employee's comments.
- To summarize in writing the purpose of the meeting and clear description of the employee's problem areas.

There should be a memorandum that summarizes the conference that states:

"A copy of this summary will be placed in your personnel file within ten (10) workdays. You have the right to prepare a written response to this summary and have that response attached to the summary and placed in your permanent personnel file."

4. SKELLY HEARING (INFORMAL)

A. PURPOSE:

Upon receipt of a Notice of Proposed Disciplinary Action, the employee may request an informal meeting with the supervisor, department head, employee and a union representative to determine if disciplinary action should be taken.

B. GUIDELINES:

- Evidence is presented in a clear and unemotional way.
- The employee has a chance to explain or offer a defense to the specific disciplinary situations described. The union representative insures that the rights of the employee are not restricted.
- The employee's explanation is investigated in an attempt to verify the employee's defense. Other supervisors or co-workers are questioned; gather documentation if necessary.
- Any mitigating factors should be considered.
- Decision must be rendered in writing.

5. DISCIPLINARY ACTION

A. PURPOSE:

To formally enforce decision to take disciplinary action (suspension, demotion or dismissal).

B. GUIDELINES:

- After meeting with the employee and representation (Skelly Hearing), the supervisor determines whether formal disciplinary action is necessary. A recommendation for Disciplinary Action will be sent to the Superintendent. Causes for disciplinary action from rules and regulations are cited and attached to all pertinent documentation.
- When the Superintendent concurs, s/he will prepare a Notice of Disciplinary Action containing a statement of charges, statement of specific rules and/or regulations that have been violated and the relevant cause(s) for disciplinary action will be sent under his/her signature.
- Copies of all relevant written materials upon which the charges are based should be included.

6. NOTICE OF PROPOSED DISCIPLINARY ACTION

A. PURPOSE:

Where the employee's performance continues to be unsatisfactory after issuance of one or more written reprimands or in cases of serious infractions, employee is notified of proposed disciplinary action. Personnel and legal counsel should be consulted prior to action.

B. GUIDELINES:

- To clearly state the proposed disciplinary action (suspension, demotion or dismissal) and the effective date.
- To state the charges which have resulted in the recommendation for disciplinary action.
- To state the specific rules and/or regulations that have been violated by the employee.
- To state the facts upon which the charges are based and include copies of all relevant written materials supporting the facts.
- To include a statement of the employee's right to appeal to the Superintendent for a hearing on the charges.
- To request a Hearing; form filed within (5) working days of receipt will constitute a denial of all charges and a demand for a hearing.

C. REQUEST FOR HEARING (BY PERMANENT CLASSIFIED EMPLOYEE ONLY):

Normally, within thirty (30) days of the receipt of a request for a hearing, unless a postponement is requested by either party. The District Governing Board shall hold a hearing on the recommended disciplinary action which shall be conducted in accordance with Section 6 of this Article.

D. EMERGENCY CONDITIONS:

In emergency cases, when the Superintendent determines that the District personnel, students, or property are endangered, the Superintendent may immediately suspend a classified employee, with pay, and serve disciplinary action notice until a hearing by the Board may be held.

7. FORMAL HEARING PROCEDURES

A. When a permanent classified employee has requested a hearing in accordance with provisions of this Article, the following procedures will be followed:

1. Either Party to a hearing may be represented by counsel or an individual of their own choice and shall be given ten (10) calendar days advance notice of the time, date, and place of hearing.
2. A party to a hearing shall have the right to examine and have copies of all District records concerning the hearing matter prior to the hearing.
3. A party to a hearing process may present witnesses on his/her behalf and shall have the right to examine and cross-examine witnesses.
4. A party to a hearing shall have the right to a translator provided by the District, upon request.

5. Witnesses will be called individually and excused after making their statement and submitting to questions and any cross-examination.
6. The hearing will be held in closed or open session, according to the wishes of the employee.
7. A recorder shall be supplied by the District to record the proceedings.
8. The presiding officer shall be a member of the Board.

B. The presiding officer or hearing officer will:

1. Limit or exclude evidence or testimony which is not relevant or material to the issue. Technical rules of evidence shall not apply to such hearing, but evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs;
2. Elicit such evidence and testimony as he or she believes may be useful or necessary to establish facts and to provide an accurate record of actions or lack of actions by time, place, and persons involved in the disciplinary action;
3. Ask questions and permit questioning of witnesses by Board Members, participate in hearing discussions and assist, if requested by the Board, in drafting of findings of facts and points of law and be present at all times during the consideration of the case;
4. Authorize taking of depositions;
5. Administer oaths of affirmations;
6. Rule on objections, motions, and questions of procedure;
7. Adjourn the hearing when deemed necessary and set a time, date, and place for a continued hearing, if necessary.

The Board's findings of fact shall be based on preponderance of the evidence offered.

- C. A decision shall be rendered by the Board within ten (10) work days of the close of the hearing or upon receipt of a recommendation from the hearing officer. It shall be the final decision of the District regarding the matter.

The decision of the Board shall be made in writing and shall set forth the following:

Findings of fact on which the Board's decision shall be based;

- (a) Final order of the Board;
- (b) Notification that a copy of the hearing minutes may be provided the employee at his/her expense on a cost-to-the-District basis;
- (c) Notification of any appeal process that is available to the employee.

8. CAUSES FOR DISCIPLINARY ACTIONS:

- A. Incompetency or inefficiency in the performance of the duties of the position.
- B. Insubordination, including, but not limited to refusal to do assigned work.
- C. Inappropriate, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- D. Dishonesty (while in working status with the District).
- E. Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol
- F. Addition to or being under the influence of narcotics while on the job.
- G. Repeated unexcused absence or tardiness.
- H. Abuse of leave or vacation privileges (unauthorized leave).
- I. Absence without notification.
- J. Falsifying any information supplied to the District including information supplied on application forms, employment record or any other school district record.
- K. Willful or persistent violation of State law or policies and regulations of the District.
- L. Conviction of crimes of moral turpitude or sex offenses and/or narcotics offenses as defined in Education Code 44010 and 44011.
- M. Failure to adequately care for and safeguard assigned District material, equipment or facilities.
- N. Any other action or lack of action that is detrimental to the school district and public service.

ARTICLE XVI

LAY OFFS

A. Definitions

1. **Classification:** Refers to the position or positions which perform duties consistent with a job description that includes a job title. Job titles for classifications are listed in Appendix A.
2. **Substitute Service Credit:** In the event an employee is hired into a position in which she/he has been substituting continuously directly prior to being hired into the same position on a probationary basis, the date of hire shall be the date hired as a substitute in that position. The term "substituting continuously" means working at least 70% of the available work days from the date of initial employment as a substitute employee until the date the substitute employee is hired as a regular classified employee in the same position.

Example: A vacancy occurs in the classification of Maintenance Worker-Bus Driver and a substitute fills the position from July 1st to August 25th while the District recruits to fill the position permanently with a regular classified employee. The substitute applies for the regular classified position of Maintenance Worker-Bus Driver and is selected for the position effective August 25th. His/her seniority date in this classification would be July 1st rather than August 25th because he/she continuously substituted in the same position immediately prior to filling it as a regular classified employee.

3. **Layoff:** A is an involuntary separation from service directly caused by a lack of work or a lack of funds. Lay off includes any reduction in hours of employment or assignment to a classification in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by lay off.
4. **Seniority:** Seniority is based upon date of hire in a probationary status in a classification or the date of hire in an equal and/or higher classification, whichever date of hire is earliest. An equal classification is one that is paid at the same range on the salary schedule and higher classification is paid at a higher range on the salary schedule.

Example: The employee is currently employed in the classification of Maintenance Worker-Bus Driver is paid on Range 9 of the salary schedule. He has worked in that classification since July 1, 2005. Prior to this, he worked in the classification of Cook-Light Maintenance-Custodian-Grounds which is paid at Range ___ of the salary schedule. He

worked in that classification from July 1, 2000 to June 30, 2005 when he promoted into the Maintenance Worker-Bus Driver classification.

This employee's hire date as a Cook-Light Maintenance-Custodian-Grounds remains July 1, 2000 because he is able to count the seniority he earned in the higher classification of Maintenance Worker-Bus Driver.

The seniority that he earned in the lower classification of Cook-Light Maintenance-Custodian-Grounds does not count toward his seniority in the higher classification of Maintenance Worker-Bus Driver. Therefore, his hire date as a Maintenance Worker-Bus Driver is July 1, 2005.

5. Blended Classifications: Blended classifications are those that include duties from two or more separate ("component") classifications. The separate component classifications may or may not exist in the bargaining unit independently from a blended classification.

An employee in a blended classification may only bump into another blended classification if:

The employee has actually worked in the other blended classification,

OR

The employee's current blended classification contains all the component classifications of the other blended classification.

Example #1: An employee in the classification of Cook-Light Maintenance-Custodian-Grounds may bump into a position in the Light Maintenance-Custodian-Grounds classification.

Example #2: An employee in the classification of Light Maintenance-Custodian-Grounds may NOT bump into a position in the Cook-Light Maintenance-Custodian-Grounds classification.

Example #3: An employee may also bump into any of the component classifications contained within their current blended classification. For example, an employee in the Maintenance Worker-Bus Driver classification may use his/her seniority to bump into a position in the Bus Driver classification.

The process for employees in blended classifications to exercise their bumping rights is provided in Article 16, Section (E)(2). Blended classifications are specifically limited to the following:

Bus Driver-Grounds

Bus Driver-Light Maintenance-Custodian
Cook-Light Maintenance-Custodian-Grounds
Light Maintenance-Custodian-Grounds
Maintenance Worker-Bus Driver
Mechanic-Bus Driver
Out-Reach Worker-In-House Suspension Supervisor-Attendance Clerk
School Secretary-Attendance Clerk
Bus Driver-Trainer
Bus Driver-Dispatcher
Cook-Light Maintenance-Custodian-Grounds-Bus Driver

5. **Split Assignments:** An employee who works in at least two or more separate and distinct positions in at least two separate and distinct classifications shall be considered to have a split assignment rather than a single assignment in a blended classification.

B. Required Negotiations

1. The District shall negotiate the effects of lay off, and the decision and effects of a reduction in hours upon demand by CSEA.
2. The parties must reach agreement regarding the effects of layoff or exhaust impasse prior to implementing any lay off unless all of the following criteria are met:
 - a. The implementation date is not arbitrary and the employer has some immutable deadline for implementation under which implementation beyond the deadline would undermine the District's exercise of its rights to make the non-negotiable decision to lay off employees, and
 - b. Advance notice of the decision and implementation date are provided in accordance with statutory requirements in order to allow for meaningful good faith negotiations prior to implementation, and
 - c. The District negotiates in good faith with CSEA both prior to and continues to negotiate subsequent to the implementation date over the effects of lay offs.

C. Order of Lay off

The order of lay off within a classification is based on seniority. The employee, who has the least seniority, as defined in Section X.1.3 above, shall be laid off first.

1. Part-time positions (defined as those assigned less than seven (7) hours per day) that are funded from the same funding source will be eliminated prior to any elimination of full-time positions within a classification subject to layoff. For example, if the district needs to reduce general fund expenditures and determines a lack of funds in the classification of

Custodian, the district shall eliminate part-time positions prior to eliminating any of the full time Custodian positions. The actual lay off of employees which results from the elimination of these part-time positions will be based on seniority, with the least senior employee being laid off first.

2. In the event two (2) or more employees have identical seniority, as defined in Article 16, Section (A)(4) above, the decision as to which employee has the greater seniority shall be based upon total District seniority, including service in lower classifications in which the employees have served. If the employees still have equal seniority, the seniority will be determined by lot.

D. Notice of Lay off

The District will notify CSEA in writing of the specific positions that it is recommending for elimination and the specific positions subject to lay off as a result of the elimination of those positions. Along with the notice, the District shall provide CSEA with seniority lists for all affected classifications. CSEA will review the seniority list and the parties will work together to identify and correct any errors. As soon as possible after the notice is sent to CSEA, the District and CSEA will meet to discuss the specifics of position elimination, any resulting administrative transfers, bumping, and any resulting lay offs.

1. Employees subject to lay off shall receive a minimum of forty-five (45) calendar days notice prior to the effective date of lay off. A copy of the lay off notice will be sent to the CSEA Chapter President.

E. Lay off Process and Bumping Rights

1. An employee whose position is eliminated shall be allowed to exercise bumping rights within the classification provided he/she is not the least senior employee. If he/she is the least senior employee. If he/she is the least senior employee in the classification, then he/she may exercise bumping rights into other classifications in which he/she has previously served as outlined in Section XVI (E) (2) below. If the employee is not the least senior employee, he/she shall be allowed to bump into any vacant position in that classification or into any position in which the incumbent has less seniority. If a less senior employee is bumped, he/she may then exercise his/her right to bump any employee with less seniority than him/her or into a vacant position. This process shall continue until the least senior employee is laid off or exercises bumping rights into another classification in which he/she has served.
2. An employee laid off from his/her position in one classification may bump into any classification in which she has seniority provided that there is at least one less senior employee in that classification. The employee must hold all required certifications and meet all tests of fitness required for the classification. The order

of which classification he/she shall be able to bump into shall be at the discretion of the employee exercising bumping rights into another classification and shall normally be higher classifications, equal classifications, then lower classifications. The employee shall be able to bump into any vacant position in the chosen classification or into any position in which the employee has less seniority than he/she does. If a less senior employee is bumped, he/she may then exercise his/her right to bump any employee with less seniority than him/her or bump into a vacant position. This process shall continue until the least senior employee is laid off or exercises bumping rights into another classification in which he/she has served subject to the provisions outlined herein.

3. **Required Meetings:** The District will conduct a meeting or meetings with affected employees to determine individual bumping choices and CSEA may choose to have a representative present at all such meetings.
4. **Increasing the Hours of Senior Employees:** In the event that the position of a less senior employee is assigned more hours than the position of the employee exercising bumping rights, the following process shall be used.
 - 4.1 The position will be offered first to employees in the classification whose positions are assigned less time than the position of the less senior employee. This offer will be made in seniority order until someone accepts the offer or until the place on the seniority list is reached that is occupied by the employee who is exercising his/her bumping rights. If no employee with greater seniority than the employee who is exercising bumping rights accepts the offer, the employee may then exercise his/her bumping rights into the position with greater hours. If a more senior employee accepts the offer, their position will be offered to employees in the same manner as above, unless the employee whose position is eliminated has the same assigned time at which point the employee will be administratively transferred into that position or may exercise, at his/her option, to bump a less senior employee.

F. Reemployment Rights

1. Reemployment shall be in reverse order of lay off, with the most senior being reemployed first. Employees who are laid off will be eligible for reemployment in any vacant position within their former **classification** for a period of thirty-nine (39) months, and shall be reemployed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period.
2. Employees who take a voluntary demotion and/or voluntary reduction in assigned time in lieu of lay off shall be granted the same rights as unit members laid off for a period of sixty-three (63) months to be reinstated to a position in their former,

higher level classification and/or increase their assigned time back to the same level as the position he/she formerly held.

3. Offers of reemployment shall be made either by personal service or via U.S. First Class mail sent to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a form that includes instructions for acceptance or refusal of the offer of reemployment, time limit for acceptance or refusal, and a place for the laid off employee's signature. A stamped, self-addressed envelope shall be included to return the form and must be postmarked by no later than the end of the time limit for response. Failure to reply within ten (10) working days from date of personal service or twelve (12) days from the mailing of the offer of reemployment shall be deemed a refusal of that offer of reemployment. It is the laid off employees responsibility to file a current mailing address with the District Office.
4. An employee who is laid off and is subsequently rehired from the reemployment list shall have his full accrued balance of sick leave at the time of layoff restored upon the effective date of reemployment. However, if the employee worked for another public school district while on the re-employment list and Biggs Unified School District (BUSD) transferred sick leave to this other district, the employee shall only be entitled to that amount of sick leave which is transferred back to BUSD by the other district upon reemployment by BUSD.
5. Step Increases for employees who are reemployed shall be as follows:
 - A. If the employee is reemployed before January 1 of the fiscal year, they shall receive their next step increase effective July 1 of the following fiscal year. For example, if an employee were reemployed on November 15, 2007, they would receive their next step increase on July 1, 2008.
 - B. If the employee is reemployed on January 1 or later of the fiscal year, they shall receive their next step increase on July 1 of the second fiscal year following their reemployment. For example, if an employee were reemployed on February 15, 2008 they would receive their next step increase on July 1, 2009.
6. Notwithstanding any other provision of law, any employee who was subject to being, or was, in fact, laid off due to a lack of work or a lack of funds and who elects service retirement from the Public Employment Retirement System (PERS), shall be placed on the appropriate reemployment list. The District shall notify the Board of Administration of PERS of the fact that the retirement was due to a lack of work or a lack of funds. If the employee is subsequently subject to reemployment and accepts, in writing, the offer of reemployment, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed his/her request for reemployment from retirement.

7. Upon lay off, vacation and compensatory time earned and unused at the time of lay off shall be computed and paid off with the final warrant due the employee.

G. Effects of Layoff: In the event of a proposed layoff or layoff, the parties agree to the following:

1. The District shall not transfer work out of the bargaining unit to certificated, confidential, management or supervisory employees, or to volunteers, prisoners, short term, or substitute employees, or to other bargaining unit employees in different classifications.
2. The District shall not subcontract out the bargaining unit work performed by laid off employees or employees who have suffered a reduction in hours/work year. The District shall not expand the contracting out of any work currently performed or contract out for any other services which could be performed by bargaining unit employees or which could result in the layoff of bargaining unit employees.
3. The District shall release all probationary, temporary, short term, and substitute employees in classifications subject to lay off before it lays off bargaining unit employees or reduces the hours of bargaining unit positions. Information on cost savings from the release of such employees shall be immediately provided to CSEA.
4. Laid off employees may volunteer to take a lateral transfer into an equal classification or a demotion into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications, in accordance with Article X, Section F. Laid off employees who take such lateral transfer or voluntary demotion into a different classification shall remain on the reemployment list for the classification from which they were laterally transferred or demoted to preserve their return rights.
5. Laid off employees and employees affected by reductions in hours/work year shall be offered the opportunity to fill any temporary, short term, and substitute positions that become vacant as a result of the implementation of Section G (2) of this article or which may subsequently become vacant. Employee must meet the same qualifications and tests of fitness for such positions as do temporary, substitute, or short-term employees.
6. The District shall not increase the current and existing workload of remaining bargaining unit employees as a result of the layoff and/or reduction in hours/work year of bargaining unit employees.
7. The District shall review the use of volunteers district-wide when contemplating layoffs or reductions in hours/work year and shall ensure compliance with Article XVII (Volunteers) in the event of an actual layoff or reduction in hours/work year.

8. Benefited employees who are laid off or who are reduced in hours/work year shall be offered the opportunity to purchase health and welfare benefits subject to carrier rules and/or COBRA in the event of a layoff or reduction in hours/work year if the reduction in hours/work year would make him/her ineligible for health and welfare benefits.
9. Employees designated for layoff and/or reductions in hours/work year shall be allowed district-paid release time during the period extending from the date of layoff notice or notice of reduction in hours/work year to the effective date of the layoff or proposed effective date of the reduction in hours/work year. The amount of release time shall total no more than double the number of hours the employee is normally assigned to work per day. The release time may be utilized for one or both of the following purposes:
 - A. For the employee to actively seek alternative employment.
 - B. For the employee to shadow employees in order to meet the minimum qualifications and learn how to perform duties in other classifications. Additionally, if an employee wants to qualify for a position in a classification that requires pre-employment/selection testing, the District shall provide the testing at no cost or pay the cost of any testing required.
10. The District shall refer employees subject to layoff or reductions in hours/work year to outside agencies who can provide assistance in resume writing, testing and interviewing skills and techniques.
11. The District shall provide a letter to employees subject to layoff that states that the employee was laid off due to a lack of work or lack of funds and not for any performance or other work related reason. copy of this letter is attached as Appendix F.
12. In the event of the layoff of bus drivers, the District agrees that it will provide training opportunities in order that laid off drivers may maintain a valid Bus Driver's certificate during the period of layoff, including training for re-qualification at the time of reinstatement (if necessary). The District will make appropriate vehicles available for the on-the-road portion of the license examination process. In addition, the District agrees to offer laid off Bus Drivers extra trips if the remaining Bus Drivers are unavailable or decline an extra trip assignment.
13. Laid off employees and employees affected by a reduction in hours/work year shall retain all rights and benefits guaranteed to them by the California Education Code, the CSEA/District collective bargaining agreement, and District policies and procedures.

14. Employees affected by layoff or reductions in hours/work year shall receive a copy of the layoff article along with their notice of layoff or notice of reduction in hours/work year.
15. Nothing in this Article shall preclude either party from requesting and commencing negotiations on any other effects of layoff or on the decision and any other effects of a reduction in hours/work year.

ARTICLE XVII

COMPLETE AGREEMENT

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Employer and Employee Organization, or the Employer and any of the covered restrictions imposed on the Employer and Employee Organization, each with respect to the other. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the parties, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as otherwise provided in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either parties at the time they negotiated or executed this Agreement.

- B. Paragraph A above shall not, however, be interpreted or deemed to preclude the parties hereto from meeting-and-negotiating when the parties mutually agree to such meeting-and-negotiating.

ARTICLE XVIII

SAVINGS

If any provisions of this Agreement are held to be contrary to law by any court of competent jurisdiction, or the State Legislature, such provisions will not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIX

ORGANIZATIONAL SECURITY

1.1 Dues

Any employee who is a member of the Biggs Chapter #268 of the California School Employees Association (hereinafter "CSEA" or "the Association") or who has applied for membership, may sign and deliver to the district an assignment authorizing deduction of unified membership dues, initiation fees and general assessment in the Association.

1.2 Maintenance of Membership

The district and CSEA agree that any unit member who is a member of CSEA upon the effective date of this agreement or who becomes a CSEA member or service fee payer during the term of this agreement shall maintain membership or service fee status for the duration of the agreement.

1.3 Agency Fee

In the event that an employee who is not a member of the Association, or who does not make application for membership at the effective date of this agreement or within thirty (30) days from the date of commencement of duties become a member of the Association, the district shall immediately begin automatic payroll deductions of a mandatory agency fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in the same manner as set forth in paragraph 1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

1.4 Religious Objector Option:

1.4.1 Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA's Biggs Chapter #268 as a condition of employment; except that such employee shall pay in lieu of a service fee, sums equal to such service fee to non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501/c(3) of Title 26 of the Internal Revenue Code. Such payment shall commence upon the employee making a valid religious objection and shall be made by monthly payroll deduction.

1.4.2. In lieu of monthly payroll deductions, an employee claiming a religious objection may also make payment directly to a non-religious, non-labor organizations, charitable fund exempt from taxation under Section 501/c(3) of Title 26 of the Internal Revenue Code. Proof of payment pursuant to paragraph 1.4.1 above shall be made on an annual basis to the district as a condition of continued exemption from the provisions of paragraphs 1.1 and 1.2 of this Article. Such proof shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall

be presented on or before October 15th of each school year. The Association shall have the right of inspection in order to review said proof of payment.

1.4.3 An employee claiming a religious objection to joining or financially supporting CSEA must make the claim directly to CSEA. CSEA shall have the sole and exclusive right to determine whether or not such religious objection is valid under the law. The District shall not divert service fees to a non-religious, non-labor organization's charitable fund until it receives notice from CSEA that the religious objection has been determined to be valid. Decisions regarding the validity of religious objection claims are not subject to the grievance procedure.

1.5 District Responsibilities

With respect to all sums deducted by the district pursuant to authorization of the employee, whether for membership dues or equivalent fees, the district agrees promptly to remit such monies to the Association together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.

1.6 Association Responsibilities

The Association agrees to furnish any information needed by the district to fulfill the provisions of this Article.

1.7 Indemnification and Hold Harmless

1.7.1 CSEA's Chapter #268 agrees to pay to the district all reasonable legal fees and legal costs incurred by the district in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality of constitutionality of the agency fee provisions of this agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.

1.7.2 CSEA's Chapter #268 agrees to indemnify and hold the district harmless from any award or judgment which may result from a court action or administrative action referenced in 1.7.1 above.

1.7.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 1.7.1 or 1.7.2 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XX

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over the District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of such specific provisions, District practices and procedures remain the exclusive jurisdiction of the Employer but shall in no way abrogate Employer's obligation to consult with the employee organization on matters subject to bargaining.

ARTICLE XXI

TERM

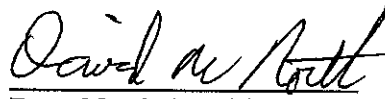
TERM

A. This Agreement shall remain in full force and effect from July 1, 2011 up to and including June 30, 2014.

B. Re-openers

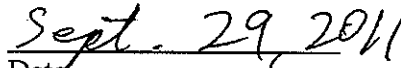
1. For 2011-12 the parties agree to re-open negotiations on compensation, health and welfare benefits, and up to three (3) other articles apiece.
2. For 2012-13 the parties agree to re-open negotiations on compensation, health and welfare benefits and up to two (2) other articles apiece.
3. For 2013-14 the parties agree to re-open negotiations on compensation, health and welfare benefits and up to two (2) other articles apiece.
4. During any year of this Agreement the parties may mutually agree to reopen negotiations on any other subject not included in Sections 21 (B) (1) – (3).

Doug Kaelin, Superintendent
Biggs Unified School District



Dave North, President
CSEA Chapter #268

Date



Date

ARTICLE XXII

BARGAINING UNIT WORK

The District shall not use volunteers to perform work that is routinely and customarily done by classified employees unless otherwise agreed to by both parties. The District shall not contract out work that is routinely and customarily done by classified employees unless otherwise agreed to by both parties.

**BIGGS UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2011/2012**

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11	Step 14	Step 17	Step 20	Step 23	Step 26	Step 30
1	8.92	9.37	9.84	10.33	10.85	11.39	11.96	12.56	13.18	13.84	14.53	15.26	16.02
2	9.37	9.84	10.33	10.85	11.39	11.96	12.56	13.18	13.84	14.53	15.26	16.02	16.83
3	9.84	10.33	10.85	11.39	11.96	12.56	13.18	13.84	14.53	15.26	16.02	16.83	17.67
4	10.33	10.85	11.39	11.96	12.56	13.18	13.84	14.53	15.26	16.02	16.83	17.67	18.55
5	10.85	11.39	11.96	12.56	13.18	13.84	14.53	15.26	16.02	16.83	17.67	18.55	19.48
6	11.39	11.96	12.56	13.18	13.84	14.53	15.26	16.02	16.83	17.67	18.55	19.48	20.45
7	11.96	12.56	13.18	13.84	14.53	15.26	16.02	16.83	17.67	18.55	19.48	20.45	21.47
8	12.56	13.18	13.84	14.53	15.26	16.02	16.83	17.67	18.55	19.48	20.45	21.47	22.55
9	13.18	13.84	14.53	15.26	16.02	16.83	17.67	18.55	19.48	20.45	21.47	22.55	23.68
10	13.84	14.53	15.26	16.02	16.83	17.67	18.55	19.48	20.45	21.47	22.55	23.68	24.86

RANGE CLASSIFICATION

1	Clerical Helper
2	Instructional Aide Assistant Cook Campus Supervisor
3	Office Clerk Library Clerk Student Services Clerk Bilingual Aide Sub Caller Health Aide
4	Attendance Clerk H.S./M.S. Office Clerk *** Career-Student Service Clerk-ASB Clerk Cook

RANGE CLASSIFICATION

5	Light Maintenance-Custodian-Groundsman Cook-Light Maintenance-Custodian-Groundskeeper
6	N/A
7	Bus Driver-Light Maintenance-Custodian Bus Driver-Light Maintenance-Custodian-Cook Outreach Worker-In-house Suspension Supervisor-Attendance Clerk School Secretary
8	Bus Driver Head Groundsman Bus Driver-Grounds
9	Maintenance Worker Maintenance Worker-Bus Driver Bus Driver-Trainer *** BusDriver/Dispatcher 10 Mechanic-Bus Driver**

** Mechanic will receive 10% pay differential for Dispatcher and Trainer responsibilities

* Lead Cook will be compensated per stipend schedule (See Appendix G)

Effective : July 1, 2009

*** Revised 8/19/11

Board Approved: May 6, 2009

APPENDIX B

APPROVED LIST OF PROFESSIONAL GROWTH COURSES

SEE ARTICLE V - PROFESSIONAL GROWTH PROGRAM - AN APPLICATION TO PARTICIPATE AND APPROVAL IS REQUIRED.

A. General Courses For All Employees

- Advanced First Aid
- American Government
- Basic English or Composition
- Basic Mathematics
- Business Mathematics
- Communications
- C.P.R.
- Disaster and Emergency Preparedness
- Ecology
- Elements of Supervision
- Energy Conservation
- Fire Prevention
- First Aid
- Health Science
- History, Culture & Current Problems of Minorities
- Human Relations
- Improvement of Spelling & Vocabulary
- Improvement of Writing
- Juvenile Justice
- Personal & Social Adjustments
- Principles of Leadership
- Psychology
- Public Relations
- Public Speaking/Speech
- Reading
- Safety
- School Law
- Self-Defense
- Sociology
- Spanish/Foreign Language
- Time Management

B. Secretarial/Clerical/Accounting/Purchasing

- Advanced Accounting
- Auditing

Bookkeeping
Business English
Business Machines
Data Processing
Dictation & Transcription
Filing
Graphic Art & Reproduction
Introduction to Business
Introduction to Computers
Keypunch
Office Management
Office Practices & Skills
Office Procedures
PBX Operations
Principles of Accounting
Principles of Economics
Radio Communications
Secretarial Training
Shorthand & Shorthand Review
Typing

C. Library Clerk

Audio Visual Clerical Techniques
Basic Library Principles
Care & Repair of Library Materials
Children's Literature
Library Circulation Procedures
Library Clerical Techniques
Reference Service & Materials
Survey of Written & Printed Materials

D. Custodial

Blueprint Reading
Building Maintenance
Custodial Engineering
Custodial Materials
Equipment Operation
Fire Protection Equipment
Fundamentals of Electricity
Mechanics
Pest Control

E. Grounds Maintenance

- Agriculture
- Agronomy
- Blueprint Reading
- Equipment Operation & Maintenance
- Horticulture & Landscaping
- Irrigation & Sprinklers
- Landscape Gardening
- Landscape Management
- Organic Gardening
- Pest Control
- Plant Identification
- Plumbing
- Soils
- Turf grass Maintenance

F. Maintenance & Operations

- Air Conditioning
- Automatic Controls
- Auto Mechanics
- Basic Reinforced Concrete
- Building Maintenance
- Circuits & Systems
- Communications System
- Driver Improvement
- Engine Fundamentals
- Engine Tune-up & Trouble Diagnosis
- Equipment Operations
- Equipment Repair
- Fundamentals of Electricity
- Heating
- Industrial Arts - Drawing and Design
- Locksmith
- Lubrication of Equipment
- Machine Shop
- Math for Trades
- Plumbing & Pipe Fitting
- Refrigeration
- Small Engine Repair
- Statistics and Strengths of Materials
- Technical Coatings
- Technical Drawing
- TV Principles
- Upholstery
- Welding
- Wiring Methods

G. Mechanics

Air Cooled & Small Engine Theory
Automotive Electricity Lab
Automotive Mechanics
Diesel Engine
Engine Fundamentals
Engine Tune-up & Trouble Diagnosis
Hydraulic & Automatic Units Lab

H. Transportation

Assertive Discipline
Auto Body Shop
Auto Shop Mechanics and Tune-up
Automotive Essentials
Automotive Mechanics
Automotive Refinishing
Automotive Sheet Metal
Chassis & Frame
Defensive Driving
Driver Improvement
Engine Rebuilding
Engine Tune-up & Diagnosis
Fire Protection Equipment
Introduction to Machine Shop
Mechanics
Principles of Traffic & Transportation
Radio Communications
Traffic Control

I. Food Services

Beginning Food Preparation
Cafeteria Food Services
Catering
Cost Accounting & Record Keeping
Food & Nutrition
Food Equipment
Food Preparation
Food Purchasing
Food Service Management/Supervision
Fundamentals of Baking
Meat, Fish and Poultry
Menu Planning

Orientation to School Food Services
Quality Food
Quantity Food Preparation
Sanitation & Safety

J. Instructional Aide

Adolescent Behavior
Art
Assertive Discipline
Audio Visual Equipment & Materials
Basic Law Enforcement
Child Development
Child Psychology
Classroom Procedures for Instructional Aide
Creative Activities
Creative Experiences for Children
Criminal Justice
Elementary School Games & Rhymes
Geography
Helping Children Succeed in School
History
Individualized Instruction & Tutoring Skills
Instructional Aide/Child Development Work Experience
Instructional Materials & Equipment
Introduction to Aide Instruction
Introduction to Education
Introduction to Modern Mathematics
Introduction to School Processes
Juvenile Procedures
Language & Listening Experiences
Music
Office Machines
Physical Education
Physical Fitness
Theater Arts
Typing

APPENDIX "C"

REQUEST TO DONATE SICK LEAVE

I (Donor) _____, a classified employee of Biggs Unified School District, request _____ hours of my sick leave be credited to the sick leave account of _____, per the Agreement between CSEA and the District.

I have _____ hours of accumulated sick leave in my account and I realize it will be reduced by the number of hours I've specified above.

Signature (Donor)

Date

Account credited _____

- Qualifying to be a Sick Leave Recipient - Recipient must have used all of his/her own sick leave, vacation, and compensation time before being eligible to receive donated Sick Leave.
- Qualifying to be a Sick Leave Donor - In order to donate Sick Leave, one must retain a minimum of five work days in his/her own account.

Cc: business file

APPENDIX "D"
BIGGS UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM
(Supplementary materials may be attached.)

Grievance No. _____

NAME OF EMPLOYEE:

POSITION: _____ DEPARTMENT: _____

CONTRACT PROVISION(S) ALLEGED TO BE VIOLATED:

STATE IN DETAIL THE FACTS OF THE ALLEGED VIOLATION INCLUDING THE TIMES AND PLACES AND DESCRIPTION OF THE PARTICULAR INCIDENTS AND NAMES OF THE PERSONS INVOLVED: (Use separate sheet, if necessary)

REQUEST FOR SETTLEMENT OR CORRECTIVE ACTION DESIRED:

HAS THIS GRIEVANCE BEEN DISCUSSED WITH YOUR IMMEDIATE SUPERVISOR ON THE INFORMAL LEVEL?

NAME OF YOUR IMMEDIATE SUPERVISOR: _____

TITLE: _____

Employee's Signature: _____ Date: _____

Employee Representative's Signature (Optional): _____ Date: _____

Distribution:

BIGGS UNIFIED SCHOOL DISTRICT

GRIEVANCE ANSWER FORM
(Supplementary Material May Be Attached)

REGARDING: Grievance No. _____

LEVEL NUMBER: 1 ___ 2 ___ 3 ___

NAME OF EMPLOYEE: _____

POSITION: _____ DEPARTMENT: _____

1. FACTS AND ISSUES INVOLVED:

2. DECISION:

3. REASONS FOR DECISION: (Use separate sheet, if necessary)

Signature: _____

Position: _____

Department: _____

Date: _____

Distribution: _____

BIGGS UNIFIED SCHOOL DISTRICT
GRIEVANCE APPEAL FORM
Supplementary Material may be Attached

REGARDING: Grievance No. _____

NAME OF EMPLOYEE: _____

POSITION: _____ DEPARTMENT: _____

1. I WISH TO APPEAL THE GRIEVANCE ANSWER SIGNED BY (See answer form):

Name: _____ Title: _____

Date: _____

THIS GRIEVANCE IS THEREFORE APPEALED TO LEVEL NUMBER:

- 1
- 2
- (other)

2. CONTRACT PROVISION(S) ALLEGED TO HAVE BEEN VIOLATED

3. REASON FOR APPEAL:

Employee's Signature: _____ Date: _____

Employee Representative's Signature (optional): _____ Date: _____

Distribution:

APPENDIX "E"
BIGGS UNIFIED SCHOOL DISTRICT

Pending

APPENDIX "F"
BIGGS UNIFIED SCHOOL DISTRICT
{See Article XVII Lay Offs}

<< DISTRICT LETTERHEAD >>

To whom it may concern:

This letter is written on behalf of << name of laid off/reduced employee >>. <<Name >> has been <<laid off or had his/her hours/work year reduced >> effective <<date >>. This layoff occurred strictly as a result of a lack of work or a lack of funds and was not the result of any performance issue on the job. <<Name >> has provided <<# >> years of service to the District.

Sincerely,

Doug Kaelin,
Superintendent,
Biggs Unified School District

C: Personnel File; CSEA Chapter President

APPENDIX "G"
BIGGS UNIFIED SCHOOL DISTRICT

TENTATIVE AGREEMENT
BETWEEN
BIGGS UNIFIED SCHOOL DISTRICT
AND
BIGGS CHAPTER #268 OF THE CSEA

This is a tentative collective bargaining agreement between the Biggs Unified School District and California School Employees Association, Chapter 268 regarding payment for the lead cook position. Subject to ratification by both parties and effective the beginning of the 2009-2010 school year, the parties have agreed the lead cook position shall be paid as a stipend as follows:

Employed as lead cook for less than 4 hours = \$650.00
Employed as lead cook for 4 or more hours, but less than 5 hours = \$800.00
Employed as lead cook for 5 or more hours, but less than 6 hours = \$950.00
Employed as lead cook for 6 or more hours, but less than 7 hours = \$1100.00
Employed as lead cook for 7 or more hours, but less than 8 hours = \$1200.00

The stipend will be divided into equal payments and paid over the months the employee is in paid status. This document will be included as an appendix G to the contract. A reference to the appendix will be made on the actual salary schedule.

Dated: March 19, 2009

By Bill Cornelius, Superintendent

Dated: March 19, 2009

By Patricia Woodward, Chapter President

Board adopted: 5/6/09