

Master Contract

San Marcos Unified School District

and

**San Marcos California School
Employees Association, Chapter #413**

**July 1, 2014
through
June 30, 2017**

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ARTICLE 1: AGREEMENT

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- 1.1 This is the total and complete Agreement of the parties, arrived at through the process of meeting and negotiating pursuant to the Educational Employment Relations Act.
- 1.2 The parties to this Agreement are the San Marcos Unified School District (hereinafter referred to as the "District") and the California School Employees Association, San Marcos Chapter 413, an affiliate of the California School Employees Association (hereinafter referred to as "CSEA").

ARTICLE 2: RECOGNITION

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2.1 The District confirms its recognition of the California School Employees Association, San Marcos Chapter 413, as the exclusive representative for that unit of employees recognized by the District at its regular meeting of May 13, 1976.

ARTICLE 3: CSEA RIGHTS

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3 3.1 CSEA shall have the following rights and/or privileges as specified below and/or as specified in any other portion
4 of this Agreement.
5 3.1.1 Access at reasonable times to areas in which unit members work.
6 3.1.2 The use of designated institutional bulletin boards, or institutional mailboxes, and the use of the
7 school mail system and other intra-District means of communication for the purpose of posting or
8 transmitting information or notices concerning lawful CSEA business. CSEA shall not use the
9 provisions of this section to transmit or post notices that defame or ridicule the Board or its agents nor
10 shall CSEA use this section to present a partisan point of view in any local electoral process in which
11 the District or its Governing Board is a party, without the mutual consent of the District. CSEA shall
12 provide the District Human Resources and Development office with a copy of notices and bulletins
13 which are non-confidential in nature at the approximate time of posting or distribution.
14 3.1.3 The right to use District facilities and buildings subject to Civic Center Act requirements. Such use
15 will be at reasonable times when the buildings and/or facilities are not otherwise in use.
16 3.1.4 The right to receive a complete roster of all unit members, including the current classification of each
17 member, within sixty (60) days of the execution of this Agreement.
18 3.1.5 CSEA shall have the right to receive one (1) complete Board Agenda packet, excluding any
19 confidential material but including all material normally distributed to the public.
20 3.1.6 The District shall provide release time for purposes of meeting and negotiating for not more than six
21 (6) CSEA representatives per negotiating meeting between the District and CSEA. CSEA shall
22 designate in writing the six (6) representatives prior to the first meeting each year and shall notify the
23 District in writing of any changes or substitutions, at least two (2) working days prior to the meeting at
24 which the change or substitution is to take effect.
25 3.1.7 CSEA Information Packet – CSEA shall provide the District with new member packets regarding the
26 Association. The District shall provide each new employee with one of these packets. CSEA will be
27 permitted to discuss the benefits of CSEA membership with all new hired employees.
28 3.1.7.1 The District shall provide to CSEA the names, addresses, emails (work and/or private)
29 phone numbers, classification, site, and hours working of all new classified hires, at the end
30 of each month and for all employees twice a year (October 1 and February 1).
31 3.2 Site Representatives – CSEA shall designate not more than one (1) site representative per site. CSEA shall
32 notify the District in writing of the name of each designated site representative. Such notice will be transmitted in
33 writing within thirty (30) days of the execution of this Agreement and will include the site for each representative.
34 CSEA further agrees to notify the District within fifteen (15) days of any change in designated representatives.
35 3.3 Dues deductions shall be made in accordance with the current CSEA dues schedule and the provisions of this
36 section.
37 3.3.1 Organizational Security
38 3.3.1.1 Except as expressly exempted herein, all employees in the bargaining unit who do not
39 maintain membership in good standing in CSEA are required, as a condition of continued
40 employment, to pay CSEA a service fee in an amount not to exceed their periodic dues of
41 CSEA for the duration of this agreement, or a period of three years from the effective date of
42 this agreement, whichever comes first.
43 3.3.1.2 No employee shall be obligated to pay dues or service fees to CSEA until the first of the
44 month following thirty (30) calendar days after the employee first comes in the bargaining
45 unit.
46 3.3.1.3 Any employee who is a member of a religious body whose traditional tenets or teachings
47 include objections to joining or financially support employee organizations shall not be
48 required to join, maintain membership in, or financially support CSEA as a condition of
49 employment. However, such employee shall be required, in lieu of service fee required by
50 sub-section 3.3.1.1 to pay sums equal to such service fee to one of the following
51 nonreligious, non-labor organization, charitable funds exempt from taxation under Section
52 501(c)(3) or title 16 of the Internal Revenue Code:
53 (a) SMEF
54 (b) United Way
55 (c) Boys and Girls Club
56 Any employee claiming this religious exemption shall, as a condition of continued exemption
57 from the requirement of financial support to CSEA, shall authorize payroll deduction of such
58 payments.
59 3.3.2 Dues and Service Fee Deductions
60 3.3.2.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues,
61 service fees or payments to charity in lieu of service fees from the wages of all employees.
62 3.3.2.2 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all
63 sums so deducted, except that the district shall pay to the designated charity sums deducted
64 in lieu of service fees from the wages of employees who qualify for the religious exemption
65 pursuant to sub-section 3.3.1.3 above.

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- 3.3.2.3 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 3.3.2.4 The District shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 3.3.2.5 Upon being notified by the CSEA chapter treasurer that a member of the bargaining unit has failed to pay required service fees to CSEA by payroll deductions, the District shall deduct and pay to CSEA that employee's service fees until such time as CSEA notifies the District that other arrangements have been made for the payment of such fees. A payroll deduction authorization form shall not be required for such deductions, unless the employee meets the religious exemption pursuant to sub-section 3.3.1.3 above.

3.3.3 Organizational Security

3.3.3.1 Service fee payers are not required to support CSEA activities that are not related to collective bargaining. At the request of the service fee payer, CSEA will furnish service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision-maker, and will deposit into an interest bearing escrow account all amounts reasonably in dispute while such challenges are pending.

3.3.4 Hold Harmless Provision

- 3.3.4.1 CSEA shall indemnify and hold the District, its officers and agents harmless from any and all claims, demands or suits, or any other actions arising from the effectiveness of this section.
- 3.3.4.2 CSEA agrees to reimburse the District, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this agreement or the implementation thereof.
- 3.3.4.3 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District, or other party claiming reimbursement, has complied with the terms of this article and has promptly notified CSEA of its awareness of such an action.
- 3.3.4.4 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 3.3.4.5 Employees may voluntarily elect to become members of CSEA, Chapter 413.

3.3.5 CSEA and the District agree to include two (2) CSEA appointees as a part of the process to determine the school calendar(s).

3.3.6 The District shall make its printing services available to CSEA at the same cost basis as District schools and departments.

ARTICLE 4: DISTRICT RIGHTS

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- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with Education and Government Codes; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

ARTICLE 5: HOURS OF EMPLOYMENT

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- 5.1 Workday
 - 5.1.1 The workday for unit members shall be established and fixed by the District.
- 5.2 Workweek
 - 5.2.1 The workweek for full-time unit members shall be forty (40) hours, normally rendered in units of eight (8) hours per day, inclusive of any rest periods prescribed by the District.
 - 5.2.2 The workweek for part-time unit members shall be less than forty (40) hours, normally rendered in units of less than eight (8) hours per day.
 - 5.2.3 The workweek shall consist of five (5) consecutive work days for unit members rendering service averaging four (4) hours or more per day.
 - 5.2.4 The District retains the right to extend the regular workday or workweek, as it deems necessary.
- 5.3 Rest Period
 - 5.3.1 Unit members working four (4) hours per day or more shall normally receive a fifteen (15) minute rest period for each consecutive four (4) hour period of service.
- 5.4 Lunch Period
 - 5.4.1 A non-compensated lunch period of not less than thirty (30) minutes shall be provided unit members who render service of at least six (6) consecutive hours.
 - 5.4.2 The lunch period may be assigned by the immediate supervisor.
 - 5.4.3 Effort will be made to schedule lunch periods near the middle of the unit member's work shift.
- 5.5 Overtime
 - 5.5.1 Overtime is normally considered as those approved hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week.
 - 5.5.2 Nothing herein contained shall prevent the District from requiring overtime or extended hours service of a unit member.
- 5.6 Compensatory Time
 - 5.6.1 Compensatory time shall be at one and one-half (1 ½) hours for each approved hour of overtime worked.
 - 5.6.2 The employee may request compensatory time in lieu of paid overtime if the compensatory time is taken within sixty (60) **calendar** days. If not taken, the employee shall be paid the overtime rate on their next eligible pay warrant.
 - 5.6.3 Compensatory time must be approved by the District and shall be taken at a time mutually acceptable to the District and the unit member.
- 5.7 Shift Differential

Those employees who begin their workday after two o'clock (2:00) p.m. and whose normal work time would be eight (8) hours shall have their shift reduced by one-half (1/2) hour with no compensation reduction as a shift differential.
- 5.8 District and CSEA will mutually select day(s) for all 12-month employees to be off on a non-work, non-paid day(s) in the years (July 1 through June 30) when the calendar exceeds 260 work days.
- 5.9 Summer Work
 - 5.9.1 The following criteria shall be used in consideration of Summer Work requests:
 - 5.9.1.1 The needs and efficient operation of the District.
 - 5.9.1.2 The contribution the staff member can make in the Summer Work assignment.
 - 5.9.1.3 The qualifications including the experience and recent training of the unit member, compared to those of other candidates.
 - 5.9.1.4 The length and quality of the service rendered to the District by the unit member.
 - 5.9.1.5 Unit members working in the same classification as the Summer Work assignment shall receive priority consideration in the selection process.
 - 5.9.2 Unit members are eligible to request Summer Work in any classification.
 - 5.9.3 Unit members working in the same classification as the Summer Work assignment shall receive the same rate of pay during that period.
 - 5.9.4 Unit members performing Summer Work shall **be paid at the classified range they are performing and will** continue to receive any earned step and anniversary increments.

ARTICLE 6: EVALUATION

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- 6.1 Probationary unit members will be evaluated on an ongoing basis and formally in writing at least twice during the one-year probationary period.
 - 6.1.1 Written evaluations will normally take place at the end of the third (3rd), sixth (6th), and eleventh (11th) months of employment.
- 6.2 Unit members who have received five (5) consecutive annual evaluations and met or exceeded standards may mutually agree with their evaluator that the employee will be evaluated only once every three (3) years. Should the evaluator withdraw consent, notice and reasonable cause shall be provided to the unit member in a timely manner.
 - 6.2.1 Written evaluation will normally take place during the 10 weeks of employment preceding the anniversary of the date of hire.
- 6.3 The evaluation will be reviewed with the unit member and the evaluator will make suggestions for improvement if appropriate.
 - 6.3.1 Both the evaluator and the unit member will sign the evaluation form.
 - 6.3.2 The unit member may attach written comments to the evaluation within ten (10) days after the review and these comments will be attached to the evaluation in the employee's personnel file.
- 6.4 A unit member receiving a less than satisfactory evaluation shall be entitled, upon written request to an evaluation review by the Superintendent or designee.
 - 6.4.1 For continuing employees a less than satisfactory evaluation shall be reviewed within ninety (90) working days of the initial evaluation.
- 6.5 Substantive judgment of the evaluator shall not be subject to the grievance procedure (Article 14) of this Agreement.

ARTICLE 7: DISCIPLINARY ACTION

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3 7.1 Exclusive Procedure

4 Discipline shall be imposed upon bargaining unit employees only pursuant to this Article, pertinent law, and as
5 otherwise necessary as determined by the District.

6 7.2 Disciplinary Procedure

7 7.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause as
8 reasonably determined by the District.

9 7.2.2 Discipline less than discharge will be undertaken for corrective purposes only.

10 7.2.3 No disciplinary action will be initiated for any cause prior to the employee becoming permanent nor for any
11 cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of
12 disciplinary action, except as otherwise indicated by law.

13 7.2.4 When the District seeks the imposition of any severe disciplinary punishment, notice of such discipline
14 shall be made to the employee in writing, and served in person or by registered or certified mail, at
15 employee's last known address. The notice shall contain a statement in ordinary and concise language of
16 the specific act and omissions upon which the disciplinary action is based. The statement shall also
17 include times, dates, and location of chargeable actions or omissions, the penalty proposed, and a notice
18 of the employee's right to dispute the charges or the proposed penalty.

19 7.2.5 "Disciplinary action" includes any action whereby an employee is deprived of any classification or any
20 incident of any classification in which the employee has permanence, including dismissal, suspension,
21 demotion, or any reassignment, without the employee's voluntary consent, except a lay-off for lack of work
22 or lack of funds.

23 7.2.6 The continued employment of permanent classified employees is contingent upon proper performance of
24 assigned duties and personal fitness. A permanent employee may be demoted, suspended, or dismissed
25 for cause, which shall include, but not be limited to, the following:

- 26 1. Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform
27 the assigned duties in a satisfactory manner.
- 28 2. Insubordination, failure to obey reasonable direction or observe reasonable rules of school district
29 superiors, or willful and persistent violations of the provisions of the district policies and the
30 Education Code.
- 31 3. Conviction of any felony, conviction of a misdemeanor involving moral turpitude; dishonesty,
32 immoral conduct, drunkenness on duty, addiction to or use of narcotics; or fraud in obtaining
33 employment with this school district.
- 34 4. Political activity, during the assigned hours of duty.
- 35 5. Persistent discourteous treatment, abusive or offensive language toward other employees, pupils
36 or the public or other willful failure of good conduct tending to injure the public service.
- 37 6. Drinking alcoholic beverages on the job, or reporting to work while intoxicated.
- 38 7. Frequent unexcused absence or tardiness.
- 39 8. Absence from duty without leave.
- 40 9. Physical or mental incapacity.
- 41 10. Abuse of illness leave provisions.
- 42 11. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful
43 means.

44 7.2.7 An employee may be relieved of duties with or without loss of pay.

45 7.2.7.1 If the decision is to suspend without pay, the employee must be given sufficient advance
46 notice of the disciplinary action in order for the employee to review the material upon which
47 the action is based, meet with representation, and have the written or oral response
48 considered by the authority who is recommending discipline, prior to the actual imposition of
49 the discipline. Failure of the employee to make a written or oral response as provided will
50 constitute a waiver of this provision, provided, however, that the employee shall have at
51 least five (5) working days after service prior to any formal action being taken.

52 7.2.7.2 The District may, at its discretion, suspend with pay at any time. In any situation requiring
53 any immediate suspension, charges shall be filed immediately with the San Marcos Unified
54 School District Governing Board who shall within ten (10) working days hold a full
55 evidentiary hearing in accordance with 7.3.2.

56 7.3 Procedure

57 7.3.1 When a notice of disciplinary action has been served on a bargaining unit employee, the employee may
58 schedule an informal meeting to discuss the action with the Superintendent or designee.

59 7.3.2 If the employee is not satisfied with the decision resulting from the Superintendent, or designee, the
60 employee and CSEA representative may elect to present the case to the San Marcos Unified School
61 District Governing Board, in executive session, at its next regularly scheduled meeting. At this meeting,
62 the employee may testify, call witnesses, present any other pertinent materials, cross examine witnesses
63 and also be represented by the employee's choice of counsel.

64 7.3.3 Although the sufficiency of cause for discipline is to be solely determined by the San Marcos Unified
65 School District Governing Board, the burden of proof shall lie with the District.

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7.3.4 Because the above procedure guarantees the employee adequate right of review, the above article shall not be subject to the grievance procedure.

ARTICLE 8: TRANSFER

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4 8.1 Definition

5 8.1.1 A transfer is defined as a change of job site but within the same position classification.

6 8.2 Criteria for Transfer

7 8.2.1 The following criteria shall be used in consideration of transfer requests:

8 8.2.1.1 The needs and efficient operation of the District.

9 8.2.1.2 The contribution the staff member can make in the new assignment.

10 8.2.1.3 The qualifications including the experience and recent training of the unit member,
11 compared to those of other candidates, for both the position to be filled and the position to
12 be vacated.

13 8.2.1.4 The length and quality of the service rendered to the District by the unit member.

14 8.2.1.5 The recommendation of the immediate supervisor to whom the unit member is currently
15 responsible, and the immediate supervisor where the vacancy exists.

16 8.2.1.6 The preference of the unit member.

17 8.3 Unit Member Initiated Transfer Requests

18 8.3.1 A unit member covered by this Agreement shall have the privilege of requesting a transfer to any job
19 location within the same position classification, subject to the following conditions:

20 8.3.1.1 Submission of a letter of request for transfer to the District Human Resources and
21 Development Office. A properly filed letter of transfer request shall be given administrative
22 consideration and shall be valid for one (1) year from date submitted to the Human
23 Resources and Development Office.

24 8.3.1.2 The filing of a request for transfer is without prejudice to the unit member and shall not
25 jeopardize the present assignment. A request for transfer may be withdrawn at any time
26 prior to the official notification of transfer approval.

27 8.3.1.3 A unit member may request transfer to a vacancy within the employee's classification that
28 represents a longer work schedule, and such requests shall be given priority consideration
29 subject to the criteria section of this Article.

30 8.4 District Initiated Transfers

31 8.4.1 A transfer may be made by the District at any time for any of the following reasons:

32 8.4.1.1 A change of enrollment or workload necessitating transfer of unit member(s).

33 8.4.1.2 Improved efficiency of the District.

34 8.4.1.3 A unit member may request of the Superintendent or designee, a conference to discuss the
35 reason for the District initiated transfer.

36 8.4.1.4 Transfers are not to be affected without at least five (5) working days written notice. Notice
37 of transfer shall be given in writing to the person being transferred before the transfer is
38 effected.
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ARTICLE 9: PROMOTION

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- 9.1 Unit members shall be given equal consideration in filling any bargaining unit job vacancy, which can be considered a promotion.
- 9.2 Notice(s) of bargaining unit job vacancies shall be posted on designated CSEA bulletin boards.
- 9.3 The job vacancy notice shall remain posted for not less than six (6) working days. The position will not be permanently filled during the minimum posting period.
- 9.4 Unit members must file for the posted position by submitting an updated application to the Human Resources and Development Office.
- 9.5 A unit member who is a qualified applicant for a bargaining unit job vacancy shall receive an interview for the position.

ARTICLE 10: SALARY

- 10.1 Unit members will be compensated in accordance with the salary schedule.
- 10.2 A step increment shall be granted to each unit member who completes seventy-five percent (75%) of a year of service.
 - 10.2.1 A step increment will be provided in accordance with this section to unit members who have not reached the top of their salary range and who have maintained satisfactory or better service during the fiscal year.
- 10.3 Approved overtime worked will be compensated at one and one-half (1 1/2) times the regular rate of pay.
- 10.4 After nine (9) consecutive years of full-time service, an increment in salary is given at the beginning of the tenth (10th) year and thereafter in the beginning of the 13th, 16th, 19th, and 22nd year of service. For the purposes of this procedure, one (1) year of service shall be defined as completion of seventy-five percent (75%) of one (1) year of service during the prior fiscal year.
 - 10.4.1 Computation of years of service will be made as of June 30 each year. An earned anniversary increment will become effective July 1, in accordance with the schedule listed above.
 - 10.4.2 Anniversary increments are figured at five percent (5%) of Step 6 of the particular classification.
- 10.5 The salary schedule for the 2014-2015 school year shall be determined by increasing the previous year's (2013-2014 for 2014-2015) salary schedule by the current year's (2013-2014 for 2014-2015) funded Local Control Funding Formula LCFF (COLA) of 0.85% plus the difference (plus or minus) between the San Marcos salary schedule and the salary schedule of the fourth-ranked (4th) district among the eleven (11) San Diego County unified districts (Carlsbad, Coronado, Borrego Springs, Mt. Empire, Oceanside, Poway, Ramona, San Diego Unified, Valley Center/Pauma, Vista) as of June 30 of the previous year (June 30, 2014 for the 2014-2015 year). For comparison purposes, the top step of the regular salary schedule (Range 22 Step 6 for SMUSD), exclusive of longevity increments, for the Custodian I classification (in effect on June 30 of the previous year) shall be used. The hypothetical below illustrates how the formula works:

A. 3000-3001 School Year Local Control Funding Formula (COLA)

3.00%

B. Comparable Monthly Salary

\$2,200

C. SMUSD Comparable Monthly Salary

\$2,150 (as of June 30, 2999)

D. Difference between B and C

\$50*

E. Difference expressed as a percentage

2.236%* (50÷2150)

F. Total Salary percentage adjustment

5.326% (COLA + percentage of difference)

G. 3000-3001 School Year SMUSD salary

\$2266 (\$2150 x 1.05326)

*If SMUSD ranks higher than fourth with a salary in excess of \$2,200, then the difference would be negative ("minus") number which would result in a percentage salary schedule increase less than the COLA or, possibly, no increase at all.

10.6 Call-Back Time: Employees called back to work after completion of their regular work shift shall be compensated at the appropriate rate of pay, for not less than two and one-half (2 1/2) hours. This two and one-half (2 1/2) hour minimum also applies after 12:00 midnight.

10.7 Bilingual Stipend:

10.7.1 At time of hire, newly designated bilingual employees will be informed of their bilingual stipend.

10.7.2 Employees designated to communicate in writing and orally with non-English speaking persons shall receive a stipend of five and nine-tenths (5.9%) percent of the employees base salary.

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- 10.7.3 Employees, as determined by the District, requiring the ability to communicate orally on a regular basis with non-English speaking persons shall receive a stipend of one and five-tenths (1.5%) percent of the employee's base salary.
- 10.7.4 A bilingual bargaining unit member, not designated by the District, may refuse to translate. This refusal is without prejudice to the unit member and shall not jeopardize the present assignment.

ARTICLE 11: FRINGE BENEFITS

11.1 Insurance

The District shall provide insurance benefits as specified within the master insurance contract between the District and the respective insurance carrier the District selects.

11.1.1 Eligibility for Coverage

11.1.1.1 Employees eligible for district-provided insurance benefits are those employees whose regular assignment is four (4) or more hours per day, twenty (20) hours per week. Insurance benefits will become effective the first of the month following the date of hire in a position eligible for insurance benefits.

11.1.1.2 Part-time employees (4.0 hours per day, 20 hours a week up to but not including 8.0 hours per day) are eligible for district-provided HMO, PPO, or Kaiser Health, Delta Dental Premier or Dental Preferred Option, vision, and life insurance coverage. Eligible part-time employees electing to enroll in the Point-of-Service plan must pay a pro-rated share of the cost of the Point-of-Service plan based on the percent of their work hours to an eight (8) hour day.

11.1.1.3 Dual Coverage Exclusion

Employee/Retiree with Dual Coverage must elect to either receive VEBA medical insurance coverage by virtue of their own employment/retirement status (as a "Subscriber") or through their spouse or registered domestic partner (as a "Dependent"), such that one spouse/registered domestic partner foregoes VEBA medical insurance benefits as a Subscriber. An Employee/Retiree with "Dual Coverage" is defined as an individual who is covered under a VEBA medical insurance plan both as a Subscriber (District Employee or Retiree) and a Dependent (spouse or registered domestic partner of a benefited District Employee or Retiree). This option out of Dual Coverage ("Exclusion") is applicable beginning March 1, 2009, and shall be available as long as authorized by VEBA with no cost to the District. Employees and Retirees with Dual Coverage prior to December 1, 2009, have the option to maintain their Dual Coverage. In the event the Employee or Retiree loses Eligibility for coverage, or the Dependent Employee/Retiree ceases to be eligible as a Dependent due to divorce from or death of the Subscriber Employee/Retiree, the Dependent Employee/Retiree will be allowed to become a Subscriber, provided such Dependent Employee/Retiree continues to be eligible for medical insurance coverage under this Agreement. Participation in this Dual Coverage Exclusion is optional for the Subscriber Employee/Retiree.

11.1.2 District Contribution

11.1.2.1 For each eligible employee, the District shall make a monthly contribution toward the purchase of medical benefits, dental benefits, vision care benefits and life insurance benefits, as described in this Article. There shall be no change to the District-provided medical plans available to eligible employees, except by mutual agreement of CSEA and the District or as required herein. If there is a new increase to the health benefit premium rates, CSEA and the District will restructure the District-provided health benefit plan and/or change plan administrators, by mutual agreement, to achieve cost savings. Cost greater than that of the District Benefit cap shall be the responsibility of the employee. The District will deduct employee contributions required herein on a monthly basis from employee pay warrants and will make available a Flexible Spending Account (Section 125) to allow employees to make such contributions on a pre-tax basis. The individual benefit cap will be increased by the funded cost of living index percentage utilized for LCFF funding for the 2014-2015 school year (0.85%). Effective January 1, 2015, the District Benefit Cap shall increase to \$13,128.00.

11.1.2.2 Medical benefits provided will be benefits comparable to the VEBA HMO, VEBA PPO, and the VEBA Kaiser plans in effect during the 2013-14 school year at no cost to the employee subject to the provisions of this Article.

11.1.2.3 The dental benefits, vision care benefits, and life insurance benefits will be benefits comparable to the Delta Dental plans (Premier and Delta Preferred Option), VSP, and Level Term (non-decreasing \$50,000) Life Insurance.

11.1.3 Unit Member Benefit Payments During Leave of Absence

11.1.3.1 The District shall continue District contribution toward payment of total premium required for those covered in Section 11.1.1 above while the unit member is on paid leave status, in the same manner as if the unit member has remained in regular service.

11.1.3.2 Unit members on district approved, non-paid leaves of absence may elect to continue coverage by invoking COBRA rights as prescribed by current law.

11.1.4 Cancellation

11.1.4.1 The unit member (and dependents) insurance coverage, under the District's master insurance contract, shall be cancelled under the following conditions:

11.1.4.1.1 The leave expires and the unit member does not return to active duty.

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11.1.4.1.2 A premium payment is not received by the Benefits Coordinator in the District Office by the last day of the month when coverage is desired (grace period).

11.2 The retirement benefit policy below shall be in effect:

11.2.1 For employees hired prior to June 30, 2007, the District will continue to pay the cost of District financed medical insurance for any classified employee retiring at the age of 55 or later, after having completed ten (10) consecutive years of District service and having received District paid health benefits for the ten (10) consecutive years immediately prior to retirement.

11.2.2 The retiring employee hired prior to July 1, 1997, 65 years of age or older, who is eligible for 100% of district-paid retirement benefits, shall elect annual medical insurance from one of the following district-provided options:

(a) For those eligible for Medicare A coverage, the District will reimburse the retiree for the cost of Medicare B, and provide a Medicare supplement.

(b) For those not eligible for Medicare A coverage, the District will reimburse the retiree for the cost of Medicare A and Medicare B, and provide a Medicare supplement.

11.2.2.1 Retiring employees who qualify for benefits under section 11.2.2, the District will provide annual medical insurance coverage for the unit member's spouse, if both the unit member and the spouse elect District-provided insurance coverage. Effective June 30, 2012, spousal/domestic partner coverage will terminate when the employee reaches age 65.

ARTICLE 12: LEAVES

12.1 **Bereavement Leave**

12.1.1 **Purpose**

12.1.1.1 The purpose of Bereavement Leave utilization shall be for the death of a member of the immediate family. Immediate family – the mother, father, grandmother, grandfather, grandchild, or step-family of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

12.1.2 **Eligibility**

12.1.2.1 A unit member covered by this Agreement.

12.1.3 **Procedure**

12.1.3.1 A unit member exercising this leave of absence provision shall notify the District as soon as possible of the expected duration of the absence.

12.1.4 **Requirements**

12.1.4.1 A unit member shall be granted up to five (5) days for bereavement purposes. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions. Except in unusual circumstances, Bereavement Leave will be utilized on consecutive days which shall commence within five (5) days of bereavement.

12.1.5 **Compensation**

12.1.5.1 Days of absence used under the provisions of Bereavement Leave shall result in no loss of compensation to the unit member.

12.2 **Industrial Accident and Illness Leave**

12.2.1 **Purpose**

12.2.1.1 Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties.

12.2.2 **Eligibility**

12.2.2.1 All District employees are covered by this agreement.

12.2.3 **Procedure**

12.2.3.1 All job-related injuries shall be reported on a District approved accident report form. A unit member who has sustained a job-related injury shall report the injury within twenty-four (24) hours to the immediate supervisor. A unit member shall report any illness on a District approved form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness. In emergency situations that illness or injury shall be reported as soon as possible.

12.2.4 **Requirements**

12.2.4.1 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 unit member would otherwise have been performing work for the district in any one (1) fiscal year for the same illness or accident.

12.2.4.2 Allowable leave shall not be accumulated from year to year.

12.2.4.3 Industrial Accident and Illness Leave shall commence on the first day of absence.

12.2.4.4 Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

12.2.4.5 When an Industrial Accident and Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

12.2.4.6 A unit member receiving benefits, as a result of this section shall, during periods of injury or illness remain within the State of California unless the Governing Board authorizes travel outside the state.

12.2.4.7 During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of this industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

12.2.5 **Return to Service**

12.2.5.1 A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to the employee's position classification without restrictions or without detriment to the unit member's physical and emotional well-being.

- 1 12.3 Judicial and Official Appearance Leave
- 2 12.3.1 Purpose
- 3 12.3.1.1 Judicial and Official Appearance Leave may be granted for purposes of regularly called jury
- 4 duty, appearance as a witness in court other than as a litigant, or response to an official
- 5 order from another governmental jurisdiction for reasons not brought about through the
- 6 connivance or misconduct of the unit member. This leave shall not be utilized for employee
- 7 organization related activities.
- 8 12.3.2 Eligibility
- 9 12.3.2.1 A unit member covered by this Agreement.
- 10 12.3.3 Procedure
- 11 12.3.3.1 The unit member seeking an official Judicial Appearance Leave shall submit a request
- 12 accompanied by the official order for an approved absence to the immediate supervisor.
- 13 Such request shall be submitted normally not less than ten (10) days prior to the beginning
- 14 date of the leave or as soon as notified. Employees so called, must:
- 15 (a) contact the Aseop/Absence Reporting phone line/website as soon as the need to be absent
- 16 is known, but in no event less than one (1) hour prior to the start of the work day, to permit
- 17 the District time to secure a substitute's service if needed.
- 18 (b) report to the designated court on the first date indicated for potential jury assignment,
- 19 (c) elect telephone standby (phone call to court at times set by officer of the court) to determine
- 20 potential jury assignment for the next day,
- 21 (d) properly "clock-in" for all hours/days of jury duty served in order to generate an accurate
- 22 record of time served.
- 23 12.3.4 Requirements
- 24 12.3.4.1 A unit member may be granted a leave of absence not to exceed the duration of the
- 25 requirements of the official order for participation and appearance.
- 26 12.3.5 Compensation
- 27 12.3.5.1 A unit member granted a leave of absence under these provisions shall be granted District
- 28 compensation which, when added to jury or witness fees, shall not exceed the unit
- 29 member's regular District compensation.
- 30 12.3.6 Return to Service
- 31 12.3.6.1 Immediately upon return to service, the unit member shall complete the District absence
- 32 form and submit it to the immediate supervisor.
- 33 12.3.6.2 Jury Duty is considered a day working for the courts. All unit members will report for work
- 34 on all days that they are not required to report for jury duty.
- 35 12.3.6.3 The unit member shall provide, upon District request, additional verification of the use of
- 36 these leave provisions.
- 37 12.4 Personal Leave
- 38 12.4.1 Purpose
- 39 12.4.1.1 A unit member may request a Personal Leave for reasons not enumerated elsewhere in this
- 40 Agreement.
- 41 12.4.2 Eligibility
- 42 12.4.2.1 A unit member covered by this Agreement.
- 43 12.4.3 Procedure
- 44 12.4.3.1 The unit member seeking an approved Personal Leave shall submit a request, including the
- 45 reasons and any supporting information related thereto, and the duration of the length of the
- 46 requested leave.
- 47 12.4.3.2 For personal absences of five (5) working days or less, the unit member shall submit the
- 48 request described herein to the immediate supervisor not less than five (5) working days
- 49 prior to the beginning date of the leave. The decision of the immediate supervisor for
- 50 approval or denial of these requests shall be final.
- 51 12.4.3.3 For personal absence in excess of five (5) working days including the balance of the school
- 52 semester/year, the unit member shall submit the request described herein to the
- 53 Superintendent for recommendation and presentation to the Governing Board for approval
- 54 or denial. A unit member requesting such an extended Personal Leave of absence shall
- 55 submit the request not less than ten (10) days prior to the next Governing Board meeting.
- 56 12.4.4 Requirements
- 57 12.4.4.1 A unit member shall not accept gainful employment while on Personal Leave without the
- 58 prior written approval of the Superintendent.
- 59 12.4.5 Compensation
- 60 12.4.5.1 Any Personal Leave that may be granted under these provisions shall be without
- 61 compensation.
- 62 12.4.5.2 Unit members on Personal Leave shall be permitted to participate in the District insurance
- 63 program at their expense as provided for in this Agreement.
- 64 12.4.6 Return to Service
- 65 12.4.6.1 The unit member shall be reinstated to the position held prior to the leave of absence for
- 66 leaves of five (5) days or less.

- 1 12.4.6.2 In the case of leaves of absence granted under this section that exceed five (5) days, the
2 unit member may be reinstated within the classification held prior to the leave of absence or
3 to a position in a similar or related classification for which the unit member is qualified.
- 4 12.4.6.3 If the Personal Leave of absence was granted for personal health reasons, the unit member
5 shall be required to submit, prior to return to active duty, a medical statement from a
6 licensed physician indicating an ability to assume assigned duties without restrictions or
7 detriment to the unit member's physical or emotional well-being.
- 8 12.5 Personal Necessity Leave
- 9 12.5.1 Purpose
- 10 12.5.1.1 Personal Necessity Leave may be utilized for circumstances that are serious in nature,
11 which cannot be expected to be disregarded, which necessitate immediate attention and
12 cannot be dealt with during off-duty hours.
- 13 12.5.2 Eligibility
- 14 12.5.2.1 A unit member who has sufficient unused sick leave credit.
- 15 12.5.3 Procedure
- 16 12.5.3.1 Unit members shall submit a request for Personal Necessity Leave approval on a District
17 approved form to the immediate supervisor normally not less than three (3) working days
18 prior to the beginning date of the leave. The prior approval required for Personal Necessity
19 Leave shall not apply to the following reasons:
- 20 12.5.3.1.1 Death or serious illness of a member of the unit member's immediate family.
21 12.5.3.1.2 Accident involving the unit member's person or property or the person or
22 property of the unit member's immediate family.
- 23 12.5.3.2 When prior approval is not required, the unit member shall make every effort to comply with
24 District procedures designed to secure substitutes and shall notify the immediate supervisor
25 of the expected duration of the absence.
- 26 12.5.4 Requirements
- 27 12.5.4.1 A unit member may not use more than seven (7) days per year of accumulated sick leave
28 for purposes of approved Personal Necessity Leave.
- 29 12.5.4.2 Examples of reasons for approval, which shall not be granted, are
- 30 12.5.4.2.1 Political activities or demonstrations
31 12.5.4.2.2 Vacation, recreation, or social activities
32 12.5.4.2.3 Civic or organization
33 12.5.4.2.4 Employee association activities
34 12.5.4.2.5 Routine personal activities
35 12.5.4.2.6 Occupational investigation
36 12.5.4.2.7 Work stoppage
- 37 12.5.4.3 Pursuant to the procedures of this section, up to two (2) days of personal necessity leave
38 may be utilized for reasons of personal business providing that such business cannot
39 normally and reasonably to be conducted during other than duty hours. These days may not
40 be utilized in conjunction with holidays, vacation or regularly scheduled days off.
- 41 12.5.4.4 Personal Business Leave
- 42 12.5.4.4.1 Every unit member shall be entitled to use four (4) days of annual personal
43 leave allotment during each school year for personal reasons, not cumulative.
- 44 12.5.4.4.2 Personal Business Leave may be used for any purpose which the unit member
45 deems sufficiently important, without explanation.
- 46 12.5.4.4.3 A unit member shall notify the supervisor at least 4 days in advance of taking
47 such leave, and shall be approved subject only to the availability of a substitute.
- 48 12.5.5 Compensation
- 49 12.5.5.1 A unit member shall receive full compensation for not more than seven (7) days per year of
50 approved Personal Necessity Leave.
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- 52 12.5.6 Return to Service
- 53 12.5.6.1 Immediately upon return to active service the unit member shall complete the District
54 absence form and submit it to the immediate supervisor.
- 55 12.5.6.2 The unit member shall provide, upon District request, additional verification of the use of
56 these leave provisions.
- 57 12.6 Sick Leave
- 58 12.6.1 Purpose
- 59 12.6.1.1 The purpose of Sick Leave utilization shall be for physical and mental disability which are
60 medically necessary and caused by illness, injury or quarantine.
- 61 12.6.2 Eligibility
- 62 12.6.2.1 A unit member covered by this Agreement, working five (5) days per week for a full contract
63 year, shall be annually entitled to twelve (12) days of leave of absence for the purpose of
64 Sick Leave utilization. A unit member covered by this Agreement, working less than full
65 time, shall be entitled to Sick Leave in the same ratio that the employee's employment bears
66 to full-time employment.

- 1 12.6.2.2 Unit members, upon initial employment, shall be eligible to take not more than six (6) days,
2 or the proportionate amount of Sick Leave to which they are entitled, until the first day of the
3 calendar month following six (6) months of service.
- 4 12.6.3 Procedure
- 5 12.6.3.1 A unit member exercising sick leave provisions shall need only to contact the
6 Aesop/Absence Reporting phone line/website as soon as the need to be absent is known,
7 but in no event less than one (1) hour prior to the start of the work day, to permit the District
8 time to secure a substitute's service if needed.
- 9 12.6.4 Requirements
- 10 12.6.4.1 A unit member becoming aware of the need for absence due to surgery, or other predictable
11 or priority scheduled case shall submit a statement from the employee's physician as far in
12 advance of the initial disability date as possible. The physician's statement shall include the
13 beginning date of disability, the cause of the disability, and the anticipated date of the return
14 to active service.
- 15 12.6.5 Compensation
- 16 12.6.5.1 Any unused Sick Leave credit may be used by the unit member for Sick Leave purposes,
17 without loss of compensation. Upon exhaustion of all accumulated Sick Leave credit, a unit
18 member who continues to be absent for purposes of this policy shall receive fifty percent
19 (50%) differential pay for a period not to exceed five (5) continuous school months, (i.e., 100
20 days of paid Sick Leave). In order to qualify for differential pay, a unit member shall first
21 utilize other paid leave, holidays, vacation, or compensatory time.
- 22 12.6.5.2 Sick Leave shall be credited to a unit member on July 1 of each year for the forthcoming
23 fiscal year or upon initial employment for the balance of the fiscal year in the case of a new
24 employee. In the event the unit member terminates employment prior to earning all of Sick
25 Leave credited, the amount of unearned credit used shall be deducted from the unit
26 member's last warrant.
- 27 12.6.6 Return to Service
- 28 12.6.6.1 The unit member shall provide, upon District request, additional verification of the use of
29 these leave provisions.
- 30 12.6.6.2 A unit member who has experienced a disability absence requiring surgery, hospitalization,
31 or extended medical treatment, shall be required to submit, prior to return to active duty, a
32 medical statement indicating an ability to return to the position classification without
33 restrictions or detriment to the employee's physical and emotional well-being.
- 34 12.6.6.3 A unit member shall not be allowed to return to service and shall be charged with one (1)
35 additional day of Sick Leave absence if the employee fails to notify the District of intent to
36 return to duty two (2) hours prior to the close of the preceding workday, and by such failure
37 of notification a substitute is secured.
- 38 12.6.7 Transfer of Accumulated Sick Leave
- 39 12.6.7.1 It shall be the unit member's responsibility to initiate action under this section. A unit
40 member, upon initial employment, who had been an employee of a public school system in
41 California for a period of one (1) calendar year or more, shall be allowed to transfer
42 accumulated Sick Leave provided the Sick Leave is transferred within one (1) year of the
43 date of the termination from the previous California public school employer.
- 44 12.6.8 Voluntary Donation Sick Leave
- 45 (a) On forms prepared and approved by the District, any classified employee may donate up to three
46 (3) days (24 hours) accumulated and unused sick leave days to another classified employee who
47 has suffered a long-term illness or disability and who has exhausted all fully paid leaves.
48 (Current year sick leave days advanced, but not yet earned, may not be donated.) No more than
49 three (3) days (24 hours) per fiscal year may be donated by a classified employee to another
50 classified employee.
- 51 (b) Leave may be donated only (by) or (to) classified employees who have provided at least two (2)
52 years of continuous service as an employee of the District.
- 53 (c) The determination of whether a request for donation should be approved shall be within the
54 discretion of the Superintendent or the Superintendent's designee. Determinations shall not be
55 precedent-setting and shall not be subject to the grievance procedure.
- 56 (d) The Association agrees that it will not file, on its own behalf or on behalf of any member of the
57 unit, any grievance, claim or lawsuit of any kind related to any attempt to retrieve any donated
58 sick leave by another member of the unit.
- 59 12.6.9 Sick Leave Incentive
- 60 12.6.9.1 Members of the bargaining unit requiring a substitute (as determined by the District), not
61 using more than three (3) days of their sick leave in any manner during a year (July 1
62 through June 30) have the annual option to receive the equivalent of 50% of their daily rate
63 for each sick day earned that year (between July 1 and June 30) and not used. Those days
64 shall not be cumulative (carried over).
- 65 12.6.9.2 This option shall be exercised between July 1 and July 15 of the following year in which the
66 sick leave was earned.

- 1 12.7 CSEA Leave
- 2 12.7.1 Conference Leave
- 3 The District shall grant no more than four (4) unit members per year release time to attend the annual
- 4 CSEA State Conference. In order to be eligible, the unit member must be an elected representative
- 5 of CSEA, Chapter 413. The CSEA shall notify the District of the dates required for attendance. The
- 6 total number of days of compensation shall be no more than five (5) per year, per unit member.
- 7 12.7.2 Release Time for President
- 8 The President of CSEA, Chapter 413 shall be granted paid release time to attend meetings called by
- 9 the District Superintendent or Assistant Superintendent of Human Resources and Development, if the
- 10 meetings occur during the President's assigned work hours, and if the President would otherwise be
- 11 in paid status. This provision will apply only to the President or to the President's designee if the
- 12 President is unable to attend a particular meeting.
- 13 12.7.3 A total of up to thirty (30) days of paid leave shall be granted the CSEA President or his/her designee,
- 14 each year to perform CSEA functions. Whenever possible, the President shall notify the District at
- 15 least two (2) days prior to taking such a leave.
- 16 12.8 Vacation
- 17 12.8.1 All unit members are provided paid vacations pursuant to the sub-sections listed below. Regular
- 18 employees on less than a 12-month, 40-hour week basis shall be granted vacation time in proportion
- 19 to the percentage of full-time service rendered. The anniversary date of employment for each unit
- 20 member will be the determining factor in computing days of earned vacation.
- 21 12.8.1.1 One (1) through five (5) years of service – One (1) day vacation earned per month of
- 22 service.
- 23 12.8.1.2 Six (6) through ten (10) years of service – one and one-fourth (1-1/4) days vacation earned
- 24 per month of service
- 25 12.8.1.3 Eleven (11) through fifteen (15) years of service – one and one half (1-1/2) days vacation
- 26 earned per month of service.
- 27 12.8.1.4 Sixteen (16) through twenty (20) years of service – one and three-fourths (1-3/4) days
- 28 vacation earned per month of service.
- 29 12.8.1.5 Twenty-one (21) or more years of service – two (2) days vacation earned per month of
- 30 service.
- 31 12.8.1.6 "Month of Service" is defined as an employee in paid status for one-half or more of the
- 32 working days in the month. An employee in paid status less than one-half the working days
- 33 in a month in which they are scheduled to work, will accrue vacation on a pro-rated basis of
- 34 0.03846 for each hour the employee is in paid status, not including overtime.
- 35 12.8.2 For less than twelve (12) month employees, who work less than one half of any month during their
- 36 scheduled work calendar, two months of the year, will receive an accrued vacation day, not pro-rated
- 37 accrual.
- 38 12.8.3 Earned vacation will be credited as of July 1 each fiscal year.
- 39 12.8.4 Vacation must be taken by the end of the following fiscal year (ending June 30) except that if the unit
- 40 member is not permitted to take full annual vacation, the amount not taken shall be paid for in cash.
- 41 12.8.4.1 For less than twelve (12) month employees, ten (10) vacation days, which the District and
- 42 CSEA will meet and predetermine, shall be fixed on the annual work year calendar.
- 43 Employees who accrue more than 10 days vacation will be allowed to take the additional
- 44 accrued vacation during the school year on non-school or school days. An employee
- 45 wishing to take a vacation day on a non-school day, other than the predetermined days on
- 46 the work year calendar, must notify the payroll office in writing by the payroll cutoff
- 47 date prior to the month in which payment is desired. An employee wishing to take a
- 48 vacation day on a school day, must get prior approval of the District. A unit member may
- 49 be granted vacation during the school year even though not earned at the time the vacation
- 50 is taken. In the event a unit member terminates employment and has used unearned
- 51 vacation credit, such unearned, but used vacation shall be deducted from the unit
- 52 member's last warrant.
- 53 12.9 Maternity Leave
- 54 12.9.1 A leave of absence without pay may be granted a female unit member during any period of her
- 55 pregnancy. Such leave will be requested a minimum of thirty (30) days in advance of the leave
- 56 commencement date. The leave will continue until that date following childbirth or miscarriage that
- 57 the unit member is able to return to work as certified by a licensed physician or a recognized
- 58 practitioner.
- 59 12.9.2 Maternity Disability – The female unit member may elect to utilize Sick Leave during any period of
- 60 disability resulting from pregnancy, miscarriage, childbirth, or the recovery therefrom. The dates of
- 61 such disability shall be certified by the unit member's physician or recognized practitioner.
- 62 12.10 Child Rearing Leave
- 63 12.10.1 A leave may be granted a unit member from the date of the birth or adoption of a child. Such leave
- 64 will normally be for a period of six (6) months and may be extended up to an additional year. Such
- 65 leave shall be without compensation or credit toward service.

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12.10.2 Under special circumstances, a child rearing leave of one (1) year may be granted for purposes of attending a dependent child.

ARTICLE 13: HOLIDAYS

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13.1 **Scheduled Holidays**

The District agrees to provide all unit members with the following holidays:

- 13.1.1 New Year's Day – January 1
- 13.1.2 Lincoln's Day – A District selected Friday or Monday in February
- 13.1.3 President's Day – the third Monday in February
- 13.1.4 Memorial Day – the last Monday in May
- 13.1.5 Independence Day – July 4
- 13.1.6 Labor Day – the first Monday in September
- 13.1.7 Admission Day – September 9 (a floating holiday to be taken on day mutually agreed upon by employee and immediate supervisor)
- 13.1.8 Veteran's Day – November 11
- 13.1.9 Thanksgiving Day – the Thursday in November proclaimed by the President
- 13.1.10 The Friday following Thanksgiving Day
- 13.1.11 Christmas Eve – December 24
- 13.1.12 Christmas Day – December 25
- 13.1.13 Friday of Spring Recess
- 13.1.14 Martin Luther King Day
- 13.1.15 Birthday Holiday (a floating holiday to be taken on day mutually agreed upon by employee and immediate supervisor)

13.2 **Holidays on Saturday or Sunday**

When a scheduled holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a scheduled holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

13.3 **Holiday Eligibility**

Except as otherwise provided in this section, a unit member must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

- 13.3.1 Unit members who are not normally assigned to duty during the school holidays of December 24, December 25, and/or January 1 shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 14: GRIEVANCES

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3 14.1 Definitions

4 14.1.1 A "grievance" is defined as a formal written statement by a unit member alleging that the District has
5 violated or misapplied a specific and express term of this Agreement and by reason of such violation
6 or misapplication of the employee's rights have been adversely affected. Actions to challenge or
7 change the policies of the District as set forth in the rules and regulations or administrative
8 regulations and procedures are not considered grievances. Other matters which by agreement are
9 excluded from this procedure or for which a specific method of review is provided by law, by the rules
10 and regulations of the Board of Education, or by the administrative regulations and procedures of this
11 School District, are not within the scope of this procedure.

12 14.1.2 A grievant may be any member, or group of members of the bargaining unit covered by the terms of
13 this agreement, or the Association.

14 14.1.3 A "day" is any day on which the central administrative office of the San Marcos Unified School District
15 is open for business.

16 14.2 Time Limits

17 14.2.1 It is the purpose of this procedure to provide a mechanism for review and, hopefully, to resolve
18 grievances at the lowest possible administrative level.

19 14.2.2 If a grievance is not processed by the aggrieved party in accordance with the time limits set forth in
20 this Article, it shall be considered settled on the basis of the decision last made by the District. If the
21 District fails to respond to the grievance in a timely manner at any level, the running out of time shall
22 be deemed a denial of the grievance and termination of the level involved, and the grievant may
23 proceed to the next step. Time limits may be lengthened or shortened in a particular case by mutual
24 written agreement.

25 14.3 Informal Level

26 14.3.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal
27 conference with the immediate supervisor.

28 14.4 Formal Level

29 14.4.1 Level I

30 14.4.1.1 Within thirty (30) days after the occurrence of the act or omissions giving rise to the
31 grievance, or within thirty (30) days from the date the unit member and/or CSEA could
32 reasonably have known of the occurrence, the grievant must present the grievance in writing
33 on the District provided form to the immediate supervisor. The grievant may be represented
34 by a CSEA representative.

35 14.4.1.2 This statement shall be a clear, concise statement of the grievance, citing the specific
36 section of this contract upon which the grievant bases the grievance, the circumstances
37 involved, the decision rendered at the informal conference, and the specific remedy sought.

38 14.4.1.3 The supervisor shall communicate the supervisor's decision to the bargaining unit member
39 in writing within ten (10) days after receiving the grievance. If the supervisor does not
40 respond within the time limits, the grievant may appeal to the next level.

41 14.4.1.4 Within the above time limits either the grievant or the supervisor may request a personal
42 conference with the other party.

43 14.4.2 Level II

44 14.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the employee shall
45 appeal the decision on the appropriate form to the Superintendent or designee within ten
46 (10) days.

47 14.4.2.2 This statement shall include a copy of the original grievance, the decision rendered, and a
48 clear, concise statement of the reasons for the appeal.

49 14.4.2.3 The Superintendent or designee shall communicate the decision within ten (10) days after
50 receiving the appeal. Either the grievant or the Superintendent or designee may request a
51 personal conference within the above time limits. If the Superintendent or designee does
52 not respond within the time limits, the grievant may appeal to the next level.

53 14.4.3 Level III

54 In the event the grievant is not satisfied with the decision at Level 2, the grievant may, within ten (10)
55 days after receiving the decision at Level 2, request the Association to submit the grievance to
56 arbitration. The Association, by written notice to the Superintendent with ten (10) days after receipt
57 of the request, may submit the grievance to arbitration via the American Arbitration Association and
58 proceed under the voluntary rules of said Association (AAA). The Association and the District shall
59 attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) working days, a
60 joint request shall be made to the American Arbitration Association (AAA) requesting a list of
61 arbitrators be submitted. The cost for the services of the AAA shall be mutually shared by the
62 Association and the District. If any question arises as to whether a particular dispute involves the
63 interpretation, meaning or application of any of the provisions of this Agreement, such question will
64 first be ruled upon by the arbitrator selected to hear the dispute. The arbitrator so selected will confer
65 with the representatives of the Superintendent and the Association and hold hearings promptly and
66 will issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral

1 hearings have been waived, then from the date the final statements and proofs are submitted to
2 arbitrator.

3 The arbitrator's decision will be in writing and will set for the findings of fact, reasoning and
4 conclusions on the issues submitted. The arbitrator will be without power or authority to make any
5 decision which requires the commission of an act prohibited by law or which is volatile of the terms of
6 this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to
7 add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations
8 and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues
9 not before the arbitrator. The arbitrator shall not consider any issue raised by the grievant unless it
10 was known by the District in an earlier level of this grievance procedure. The decision of the
11 arbitrator will be submitted to the Superintendent and the Association. The costs for services of the
12 arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of
13 any hearing room will be borne by the District and Association. All other costs will be borne by the
14 party incurring them. In the event the PERB establishes a list of arbitrators and rules for proceeding
15 with arbitration, the parties shall substitute such lists, rules and proceedings for arbitration at this
16 level.

17 Miscellaneous

- 18 1. If, in the mutual judgment of the Association and the District, a grievance affects a group or
19 class of unit members, the Association may initiate and submit such grievance in writing to the
20 Superintendent directly and the processing of such grievance will be commenced at Level 2.
- 21 2. If a grievance arises from action or inaction on the part of a member of the administration at a
22 level above the principal or immediate superior, the aggrieved person shall submit such
23 grievance in writing to the Superintendent and the Association. If the Superintendent agrees
24 to waive Level 1; the processing of such grievance will be commenced at Level 2.
- 25 3. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing setting forth
26 the decision and the reasons therefore and will be transmitted promptly to all parties in interest
27 and to the President of the Association. Time limits for appeal provided in each level shall
28 begin the school day following receipt of the written decision by the parties in interest.
- 29 4. When it is necessary for a member of the Association or other representative designated by
30 the Association to attend a grievance meeting or hearing during the school day, the
31 representative will, upon notice to the Superintendent by the President of the Association, be
32 released without loss of pay as necessary in order to permit participation in the foregoing
33 activities. Any unit member whose appearance in such meetings or hearings as a witness is
34 necessary will be accorded the same right. All documents, communications and records
35 dealing with the processing of a grievance will be filed in a separate grievance file and will not
36 be kept in the personnel file of any of the participants. If any question arises as to the
37 arbitrability of the grievance, such question will be ruled upon by the arbitrator before the
38 arbitrator rules upon the merits of the grievance.

39 14.5 Release Time

- 40 14.5.1 Designated Representatives of CSEA, as provided for in Article 3: CSEA Rights, shall be provided a
41 reasonable amount of release time for the purposes of representation under the formal levels of this
42 Article.
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ARTICLE 15: SAFETY

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- 15.1 Normally, no unit member shall be required to work under unsafe conditions or to perform tasks which endanger the health, safety or well being of the employee.
- 15.2 Unit members shall advise their immediate supervisors as soon as they identify real or potential unsafe conditions.
- 15.3 The District will provide one pair of protective footwear to each unit member who is required by the District to use such footwear on the job. Replacement of footwear, after the initial pair is furnished, will be at District expense upon the request of the unit member or the immediate supervisor, subject to the approval and direction of the appropriate department director.
- 15.4 Custodians who perform work requiring protective shoes, as determined by the Director of Maintenance and Operations, will be provided appropriate initial footwear with replacement no earlier than every 24 months.

ARTICLE 16: MISCELLANEOUS

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3 16.1 Preparation and Distribution of Agreement

4 16.1.1 The District will prepare and deliver to CSEA sufficient copies of this Agreement to provide one (1)
5 copy for each member of the bargaining unit. The District will provide one (1) copy of the Agreement
6 to each new employee of the District who is employed in a bargaining unit position.

7 16.2 Training

8 16.2.1 Should the District require or approve a unit member's participation in any form of in-service training
9 program, the unit member shall suffer no loss of compensation. The unit member shall be
10 reimbursed for the total costs of tuition, fees, or books if any, when such costs are incurred as a result
11 of District approved or directed participation.

12 16.3 Personnel Files

13 16.3.1 Any unit member may upon reasonable notice to the District Human Resources and Development
14 Office review material in the employee's personnel files outside the employee's assigned duty hours
15 subject to the following:

16 16.3.1.1 Such material is not to include ratings reports or records which

17 (a) were obtained prior to the employment of the unit member involved;

18 (b) were prepared by identifiable examination or screening committee members; or

19 (c) were obtained in connection with a promotional examination.

20 16.3.2 Information of a derogatory nature, except material mentioned in 16.3.1.1, shall not be permanently
21 filed in the employee's personnel file until the unit member is given notice of such material and an
22 opportunity to comment thereon. Ten (10) working days shall be deemed an opportunity in this
23 instance during which time a unit member shall have the right to enter and have attached to any such
24 derogatory statement(s) the employee's own comments thereon. The opportunity for review shall, at
25 the request of the unit member, take place during the unit member's normal working hours without
26 loss of compensation.

27 16.3.3 The compliance with procedures set forth in this section shall be subject to the Grievance Article of
28 this Agreement; however, the content of any document in the unit member's personnel file shall not
29 be the subject of review under that procedure.

30 16.4 Miscellaneous

31 16.4.1 Volunteer Workers

32 The bargaining unit will be advised by the District prior to the use of volunteers in the schools. In the
33 use of volunteers, it is intended that the work to be performed is for the service over and above that
34 which current employee staffing allocation supports. The occasional use of volunteer labor shall not
35 be used to displace bargaining unit members or positions.

36 16.4.2 An agreed upon bargaining unit member will be on site working in partnership with the volunteers at
37 the time the volunteers are present. Said bargaining unit member shall be paid for this time worked
38 at the employee's appropriate rate of pay as per contract.

39 16.4.3 The parties recognize the desire by individuals and/or community groups to offer their donation of
40 work in order to perform incidental or cosmetic type work in an effort to improve the appearance of
41 school facilities. The District may accept the donation of work providing that it does not result in the
42 layoff or reduction of bargaining unit members or positions. The District agrees not to advertise for
43 donated work.

44 16.5 Public Service Programs

45 16.5.1 The District may participate in public service programs sponsored by local, state, and federal
46 agencies, including programs charged with performing incidental or cosmetic work in an effort to
47 improve the appearance of district facilities. Such programs shall not be used to displace bargaining
48 unit members or positions.

49 16.5.2 An agreed upon bargaining unit member will be on site working in partnership with the workers at the
50 time the workers are present. Said bargaining unit member shall be paid for this time worked at the
51 employee's appropriate rate of pay as per contract.

52 16.6 Contracting/Sub-Contracting Out

53 The District will implement the following procedures, developed jointly by the District and the
54 Association, when making decisions concerning the assignment of needed work to district employees
55 or an outside contractor.

56 16.6.1 The District will determine the project to be completed.

57 16.6.2 The District will reasonably ensure that similar projects that are expected to be completed in the
58 current fiscal year need not be combined into one project in accordance with applicable law.

59 16.6.3 Any project with a total man hour requirement in excess of 350 hours will be let to bid in accordance
60 with the Public Contracts Code, Section 20114.

61 16.6.4 Any project expected to exceed \$15,000 will be properly bid and let to the lowest responsible bidder,
62 in accordance with the Public Contracts code, Section 20111.

63 16.6.5 Any project not requiring bidding by outside contractors will be scheduled by the District, to be
64 completed by District personnel within a reasonable time period.

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- 16.6.6 The District will determine if current employees have the necessary skills and are available to complete the project within the established reasonable time period. If there are current employees with the necessary skills and availability, the project will be assigned to those employees.
- 16.6.7 No projects will be scheduled with such short timeline that the timeline creates the necessity to contract out the project.

ARTICLE 17: CONCERTED ACTIVITIES

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- 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or its officers, agents, or members, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 17.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward including all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit members who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 17.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.
- 17.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any unit member and/or CSEA.

ARTICLE 18: EFFECTS OF LAYOFF

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3 18.1 A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or
4 probationary classified employee from active service due to lack of funds and/or lack of work as a result of a
5 bona fide reduction or elimination of the service performed by any department or when re-employment,
6 reassignment or displacement (bumping) rights of an employee cause such an action.
7 18.1.1 Any reduction in regularly assigned time shall be considered a layoff under the provisions of this
8 Article.
- 9 18.2 Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in
10 which the layoff occurs.
11 18.2.1 The employee, who has been employed the shortest time in the class plus higher classes, shall be
12 laid off first.
13 18.2.2 Seniority will be determined by date of hire into the classification.
14 18.2.3 If two (2) or more employees subject to layoff have equal seniority, then the determination shall be
15 made by lot.
- 16 18.3 When a layoff of classified employees is anticipated by the administration and at least forty-eight (48) hours
17 before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing by
18 District mail of the proposed action. With such notification, the District will provide CSEA with an updated
19 seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be
20 reduced or eliminated and documents supporting the need for layoff. Upon written request, the District shall
21 meet with CSEA to discuss the proposed layoff.
- 22 18.4 Employees may challenge their place on the seniority roster by making objections to the administrator in
23 charge of Classified Personnel who shall review the objections and conduct an audit if requested and make
24 the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s)
25 involving such employee(s).
- 26 18.5 After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to
27 affected employees, to their last address given to the District, no less than sixty (60) calendar days prior to the
28 effective date of layoff. A termination interview with the administrator in charge of Classified Personnel may be
29 scheduled during normal working hours, if requested by the employee. A copy of each notice shall be
30 concurrently sent by District mail to the President of the CSEA local chapter.
- 31 18.6 If during the term of this Agreement it is determined, pursuant to Section 18.4 of this Article, that an employee
32 has been improperly laid off and would have been otherwise entitled to employment, said employee shall be
33 re-employed immediately upon discovery of the error and shall be reimbursed by the District for any loss of
34 salary. Additionally, seniority, step placement, vacation and sick leave hours shall be reinstated as if there
35 were no interruption in service.
- 36 18.7 A permanent or probationary classified employee who is laid off from a classification and who has previous
37 service in an equal or lower class shall have the right to bump an employee with less seniority in that class.
38 Seniority shall include the total of the previous service in the equal or lower class plus service in the class from
39 which layoff occurs and in higher classes.
- 40 18.8 A permanent or probationary employee who has been laid off for lack of work or lack of funds and after
41 exercising their bumping rights may accept a voluntary demotion to a vacant position in a lower class or
42 transfer to an equal class, provided that the employee is qualified to perform the duties thereof and provided
43 further that the Governing Board approves such reassignment. Such employees shall maintain their
44 reemployment rights as defined in this Article.
- 45 18.9 No regular employee shall be laid off from any position while employees serving under limited-term
46 appointment are retained in positions of the same classification unless the regular employee declines the
47 limited-term position.
- 48 18.10 Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39)
49 month period from the effective date of layoff and shall be re-employed in the reverse order of layoff, as
50 vacancies become available but after meeting the transfer and promotion provisions of the Agreement
51 between the District and CSEA.
- 52 18.11 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned
53 time shall be, at the employee's option, returned to a position in their former classification or to a position with
54 increased assigned time as vacancies become available but after meeting the transfer and promotion
55 provisions of the Agreement between the District and CSEA and for a period of sixty-three (63) months from
56 the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the
57 reemployment list(s).
- 58 18.12 An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the
59 District of openings. Such notice shall be sent by certified mail to the last address given to the District by the
60 employee. A copy of each notice shall be sent concurrently by District mail to the President of CSEA local
61 chapter.
- 62 18.13 An employee on a reemployment list shall have ten (10) calendar days to respond to an offer of reemployment
63 from the date of its receipt. Any acceptance by such employee of an assignment to a classification lower than
64 the classification from which the employee was laid off or to the same classification but with fewer hours shall
65 not affect the employee's original thirty-nine (39) month rights to reemployment in the employee's former
66 classification and with the same number of hours. An employee given offer of reemployment does not need to

1 accept reemployment to maintain eligibility on the reemployment list provided the employee notifies the District
2 of the refusal or acceptance of reemployment within ten (10) calendar days from receipt of the reemployment
3 offer. If the employee accepts reemployment, the employee must report to work within fifteen (15) calendar
4 days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment
5 offer.

6 18.14 Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is
7 subsequently re-employed by the District. Step placement on the salary schedule shall be the same as on the
8 layoff date.

9 18.15 Sick leave hours earned and unused at time of layoff shall be restored upon reemployment.

10 18.16 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with
11 the final warrant due the employee.

12 18.17 Employees to be laid off shall be permitted to use up to two (2) days of available personal necessity leave for
13 the purpose of seeking other employment.

14 18.18 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial
15 inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not
16 foreseeable or preventable by the Governing Board, without the sixty (60) calendar day notice to the affected
17 employees.

18 18.19 Each party has an unlimited right and opportunity to request and propose and the above Article on layoff
19 constitutes the entire understanding of the parties. Therefore, the District and CSEA each voluntarily and
20 unqualifiedly waive the right to bargain this and other impact bargaining subjects for the life of the Agreement.

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ARTICLE 19: SAVINGS PROVISION

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

ARTICLE 20: SUPPORT OF AGREEMENT

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

ARTICLE 21: EFFECT OF AGREEMENT

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21.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices 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.

ARTICLE 22: COMPLETION OF MEET AND NEGOTIATION

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22.1 Completion of Meet and Negotiation
Opening negotiations at times other than the terms currently specified in Article 23 may be done with the written consent of both parties.

ARTICLE 23: TERMS AND RENEGOTIATION

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- 23.1 This agreement shall remain in full force and effect from July 1, 2014, up to and including June 30, 2017, with reopeners of salary, benefits, and two additional articles from each party for 2015-2016 and 2016-2017.
- 23.2 No later than March 15, of each school year both parties shall submit to one another their complete proposal to amend this Agreement. Negotiations shall commence no later than April 15, or at a date mutually acceptable to the parties.
- 23.3 Negotiation sessions shall take place in mutually agreed upon locations at mutually agreed upon times on mutually agreed upon dates.
- 23.4 Either party may use the services of outside consultants.

ARTICLE 24: ANNUAL WORK DAYS

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24.1 AM/PM Kids on Campus

24.1.1 No later than ten (10) days prior to the commencement of each school year, the District shall post and keep posted a complete list of each AM/PM KOC position at each site, and the hours associated with each position-

24.1.2 No later than ten (10) days prior to the commencement of each school year, the District shall maintain one seniority list in the KOC Department which shall remain posted. This master seniority list shall be used for selecting KOC positions.

24.1.3 No later than two (2) days prior to the commencement of each school year, AM/PM KOC employees shall be allowed to bid for positions in seniority order, beginning with the leader most senior and proceeding in order of descending seniority. Disputes of equal seniority shall be determined by lot.

24.2 Paychecks

All classified employees (231 days or more/annum) will be paid in twelve (12) "equal" paychecks. Classified employees working 175,182, and 194 days/annum will be paid monthly for actual days worked.

ARTICLE 25: TRANSPORTATION

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- 25.1 Prior to the commencement of each school year, the District shall designate all home-to-school bus routes for the coming year as either (1) a special education route; or (2) regular education routes. These routes will include two inservice days.
- 25.2 At least four (4) workdays prior to the commencement of each school year, and prior to each bidding process, the District shall post and keep posted a complete and detailed list of each bus route available under categories listed in (1) and (2) above. The listing shall include the number of hours for each route and the bus number(s) available for the assignment/route. Each bus selected must be appropriate for the assignment/route. The District may change bus assignments when necessary due to changes in routes and equipment. Any changes implemented under this provision shall be completed on a seniority basis within the vehicle series required. The hours for each route shall include rest and other non-driving paid time. The stated number of hours per route shall indicate how much time is driving, how much is rest and meal breaks (if required) and how much is other non-driving paid time.
- 25.3 Prior to the commencement of each school year, the District shall maintain one seniority list in the Transportation Department which shall remain posted. This master seniority list shall be used for selecting all routes.
- 25.4 Prior to the commencement of each school year, the bidding process shall occur.
- 25.5 Transportation seniority will be determined by date of hire for bidding and routes.
- 25.6 Bus Drivers and Bus Driver Aides shall be allowed to bid for routes in seniority order, beginning with the Bus Driver/Bus Driver Aide most senior, and proceeding in order of descending seniority. If employees are hired on the same date, seniority shall be given to the employee with the greatest number of pre-employment substitute days as a Bus Driver/Bus Driver Aide in the San Marcos Unified School District.
- 25.7 All routes shall be re-bid as follows:
 - 1) End of September with a start date of October 1st.
 - 2) End of December with a start date of January 1st.
 - 3) End of March with a start date of April 1st.
- 25.8 At the beginning of each school year, the District shall maintain at least four (4) master field trip lists which shall be posted and shall remain posted at a location in the Transportation Department. All field trip work shall be completed on a voluntary basis.
 - 25.8.1 List (a) shall pertain to weekday field trips that begin in the morning.
 - 25.8.2 List (b) shall pertain to weekday field trips that begin in the afternoon.
 - 25.8.3 List (c) shall pertain to all overnight trips, all weekend field trips and holiday trips, except those covered by list (d).
 - 25.8.4 List (d) is voluntary, selected by seniority, (Bus Drivers/Bus Driver Aides sign up to participate). Trips pertaining to list (d) are normally held on "unassigned time," such as, but not exclusively, winter break and spring break. These trips shall consist of, for example, sporting trips, academic teams, or KOC (Kids on Campus).
 - 25.8.5 Each list except list (d) shall consist of members of the bargaining unit who are assigned as Bus Drivers/Bus Driver Aides listed in order of seniority based on date of hire.
 - 25.8.6 All known field trips (lists a, b, c, d) for the upcoming week (Saturday through the next Friday) will be posted on Monday by 9:00 am for selection on Tuesday. To expedite the bidding process, a selection preference sheet will be made available to employees to provide their field trip(s) selection. All field trips shall be selected in order of seniority on a rotating basis, provided that the selected field trip does not interfere with the bus driver's existing route schedule, excluding mid-day routes. Employees who are unable to select a trip due to their absence shall be skipped in this process. This process will continue until all field trips are selected. A field trip scheduled for seven and one-half (7 ½) or more hours may be selected even if it interferes with a Bus Driver's existing route schedule. The stated number of hours per field trip shall indicate how much time is driving, how much is rest and meal breaks (if required) and how much is other non-driving paid time.
 - 25.8.7 If a Bus Driver turns down three (3) field trips on any one (1) list, excluding list (d), during the six (6) month period January through June 30 or July 1 through December 31, the employee will not be offered a field trip from that list during the rest of that period.
 - 25.8.8 Every Bus Driver shall be entitled to a "twenty-four (24) hour pass" which means the Bus Driver may refuse a field trip from any list offered to them only twenty-four (24) hours prior to the trip, and this shall not be considered a turn down.
 - 25.8.9 If no one accepts a trip, a Bus Driver may be assigned or the trip may be covered by a non-unit member as determined by the District.
 - 25.8.10 Employees who are unable to select a trip due to other work assignments will remain in their current position on the rotation list for the next week's selection(s).

1 25.9 The District shall establish and maintain a seniority list of Bus Drivers and Bus Driver Aides who wish to work
2 during times of the year when they are not normally scheduled to work. Provided a Bus Driver or Bus Driver
3 Aide has indicated a desire to work and is properly certified, the District shall call a regular employee to work
4 before calling on any substitute. A regular employee, for purposes of this section, shall mean a probationary
5 or permanent regular member of the classified service. The work shall be selected on a rotating basis by
6 seniority.
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ARTICLE 26: NETWORK RESPONSIBILITY CONTRACT

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26.1 The District agrees to modify the San Marcos Unified School District Network Responsibility Contract to release all bargaining unit personnel from any liability including possible disciplinary, civil, or criminal actions, resulting from any student's misuse of the Internet or email on District computers.

ARTICLE 27: RECLASSIFICATION

27.1 Classification Study Review

A reclassification study may be initiated for one of the following three reasons and/or at the request of the District:

- (a) Requested review of currently filled positions
- (b) Review of positions that are vacated
- (c) Periodically planned audits of classified positions

27.2 Reclassification Procedures

27.2.1 A Request for Reclassification using the "Classification /Reclassification Request Questionnaire" may be initiated by an employee, supervisor, administrator, CSEA, or the Assistant Superintendent of Human Resources and Development. Requests must be submitted by December 30 for implementation on July 1 of the following year. Only one request within an eighteen (18) month period may be submitted for a reclassification of a specific position.

27.2.2 The completed Questionnaire will be submitted to the immediate supervisor/site principal or the Assistant Superintendent of Human Resources and Development for review. The Supervisor/Administrator will complete the Supervisor Review Form and forward the Supervisor Review Form, along with the completed Questionnaire, to the Assistant Superintendent of Human Resources and Development.

27.2.3 After receipt of the completed "Classification/Reclassification Request Questionnaire" and the Supervisor Review Form, the Assistant Superintendent of Human Resources will schedule a classification study. The Assistant Superintendent of Human Resources and Development will convene a six-member Reclassification Committee. The Reclassification Committee shall be comprised of three District Administrators selected by the Assistant Superintendent of Human Resources and Development and three classified employees of the District selected by CSEA. The District shall not appoint an administrator to the committee if that administrator has an employee that is up for review, CSEA shall not appoint an employee that is up for review or that supervises an employee that is up for review. The Reclassification Committee will be chaired by the Assistant Superintendent of Human Resources and Development. The Assistant Superintendent of Human Resources and Development will not vote on recommendations unless the committee is deadlocked. The Reclassification Committee will review the duties and responsibilities of the position for which reclassification has been requested.

27.2.4 The position evaluation may include the following factors:

- (a) Relationships with people including the extent and difficulty level of contact with other employees, parents, members of the public.
- (b) The amount and nature of discretion the position requires the employee to exercise and the impact such exercise of discretion has upon the school and the District.
- (c) Size of the organizational unit the position is assigned to.
- (d) The supervisory responsibility, if any, assigned to the position.
- (e) The level of responsibility and accountability, including the consequence of error.
- (f) Analytical ability and required originality.
- (g) Complexity and difficulty of work.
- (h) Knowledge, training and skills required.
- (i) Observation of work procedures and a study of related positions.
- (j) Onsite audit with the employee and the supervisor.

27.2.5 Upon completion of this review, the Reclassification Committee will vote on whether to recommend that the position be reclassified, and if so, the title, salary range placement and date of implementation. All recommended "reclassifications" shall be submitted to the Superintendent for approval.

27.2.6 The Assistant Superintendent of Human Resources and Development will provide the employee(s) affected by the classification study written notification of the recommendation. This shall be done within five (5) school days after the committee's recommendation is made.

27.2.7 If an employee affected by the classification study believes that there may be additional information about the position, duties and responsibilities that were not submitted with the "Classification/Reclassification Request Questionnaire," employee may appeal the action of the committee. This new/additional information must be submitted in writing within five (5) school days after the individual receives written notice of the Committee's recommendation. The employee must notify the Assistant Superintendent of Human Resources and Development that new information will be submitted and must provide the additional information in writing. The additional information will be evaluated by the reclassification committee. If the results of such a review result in a change in the recommendation of the reclassification committee, this change will be submitted to the Superintendent for approval.

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The signatures below indicate agreement between the Representatives of the San Marcos Unified School District and the San Marcos CSEA, Chapter 413 from July 1, 2014 through June 30, 2017.

[Signature] 12-14-15
Date

[Signature] 12/14/15
Date

[Signature] 12/16/15
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[Signature] 12/17/15
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