

# **CLASSIFIED EMPLOYEE**

## **COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2013 – JUNE 30, 2015**

**BETWEEN**

**MILPITAS UNIFIED SCHOOL DISTRICT**

**AND THE**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION AND ITS CHAPTER 281**

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the Governing Board of the Milpitas Unified School District (hereinafter referred to as District) and the California School Employees Association and its Milpitas Chapter #281 (hereinafter referred to as CSEA), pursuant to Chapter 10.7 Section 3540-3549 of the Government Code Act.

## **ARTICLE 2 - RECOGNITION**

The District confirms its recognition of CSEA as the exclusive representative for that unit of employees as set forth in the attached Appendix A.

## **ARTICLE 3 - SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and subsisting to the extent permitted by law, but all other provisions will continue in full force and effect. If an article of this Agreement is held contrary to law, then within 30 days the parties hereto agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for the article ruled contrary to law.

## **ARTICLE 4 - SUPPORT OF AGREEMENT**

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 and the District will support this Agreement for its term.

## **ARTICLE 5 - COMPLETION OF MEET AND NEGOTIATE**

Except as prohibited by law, the provisions of this article shall be within the limits of the Government Code and PERB decisions.

During the term of this Agreement, the parties expressly waive and relinquish their rights to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, unless the parties mutually agree and consent to negotiate a new subject during the life of the agreement.

## **ARTICLE 6 - EFFECT OF AGREEMENT**

Except as prohibited by law, the provisions of this article shall be within the limits of the Government Code and PERB decisions.

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 with the District.

## **ARTICLE 7 - WORK YEAR, WORK WEEK, OVERTIME**

- 7.1 Work Year: The work year for each employee shall be as specified by the Governing Board at the time of assignment. The three (3) staff development days for certificated employees required by the Instructional Time and Staff Development Reform Program (Education Code Section 44579 etc.) shall not be part of the work year for classifications with less than an 11-month work year, as determined by the District.
- 7.2 Work Day: The regular work day for full time employees shall be eight (8) hours, exclusive of lunch breaks. The regular work week shall not exceed forty (40) hours, Monday thru Friday. Upon employment each bargaining unit member shall be told work schedules, work site, work year, and name of supervisor.
- 7.3 Any proposed changes to an employee's start and end time shall be negotiated between MUSD and CSEA.
- 7.4 Summer Work Schedule: The District may establish a four (4) day, ten (10) hour work shift between the last and first days of the regular school year. Participation needs to be mutually agreed upon by both the employee and the immediate supervisor. If it is not mutually agreed upon, the employee will continue to work his/her existing work schedule.
- 7.5 Summer School Positions: When a bargaining unit position for summer school is available, the position shall be posted and filled so that any employee applicant is afforded an opportunity for extra work. After all employee applicants have been assigned to one position of their choice, the employee applicant will be eligible for a second position. The position shall be filled first by the applicant with the greatest seniority currently in the classification. Unit members who are assigned to a summer school position shall receive a pro-rated salary for the position being filled and pro-rated benefits. Insofar as is consistent with the law, all hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purpose of this Agreement.
- 7.5.1 Notice of anticipated summer school positions shall be posted as soon as practicable.

Overtime:

- 7.6.1 Overtime may be authorized only by the District Superintendent or persons so delegated by him or her. Overtime is defined to include any time worked in excess of eight (8) hours in any one shift or in excess of forty (40) hours in a calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Overtime shall be compensated at time and one-half of the employee's regular rate.
- 7.6.2 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive work day of four (4) or more hours during the work week. An employee having an average work day of less than four (4) hours during a work week shall for any work required to be performed on the seventh day following the commencement of his/her work week be compensated at a rate equal to one and one-half times the regular rate of pay.
- 7.6.3 When a unit member is required to work on any holiday, he/she shall be paid compensation, or given compensatory time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
- 7.6.4 Any overtime earned shall be compensated through regular pay channels or by mutual agreement between the unit member and the District, taken as compensatory time off. Compensatory time shall be computed as one and one-half hours for every one hour of time worked beyond an eight (8) hour work day. For part-time employees, compensatory time shall be equal to one hour for each hour worked over the employee's regularly scheduled time up to and including eight (8) hours; time worked beyond eight (8) hours shall be compensated at one and one-half hours for each hour worked. If compensatory time off is not granted within twelve (12) months following the month in which the overtime was worked, the overtime shall be compensated through regular pay channels.
- An employee shall not normally be allowed to accrue more than 12 hours of compensatory time off. A supervisor may allow on a case by case basis, at his/her discretion, accrual up to a maximum of 24 hours. If an employee has accrued 24 hours of compensatory time, it must be taken or compensated at the appropriate regular overtime rate of pay before the employee may accrue additional time off in lieu of overtime compensation. The site supervisor shall maintain a standardized log provided by the District for purposes of recording compensatory time owed and taken for each employee for whom s/he is responsible.
- 7.6.5 All overtime shall first be offered to unit members in the classification based on seniority, before offering it to any other classification. For planned overtime, each department or site will establish a seniority list by classification and rotate available overtime. If an employee is in that classification is offered overtime and

accepts or declines that overtime, they will then be put at the bottom of the list. If an employee accepts an offer of overtime, and later wishes to decline, the employee shall make every effort possible to provide the supervisor with 48 hours-notice. The District will first seek qualified substitute employees to fill the need for the extra work. If there are not qualified volunteers or substitute employees available, and if in the District's judgment, an employee is necessary to perform the extra work, then the District may assign employees to the extra work commencing with the least senior qualified employee.

7.7 Adjustment of Assigned Time: Any employees in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. The employee's assignment will be readjusted to his or her initial pre-adjustment assignment at the end of the work year if the additional time is no longer needed.

7.8 Lunch Periods: All employees who work at least five (5) hours shall be allowed an uninterrupted duty free lunch period. Employees who work six (6) or more hours shall take a lunch period. The specific time for such lunch periods shall be no longer than one hour, except for split positions, or less than one-half hour and shall be scheduled at or about the mid-point of each work shift. The supervisor shall schedule each employee's lunch period and will post a lunch break schedule for all employees of his/her site in a place visible to all employees; for example, a bulletin board or place where all employees sign in for work each day.

7.9 Rest Periods: All bargaining unit members shall be granted rest periods of which, insofar as practical, shall be in the middle of each work period at the rate

2 hours – 8 minutes	5 hours – 15 minutes
3 hours – 12 minutes	6 hours – 15 minutes & 8 minutes
4 hours – 15 minutes	7 hours – 15 minutes & 12 minutes
	8 hours – two (2) 15 minute breaks

Rest periods are part of the regular work day and shall be compensated at the regular rate of pay for the employee.

7.10 Call-In/Call-Back: When a bargaining unit member is called in beyond his or her regular working day or week to provide an emergency service to the District, he or she shall be guaranteed a minimum of three (3) hours compensation at the appropriate rate of pay.

7.11 Hours Worked: For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

7.12 Work Out of Classification: Any unit member assigned by his or her supervisor or member of higher management the job responsibilities of a higher paid position will receive the higher rate of pay (i.e., equivalent to at least a step increase over the employee's current pay rate) for all time worked while assigned that responsibility.

7.12.1 CDC Paraprofessionals Working Out-of-Classification

The parties acknowledge and agree that part of a paraprofessional's regular duties include assuming the responsibility of supervising CDC classes during certain times. However, in addition to this duty, when a qualified CDC teacher or teacher substitute is not available, a paraprofessional may be assigned the responsibility of directly supervising a CDC class.

When, in the CDC Director's discretion, it is necessary to assign a paraprofessional to serve in this capacity, paraprofessionals shall be paid an additional \$3.00 per hour for such classroom maintenance.

Violation of this agreement may be grieved under the grievance article of the collective bargaining agreement between the District and CSEA.

7.13 Distribution of Job Information: Upon initial employment and upon each change in classification, the affected unit member shall receive a copy of the applicable job description and current salary rate.

7.14 Classified Employees' In-Service Program: The District will initiate a Classified Employees' In-Service Program.

7.15 Child Abuse Reporting: The District shall comply with the provisions of the Child Abuse Reporting Act.

7.16 Fair Labor Standards: The District shall comply with the provisions of the Fair Labor Standards Act.

7.17 Substitute Positions: When substitutes are needed during the regular school year or summer school, a bargaining unit member who is currently in that classification or who has qualified as a substitute for that classification shall have first priority at substituting in that position. The substitute assignment cannot coincide with the employee's regular schedule and work hours.

## **ARTICLE 8 - COMMUNITY VOLUNTEERS**

The parties specifically agree that the District may utilize volunteers or non-District personnel including parents, members of the community and community businesses to perform work such as repair of buildings, playground equipment, refurbishment, construction or replacement of equipment or facilities.

It is recognized that such tasks could be considered covered by this Agreement, but so long as the use of such personnel does not eliminate positions of the bargaining unit, it will be permissible under the terms of this Agreement. This provision will not affect the use of public service personnel. (See ARTICLE 19).

The parties of this Agreement will review the volunteer projects under this selection related to impact upon the bargaining unit, if any, at their regular labor management meeting.

## **ARTICLE 9 - NO CONCERTED ACTIVITIES**

- 9.1 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 operation of the District by the Association or by 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.
- 9.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operation of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cease such action.
- 9.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 9.4 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 employee and/or the Association.
- 9.5 During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize a lockout of the employees covered by this Agreement.

## **ARTICLE 10 - SALARY AND BENEFITS**

### **10.1 Salary Increases:**

The parties agree that, the salary schedule (including longevity increments) shall be as set forth in Appendix B, which is attached to and incorporated into this Agreement.

1. For the 2014-15 school year, the salary schedule shall be increased by four percent (4%) across the board (base salary and longevity), retroactive to July 1, 2014. New overtime calculations will begin on April 1, 2015.

In May 2015 each employee shall receive a separate pay warrant for the 4% increase applied retroactively to the pay periods starting July 1, 2014 and ending March 31, 2015.

The 4% increase will be reflected in the regular pay warrant issued on April 30, 2015, and on-going.

This is accepted on contingency that if MTA should settle for something greater we will come back to the table.

2. As the Local Control Funding Formula set forth July 1, 2013 by the state of California is new and no longer rests on the concept of a COLA increase for school funding based on the average daily attendance, the current language that follows is no longer valid and shall be deleted:



- 10.2 Hourly Rate: The amounts indicated on the classified service salary schedule express rates of pay for full-time employees in dollars per calendar month. The equivalent hourly rate of pay for each monthly rate of pay indicated is computed by multiplying the monthly rate of pay by the factor 0.00574712 and dropping all figures past the second decimal.
- 10.3 Initial Placement: The Assistant Superintendent of Human Resources will determine initial placement on the salary schedule taking into account the individual's previous training and experience.
- 10.4 Anniversary Date: Any employee employed between the 1<sup>st</sup> and 15<sup>th</sup> day of the month shall have an anniversary date of the 1<sup>st</sup> day of the same month. An employee employed between the 16<sup>th</sup> and 31<sup>st</sup> of the month shall have an anniversary date of the 1<sup>st</sup> of the next month.
- 10.5 Salary Adjustments: Salary adjustments shall be made effective on the 1<sup>st</sup> of the month in which an adjustment is due.
- 10.6 Promotion-Salary: Upon promotion, the salary shall be adjusted to the appropriate step on the new range, based upon experience, training, and responsibility of position as recommended by the Superintendent's designee and approved by the Board of Education. Employees promoted to a higher salary classification shall be placed on the salary step which guarantees five percent (5%) above the salary step being received on the lower classification. When no such step of five percent (5%) increase exists on the salary schedule for the higher classification, the employee shall be placed on the step that comes the closest to the five percent (5%) increase.
- 10.7 Demotion-Salary: The demotion in the salary of the employee shall be adjusted to the range and step designated by the Governing Board in the demotion action.
- 10.8 Part-time Salary: Part-time employees whose days of service are independent of the days school is in session shall be paid a monthly salary that bears the same ratio to the salary to full-time employees, as their hours of service bear to the hours of service of full-time employees. Part-time employees whose days of service are dependent upon the days school is in session should be paid on an hourly basis.
- 10.9 Salary Adjustments:  
2011-2012: Each party shall be entitled to reopen on Article 10 – Salary and Benefits. For the purposes of this Article, reopening on compensation may include proposals related to the work year as provided in Article 7 of this Agreement.
- 10.10 Employee Benefits:
- 10.10.1 Health Plans:
- A. District shall determine the carriers, but shall provide comparable coverage. If the selected carrier ceases to provide comparable coverage, the District shall immediately contract for comparable coverage with an alternate carrier.

- B. The District's contribution to each full-time employee's health insurance (including dependents/domestic partners) shall be up to the maximum District approved Rate of \$820.87 per month, prorated for part-time employees, as defined in 10.10.6. The increase shall be effective as of January 1, 2014 and shall be compensated retroactively to each employee as applicable to his/her share for his/her insurance plan.
- C. District's maximum contribution as specified in section 10.10.1 B above shall not be increased during the term of this Agreement.

10.10.2     Dental Plan:

The District shall pay the total premium for each full-time employee's dental insurance (including dependents/domestic partners) for the Delta Dental Plan up to the yearly maximum benefit of \$2,100 for employees and dependents. The District shall include child orthodontia coverage up to \$1,000 per child. The District shall determine the carrier, but shall provide comparable coverage. If the selected carrier ceases to provide comparable coverage, the District shall immediately contract for comparable coverage with an alternate carrier.

10.10.3     Vision Care Benefit:

The District shall contribute the total premium cost of each full-time employee's vision care insurance (including dependents/domestic partners) for Vision Service Plan B with interim lens benefit, \$40.00 deductible examination and non-deductible materials.

10.10.4     Life Insurance:

The District shall pay the premium for \$10,000 life insurance for employees only.

10.10.5     The aforementioned benefits only apply to those employees who work twenty (20) hours per week or more.

10.10.6     Part-time Employees:

All employees working less than eight (8) hours per day will receive prorated District contributions based upon the number of hours said employee works as it related to eight (8) hours per day. Employees who currently are receiving full benefits and are working less than eight (8) hours per day shall continue to receive full benefits during the term of this contract.

10.11     Reimbursement:

10.11.1     Mileage Expense:

Unit members who are authorized by the Superintendent or his/her designee to use their automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel. The reimbursement rate shall be the same as that allowed by the Internal Revenue Service as a mileage rate.

10.11.2 Hotel Expenses:

Claims for hotel accommodations shall be the actual room rent charged or the maximum of \$40.00 per day per individual, except for conferences and meetings where the single room rate is more than \$40.00. In the event more than one person occupies a room, and the other person is not an employee of the District, the unit member shall be allowed the single rate for room occupancy.

10.11.3 Meals:

The maximum allowance of necessary meals shall be \$30.00 per day, except for conferences and meetings where meals are served and exceed the allowance. Receipts shall be required for all reimbursements. (Meal allowance: Breakfast-\$5.00; Lunch-\$10.00; Dinner-\$15.00.) Necessary meals are those meals which fall within the time span of the conference day. The allowance shall be adjusted on a daily basis based upon the number of necessary meals.

10.12 Professional Growth Benefits

10.12.1 Professional Growth Increment Requirements

10.12.1.1 Professional Growth Increments can be earned at the end of each year of service (9 units necessary).

10.12.1.2 Professional Growth Increments will be awarded after the employee has completed nine (9) units of approved study.

10.12.1.3 Professional Growth Increments may be earned by all bargaining unit members who work a minimum of two (2) hours per day.

10.12.1.4 Professional Growth Increments may be earned by completing the following or combination of the following:

1. Nine (9) units of work in junior college, university or State college.
2. Nine (9) units of work in adult education.
3. Nine (9) units of work in in-service training programs (trade classes).
4. Courses approved by the Classified Professional Growth Committee, Superintendent, and Board of Education.

10.12.1.5 Professional Growth Increments based upon completion and approval of the above requirements will be \$200 for employees who work four (4) hours or more per day and \$100.00 for employees who work between two (2) and four (4) hours per day. This amount will be added to the annual salary of the employee beginning with the next succeeding fiscal year after completion of the Professional Growth Increment.

10.12.2      Units - Professional Growth Requirements:

10.12.2.1      Of the initial nine (9) units for Professional Growth Increments, seven (7) units must relate directly to the employee's specific classification or area of employment in the District.

10.12.2.2      One (1) unit (or one semester) normally represents one hour per week during one semester in lecture or recitation work with necessary preparation time, or three (3) hours per week in laboratory or other work not requiring homework or other preparation.

10.12.2.3      Credit for classes in adult education or other approved educational experience will be equated as follows:

<u>Total Hrs. in Ad. Ed.</u>	<u>Prof. Growth Units Granted</u>
10-15 hrs.	1
16-25 hrs.	2
26-35 hrs.	3
36-45 hrs.	4
46-58 hrs.	5

10.12.2.4      It is the responsibility of the classified employee to apply for professional growth credit and verify completion of course work with the Human Resources Office.

10.12.2.5      All professional growth candidates taking courses in adult education must obtain a certificate of completion with competencies defined.

10.12.2.6      Courses taken as Trade Extension Classes for individuals may be taken for credit when the course is directly related to the individual's area of employment. No credit for classes held during the working day will be credited if the employee is being paid for other services at the time, without prior approval of the Superintendent or his/her designee.

10.12.2.7      An official transcript, verified grade card, or instructor's signed statement covering work must be completed and on file in the Human Resources Office not later than June 30.

10.13 Longevity:

10.13.1 Recognition for years of service in the District (Longevity). The following salary increases, over and above any increases or benefits already scheduled, are to be given to all employees in the classification involved, effective July 1, 2007.

10.13.1.1	After completion of seven (7) years of service per month.....	\$36.00
10.13.1.2	After completion of ten (10) years of service per month.....	\$85.00
10.13.1.3	After completion of thirteen (13) years of service per month.....	\$150.00
10.13.1.4	After completion of sixteen (16) years of service per month.....	\$228.00
10.13.1.5	After completion of nineteen (19) years of service per month.....	\$326.00
10.13.1.6	After completion of twenty-two (22) years of service per month.....	\$445.00
10.13.1.7	After completion of twenty-five (25) years of service per month.....	\$587.00
10.13.1.8	The indicated monthly amounts are cumulative.	

10.13.2 The longevity increments will be increased by the average annual percentage adjustment that is made for wages under this Agreement.

10.13.3 Unit members working eight (8) hours on December 1, 1984 who, during the term of this Agreement have their work hours reduced to less than eight (8) hours subsequent to December 1, 1984, shall continue to receive their longevity pay without proration.

10.14 Reclassification:

CSEA has the right to request the District, during the term of this Agreement, that a position or group of positions within the bargaining unit be studied for possible reclassification as a result of the gradual increase of duties being performed by the incumbent in such positions. Application requests for the individual reclassification must be complete and turned in to the Human Resources department by November 1 for fall consideration and March 1 for spring consideration. The procedure in Appendix D will be followed. Applications for "Class-action" type requests will be accepted any time during the year and processed through labor management. Human resources in consultation with the CSEA President will establish a team approach in examining the work of employees in the classification in order to gather data for the class action reclassification.

If the District determines that any position in the bargaining unit should be reclassified, then notice of that reclassification will be sent to CSEA and upon CSEA's request, and

within twenty (20) work days of said notice, the parties will meet to negotiate the effects of such reclassification. If after a reasonable period of time the parties are unable to completely resolve their differences concerning the effects of such reclassification, then the parties agree to submit a request to the California State Conciliation Service for the assistance of a mediator who will mediate the dispute in an effort to assist the parties in resolving their differences. If after a reasonable period of mediation the parties are still not able to resolve their differences, then the parties agree to make a presentation to the Board concerning their position on the issues in dispute and the Board will make a final binding decision concerning the effects of the reclassification.

10.15 Bilingual Compensation:

Upon verification by the employee's supervisor, classified employees who have passed the District's bilingual test and who, on a daily and regular basis, use their bilingual skills when interacting with parents and community members, will receive compensation one range above their regular assigned classification. Documentation will be required to determine daily and regular use. (maintain log) If the district demonstrates to the Union based on logs, that the skill is no longer used on a daily and regular basis, this compensation will be terminated. If the compensation is terminated, then the employer will no longer request or require the employee to use bilingual skills. When an employee changes positions, the use of bilingual skills will need to be re-established in order to maintain the bilingual compensation.

## **ARTICLE 11 - VACATION LEAVE**

- 11.1 Except as provided in this article, each unit member compensated on a monthly salary basis shall earn during the fiscal year, one regular working day of vacation leave with pay for each calendar month worked to a maximum of twelve (12), except each unit member compensated on a monthly basis shall be entitled to seventeen (17) days vacation with pay after five (5) consecutive years of employment and shall be entitled to twenty-two (22) days vacation with pay after ten (10) consecutive years of employment.

### 12-Month Employee

1 - 5 years	12 vacation days
6 - 10 years	17 vacation days
over 10 years	22 vacation days

### 11-Month Employee

1 - 5 years	11 vacation days
6 - 10 years	15.58 vacation days
over 10 years	20.16 vacation days

### 10-Month Employee

1 - 5 years	10 vacation days
6 - 10 years	14.16 vacation days
over 10 years	18.33 vacation days

### 9-1/2 Month Employee

1 - 5 years	9.5 vacation days
6 - 10 years	13.45 vacation days
over 10 years	17.41 vacation days

Vacation leave shall be pro-rated for unit members who work on a regular monthly basis for less than eight (8) hours per each working day or less than forty (40) hours per working week and shall be pro-rated for unit members who are employed for less than twelve (12) months. (i.e., unit members regularly employed four (4) hours per day would earn one-half day of vacation per month. Unit members who are employed for ten (10) months on a full-time basis would earn ten (10) days of vacation.) Unit members who are assigned to a summer school position shall earn vacation on a pro-rated basis.

- 11.1.1 Vacation leave shall be taken during the fiscal year it is earned. All vacation periods shall be requested through the Absence Request System in advance, with the unit member's immediate supervisor so as to continue the performance of necessary work. Final approval of all vacation requests shall be made by the District Superintendent or designee and shall not be unreasonably denied. The District shall provide a sign off sheet for Mandatory vacation days during the winter break for non-school site employees and winter and spring break for all employees who work less than twelve (12) months. If a vacation request is denied, there shall be a written request as to why.
- 11.1.2 Vacation will be advanced on July 1 of each fiscal year, however, it will continue to be earned on a monthly basis. The unit members shall be required to have their vacation balance at zero (0) days in order to receive the entitlement allowed by this contract section. For balance above zero (0), refer to Section 11.7.
- 11.2 Earned vacation is calculated as follows:  
Multiply number of days in paid status (including \*holidays) times the number of hours worked per day times your vacation accrual rate (VAR). FORMULA: Number of days in paid status times number of hours worked per day times VAR. Refer to the Board Approved Classified Employee Calendar.
- 11.3 When a unit member is terminated for any reason, he/she shall be entitled to all vested vacation pay earned and accumulated up to and including the effective date of the termination. If a unit member uses advanced vacation and separates from the District prior to earning the vacation, the amount will be deducted from the final paycheck or he/she will be responsible to reimburse the District.
- 11.4 Unit members who make three good faith attempts to make vacation requests, not approved by the District, shall be allowed to carryover the unapproved vacation to the next fiscal year, without applying the provisions of 11.7. Good faith attempts will be documented by application for vacation time by the employee at least three times during the work year.
- 11.5 Interruption of Vacation:  
A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Article without a return to active service, provided the employee supplies notice and supporting information satisfactory to the District regarding the basis of such interruption or termination.
- 11.6 Rotation of Vacation:  
Rotation of vacation periods shall be enforced when there is a conflict between members of the bargaining unit.



- 11.7 Unit members shall earn vacation leave at the rate specified in 11.1 above until the amount of vacation leave accumulated equals the total amount of annual vacation leave which unit members may earn under 11.1 above. Once a unit member has accumulated the total amount of vacation leave allowed by 11.1 above, unit members shall earn vacation leave at the minimum rate specified by Education Code Section 45197(b) until such time as the unit member reduces his/her accumulated vacation leave below the total annual amount provided in 11.1 above.

When the unit member reduces his/her accumulated vacation leave below the total annual amount provided in 11.1, the unit member will again begin to earn vacation at the rate provided by 11.1, effective the first day of the following month.

- 11.7.1 No later than ten days prior to the end of the fiscal year, nine and one-half (9-1/2) month employees and ten (10) month employees working in positions normally assigned substitute replacements for day-to-day absence may elect to receive payment for all accrued but unused vacation time earned by the employee during that fiscal year; **PROVIDED** however, that any employee who so elects may not use vacation in advance of its accrual during the subsequent fiscal year.
- 11.8 Each work site shall maintain a vacation/sick leave logbook for review by a unit member of their information only. This log shall contain current information on the unit member's vacation and sick leave hours. These logs need to be available at the minimum of four times a year. The first one being the beginning balance, two interim statements and the ending balance for that fiscal year.
- 11.9 Winter Break:  
Employees shall use up to five (5) days of their accrued vacation during the District's Winter Break plus the assigned day in lieu of "Admission's Day" and the additional local holiday declared by the Governing Board. (The date during the winter recess in which the additional holiday shall be observed shall be subject to mutual agreement between the District and CSEA.)

## **ARTICLE 12 – HOLIDAYS**

The following holidays shall be observed as legal or local holidays with pay for classified employees:

Independence Day  
Labor Day  
Admission Day (alternate day mutually agreed to by CSEA and District)  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday

Friday during Spring Vacation (unless mutually agreed to otherwise between CSEA and the District)  
Commemorative Day for Spanish Speaking Cultures  
Memorial Day  
Floating holiday (during Winter Break on a day mutually agreed to by CSEA and the District)

When a legal or local holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be the holiday in lieu of the day observed. When the holiday falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday.

**Additional Holidays:**

Every day declared by the President or Governor of this State as provided for in subdivision (b) and (c) of Section 37220 for a public fast, Thanksgiving or holiday or any day declared under Education Code Sections 1318 or 37222 or their successors shall be a paid holiday for all employees in the bargaining unit.

Those holidays falling within a vacation period shall not constitute a vacation day.

An employee on a normal work schedule who is required to work on a holiday shall be regarded as having worked authorized overtime and shall be compensated accordingly.

**Holiday Eligibility:**

An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the school holidays during December 24, December 25, December 31, January 1 or Spring Vacation shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**ARTICLE 13 – LEAVES**

Member of the immediate family as used in this section means: mother, mother-in-law, father, father-in-law, husband, wife, domestic partner, brother, sister, brother-in-law, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, step-parents, step-children or any other relative living in the immediate household of the employee, or any relative or guardian with whom the employee has lived for a significant period of them. When the term “domestic partner” is used in this Agreement, the term shall be used as defined under the Family Code section 297 governing the establishment of domestic partnerships.

**13.1 Leave of Absence for Illness or Injury**

- 13.1.1 A classified employee employed for five (5) days per week, who is employed for a full fiscal year, by this School District is entitled to twelve (12) days of absence for illness or injury, exclusive of all days he/she is not required to render service at the District. A classified employee employed five (5) days per week, who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12), with full pay. A classified employee, employed less than five (5) days per week is entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per

week bears to five (5), with full pay. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence, for illness or injury need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the employee's work year.

However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

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

The employee shall satisfy his/her immediate supervisor that he/she is in fact ill or injured and entitled to leave according to this section and shall constitute the manner of proof required by the Governing Board.

- 13.1.2 Unit members may use up to six (6) accumulated or available sick leave days to care for an ill child, parent, spouse, or domestic partner as provided for by Section 233 of the California Labor Code.

13.1.3 Industrial Accident or Injury

Absence due to accident or illness as the direct result of employment shall entitle the employee to sixty (60) days industrial leave without loss of pay during any one fiscal year for the same accident under the following conditions:

- 13.1.3.1 The employee must have been employed on the date the law became effective, October 31, 1963. All employees hired after October 31, 1963 must have been employed for nine months to be eligible for this benefit.
- 13.1.3.2 Industrial accident or illness leave shall commence on the first day of absence.
- 13.1.3.3 The employee shall not receive more than his/her regular per diem rate of pay. Indemnity checks under compensation insurance will be given to the employee and that amount will be deducted from the employee's gross pay.
- 13.1.3.4 Industrial accident or illness leave shall be reduced by one day for each authorized absence regardless of temporary disability indemnity award. Upon termination of the indemnity accident or illness leave, the employee shall be entitled to benefits under sick leave and vacation agreements.

- 13.1.3.5 The administration of the School District shall provide such regulations as are necessary to implement this section and provide the necessary controls thereon.
- 13.1.3.6 Any employee receiving benefits as a result of this contract shall, during the period of illness or injury, remain within the State of California unless the Governing Board authorizes travel outside the State. Such employee shall be required to report to his/her supervisor, who in consultation with the employee's medical advisor, may assign the employee to such other work as may be performed without aggravation to the employee's condition. At any time that an employee on Industrial Accident or Illness Leave has been medically released to return to work he/she shall be reinstated to his/her position, subject to Article 18 "TRANSFERS", without loss of pay or benefits.
- 13.1.3.7 Unit members shall have a right to see their own physician consistent with California Education Code regarding industrial accident or injury.

#### 13.1.4 Extended Sick Leave

When an employee is absent from his/her duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall be the employee's regular rate of pay minus the sum actually paid a substitute employee employed to fill his/her position during the absence, after all other paid leave is exhausted.

Entitlement to sick leave provisions under this section shall be used concurrently with all paid leaves, accumulated comp time and earned vacation time. This entitlement is a one time entitlement each year for a maximum of one five-month period.

If, at the termination of the five-month sick leave period, the employee is not medically able to resume the duties of the position, he/she may apply to the Board for an unpaid medical leave of up to six months. If granted, this six months unpaid leave period may be extended by the Board for up to two additional six month periods for a maximum of 18 months leave. Absent request for or approval of such unpaid leave, if the employee is medically unable to resume his/her duties at the conclusion of the five-month leave period, the employee will automatically be placed on a 39-month reemployment list in accordance with the Education Code.

#### 13.2 Bereavement Leave of Absence

Every classified employee of this District is granted necessary leave of absence, not to exceed three days, or five days if out of state travel is required, with pay, on the death of any member of his/her immediate family as that term is defined in this article.

### 13.3 Leave of Absence to Appear in Court

Leaves of absence shall be granted to every classified employee to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about by the misconduct of the employee. Such leave is granted with pay.

### 13.4 Other Leaves

Nothing in this contract shall prevent the Governing Board from granting such other reasonable and just leaves of absence with or without pay as are permitted by law. All paid and unpaid leaves of absence must be taken concurrently to the extent permitted by law.

### 13.5 Leave for Pregnancy Disability

Classified employees are entitled to use leaves of absence for illness or injury as set forth in this contract for disabilities caused or contributed to by pregnancy, miscarriage, child birth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leaves shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District administration may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

### 13.6 Use of Sick Leave in Cases of Personal Necessity

13.6.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the unit member, at his/her election, upon prior approval in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, and that necessitates immediate attention and cannot be taken care of after work hours.

A maximum of seven (7) days of accumulated leave may be used in any school year for personal necessity leave.

A unit member requesting personal necessity leave shall obtain prior approval and submit a completed personal necessity leave request form verifying the reason for the personal necessity leave in triplicate to the supervisor within three (3) working days, when possible, prior to requesting the leave. One copy will be retained by the supervisor. One copy of the request form will be returned to the unit member. All requests for said leave shall be forwarded to the District Office. The approval or disapproval of the leave shall be determined on the basis of the aforementioned criteria by the Superintendent or designee.

- 13.6.2 Request for Personal Necessity Leave giving as a reason “No Tell” shall be granted and the unit member shall not be required to explain the reason providing the duration is no longer than three (3) days each school year with each absence being for no longer than one day at a time. No Tell days may not be taken immediately before or after a holiday.
- 13.6.3 If the District reasonably suspects abuse of these leaves, the District shall have the option of proceeding to investigate such abuse and disciplining any unit member.
- 13.6.4 Any Personal Necessity Leave, even if approved, may not be used for the following reasons:
  - 13.6.4.1 Outside commercial interests or commitments of the employee or his/her spouse.
  - 13.6.4.2 Conventions, meetings, workshops (except for C.S.E.A. events which the unit member attends in an official capacity).
  - 13.6.4.3 Socially oriented activities.
  - 13.6.4.4 College attendance and registration.
  - 13.6.4.5 Political activities.
  - 13.6.4.6 Charitable activities (exception will be considered by direct appeal to the Superintendent).
  - 13.6.4.7 Athletic and recreational activities.
  - 13.6.4.8 Matters of personal convenience, such as, but not limited to:
    - 13.6.4.8.1 Travel time prior to and after holiday and vacation periods.
    - 13.6.4.8.2 Participation outside of the District as a consultant or as a workshop participant.

13.7 Military Leave

Any unit member who enters the active Military Service of the United States or the State of California shall have all the Military leave rights guaranteed under the Military and Veterans Code.

13.8 Unpaid Family and Medical Care Leaves

Leaves may be taken for the birth, adoption or foster care of an employee’s child; or the serious illness of an immediate family member or the employee consistent with the provisions of the Federal and Medical Leave Act of 1993 and the California Family Rights Act of 1991, and any subsequent amendments thereto. Both the District and the bargaining unit members will comply with all of the requirements and limitations of the law.

## **ARTICLE 14 - LABOR MANAGEMENT COMMITTEE**

- 14.1 The parties to this Agreement agree to continue with the Labor-Management Committee. Unless mutually agreed otherwise, said committee will meet at least monthly during the term of this Agreement at mutually agreed times and places to discuss any matters that might arise under Government Code 3540, et.seq. The committee will be composed of the California School Employees Association (C.S.E.A.) Representative, Chapter President and two (2) other bargaining unit member from the Milpitas Chapter #281 and the Assistant Superintendent of Human Resources and up to two (2) members of management.
- 14.2 CSEA and Chapter 281 shall receive copies of minutes of all Labor Management meetings within a reasonable period of time following said meeting.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.1 A "grievance" is an allegation by a unit member, job steward, or CSEA acting on behalf of a named unit member(s) that there has been a violation, misinterpretation or misapplication of the specific provisions of this agreement. Elected officials of CSEA may file a grievance on behalf of CSEA alleging a violation, misinterpretation, misapplication or omission of any part or all of Article 24 "ORGANIZATIONAL RIGHTS" and Article 22 "ORGANIZATIONAL SECURITY." Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district are not within the scope of this procedure. In addition, a group grievance may be filed if a grievance involves the same or similar factual situation and the same District management employee, provided the claim is signed or initialed by those involved in the group grievance.

A "day" is a day in which the central administrative office of the District is open for business.

A "workday" is any day in which an employee is required to be performing duties for the District.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

The "grievant" may be any unit member of the District or CSEA acting on behalf of a named unit member(s) covered by the terms of this agreement.

- 15.2 Informal Level

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

Formal Level

- 15.3.1 Level I: Within ten (10) workdays after the employee should have become aware of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Within the above time limit, either party may request a personal conference with the other party. These conferences shall be scheduled during the grievant's regularly scheduled work day, unless otherwise mutually agreed and the grievant and a CSEA representative (if requested by the grievant) shall be released from their work duties to attend such conferences.

- 15.3.2 Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the District Human Resources Officer or designee within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The District Human Resources Officer, or designee, shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the District Human Resources Officer, or designee, may request a personal conference within the above time limits. These conferences shall be scheduled during the grievant's regularly scheduled work day, unless otherwise mutually agreed, and the grievant and a CSEA representative (if requested by the grievant) shall be released from their work duties to attend such conferences. If the District Human Resources Officer, or designee, does not respond within the time limits, the grievant may appeal to the next level.

- 15.3.3 Level III: If not satisfied with the decision at Level II, the grievant may, within ten (10) days, submit a request in writing to the Superintendent or his/her designee for a decision. This should include a copy of the original grievance, the decision rendered at Level I and Level II and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. These conferences shall be scheduled during the grievant's regularly scheduled work day, unless otherwise mutually agreed, and the grievant and a CSEA representative (if requested by the grievant) shall be released from their work duties to attend such conferences. If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next level.



15.3.4 Level IV: If the aggrieved is not satisfied with the disposition of the grievance at Level III, or if the time limits expire without issuance of the Superintendent's written reply, the Association, within ten (10) days may submit the grievance to final and binding arbitration. In such cases, the parties shall request a list of arbitrators from the California Conciliation Service.

- 15.3.4.1 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator.
- 15.3.4.2 The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contractual interpretation.
- 15.3.4.3 If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the District and the aggrieved.
- 15.3.4.4 A representative of the Association and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list by both parties.
- 15.3.4.5 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days, unless mutually agreed otherwise.
- 15.3.4.6 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The arbitrator's award shall be final and binding on both parties.
- 15.3.4.7 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. A copy of the award will be submitted to the Superintendent, the aggrieved and the Association.

- 15.3.4.8 All costs for the services of the arbitrator, including but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the aggrieved. All other costs will be borne by the party incurring them.

#### 15.4 General Provisions

- 15.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 15.4.2 In the event a grievance is filed at such time that it cannot be processed through all levels of procedure by the employee's last working day of the year, the time limits set forth herein will be reduced upon mutual agreement, so that the procedure may be completed prior to the end of the year, or as soon thereafter as it is practicable.
- 15.4.3 An employee may be represented at all stages of procedure up to arbitration by himself/herself and/or at the member's option, by legal counsel and/or by representatives of the Association.
- 15.4.4 The parties in interest agree to make available to each other all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- 15.4.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.
- 15.4.6 When the aggrieved is not represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views of the grievance at all steps of the procedure.
- 15.4.7 No party shall take reprisals affecting employment status of any member of the unit, party in interest, any Association representative, or any other participant in the procedure by reason of such participation.
- 15.4.8 Any record(s) pertaining to a grievance shall be kept in a file separate from the aggrieved's official District personnel file.
- 15.4.9 If the Association and the Superintendent, or the Superintendent's designee agrees in writing, the grievance may be brought directly to arbitration.

#### **ARTICLE 16 - DISCIPLINARY ACTION PROCEDURE**

- 16.1 Application: This article applies to permanent unit members only. Discipline shall be imposed upon permanent bargaining unit members consistent with this article.

- 16.2 Discipline: Discipline under this article is defined as follows:
- 16.2.1 Suspension: Suspension is temporary removal from the employment of the District (with or without pay) for a specified period of time, not to exceed thirty (30) work days.
  - 16.2.2 Involuntary Demotion: Involuntary demotion is placement in a lower classification.
  - 16.2.3 Dismissal: Discharge from the employment by the District.
- 16.3 Progressive Steps: In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. It is recognized that not all steps should be utilized in all cases. Progressive steps may be as follows:
- 16.3.1 Warnings: Except in those situations where an immediate suspension is justified, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned by the supervisor. Such warnings may be verbal or in writing.
    - 16.3.1.1 Verbal Warning: A verbal warning is a conference between the supervisor/manager and the employee, separate from informal and/or ongoing worksite dialogue.
    - 16.3.1.2 Written Warning: A written warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action. A copy of any written warning shall be sent to the Chapter President unless otherwise requested by the unit member. The supervisor, normally, shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action.
  - 16.3.2 Suspension
  - 16.3.3 Involuntary Demotion
  - 16.3.4 Dismissal
- 16.4 Causes: Permanent employees shall be subject to disciplinary action for just cause.
- 16.5 Written Notice: When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. A copy of the notice shall, at the same time, be delivered to CSEA. The notice shall include:

- 16.5.1 A Statement of the specific charges against the employee written in ordinary and concise language. The statement shall include the cause and the specific acts and/or omissions, including times, dates and location, on which the disciplinary action is based.
- 16.5.2 The penalty.
- 16.5.3 A copy of any relevant documents upon which the charges are based.
- 16.5.4 The right to respond to the charges, either orally or in writing, at the unit member's discretion, to the Superintendent or designee at the time of notification of the charges; with a right to have representation at such a meeting.
- 16.5.5 Notice of appeal rights as set forth in this article.
- 16.6 Notice/Request: Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Personnel Office.
- 16.7 Emergency Suspensions:  
CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would, in the judgment of the Superintendent or designee, be a danger to the lives, safety or health of students, or fellow employees, the District may immediately suspend. Such suspension shall be with pay until the employee has been given the written notice described in 16.5 above. Thereafter the employee may be suspended with or without pay.
- 16.8 Suspensions:
- 16.8.1 If a suspension is to be longer than ten (10) working days, the unit member shall be accorded the rights of Section 16.5 prior to the commencement of the suspension.
- 16.8.2 If the suspension is for ten (10) working days or less, the unit member may be notified in writing of the suspension by the Superintendent or designee, and shall be accorded the rights of Section 16.5 within five (5) working days after commencement of the suspension.
- 16.8.3 If a unit member elects to appeal a suspension, he/she must submit a request to the Superintendent or designee seven (7) working days after receipt of the notice of suspension. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Superintendent or designee shall rule on the request within fourteen (14) working days. He/she may sustain, revoke or modify the suspension. If the unit member wishes to appeal his/her suspension further, he/she may appeal to Arbitration within seven (7) working days after service of the Superintendent or designee's decision.

Failure to file a timely appeal to Arbitration constitutes a waiver of appeal rights. The dispute will proceed to arbitration under the procedures in Article 16 of this Agreement.

16.8.4 If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of the suspension that is rescinded.

16.9 Dismissal:

If a unit member elects to appeal a dismissal, he/she must submit a request to the Superintendent or designee seven (7) calendar days after receipt of the notice of dismissal. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Superintendent or designee shall rule on the request within fourteen (14) calendar days. He/she may sustain, revoke or modify the dismissal.

If the unit member wishes to appeal his/her dismissal further, he/she may appeal to Arbitration within seven (7) calendar days after service of the Superintendent or designee's decision. Failure to file in a timely appeal to Arbitration constitutes a waiver of appeal rights. Upon receipt of a request for a hearing regarding a dismissal, the dispute will proceed to Arbitration under the procedures in Article 15 of this Agreement.

16.10 Grievance Rights:

16.10.1 The discipline process (specifically, sections 16.2 through 16.2.3) is subject to the Grievance Procedure of Article 15 of this Agreement. The arbitrator can require the District to comply with the procedure outlined in this Article if the District has failed to follow this procedure.

16.10.2 The arbitrator may also review, if requested in the appeal, the determination that there was "just cause" for the penalty and the penalty is not inappropriate for the offense.

16.10.3 The arbitrator's decision shall be advisory to the Governing Board.

**ARTICLE 17 - PERFORMANCE REVIEW**

Introduction: The primary purpose of the Performance Review is to help the employee develop skills necessary to achieve goals that have been mutually discussed. The District and the Association believe Performance Reviews should be meaningful to the employer and employee, by providing an effective communication process to make employees successful. This process should provide struggling employees with a plan regarding areas in need of improvement. It should also enable successful employees and their supervisors to discuss an employee's job performance, his/her professional goals as they relate to the goals of school sites/departments, information about employee contributions, and District support in the work place.

The following procedure is intended to meet these purposes by establishing two kinds of reviews. First, the **FORMAL REVIEW** system is for newer employees, employees in need of improvement, and employees (or evaluators) who request a more structured process. Second, the **INFORMAL REVIEW** system is for employees who “exceed requirements” or “meet requirements” in all performance areas listed on the formal review form. Employees who receive three satisfactory formal reviews, may be reviewed every other year through the informal review process. Current employees that are on informal review will automatically qualify for the every other year informal review, subject to section 17.6.

- 17.1 All reviews shall be reviewed and discussed by the evaluator with the employee. As used in this Article “evaluator” means the administrator or supervisor responsible for reviewing the performance of the employee.
- 17.2 Any area the supervisor marks as “needs improvement” or “unsatisfactory” shall also give, in writing, the specific reason why so marked and shall give the employee specific suggestions for meeting the standard of the position. When three (3) or more items are marked “needs improvement” or “unsatisfactory” on a formal review, an additional formal review shall be completed at the end of two (2) months. Failure to show satisfactory improvement within a reasonable time period constitutes just cause with the meaning of Article 16 of this Agreement.
- 17.3 The probationary period for new employees shall be nine (9) months. Such employees shall be formally reviewed at least twice during this probationary period with the first review occurring prior to the end of the fifth month of employment.
- 17.4 The probationary period for a current employee serving in a new classification shall be six (6) months.
- 17.5 Permanent employees shall be reviewed (formal or informal) annually by January 31<sup>st</sup>.
- 17.6 Formal/Informal review shall be made when requested by the employee or when the supervisor deems appropriate.
- 17.7 All performance reviews shall be on the District’s form. The person being reviewed and the evaluator shall sign the performance review. The employee’s signature indicates only receipt of the performance review and knowledge of its contents, and does not necessarily indicate agreement with all factors of the performance review.
- 17.8 The original copy of the performance review shall be given to the person being reviewed and another copy shall be placed in his/her personnel file and shall be made available to the Governing Board in closed session upon request. The employee shall have the right to respond to any part of the performance review within ten (10) working days prior to the performance review being placed in the personnel file. Such response shall be attached to the performance review.
- 17.9 The District and the Association agree to meet during Labor Management meetings to discuss and recommend changes to the existing performance review forms within sixty (60) days following the execution of this Agreement.

## **ARTICLE 18 - TRANSFERS/PROMOTIONS**

### **18.1 Definition:**

- 18.1.1 Transfer: A transfer is a change in a work location within the employee's same job classification.
- 18.1.2 Involuntary Transfer: The District may involuntarily transfer any unit member so long as said transfer will maintain the efficient operations of the District and is in the best interest of the District.
- 18.1.3 Promotion: A promotion is a change in the employee's job classification to a classification with a higher range as provided in Appendix A.
- 18.1.4 Demotion: A demotion is the reassignment to a classification in a lower salary range.

### **18.2 Notice of Vacancies**

- 18.2.1 A unit member on leave, or layoff, or on recess period during the period of the posting shall be mailed a copy of the notice by first class mail on the date the position is posted if requested by the unit member. During the summer break, if any unit member wishes to be notified of a vacancy, the unit member shall file his/her name and address with the Superintendent's designee. In addition, the District shall provide computer access at the work site of District office for unit members to check on updated vacancies via district email.
- 18.2.2 Any unit member may file for the vacancy by submitting written notice to the Director of Human Resources within the filing period. Unit members in the classification may apply for a transfer to that position by filing a transfer request. Unit members may apply for a promotion/demotion with the Human Resources Department. In each of the above cases, potential applicants shall be apprised of the name of the site administrator in order to make further inquiries about the position.
- 18.2.3 The job vacancy notice shall include: The job title, the assignment, and the initial work site; the number of hours per day, the months per year assigned to the position; the initial work schedule; the salary range; the deadline for filing to fill the vacancy; the date of posting, and the start date, which will be within two weeks from the date that the employee accepts the offer of employment. A brief description of position duties and minimum qualifications may be requested.
- 18.2.4 There shall be one week allowed for training of the transferred/promoted employee by the outgoing employee.
- 18.2.5 Each site shall maintain a binder of current job descriptions.
- 18.2.6 All job postings shall be date stamped upon reaching the work site and placed on the appropriate bulletin boards as soon as possible.

18.2.7 A copy of all job postings shall be sent to the CSEA Chapter President.

18.2.8 On an annual basis the CSEA Executive Board will develop a list of CSEA members in specific classifications to sit on interview panels. The staff of Human Resources will utilize this list in forming interview panels for vacancies in classified positions. In the event that the classified employee is not available to participate in the interview process, the Chapter President or designee will serve on the panel. The Assistant Superintendent or Director of Human Resources will provide training of the interview process for those who are on this classified positions interview panel list.

18.3 Transfers: When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees serving the District. The District should make every effort to fill vacancies through the transfer process, prior to advertising outside the District.

All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any employee whose most recent performance review contains two or more overall ratings of “unsatisfactory” shall not be eligible to apply for a transfer. Per Article 17.3, a probationary employee’s performance review typically is not completed prior to the fifth month of employment; however, the employee may request that the review be completed earlier for transfer purposes. A probationary employee’s original probationary period shall not exceed nine (9) months from the date of hire. Any eligible employee in the bargaining unit may apply for transfer to that position by filing a written notice with the Human Resources Department of the District. If more than one employee wishes to be transferred to a particular vacancy, the District must select one of the top two candidates based upon District seniority. Upon transfer, the salary shall remain unchanged from that to which the employee would be entitled in his/her former position or class.

18.4 Promotions: If an open position is not filled by a transfer then employees of the District will be allowed to apply for such position before applications are accepted from non-employees. If there is no acceptable employee applicant, then applications will be accepted from non-employees.

Any employee whose most recent performance review contains one or more overall ratings of “unsatisfactory” shall not be eligible to apply for a promotion. A probationary employee may apply for a promotion if they have a satisfactory performance review on file with Human Resources. The probationary period in the new classification shall be six (6) months and will run concurrently with the original probationary period. The original probationary period will not exceed nine (9) months.

18.4.1 Every member in the classified service of the District otherwise qualified shall be permitted to take any examination given by the District. Examinations shall be given by appointment to both current employees as well as those on layoff or leave.



- 18.5 Medical: The District shall give alternate work when the same is available to an employee who is qualified to perform such work who has become medically unable to satisfactorily perform his/her regular job class duties. This alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with the employee. Unit member shall be entitled to consult with CSEA.
- 18.6 The Superintendent or designee shall, in writing, inform any employee requesting a medical transfer or a promotion, but denied the same, the reasons for the denial if requested.

## **ARTICLE 19 - LIMITATIONS OF SUBCONTRACTING**

- 19.1 During the term of this Agreement, the District agrees that it will not subcontract work which is regularly performed or performable by bargaining unit positions except as may be permitted under the provisions of the California Education Code and Public Contract Code. Any dispute which might arise as to the performability of contested work (by either party) will be subject to the meet and confer.

## **ARTICLE 20 - LAYOFFS**

- 20.1 When the District proposes to recommend to the Board that any bargaining unit member be laid off in accordance with the Education Code, notice of that intended recommendation will be sent to CSEA, Chapter 281 at least seven (7) weeks prior to the effective date of such layoffs and no later than the Board is officially notified of the recommendation. CSEA may request a meeting(s) to discuss the effects of such layoff prior to the proposed effective date. The discussions and negotiations concerning the effects of layoffs will not in any way impair the Board's ability to act on the District's recommendation and such meetings may occur for a reasonable period of time even subsequent to the effective date of the layoffs. Any proposed reduction in hours is negotiable as to the decision itself and the effects of any agreed upon reduction in hours. Notice and the opportunity to bargain must be given to CSEA and president of Chapter 281 seven (7) weeks prior to any proposed reduction.
- 20.1.1 Pursuant to section 45117 of the Education Code, when, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of the layoff effective at the end of the school year and of their displacement and reemployment rights per contract. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

## 20.2 Layoff Provisions

The order of layoff will be determined by the relevant California Ed Code provisions; however, as long as they are not inconsistent with those provisions, the following procedures will be followed:

- 20.2.1 The order of layoff within the classification shall be determined by seniority/length of service.

Seniority or length of service is defined as the date of hire in a permanent position in the affected classification or in a higher classification in which the employee has worked, whichever date is earlier. If two or more employees have equal seniority, the seniority determination shall be based on the overall years of service in the District; if that time is also equal, the seniority determination shall be made by the District based on the needs of the District.

- 20.2.2 An employee whose position is eliminated or whose hours are reduced by agreement, or is bumped from his/her present classification (pursuant to this paragraph) may bump a less senior/lesser length of service person in a position of greater, equal or less hours within their classification, or if no such position is available may bump into an equal or lower classification which the employee has worked and has more seniority than an incumbent in the equal or lower classification.

- 20.2.3 An employee may elect layoff in lieu of exercising bumping rights without losing any re-employment rights provided by this section.

- 20.2.4 A classified employee who has been laid off is eligible for re-employment in the class from which he/she was laid off for up to 39 months and shall be re-employed in preference to new applicants. Re-employment shall be in the reverse order of layoff. An employee on layoff has the right to apply for any promotional position within the 39-month period.

- 20.2.5 An employee may refuse up to two (2) re-employment offers made by the District after which he/she shall be dropped from the eligible list.

- 20.2.6 Length of service status at the time of layoff shall be maintained during the 39-month re-employment period; however, there shall be no accrual of vacation, sick leave, holidays, seniority, or any other benefit.

- 20.2.7 Effective July 1, 1997, the classification of Paraprofessional II-Bilingual, shall be classified by language groups (see Appendix A). Any Paraprofessional currently classified as Paraprofessional II-Bilingual (as of June 30, 1997) who is laid off because of language needs of the classroom will be offered any vacancy for which he/she meets the minimum qualifications before hiring a new employee for that vacancy.

- 20.2.8 Effective July 1, 1997, new classifications will be established for Journeyman by trade (see Appendix A). All Journeyman openings subsequent to July 1, 1997, will be filled by hiring of a Journeyman by trade. All Journeymen will be paid at the same pay range. Current employees in the Journeyman classification will not be laid off unless all Journeyman by trade have been laid off.
- 20.3 The parties will normally follow the “Effects” Agreement provisions contained in Appendix E, however, if the decision to layoff or its effects presents some unusual or unique problems, either party may propose to amend that Agreement.
- 20.4 If CSEA and the District are unable to fully resolve the issues that are presented concerning the effects of the layoffs and either party files a formal written request with the California State Conciliation Service requesting the assistance of State appointed mediator for the purposes of resolving the differences that have arisen concerning the effects of layoffs, then the parties agree to meet with the State paid-for and appointed mediator in an effort to resolve their differences. If, after a reasonable period of time, the mediator is unsuccessful in assisting the parties in resolving their disputes, then both CSEA and the District will present the issue in dispute to the School Board at a regular Board meeting or a specially held meeting, and the Board will act to resolve and make a final and binding decision concerning the effects of such layoffs.

## **ARTICLE 21 – RETIREMENT BENEFITS**

To qualify for the benefits provided by this Article, a unit member must reach the age of 55 as of the date of retirement and begin employment with the District prior to July 1, 2006. Unit members who begin employment with the District between July 1, 2006 and June 30, 2007 shall only be eligible to receive employee-only benefits upon the completion of twenty-five (25) years of service, subject to all other eligibility requirements of this Article. Unit members who begin employment with the District after July 1, 2007 shall not be eligible for any District-paid retirement benefits.

- 21.1 Retirement shall be voluntary on the part of unit members.
- 21.2 For current unit members who may retire during the term of this Agreement, the District agrees to pay the following costs of health and dental insurance.
- 21.3 Commencing with the 2000-2001 school year, retirement benefits for eligible unit members shall be according to the following provisions:
- 21.3.1 Unit members must reach the age of 55 at the time of retirement.
- 21.3.2 Eligible unit members shall receive District-paid retirement benefits based on completion of years of service to the District at the time of retirement as follows:

- 21.3.2.1 Twelve (12) years of service – Employee only medical insurance coverage to age 65.
  - 21.3.2.2 Fifteen (15) years of service - Employee plus one (1) dependent medical insurance coverage to age 65, OR Employee only medical and dental insurance to age 65.
  - 21.3.2.3 Twenty (20) years of service - Employee plus one (1) dependent medical and dental insurance coverage to age 65.
  - 21.3.2.4 Twenty-five (25) years of service - Family medical and dental insurance coverage to age 65.
- 21.4 Subject to Section 21.3.2 (and subsections) above, contribution from the District shall be as provided in Section 10.10.1 and 10.10.2 of this Agreement, i.e., for the term of this Agreement, in an amount up to a maximum \$820.87 for current employees who retire on or after January 1, 2014. For those employees who retired on or before December 31, 2011, contribution from the District shall be in an amount up to a maximum of \$620.87, such contribution level not to exceed that in effect for the 2010-11 school year. For those employees who retired between and inclusive of January 1, 2012 and June 30, 2013, contribution from the District shall be in an amount up to a maximum of \$720.87, such contribution level not to exceed that in effect for the 2011-13 school years. For those employees who retired on or after July 1, 2013, the District contribution shall be in an amount up to a maximum \$820.87 as of January 1, 2014, and shall not be retroactive to July 1, 2013.
- 21.4.1 Any action by the parties to increase the District's maximum contribution for active employees pursuant to Section 10.10.1 and 10.10.2 shall have no effect on the contribution level set forth in this Article.
- 21.5 If the actual cost of retirement insurance coverage exceeds the District's maximum contribution level as set forth in this Article, the retiree shall be responsible for paying the District directly the amount of such excess cost in order to remain eligible to receive retiree insurance benefits under this Article.
- 21.6 The benefits under this Article shall continue until the retiree reaches age 65, at which time these benefits shall cease.
- 21.7 If the District changes its fringe benefit carriers, retirees receiving benefits under this Article will also be changed to the new carrier.

## **ARTICLE 22 - CHECK OFF AND ORGANIZATIONAL SECURITY**

In conformance with, and pursuant to, Government Code Section 3540.1 (i) (2) and Education Code Section 45168, the District shall deduct in accordance with the CSEA dues and service fee schedule, delivered to the District, dues and initiation fees or service fees from the wages, as appropriate, in accordance with the following provision:

- 22.1 Employee Orientation: An application for CSEA membership or an application for the CSEA service fee deduction, as well as other information about membership and local representative contact numbers shall be provided by CSEA to the District to be included in the new employment packet for orientation of new unit members. New unit members will be encouraged by a Human Resources specialist to meet with their representative about membership. The District shall provide to the CSEA Chapter 281 President, the names and contact information of new unit members within a week of hire.

For new unit members hired in a given quarter of the year, the President or designee will collaborate with Human Resources staff to provide new unit member orientation (orientation sessions will be provided on a quarterly basis).

- 22.2 Dues Deduction: The District shall deduct dues and initiation fees for all employees who are members of CSEA or who become members on or after the date of the execution of this Agreement and who have submitted revocable dues authorization forms to the District. Such sums will be forwarded to CSEA.

- 22.3 Service Fees : Except as provided in 22.4, employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, either within thirty (30) days of the date of this Agreement or their employment, whichever is later, apply for membership and execute a revocable authorization for dues deduction, or, in the alternative, a service fee as set forth in the CSEA service fee schedule, or the employee may choose to pay the dues or service fees directly to CSEA.

- 22.4 Revocation: In the event that an employee revokes the dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of dues or service fees, the District, upon notification from CSEA, shall deduct the equivalent amount of the service fees and forward them to CSEA. However, if the employee formally challenges such deduction, then District will deposit the fees in a separate account, until such time as CSEA notifies the District that arrangements have been made for the disposition of such amounts and the payment of such fees.

- 22.5 Religious Objection: Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment. In lieu of a service fee, such employee shall pay sums equal to such service fee either to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c) 3 of Title 26 of the Internal Revenue Code, chosen by such employee or from the following list of three:

1. Jack Emery Fund
2. United Way
3. American Cancer Society/American Heart and Lung Association

22.5.1 Deduction and Payment of Charitable Contributions: Evidence that such an employee belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement, or his/her employment, whichever is later, be provided to the District and CSEA and such employee shall execute a written authorization for payroll deduction in an amount equal to the service fee payable to the above mentioned charitable organizations, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this Section requests the employee organization use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

22.6 Hold Harmless: CSEA shall hold the District harmless in any dispute that arises with regard to deductions and/or dues payment under this Article.

It is specifically understood that the failure of any unit member or CSEA member to pay dues to CSEA or to comply with CSEA rules, regulations, or bylaws will be a dispute between CSEA and the member and will not be a dispute with or involve the District. CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other action arising from the enforcement of the Organizational Security provisions contained herein.

22.7 Employee Rights: The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of an employee to refuse to form, join or participate in employee organization activities, except as otherwise provided for in this Agreement.

## **ARTICLE 23 - NO DISCRIMINATION**

23.1 There shall be no unlawful discrimination by either party to this Agreement.

## **ARTICLE 24 - ORGANIZATIONAL RIGHTS**

24.1 The Exclusive Representative shall be entitled to the following:

24.1.1 The right of access at reasonable times to areas in which employees work so long as it does not interfere with the work of employees.

24.1.2 The Exclusive Representative shall have reasonable access to the District bulletin boards. All postings must have the name of the organization posting it, the authorization of the President of the organization for posting, the date of the posting, and the posting cannot contain information of a derogatory or defamatory nature against any employee, board member, or other person.

- 24.1.3 The Exclusive Representative shall have reasonable access to District mailboxes. The Exclusive Representative has no authority to place items in the mailboxes or remove items from the mailboxes without prior notification to the Director of Human Resources.
- 24.1.4 The right to use without charge non-cost District equipment and buildings at reasonable times upon seeking and obtaining prior approval.
- 24.1.5 The right to review employees' personnel files and other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 24.1.6 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and notification when new bargaining unit employees are hired or changes in positions take place affecting bargaining unit employees.
- 24.1.7 Upon request, the right to receive two (2) copies of any non-confidential material to be submitted to the Governing Board at a public meeting.
- 24.1.8 The right to review at reasonable times any other public information in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 24.1.9 The District shall grant a reasonable amount of release time for negotiations, problem solving, and the processing and investigation of grievances.
- 24.1.10 The right of unpaid release time for up to five (5) work days for unit members who are CSEA state officers to conduct official CSEA business.
- 24.1.11 The right of paid release time for up to five (5) days for two (2) unit members who are CSEA chapter delegates to attend the CSEA Annual Conference.
- 24.1.12 Employees shall receive two hours per month compensating time to attend chapter meetings. Time must be made up within a week prior to, or after, the meeting. Executive Board members will not have to make up this time to attend these meetings; however, if the time is impacting the member's ability to complete his/her work, the supervisor may request a meeting with the employee to determine a remedy such as making up the lost time.
- 24.1.13 The District will provide forty (40) hours of paid release time to CSEA each school year for the express purpose of engagement in CSEA Union activities. The Union shall pay for the cost of any substitutes used.

The Chapter #281 President shall designate to the District who the individuals are and the hours that will be used. The District shall be notified at least 48 hours prior to the release of the individuals.

## **ARTICLE 25 - DISTRIBUTION OF CONTRACT**

The Board and CSEA agree to share equally the cost of the printing of the Agreement with a copy being provided to every member of this bargaining unit.

## **ARTICLE 26 – MANAGEMENT RIGHTS**

- 26.1 It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Including in but not limited to those duties and powers which are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of its employees; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational philosophies, goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue, lawfully contract out work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.
- 26.2 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article 15 “GRIEVANCE PROCEDURE.”
- 26.3 Emergencies as used in this paragraph shall be defined as an “Act of God” or some other situation beyond the control of the District. The District may exercise its rights under this Article for no more than five (5) days unless otherwise agreed to by CSEA. This clause will not be used as a vehicle to cut salaries.

## **ARTICLE 27 – SAFETY**

- 27.1 The District will pay up to \$1,000 for the cost of replacing or repairing property of a unit member such as safety equipment, necessarily worn or carried by the unit member, clothing worn for protection (as well as glasses, hearing aids, dentures, watches) and vehicles when such items are damaged in the line of duty without fault of the unit member and the value of such items exceeds \$10, so long as the unit member’s insurance or deductible does not cover said loss or damage. The unit member must first submit his or her claim to their insurance company and the District will pay the deductible up to \$1,000. Verification of actual value at the time of loss of such articles shall be provided by the unit member.



- 27.2 Employees shall file an Employee Request to Bring Personal Property on Campus (Form OP-44) for any property they wish to bring on district premises, and receive prior written approval from the site manager or equivalent for bringing non-district items on the school site or onto District premises. Employees who fail to file such a form shall not be reimbursed pursuant to this article for the cost of replacing or repairing that item of personal property.
- 27.3 The District is obligated by law to conform and comply with all health, safety and sanitation requirements imposed by the State or Federal law or regulations adopted under State or Federal law. Should a unit member allege a violation of State or Federal health, safety or sanitation laws, such allegation should be processed through the Grievance Procedure to the Superintendent's level only before resorting to agencies or procedures outside the Contract Grievance Procedure. If and when an inspection is made by an outside agency pursuant to this procedure, the grievant or his/her representative shall have the opportunity to accompany the inspector without loss of pay.
- 27.4 It shall be the responsibility of the unit members to report unsafe, hazardous or unsanitary conditions as soon as possible to the Building/Site Supervisor who shall report the condition to the administration as soon as possible.
- 27.5 Unsafe, hazardous or unsanitary conditions shall be corrected as soon as possible.
- 27.6 In the event of a bomb threat, employees shall not be required to search the premises.

**ARTICLE 28 - INTER-DISTRICT TRANSFER REQUEST**  
**(UNIT MEMBER'S CHILDREN)**

- 28.1 Unit members who live outside the Milpitas Unified School District may request to have their children attend school in the District, subject to the approval of both Districts. Unit members who are requesting inter-district transfer of their child(ren) must go through the regular inter-district transfer process and will have priority enrollment over other first-time inter-district transfer applicants. Unit members will be notified by July 30. All inter-district transfer applicants must, re-apply to their home school district for an inter-district transfer every year, subject to applicable law and inter-district agreements.
- Unit members who make application to Milpitas Unified School District to renew inter-district transfer agreements by the last business day of March of the preceding year, will be notified no later than June 30 of the current school year. Students who have been approved through the inter-district transfer policy to attend a school in Milpitas would automatically remain at their school of attendance and/or receiving middle/high school subject to the re-approval of the transfer by the home school district, and compliance with all Board Policies and Administrative Regulations regarding inter-district transfers.
- 28.2 Unit members who live within the Milpitas Unified School District may apply to have their children attend a school other than the school in their attendance area, subject to the District's Open Enrollment policy.

Unit members who live in the District and whose children participate in the Open Enrollment intra-district transfer program do not have to re-enroll their children once they have been enrolled in that school.

Applications for open enrollment will begin on the first business day of March and will end on the last business day of March.

- 28.3 Unit members who meet the full cost requirements of the child development centers shall have priority in placement of their children in the child development centers.

## **ARTICLE 29- CATASTROPHIC LEAVE BANK**

- A. Eligibility - Bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

1. The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the appropriate physician, and which prevents the unit member from performing his/her regularly assigned work. Verification shall set forth the diagnosis, prognosis and expected length of absence.
2. The time off work must create a financial hardship for the unit member because he/she has exhausted all accrued sick leave and other paid-time.
3. Eligibility for catastrophic leave shall run concurrently with sick leave including differential pay in 13.4 other leaves, but in no event longer than twelve consecutive calendar months following the exhaustion of fully paid sick leave.
4. Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave credits during the period as defined in subsection 13.17(b) (3) below.
5. Catastrophic leave credits may be used only in full day increments.

- B. Procedure for Contributing Sick Leave Credit

1. Unit members may contribute not more than one sick leave day in any one fiscal year.
2. If a minimum of thirty (30) unit members fail to contribute sick leave credits to the leave bank in two consecutive open enrollments, the catastrophic leave provision in this article shall automatically be rescinded and any unused sick leave credits in the catastrophic leave reserve shall be returned on a proportionate basis if need be, to those who donated credits and who did not use any catastrophic leave benefits.

3. Sick leave credits may only be contributed during an open enrollment period specified by the Joint Association-District Catastrophic Leave Committee. Unit members who do not contribute during such open enrollment period may not participate in the catastrophic leave program, and may not contribute until the next open enrollment period is determined by the committee.
4. Contributions of sick leave credits are irrevocable and shall be for a full day only.
5. Only unit members who have contributed days to the Catastrophic Leave Bank are eligible to use it.
6. Upon retirement, unit members may contribute their unused sick leave to the bank under the following conditions:
  - a. The unit member must provide written verification to the District that any accrued sick leave to be donated is not eligible to be utilized for retirement service credit under PERS.
  - b. The unit member may contribute up to one (1) day of accrued sick leave for each year of employment with the District.

C. Joint Association-District Catastrophic Leave Committee

1. A joint Association-District Committee comprised of two representatives and an alternate of each party shall administer the provisions of this article.
2. The duties of the joint committee established by this section shall include the following:
  - a) Determine that the unit member is eligible for catastrophic leave.
  - b) Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and leave pursuant to this section.
  - c) Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties. The committee shall act prudently to ensure that a sufficient number of days are in the catastrophic leave bank to meet anticipated needs. The committee shall attempt to set the number of days in the catastrophic leave reserve at approximately the same number as the number of members in the classified bargaining unit.
  - d) Approve and designate appropriate forms for donating and requesting catastrophic leave credits.
  - e) Determine method of proration for sick leave days returned to donor upon discontinuance of program.
  - f) Committee members shall be bound by appropriate rules of confidentiality.

D. Miscellaneous

1. Unit members do not accrue sick leave while using catastrophic leave credits.
2. Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this section.
3. Approval, or denial of catastrophic leave requests by the joint committee shall be final, and not be subject to appeal or subject to the provisions of Article 15- Grievance Procedure of this Agreement.
4. District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Section 13.1.4 of this agreement would have ended had catastrophic leave not been granted. Unit members using catastrophic leave credits beyond the five months of disability leave may continue health and welfare benefits coverage by paying the appropriate premiums.
5. Catastrophic leave, if granted, shall not commence until all sick leave is exhausted, or ten days after illness commences, whichever is later.
6. Should the District and the Association agree to implement an "Income Protection" disability plan, the Catastrophic Leave Bank shall be closed and the unused sick leave credits shall be returned to donors in the same manner outlined in Section B.2 above.

**ARTICLE 30 – TERM**

- 30.1 The term of this Agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including June 30, 2015 and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15, 2015 of its intention to modify, amend or terminate the Agreement.

**ARTICLE 31- REOPENING OF NEGOTIATIONS**

- 31.1 The parties have agreed to reopen for compensation plus two articles of their choosing for 2014-15.

**EMPLOYEE CLASSIFICATIONS AND RANGES**

<b><u>TITLE</u></b>	<b><u>RANGE</u></b>
Account Technician I .....	15
Account Technician II .....	17
Account Technician III .....	20
Account Technician IV .....	22
Adult Education Test Examiner .....	14
Alternate GED Chief Examiner .....	22
Bus Driver .....	17
Bus Driver/Groundsperson .....	18
Bus Driver/Trainer .....	21
Computer Graphics and Printed Publications Specialist .....	26
Computer Lab Specialist – Adult Education .....	16
Computer Operator – Information Technology .....	26
Computer Software Support Analyst .....	30
Computer Technician .....	31
Computer Technician, Senior .....	33
Custodian, Day (Night) .....	15 (16)
Custodian, Pool Maintenance .....	18
Custodian, Working Foreman, Day (Night) .....	21 (22)
Custodian, Leadperson, Elementary/Middle School-Day .....	18
Custodian, Working Leadperson, Day (Night) .....	17 (18)
Dispatcher/Bus Driver .....	19
Grounds/Maintenance Worker, Senior .....	18
Groundsperson/Bus Driver .....	18
Health Clerk (w/Typing) .....	10 (11)
High School Bank Clerk .....	14
High School Bank Technician .....	16
High School Textbook Technician .....	14
Paraprofessional P.E. ....	10***
Paraprofessional I .....	9 (10***)
Paraprofessional I-Bilingual-Non Bi-literate .....	9 (10***)
Paraprofessional II*-Bilingual: Chinese, Korean, Punjabi, Spanish, Tagalog, Vietnamese .....	10 (11***)
Paraprofessional III - Computer Lab** .....	12 (13***)
Instructional Media Center Specialist .....	16
Journeyman #-Carpenter, Diesel Mechanic, Electrician, HVAC, Locksmith, Mechanical/Electronic (Copier Repair), Painter, Plumber .....	31
Liaison, Community Specialist– Spanish, Vietnamese, Indian .....	23
Library Assistant .....	12
Mechanic, Head .....	33
Mechanic, Maintenance (Class B License) .....	19 (20)
Mechanic, Maintenance-Skilled or HVAC .....	26
Print Shop Operator .....	27
Print Shop Technician .....	24
Printer's Assistant .....	12
Publication Specialist .....	17
Purchasing Technician .....	22
Registrar, High School .....	15

**BOARD APPROVED: 06/24/14**  
**EFFECTIVE: 07/01/13**

**APPENDIX A**

**MILPITAS UNIFIED SCHOOL DISTRICT****Classified Salary Schedule  
2014-15 School Year**

<b><u>TITLE</u></b>	<b><u>RANGE</u></b>
Secretary, Administrative .....	23
Secretary, Adult Education Principal .....	21
Secretary, Bond Administrative Assistant .....	24
Secretary, Clerk .....	12
Secretary, Clerk Assistant .....	10
Secretary, Comp. High School Principal .....	21
Secretary, Data Technology Services .....	24
Secretary, Maintenance/Trans/Operation (w/Shorthand) .....	17 (18)
Secretary, Principal/School (w/Shorthand) .....	18 (19)
Secretary, School/Staff .....	14
Secretary, Senior, School/Staff .....	17
SNS, Central Kitchen Lead .....	20
SNS, Computer Systems Operator/Secretary .....	24
SNS, High School Lead .....	17
SNS, Satellite Kitchen Operator .....	6
SNS, Student Nutrition Assistant .....	3
SNS, Student Nutrition Assistant, Senior I .....	6
SNS, Student Nutrition Assistant, Senior II .....	10
Stores/Delivery Driver (Class B License) .....	16 (17)
Stores/Lead Storekeeper .....	20
Testing Technician .....	22
Transition Assistant .....	13
Transition Program Counselor/Job Developer .....	26

\* See Article 20.2.7 of CSEA Collective Bargaining Agreement regarding layoffs of Instructional Assistants II.

\*\* As long as incumbent remains in position, Paraprofessional III not in a Computer Lab position to be adjusted to paraprofessional II when position is vacated.

\*\*\* Paraprofessional, NCLB Compliant, shall move up one salary range effective January 1, 2005.  
Paraprofessional P.E. NCLB Compliant shall be placed on range 10  
Paraprofessional I NCLB Compliant shall move from range 9 to range 10  
Paraprofessional II NCLB Compliant shall move from range 10 to range 11  
Paraprofessional III NCLB Compliant shall move from range 12 to range 13  
The original Paraprofessional I, II, and III positions will remain at their original range.

# See Article 20.2.8 of the CSEA Collective Bargaining Agreement regarding layoffs of Journeymen.

*The unit excludes those positions designated management, supervisory, and confidential.*

*The unit excludes substitutes and noon-duty supervisors.*

Effective with the 2015-16 school year, the following positions shall have their work year increased as follows:

- Secretary Clerks working at K-12 school sites: 9.5 months to ten (10) months
  - o **All incumbents will have their current work year grandfathered in at their request.**
- Paraprofessional I working at K-12 school sites shall have two (2) additional days added
- Paraprofessional II working at K-12 school sites shall have two (2) additional days added
- Paraprofessional III working at K-12 school sites shall have two (2) additional days added
- Transitional Assistants working shall have two (2) additional days added
- Paraprofessional one on one working at K-12 school sites shall have two (2) additional days added.

These two training days for paraprofessionals and transitional assistants will include training. It is intended that other classified members will be encouraged to attend any training offered on the "Welcome Back Day".

**BOARD APPROVED: 06/24/14**  
**EFFECTIVE: 07/1/2013**

**APPENDIX A (continued)**

**CLASSIFIED SALARY SCHEDULE***(Monthly Rate Based on an 8-Hour Day)*

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	2,262	2,375	2,499	2,623	2,757
2	2,320	2,430	2,559	2,690	2,818
3	2,375	2,499	2,623	2,757	2,891
4	2,430	2,559	2,690	2,818	2,971
5	2,499	2,623	2,757	2,891	3,042
6	2,559	2,690	2,818	2,971	3,115
7	2,623	2,757	2,891	3,042	3,195
8	2,690	2,818	2,971	3,115	3,272
9	2,757	2,891	3,042	3,195	3,359
10	2,818	2,971	3,115	3,272	3,441
11	2,891	3,042	3,195	3,359	3,529
12	2,971	3,115	3,272	3,441	3,617
13	3,042	3,195	3,359	3,529	3,706
14	3,115	3,272	3,441	3,617	3,798
15	3,195	3,359	3,529	3,706	3,896
16	3,272	3,441	3,617	3,798	3,992
17	3,359	3,529	3,706	3,896	4,097
18	3,441	3,617	3,798	3,992	4,200
19	3,529	3,706	3,896	4,097	4,300
20	3,617	3,798	3,992	4,200	4,406
21	3,706	3,896	4,097	4,300	4,521
22	3,798	3,992	4,200	4,406	4,627
23	3,896	4,097	4,300	4,521	4,746
24	3,992	4,200	4,406	4,627	4,865
25	4,097	4,300	4,521	4,746	4,989
26	4,200	4,406	4,627	4,865	5,113
27	4,300	4,521	4,746	4,989	5,234
28	4,406	4,627	4,865	5,113	5,366
29	4,521	4,746	4,989	5,234	5,501
30	4,627	4,865	5,113	5,366	5,644
31	4,746	4,989	5,234	5,501	5,796
32	4,865	5,113	5,366	5,644	5,925
33	4,989	5,234	5,501	5,796	6,073

**LENGTH OF SERVICE CREDIT (Monthly)**

Completion of:	7 years =	\$38.00
	10 years + \$51.00, cumulative =	\$92.00
	13 years + \$67.00, cumulative =	\$161.00
	16 years + \$80.00, cumulative =	\$244.00
	19 years + \$101.00, cumulative =	\$349.00
	22 years + \$122.00, cumulative =	\$476.00
	25 years + \$147.00, cumulative =	\$629.00



## MILPITAS UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE  
2014-2015 SCHOOL YEAR WITH 4% INCREASE

## CLASSIFIED SALARY SCHEDULE

*(Hourly Rate Based on 21.75 days/month and 8 hours/day)*

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	13.00	13.65	14.36	15.07	15.84
2	13.33	13.97	14.71	15.46	16.20
3	13.65	14.36	15.07	15.84	16.61
4	13.97	14.71	15.46	16.20	17.07
5	14.36	15.07	15.84	16.61	17.48
6	14.71	15.46	16.20	17.07	17.90
7	15.07	15.84	16.61	17.48	18.36
8	15.46	16.20	17.07	17.90	18.80
9	15.84	16.61	17.48	18.36	19.30
10	16.20	17.07	17.90	18.80	19.78
11	16.61	17.48	18.36	19.30	20.28
12	17.07	17.90	18.80	19.78	20.79
13	17.48	18.36	19.30	20.28	21.30
14	17.90	18.80	19.78	20.79	21.83
15	18.36	19.30	20.28	21.30	22.39
16	18.80	19.78	20.79	21.83	22.94
17	19.30	20.28	21.30	22.39	23.55
18	19.78	20.79	21.83	22.94	24.14
19	20.28	21.30	22.39	23.55	24.71
20	20.79	21.83	22.94	24.14	25.32
21	21.30	22.39	23.55	24.71	25.98
22	21.83	22.94	24.14	25.32	26.59
23	22.39	23.55	24.71	25.98	27.28
24	22.94	24.14	25.32	26.59	27.96
25	23.55	24.71	25.98	27.28	28.67
26	24.14	25.32	26.59	27.96	29.39
27	24.71	25.98	27.28	28.67	30.08
28	25.32	26.59	27.96	29.39	30.84
29	25.98	27.28	28.67	30.08	31.61
30	26.59	27.96	29.39	30.84	32.44
31	27.28	28.67	30.08	31.61	33.31
32	27.96	29.39	30.84	32.44	34.05
33	28.67	30.08	31.61	33.31	34.90

BRD APPR: 3/24/15  
EFFECTIVE:7/01/14

## APPENDIX B

**MILPITAS UNIFIED SCHOOL DISTRICT  
SCHEDULE**

**CLASSIFIED SPECIALIST SALARY  
2014-2015 SCHOOL YEAR WITH 4%  
INCREASE**

**CLASSIFIED SPECIALIST CLASSIFICATION AND RANGES**

<b><u>TITLE</u></b>	<b><u>RANGE</u></b>
Occupational Therapist I	13
Occupational Therapist II	16

**CLASSIFIED SPECIALIST SALARY SCHEDULE**

*(Monthly Rate Based on an 8-Hour Day)*

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	5,131	5,401	5,685	5,983	6,296
2	5,264	5,541	5,832	6,139	6,460
3	5,402	5,685	5,984	6,297	6,628
4	5,541	5,832	6,138	6,460	6,798
5	5,685	5,984	6,297	6,628	6,975
6	5,832	6,138	6,460	6,800	7,155
7	5,984	6,297	6,628	6,975	7,341
8	6,138	6,460	6,798	7,156	7,532
9	6,297	6,628	6,975	7,342	7,726
10	6,460	6,800	7,155	7,532	7,927
11	6,628	6,975	7,342	7,726	8,133
12	6,798	7,156	7,532	7,927	8,343
13	6,975	7,342	7,726	8,133	8,559
14	7,155	7,532	7,927	8,344	8,781
15	7,341	7,726	8,133	8,559	9,007
16	7,532	7,927	8,343	8,781	9,241

**LENGTH OF SERVICE CREDIT (Monthly)**

Completion of:	7 years =	\$38.00
	10 years + \$51.00, cumulative =	\$92.00
	13 years + \$67.00, cumulative =	\$161.00
	16 years + \$80.00, cumulative =	\$244.00
	19 years + \$101.00, cumulative =	\$349.00
	22 years + \$122.00, cumulative =	\$476.00
	25 years + \$147.00, cumulative =	\$629.00

BRD APPR: 3/24/15  
EFFECTIVE:7/01/14

**APPENDIX C**

## CLASSIFIED SPECIALIST CLASSIFICATION AND RANGES

<u>TITLE</u>	<u>RANGE</u>
Occupational Therapist I .....	13
Occupational Therapist II .....	16

## CLASSIFIED SPECIALIST SALARY SCHEDULE

*(Hourly Rate Based on 21.75 days/month and 8 hours/day)*

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	29.49	31.04	32.67	34.39	36.18
2	30.25	31.84	33.52	35.28	37.13
3	31.05	32.67	34.39	36.19	38.09
4	31.84	33.52	35.28	37.13	39.07
5	32.67	34.39	36.19	38.09	40.09
6	33.52	35.28	37.13	39.08	41.12
7	34.39	36.19	38.09	40.09	42.19
8	35.28	37.13	39.07	41.13	43.29
9	36.19	38.09	40.09	42.20	44.40
10	37.13	39.08	41.12	43.29	45.56
11	38.09	40.09	42.20	44.40	46.74
12	39.07	41.13	43.29	45.56	47.95
13	40.09	42.20	44.40	46.74	49.19
14	41.12	43.29	45.56	47.95	50.47
15	42.19	44.40	46.74	49.19	51.76
16	43.29	45.56	47.95	50.47	53.11

## **GUIDELINES FOR RECLASSIFICATION REQUESTS FOR CLASSIFIED EMPLOYEES**

- I. If an employee or the employee's supervisor feels that the duties he/she currently performs differ from those outlined in the current classification description, the reclassification process is available as an avenue of review. If it is determined that an employee request should be representative of the entire unit members working in that classification, the Human Resources Director in consultation with the CSEA President shall determine a team approach in examining the work of employees in that classification to gather data prior to a class action reclassification.
- II. Application for Reclassification can be done throughout the year. Application requests for the reclassification must be complete and turned in to the Human Resources department by November 1 for fall consideration and March 1 for spring consideration.
- III. In order to be considered for reclassification, the employee must be consistently asked to perform tasks not in his/her job description.
- IV. The process consists of five levels which are as follows:

### **FIRST LEVEL**

Employee obtains appropriate forms from Human Resources in which the employee clearly describes the tasks which differ from the present job classification.

### **SECOND LEVEL**

Upon completion of the **Employee form**, give a copy with the guidelines and the **Supervisor's form** to your supervisor (immediate supervisor/evaluator is the lowest level supervisor having immediate jurisdiction over employee). **Employee is to forward original request for reclassification to Human Resources.** The immediate supervisor is requested to review the employee form, provide input regarding job responsibilities, and complete Supervisor form and forward to Human Resources by due date. The appropriate salary range will not be considered until the fourth level.

### **THIRD LEVEL**

At this level, the appropriate district office administrator is asked to review and comment on the reclassification request.

### **FOURTH LEVEL**

After a thorough review of the documentation submitted, the Reclassification Committee makes a recommendation to the Director of Human Resources. This recommendation may include a salary range.

### **FIFTH LEVEL**

The Director of Human Resources, with the approval of the Superintendent, acts on the recommendation and implements the salary range adjustment, if appropriate.

## **APPENDIX D**

## **AGREEMENT WITH REGARD TO THE EFFECT OF CERTAIN LAYOFFS**

The parties to this Agreement agree as follows:

### **1. BENEFIT CONTINUATION**

The District agrees that classified bargaining unit employees laid off during the term of this Agreement will be able to continue the benefit programs provided for in Article 10, Section 10.10 for a period of three months after the effective date of their layoff, provided the employees pay in advance to the District the applicable premium for such benefits. After the initial three month period, benefits could be continued to the extent allowed by COBRA.

### **2. BENEFITS - GRANDFATHER CLAUSE**

Any part-time employee who is receiving full health and welfare benefits under paragraph 10.10.6 and is laid off because of lack of funds or lack of work during this Agreement shall remain under the provisions of that section upon reemployment.

### **3. BUMPING RIGHTS**

The District agrees that it will comply with the Education Code provisions concerning the "bumping rights" of employees whose jobs are eliminated because of lack of funds or lack of work.

### **4. EMPLOYEES ON A LAYOFF LIST - SUBSTITUTING**

Laid-off employees shall be put on the substitute list to be called to substitute in positions in their former classification, or in classifications for which they meet the qualifications, before non-District employees are called. A laid-off employee electing to substitute shall be paid at the step at which he/she was paid at the time of the layoff if he/she substitutes in his/her former classification or a higher classification. If a laid-off employee substitutes in a lower classification, he/she shall receive the pay of the highest step applicable to that classification if this is less than the amount the employee was paid at the time he/she was laid off.

### **5. REEMPLOYMENT RIGHTS**

Laid-off unit members will be reemployed consistent with the District's obligation under the California Education Code.

6. **NOTIFICATION OF REEMPLOYMENT**

Laid-off unit members subsequently eligible for reemployment shall be notified by the District of an opening by telephone, with a written confirmation. Such laid-off employees shall have an obligation to keep the District informed of their current address and telephone number. Written communications by the District may be by certified mail or by telegram. Such written notification will be copied to CSEA by the District. If the District is unable to contact the laid-off employee because of an incorrect telephone number or an undeliverable address, his/her name will be passed on the reemployment list. After his/her name has been passed three times, the individual will be dropped from the reemployment list. If the laid off employee accepts reemployment, the employee must report to work within a reasonable time, but no more than two weeks after the offer of reemployment. A laid-off employee given notice of reemployment need not accept the reemployment to maintain that person's eligibility on the reemployment list, provided that the employee notifies the District of his/her refusal of reemployment within 24 hours of receipt of the offer of reemployment, and provided that the laid-off employee may be removed from the list only by the expiration of the statutory time period or if he/she agrees to such removal.

7. **FURTHER NEGOTIATIONS**

The District agrees that it will negotiate any changes in hours for laid-off positions consistent with its obligation under the Educational Employment Relations Act. Further, the District agrees to cooperate with the Association in developing a proposal concerning work sharing if such a proposal is feasible with the Employment Development Department.

8. **WAGE RATE**

If an employee elects to bump into a previous classification, or accepts employment in a classification with a lower pay range, such employee shall be entitled to the pay step in the lower range nearest to, or corresponding in dollar amount with, but not higher than, that which the employee held in the higher classification. This process will be reversed upon recall to the former classification.

9. **VOLUNTEERS**

The District specifically agrees to comply with California Education Code Section 35021.

## MEMORANDUM OF UNDERSTANDING

**Purpose:** This agreement is entered into by the Milpitas Unified School District, (hereafter District) and California School Employees Association Chapter # 281 (hereafter CSEA) for the purpose of resolving the impact and effects on bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the "No Child Left Behind Act" (hereafter Act).

**Definition:** For the purpose of this MOU, an Instructional Assistant is defined as a person who assists classroom teachers and other certificated personnel in instructing reading, writing and mathematics and whose position is supported by federal funds from "Title I" money or who is working at a school receiving Title I funding..

**Secondary Education:** All Instructional Assistants, as defined above, shall possess a secondary school diploma or equivalent. If the Instructional Assistant does not possess a secondary school diploma or equivalent the District shall assist the employee to receive a secondary diploma or its equivalent.

**NCLB Requirements:** Pursuant to the Act and Education Code 45330, all Instructional Assistants shall fulfill or have been deemed to have fulfilled one of the following state requirements by January 08, 2006:

- a.) Possess an Associates Degree or higher.
- b.) Has completed 48 units of study at an accredited institution of higher education.
- c.) Has, through a District provided proficiency assessment and/or test, been deemed to possess the ability to assist in instruction of reading, writing, and mathematics.

Any Instructional Assistant hired prior to the signing of this MOU that meets the above mentioned requirements shall not be required to undergo any further assessment for the purpose of fulfilling the proficiency requirement of the Act.

**Testing:** Any Instructional Assistant hired before January, 2004, who does not meet the proficiency requirements of the Act shall meet the requirements in the following manner:

- a.) The District shall review options and timelines for completing the requirements under the Act with the Instructional Assistant.
- b.) Instructional Assistants shall take the District provided tests. If they do not pass all sections, the District will provide training specific to the test and content of said test at no cost to the Instructional Assistant on a one time only basis.

- c.) An Instructional Assistant shall be entitled to take the proficiency test or assessment test as many times as necessary to receive a passing grade. The initial test shall be conducted during the employee's normal work hours or without loss of compensation or benefits. Subsequent tests shall be offered throughout the year outside of the Instructional Assistant's work hours.
- d.) The cost of the test and/or assessment shall be borne by the District.

**Post Testing:** An Instructional Assistant who does not meet the requirements of the Act on January 08, 2006 shall be transferred, by seniority, to a vacant "Non Title I" funded position or site, for which he/she is qualified.

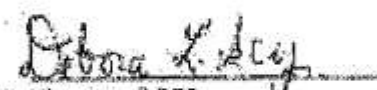
In the event a vacancy does not exist or there are no further vacancies available the Instructional Assistant may be laid off due to lack of work as a result of his/her inability to serve in a Title I position or site.

If the Instructional Assistant is transferred or is laid off as a result of disqualification and later fulfills the requirements of the Act, they shall be re-employed or administratively transferred to a Title I position or site as openings occur.

Any Instructional Assistant laid off for the reasons stated in this section may be employed into vacant positions for which he/she may be qualified. Employees are entitled to all protections under the 39-month rehire provisions of the Education Code and this agreement.

**Meet and Negotiate:** The parties agree to meet and negotiate the impact and effects of any/all layoffs.

  
Milpitas Unified School District

  
CSEA Chapter # 281

Date: 2/5/05

Date: 2/4/05



MEMORANDUM OF UNDERSTANDING BETWEEN MILPITAS UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #281  
July 18, 2011


RE: THE REDUCTION OF HOURS AND NOTICED LAYOFFS PURSUANT TO BOARD RESOLUTION 2011.41,  
2011.48, 2012.4 RESPECTIVELY DATED April 19, June 14, and July 12, 2011.

1. The parties agree that Education Code Section §45298 shall govern the reemployment rights of those affected by the reduction in hours and noticed layoffs along with those pertinent provisions of the Labor Agreement as set forth in Article 20 LAYOFFS, which addresses the Order of Layoff, and Reemployment Rights.
2. In addition, under the Tucker v. Grossmont decision and its appropriate application, if there is a vacant position and there are no laid-off or bumped employees who have bumping rights to that position (i.e., where the employee has previously held that position and has seniority), then a laid-off employee on the reemployment list shall be given preference over a new applicant in accordance with the court ruling if he or she meets the qualifications for the position at the time the position becomes vacant, even if the employee has never previously held that position.
3. As a result of reduction in hours and the noticed Lay-offs the District shall not: transfer work out of the bargaining unit to certificated, confidential, management or supervisory employees, or to volunteers, students, or to other bargaining unit employees in other classifications, except as otherwise permitted by law.
4. The District shall not increase the current and existing workload of the remaining bargaining unit employees. Immediate supervisors shall meet with the assigned bargaining unit members and discuss their individual work assignments. The discussion shall lead to a prioritizing of duties.
5. The District shall not employ any new probationary, temporary, limited and substitute employees until all reduced hours have been restored.
6. The District will provide each laid off employee with a letter of recommendation upon request providing that the employee performs satisfactorily as evidenced by the most current evaluation (review).
7. Any District employee who is laid off as result of these reductions in hours who are then rehired within 39/63 months shall have all contractual rights and benefits (i.e., longevity, vacation, sick leave, etc.) bridged as though the employee had never been laid off.

This agreement completes all negotiations of the impacts and effects of the 2010-11 layoffs/reductions.

Dated July 18, 2011

  
Cheryl Jordan  
Assistant Superintendent, Human Resources

  
Michelle Kessinger  
President, Chapter #281



  
Jack Ford  
Labor Relations Representative

SIGNED AND ENTERED into on this 25<sup>th</sup> day of February, 2014.

FOR THE DISTRICT:

  
Cheryl E. Jordan  
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION:

  
Michelle Kessinger  
President, C.S.E.A. Chapter 281  
  
Jack Ford, Labor Relations Representative

M.U.S.D. Negotiating Team:

Cheryl E. Jordan  
Wendy Zhang  
Maria del Rio  
Tony Fruscone  
Fernando Martinez  
Victor Frausto  
Casey McMurray

C.S.E.A. Negotiating Team:

Michelle Kessinger  
Jack Ford, Labor Relations Representative  
Ben Flores  
George De Carlo  
Gary Walter  
Suzette Bromberg  
David Grundstrom  
Janice Yung