

AGREEMENT

BY AND BETWEEN

THE

**TULARE JOINT UNION HIGH
SCHOOL DISTRICT**

AND THE

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS CHAPTER
#218**

JULY 1, 2016 - JUNE 30, 2019

ARTICLE I: AGREEMENT	3
ARTICLE II: RECOGNITION	4
ARTICLE III: DEFINITIONS	5
ARTICLE IV: PAYROLL DEDUCTIONS	6
ARTICLE V: EVALUATION PROCEDURES	9
ARTICLE VI: ASSOCIATION RIGHTS	12
ARTICLE VII: DISTRICT RIGHTS	15
ARTICLE VIII: HOLIDAYS	17
ARTICLE IX: HOURS	19
ARTICLE X: SALARY	23
ARTICLE XII: MEDICAL EXAMINATIONS	30
ARTICLE XIII: VACATION	31
ARTICLE XIV: LEAVES	33
ARTICLE XV: TRANSFERS/PROMOTIONS	44
ARTICLE XVI: GRIEVANCES	48
ARTICLE XVII: SAFETY	56
ARTICLE XVIII: CONCERTED ACTIVITIES	57
ARTICLE XIX: NEGOTIATIONS	58
ARTICLE XX: NO DISCRIMINATION	59
ARTICLE XXI: UNION STEWARDS	60
ARTICLE XXII: LAYOFF, REEMPLOYMENT, AND REDUCTION OF HOURS	61
ARTICLE XXIII: DISCIPLINARY ACTION	64
ARTICLE XXIV: MISCELLANEOUS PROVISIONS	66
ARTICLE XXV: EFFECT OF AGREEMENT- DURATION	67
APPENDIX A: SALARY SCHEDULES 2016-2017	69

ARTICLE I: AGREEMENT

This is an Agreement made and entered into between the Tulare Joint Union High School District (hereinafter referred to as "the District") and the California School Employees Association and its Chapter No. 218 (hereinafter referred to as "the Association").

ARTICLE II: RECOGNITION

The District hereby acknowledges that the Association is the exclusive bargaining representative for all classified employees holding those classifications described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The determination of new classifications, including management, confidential, and/or supervisory positions shall be made by the District in consultation with CSEA. Disputed cases shall be submitted to the Public Employee Relations Board (hereinafter referred to as "PERB") for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and Association subject to the rules of the PERB.

ARTICLE III: DEFINITIONS

1. "Unit member" refers to any employee who is included in the appropriate unit as determined in Article II and listed in Appendix A and therefore covered by the terms and provisions of this Agreement.
2. Members of the immediate family shall mean the mother, stepmother, father, stepfather, grandmother, grandfather, grandchild, aunt, uncle, niece, or nephew of the employee or of the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, any relative living in the immediate household of the employee, or domestic partner with the following requirements. "A domestic partner may be considered a member of the employee's immediate family if the employee and his/her domestic partner register the domestic partnership with the Secretary of State and provide a Declaration of Domestic Partnership to Human Resources."
3. "Superintendent" means the chief executive officer of the District or his/her designee.
4. "Board" is the governing board of the District which is the public school employer of the employees covered by this Agreement.
5. "Retired Employees" are persons retiring according to the provisions of the Public Employees' Retirement System.
6. The California School Employees Associations (CSEA) is the classified employees' exclusive representative.

ARTICLE IV: PAYROLL DEDUCTIONS

1. CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.
 - A. The District shall deduct in accordance with the CSEA dues and service fees schedule, dues or service fees from the wages of all unit members who have submitted dues authorization forms to the District.
 - B. The District shall deduct the initiation fee and dues in accordance with the dues schedule, from the wages of all unit members who after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.
 - C. Pursuant to current statute, all bargaining unit members as a condition of continued employment shall either become members of CSEA or is newly hired, within thirty (30) days of initial employment or pay CSEA a service fee in an amount not to exceed the periodic dues of CSEA, for the duration of this Agreement.
 - D. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
 - E. In the event an employee revokes a dues authorization, or fails to arrange with CSEA for the direct payment of service fees, pursuant to Education Code 45168(b), the District shall deduct service fees until CSEA notifies the District that arrangements have been made for the payment of such fees.

Religious Objections:

Any worker who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of

employment. However, such worker shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501c(3) of Title 26 of the Internal Revenue Code:

- (1) American Cancer Society
- (2) United Way of Tulare County

Any worker claiming this religious exemption must file a written request for exemption with CSEA within thirty (30) days of the date of this Agreement or their initial employment with the District. If the request is granted, the worker shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize deduction of such payments.

- F. The District shall pay to CSEA within 14 days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of workers whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.
- G. The District shall furnish CSEA with an alphabetical list of all workers in the bargaining unit indicating the amount deducted and whether such deductions are for dues, service fees, or charitable contributions.
- H. Hold Harmless Provisions:

CSEA agrees to reimburse the District for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the

organizational security provisions of this Agreement or the implementation thereof. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE V: EVALUATION PROCEDURES

1. Time of Evaluation

All unit members shall be formally evaluated at regular intervals:

- A. "Probationary Employee" is a regular employee who becomes permanent upon completion of a one (1) year/12 month probationary period.
- B. Probationary employees shall be evaluated at approximately the end of the sixth (6th) month of employment.
- C. "Permanent Employee" is a regular employee who has completed the one (1) year/12 month probationary period.
- D. Under normal circumstances, permanent employees shall be evaluated at least every other year. If an employee receives a negative evaluation, the District may perform additional evaluations.

2. Persons Responsible for Evaluation

Evaluations shall be made by the employee's designated supervisor based primarily on direct observations. Bargaining unit employees shall not evaluate each other.

3. Procedure for Completion of Evaluation Forms

- A. Evaluations shall be made on regular District forms. The original shall be sent to the District Office for placement in the personnel file, and one (1) copy shall be given to the employee.
- B. The completed evaluation form shall be shown to the employee being evaluated during a conference and discussed. Both parties will sign the evaluation form; signing the evaluation form does not indicate that the employee agrees or disagrees, but merely that he/she has received a copy.

C. The designated supervisor shall confer with an employee concerning areas of work that need improvement.

(1) The supervisor shall itemize the problem areas, offer recommendations for improvement and endeavor to assist the employee to upgrade his/her performance; and

(2) Provide a specific timeline within which improvement must be demonstrated.

D. Comments for attachments to the evaluation may also be submitted by employee at any time within ten (10) working days following the evaluation conference and shall be attached to the evaluation.

4. **Personnel File**

A. The official personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind, unless mandated by law, shall be taken against an employee based upon materials which are not in the personnel file.

B. Employees shall be provided with copies of any derogatory written material prior to it being placed in the employee's personnel file. The employee shall be given reasonable release time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

C. An employee shall have the right to examine material in the employee's official personnel file. All written materials filed except for those obtained prior to employment or which were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination, shall be available for inspection by the employee involved. All personnel files will be considered confidential

and will be available only to those having a legal or professional right to inspect them. The District reserves the right to have a representative present when any file is examined.

D. Employee shall have the right to petition the Superintendent for removal and destruction of negative or derogatory materials from his/her personnel file. If at any time such material can be demonstrated to be erroneous or untrue, it shall immediately be removed and destroyed.

ARTICLE VI: ASSOCIATION RIGHTS

1. The Association shall have the right of access to District employees at reasonable times. The term "reasonable times" as used herein means employee meal and snack break periods, and any time before or after an employee's working day when such an employee is present upon District property, but is not expected to be performing services on behalf of the District.
2. Representatives of the Association shall have the right to utilize District facilities, duplicating and audio visual equipment, for the conduct of meetings with District employees. Any direct costs shall be borne by the Association. Requests to utilize such facilities shall be made upon forms to be prescribed by the District, and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities, or equipment utilized, shall in no way conflict with the purposes of the District.
3. Employee organizations shall have the right to utilize designated bulletin boards normally used by the District for communication with its employees. One copy of all materials to be posted shall be provided to District management at the facility in which such posting is to take place prior to posting. The employee organization and its representatives shall be responsible for the maintenance of any materials posted on District bulletin boards, and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted on such bulletin boards.
4. Existing mailbox facilities and mail systems may be utilized by employee organizations for communications with members or with other employees

of the District. Copies of all materials to be deposited in District mailboxes shall be provided to the school site principal.

5. The Association shall have the right to receive one (1) copy of any non-confidential public budget and agenda submitted at meetings of the Board of Trustees.
6. The Association has the right to review the employees' personnel file and any other non-confidential records dealing with the employee when accompanied by the employee or upon presentation of a written authorization signed by the employee.
7. The District shall annually provide the Association, upon written request, a seniority roster of all bargaining unit employees. The District shall also provide the Association with a roster of all bargaining unit employees by classification and step placement, if requested in writing.
8. The District shall provide paid release time for two (2) Association representatives to attend the annual state conference, not to exceed five (5) days per delegate.
9. The Association shall be granted reasonable release time for employees who are Association state officers to conduct necessary Association business.
10. The Association will be provided access to up-to-date job descriptions for each position in the unit.
11. The District will provide the Association president with job announcements and any proposed change in job descriptions (both old and proposed) within 72 hours of their proposed modification.
12. California School Employees Association shall have the right to file grievances on behalf of the association and the right to negotiate all mandatory subjects of bargaining.

13. The District will distribute information supplied by CSEA to all newly hired employees of the bargaining unit as part of the new-hire orientation through the Human Resources Department.

ARTICLE VII: DISTRICT RIGHTS

1. District retains, solely and exclusively, all the rights, powers, and authority exercised or had by it prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following:
 - A. to manage and direct its operations and its personnel;
 - B. to manage, control, and determine the mission, goals, objectives, and educational philosophy of its component facilities, programs, and operations;
 - C. to create, change, combine or discontinue jobs, job classifications, departments, and facilities in whole or in part;
 - D. to insure the rights and educational opportunities of its students;
 - E. to subcontract or discontinue work for economic or operational reasons as provided by law district acknowledges CSEA does not waive any of its rights to negotiate the decisions and effects of contracting out bargaining unit work;
 - F. to direct the work force; to increase or decrease the work force and determine the number and kinds of employees needed;
 - G. to hire, assign, evaluate, transfer, promote, suspend, terminate, and otherwise maintain the discipline and efficiency of its employees;
 - H. to determine its curriculum;
 - I. to establish work standards, schedules of operation, and work load;
 - J. to specify or assign work requirements and overtime;
 - K. to schedule working hours and shifts;

- L. to adopt rules of conduct and scope of work to be performed and the services to be provided;
 - M. to determine the type and scope of work to be performed and the services to be provided;
 - N. to determine, develop, and implement its budget and the procedures to that end;
 - O. to determine the methods, processes, means, personnel, and places for providing services.
2. Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights and powers vested in the District to adopt, amend, or rescind policies, rules and regulations as the Board of Trustees, in its discretion, shall deem necessary, or any other powers vested in the District by the California Education Code, or by other laws regulating, authorizing, or empowering the District to act or refrain from acting.

ARTICLE VIII: HOLIDAYS

1. The District agrees to provide unit members with the following paid holidays providing they are in paid status:
 - Independence Day - July 4
 - Labor Day - 1st Monday in September
 - Veteran's Day - November 11
 - Thanksgiving Day - Thursday proclaimed by President
 - Day after Thanksgiving (in lieu of Admission Day)
 - Christmas Eve –December 24
 - Christmas Day - December 25
 - New Year's Eve – December 31
 - New Year's Day - January 1
 - Martin Luther King Day - January 15
 - Lincoln's Day - February 12
 - President's Day - 3rd Monday in February
 - Good Friday
 - Memorial Day - Last Monday in May
2. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following day not a holiday shall be deemed to be that holiday, unless mutually agreed otherwise. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work in addition to regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
3. Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, and requiring the closing of the

school facilities, or any day declared a holiday by the Governing Board shall be additional holidays.

4. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
5. Employees in the bargaining unit who are not normally assigned to duty during the school holidays of winter recess shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
6. The District and the Association agree to a work year of 260 days for all 12 month employees.

ARTICLE IX: HOURS

1. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, eight hours per day and forty hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
 - A. The District may designate three (3) “alternative workweek” positions, consisting of five (5) consecutive days, Tuesday through Saturday. These “alternative workweek” positions shall be limited to Custodial and Grounds classifications as provided for in the job announcement.
 - B. Bargaining unit members hired prior to September 1, 2014, may voluntarily transfer or promote to, but shall not be required to involuntarily work an “alternative workweek” assignment.
 - C. The designation of “alternative workweek” position(s) shall not adversely impact the workload of any bargaining unit position.
2. The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours.
3. For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
4. All employees whose workday schedule is six (6) hours or more shall have a duty-free lunch period not to exceed one and one-half (1 1/2) hours or be less than one-half (1/2) hour. This lunch period shall be approximately at the mid-point of each work shift as scheduled by the immediate supervisor unless mutually agreed otherwise.
5. Employees shall receive fifteen (15) minute rest period for working each four hours. Rest periods are a part of the regular workday and shall be

- compensated at the regular rate of pay for the employee. Employee rest periods shall be scheduled by their immediate supervisor. Unused breaks may not be used to earn comp time.
6. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work assigned and authorized by the District. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. All hours worked beyond the work week of five (5) consecutive days for employees working (4) hours or more per day shall be compensated at the overtime rate commencing on the sixth day of work.
 7. Employees may elect compensatory time off at a time which is mutually acceptable to the employee and the District within twelve (12) months of the day on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee for all such time at the appropriate rate of pay. Overtime shall be distributed equitably to qualified employees within each department.
 8. Any employee in the bargaining unit who is authorized and works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

9. Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate.
10. The District shall make available at each work site existing lunchroom, restroom, and lavatory facilities for classified employees use.
11. Increase in Hours -- Unit members will be given preference by seniority when all other factors are equal for any vacancy that would result in an increase in hours.
12. Bus drivers assigned by the District for "late runs" to take students home after athletic practice shall be paid for a minimum of two (2) hours for this assignment.
13. When the District converts to a winter schedule, the 6 ½ hour instructional aides shall report to work at 8:30 a.m. and the 3 ½ hour instructional aides shall be scheduled by the site principals.
14. Whenever a "Foggy Day" bus schedule (delay or cancellation) is called, all "Bus Driver" classification personnel scheduled for duty on that day will report for duty at their normal times at the discretion of their supervisor and shall be available for in-service or work duties within their job classification. All "Groundsmen/Bus Driver" classification personnel scheduled for duty on that day will report to duty at their usual work sites at their regular times and will be available for bus runs as needed.
15. When a bus driver is assigned to an out-of-district trip he/she shall be reimbursed for meals purchased on the basis of:
 - 1 meal for trips of at least 5 hours
 - 2 meals for trips of at least 10 hours
 - 3 meals for trips of at least 13 hours

Reimbursement will be made at the current rate per Board Policy 4133.
Receipts will be required to accompany district reimbursement form.

16. Should one of the normal farm shuttle or late run drivers be absent from work, his/her duties shall be assumed by another bus driver with the job description "Bus Driver".

17. The District will provide opportunities for all driving staff to complete annual in-service requirements during the regularly scheduled work hours. It is the employee's responsibility to take advantage of district provided training to meet his/her annual in-service requirements. Employees who fail to meet these requirements must meet them at their own expense. With at least one week's prior notification and prior approval of their immediate supervisor employees required to have a bus drivers license, shall be allowed to adjust their daily work schedule on days the District in-service training takes place.

ARTICLE X: SALARY

1. Effective July 1, 2016, the classified bargaining unit salary shall be increased by 6.70%. Effective July 1, 2017, the classified bargaining unit salary shall be increased by 5.00%.
2. All employees shall be paid in accordance with the Tulare County Office of Education uniform salary payment schedule.
3. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
4. Any payroll discrepancies resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued normally not later than five (5) working days after the employee provides notice to the payroll department.
5. Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as possible following the employee's demand of the payroll department for replacement of the check.
6. An employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of more than five (5) working days in a fifteen (15) day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
7. Longevity increments will be added to each employee's salary each month as follows:

Implementation Year	Beginning with			Maximum Per Month
	11 th Year	16 th Year	21 st year	
2016-2017	\$70.00	\$75.00	\$80.00	\$225.00

8. Tool Allowance – Requires prior approval from District Office
 - Bus Mechanic \$325 per year
 - Auto Mechanic \$325 per year
 - Vehicle Service/Mechanic \$325 per year
9. For all regular work hours and overtime performed employees identified as Groundskeeper/Bus Driver and Custodian / Bus Driver shall be paid at the "blended hourly rate".
10. Effective September 1, 2016, for employees hired before January 1, 2013, the District agrees to contribute the amount of four and one-half (4.5%) percent of the employee's normal contribution to the Public Employees' Retirement System. Effective July 1, 2017, for employees hired before January 1, 2013, the District agrees to contribute the total amount of two (2.0%) percent of the employees normal contribution to the Public Employees' Retirement System. Employees hired on or after January 1, 2013, will be responsible for paying the employees normal contributions to the Public Employees' Retirement System.
11. The bus and auto mechanic, bus driver, carpenter, electrician, custodians, groundsmen, maintenance, food services, and HVAC employees shall be provided five (5) uniforms upon initial employment and two (2) uniforms each year thereafter. The district will not provide a weekly cleaning service. If the district requires the wearing of any uniform, the district shall supply that uniform.

12.If any employee not working a twelve month work year desires to be paid on a twelve month basis, he/she shall make a request on a district form by May 1st of prior work year. Once a request has been approved, no modification shall be made for the fiscal year.

ARTICLE XI: EMPLOYEE BENEFITS

1. District shall provide for eligible employee's and dependent's medical, dental, vision, and life coverage, SISC Plan #40750B (90-A \$20 Rx 7-25) (Life Coverage for employees only). For the 2016-2017 benefit year (October - September), the Districts maximum annual contribution (DMAC) shall be premium cost of \$16,812.60 will become the health benefit cap.
2. If CSEA chooses a plan option in excess of the cost for the SISC Plan #40750B, any excess shall be paid by the employee through monthly payroll deduction.
3. All employees who work 3 hours or more per day, shall have employer paid dental and vision for employee and dependents; and life insurance coverage for employee only.
4. Eligibility
 - A. Employees working six hours or more per day shall receive the full District contribution toward employee benefits.
 - B. Employees working four or more hours but less than six hours per day shall qualify for District payment in relationship to the employee's hours as it relates to an eight hour day, i.e., four hour employees will be entitled to one half the District's contribution with the remaining portion being provided by employee contributions. An employee may choose to not receive benefits under this provision.
 - C. Employees on Board approved leave of absence may continue the insurance coverage, provided they pay the entire contributions of premiums in advance of the District established due date.
5. Dependents of any employee who has been in the District for three (3) years or more and who deceases while in the District's employ, shall be

entitled to continue health insurance coverage at the District's expense until October 1 of the year in which the employee deceased.

6. Retiree Health Insurance coverage for Employees and dependents shall be paid by the district for a total of 5 years of coverage for those full-time employees retiring at age 55 or older who have been employed by the District for at least fifteen (15) years. Once the covered employee qualifies for Medicare Benefits the District shall only be obligated to provide supplemental benefits in addition to other benefits provided. Retirees shall have the option of purchasing, at the individual retiree's expense, dental and vision insurance coverage.
7. Retired employees, age 55 or older, with less than fifteen (15) years of service to the District, and their dependents at the time of retirement, may elect to continue coverage under the District's health insurance coverage at the current individual employee cost per person insured.
8. The district will inform employees who are leaving their positions of their rights under Federal Law known as C.O.B.R.A.
9. Bargaining unit employees hired on or after July 1, 2014, and assigned six hours or more per day shall not be eligible for District-provided Retiree Health Insurance coverage as set forth under paragraph 6 of this Article. Full-time bargaining unit members hired on or after July 1, 2014, shall participate in the district provided 401(A) supplemental retirement plan (Plan) as provided herein:
 - A. The District will contribute three thousand dollars (\$3,000.00) annually for eligible bargaining unit employees for years one (1) through twenty (20) of District employment. Annual contributions will be made in January for all employees hired between July 1 and December 31 of

each year. Annual contributions will be made in July for all employees hired between January 1 and June 30 of each year.

- B. The supplemental retirement benefit shall become available to those eligible full time bargaining unit members, retiring at age fifty-five (55) or older, who have been employed by the District for at least fifteen (15) years.
- C. Administration of the 401(A) shall be in accordance with Internal Revenue Service requirements for 401(A) plans.
- D. The Parties agree that the creation of the 401(A) plan set forth herein is subject to approval by the Internal Revenue Service (IRS). If the IRS does not approve the plan, either in part or in full, the Parties agree that they will meet to negotiate modifications to the Plan language per IRS requirements. If the Parties are unable to agree to language changes that conform to IRS requirements, the Retiree Health Insurance Coverage under Article XI Paragraph 7 (CBA 2013-2016) shall become available to eligible bargaining unit members retroactive to their date of hire.
- E. The Parties agree that CSEA will be entitled to equal representation on any committees formed as a result of the creation of the District's CSEA 401(A) plan. For example, a six member committee made up of CSEA and management representatives shall consist of three CSEA members and three management members. A six member committee made up of CSEA, CTA, and management representatives shall be made up of two members from each group. CSEA shall appoint its representatives to this committee.

F. Tax/Retirement Liability.

Neither the District nor the Association make any representation or warranty with respect to the tax or retirement consequences of this Agreement, including but not limited to, whether service or specific forms of compensation are creditable for retirement purposes. The unit members shall be responsible for their own tax and retirement planning.

ARTICLE XII: MEDICAL EXAMINATIONS

1. After initial employment, examinations for tuberculosis shall be required every four (4) years. The selection of the type and place of the examination shall be determined by the District.
2. Medical examinations required by law or the District for continued employment shall be provided by the District at no cost to the employee.
3. The District retains the right to have a physical or fitness for duty medical examination of any employee by District appointed physicians as prescribed by Education Code Section 45122.
4. The cost of such examinations after employment shall be borne entirely by the District.

ARTICLE XIII: VACATION

1. Unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal basis - July 1 to June 30.
2. Unit members are entitled to vacation with pay at the rates to be found in the following schedule:

<u>Years of Service</u>	<u>Vacation Earned</u>
1-5	10 Days
6-10	15 Days
11	16 Days
12	17 Days
13	18 Days
14	19 Days
15	20 Days

3. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status. Vacation time for part-time employees shall be prorated.
4. When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, except that vacation time shall not become a vested right until completion of six (6) months employment.
5. Vacation time must be requested by an employee on a form provided by the District by April 1. The dates of his/her proposed vacation must be approved or denied by the District within ten working days.
6. Vacation time shall be paid during the fiscal year in which it was earned for unit members working less than twelve (12) months.

7. Accrued vacation must be used by the end of the following fiscal year in which it was earned unless mutually agreed to by the employee and the District.
8. An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service.

ARTICLE XIV: LEAVES

This Article contains all leave provisions of this Agreement.

1. Sick Leave

- A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity disability, or quarantine.
- B. An employee, covered by this Agreement, working five (5) days per week for a full calendar year shall be annually entitled to twelve (12) days of paid leave of absence for the purpose of sick leave utilization. An employee covered by this Agreement, working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.
- C. 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 days until the first day of the calendar month after completion of six months of active service with the District.
- D. 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.
- E. The District reserves the right to require an employee to provide a statement by a physician verifying the cause of absence.
- F. Each employee in the bargaining unit shall once a year be credited with a total of one hundred (100) days extended leave for absence from duties on account of illness or accident. Each day of leave provided by

this section shall be compensated at the rate of fifty (50) percent of the employee's regular salary.

(1) Each entitlement to leave provided under this section shall commence on the employee's first day of absence. Once the employee has exhausted all available paid sick leave, including current and accumulated sick leave, the employee shall utilize the remaining portion of this section. Extended sick leave pursuant to this section, when combined with all other paid sick leave, shall not exceed one hundred (100) days.

(2) Leave granted under this section shall not accrue from year to year.

(3) In order to utilize this leave entitlement, an employee shall submit a signed statement from a physician indicating the nature of the illness or accident and the estimated duration of time the employee will be unavailable for duty. The District reserves the right to challenge any medical statement as authorized by law, including having the employee submit to an examination by a doctor of the District's choosing at the District's expense.

G. An employee becoming aware of the need for absence due to surgery, maternity, or other predictable or previously scheduled cause, shall, if requested, submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall, if known, include the beginning date of disability, the cause of disability, and the anticipated date of return to active service.

H. Immediately upon return to active service, the employee shall complete the District's absence form and submit it to the immediate supervisor.

I. An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be

required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification. In considering reinstatement of employment, the District shall accord the employee all rights provided by law.

J. Unused sick leave shall be converted to retirement credit in accordance with CalPERS when filing for retirement under CalPERS.

K. An employee who terminates his/her employment with the District and is re-employed within thirty-nine (39) months will be credited with the sick leave accumulated at the date of termination.

2. **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 anytime upon terms acceptable to the District and the employee. Requests for general leave must be submitted in writing to the district personnel office. The District will respond within thirty (30) days of a written request for leave.

3. **Industrial Accident and Illness Leave**

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties. Any employee sustaining a job related injury or illness shall report it to their immediate supervisor within twenty-four (24) hours and shall complete and sign the required forms (Schools of Tulare County - Supervisor's First Report of Injury/Illness/Accident and Workers Compensation Claim Form - DWC 1).

Requirement for such leave shall be:

A. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the

employee would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial Accident of Illness Leave shall commence on the first day of absence.
- D. When a person employed in a position is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid that portion of the salary due him/her for any month in which the absence occurs and will result in a payment to him/her of not more than his/her full salary.
- E. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- F. When an Industrial Accident of Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- G. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- H. 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.

- I. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from a physician certifying the employee's ability to return to the position classification. In considering reinstatement of employment, the District shall accord the employee all rights provided by law.

4. **Personal Necessity Leave**

Personal Necessity Leave may be utilized for circumstances which are serious in nature and cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

- A. An employee may not use more than ten (10) days per year of accumulated Sick Leave for purposes for approved Personal Necessity Leave. Examples of reasons for which approval shall not be granted are:

- (1) Political activities or demonstrations
- (2) Vacation, recreation, or social activities
- (3) Civic or organization activities
- (4) Employee association activities
- (5) Routine personal activities
- (6) Occupational investigation

- B. Employee shall submit a request for Personal Necessity Leave approval to the immediate supervisor normally not less than five (5) working

days prior to the beginning date of the leave. The prior approval required for Personal Necessity Leave shall not apply to items 1, 2, 3.

The following are acceptable reasons for personal necessity leave:

- (1) Death of a member of the immediate family. (Use of personal necessity leave for this purpose shall occur after the full amount of bereavement leave time has been utilized.)
- (2) Illness involving a member of the employee's immediate family.
- (3) Accident involving person or property or the person or property of the employee's immediate family.
- (4) Appearance in any court or before any administrative tribunal as a litigant or party under subpoena or any order made with jurisdiction.
- (5) Birth of a child or grandchild. (2 day limitation.)
- (6) Attendance at funerals for other than members of the immediate family of the employee, where a close or important relationship has existed between employee and the deceased and where attendance at such services is deemed necessary and unavoidable by the employee.
- (7) Other reasons approved in advance by the Superintendent or Assistant Superintendent for Human Resources as needing immediate attention and which cannot be dealt with during off duty hours.

C. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

D. Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

The employee shall provide, upon District request, additional verification of the use of these leave provisions.

- E. Employees shall be entitled to use two (2) days of personal necessity leave annually during which he/she may be absent from his/her regular assigned duties for personal reasons.

5. **Bereavement Leave**

- A. An employee shall be granted up to three (3) days for bereavement purposes for members of the immediate family. If out-of-state travel, or 250 miles travel, is required, two (2) additional days shall be allowed. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article.
- B. Immediately upon return to active service, employee shall complete the appropriate absence form and submit it to their immediate administrator. Employees shall provide, upon District request, additional verification of the use of these leave provisions.
- C. In case of death of members of the family, not included as “members of the immediate family”, leave not to exceed one (1) day may be granted upon special approval in advance by the Superintendent or Assistant Superintendent to attend to personal business and the funeral without loss of pay.

6. **Jury Leave – Official Appearance Law**

- A. Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her principal or supervisor.
- B. Employees required to report for jury service will be granted a leave of absence for an amount of time equal to the number of hours of jury service on the day or jury service (or next scheduled work shift) not to

exceed their normal daily scheduled hours.

- C. When an employee is required to appear in court as an official witness, which appearance is not brought about through his/her connivance or misconduct, such employee shall be released and paid full wages for the required period. Any witness fees paid shall be deducted from the employee's wages.
 - D. Service on a grand jury shall be exempt from this provision. Employees are expected to call the night before summoned to determine whether they will be called for jury service.
 - E. Day shift employees called for jury service and who are dismissed from service at or before noon and have four (4) hours **or more** remaining on shift, shall report to work to complete their regular shift otherwise they are excused from work that day.
 - F. An evening shift full time employee called for jury service a dismissed from service at or before noon shall report to work for one-half (1/2) of their regular shift.
 - G. Part-time employees reporting and dismissed from jury service during the day shall not be required to report to work that day.
 - H. Employees shall provide verification of jury service as provided by the clerk of the court. Failure to supply verification shall result in disciplinary action.
7. **Family Medical Leave Act/California Family Rights Act Leave**
- A. Any employee eligible to take leave under the federal Family and Medical Leave Act and the California Family Rights Act may take an additional 12 work weeks of paid or unpaid leave for the birth, adoption or foster care placement of his/her child, depending upon the employee's circumstances.

8. Catastrophic Leave

- A. A unit member who is, or whose family member (spouse or child) is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits in accordance with the following guidelines:
- B. Catastrophic injury or illness means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family (spouse or children) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
- C. Upon requesting donations under this program, the unit member shall provide verification of the catastrophic injury or illness. (Education Code 44043.5) Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- D. The Superintendent or designee shall determine:
 - (1) That the unit member is unable to work due to the unit member's (or her/his family member's) catastrophic illness or injury, and
 - (2) That the unit member has exhausted all accrued paid leave credits (Education Code 44043.5).
 - (3) When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued sick leave credits (Education Code 44043.5).

- (4) The Superintendent or designee shall inform unit members of the means by which donations may be made in response to the unit member's request.
- (5) Any unit member, upon written notice to the District, may donate accrued sick leave credits to the requesting unit member in whole day increments only. All transfers of eligible leave credit shall be irrevocable, and there shall be no adjustment for individual salary differences (Education Code 44043.5).
- (6) To ensure that unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than thirty (30) days.
- (7) Benefiting unit members may use donated leave credits for a maximum of 120 contract days.
- (8) A unit member who receives paid leave pursuant to this program shall use any leave credits that she/he continues to accrue on a monthly basis before receiving paid leave pursuant to this program (Education Code 44043.5).
- (9) Donors shall indicate the number of days they wish to donate for each recipient. A maximum of one day can be used from multiple-day donors, until all donors have donated one day, by lottery, for each leave request. Multiple-day donors then participate in additional lotteries to determine who shall donate additional days. Unallocated days are returned to the donor.
- (10) Due to PERS regulations, classified may contribute only to other classified employees.
- (11) The Superintendent or designee shall ensure that all donations are confidential.

9. 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 accruing under the provisions of this Agreement shall continue to accrue under such absence.

ARTICLE XV: TRANSFERS/PROMOTIONS

1. A transfer is defined as a change of job location, but within the same position classification.
2. Criteria for Transfer – The following criteria shall be used by the District in consideration of transfer requests:
 - A. Must have completed at least six (6) months of the probationary period.
 - B. The needs and efficient operation of the District.
 - C. The contribution the staff member can make in the new position.
 - D. The quality of the service rendered to the District by the employee.
 - E. The recommendation of the immediate supervisor to whom the employee is currently responsible, and the immediate supervisor where the vacancy exists.
 - F. The preference of the employee.
3. Employee initiated transfer requests – Any association employee covered by this agreement requesting a transfer from one location to another within the same position classification shall do so upon a district provided form and shall be subject to the following conditions:
 - A. Submission of a voluntary transfer request form to Human Resources. Only properly filed transfer request forms shall be given consideration. (Sample form on District Website under Staff Resources in the Human Resources Department)
 - B. Applications for transfer may be submitted at any time during the District Office’s regular office hours.
 - C. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to

official notification of transfer decision. Once approved, the employee will be transferred.

- D. The Assistant Superintendent, Human Resources, shall notify appropriate immediate supervisor(s) of employee requests for transfer. If requested vacancies develop, consideration shall be given to all employees who submitted properly completed transfer requests for such vacancies during the time the vacancies were opened.
4. Employer Initiated Transfers
- A. Involuntary Transfer – A transfer may be made by the District for any of the following reasons:
 - (1) A change of enrollment or workload necessitating transfer of classified staff.
 - (2) Improved efficiency of the District.
 - (3) Reassignment of member of immediate family. Members of the immediate family who are employed by the District shall not be assigned to the same school or work location where another member of the family would be their supervisor.
 - B. Administrative Transfer – A transfer may be made by the administration for any of, but not limited to, the following reasons:
 - (1) An opportunity to evaluate an employee in a different school or location.
 - (2) Betterment of school or department.
 - (3) Significant personality conflicts.
5. General Provisions
- A. No employee shall be assigned to a work location other than the employee's normal work site for a period in excess of five (5) consecutive working days. The District retains the right to make such

changes during periods when students are not in regular attendance (i.e. winter recess, summer vacation, when the workload is reduced because students are not in attendance or in the case of a board declared emergency).

- B. When a vacancy exists, the vacancy shall be posted to EdJoin with notification to the CSEA President and on the district website for no less than five (5) working days.
 - (1) During school recess, an employee shall, by completing an Employment Interest Card, be notified of the specific job vacancy.
 - C. “Substitute Employee” shall mean any person employed to replace any classified employee who is temporarily absent from duty. However, if the District is engaged in the procedure to hire a regular employee to fill a vacancy in any classified position, the District may fill the vacancy (through the employment of one or more substitutes) for not more than 60 calendar days.
 - D. The District shall provide the employee and the appropriate supervisor, written notification of the disposition of the transfer request.
 - E. The job vacancy notice shall include the following information: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, the number of days per week, the number of months per year, the salary range, and the deadline for submitting an application. In addition, all job vacancy notices shall contain the following statement, “All district employees have the ability to apply for transfer into this vacancy.”
6. Promotion is defined as a change in the assignment of an employee from a position in one classification to a vacant position in a different

classification or the same classification which has a higher number of hours.

- A. For promotional opportunities concerning newly created or vacant positions within the bargaining unit, the District shall select the most qualified applicant.
- B. In the event a bargaining unit applicant and a non-bargaining unit or outside applicant are determined to have equal qualifications, the bargaining unit applicant shall be granted the vacant position.
- C. New classified employees in the District are probationary for one (1) year/12 months from the date of hire. When any employee promotes, they are probationary in the new position for six (6) months. Any succeeding promotion is subject to the same (6 months) probation in the new position.
 - 1. If a permanent employee promotes and does NOT pass probation in the new position, this employee has bumping rights back to the immediate previous classification where there was permanency.
- D. Any employee not selected for promotion may request, from Human Resources, and shall be granted, a conference to discuss the reasons for non-selection.
- E. Employees, selected for promotion, shall be given, in writing, notification of placement on the salary schedule. The notification shall be on the District's Employee Salary Data form.

ARTICLE XVI: GRIEVANCES

1. Definitions

- A. A “grievance” shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- B. A “day” is any day in which the Administration Office of the District is open for District Business.
- C. The “immediate supervisor” is the principal or other management employee of the District having immediate jurisdiction over the employee filing the grievance.
- D. A “grievant” is CSEA or an employee of the bargaining unit.

2. General Provisions

- A. Time Limits – Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decisions as rendered. Time allowances set forth in this grievance procedure may be extended only by mutual written agreement.
- B. Grievance Forms – Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.
- C. Personal Conferences – Within the specified time limit, either party may request a personal conference with the other, and such request shall be granted.

- D. A grievant may be accompanied at any stage of the grievance by a representative of the Association. The employee shall file all grievances in his/her own name and shall be the grievant. This shall not preclude, however, the employee using the Association representative as a spokesperson during the processing of the grievance procedures. The grievant shall be present at all stages of the grievance processing.
- E. Although a specific time period is provided for administrative decisions at each level of the foregoing procedure, it is recognized that multiple grievance filings must be processed in sequential manner. Consequently, at each level of the procedure, grievances shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance per day.
- F. Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved at the final stage of a grievance procedure, another grievance based on that particular incident may not be filed.
- G. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- H. Release time, if necessary, for conferences shall be provided the grievant and one Association representative.

- I. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities and decisions prior to a final resolution of the grievance. In the event the employee protests an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement, or other directive, prior to filing a grievance and shall continue to carry out such order, requirement or other directive, pending the final resolution of the grievance.
- J. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of the grievance.

3. **Informal Level**

Before filing a written grievance, an employee shall first discuss the basis for the alleged grievance with the immediate supervisor with the objective of resolving the matter through such an informal conference.

4. **Formal Level**

A. Level I:

- (1) Within ten (10) days after the occurrence or the omission giving rise to the grievance or when the employee should have had reasonable knowledge of the grievance, the employee must present the grievance on the District approved form to the immediate supervisor.
- (2) The written grievance shall set forth the statement of facts and the resolution sought.
- (3) The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limit,

the employee may appeal to the next level designated for processing grievances. Such appeal must be made within ten (10) days after the expiration of the time limit above.

B. Level II:

- (1) If the employee is not satisfied with the decision on the grievance at Level I, the employee may appeal by filing the appeal with the Superintendent or his/her designee within ten (10) days after the written decision at Level I has been delivered.
- (2) The statement filed at this level shall include a copy of the original grievance, a copy of the decision rendered, and a statement of the reason(s) for the appeal.
- (3) The Superintendent or his/her designee shall communicate his/her decision in writing within ten (10) days after receiving the appeal. Either the employee or the Superintendent or his/her designee may request a personal conference with the other within the time period from the filing of the appeal to the deadline for rendering of a decision. If the Superintendent or his/her designee does not render a written decision within the prescribed time limit, the employee may appeal to Level III. Such appeal must be made within ten (10) days after the expiration of the time limit.

C. Level III - Mediation

In the event that the employee is not satisfied with the decision at Level II, he or she may appeal the decision in writing within five (5) days to the District's Superintendent requesting mediation prior to Level IV. The District or Association shall contact the state mediation Conciliation Services to schedule mutually agreeable dates. If through

the use of the state mediator a decision cannot be reached, the employee may appeal to Level IV.

D. Level IV – Binding Arbitration:

(1) If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.

(2) The arbitrator shall, after first determining the arbitrability of the grievance, conduct a hearing on the merits to consider evidence and arguments pertaining to the grievance(s) and submit a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. The arbitrator's decision shall be limited solely to the interpretation and application of the agreement to the precise issue(s) submitted for arbitration. The arbitrator shall not determine any other issue(s). Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision violated the agreement. The arbitrator shall not substitute his/her judgment for that of the District. The arbitrator shall not add to, subtract from, modify, alter or amend any provisions or procedures contained in this agreement. The arbitrator shall not issue

statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator's determination shall state whether the grievance is approved or denied and, if approved, the proper remedy, and the basis for such remedy. Under no circumstances shall the remedy include monetary penalties for "pain and suffering" or attorney's fees.

- (3) All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

E. Miscellaneous:

- (1) If the basis of a grievance arises at a level above the immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the exclusive representative directly, and the processing of such grievance will be commenced at Level II.
- (2) Written decisions rendered at Levels I, II, and III of the Grievance Procedure will be transmitted promptly to all parties in interest and the exclusive representative. Time limits for appeal provided in each level begin the day following receipt of written decision by the parties in interest.
- (3) When it is necessary for a representative designated by the Association to attend a grievance meeting at Levels I or II during the workday, he/she will, upon notice to his/her immediate supervisor by the President of the Association, be released without

loss of pay in order to permit participation in the foregoing activities. Any classified employee who is requested to appear in such meetings or an arbitration hearing as a witness will be accorded the same right.

- (4) Documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants.
- (5) Forms for filing grievances will be prepared by the employer and given appropriate distribution so as to facilitate operation of the grievance procedure.
- (6) Each of the formal requirements and time limitations stated herein for the processing and determination of grievances shall be strictly adhered to, provided however, that any such time limit may be extended by the express written agreement of both parties. If the grievant fails to appeal the grievance within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated. If the District fails to comply with any of the time limits specified, the grievance shall move automatically to the next higher step if a higher step exists. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year and if left unresolved harms a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior

to the end of the school year or as soon as is practical.

ARTICLE XVII: SAFETY

1. This District shall, within the limitation of its financial capabilities, provide employees in the unit with safe working conditions.
2. All employees in the bargaining unit shall, in performance of their duties, be alert to unsafe practices, equipment, and/or conditions and shall promptly report any such unsafe practice, equipment, and/or conditions to their immediate supervisor. Each employee shall report any accident to his/her immediate supervisor and shall complete such report forms relating to the accident as may be required by the District.
3. The Association may appoint two members to any established District Safety Committee with release time provided for the meetings.

ARTICLE XVIII: CONCERTED ACTIVITIES

1. The Association, its agents, and the employees it represents, agree that there shall be no work stoppage or any interference with the operations of the District for any reason whatever during the term of this Agreement.
2. The Association agrees to actively and affirmatively advise and direct in writing any employee or employees engaging in any form of work stoppage or advocating any form of work stoppage to cease such action immediately. A copy of the directive shall be sent to the Superintendent.
3. During the term of this Agreement, the District agrees not to invoke any lockout procedures.

ARTICLE XIX: NEGOTIATIONS

1. **Notification and Public Notice** – If either party desires to alter or amend this Agreement, it shall, not less than sixty (60) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be initiated.
2. **Commencement of Negotiations** – After satisfaction of the public notice provisions, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
3. **Release Time for Negotiations** – The Association shall have the right to designate seven (7) employees who shall be given reasonable release time to participate in negotiations.
4. **Ratification of Additions or Changes** – Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE XX: NO DISCRIMINATION

1. **No Discrimination on Account of Association Activity**

Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or unlawfully discriminate against employees because of the exercise of rights to engage or not to engage in lawful Association activity.

2. **Affirmative Action**

The District and the Association agree that an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer.

ARTICLE XXI: UNION STEWARDS

1. The Association shall notify the District in writing of the names of Union Stewards that shall be called for representation during any disciplinary proceedings. If a change is made, the District shall be advised in writing of such changes.
2. After notifying his/her supervisor, the Steward shall be permitted to leave his/her normal area during reasonable times in order to assist in representation and or processing of written grievances. The Steward shall advise the supervisor of the grievant of his/her presence. The Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, attempt to achieve settlement in accordance with the grievance procedure. Any proposed settlement will then be forwarded to the Chapter president and CSEA for input and approval.
3. If Steward is unavailable, the meeting will be changed to a mutually agreeable date and time.
4. The Steward shall have the authority to file notice and take action on behalf of bargaining unit employees, relative to rights afforded under this Agreement if, such authority is given the Steward by the Chapter or Chapter President.

ARTICLE XXII: LAYOFF, REEMPLOYMENT, AND REDUCTION OF HOURS

1. If it becomes necessary for the school district to terminate the employment of any employee because of a reduction in the work force, lack of funds, or other involuntary reasons, layoff procedures will be followed and sixty (60) calendar days' notice shall be given the employee. A termination interview with the personnel office may be scheduled during normal work hours.
2. The termination date of an employee will be the last actual working day.
3. **Layoff Procedures**
 - A. "Layoff" means a separation from the service or a reduction in assigned time or days because of lack of funds, abolishment of position for lack of work, or for other involuntary reasons not reflecting discredit on an employee.
 - B. Whenever, because of lack of work or lack of funds, it becomes necessary to layoff permanent or probationary employees, such layoffs shall be conducted in accordance with procedures set forth in Education Code Sections 45298 and 45308. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for thirty-nine (39) months from the date of layoff.
 - C. No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, or short-term employment are retained in positions of the same class.
 - D. A short-term employee may be separated at the completion of an assignment without regard to the procedures set forth in this Article.

- E. Probationary and permanent employees shall be notified in writing at least sixty (60) calendar days prior to the date of layoff and the notice shall contain the reason therefore.
- F. In lieu of being laid off, an employee may elect demotion to any class with the same or lower maximum salary in which he/she had previously served under permanent or probationary status.
- (1) To be considered for demotion in lieu of layoff, an employee must notify the Human Resources Department in writing of such election not later than ten (10) calendar days after receiving notice of layoff.
 - (2) An employee replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.
 - (3) Any employee demoted pursuant to this rule shall receive the maximum of the salary range in the class to which demoted provided that such salary is not greater than the salary he/she received in the higher classification at the time of demotion.
 - (4) In all cases where employees accept demotion in lieu of layoff, their names shall be placed on reemployment lists for the classes from which they were demoted.
 - (5) All service in the classification plus higher classification in the line of promotion shall count as seniority within the classification. Continuous status as a probationary or permanent employee within the classification rather than the number of days actually worked shall determine seniority.
 - (6) Refusal of an offer of short-term or limited part-time employment, shall not affect the standing of any employee on a layoff list.

- (7) Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
- (8) Employees qualify for re-employment rights as provided by law.

ARTICLE XXIII: DISCIPLINARY ACTION

1. Exclusive Procedure:

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

2. When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered mail upon the employee. The notice shall indicate:

A. The specific charges against the employee which shall include times, dates, and places of chargeable actions or admissions the penalty proposed; and

B. A copy of any notice of discipline shall be delivered to the Association representative after service on the employee.

3. Emergency Suspension:

A. Emergency situations can occur involving the health and welfare of students or employees. If the employee's presence presents a clear and present danger to the life, safety, or health of any student or employee or themselves as determined by the District, the District may immediately suspend or relieve from duty the employee for three (3) days.

B. During the three (3) days, the District shall serve notice and a statement of facts upon the employee who shall be entitled to respond to the factual contentions supporting the emergency.

4. **Appeal Procedures:**

- A. When a notice of disciplinary action has been served on a bargaining unit employee, he/she shall have the right to request an informal hearing with his/her immediate supervisor.
- B. If no decision is reached at the informal hearing with the immediate supervisor, the employee may elect to appeal to the superintendent or designee.
- C. If the employee is not satisfied with the decision resulting from the superintendent, the employee and the Association representative may elect to appeal to the Governing Board at its next regularly scheduled meeting. The employee shall have the choice to have the Board hearing in open or closed session. At this meeting, the employee may present testimony, witnesses, and any other materials and also be represented by his/her representative.
- D. The Board shall, within five (5) days of such hearing, deliver to the employee and his/her representative their decision in writing.

5. **Disciplinary Settlements:**

A proposed disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable time to have the Association representative review the proposed settlement before approving the settlement.

- A. Disciplinary action should be handled in a confidential manner with the employee.

ARTICLE XXIV: MISCELLANEOUS PROVISIONS

1. The district shall provide limited protection for an employee's vehicle against acts of vandalism while such vehicle is on or near any site where the employee is on duty as an employee of the district.
 - A. A maximum of one thousand dollars (\$1,000.00), or the actual cost of the damage if less than one thousand dollars (\$1,000.00), will be paid on any single incident vandalism claim.
 - B. Claims may not be paid from this fund if the employee's insurance covers the loss.
 - C. An employee shall complete a district vandalism report form and submit it to his/her immediate supervisor by the end of the school day following the day the vandalism occurred along with a copy of a police report. The supervisor shall then submit the form to the superintendent.
 - D. The superintendent or his/her designee shall normally rule on the approval/disapproval of each claim.
2. All 10 and 11 month employees shall be allowed to vote on the school calendar.
3. Tax/Retirement Liability. Neither the District nor CSEA make any representation or warranty with respect to the tax or retirement consequences of this Agreement, including but not limited to whether service or specific forms of compensation are creditable for retirement purposes. The unit members shall be responsible for their own tax and retirement planning.

ARTICLE XXV: EFFECT OF AGREEMENT- DURATION

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
2. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
3. Within one (1) month of ratification of this Agreement, the District will post all changes to the contract on the District web site. The District, upon request, will provide one printed copy to any classified employee. Each employee in the bargaining unit shall be notified by the bargaining unit of any changes agreed to by the parties of this agreement during the term of this agreement. Each new employee will be informed during orientation by the District of the availability of the contract on the web site and will be given a printed copy of the agreement if requested.
4. If any provision of this Agreement or any application thereof to any member is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
5. Term of agreement shall be July 1, 2016, through June 30, 2019, and shall remain in full force until a successor agreement is reached. Re-openers shall be in the 2nd year (2017-2018) for health insurance plus two (2)

Articles for each party and in the 3rd year (2018-2019) for salary, health benefits, and two (2) Articles for each party.

Agreed this third day of August 2016.

For the District:

Sarah Kolegaoui
Barbara Cole
Civian Hamilton

For CSEA Chapter #218:

Thomas Wright
Mark Gunn
Roselee 8-16-16

APPENDIX A: SALARY SCHEDULES 2016-2017

**CLASSIFIED SALARY SCHEDULE
2016-2017**

Range	Job Title	SACS Job Code	Paid Days Includes Paid Holidays	A	B	C	D	E	F	G
40	Technology Technician II	7623	260	26.81	28.52	30.33	32.15	33.97	35.79	37.60
40	Data Analyst II	5818	260	26.81	28.52	30.33	32.15	33.97	35.79	37.60
35	Lead Mechanic		260	21.25	22.29	23.54	24.75	25.75	27.21	28.73
33	Lead Craftsman	6448	260	20.60	21.61	22.82	23.90	24.79	26.25	27.73
33	Technology Technician I	7619	260	20.60	21.61	22.82	23.90	24.79	26.25	27.73
33	Data Analyst I		260	20.60	21.61	22.82	23.90	24.79	26.25	27.73
30	Accounting Specialist		260	19.87	20.83	22.00	23.13	24.06	25.43	26.86
30	Auto Mechanic	6508	260	19.87	20.83	22.00	23.13	24.06	25.43	26.86
30	Bus Mechanic	6509	260	19.87	20.83	22.00	23.13	24.06	25.43	26.86
30	Carpenter		260	19.87	20.83	22.00	23.13	24.06	25.43	26.86
30	Electrician	6449	260	19.87	20.83	22.00	23.13	24.06	25.43	26.86
30	HVAC Technician		260	19.87	20.83	22.00	23.13	24.06	25.43	26.86
30	Painter		260	19.87	20.83	22.00	23.13	24.06	25.43	26.86
29	Health Service Aide (LWN)		198	18.48	19.40	20.50	21.61	22.51	23.82	25.28
29	Principal's Secretary	7389	260	18.48	19.40	20.50	21.61	22.51	23.82	25.28
28	Warehouse/Purchasing Agent	7402	260	17.82	18.70	19.74	20.85	21.69	23.00	24.41
28	Maintenance Worker	6427	260	17.82	18.70	19.74	20.85	21.69	23.00	24.41
28	Maintenance Worker/Bus Driver	6428	260	17.82	18.70	19.74	20.85	21.69	23.00	24.41
28	Bus Driver Trainer	5300	260	17.82	18.70	19.74	20.85	21.69	23.00	24.41
28	Pool Maintenance Technician	6707	260	17.82	18.70	19.74	20.85	21.69	23.00	24.41
27	Job Developer	8120	198	17.10	17.96	19.07	20.09	20.90	22.24	23.60
27	Work-Based Learning Coordinator		198	17.10	17.96	19.07	20.09	20.90	22.24	23.60
26	Bus Driver	5301	195	16.92	17.75	18.86	19.90	20.70	22.07	23.39
26	Health Service/Instructional Aide		198	16.92	17.75	18.86	19.90	20.70	22.07	23.39
26	Service Technician/Bus Driver		260	16.92	17.75	18.86	19.90	20.70	22.07	23.39
25	Lead Custodian	6124	260	16.72	17.58	18.65	19.70	20.53	21.88	23.19
25	Payroll Clerk	5527	260	16.72	17.58	18.65	19.70	20.53	21.88	23.19
24	Principal's Secretary - Alternative Education	7389	208	16.41	17.23	18.32	19.26	20.16	21.44	22.94
24	Adult School Clerk II	5589	260	16.41	17.23	18.32	19.26	20.16	21.44	22.94
24	Special Education Administrative Secretary	7391	260	16.41	17.23	18.32	19.26	20.16	21.44	22.94
24	Lead Groundskeeper	6413	260	16.41	17.23	18.32	19.26	20.16	21.44	22.94
24	Testing Coordinator/Family & Comm Liaison	9309	198	16.41	17.23	18.32	19.26	20.16	21.44	22.94
23	Account Clerk II	5504	260	16.03	16.83	17.85	18.86	19.78	21.01	22.52
23	Custodian/Bus Driver	6125	260	16.03	16.83	17.85	18.86	19.78	21.01	22.52
23	Groundskeeper/Bus Driver	6411	260	16.03	16.83	17.85	18.86	19.78	21.01	22.52
22	Family & Community Liaison	9309	198	15.72	16.51	17.52	18.51	19.40	20.61	21.92
22	Attendance Clerk	5591	198	15.72	16.51	17.52	18.51	19.40	20.61	21.92
22	School to Career Counseling Technician	7620	198	15.72	16.51	17.52	18.51	19.40	20.61	21.92
22	Counseling Aide	5161	198	15.72	16.51	17.52	18.51	19.40	20.61	21.92
22	Transportation Clerk/Dispatcher	5598	260	15.72	16.51	17.52	18.51	19.40	20.61	21.92
21	Custodian	6125	260	15.34	16.13	17.20	18.15	19.00	20.22	21.70
21	Counseling Secretary II	7386	260	15.34	16.13	17.20	18.15	19.00	20.22	21.70
21	Career Technicians	7621	198	15.34	16.13	17.20	18.15	19.00	20.22	21.70
21	District Media/Textbook Clerk	5599	250	15.34	16.13	17.20	18.15	19.00	20.22	21.70
21	Asst. Principal Secretary	7387	228	15.34	16.13	17.20	18.15	19.00	20.22	21.70
21	Secretary II - Superintendent	7320	260	15.34	16.13	17.20	18.15	19.00	20.22	21.70
21	Technology Secretary		260	15.34	16.13	17.20	18.15	19.00	20.22	21.70
21	MOI Secretary		260	15.34	16.13	17.20	18.15	19.00	20.22	21.70
20	Accounting Clerk I/ Banking Clerk	5587	228	15.16	15.91	16.92	17.94	18.77	20.00	21.49
20	Special Ed Aide	9342	198	15.16	15.91	16.92	17.94	18.77	20.00	21.49
20	Instructional Aide - Sign Language	9345	198	15.16	15.91	16.92	17.94	18.77	20.00	21.49
19	Groundskeeper	6412	260	15.06	15.82	16.79	17.75	18.62	19.81	21.38
18	Instructional Aide	5134	198	14.94	15.70	16.70	17.74	18.54	19.75	21.29
17	School Media/Textbook Clerk	5597	260	14.76	15.50	16.51	17.55	18.37	19.58	21.11
16	School Media/Audio Visual Clerk	5596	208	14.65	15.40	16.38	17.41	18.21	19.38	20.91
16	Locker Room Attendant	9205	205	14.65	15.40	16.38	17.41	18.21	19.38	20.91

**CLASSIFIED SALARY SCHEDULE
2016-2017**

Range	Job Title	SACS Job Code	Paid Days Includes Paid Holidays	A	B	C	D	E	F	G
14	Counseling - Secretary I	7385	228	13.86	14.56	15.56	16.51	17.34	18.58	20.02
14	Adult School Clerk I	5588	260	13.86	14.56	15.56	16.51	17.34	18.58	20.02
14	Clerical Pool Clerk	5592	198	13.86	14.56	15.56	16.51	17.34	18.58	20.02
14	Migrant Records Clerk	5595	198	13.86	14.56	15.56	16.51	17.34	18.58	20.02
14	Special Education - Secretary	7394	208	13.86	14.56	15.56	16.51	17.34	18.58	20.02
14	Farm Secretary		198	13.86	14.56	15.56	16.51	17.34	18.58	20.02
13	Switchboard/Receptionist	7392	198	13.21	13.87	14.83	15.80	16.58	17.94	19.18
13	Computer Lab Aide	7622	198	13.21	13.87	14.83	15.80	16.74	17.94	19.18
13	Aide - Adult School	5134	198	13.21	13.87	14.83	15.80	16.74	17.94	19.18
12	Lead Food Service Worker	9084	195	12.99	13.64	14.54	15.47	16.26	17.45	18.73
10	Food Service Worker	9083	195	12.26	12.88	13.82	14.71	15.47	16.62	17.94
1	Dairy Herdsman	9206	260	10.67	10.67	10.67	10.85	11.42	12.03	12.65

SALARY SCHEDULE PLACEMENT

A maximum of three (3) years prior work experience will be recognized for placement on the salary schedule. Any position not listed on this salary schedule will be paid at the current California Minimum Wage Rate. All other substitute workers are paid at Step A of the classification in which they are substituting.

MISCELLANEOUS PROVISIONS

Work year includes paid holidays. As of 7/1/2016, there are 14 paid holidays (July 4th paid holiday only if employee is in paid status)

LONGEVITY BENEFIT

A \$70 per month longevity increment will be added to each employee's salary on beginning of the eleventh (11th) year; \$75 on the beginning of the sixteenth (16th) year; and \$80 on the beginning of the twenty-first (21st) year of employment.

INSURANCE BENEFIT

For full-time employees, the District provides medical, dental, and vision insurance for the employee and eligible dependents.

RETIREMENT BENEFIT

The District will pay four and one-half (4.50%) percent of the employee's share for Public Employee Retirement System (PERS) contributions. When making salary comparisons this retirement benefit should be added to the listed salary or multiply the salary by 1.045 for an accurate comparison. Employees hired on or after January 1, 2013, will be responsible for paying the employee's normal contribution to PERS.

DATE OF PAYMENTS

The District will process salary payments in accordance with the Tulare County Office of Education Uniform Salary Payment Schedule.