

Agreement Between
The Santa Clara Unified School District
Board of Education

and

California School Employees Association
CSEA Chapter 350

July 1, 2017
to
June 30, 2020

(Updated to include 2018-2019 agreements)

SANTA CLARA UNIFIED SCHOOL DISTRICT

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**C.S.E.A. CHAPTER #350
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**SANTA CLARA UNIFIED SCHOOL DISTRICT
NEGOTIATING TEAM**

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1 **AGREEMENT**

2 This is an Agreement made and entered into on the 17th day of November,
3 2017, between the Santa Clara Unified School District (hereinafter referred to
4 as “District”) and California School Employees Association (hereinafter
5 referred to as “CSEA”).

6 **Article 1 RECOGNITION**

7 The District confirms its recognition of CSEA as the exclusive bargaining
8 representative for the units of Clerical, Paraeducators and Operations. The
9 District and CSEA recognize the right of employees to form, join, as well as
10 participate in lawful activities of employee organizations, and the equal
11 alternative right of employees to refuse to form, join or participate in employee
12 organization activities. There shall be no unlawful discrimination as a result of
13 the exercise of the rights set forth in this Article.

14 **Article 2 DISTRICT RIGHTS**

- 15 **A.** It is understood and agreed that the District retains all the customary and
16 usual rights, powers, functions, and authority to control and manage and to
17 discharge its obligations. Any of the rights, powers, or authority which
18 the District had prior to the execution of this Agreement are retained
19 except as those rights, powers, and functions or authority which are
20 specifically abridged or modified by this Agreement or by any supplement
21 to this Agreement arrived at through the process of collective bargaining.
22 District reserved duties and rights include, but may not be limited to:
23 determine its organization; direct the work of its employees; determine the
24 kinds and levels of service and the methods and means of providing them;
25 lawfully contract out work; determine the number and kind of personnel
26 required; maintain the efficiency of district operations; build, move or
27 modify buildings and facilities; establish budget procedures and funding
28 priorities; determine methods of revenue; determine the times and hours of
29 operation; establish its educational policies, goals, and objectives; ensure
30 the rights and educational opportunities of students; determine the
31 curriculum. In addition, the District and its designee retain the right to
32 hire, classify, assign, evaluate, terminate, and discipline employees, except
33 as limited by this contract; and to modify or suspend this contract in case
34 of emergency, which shall be defined as an act of God such as fire, flood,
35 earthquake, or other natural disaster, or unforeseen non-financial
36 circumstances that have significant impact on the operation of the District.
- 37 **B.** The District retains the rights to contract out bargaining unit work when
38 bargaining unit members are unavailable or lack the requisite skill and
39 knowledge to perform the needed work, when the District determines that

1 an emergency situation exists, or when the District is required by law to
2 contract out such work. It is the intent of the District that bargaining unit
3 members perform the work ordinarily assigned to members of the
4 bargaining unit.

5 Article 3 CSEA ORGANIZATIONAL RIGHTS

6 CSEA and the District agree to the following rights:

- 7 A. The right of access to areas in which employees work, for the purpose of
8 representing bargaining unit members in matters defined under the Rodda
9 Act. Such access will be at the employee's scheduled break or lunch
10 period, before or after the employee's working hours.
- 11 B. The right to use, without charge, institutional bulletin boards, District
12 Email, mailboxes, or the use of the school intra-district mail system for the
13 posting and transmission of information or notices concerning CSEA
14 matters. The parties agree to the following conditions:
- 15 1. All postings for bulletin boards of items for school mailboxes must
16 contain the date of posting or distribution, and the identification of
17 the CSEA Chapter 350 President.
- 18 2. A copy of such posting for distribution will be delivered to the
19 superintendent or designee on the same day as the posting or
20 distribution.
- 21 3. CSEA will not post or distribute information which is libelous of the
22 District or its personnel. Such information is subject to immediate
23 removal.
- 24 C. The right to obtain non-confidential information regarding bargaining unit
25 members, such as bargaining unit affiliation, date of hire, work site,
26 membership status, etc. CSEA shall make the request in writing to the
27 Department of Human Resources. The request shall state the purpose to
28 ensure the relevance of the report. The District will provide the
29 information in a timely manner.
- 30 D. Upon request on an annual basis, the District shall compile a list of
31 bargaining unit members for CSEA containing the employees' respective
32 seniority calculated by date of hire in a regular position, excluding
33 overtime. CSEA shall have the right to inspect, at reasonable times, all
34 non-confidential public records that are necessary to CSEA to carry out its
35 obligation pursuant to Government Code 3543.1 (a).

- 1 E. Upon written authorization of a unit member, a CSEA representative may
2 inspect the unit member's personnel file.
- 3 F. The District shall provide release time with pay for up to six (6) CSEA
4 Chapter 350 delegates for up to a maximum of five (5) days to attend
5 CSEA's annual State Conference. To minimize a negative impact on the
6 District's operations, CSEA will provide a tentative list of delegates and
7 conference dates to the District by June 1st annually.
- 8 G. The right for CSEA to use District facilities and equipment when such use
9 does not conflict with the institutional use of such facilities. Any damage
10 caused to said facilities or equipment shall be borne by CSEA. The said
11 facilities shall be reserved in advance by a CSEA representative.
- 12 H. The District will provide two (2) days (7.5 hours per day) of release time
13 for the Chapter President to conduct necessary CSEA business. Specifics
14 of implementation to arrange for release time and cover the workload may
15 vary by the individual's position or responsibilities.
- 16 I. The right of release time for unit members to attend monthly CSEA
17 membership meetings.
- 18 J. Release Time – The District agrees to provide a pool of 300 hours of
19 release time per year for members conducting CSEA business, not to
20 exceed 100 hours in any given month. Bargaining Unit members are to
21 provide their supervisor a minimum of three (3) days advance notice for
22 this release time. Release time requires approval of the immediate
23 supervisor. The District Human Resource Department is to be provided,
24 in writing, the names of the team members selected to participate in CSEA
25 trainings and events as soon as participating members are selected.
26 Participating members are to submit a Request for Leave form to their
27 immediate supervisor at the same time.
- 28 K. Notice Requirement – Notices required by this Agreement or by law shall
29 be delivered in writing, either by hand or certified mail to the Chapter
30 President and to the assigned Field Representative. Within 30 days after
31 the execution of this Contract, the District shall print 1,000 copies of this
32 contract. The District will distribute a copy to each unit member and the
33 remaining 400 copies will be available and distributed to new employees.
34 CSEA and the District will share the expense of this printing.

- 1 L. CSEA members on any interview committee shall be notified one working
2 day before the interview committee meeting. Notification shall include
3 date, place and time.
- 4 M. By mutual agreement, CSEA may appoint one member to the interview
5 committee for vacancies above salary grade 16 whether the applicants are
6 internal or external.
- 7 N. The District recommends that all administrators include, when possible, an on-
8 site classified employee in the interview process for salary grades less than
9 16A.

10 Article 4 EMPLOYEE RIGHTS

11 **A. Personnel File**

- 12 1. The personnel file of each employee shall be maintained at the
13 District's central administration office. No adverse action of any kind
14 shall be taken against an employee based upon materials that are not
15 in the personnel file.
- 16 2. Employees shall be provided with copies of any derogatory written
17 material five (5) workdays before it is placed in the employee's
18 personnel file. The employee shall be given an opportunity during
19 normal working hours and without loss of pay to initial and date the
20 material and to prepare a written response to such material. The
21 written response shall be attached to the material and placed in the
22 employee's personnel file.
- 23 3. All personnel files shall be kept in confidence and shall be available
24 for inspection only to other employees of the District when actually
25 necessary in the proper administration of the District's affairs or the
26 supervision of the employee. The District shall keep a log indicating
27 the persons who have examined a personnel file, as well as the date
28 such examinations were made. Such log and the employee's
29 personnel file shall be available for examination by the employee or
30 his/her CSEA representative, if authorized by the employee. The log
31 shall be maintained in the employee's personnel file.
- 32 4. Any person who places written material or drafts written material for
33 placement in an employee's file shall sign the material and signify the
34 date on which such material was drafted. Any written materials
35 placed in a personnel file shall indicate the date of such placement.

1 5. After two (2) years, at the written request of the employee, all
2 derogatory material shall be sealed in the unit member's personnel
3 file.

4 **B. Evaluation**

- 5 1. No evaluation of any employee shall be placed in any personnel file
6 without an opportunity for discussion between the employee and the
7 evaluator. Evaluation should not be made based upon hearsay
8 statements, but should only be based upon the direct observation and
9 knowledge of the evaluator. Any negative evaluation shall include
10 specific recommendations and improvement provisions for assisting
11 the employee in implementing any recommendations made. The
12 employee shall have the right to review and respond to any
13 derogatory evaluation in accordance with Section A-2 of this article.
- 14 2. Unit members shall have the right to utilize the grievance procedure
15 provided in this Agreement for resolving procedural disputes arising
16 under this Article.
- 17 3. Bargaining unit members shall not evaluate other bargaining unit
18 members.

19 **C. Seniority** – Seniority shall be based on the date of hire that an employee
20 has been in paid status in a classification.

21 **Article 5 EVALUATION**

22 **Purpose of Evaluation**

23 The purpose of evaluation is to provide unit members with timely feedback
24 concerning their job performance. The evaluation process is a formal means by
25 which a supervisor can acknowledge the contributions of each employee.
26 Evaluations should include employee strengths, areas of growth, and when
27 applicable, skill areas needing improvement. Through the evaluation process
28 unit members should be encouraged to reach their full potential within their job
29 classification.

30
31 **A. Probationary Employees**

32
33 The probationary period for employees in a new position shall be six (6)
34 months in paid status from the first day of hire. Probationary employees
35 shall be evaluated during the first three (3) months and again at six (6)
36 months of employment. If there are one or more areas of Progress Not
37 Evident before six (6) months of employment have ended, the unit

1 member may have the probationary period extended for no more than
2 three (3) additional months.

3
4 **B. Permanent Employees**

- 5
6 1. Permanent employees shall be evaluated not less than every two
7 (2) years during the month of their respective anniversary date.
8 During the evaluation period, the evaluator of the unit member
9 will take affirmative action to assist in correcting any deficiencies
10 for improvement and assistance in implementing such
11 recommendations. These evaluations are considered in approving
12 promotions, transfers, and salary increases.
13
- 14 2. The evaluation shall be presented to, discussed with, and a copy
15 retained by the unit member. The unit member shall be given an
16 opportunity to review and sign the evaluation. The signature of the
17 unit member will not indicate that agrees with what has been
18 written; it will merely indicate he/she has read the evaluation. If
19 the unit member refuses to sign the evaluation, that fact shall be
20 noted on the evaluation. The original copy of the evaluation will
21 be placed in the personnel file of the employee.
22
- 23 3. No evaluation shall be based on hearsay statements, but shall be
24 based only upon direct observation or knowledge of the evaluator.
25 Any negative evaluation shall include specific recommendations
26 for improvement. The unit member shall be given an opportunity
27 to prepare a written response within fifteen (15) work days
28 following receipt of the evaluation, and the response shall be
29 attached to the evaluation.
30
- 31 4. Progress Not Evident Evaluation - All permanent employees will
32 be re-evaluated within at least six (6) months after receiving
33 Progress Not Evident marks, only in those areas marked Progress
34 Not Evident.
35
- 36 5. Withholding of Salary Increment - An increment may be withheld
37 for three (3) months due to a Progress Not Evident evaluation; and
38 if so, the employee is then re-evaluated. If the area(s) are still
39 Progress Not Evident, the employee is re-evaluated in three (3)
40 months, and the increment can again be withheld. If the increment

1 is reinstated, it shall not be retroactive. The employee may appeal
2 the supervisor's recommendation of withholding a salary
3 increment to the Director of Human Resources for determination.
4 If the immediate supervisor has not submitted the evaluation prior
5 to the employee's anniversary date, the District shall automatically
6 grant the unit member the step increment.

7 Article 6 CHECK OFF AND CSEA ORGANIZATIONAL SECURITY

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

- 13 **A. Dues Deduction** – The District shall deduct dues for all employees who
14 are members of CSEA, or who become members, on or after the date of
15 the execution of this Agreement and who have submitted revocable dues
16 authorization forms to the District. Such sums will be forwarded to
17 CSEA.
- 18 **B. Hold Harmless** – CSEA shall hold the District harmless in any dispute
19 that arises with regard to deductions and/or dues payment under this
20 Article. It is specifically understood that the failure of any unit member or
21 CSEA member to pay dues to CSEA or to comply with the CSEA rules,
22 regulations, or bylaws will be a dispute between CSEA and the member
23 and will not be a dispute with or involve the District. CSEA shall
24 indemnify and hold the District harmless for any and all claims, demands,
25 or suits or any other action arising from enforcement of the Organizational
26 Security provisions contained herein. CSEA will pay all legal costs
27 incurred in implementing this Article.
- 28 **C. New Employee Orientation**
- 29 1. At the time of hire, each new employee will receive a packet of
30 information to include: Bargaining Unit Agreement, Defined Work
31 Year Calendar, CSEA New Member Benefits Packet, and District
32 New Hire Information.
 - 33 2. The District and CSEA will jointly plan and present a minimum of
34 two (2) orientation meetings per year to welcome New Employees
35 and apprise them of their rights and responsibilities. Attendance is
36 required, and the District shall provide paid release time for
37 employees to attend at a time that is both fiscally sound and least
38 disruptive to student instruction and District operations. (Reference
39 Article 27, C – Training)

1 Article 7 PAY AND ALLOWANCES

2 **A. Rate of Pay**

3 **2017-2018** Re-opens for total compensation, salary and benefits.
4 The District will pay step increases and longevity.

5 **2018-2019** Re-opens for total compensation, salary and benefits.
6 The District will pay step increases and longevity.

7 **2019-2020** Re-opens for total compensation, salary and benefits.
8 The District will pay step increases and longevity.

9 **B. Salary Table**

10 In order to comply with PERS regulations, the rate of pay will be the
11 appropriate percentage of the salary table multiplied by 1.06667 to reflect
12 the PERS standardized forty (40) hour work week. For example, a full
13 time (100%) Santa Clara Unified employee works a 7½ hour day for a
14 total of 37½ hours per week. This full-time employee is a 93.75%
15 employee on the PERS adjusted salary table.

16 **C. Method of Determining Compensation**

17 In any given year, should CSEA settle before UTSC, and should UTSC
18 receive a higher percentage increase in compensation (including salary,
19 bonus, restructuring of the salary schedule, differentials, longevity,
20 benefits, and the like), CSEA bargaining unit members shall receive a
21 total compensation increase commensurate with the UTSC percentage
22 increase.

23 Once the dollar amount of the total compensation package is determined,
24 cost items agreed upon at the completion of CSEA bargaining shall be
25 deducted from the proposed compensation package. Any resulting
26 compensation increase shall then be allocated as CSEA determines.

27 **D. Method of Payment**

28 1. Part-time employees – Regular part-time employees will be placed
29 on the payroll on a monthly basis. Pay is calculated by multiplying
30 the number of total paid days by hours per day by the hourly rate to
31 determine the annual salary, which is divided by the number of
32 scheduled payments. Major payroll errors resulting from insufficient
33 payment for a unit member shall be corrected and a supplemental
34 check issued not later than five (5) working days after the employee
35 provides notice to the Payroll Department.

- 1 2. Effective July 1, 2003, regular part time employees will be paid in
2 ten equal monthly payments.
- 3 3. The District will comply with all PERS reporting requirements.
- 4 4. Part-time employees will be eligible for all benefits of vacation, sick
5 leave, and designated legal and local holidays on the appropriate
6 fractional basis of a seven and one-half hour day according to their
7 assignment; e.g., a 3¾ hour employee would be eligible for fifty
8 (50%) percent of the above benefits.

9 **E. Exemption from Salary Table**

10 **State Preschool Programs**

11 Classified staff assigned to the State Preschool Programs are not covered
12 by Article 7 A. or Article 7 C. Future adjustments to the total
13 compensation package (salary schedule raises, statutory benefits, and
14 health and welfare benefits) will depend on the current year’s projected
15 ending balance and the budget year’s financial status, as well as the
16 agreement of both the District Administrators and the CSEA
17 representatives. The compensation will be based on the most current
18 year’s salary schedule.

19 **Children’s Center**

20 Article 7 A. and Article 7 C. do not cover classified staff assigned to the
21 Children’s Center Programs. On June 1, 2004, the District and CSEA
22 agreed that beginning with the 2004-2005 school year, the Children’s
23 Center Salary Schedule would be reduced by 11% from the 2003-04
24 school year. Effective July 1, 2005, any adjustments to the total
25 compensation package (salary, statutory benefits, and health and welfare
26 benefits) will depend on the current year’s projected ending balance and
27 the budget year’s financial status, as well as with the agreement of both
28 the District Administrators and CSEA representatives. The compensation
29 will be based on the most current year’s salary schedule. Through the
30 2010-11 school year, 9% of the salary decrease that was implemented in
31 2004-05, has been reinstated.

32 **Extended Day, District Preschool**

33 Extended Day, District Preschool and District Infant Toddler Programs
34 were added to the existing CSEA-represented Instructional Assistants
35 (Paraeducators) bargaining unit effective May 1, 2009, as per a PERB
36 settlement agreement.

1 Classified staff assigned to Extended Day, District Preschool, and District
2 Infant Toddler Program are not covered by Article 7 A. or Article 7 C.
3 Future adjustments to the total compensation package (salary schedule
4 raises, statutory benefits and health and welfare benefits) will depend on
5 the current year's projected ending balance and the budget year's financial
6 status, as well as the agreement of both the District Administrators and the
7 CSEA representatives. The compensation will be based on the most
8 current year's salary schedule.

9 **Oversight Committee**

10 An Oversight Committee, consisting of the three (3) Site Directors, one (1)
11 representative from each UTSC and CSEA, District Office Administration,
12 and the Assistant Superintendent of Business, shall meet quarterly to
13 evaluate the budgets of all above-named programs. All Committee
14 members shall mutually agree to the date for these meetings.

15 **F. Night Shift Differential**

- 16 1. All bargaining unit members regularly assigned to perform work after
17 6:00 p.m. will receive a 5% differential for their regular shift.
- 18 2. Night custodians shall be paid the night shift differential during
19 periods of vacations, sick leave, personal necessity leaves and during
20 summer months.

21 **G. Mileage: Multiple/Split Site Assignment**

- 22 1. All employees who are required to travel daily by personal vehicle to
23 a second work site will receive a \$75 per month stipend in lieu of
24 mileage.
- 25 2. Employees serving in a regular split site assignment (classified
26 employees regularly assigned to work at more than one (1) work site
27 in any school day), shall receive a \$75 per month stipend in lieu of
28 mileage.

29 If an employee's travel distance exceeds the District's \$75 per month
30 premium allowance, the employee may submit a mileage voucher for the
31 additional cost.

- 32 3. Any employee in the bargaining unit required to use his/her vehicle on
33 District business shall be reimbursed at the current IRS rate per mile for all
34 miles driven on behalf of the District.

35 **H. Longevity Pay** – Premium pay shall be granted as longevity increments at
36 the beginning of the eleventh (11th) year of service according to the
37 following schedule:

1	After 10 years	4%
2	After 15 years	6%
3	After 20 years	8%
4	After 25 years	10%

5 Years of service as defined for this section shall include military leave,
6 sick leave, sickness and industrial accident leave, short-term and other
7 authorized leaves which legally do not constitute a break in service.
8 Longevity pay applies to all unit members on the Classified Salary Table.
9 The percentage of increment granted after the initial 4% is two percent
10 after the 15th year and two percent after the completion of the 20th and 25th
11 years of service, until the total increment for longevity would be 10%.
12 Exemption: Chapter 350 CSEA Members employed in the following
13 Family Child Education hourly programs will remain exempt from the
14 longevity factor for the 2015-16 school year or until such time as this is
15 otherwise negotiated: District Extended Day, District Preschool and
16 District Infant Toddler Programs.

17 **I. Uniforms** – If the District requires a unit member to wear a uniform,
18 identification badge, card or emblem, or to use special equipment or tools,
19 all cost will be borne by the District. When a unit member is required by
20 the District to launder a uniform, the District will pay the unit member a
21 monthly stipend of \$25.00.

22 **J. Out-of-Classification** – A unit member who is assigned or required to
23 render service and perform duties outside his/her job description for five
24 (5) days or more within a fifteen (15) day period shall have his/her
25 immediate supervisor submit a change of status form to have the
26 employee’s salary adjusted upward to reflect the increased duties.

27 **K. Promotion** – An employee, when promoted from one class to another,
28 shall receive the salary of the higher class which is next above the salary
29 being received on the lower class, except in cases where the classifications
30 involved are only one-half step apart, the increase shall not be less than
31 5% except when the placement exceeds the top of step 6 on the salary
32 grade.

33 **L. Paraeducators** – Shall work under the proper direction/guidance of a
34 certificated person. It is understood that the Paraeducators employed by
35 the District are responsible to, evaluated by, and supervised by the school
36 site administrator. The school site administrator will direct the work of
37 the Paraeducators in a particular assignment through the teacher with that

1 same assignment. The teacher may provide information relevant to a
2 Paraeducator's job performance to the school administrator.

3 Paraeducators will be scheduled to work the days that school is in session
4 for students, plus five (5) additional days. The District shall guarantee that
5 Paraeducators will work within the parameters of their job description and
6 that certificated personnel who direct and guide Paraeducators shall be
7 instructed to utilize the services of the Paraeducators within the
8 parameters of his/her job description.

9 Paraeducators will not be required to substitute for an absent teacher.
10 Paraeducators who are asked by the site administrator to substitute for the
11 teacher with whom he/she normally works when a credentialed substitute
12 cannot be obtained, may do so voluntarily. If this occurs, the
13 Paraeducators will be compensated at the current daily substitute teacher
14 rate of pay if he/she substitutes for a half day or for the entire day.
15 However, in order to avoid double payment, the Paraeducator must take a
16 half-day or an entire day without pay from his/her own job.

17 **M. Meals/Lodging**

- 18 1. Any employee in the bargaining unit who, as a result of a work
19 assignment, must purchase meals away from the District will be
20 reimbursed in conformity with appropriate District allowances. The
21 unit member must provide a receipt to receive reimbursement.
- 22 2. Any employee in the bargaining unit who, as a result of a work
23 assignment, must be lodged away from home overnight will be
24 reimbursed by the District in conformity with appropriate District
25 allowances. Where possible, the District will provide advance funds
26 for such lodging based on confirmation.
- 27 3. When a bus driver is assigned and required to drive on a trip and
28 remain outside the boundaries of the District during a meal period, the
29 bus driver who is so assigned will be reimbursed up to \$15.00 toward
30 the cost of purchasing such meal, upon submission of receipts in
31 accordance with District policy.

32 **N. Professional Growth Program** – The purpose of the Professional Growth
33 Program is to encourage life-long learning.

34
35 The Santa Clara Unified School District will provide a Professional
36 Growth Program as outlined below:

- 37 1. Eligibility – All regular unit members, including part-time, are
38 eligible to participate in the Professional Growth Program.

- 1 2. Unit members may request pre-approval of courses to determine
2 whether such courses would be applied toward the professional
3 growth stipend (8a) or to the personal interest stipend (8b). Pre-
4 approval requests will be submitted to the Director of Human
5 Resources on the designated form.
- 6 3. The Director of Human Resources will review all submissions for
7 eligibility according to the guidelines delineated in this article.
- 8 4. Credit – Will be given for satisfactory completion of courses from
9 college, community college, university, adult education, trade school
10 courses pertinent to the employee’s job assignment, as well as
11 attendance at approved non-college and District workshops.
12 Professional Growth credit is granted in semester unit equivalents: 1
13 quarter unit = 2/3 semester units; 3 quarter units = 2 semester units;
14 18 hours of District approved non-college class attendance = 1
15 semester unit; 8 hours District approved workshop = 1/2 semester
16 unit. Notification of withdrawal from courses or cancellation of
17 classes will be made to the Office of Human Resources by the
18 employee. No credit is available for courses or workshops taken for
19 which the employee receives reimbursement of any kind from the
20 District.
- 21 5. Units – Requirements – Nine (9) semester units are required for each
22 professional growth increment. Of the nine units required, six (6)
23 must be related to the employee’s specific classification or area of
24 employment in the District as determined by the Human Resources
25 Office. All nine (9) units may be job related.
- 26 6. Units – Limitation – No more than twelve (12) units will be allowed
27 for credit during the school year. Of the twelve units allowed, no
28 more than three (3) will be general units. These three (3) general
29 units will be credited to the nine (9) unit requirement and not carried
30 forward for a succeeding increment. Units taken in excess of twelve
31 (12) units cannot be accumulated for subsequent Professional Growth
32 increments.
- 33 7. Units – Reporting – Verification of completion of units must be
34 reported to the Office of Human Resources no later than ninety (90)
35 calendar days after the course(s) is completed.
- 36 8. Compensation – Effective January 1, 2018, for all units earned after
37 employment:

- a. A stipend of \$100 per month will be paid for each nine (9) semester units completed toward obtaining an A.A. Degree, B.A. Degree, Certificate in a professional or trade school program, or a course or training directly related to skills required for advancement in the employee's classification.
- b. A stipend of \$40 per month will be paid for each nine (9) semester units completed in general areas of interest to the employee.

This stipend will be prorated to the percentage of time worked throughout the school year and be effective August 1 and February 1.

O. Career Ladder

1. Unit members who have completed their initial probationary period with the District may make application for tuition reimbursement to attend accredited college or university courses for the purpose of obtaining a teaching credential to prepare them for teaching positions within the District.
2. Employee Tuition Reimbursement Committee – An ongoing committee, consisting of three (3) members appointed by CSEA, three (3) members appointed by the District and chaired by a representative of the Office of Human Resources, shall evaluate each application based upon the relevancy of the course(s) to obtaining a California teaching credential. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article 3.
3. Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. Applicants shall submit a description of the course(s) content and its applicability to an approved program of study leading to a valid California teaching credential certifying eligibility to serve in positions in the K-12 program. Reimbursements shall not be made in increments less than fifty dollars (\$50) per application and shall not exceed one hundred percent (100%) of actual tuition costs for approved classes at a tax-supported college or university. Course work at a private university or college will be reimbursed at a rate that does not exceed the tuition costs at the University of California. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.

1 4. Effective July 1 of each year, there shall be a maximum fund of
2 \$50,000 available for purposes of implementation of the Career
3 Ladder. The final allocation will be based on the total number of
4 participants in a given year and shall be allocated as follows:

- 5
6 1-2 participants – up to \$10,000
7 3-4 participants – up to \$20,000
8 5-6 participants – up to \$25,000
9 7+ participants – up to \$50,000

10
11 The funding will be divided between Summer, Fall, and Spring to
12 ensure even distribution to qualified participants. If demand is
13 greater than the funds available, then the money will be allocated on
14 a rotating basis reimbursing for one class per candidate at a time,
15 until funds are depleted.

16 5. After obtaining a California teaching credential, unit members
17 participating in this “Teacher Development Program” shall submit
18 to the District an application for employment as a teacher. If
19 offered a teaching contract with the District, the unit member shall
20 accept the employment offer. Failure to enter into an offered
21 teaching contract shall result in a payroll deduction of all tuition
22 reimbursement under this program. Other methods for repayment of
23 tuition reimbursement may be mutually agreed upon by the District
24 and the unit member.

25 6. Units completed under the Career Ladder program may not be used
26 for Professional Growth credit.

27 **P. Mentor Program**

28 Purpose: The purpose of the Classified Mentor Program is to:

- 29 • Motivate, encourage, and recognize excellence of the classified
30 employees by acknowledging the contributions the classified
31 employees make to the District.
- 32 • Create cost effective staff development programs for classified
33 staff members.
- 34 • Provide opportunities and incentives for classified employees with
35 expertise in specific areas.

- 1 • Utilize the existing skills and talents of classified employees to
2 facilitate achievement of district goals and objectives.
- 3 • Acknowledge the contributions this dedicated core of employees
4 make to the district.

5 **Operation of the Mentor Program**

6 The District and CSEA will maintain the classified mentor program. The
7 District will provide \$10,000 annually to fund this program. Unused
8 funds will be carried over. The total funds in the Mentor Program will not
9 exceed \$20,000 in any one year.

10 **Classified Mentors**

- 11 1. **Qualification Criteria for Employees serving as Classified**
12 **Mentors:** Candidates must be a permanent classified employee in
13 the Santa Clara Unified School District.
- 14 2. **Participation:**
 - 15 a. Classified Employees interested in serving as a mentor may
16 obtain application information from the Classified Human
17 Resources Department and on the District Website.
 - 18 b. Classified Mentor applications for the ensuing year's program
19 must be submitted by March 31 to the Human Resources
20 Department.
- 21 3. **Term of Service:**
22 Classified Mentors shall serve a term of one year. Mentors may
23 apply annually for a maximum of two years. Classified Mentors
24 will be required to obtain their administrator's approval for any
25 modifications to their normal work schedule, and /or use of Staff
26 Development Days.

27 **Classified Mentor Committee:**

- 28 1. Committee members will be appointed by the Chapter President. The
29 announcement of these appointments will occur in the January
30 District newsletter.
- 31 2. Classified Mentor Committee (CMC) shall be composed of five
32 voting members. One classified employee from each of the
33 bargaining units, two principals (one elementary and one secondary
34 principal) and the CSEA Chapter President. The CSEA Labor
35 Representative and the Director of Human Resources will facilitate
36 the meetings. These two facilitators will not have voting rights.

1 Classified Mentor Committee members will serve a three-year term.
2 For purposes of continuity, and to develop a three-year cycle,
3 members will initially be appointed to serve on a rotational basis (one
4 member from each of the bargaining units i.e. Operations,
5 Paraeducators, and Clerical will serve one, two, and three years
6 respectively.).

7 **Program Evaluation**

8 The Classified Mentor Program will be evaluated by the CMC. Results of
9 the evaluation will be presented to the Board of Education.

10 **Q. Bilingual/Biliterate Differentials**

- 11 1. When the District requires Spanish language skills for a particular
12 bargaining unit position, the District will pay an eligible unit member
13 a differential equal to 2.0% of the unit member's regular wage for
14 oral fluency ("bilingual"), and 5% of the unit member's regular wage
15 for fluency in both oral and written communication ("biliterate").
- 16 2. Eligibility for bilingual and biliterate differentials will be certified by
17 the Human Resources Department:
 - 18 a. Bilingual competency will be determined by the attainment of a
19 passing score on an oral examination, demonstrating the ability to
20 converse fluently in Spanish.
 - 21 b. Biliterate competency will be determined by the attainment of a
22 passing score on an oral and written examination, demonstrating
23 ability to converse fluently in Spanish and to communicate in
24 writing in Spanish by proficiently preparing routine written
25 communications in Spanish, as well as accurately translating
26 written communications from English to Spanish and from
27 Spanish to English.
- 28
29 3. The District reserves the right to create classifications in which
30 fluency in oral and written communication in a language other than
31 English is an essential job function. In creating such classifications,
32 the language requirement will be factored into the wage range
33 placement and accordingly, such classification positions will not be
34 eligible for bilingual/biliterate differentials.

1 **R. Overnight Field Trip Stipend**

2 When the District requires a bargaining unit member to attend an
3 overnight field trip, the District will pay the unit member his or her
4 regular hourly rate for all hours he or she actually performs duties,
5 overtime if applicable, plus a stipend of \$100.00 for each night of the
6 field trip.

7 **S. Compensation for Health-Related Student Services**

8 When necessary to care for the health needs of students, Paraeducators
9 who do not have health-related student services duties, such as toileting
10 and diaper changing, provided in their job descriptions may be assigned
11 such duties by their supervisor. Before performing such duties on a
12 regular basis, the assigned unit members will be provided with
13 appropriate training and supplies, as determined by the trainer. In
14 addition, unit members will be compensated for such additional
15 assignment at the hourly rate for their then current Step in the Wage
16 Range above the range for their classification (e.g. for a unit member on
17 Range 15A, the range above would be Range 16). The supervisor may
18 discontinue this assignment and compensation with five (5) workdays'
19 notice.

20 **Article 8 HEALTH AND WELFARE BENEFITS**

- 21 A. The District agrees to pay costs for Health and Welfare benefits as
22 mutually agreed with annual re-openers for the subsequent years of the
23 contract. (See chart below for prorated percentages.)
- 24 1. For full-time employees and dependents, the District will pay the
25 current medical benefit cap toward the cost of premiums for the District
26 sponsored medical plan.
 - 27 2. Full-time employees and dependents will be provided with dental
28 coverage of \$2,000 maximum per insured per year. The District will
29 pay up to a \$130.00 per month cap for the cost of premiums for the
30 dental plan.
 - 31 3. Employees will be provided family vision plan with a \$15 co-
32 payment.
 - 33 4. An employee Assistance Program (EAP) will be provided by the
34 District.
 - 35 5. Full-time employees will be provided with a Term Life Insurance
36 Policy for \$10,000.

- 1 6. Part-time employees who are assigned four (4) hours or more will be
 2 offered the benefits listed above on a prorated basis (See chart
 3 below.).
- 4 7. Health benefits will include domestic partners who meet the State of
 5 California's definition of Domestic Partnership (See California
 6 Family Code 297), and who file a State of California Declaration of
 7 Domestic Partnership. If such a domestic partnership is dissolved, the
 8 employee shall notify the District in writing to terminate coverage.
 9 Domestic Partnerships approved by the District prior to July 1, 2009,
 10 shall remain eligible for benefits.
- 11 8. For Employees working less than 12 months, who pay a portion of
 12 medical, dental, vision and life insurance premiums, the cost of these
 13 premiums will be deducted from their pay warrant in 10 equal
 14 deductions (August – May) or 11 equal deductions (August – June).
 15 These deductions will cover the cost of medical premiums for the
 16 months of June and July.
- 17 9. Whenever a formal offer of medical benefits is presented by the
 18 District to CSEA members, it will be accompanied by a table
 19 reflecting prorated costs for part-time employees.

20 **CLASSIFIED EMPLOYEES PRORATED HEALTH BENEFIT**
 21 **PERCENTAGES**

Single, 2-Party or Family Health Benefits		
Hours Worked Daily	Percentage of Medical Cap Paid for by SCUSD	
	Based on 8 hours	Based on 7.5 hours
4 Hours	50.00%	53.33%
4.5 Hours	56.25%	60.00%
5.0 Hours	62.50%	66.67%
5.5 Hours	68.75%	73.33%
6.0 Hours	75.00%	80.00%

22

23 **B. Health Plans**

24 Prior to renewal dates for health plans, an Employer-Employee Benefit
 25 Advisory Committee composed of an equal number of representatives

1 selected by the employee organizations and by the District, shall be
2 formed. The Committee shall submit recommendations for Health Plan
3 carriers, benefits and cost containment provisions. Any changes
4 recommended by the committee shall be subject to negotiations.

5 **C. SDI California State Disability Insurance**

6 Santa Clara Unified School District classified employees participate in
7 the State Disability Insurance (SDI) plan through EDD. The District
8 integrates sick leave and/or vacation and SDI benefits.

- 9 1. SDI does NOT cover the first seven (7) days of any disability;
10 therefore, personal sick leave or vacation (if a 12-month employee)
11 must be used to cover this period in its entirety.
- 12 2. Employees who will be absent from work for an extended period of
13 time must provide the Office of Human Resources with written
14 verification by an SDI qualified health care provider of the disabling
15 condition and estimated duration of the disability.
- 16 3. If the employee intends to file for SDI, he/she must also contact the
17 SDI office directly for a claim form. Once SDI has determined a
18 benefit amount, the employee must provide a copy of the SDI award
19 letter and the SDI check stubs to the Office of Human Resources in
20 order to ensure proper integration of benefits and payment.
- 21 4. The combination of SDI benefits plus District sick or vacation leave
22 benefits cannot exceed the employee's regular total monthly salary.
- 23 5. Employees shall provide the SDI check stubs to the District's payroll
24 department on a monthly basis in order to avoid a large salary
25 adjustment in any one month.

26 **D. SDI – Paid Family Medical Leave**

- 27 1. Paid Family Leave does NOT cover the first seven days, therefore, up
28 to 6 days of family illness (FI) and/or personal necessity (PN) which
29 are deducted from personal sick leave or vacation (if a 12-month
30 employee) must be used to cover this period in its entirety.
- 31 2. A full year employee (12-month) is required to use two weeks of
32 accrued vacation prior to beginning PFL.
- 33 3. Written notification from the family member's qualified health care
34 provider documenting the serious health condition and which requires
35 that the employee be off work to provide care to the ill family

1 member. Parenting or maternity leave simply requires proof of birth
2 or adoption.

3 4. Paid Family Leave provides only partial income replacement for up to
4 six weeks.

5 5. The District will integrate an employee's FI, PN or vacation leave
6 with paid family leave. However, the combined benefits cannot
7 exceed the employee's regular total monthly salary.

8 6. Employees shall provide the SDI check stubs to the District's payroll
9 department on a monthly basis in order to ensure correct integration
10 of benefits.

11 Article 9 RETIREE BENEFITS-CLASSIFIED BRIDGE PROGRAM

12 All unit members (enrolled in the District's medical insurance plan at the time
13 of retirement) who are retiring between July 1, 2017, through June 30, 2020,
14 shall be provided coverage equal to Kaiser single party 3-tier premium rate
15 (floating) toward medical benefits only, for three (3) years from their date of
16 retirement. Unit members who provide the District with 90 days notification of
17 their intent to retire shall receive four (4) years coverage from the date of
18 retirement providing the unit member has been a participant in the District's
19 medical benefit plan at least since the last open enrollment period prior to the
20 date of retirement. An exception to this standard of eligibility will only be
21 made should an employee experience a *Qualifying Event*, as defined by Kaiser,
22 after the Open Enrollment Period has closed, and only if there is adequate time
23 to enroll and participate in Kaiser Insurance prior to retirement.

24 The unit member shall retain the same level of medical only benefit coverage
25 as he/she had during the year prior to retirement.

26 Upon reaching age 65, the unit member must enroll in Medicare parts A & B
27 and enroll in a senior health insurance plan to maintain eligibility. The District
28 will reimburse unit members on a semi-annual basis for their contributions to
29 Medicare Plan B, providing that the total cost of medical-only benefits does not
30 exceed the negotiated cap for retirees.

31 The District shall provide written notification to all classified retirees of their
32 eligibility for Medicare Part B reimbursement. The retiree shall assume
33 responsibility for submitting proof of payment (at least once per year) for this
34 expense.

35 Less than full-time employees who participate in the Medical Bridge Program,
36 shall receive pro-rated benefits at the same level received prior to retirement
37 based on the employee's full time equivalent.

1 To be eligible, unit members must have reached the age of 55 years by the date
2 of retirement. Years of service required for eligibility will be based on the
3 number of hours the employee works per day immediately prior to retirement.

4	<u>Hours Worked Daily</u>	<u>Years of Service for Eligibility</u>
5	7.0 – 7.5	10
6	6.0 – 6.5	13
7	5.0 – 5.5	15
8	4.0 – 4.5	17

9
10 Article 10 SAFETY

- 11 A. The Santa Clara Unified School District and the classified bargaining unit
12 members agree to comply with the standards established by the California
13 Occupational Health and Safety Act (Cal/OSHA) and the Federal
14 Occupational Health and Safety Act (Fed/OSHA). Neither the District nor
15 the unit members will knowingly violate the provisions of Cal/OSHA
16 and/or Fed/OSHA. Unsafe conditions noted by unit members should be
17 reported to the immediate supervisor upon discovery. Should the District
18 require the use of protective equipment or clothing, the District will
19 furnish such equipment or clothing. Unit members should adhere to any
20 safety rules posted by the District.
- 21 B. The District shall provide training for a unit member(s) when assigned
22 duties mandate the use of unfamiliar equipment or chemicals. Such
23 training will be approved by the supervisor and be conducted during the
24 unit member’s assigned work shift. The District shall provide annual
25 training for unit members handling any pesticide.
- 26 C. The District shall establish a Safety Committee composed of:
- 27 • Risk Manager (Chair);
 - 28 • Principal;
 - 29 • UTSC Representatives (2);
 - 30 • CSEA Representatives (2);
 - 31 • Parents of students (2);
 - 32 • Human Resources Department Staff;
 - 33 • Transportation Manager;
 - 34 • Facilities Manager;
 - 35 • Maintenance Department Staff;
 - 36 • Nutrition Services Department Staff;
 - 37 • Williams Act Administrator;
 - 38 • Coordinator of Student Services.

- 1 D. The District will require the wearing of Cal/OSHA compliant steel-toed
2 boots for designated classifications of employees (i.e. mechanics, grounds,
3 warehouse, and maintenance tradespersons). Annually, the District will
4 provide such employees with a voucher stipend for the purchase of
5 compliant boots up to \$180.00 per year for the 2018-2019 school year.
6 Employees wishing to select a boot option that costs more than the
7 voucher stipend will be responsible for personally paying the additional
8 cost. The District will reasonably accommodate employees who are
9 required to wear steel-toed boots who have documented restrictions from a
10 physician due to a disability.
11 Employees will be provided rubber boots to wear over their work boots in
12 wet conditions or inclement weather. Requests for a second pair of boots
13 within the same work year will be considered for approval based on
14 demonstrated need and will be included in the voucher stipend specified
15 above unless there are documented restrictions as stated above.
- 16 E. The District will provide to Unit Members working with severely mentally
17 and physically disadvantaged students a cellular phone or appropriate
18 device for emergency communications for any off campus activity without
19 supervisory personnel present.
- 20 F. The District will provide sufficient supplies for the care of severely
21 mentally and physically disadvantaged students.
- 22 G. The District maintains a drug and alcohol free workplace. In order to
23 maximize the level of safety for employees, students and the public, the
24 District will require pre-employment drug and alcohol testing for
25 employees who are candidates for positions that require driving a district
26 vehicle or operating heavy motorized equipment in the course of their job
27 responsibilities. Post-accident drug and alcohol testing will be a condition
28 of continued employment. Procedures for testing will follow the
29 guidelines established for safety sensitive positions. Employees who drive
30 District vehicles must maintain a safe driving record. See Board Policy
31 4115 & 4040.

32 Article 11 HOURS AND OVERTIME

- 33 A. Work Day – The length of the normal district workday shall be 7½ hours.
34 The length of the workday shall be designated by the District for each
35 classified assignment in accordance with the provisions set forth in this
36 Agreement. Each bargaining unit employee shall be assigned a fixed,
37 regular, and ascertainable minimum number of hours. It should be noted
38 that the normal District work day for employees in the Extended Care,
39 District Preschool Program and Infant Toddler Program shall be eight (8)
40 hours per day.

1 B. Work Week – The work week shall consist of five (5) consecutive
2 workdays of seven and one-half (7½) hours per day and thirty-seven and
3 one-half (37½) hours per week. The hours of service may be arranged by
4 the immediate supervisor and approved by the superintendent in
5 accordance with the needs within each position. This Article shall not
6 restrict the extension of the regular work day or work week on any
7 overtime basis when such is necessary to carry on the business of the
8 District, except as provided for in Part F. It should be noted that the work
9 week for the Extended Care, District Preschool Program, and Infant
10 Toddler Program should consist of five (5) consecutive work days of eight
11 (8) hours per day, forty (40) hours per week.

12 C. Defined Work Year for Less Than Twelve-Month Employees – Employees
13 whose services are required less than twelve months of the year will
14 follow a work schedule that is developed around the school calendar for
15 students and usually includes additional work days based on the
16 requirements of each particular job. The site/program administrator or
17 department manager shall approve work schedules. No later than thirty
18 (30) days prior to the end of the school year, a defined work calendar will
19 be provided to each employee that designates workdays for the following
20 school year. See the following table for the maximum number of
21 workdays allocated to each job classification.

22 In some job classifications, there may be extra work available during
23 school closure periods and/or the summer recess. This work will be
24 offered and approved in advance only by site administrators, program
25 administrators or department managers to individuals within the
26 classification and, if voluntarily accepted, extra hours will be paid on a
27 time card.

28 In addition to the number of designated work days, all bargaining unit
29 members will be paid for the thirteen (13) legal and local holidays that
30 occur within the school year (See Article 13 – HOLIDAYS).

31 Less than twelve-month employees will also be paid for the number of
32 vacation days to which they are entitled based on their years of service in
33 the district (See Article 12 – VACATIONS). Vacation days, as per
34 contract, are intended to cover the non-holiday school closure times in
35 November, December–January, February, April, and other non-school
36 days at the end of June. School-based employees are expected to work the
37 days that school is in session for students and shall not use vacation days
38 when school is in session.

1 In addition to the work days listed in the table below, all types of
 2 Paraeducators will also have one “buy-back” day (6 hours) of staff
 3 development training, documented on a time card, for which they will be
 4 compensated at their normal rate of pay. This provision will continue in
 5 effect as long as the State provides funding for staff development activities
 6 for classified instructional personnel.

7 If the school year (the number of days during which students are required
 8 to be in attendance) is lengthened or shortened, the days allocated to the
 9 affected job classifications will be adjusted accordingly by mutual
 10 agreement between the District and CSEA.

11 **D. Defined Work Year for Twelve Month Employees**

12 The Defined Work year Calendar for twelve-month employees, including
 13 those assigned to school sites, shall be developed jointly between the
 14 immediate supervisor and the employee. In any school year that includes
 15 a leap year, District supervisors will meet with 12-month employees
 16 covered by this Agreement prior to September 1st to schedule the 261
 17 working days they will be assigned to work for the Defined Work Year
 18 Calendar in that school year.

19 **E. Defined Work Year Table For All Classified Employees**

Position	Number of Work Days	Plus Additional Paid Days
Adult Ed Paraeducator	160	
Lead Campus Supervisor	185	13 Holidays and Paid Vacation
Migrant Early Education Services Liaison (MEES)	185	13 Holidays and Paid Vacation
Campus Supervisor	185	13 Holidays and Paid Vacation
Student Attendant	185	13 Holidays and Paid Vacation
Applied Behavior Assistant (ABA) Special Education, Paraeducator	185	13 Holidays and Paid Vacation
Bilingual Community Liaison	185	13 Holidays and Paid Vacation
Child Care Paraeducator	185	13 Holidays and Paid Vacation
Computer/Technology Assistant.	185	13 Holidays and Paid Vacation
EIBI Program Lead/Special Ed Paraeducator	185	13 Holidays and Paid Vacation
PE Paraeducator	185	13 Holidays and Paid Vacation
Life skills Paraeducator MS/HS	185	13 Holidays and Paid Vacation
Special Ed Paraeducator ED	185	13 Holidays and Paid Vacation

Position	Number of Work Days	Plus Additional Paid Days
Special Ed Paraeducator	185	13 Holidays and Paid Vacation
Vocational Workability Technician	185	13 Holidays and Paid Vacation
Van Driver	185	13 Holidays and Paid Vacation
Cook-Baker	185	13 Holidays and Paid Vacation
Food Service Server	185	13 Holidays and Paid Vacation
Food Services Assistant	185	13 Holidays and Paid Vacation
Food Services Supervisor	185	13 Holidays and Paid Vacation
Satellite Cashier	185	13 Holidays and Paid Vacation
Snack Bar Operator	185	13 Holidays and Paid Vacation
Bus Driver/Utility	187	13 Holidays and Paid Vacation
Residency/Truancy Officer	185***	13 Holidays and Paid Vacation
Delivery Driver		
Child Nutrition Full-time	197	13 Holidays and Paid Vacation
Child Nutrition Part-time	187	13 Holidays and Paid Vacation
Account Clerk II – Child Nutrition	191	13 Holidays and Paid Vacation
ASB Secretary /HS	191	13 Holidays and Paid Vacation
Career Center Technician	191	13 Holidays and Paid Vacation
Counselor Secretary/High School	191	13 Holidays and Paid Vacation
Discrete Trial Program Coordinator	191	13 Holidays and Paid Vacation
English Language Support/Assessment Tech (ELSAT)	191	13 Holidays and Paid Vacation
Health Assistant	191	13 Holidays and Paid Vacation
Indian Ed. Program Assistant	191	13 Holidays and Paid Vacation
Library Media Assistant – Elem	191	13 Holidays and Paid Vacation
Library Media Assistant – Sec	191	13 Holidays and Paid Vacation
Migrant Ed. Assistant	191	13 Holidays and Paid Vacation
Occupational Therapist	191	13 Holidays and Paid Vacation
Special Projects Office Assistant	191	13 Holidays and Paid Vacation
Student Services Info Tech	191	13 Holidays and Paid Vacation
Typist Clerk III	191	13 Holidays and Paid Vacation
Clerical Assistant Elementary, Middle & High Schools	202	13 Holidays and Paid Vacation
Instructional Media Center Tech I	202	13 Holidays and Paid Vacation
Instructional Media Clerk II	202	13 Holidays and Paid Vacation

Position	Number of Work Days	Plus Additional Paid Days
Instructional Media Clerk III	202	13 Holidays and Paid Vacation
Personnel Assistant II	202	13 Holidays and Paid Vacation
Personnel Tech – Sub Coordinator	202	13 Holidays and Paid Vacation
School Community Liaison	202	13 Holidays and Paid Vacation
Staff Secretary I – DRC	202	13 Holidays and Paid Vacation
Chef/Supervisor	212	14 Holidays and Paid Vacation
EIBI Coordinator II	212	14 Holidays and Paid Vacation
BCBA Behavior Analyst	212	14 Holidays and Paid Vacation

Position	Number of Work Days	Holidays and Paid Vacation Included
Less than 12-Month (11-Month Employee)	239	13 Holidays/Vacation included
12-Month Employee	261	14 Holidays/Vacation included
12-Month Employee – Family-Child Ed Classified Hourly Unit Member (Infant Toddler, District Extended Day and District Preschool Programs)	261	11 Holidays

- 1 *Less than 12-month (11-Month)/239 day school clerical employees shall return*
- 2 *from summer break fifteen (15) work days prior to the start of school.*
- 3 *Vacation days are to be used during school closures.*

4 **F. Part -Time Reassignment** – A part-time unit member who is asked to
5 work a minimum of 30 minutes per day in excess of his/her part-time
6 assignment for a period of 20 consecutive working days or more, shall
7 have his/her basic assignment changed to reflect the longer hours in order
8 to acquire prorated benefits for vacation, sick leave, and/or health and
9 welfare insurance benefits pursuant to this contract. This provision does
10 not apply when the extended hours are to cover in all or in part a vacant,
11 posted position.

12 **G. Extended Hours** – Part-time employees’ hours worked beyond their
13 normal workday up to 7½ hours.

14 **H. Overtime** – Overtime shall be considered any time worked over a 7½ hour
15 day or a 37½ hour week, and shall be compensated at time-and-one-half.
16 It should be noted that employees working in the Extended Care, District

1 Preschool Program, and Infant Toddler Program shall receive overtime for
2 any time worked over an 8-hour day or 40-hour week, and shall be
3 compensated at 1½ times the unit member’s regular rate of pay.

- 4 1. On the sixth or seventh day following the commencement of the work
5 week, any employee shall be compensated at 1½ times the unit
6 member’s regular rate of pay.
- 7 2. All hours worked on the seventh consecutive day of work up to seven
8 and one-half (7½) hours shall be compensated at double the regular
9 rate of pay.
- 10 3. All hours worked in excess of seven and one-half hours (7½) on the
11 sixth consecutive day shall be compensated at double the regular rate
12 of pay.
- 13 4. All hours worked in excess of seven and one-half hours (7½) on the
14 seventh consecutive day shall be compensated at 2½ times the regular
15 rate of pay.
- 16 5. Holiday Pay – See Holidays, Article 13.

17 **I. Additional Work Assignments** – Additional work assignments (extended
18 hours, overtime, weekend and holiday work, field trips, summer work,
19 etc.) shall be made available to employees on a rotating basis in order of
20 seniority within the department or school concerned, provided the
21 employee is qualified and available to perform the work involved, and it
22 does not interfere with the completion of work or a project that another
23 employee has started. The seniority list and rotation of assignments of
24 additional work shall be posted for employees.

25 The District agrees that where operationally feasible, existing part-time
26 employees in the classified service may request to work additional hours
27 or as a substitute for employees, provided they are qualified to perform
28 such work before utilizing the services of a substitute. The above
29 provision does not obligate the District to assign overtime.

30 All additional work assignments/overtime must be authorized in advance
31 and in writing by the department manager or school administrator whether
32 the employee will be paid or given compensatory time off.

33 **J. Overtime Distribution** – Overtime shall be distributed and rotated as
34 equally as is practical amongst employees in the bargaining unit within
35 each department. Nothing in this section prevents the District from
36 utilizing the services of qualified individuals in other departments, or in
37 exceptional circumstances extra help, when the amount or timing of work
38 needing to be completed exceeds what unit members within the
39 department can reasonably do on an overtime basis.

- 1 **K. Combination Jobs** – In its discretion, the District may employ part time
2 bargaining unit members in part time positions in different classifications.
3 In such an event, the regular rate of pay in each classification shall be paid
4 to the employee. Combination jobs cannot exceed 7.5 hours per day,
5 except for Family-Child Education programs with an 8-hour work day.
- 6 **L. Compensatory Time Off** – Should the evaluating supervisor and the unit
7 member mutually agree to choose compensatory time off in lieu of time
8 worked as overtime or extended hours, the steps listed below shall be
9 followed:
- 10 1. The earning of compensatory time shall be approved prior to accrual.
- 11 2. Time off for time worked in excess of the District established work
12 day and work week shall be at the same rate as if the unit member
13 received actual pay, i.e. compensatory time is accrued at the rate of
14 one and one-half or two hours per hour of overtime, extended time is
15 one for one.
- 16 3. Compensatory time shall be documented on a standard District form.
17 The Employee will receive a copy and a record will be available for
18 review at the work site.
- 19 4. Compensatory time is to be utilized within twelve months following
20 the month it was earned. The unit member and the evaluating
21 supervisor shall mutually agree as to when the compensatory time
22 shall be utilized. In the event that compensatory time cannot be
23 scheduled within the twelve-month period, the unit member will be
24 compensated at the appropriate rate.
- 25 5. All records of compensatory time shall be reviewed annually by the
26 supervising administrator/manager.
- 27 **M. Minimum Call-In Time** – Any unit member called back to work on a day
28 when he/she is not scheduled to work shall receive a minimum of two (2)
29 hours pay at the appropriate rate of pay under this Agreement.
- 30 **N. Right of Refusal** – Any unit member shall have the right to reject any
31 offer or request for overtime or callback, on-call, or call-in time.
- 32 **O. Call-Back Time/On-Call Time**
- 33 1. Call-Back Time – Any unit member called back to work after
34 completion of his/her regular assignment shall be compensated for at least
35 two (2) hours of work at the appropriate rate, irrespective of the actual
36 time less than that required to be worked.
- 37 2. On-Call Time – Any unit member assigned to “on call” duty for the
38 District who answers a phone call after completion of his/her regular

1 assignment, shall be compensated at a rate of at least thirty (30) minutes of
2 work for each call at the appropriate rate, irrespective of the actual time
3 required to answer/respond to the call.

4 **P. Anniversary Date** – Employees hired before the 16th of each month = 1st
5 day of month of hire; employees hired after the 15th day of each month =
6 1st day of the following month of hire. When an employee takes a leave
7 of more than two (2) months from the service of the District without pay,
8 the anniversary date for the purpose of advancing to the next increment
9 shall be changed the same amount of time as the calendar time of the
10 leave. The longevity date will also be adjusted in a similar manner for the
11 purpose of ensuring that the employee receives longevity increments after
12 the specified number of years of service. Persons on leave because of
13 illness or accident and who have exhausted their accumulated sick leave
14 shall be excluded from the above provision up to a period of six (6)
15 months.

16 **Q. Student Attendants – Special Education** – Student Attendants provide
17 individualized instructional assistance, personal and health care, behavior
18 management and prescribed, specialized one-to-one services to special
19 education students as prescribed by their Individual Education Plans. It is
20 recognized that individual student needs drive the number of hours,
21 services required and work site location. Therefore, when changes occur
22 in the IEP or a student leaves the District, the District reserves the right to:
23 1. Adjust an employee’s work hours without reposting or renegotiating
24 the effects of any reduction in hours.
25 2. Assign an employee to a new or different student who may require
26 different services. If a student attendant refuses assignment to a new
27 student, such refusal will be considered a resignation.
28 3. Change the employee’s work location as dictated by student
29 assignment.
30 4. Student Attendants can be temporarily (up to 8 weeks) assigned to
31 assist in a special education program if there is a need.

32 **R. Lunch Period** – Any unit members shall be entitled to an unpaid
33 uninterrupted lunch period after the unit member has been on duty for
34 three and three-quarters (3 ³/₄) hours. The length of time for such lunch
35 period shall be for a period of no longer than one (1) hour, nor less than
36 one-half (1/2) hour, and shall be scheduled for full-time employees at or
37 about the midpoint of each work shift. Family-Child Education employees
38 who work eight (8) hours per day will be entitled to a 30-minute, duty-
39 free, unpaid lunch after the unit member has been on duty for four (4)
40 hours. Unit members who work more than ten (10) hours in any workday

1 may take a second duty-free, unpaid meal break of thirty (30) minutes. The
2 second meal break must be arranged with the unit member's supervisor to
3 ordinarily be taken no later than the end of the unit member's tenth (10th)
4 hour of work.

5 **S. Rest Periods**

6 1. All full-time bargaining unit employees shall be granted rest periods
7 which shall be approximately in the middle of each work period at the
8 rate of fifteen (15) minutes per three and three-quarters (3 ¾) hours
9 worked. (For 8-hour Family-Child Education employees, this rest
10 period shall be 15 minutes per four (4) hours worked.)

11 2. Rest periods of a total of thirty (30) minutes on evening or special
12 work shifts shall be scheduled to the mutual convenience of the
13 employees and supervisors.

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

16 4. A fifteen (15) minute rest period shall be granted to part time
17 bargaining unit employees who work between 3 and 3¾ hours.

18 5. Rest periods are NOT cumulative. They can't be used to extend a
19 lunch period or to leave work early.

20 **T. Break Room/Rest Rooms** – At each work site, unit members should
21 utilize the break room/rest rooms available to staff members.

22 **U. Workload** – Employees are expected to perform their regular duties
23 within the confines of their regular assignment. Employees will advise the
24 immediate supervisor in regards to a workload issue. The Supervisor will
25 review the workload and prioritize the duties to be performed in regards to
26 work expectations. The District shall compensate employees who are
27 authorized by their supervisors to work these duties beyond their regular
28 assignment.

29 **V. Working Conditions Committee** will be formed at each work
30 site/department. This committee shall include two (2) representatives
31 from the site/department selected by CSEA, and the Principal/Department
32 Head/designee. In situations where two site representatives are not
33 available or willing to participate, an employee from a different
34 department/site working in a related classification may be selected to
35 participate by CSEA. This committee will meet at the request of an
36 employee, the administrator, or a CSEA officer or job steward.

1 Additionally, a CSEA site/department bargaining unit member may
2 request to attend a committee meeting to present working condition issues
3 to the committee. The purpose of the committee is to attempt to address
4 working condition issues at the site/department level. Any
5 recommendation by the committee which would involve the expenditure
6 of funds, shall be subject to approval by the Principal/Department Head.
7 Issues, which cannot be resolved by the committee, may be referred to the
8 normal labor management channels for resolution. Grievable issues
9 should be addressed through Article 18, Grievance Procedure.

10 11 Article 12 VACATIONS

12 Unit members earn vacation time while in employment according to approved
13 regulations. Employees are expected to use their accumulated vacation time
14 annually to renew and refresh themselves.

15 **A. Probationary Employees** – Probationary employees leaving the District
16 within the first six (6) months of employment forfeit all rights to vacation
17 time accrued.

18 **B. Probationary employees** of the District shall not be eligible for paid
19 vacation until the successful completion of the six (6) month probation
20 period. Upon successful completion of the probationary period, the 12-
21 month unit member shall be reimbursed any vacation days taken during
22 the probationary period. Although probationary employees who work less
23 than 12 months shall not be eligible for paid vacation until successful
24 completion of the six-month probation period, in order to make equal
25 monthly payments, they will be paid each month for vacation. At the
26 successful completion of probation, the unit member will NOT be
27 reimbursed for any vacation days taken during the probationary period
28 because they will already have been paid for them. If the unit member
29 does not successfully pass probation, the final check will be adjusted to
30 deduct any vacation paid but not earned during probation.

31 **C. Accumulation** – Vacation is accrued from the employee’s anniversary
32 date and may be used as accumulated.

33 **D. Use of Vacation** – Vacation is accrued, accumulated and scheduled in
34 terms of working days. Five (5) days of accumulated vacation are needed
35 for each calendar week of vacation taken, minus any holidays that may
36 occur during the week.

- 1 **E. Occupational Injury** – Accumulated vacation time will not be affected
 2 due to an occupational injury while the employee remains on the District
 3 payroll.
- 4 **F. Payment Upon Separation** – Permanent employees separating are
 5 entitled to payment of accumulated vacation at the time of separation. The
 6 accumulated vacation time is added to the normal salary earned.
- 7 **G. Interruption of Vacation** – A unit member who is confined during a
 8 vacation period due to illness or accident, or has a death in his/her
 9 immediate family may elect to use his/her sick leave benefits or
 10 bereavement leave. Such request shall be directed to the Director of
 11 Human Resources, and a physician’s verification of the illness or accident
 12 shall supplement the request.
- 13 **H. Rate of Accrual** - The following table lists the total vacation days earned
 14 and the vacation days accrued per month:

Years of Service	School Year Employees		11-Month Employees		12-Month Employees	
	Total Days	Monthly	Total Days	Monthly	Total Days	Monthly
0 thru 3	10	1.00	11	1.00	12	1.00
4 thru 10	13	1.30	14	1.27	15	1.25
11 thru 15	14	1.40	15.5	1.41	17	1.42
16 thru 20	17	1.70	18.5	1.68	20	1.67
21 and up	19	1.90	20.25	1.84	22	1.83

15 Employees working less than their defined work year shall receive vacation
 16 days on a prorated basis.

- 17 **I. Vacation Carry-Over for 12-Month Employees** – Vacation times for unit
 18 members will be accrued in accordance with this contract and utilized with
 19 the approval of the immediate supervisor. Vacation accrual will not be
 20 accumulated in excess of ten (10) days at the end of September in any
 21 school year, except under extenuating circumstances and with the approval
 22 of the Assistant Superintendent, Human Resources. Any employee with
 23 more than ten (10) days’ vacation carry-over will work with their
 24 immediate supervisor to develop a plan to reduce their excess vacation
 25 days.
- 26 **J. Vacation Scheduling**
- 27 1. The District shall schedule vacations after reviewing unit members’
 28 requests and at times that have the least impact on the operations of

1 the District. If two or more unit members at a specific work location
2 request to take vacation on the same date, the unit member with the
3 most District-wide seniority shall have priority, unless the District
4 can show that to do so would cause a significant detrimental impact at
5 the unit member's work location. Excluding the normal summer
6 recess, this seniority priority shall rotate on a year-to-year basis for
7 vacations granted during times when students are not in session.

- 8 2. Vacation scheduling for 12-month employees, including those
9 assigned to school sites, shall be developed jointly between the
10 immediate supervisor and the employee.

11 **K. The District** will provide forms for the scheduling of vacation time for
12 unit members.

13
14 **Article 13 HOLIDAYS**

15 **A. Holidays** – There shall be fourteen (14) paid holidays per year for unit
16 members:

Independence Day	Legal
Labor Day	Legal
Veteran's Day	Legal
Thanksgiving Day	Legal
Thanksgiving Holiday	Local
Christmas Holiday	Local
Christmas Day	Legal

New Year's Holiday	Local
New Year's Day	Legal
Martin Luther King Day	Legal
Lincoln's Birthday	Local
Washington's Birthday	Legal
Friday of Spring Break	Local
Memorial Day	Legal

17
18 **B. Holidays** – There shall be eleven (11) paid holidays for Family-Child
19 Education Unit Members working in the Infant Toddler, District Extended
20 Day, and District Preschool Programs:

Independence Day	Legal
Labor Day	Legal
Veteran's Day	Legal
Thanksgiving Day	Legal
Thanksgiving Holiday	Local
Christmas Holiday	Local

Christmas Day	Legal
New Year's Day	Legal
Martin Luther King Day	Legal
Washington's Birthday	Legal
Memorial Day	Legal

- 1 **C.** When a holiday falls on Sunday, the next day, Monday, is observed as a
2 holiday. When a holiday falls on Saturday, the preceding Friday will be
3 observed as a holiday.
- 4 **D.** All unit members shall be entitled to the above paid holidays provided
5 they are in a paid status during any portion of the working day
6 immediately preceding or succeeding the holiday period.
- 7 **E.** All hours worked on holidays designated by this Agreement shall be
8 compensated at two and one-half (2½) times the regular rate of pay.
- 9 **F.** When the unit member is “required” to work on any of the above legal or
10 local holidays, he/she shall be given compensatory time off or paid at two
11 and one-half (2½) times his/her regular rate of pay.
- 12 **G.** Should the Board grant a day off or a holiday occur while the unit member
13 is absent from work because of paid sick leave, vacation, or other paid
14 leave of absence, the holiday shall be considered as time worked and shall
15 not be deducted from the unit member’s other paid leave of absence.
- 16 **H.** When a holiday falls during the scheduled vacation of any unit member,
17 such holiday shall not be charged against the vacation balance of the unit
18 member.

19 **Article 14 LEAVE OF ABSENCE**

20 **A. Absence – Leaves – General**

- 21 1. The Assistant Superintendent of Human Resources or designee is
22 authorized to approve specified absences without loss of pay when
23 such absences are deemed to be in the best interest of the District.
- 24 2. Leaves fall into two general categories for unit members:
25 a) Leaves With Pay
26 b) Leaves Without Pay
- 27 3. Any person absent from duty for any reason other than sickness or
28 vacation shall submit a request for leave form to his/her immediate
29 supervisor for transmittal to the Office of Human Resources at the
30 earliest possible date, but no later than three (3) days before the leave
31 is to take place.

1 **B. District Approved Absence**

2 1. Upon approval of the Director of Human Resources or designee, a
3 unit member may be absent without loss of pay for the following
4 reasons:

5 a) District Business

6 b) Inservice Training

7 2. Unit members may be absent from their regular duties without loss of
8 pay when such absences are deemed to be in the best interest of the
9 District and are for District business.

10 **C. Jury Duty or Legal Witness Absence**

11 Every unit member shall be entitled to take leave from his/her regular
12 duties without loss of wages, vacation time, sick leave, or other
13 employment benefits for the purpose of responding to jury duty to which
14 he/she has been summoned, or as a witness in court other than as a litigant,
15 or to respond to an official order from another governmental jurisdiction
16 for reasons not brought about through the connivance or misconduct of the
17 employee. All jury or subpoena fees, exclusive of mileage, received by
18 the employee for such service shall be deposited to the credit of the
19 District. Employees must provide verification of jury duty service.

20 **D. Religious Holidays Absence**

21 1. When any unit member wishes to be absent from work during all or
22 part of a normal work day for religious observance on religious
23 holidays, the unit member may use Personal Option Days, as
24 provided in Article 14(O). If the unit member's Personal Option
25 Days are exhausted, the unit member shall be granted up to two (2)
26 days of unpaid leave per year for religious holiday observance.

27 2. When requesting the use of the two (2) days of unpaid leave for
28 religious holiday observance as provided in Section D(1) above, the
29 unit member shall notify the unit member's supervisor, in writing, at
30 least two weeks prior to the day(s) of absence. This notification shall
31 specify that the absence is for "religious holiday observance," and
32 designate the specific holiday.

1 E. Sick Leave

2 1. **Sick Leave Definition** – Sick leave is defined as the necessary
3 absence from duty of an employee because of his/her own illness,
4 injury or exposure to contagious disease, or for examinations or
5 treatments by a licensed practitioner. Up to one-half (1/2) the
6 employee’s annual entitlement of sick leave or six (6) days maximum
7 per year may be used to attend to an illness of a child, parent, spouse
8 or domestic partner of the employee. This will be recorded on the
9 weekly attendance sheet as an “FI.”

10 2. **Notification Procedure:** Employees will notify their immediate
11 supervisor or designee regarding their absence at least one (1) hour
12 before the beginning of the Employee’s shift and must include the
13 reason for the absence and anticipated duration. Depending on the
14 individual job requirements, more notice may be necessary. For
15 absences more than four (4) days, the District may require the
16 employee to submit a doctor’s note.

17 3. **Entitlement** – All regular employees earn sick leave at the rate of one
18 working day for each completed calendar month of service, beginning
19 with the first day of the first completed month of employment.
20 Employees employed less than full time equivalents are entitled to
21 sick leave at their prorated rate. At the beginning of each fiscal year,
22 the full amount of sick leave granted under this section shall be
23 credited to each employee. Credit for sick leave need not be accrued
24 prior to taking such leave and such leave may be taken at any time
25 during the year. However, a new employee of the District shall not
26 be eligible for paid sick leave until the successful completion of the
27 six-month probation period. Upon successful completion of the
28 probationary period, the unit member shall be reimbursed any sick
29 days taken during the probationary period.

30 4. **Accumulation** – Sick leave not used is accumulated from year to
31 year. Employees who terminate their positions (after at least one full
32 calendar year) for the sole purpose of accepting a position with
33 another school district shall have the earned sick leave transferred
34 with them to the second district if they accept the position within one
35 year. It is the employee’s responsibility to request that this
36 accumulated sick leave be transferred.

37 5. **Employees Rehired** – All rights of an employee to sick leave with
38 pay are terminated upon resignation unless the employee is rehired

1 within 39 months, in which case the employee shall have his/her sick
2 leave balance restored.

3 **6. Extended Sick Leave** – Extended sick leave is available for those
4 employees absent due to a lengthy illness or accident who have
5 exhausted their personal sick leave and vacation (vacation is
6 applicable to 12-month employees only). Under these provisions, an
7 employee shall receive the difference between his/her salary and the
8 amount actually paid to a substitute for a period of time up to five
9 months.

10 a) The five-month period begins on the first day for any one illness
11 or accident. The total combined accumulated sick leave and
12 extended sick leave may not exceed five (5) months.

13 b) In the case of industrial accident or illness, this provision shall
14 apply after the exhaustion of benefits provided under Industrial
15 Accident Leave.

16 c) The Human Resource office shall require the employee to submit
17 verification from a licensed qualified health care provider of the
18 nature of any long-term illness or accident. The District also
19 retains the right to require the employee to undergo periodic
20 physical evaluations by a District-appointed physician, at District
21 expense, to report on the employee's condition and the need for
22 the leave.

23 **7. Pregnancy Disability** – Unit members who are disabled as a result of
24 pregnancy, childbirth, or related conditions may take pregnancy
25 disability leave (PDL). PDL will continue for the duration of the
26 disability up to four months. While a unit member is on PDL, the
27 District will continue benefit contributions at the same level as prior
28 to her leave for up to four months or while in paid status. Unit
29 members are eligible for sick leave and extended sick leave while on
30 PDL.

31 When the need for PDL is foreseeable, employees must notify Human
32 Resources at least 30 days before the leave is to begin. If it is not
33 possible to do so, employees should notify Human Resources of their
34 need for leave as soon as it is practical. The District may require
35 certification of pregnancy disability from a health care provider
36 indicating:

- 37 • the date on which the employee became disabled due to
38 pregnancy;

- 1 • the probable duration of the period or periods of disability; and
- 2 • a statement that, due to the disability, the employee is unable to
- 3 perform one or more of the essential functions of her position
- 4 without undue risk to herself, the successful completion of her
- 5 pregnancy, or to other persons.

6 PDL may be taken on an intermittent basis. Unit members may
7 request modified duties or a temporary transfer to a vacant less
8 strenuous position, if recommended by the unit member's physician.
9 The District will reasonably attempt to accommodate such requests.
10 Unit members who are transferred or whose duties are modified will
11 be paid at the rate corresponding to the job they perform.

12 The District will generally reinstate a unit member returning from
13 pregnancy disability leave to her pre-leave duties upon receipt of
14 appropriate certification from a health care provider. Unit members
15 returning from pregnancy disability leave have no greater rights to be
16 reinstated to their positions than they would have if they had worked
17 continuously throughout the period of their leave.

18 **F. Bereavement Leave** – Unit members may use up to five (5) days with full
19 pay for bereavement leave in the event of death in the employee's
20 immediate family. The immediate family includes spouse, domestic
21 partner, child, parents, sister, brother, grandparents, grandchildren,
22 mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law
23 or sister-in-law. It also includes any person who is a member of the
24 employee's immediate household and resides with the employee. Leaves
25 shall be used anytime from the date of death and extend no more than
26 three months beyond the date of death for bereavement purposes.

27 **G. Industrial Accident or Illness Leave**

28 1. Allowable leave for industrial accident or illness for injuries incurred
29 on the job shall be for the number of days of temporary disability
30 provided such period does not exceed 60 days during which the
31 employee would otherwise have been performing work for the
32 District in any one fiscal year for the same accident. Allowable leave
33 shall not be accumulated from year to year.

34 2. An accident report must be made immediately to the employee's
35 immediate supervisor and to the District Office. When medical
36 treatment or hospitalization is required, the injured employee shall
37 notify the doctor or hospital that it is an industrial accident, and that
38 it is covered under Worker's Compensation Insurance.

- 1 3. Industrial accident leave will be reduced by one day or a portion
2 thereof for each day of authorized absence, regardless of any
3 temporary disability indemnity paid by the District's Worker's
4 Compensation Insurance carrier or administrator.
- 5 4. When the 60 days industrial accident or illness leave is entirely
6 exhausted, employees must use regular earned sick leave,
7 accumulated compensatory time, and available vacation days before
8 being entitled to extended sick leave benefits. Sick leave,
9 compensatory time and vacation days will be charged against
10 employees at such a rate as, when added to their temporary disability
11 indemnity payments, provides for a full day's wages or salary. After
12 using all available paid leave, employees will receive no further
13 salary or wages from the District, but will retain all future temporary
14 disability indemnity checks until such time as they return to work.
- 15 5. The District may require unit members to undergo periodic physical
16 evaluations by a District-appointed physician at District expense to
17 report to the District on their condition.
- 18 6. A unit member has the right to see and be treated by his/her own
19 physician in case of an industrial accident or illness. The District will
20 provide a form for the unit member to complete, listing the member's
21 physician and address for this purpose. The form should be
22 maintained at the site of assignment and/or personnel file.
- 23 7. Any employee receiving benefits as a result of these provisions shall,
24 during periods of injury or illness, remain within the State of
25 California unless the Governing Board authorizes travel outside the
26 State.

27 **H. Leave of Absence Without Pay**

- 28 1. Permanent unit members may be granted discretionary leaves of
29 absence without pay for reasons acceptable to the District.
- 30 2. Leaves under this section should be in accordance with the following
31 criteria:
 - 32 a) The District and the employee may both benefit from the
33 granting of the leave.
 - 34 b) Requests for a leave must be submitted to the Human Resources
35 office one month in advance, if possible, of the effective date the
36 leave is to commence.

- 1 c) A leave of absence gives the employee the right to return to a
2 position in the District, if one is available, at the expiration of the
3 leave. If no position is available, the employee will be placed on
4 the 39-month rehire list. The granting of the leave also carries
5 the obligation to return.
- 6 d) Leaves shall be without pay except where noted otherwise, and
7 will be granted for no more than one (1) year.
- 8 e) A leave, ordinarily, would not be recommended for an employee
9 who has been employed in the District less than one (1) year.
- 10 f) Probationary employees serving in an initial probationary period,
11 six (6) months of service, shall be requested to resign, but every
12 consideration will be given to them for re-employment.
13 Exception - military leave.
- 14 g) Leaves granted under this section shall not be considered a break
15 in service. However, longevity and seniority dates will be
16 adjusted to provide pay increases on an appropriate time line.

17 **I. Short-Term Leave**

- 18 1. Any permanent unit member may request a short-term (up to three (3)
19 months) unpaid leave of absence, which if approved by the Board of
20 Education, will guarantee his/her former position upon return to
21 work.
- 22 2. The request for leave of absence shall be made in writing to the
23 Board of Education thirty (30) days prior to leaving, whenever
24 possible. The notification of intent to return to work shall be made in
25 writing to the Office of Human Resources at least fifteen (15) days
26 prior to the end of the approved leave.

27 **J. Extension of Short-Term Leave**

- 28 1. The short-term leave may be extended without pay for not more than
29 two (2) months, subject to approval by the Board of Education.
30 Request for extension shall be made at least fifteen (15) days prior to
31 termination of the short-term leave. If the total combined leaves are
32 not more than five (5) months, the employee will be returned to
33 his/her former position and assigned at the same class and step on the
34 salary schedule as of the date of commencement of the leave of

1 absence. All leaves of absence granted shall be with the
2 understanding that the employee will be reinstated with all
3 accumulation of sick leave and vacation on record. The notification
4 of intent to return to work shall be made, in writing, to the Office of
5 Human Resources at least fifteen (15) days prior to the end of the
6 approved leave.

7 **K. Military Leave**

- 8 1. Any unit member who enters the active military service of the United
9 States or of the State of California shall have all the military leave
10 rights guaranteed under the military and veteran's code.
- 11 2. Any employee who enters the active military service of the United
12 States or of the State of California, shall regain all rights to his/her
13 position and shall be reinstated upon his/her application within six (6)
14 months after termination of his/her military duty, or within one (1)
15 year of the date of a treaty of peace terminating the hostilities in
16 which the United States is engaged.
- 17 a) Temporary Leave – Any public employee who is a member of
18 the reserve corps of armed forces of the United States, the
19 National Guard, or the Naval Militia shall be entitled to a
20 temporary military leave of absence while engaged in ordered
21 military duty, including time going to and from such duty,
22 providing that the total elapsed time for such temporary leave
23 does not exceed 180 calendar days.
- 24 b) Pay for Temporary Leave – Any employee who is on temporary
25 military leave and who has been in the employ of the school
26 District not less than one (1) year immediately prior to the leave,
27 shall be entitled to receive his/her regular salary for the first
28 thirty (30) calendar days of such absences. Pay for such
29 purposes shall not exceed thirty (30) days in any one fiscal year.
- 30 c) Pay for Military Leave – An employee of the school District who
31 is on ordered military leave other than temporary military leave,
32 and who has been in the service of the District not less than one
33 (1) year immediately prior to the beginning days of such leave,
34 shall be entitled to receive his/her regular salary for the first
35 thirty (30) calendar days of such ordered duty. No more than the
36 pay for a period of thirty (30) calendar days shall be allowed for
37 any one military leave of absence or during any one fiscal year.
38 Proof of ordered military duty may be required. Where the

1 employee has a choice, reserve duty must be taken at a time most
2 convenient to the District.

3 **L. Unpaid Family Medical Leave**

- 4 1. Employees who have completed one (1) year of service, and who are
5 employed at least 1,250 hours per year have the right to request
6 unpaid leave of absence for up to 12 work weeks or (60 work days)
7 within a 12-month period beginning with the first date of leave
8 pursuant to this section for the purpose of caring for a new baby, a
9 newly adopted baby, or a newly placed foster child, or for a child,
10 spouse, or parent with a serious health condition. This leave runs
11 concurrently with the first twelve weeks of pregnancy disability,
12 childcare leave or personal necessity/option leave for the purpose of
13 paternity or adoption. This leave may also be taken for the purpose
14 of the employee's own illness; however, it runs concurrently with
15 sick leave, extended sick leave or industrial illness leave.
- 16 2. Persons granted a leave under this policy shall be required to submit
17 appropriate medical facts in support of their request for a leave for
18 restoration of health. Persons requesting a leave for alleviation of
19 hardship shall submit a statement outlining hardship conditions in
20 support of their request. For example, a hardship request for a leave
21 due to spouse's illness should include a medical statement indicating
22 the need for such a leave. An employee requesting a family hardship
23 leave in conjunction with maternity leave will not be required to
24 submit appropriate medical facts.
- 25 3. Employee may take leave on an intermittent or reduced leave
26 schedule. The amount of leave actually taken may be counted toward
27 the 12 weeks of leave entitlement.
- 28 4. There is no carryover of unused leave from one 12-month period to
29 the next 12-month period as defined above. Covered employees are
30 entitled to reinstatement to the same position held when leave
31 commenced or an equivalent position with equivalent benefits, pay
32 and other terms and conditions of employment.
- 33 5. "Parent" means a biological, foster or adoptive parent, a stepparent, a
34 legal guardian, or other person who stood in loco parentis to the
35 employee when the employee was a child. "Child" means a
36 biological, adopted or foster child, a step-child, a legal ward, or a
37 child of a person standing in loco parentis who is either under 18

1 years of age or an adult dependent child who is incapable of self-care
2 because of a mental or physical disability.

- 3 6. If both parents of a child who are entitled to family care leave under
4 this section of this contract are employees of the District, the Board
5 shall not be required to grant leave in connection with the birth,
6 adoption, or foster care of a child that would allow the parents family
7 care leave totaling more than the amount specified in this section.
- 8 7. The employees shall provide reasonable advance notice to his/her
9 immediate supervisor of the need for family care leave, the date the
10 leave will commence, and the estimated duration of the leave as soon
11 as practicable. If the need for a leave becomes known more than
12 thirty (30) days prior to the date a leave is to begin, the employee
13 must provide at least thirty (30) days written advance notice.
- 14 8. The supervisor may require the employee to verify the health
15 condition of the child, spouse, or parent. The Supervisor will accept
16 medical verification by the treating health professional of the
17 appropriate medical facts.
- 18 9. Family care leave is an unpaid leave of absence. Leaves pursuant to
19 this section runs concurrently with other leaves.
- 20 10. For eligible employees not subject to paid leave, the Board shall
21 continue to pay its usual contributions toward the employee's health
22 benefits for up to twelve work weeks during a 12-month period for an
23 employee on family care leave. If the twelve weeks of family care
24 leave ends at or after the midpoint of the particular month, and the
25 employee remains on unpaid leave, the Board-paid health benefits
26 will continue to the end of the month. If the family care leave ends
27 before the midpoint of the particular month, the employee is
28 responsible for paying a pro-rated share of the benefits for that
29 month.
- 30 11. Family care leave may not be used to extend personal illness leave
31 or industrial accident or illness leave. The employee shall have an
32 independent entitlement to take up to twelve weeks of family care
33 leave within twelve months for purposes other than the employee's
34 own illness (care of new baby or ill child, spouse or parent), even if
35 the employee has used paid leave for the employee's own illness.

1 **M. Unpaid Military Caregiver and Qualifying Exigency Leaves**

2 **Military Caregiver Leave**

3 Eligible employees who are the spouse, son, daughter, parent or next of
4 kin of a covered servicemember may take up to twenty-six (26) weeks of
5 FMLA leave during a single 12-month period to care for the
6 servicemember who is undergoing medical treatment, recuperation, or
7 therapy, is in outpatient status, or is otherwise on the temporary
8 disability retired list, for a serious injury or illness incurred or
9 aggravated in the line of duty on active duty. This leave will be
10 administered consistent with federal regulations and is available for
11 eligible employees whose servicemembers are either in the active duty or
12 reserve components of the Armed Forces.

13
14 **Qualifying Exigency Leave**

15 Eligible employees who are the spouse, son, daughter, parent or next of
16 kin of a covered servicemember may take up to twelve (12) weeks of
17 FMLA leave during a single 12-month period for qualifying exigencies
18 that arise when a military member is deployed to a foreign country, such
19 as attending military sponsored functions and briefings, making
20 appropriate financial and legal arrangements, and arranging for
21 alternative childcare. This leave will be administered consistent with
22 federal regulations and is available for eligible employees whose
23 servicemembers are in either the active duty or reserve components of
24 the Armed Forces.

25 **N. Unpaid Family Leave/Support to Employee's Spouse or Child**
26 **Recalled to Active Duty**

27 Pursuant to and for the duration of House Resolution 4986, eligible
28 Employees make take up to 12 weeks of unpaid leave if the employee's
29 spouse or child is on active duty in the military or is a reservist who
30 faces recall to active duty in hostile areas. Until the Department of
31 Labor acts more decisively, each request for such leave will be acted
32 upon on a case-by-case basis. The District may require supportive
33 certification.

34 **O. Personal Necessity/Option Leave**

35 1. Days of leave of absence for illness or injury allowed for sick leave
36 may be used by the employee upon prior approval whenever
37 possible, in cases of personal necessity/option. Personal
38 necessity/option leave shall be limited to circumstances that are
39 serious in nature and that the employee cannot reasonably be
40 expected to disregard, but that necessitate immediate attention and

1 cannot be taken care of after work hours or on weekends. However,
2 a new employee of the District shall not be eligible for paid
3 Personal Necessity/Option Leave until the successful completion of
4 the unit member's six-month probation period.

5 Each bargaining unit employee shall be allowed up to seven (7)
6 days absence each school year for personal necessity. The seven (7)
7 days personal necessity leave shall be deducted from sick leave.
8 Four (4) of the seven (7) days may be used as personal option days
9 for which no reason is required and may be designated as such on
10 the request form.

11 2. The unit member shall submit a completed personal
12 necessity/option leave request form to the immediate supervisor at
13 least three (3) working days prior to the leave whenever possible.
14 The principal or immediate supervisor will make a
15 recommendation on the leave form before forwarding it to the
16 Human Resources office.

17 3. The unit member shall not be required to secure advance
18 permission for personal necessity/option leave for any of the
19 following reasons:

20 a) Death or serious illness of a member of the unit member's
21 immediate family. Personal Necessity Leave can be used for the
22 diagnosis, care, or treatment of an existing health condition, as
23 well as preventive care, for a family member. For purposes of this
24 section, family member is defined as:

- 25 • Child (biological, adoptive, foster, step, legal ward, or to whom
26 employee stands in loco parentis), regardless of age or
27 dependency status.
- 28 • Parent (biological, adoptive, foster, step, legal guardian, or
29 person who stood in loco parentis when employee was a minor)
30 of the employee.
- 31 • Spouse or registered domestic partner.
- 32 • Grandparent or Grandchild
- 33 • Sibling

34 b) Accident, involving the unit member's person or property, or
35 the person or property of a family member. However, the
36 employee must submit a completed personal necessity/option
37 leave request form to the principal or immediate supervisor
38 within three (3) working days after return to duty.

- 1 4. Personal necessity/option leave, except for the reasons stated in
2 Section O-3, shall not be allowed for any day preceding or
3 following a holiday or vacation. Should the employee's leave be
4 for reasons stated in O-3, immediately prior to or following a
5 holiday, the employee shall provide documentation for the purpose
6 of the leave.
- 7 5. Personal necessity/option leave days shall not be cumulative from
8 year to year.
- 9 6. Personal necessity/option leave shall not be allowed for work
10 stoppage.
- 11 7. Personal Necessity may include participation in "once in a lifetime"
12 events, e.g., parents 50th wedding anniversary, child's move to
13 college.
- 14 8. In no case shall personal necessity leave be used for vacation
15 purposes. The district may limit to no more than five percent (5%) of
16 the members of the unit who may use personal necessity at any one
17 time. Misuse of personal necessity leave is subject to disciplinary
18 procedure.
- 19 9. For an employee who is a victim of domestic violence, sexual assault,
20 or stalking, personal necessity leave may be used to take time off
21 work for any the following reasons:
 - 22 • To obtain or attempt to obtain any relief, including, but not limited
23 to, a temporary restraining order, restraining order, or other
24 injunctive relief, to help ensure the health, safety, or welfare of the
25 victim or the victim's child.
 - 26 • To seek medical attention for injuries caused by domestic
27 violence, sexual assault, or stalking.
 - 28 • To obtain services from a domestic violence shelter, program, or
29 rape crisis center as a result of domestic violence, sexual assault,
30 or stalking.
 - 31 • To obtain psychological counseling related to an experience of
32 domestic violence, sexual assault, or stalking.
 - 33 • To participate in safety planning and take other actions to increase
34 safety from future domestic violence, sexual assault, or stalking,
35 including temporary or permanent relocation.

- For purposes of this section, the terms “domestic violence,” “sexual assault,” and “stalking” are as defined in California Labor Code section 230 and 230.1.

P. Catastrophic Leave

Purpose

The purpose of banking catastrophic leave donations is to provide qualified, permanent employees with continued income when absence due to non-industrial accident or non-industrial illness continues beyond all vacation compensatory time, sick leave, personal leave, and all other District paid leaves available to the employee, excluding substitute differential pay and extended leave.

Definitions of Catastrophic Illness/Injury Eligibility Criteria

A recipient of catastrophic leave donations must meet all of the following criteria:

- a) The employee must hold permanent classified status with the Santa Clara Unified School District.
- b) The employee must exhaust all full pay leave credits as outlined in the “Purpose” section.
- c) The employee must suffer an unforeseen catastrophic illness or unforeseen catastrophic injury which must be documented by a qualified physician and precludes his/her return to work for a prolonged period. Such unforeseen illnesses or injuries include, but are not limited to, stroke, kidney failure, heart attack, cancer, AIDS, or other life threatening disease, recovery from major surgery, or incapacitation as a result of a severe automobile or other accident and recovery there from.
- d) Only employees who donate may receive contributions from the bank.
- e) A day is the number of hours equal to the employees regularly assigned work day.

Sick Leave Bank

Membership in the “Catastrophic Leave Use Bank” (CLUB) program will only be granted during the annual Open Enrollment Period.

- a) The Association will conduct an open enrollment period annually between November 1 - November 15 of each year, in which members will be invited to join the CLUB. Members must be permanent employees. Unit members who do not join the CLUB

1 when first becoming eligible must wait until the next open
2 enrollment period the following year.

- 3 b) Sick leave credits may only be contributed during the annual open
4 enrollment period except during a Special Contribution Period as
5 designated by The Catastrophic Leave Committee.
- 6 c) Contributions to the Catastrophic Leave Use Bank are irrevocable
7 and shall be donated at a minimum of 7.5 hours during initial Open
8 Enrollment Period and in hourly increments thereafter.
- 9 d) Employees donating to the CLUB must have no less than 10 days of
10 available sick leave accrued before any donation can be made.
- 11 e) Employees may donate a maximum of 5 days of accumulated sick
12 leave in any one year.
- 13 f) If the number of hours in the Bank at the Open Enrollment period
14 exceeds 500 hours, no contribution shall be required of returning
15 unit members. Those unit members joining the Catastrophic Leave
16 Use Bank for the first time shall be required to contribute 7.5 hours
17 to the CLUB.
- 18 g) A Special Contribution period may be required by the Catastrophic
19 Leave Committee when the bank of hours drops to or below 300
20 hours.
- 21 h) Unit members who are drawing from the Bank at the time of the
22 special contribution will not be required to contribute to remain
23 eligible to draw from the Bank.
- 24 i) CLUB participants, who have no remaining sick leave at the time of
25 the special contribution, shall contribute the additional hours during
26 Open Enrollment the following year to remain a participant in the
27 Catastrophic Leave Use Bank.
- 28 j) Unused hours remaining in the Catastrophic Leave Use Bank shall
29 carry over from year to year.

30 **Eligibility**

- 31 a) The employee must hold permanent classified status with the Santa
32 Clara Unified School District.
- 33 b) The employee must exhaust all full pay leave credits as outlined in
34 the “Purpose” section.

- 1 c) The employee must suffer an unforeseen (non-industrial)
2 catastrophic illness or unforeseen (non-industrial) catastrophic injury
3 which must be documented by a qualified physician and precludes
4 his/her return to work for a prolonged period. Such unforeseen
5 illnesses or injuries include, but are not limited to, stroke, kidney
6 failure, heart attack, cancer, AIDS, or other life threatening disease,
7 recovery from major surgery, or incapacitation as a result of a severe
8 automobile or other accident and recovery there from.
- 9 d) Only employees who donate may receive contributions from the
10 bank.
- 11 e) Unit members may apply to the CLUB by filling out an application
12 form, available from the Chair of the Catastrophic Leave Committee.
- 13 f) Unit members, who have exhausted all applicable paid leaves,
14 whether or not they have differential leave available, are eligible to
15 withdraw from the CLUB. The member shall be paid full pay.
- 16 g) Leave from the Bank may not be used for illness or disability that
17 qualified a unit member for worker's compensation benefits.
- 18 h) No days may be granted retroactively (i.e. for a previous illness or
19 injury).

20 **Procedure for a Withdrawal Request**

- 21 a) A unit member who wishes to use Catastrophic Leave shall submit a
22 request on the CLUB form to the Committee stating the facts that
23 support their need for Catastrophic Leave.
- 24 b) Withdrawal from the CLUB shall be granted in units of no more than
25 twenty-five (25) work days. Unit members may submit a request for
26 one extension of up to twenty-five (25) additional days as their prior
27 grant expires.
- 28 c) Each request for a withdrawal from the CLUB must be accompanied
29 by medical verification of the need for the leave by a qualified
30 physician.
- 31 d) Days granted by the CLUB need not be taken consecutively.
- 32 e) Catastrophic Leave credits may only be granted in full (day)
33 increments.

- 1 f) Unit members using days granted to them from the Catastrophic
2 Leave Use Bank shall use any leave credits they continue to accrue on
3 a monthly basis prior to utilizing paid catastrophic leave.
- 4 g) Unused days by any participant shall be returned to the CLUB
5 automatically upon participant's return to work.
- 6 h) A maximum of 50 days per 12 month period may be distributed to
7 any one applicant.
- 8 i) Days granted shall commence after the exhaustion of fully paid sick
9 leave and vacation.
- 10 j) Employees on leave shall be awarded days from the CLUB at a rate
11 that results in the employee receiving a full day's pay.

12 **Catastrophic Leave Use Bank (CLUB) Committee**

- 13 a) The Catastrophic Leave Use Bank shall be administered by a three-
14 (3) member committee appointed by the CSEA Executive Board. The
15 terms of the committee shall be staggered three-(3) year terms. Initial
16 appointments shall be for one (1) year, two (2) years, and three (3)
17 years.
- 18 b) The Committee shall designate one of its members as Chairperson.
- 19 c) The Committee shall be responsible for administering the Open
20 Enrollment Process.
- 21 d) The Committee shall be responsible for administering the
22 Catastrophic Leave Use Bank in accordance with this Agreement and
23 applicable state law. The Committee's duties are:
 - 24 i. Develop an application procedure;
 - 25 ii. Receive leave requests;
 - 26 iii. Verify the validity of requests through request of verification
27 by qualified physician;
 - 28 iv. Approve or deny requests within ten (10) work days of
29 receipt of the application;
 - 30 v. Approval or denial of catastrophic leave requests by the
31 Committee shall be final, and shall not be subject to appeal or
32 subject to the provisions of the Grievance Procedure of the
33 Agreement;

- 1 vi. Communicate the Committee’s decisions to affected unit
2 members, to the Human Resources Department and the
3 District;
- 4 vii. Solicit donations of additional hours of sick leave, depending
5 upon need, when the bank drops to or below **300 hours**;
- 6 viii. Approve and designate appropriate forms for donating and
7 requesting catastrophic sick leave credits;
- 8 ix. Require an additional medical review by a qualified
9 physician if a participant requests an extension.
- 10 x. Request that an applicant for Catastrophic Leave apply for
11 PERS disability allowance in lieu of using the leave provided
12 in this section;
- 13 xi. Establish appropriate record-keeping procedures, including
14 the total number of accumulated hours in the Bank and the
15 names of donors and participating members;
- 16 xii. Keep all records confidential and shall not disclose the nature
17 of any illness except as is necessary to process the request for
18 leave;
- 19 xiii. Approve catastrophic leave requests by a majority vote of the
20 committee.

21 **Exclusions**

- 22 a) Employees receiving worker’s compensation benefits for industrial
23 illness/injury shall not be entitled to use the CLUB until such time as
24 the worker’s compensation benefit is exhausted.
- 25 b) Employees who are injured or become ill while on an unpaid leave of
26 absence are not entitled to use the Bank until such time as they are
27 scheduled to return from the leave and have exhausted their
28 accumulated sick leave.

29 **Hold Harmless**

- 30 a) Upon application to the CLUB for leave, the applicant must sign the
31 hold harmless agreement.
- 32 b) Approval or denial of requests is at the discretion of the Committee.

33 **Q. Special Leave** - A leave of absence with or without pay may be
34 granted to a bargaining unit member contingent upon terms acceptable

1 to both the Board of Education and the bargaining unit member. Board
2 decision regarding granting special leave shall not be subject to the
3 grievance process (Article 18 Grievance).

4 **R. Parental Leave** – Eligible unit members are entitled to use their
5 accrued sick leave during a parental leave of up to 12 workweeks.
6 Consistent with the requirements of law, to receive pay for a parental
7 leave, unit members must first use their accrued sick leave. The unit
8 member’s accrued sick leave shall be reduced by one day for each
9 day of parental leave taken.

- 10 1. For purposes of this section, “parental leave” means leave for
11 reason of the birth of a child of the employee, or the placement
12 of a child with an employee in connection with the adoption or
13 foster care of the child by the employee.
- 14 2. Parental leave may be taken either in 12 consecutive
15 workweeks or intermittently. Intermittent parental leave must
16 be taken within one year of the date the child is born or the
17 date the child is adopted by or is placed in the foster care the
18 employee. The basic minimum duration of the leave shall be
19 two weeks. The District shall grant a request for parental leave
20 of less than two weeks’ duration on any two occasions and may
21 grant additional requests for additional occasions of such leave
22 lasting less than two weeks.
- 23 3. Requests for parental leave must be submitted to Human
24 Resources at least thirty days in advance if the anticipated date
25 the leave will begin is known. If the date the parental leave is
26 unknown, then requests for parental leave must be provided to
27 Human Resources with as much notice as possible.
- 28 4. For any portion of the 12-workweek parental leave that is not
29 covered by the unit member’s accrued sick leave, the amount
30 deducted from the unit member’s salary shall not exceed the
31 sum that is actually paid to a substitute employee employed to
32 fill his or her position during his or her absence.
- 33 5. To be eligible for parental leave, the unit member must have
34 been employed with the District for no less than 12 months of
35 service. Unlike other forms of leave under the California
36 Family Rights Act, a unit member is not required to have 1,250
37 hours of service with the District during the previous 12-month
38 period in order to take parental leave pursuant to this section.
- 39 6. Unit members may take no more than one 12-workweek period
40 for parental leave during any 12-month period.

- 1
2 7. Parental leave taken pursuant to this section shall run
3 concurrently with parental leave taken under the California
4 Family Rights Act.
5

6 **Article 15 BARGAINING UNIT VACANCIES**

7 Vacancies Shall Be Filled in the Following Order –

8 **A. Prior to Vacancy Notices Being Posted:**

9 **1. Re-employment List**

- 10 a. Employees who are on a 39 month re-employment list, in the
11 classification of the vacancy, shall be offered the position when a
12 vacancy occurs.
13 b. Employees who are on the re-employment list who held a position
14 within the same range as the vacancy, shall be offered the position
15 if they meet the qualifications of the vacant position.

16 **2. Voluntary Transfers**

- 17 a. When a new position is created in an existing classification, or an
18 existing position becomes vacant, the District shall first offer the
19 opportunity to interview for that position to employees of the same
20 classification who have filed a transfer request with the Office of
21 Human Resources, prior to the posting of the vacancy. Transfer
22 requests will be maintained on file for one year from date of
23 request.
24 b. Qualified unit members following the procedure outlined in 2 a.
25 above will be interviewed prior to posting District-wide.
26 Supervisors may select a transferee or have the position posted.
27 Transferees may apply when the position is posted on EdJoin.org.
28 c. All unit members who apply for and are not selected for a transfer,
29 shall receive written notification of the outcome of the interview.

30 **3. Demotions** – Employees requesting demotions under this article shall be
31 placed on the step of the lower range that causes the least reduction in pay.

32 **4. Involuntary Transfers** – Transfers of bargaining unit members on a
33 temporary or permanent basis may be initiated by the District at any time
34 such transfer is in the best interest of the District. A unit member affected by
35 such transfer shall be given notice as soon as administratively practicable.
36 When possible, the unit member affected by such a transfer will be notified
37 2 work days prior to the transfer. A conference will be held between the
38 appropriate manager and the unit member in order to discuss the reasons for
39 the transfer.

1 **B. Notice of Vacancies**

2 1. The District shall post vacancy notices for not less than five (5) working
3 days on the CSEA Bulletin Board at all open work locations, through
4 District Email to all district classified employees, and on www.edjoin.org.

5 2. Normally, no jobs shall be posted during the December break. Postings
6 that occur during the December break as well as the mid-winter and spring
7 break shall be extended for three (3) regular school days.

8 a. The job vacancy notice shall include: The job title, the assigned
9 job site, brief description of duties, the qualifications required, the
10 number of hours per day, the days per year assigned to the
11 position, shift times, the salary range, the deadline for filing to fill
12 the vacancy, the date of the posting, and the QSS number.

13 b. A copy of all job postings shall be sent to the CSEA Chapter
14 President.

15 c. It is recommended that all job postings shall be date-stamped upon
16 reaching the work sites and placed on the designated CSEA
17 bulletin boards.

18 d. The District shall advertise employment opportunities on
19 EdJoin.org which can be accessed at www.edjoin.org or through
20 the District website, www.santaclarausd.org.

21 e. The District shall maintain a computer at the District Office for
22 applicants to use when applying for classified positions within the
23 Districts.

24 f. Any employee in the bargaining unit shall apply for vacant
25 positions on www.edjoin.org.

26 g. Qualified employees on lay-off shall be mailed a copy of vacancy
27 notices at the address filed with the office of Human Resources on
28 date of posting.

29 h. If the posted requirements for a position change, the position will
30 be reposted on www.edjoin.org at all open work sites and to all
31 classified employees through their District email address.

32 **C. Promotional Opportunities**

33 1. The process for filling vacant promotional positions shall proceed as
34 follows:

35 a. The District Human Resources Department will provide training to
36 new managers concerning the hiring process and will monitor to
37 ensure that the hiring managers screen all applications received for
38 the vacant promotional position, both from bargaining unit and
39 outside applicants, at the same time.

- 1 b. Any bargaining unit member who applies for the vacancy during
2 the posting period and meets the required minimum qualifications
3 shall be interviewed.
- 4 c. Interviews of bargaining unit and outside candidates for the
5 promotional position shall be conducted on the same day and use
6 the same interview panel, absent extenuating circumstances.
- 7 d. The District Human Resources Department shall contact
8 bargaining unit candidates first to offer them the opportunity to
9 select from among available time intervals for interviews.
- 10 e. The interview panel will rate the interviews of all candidates using
11 the same criteria. Candidates who are permanent bargaining unit
12 members with at least five (5) years seniority will be given two (2)
13 additional points to their total raw score for their responses to
14 interview questions. Based on the interview panel's ratings, the
15 candidates will be rank ordered.
- 16 f. The hiring manager shall consider the qualifications of all
17 candidates interviewed for the promotional position, including
18 seniority, experience, skills, and receptivity to training, before
19 making a decision. The successful candidate for the promotional
20 position shall be selected by the hiring manager from among the
21 top three (3) candidates as rated by the interview panel or the
22 hiring manager may in his or her discretion decide to re-post the
23 position.
- 24 g. Qualifications and experience being relatively equal, the District
25 shall give preference to the bargaining unit candidate.
- 26 h. CSEA Chapter 350 President or designated representative may
27 participate in all interviews for classified positions, at or above
28 Range 16A.
- 29
- 30 i. The Human Resources Department shall train managers in how to
31 conduct reference checks and shall verify that references have
32 been checked for all candidates being recommended for
33 consideration to hire or be promoted upon the submission of the
34 recommendation for employment to the Department of Human
35 Resources.
- 36 j. The recommended candidate shall successfully complete any
37 required test prior to employment. The District will review public
38 agency testing practices and will endeavor to provide testing
39 earlier in the hiring process.

1 **D. Interview Panels**

- 2 a. The District Human Resources Department will train managers on
3 developing interview panels and will monitor such panels to
4 ensure they are appropriately composed.
- 5 b. CSEA may request in writing that the District provide release time
6 for a CSEA bargaining unit member, in addition to the
7 participation of the CSEA Chapter President, to participate on an
8 interview panel for classified bargaining unit promotional
9 positions at or above Range 16A.
- 10 c. The written CSEA request for the release of the additional unit
11 member must be made for each interview panel for which the
12 request is being made and must provide a legitimate reason for the
13 request, which will be treated confidentially by the District. The
14 request from CSEA must be received by the District Human
15 Resources Director at least 72 business hours before the time set
16 for the first interview for the position to be filled.
- 17 d. For Classified promotional positions that have interview panels
18 made up of more than six (6) individuals, CSEA may request to
19 have CSEA members represent 30% of the interview panel
20 members.
- 21 e. The parties agree that interviews may go forward if the invited
22 CSEA participants are not present.
- 23 f. The additional unit member(s) will be selected by the District
24 Human Resources department on a rotational basis from a pool of
25 between ten (10) and twenty (20) unit members designated and
26 trained by CSEA to participate on interview panels. For
27 scheduling and/or operational reasons, the District Human
28 Resources department may skip a unit member whose turn it
29 would otherwise be to serve on an interview panel upon request of
30 the unit member's immediate supervisor.
- 31 g. If multiple interview panels are scheduled to be held on the same
32 day, the CSEA Chapter President may select a unit member to take
33 the President's place on each such panel.

34 **E. Skills Training**

- 35 a. Bargaining unit members who are candidates for promotional
36 positions who are not selected may request a thirty (30) minute
37 meeting with the Director of Human Resources to discuss resume
38 and interview strategies.
- 39 b. Bargaining unit members who are interested in learning more
40 about promotional positions may apply to shadow an incumbent

1 employee in such position. The application process will include
2 written statements from shadow program applicants concerning
3 how the shadowing experience will benefit their career
4 progression. As part of this training opportunity, the District will
5 provide up to 160 hours of substitute coverage per school and will
6 select up to 20 unit members for the shadowing program. The
7 amount of shadowing time will be determined by the Human
8 Resources Department based on the goals of the shadowing
9 employee and the requirements of the position to be shadowed.
10 Shadowing assignments will be scheduled by the Human
11 Resources Department in conjunction with the shadowing unit
12 member's supervisor and the supervisor of the incumbent unit
13 member.

14 **Article 16 LAYOFF**

- 15 **A. Reason for Layoff** – Layoff shall occur only for lack of work or lack of
16 funds.
- 17 **B. Notice of Layoff** – The District shall notify both CSEA and the affected
18 employee(s) in writing no later than sixty (60) days prior to any planned
19 layoffs. Any notice of layoff shall specify the reason for layoff and
20 identify by name and classification the employees designated for layoff.
- 21 **C. Order of Layoff** – Layoffs shall be affected within a class. The order of
22 layoff shall be based on seniority within that class and higher classes
23 throughout the District. An employee with the least seniority within the
24 class plus higher classes shall be laid off first. Seniority shall be based on
25 the date of hire that an employee has been in paid status in a classification.
26 The words “class or classification” shall be defined as a position which
27 has a designated title, specific duties, responsibilities, and minimum
28 qualifications and which has a designated salary range.
- 29 **D. Bumping Rights** – Considering his/her seniority in the lower class and
30 any higher classes, an employee laid off from his or her present class may
31 bump into the next lowest classification in which the employee has
32 worked and has greater seniority than the least senior employee in the
33 classification. Laid-off bargaining unit members who bump into a lower
34 classification shall have their rate of pay “Y-rated.” For the purpose of
35 this section, Y-rated shall mean that unit members laid off shall be paid
36 their previous rate of pay without change for a period not to exceed thirty-
37 nine (39) months. Unit members who reject an offer of employment for
38 the same position from which they were laid off shall lose their “Y-rating.”

- 1 **E. Equal Seniority** – If two (2) or more employees subject to layoff have
2 equal class seniority, the determination as to who shall be laid off shall be
3 made by lot.
- 4 **F. Re-employment Rights** – Laid off persons are eligible for re-employment
5 in the class from which they were laid off for a thirty-nine (39) month
6 period and shall be re-employed in the reverse order of layoff. Their re-
7 employment shall take precedence over any other type of re-employment
8 defined or undefined in this Agreement. In addition, they shall have the
9 right to apply to promotional positions within the filing period specified in
10 Article 16.
- 11 **G. Seniority Roster** – The District shall maintain an updated seniority roster
12 indicating each employee’s class seniority and hire date seniority. In
13 addition, such roster shall be available to CSEA within a reasonable time
14 after demand.
- 15 **H. Notification of Re-employment Opening** – Any permanent employee
16 who is laid off and is subsequently eligible for re-employment shall be
17 notified in writing by the District of an opening. Such notice shall be sent
18 by registered mail to the last address given the District by the employee,
19 and the District shall send a copy to CSEA. This will complete the
20 District’s responsibility of its notification to the unit member.
- 21 **I. Employee Notification to District** – An employee shall notify the District
22 of his or her intent to accept or refuse re-employment within five (5)
23 working days following receipt of the re-employment notice. If the
24 employee accepts re-employment, the employee must report to work
25 within ten (10) working days following receipt of the re-employment
26 notice. An employee given notice of re-employment may refuse the offer
27 of re-employment on one occasion and still maintain the employee’s
28 eligibility on the re-employment list, provided the employee notifies the
29 District of refusal of re-employment within five (5) working days from
30 receipt of the re-employment notice. If the employee refuses a second
31 offer of re-employment, the employee will be removed from the re-
32 employment list.
- 33 **J. Re-employment in Highest Class** – Employees shall be re-employed in
34 the highest rated job classification available in which they previously
35 worked and for which they are currently qualified on the basis of seniority.
36 Employees who accept a position lower than their highest former
37 classification shall retain their original sixty-three (63) month rights to the
38 higher paid position. See Ed Code 45298(a).

- 1 **K. Improper Layoff** – Any employee who is improperly laid off shall be re-
2 employed immediately upon discovery of the error and shall be reimbursed
3 for all loss of salary and benefits.
- 4 **L. Once the Board has made the decision of layoffs**, the District and CSEA
5 will meet in a timely manner (prior to implementation) to collaborate
6 concerning the workload distribution to remaining bargaining unit
7 members.
- 8 **M. Effects of Layoff** – CSEA and the District agree that having had an
9 unrestricted opportunity to negotiate the effects of classified employee
10 layoffs, the language in this Article shall constitute the complete
11 agreement between the parties regarding the effects of classified employee
12 layoffs, including displacement and re-employment rights, and shall
13 relieve the District of any further obligation to negotiate the effects of
14 classified employee layoffs during the term of this collective bargaining
15 agreement.
- 16 **N. Any permanent employee** who is laid off shall be provided release time
17 to attend District sponsored seminars for resume writing, interview skills,
18 and the option to attend one class at Ed Options at the District’s expense
19 during the next session after the date of layoff.
- 20 **O. Reduction in Assigned Time** – The District and CSEA shall negotiate
21 reduction in assigned time for unit members.
- 22 **P. Employees On A Layoff List** – Substituting laid-off employees (Reduced
23 In Force and on the 39-month rehire list) shall be put on the substitute list
24 to be called to substitute in positions in their former classification, or in
25 classifications for which they meet the qualifications, before other non-
26 bargaining unit employees are called. A laid-off employee electing to
27 substitute shall be paid at the step at which he/she was paid at the time of
28 the layoff if he/she substitutes in his/her former classification or a higher
29 classification. If a laid-off employee substitutes in a lower classification,
30 he/she shall receive the pay of the highest step applicable to that
31 classification if this is less than the amount the employee was paid at the
32 time he/she was laid off.
- 33 **Q. There will not** be contracting out, or use of volunteers, to replace laid-off
34 employees.

35 **Article 17 EMPLOYEE EXPENSES AND MATERIALS**

- 36 **A. Uniforms** – The District shall pay the full cost of the purchase, lease,
37 rental, cleaning and maintenance of uniforms, equipment, identification
38 badges, emblems, and cards required by the District to be worn or used by
39 bargaining unit employees.

1 **B. Tools**

- 2 1. The District agrees to provide all tools, equipment, and supplies,
3 except hand tools for mechanics in the Transportation Department,
4 reasonably necessary to bargaining unit employees for performance
5 of employment duties.
- 6 2. When it is determined by the District that a bargaining unit member
7 shall use his or her own personal equipment and/or tools, including
8 electronic devices, within the scope of employment, the supervising
9 administrator shall provide written authorization for the employee to
10 do so. The District agrees to provide a safe place to store the tools,
11 equipment, and/or electronic devices, and agrees to pay for any loss
12 or damage or for the documented replacement cost of the tools,
13 equipment, and/or electronic devices not resulting from the
14 employee's own negligence. The District agrees to provide safe
15 storage for authorized tools, equipment, and/or electronic devices.
16 The District will have no responsibility for the loss or damage to
17 personally owned tools, equipment, and/or electronic devices of unit
18 members in any other circumstance.

19 **C. Storage** – The District agrees to provide a safe storage area.

20 **D. Safety Equipment** – Should the employment duties of an employee in the
21 bargaining unit reasonably require use of any equipment or gear to ensure
22 the safety of the employee or others, the District agrees to furnish such
23 equipment or gear. Frequency of replacement shall be based on the
24 requirement and conditions of each employee's position.

25 **E. Physical Examination** – The District agrees to provide the full cost of any
26 medical examination required as a condition of employment or continued
27 employment, including but not limited to, the provisions outlined in
28 Education Code Section 49406.

29 **Article 18 GRIEVANCE PROCEDURE**

30 **A. Definitions**

- 31 1. Grievance – A grievance is a claim regarding the interpretation of this
32 Agreement that adversely affects the unit member. Resolution of
33 matters for which other procedures are provided by federal or state
34 law shall be undertaken through the appropriate procedures, such as
35 dismissals, H.E.W., D.F.E.H., F.E.P.C., and O.S.H.A. claims.
- 36 2. Grievant – A grievant may be any unit employee of the District or
37 CSEA.

- 1 3. Day – A day, for the purpose of this Article, is any day in which the
2 District offices are open. If an event giving rise to a grievance occurs
3 during a unit member’s vacation or recess, a unit member shall file a
4 grievance within ten (10) days of when the member is scheduled to
5 return to duty.

6 **B. Level - I - Resolution**

7 **Every effort should be made to resolve disputed issues at this level.**

- 8 1. **Informal:** When an employee has a grievance, the employee shall,
9 within ten (10) days, discuss the matter in an informal meeting with
10 the employee’s immediate supervisor.

11 2. **Level I**

- 12 a) If the matter is not resolved at the informal meeting, the
13 employee shall, within ten (10) days following the informal
14 meeting, present his/her grievance in writing to the immediate
15 supervisor. The grievance shall state the issues involved, the
16 contractual provisions in dispute, and the remedy sought (See
17 appendix for District Grievance Form.).

- 18 b) The immediate supervisor shall communicate his/her decision to
19 the employee in writing within five (5) days of receiving the
20 employee’s written complaint.

21 **C. Level - II - District Session**

22 Should the employee disagree with the Supervisor’s response, the
23 employee has the right to appeal the decision to the Director of Human
24 Resources following the procedure below:

- 25 1. Appeal in writing to the Director of Human Resources within 10
26 days of Supervisor’s response.
- 27 2. The Director of Human Resources shall investigate the grievance
28 and meet with the unit employee within ten (10) days of the receipt
29 of the appeal.
- 30 3. The Director of Human Resources shall provide a written decision to
31 the employee and supervisor within 5 days of the meeting.

32 **D. Level - III - Impartial Hearing**

- 33 1. If the employee finds the decision at Level II unsatisfactory, the
34 aggrieved employee(s), within twenty (20) days of receiving the
35 Level II decision, may request in writing that CSEA submits the
36 grievance to arbitration.

- 1 2. CSEA, by written notice to the superintendent within fifteen (15)
2 days of receipt of the request from the aggrieved, may submit the
3 grievance to arbitration.
- 4 3. If the two parties cannot agree on an individual to arbitrate the case,
5 CSEA shall request an odd-numbered list of experienced individuals
6 from the California State Conciliation Service or the American
7 Arbitration Association. The individual shall be selected within ten
8 (10) days of receipt of the list, by the alternate strike method until
9 only one name remains.
- 10 4. Binding arbitration shall be the final step of the grievance procedure,
11 with the loser to pay the arbitrator's fee, as well as, the court
12 reporter's fees and transcript costs associated with arbitration.
- 13 5. The impartial person will decide the time and place for a hearing.
14 The hearing will be private, and unless otherwise agreed, will be
15 conducted in accordance with the Voluntary Rules of the American
16 Arbitration Association.
- 17 6. The impartial person (arbitrator) shall not consider any matter outside
18 the scope of the grievance as defined in this policy, shall confine the
19 decision to the precise issue submitted, and shall have no authority to
20 make a recommendation on any other issue. However, the issue as to
21 whether a matter is outside the scope of the grievance is to be
22 determined by the arbitrator.
- 23 7. After the close of the hearing, both parties shall have an opportunity
24 to submit written arguments.
- 25 8. The arbitrator shall submit the award in writing to all the parties,
26 including CSEA, within thirty (30) days after submission, which
27 award shall be binding.

28 **E. Miscellaneous Provisions**

- 29 1. During the pendency of any proceeding and until a final
30 determination has been reached, all proceedings shall be private.
- 31 2. Any unit employee may at any time present grievances to the
32 employer and have such grievances adjusted without the intervention
33 of the exclusive representative as long as the adjustment is reached
34 prior to Level III and the adjustment is not inconsistent with the terms
35 of this contract; provided that the District shall not agree to a final
36 resolution of the grievance until the exclusive representative has
37 received a copy of the grievance and the proposed resolution, and has

1 been given the opportunity to file a response. A grievant may be
2 represented by CSEA or may represent himself/herself.

3 3. There shall be no reprisals of any kind taken against any unit
4 employee or representative because of participation in a grievance or
5 support thereof.

6 4. Failure at any step of this procedure to communicate the decision
7 within the specified time limits shall permit an appeal at the next step
8 of the procedure within the time allocated had the decision been
9 given. Failure to appeal a decision within the specified time limits
10 shall be deemed an acceptance of the decision. Time limits given in
11 this procedure may be modified by written agreement of all the
12 parties involved.

13 5. In the event that a grievance affects more than one unit employee, the
14 grievance may be filed on behalf of all affected employees, and if the
15 grievance affects employees at more than one work location, it may
16 be initiated at Level II. Grievances concerning the same issue may be
17 consolidated as long as they do not create an unnecessary delay.

18 6. All documents, communications, and records dealing with the
19 processing of a grievance shall be filed in a separate grievance file
20 and shall not be kept in the personnel file of any of the participants.

21 7. Forms for filing grievances and other necessary documents shall be
22 prepared by the District following review by CSEA and shall be given
23 sufficient distribution so as to facilitate operation of the grievance
24 procedure. The costs of preparing such forms shall be borne by the
25 District.

26 8. In the event it becomes necessary to conduct a grievance hearing or
27 conference with an administrator during the work day, the grievant
28 represented, representative, and witness shall be granted release time
29 without loss of pay. The District shall agree to a reasonable amount
30 of release time for processing grievances.

31 Article 19 DISCIPLINE

32 A. **Probationary Employees** – At any time prior to the expiration of the
33 probationary period, the Superintendent or designee may, at his/her
34 discretion, dismiss a probationary classified employee from district
35 employment. A probationary employee shall not be entitled to a hearing.

36 B. **Permanent Employees** – Permanent employees shall be subject to
37 personnel action (suspension without pay, demotion, reduction of pay step

1 in class, dismissal) only for cause. The Board’s determination of the
2 sufficiency of the cause for disciplinary action shall be conclusive.

3 **C. Progressive Steps** – In handling disciplinary matters, it is intended that
4 the discipline shall be commensurate with the offense and that, whenever
5 possible, progressive steps be utilized, unless the incident giving rise to
6 the discipline is of such a nature that more severe action is appropriate.
7 Progressive steps may include both verbal and/or written notification of
8 unsatisfactory performance.

9 **D. Causes** – In addition to any disqualifying or actionable causes otherwise
10 provided for by statute or by policy or regulation of this district, each of
11 the following constitutes cause for personnel action against a permanent
12 classified employee:

- 13 1. Falsifying any information supplied to the school district, including,
14 but not limited to, information supplied on application forms,
15 employment records, or any other school district records.
- 16 2. Incompetency.
- 17 3. Inefficiency.
- 18 4. Neglect of duty.
- 19 5. Insubordination.
- 20 6. Dishonesty.
- 21 7. Drinking alcoholic beverages while on duty or in such close time
22 proximity thereto as to cause any detrimental effect upon the
23 employee or upon employees associated with him/her.
- 24 8. Possessing or being under the influence of a controlled substance at
25 work or away from work, or furnishing a controlled substance to a
26 minor.
- 27 9. Conviction of a felony, conviction of any sex offense made relevant
28 by provisions of law, or conviction of a misdemeanor which is of
29 such a nature as to adversely affect the employee’s ability to perform
30 the duties and responsibilities of his/her position. A plea or verdict of
31 guilty, or a conviction following a plea of nolo contendere, is deemed
32 to be a conviction for this purpose.
- 33 10. Absence without proper notification.
- 34 11. Immoral conduct.
- 35 12. Discourteous treatment of the public, students, or other employees.

- 1 13. Willful misuse and/or negligent use of District property.
- 2 14. Violation of District, Board or departmental rule, policy, or
3 procedure.
- 4 15. Failure to possess or keep in effect any license, certificate, or other
5 similar requirement specified in the employee's class specification or
6 otherwise necessary for the employee to perform the duties of the
7 position.
- 8 16. Unlawful discrimination, including harassment, on the basis of race,
9 religion, creed, color, national origin, ancestry, physical or mental
10 disadvantage, marital status, sex, gender, sexual orientation or age
11 against the public or other employees while acting in the capacity of a
12 district employee.
- 13 17. Unlawful retaliation against any other District officer or employee or
14 member of the public who, in good faith, reports, discloses, divulges,
15 or otherwise brings to the attention of any appropriate authority any
16 information relative to an actual or suspected violation of state or
17 federal law occurring on the job or directly related thereto.
- 18 18. Chronic absenteeism or tardiness.

19 No personnel action shall be taken for any cause which arose before the
20 employee became permanent, nor for any cause which arose more than two
21 years before the date of the filing of the notice of cause unless this cause
22 was concealed or not disclosed by the employee when it could be
23 reasonably assumed that the employee would have disclosed the facts to the
24 District.

25 **E. Initiation and Notification of Charges** – The Superintendent or designee
26 may initiate a personnel action as defined herein against a permanent
27 classified employee.

28 In all cases involving a personnel action, the person initiating the action
29 shall file a written recommendation of personnel action with the Board. A
30 copy of the recommendation shall be served upon the employee either
31 personally or by registered or certified mail, return receipt requested, at the
32 employee's last known address and to CSEA. The recommendation shall
33 include:

- 34 1. A statement of the nature of the personnel action.
- 35 2. A statement in ordinary and concise language of the cause or causes
36 for the personnel action.

1 3. A statement of the specific acts or omissions upon which the causes
2 are based.

3 4. A statement of the employee's right to appeal the recommendation
4 and the manner and time within which the appeal must be filed.

5 **F. Employment Status Pending Appeal or Waiver** – Except as provided
6 herein, any employee against whom a recommendation of personnel action
7 has been issued shall remain on active duty status and responsible for
8 fulfilling the duties of the position pending his/her appeal or waiver
9 thereof.

10 The Superintendent or designee may order the employee immediately
11 suspended from duty without pay in conjunction with the recommendation
12 of personnel action after a Skelly Hearing has been conducted. This
13 suspension order shall be in writing and shall state the reasons that the
14 suspension is deemed necessary. The suspension orders shall be served
15 upon the employee either personally or by registered or certified mail,
16 return receipt requested, immediately after issuance. Except in cases of
17 emergency when the employee must be removed from the premises
18 immediately, the Superintendent or designee shall give the employee
19 written notice of the proposed recommendation of dismissal at least five
20 (5) calendar days before the effective date of any order of suspension
21 issued in conjunction with a recommendation involving dismissal.

22 **G. Right to Appeal** – Within five calendar days after receiving the
23 recommendation of personnel action described above, the employee may
24 appeal in writing to the office of the Superintendent or designee during
25 normal work hours.

26 If the employee fails to file a notice of appeal within the time specified in
27 these rules, he/she shall be deemed to have waived his/her right to appeal,
28 and the Board may order the recommended personnel action into effect
29 immediately.

30 **H. Amended/Supplemental Charges** – At any time before an employee's
31 appeal is finally submitted to the Board for decision, the complainant may,
32 with the consent of the Board, serve on the employee and file with the
33 Board an amended or supplemental recommendation of personnel action.
34 If the amended or supplemental recommendation presents new causes or
35 allegations, the employee shall be afforded a reasonable opportunity to
36 prepare his/her defense.

37 **I. Hearing Procedures**

38 1. The hearing shall be held at the earliest convenient date. All parties
39 shall be notified of the time and place of the hearing. The employee
40 shall be entitled to appear personally, produce evidence, and have

1 counsel. The employee shall be entitled to a public hearing if he/she
2 demands it when the Board is hearing the appeal. The Board shall be
3 bound by rules of evidence used in California courts. Informality in
4 any such hearing shall not invalidate any order or decision made or
5 approved by the Board.

6 2. If the appeal is heard by the Board, the Board shall affirm, modify or
7 revoke the recommended personnel action.

8 3. The Board may consider the records of any prior personnel action
9 proceedings against the employee in which a personnel action was
10 ultimately sustained and any records that were contained in the
11 employee's personnel files and introduced into evidence at the
12 hearing.

13 J. **Hearing Decision** – The decision of the Board shall be in writing and
14 shall contain findings of fact and the personnel action approved, if any. A
15 copy of the decision shall be delivered to the appellant personally or by
16 registered mail. The decision of the Board shall be final.

17 Article 20 SAVINGS CLAUSE

- 18 A. If during the term of this Agreement there exists any applicable law or any
19 applicable rule, regulation, or order issued by governmental authority
20 other than the District which shall render invalid or restrain compliance
21 with or enforcement of any provision of this Agreement, such provision
22 shall be immediately suspended and be of no effect hereunder so long as
23 such law, rule, regulation, or order shall remain in effect. Such
24 invalidation of a part or portion of this Agreement shall not invalidate any
25 remaining portions, which shall continue in full force and effect.
- 26 B. In the event of suspension or invalidation of any Article or Section
27 thereof, the parties agree to meet and negotiate upon request within thirty
28 (30) days after such determination for the purpose of arriving at a mutually
29 satisfactory replacement for such Article or Section thereof.

30 Article 21 CONCERTED ACTIVITIES

- 31 A. It is agreed and understood that there will be no strike, work stoppage,
32 slow down, picketing, or other interference with the operations of the
33 District by CSEA or by its officers, agents, or members during the term of
34 this Agreement, including compliance with the request of other labor
35 organizations to engage in such activity. The District agrees not to “lock
36 out” employees during the term of this Agreement.

1 B. CSEA recognizes the duty and obligation of its representative to comply
2 with the provisions of this Agreement and to make every effort toward
3 inducing all employees to do so. In the event of a strike, work stoppage,
4 slow down or other interference with the operations of the District by
5 employees who are represented by CSEA, CSEA agrees in good faith to
6 take steps to cause those employees to cease such action.

7 Article 22 SUPPORT OF AGREEMENT

8 The District and CSEA agree that it is to their mutual benefit to encourage the
9 resolution of differences through the meet and negotiation process. Therefore,
10 it is agreed that CSEA and District will support this Agreement for its term.
11 CSEA will not appear before any public school employer to seek change or
12 improvement on any matter subject to the meet and negotiation process except
13 by mutual agreement of the District and CSEA.

14 Article 23 EFFECT OF AGREEMENT

15 It is understood and agreed that the specific provisions contained in this
16 Agreement shall prevail over District practices and procedures and over State
17 laws to the extent permitted by State law, and that in the absence of specific
18 provisions in this Agreement, such practices and procedures are discretionary
19 with the District.

20 Article 24 COMPLETION OF MEET AND NEGOTIATE

21 During the term of this Agreement, the District agrees to meet as mutually
22 agreed upon with the duly elected and accredited officers and representatives
23 on all questions related to this Agreement including grievances, disputes, and
24 controversies arising between the District and CSEA.

25 Article 25 TRANSPORTATION

- 26 A. **Certification Renewal** – Upon successful completion of required study to
27 renew the California Special Driver certificate, bus drivers will be
28 compensated for the hours of attendance and any registration or related
29 fees.
- 30 B. **Physical Examinations** – The District agrees to pay the full cost of
31 physical examinations required for Certification Renewal.
- 32 C. **Weekend And Holiday Trips** – Bus drivers shall receive pay for a
33 minimum of four (4) hours at the appropriate overtime rate for weekend
34 and holiday trips.
- 35 D. **Seniority**
- 36 1. If more than one bus driver begins work on the same day and further
37 determination is needed, it shall be based on lot.

- 1 2. A current seniority roster of bus drivers shall be posted on the
2 Transportation Department Break Room bulletin board.
- 3 3. The Transportation Department shall generate “seniority rotation
4 lists” for all qualified employees within the department. The lists
5 shall be available for inspection by all employees and posted.

6 **E. Selection Of Routes (Bidding)**

- 7 1. The district shall mail notifications to all bus drivers two (2) weeks
8 prior to the annual bidding. The annual bid for all bus drivers will
9 take place in an open bidding meeting the week prior to the opening
10 day of the regular school year.
11 These notifications shall include the following information:
 - 12 a) The date on which the routes shall be made available for
13 inspection and their location.
 - 14 b) Date, place and time of the annual bid.
- 15 2. Bidding process shall be by seniority.
- 16 3. Routes must be made available for inspection for a minimum of five
17 (5) consecutive working days, before the annual bid commences. The
18 routes will contain the following:
 - 19 a) Hours (as close as possible)
 - 20 b) Specific size of equipment
 - 21 c) Basic route information (i.e. schools and location of stops)
- 22 4. Changes in runs or routes, after the bidding process has been
23 completed, will not be made arbitrarily or capriciously. The
24 Transportation Supervisor, or in emergency situations, the
25 Transportation Technician, dispatcher or designee has the
26 responsibility for making changes in runs.
- 27 5. The final results of the bidding shall be given to each driver and
28 posted in the transportation break room.
- 29 6. The District shall provide adequate facilities for the annual bidding.
- 30 7. Bus drivers unable to attend the bidding, shall submit their choices in
31 writing to the Transportation Supervisor, or designee.

32 **F. Equipment Assignments**

- 33 1. Bus drivers must be proficient to drive or operate any bus in the
34 District fleet, and shall be provided the necessary training by the bus

- 1 driver trainer or designee within 3 months of hire date (e.g. mountain
2 driving, San Francisco city driving, etc.).
- 3 2. Drivers may, because of substantiated health reasons, receive a
4 change in bus assignment, with the approval of the Transportation
5 Supervisor or designee.
- 6 3. When more than one request is made for a spare bus at the same time,
7 seniority shall prevail.

8 **G. Open Routes**

- 9 1. An open route occurs when a driver is terminated, promoted, resigns, or
10 changes route. The open route shall be offered in order of seniority to all
11 qualified and available drivers.
- 12 2. An open route will be assigned to the most senior driver within his/her
13 workday who expresses an interest in changing routes. That driver's
14 route will then become an open route.
- 15 3. Bus drivers will retain the right to request an open route that is available
16 as often as they desire.
- 17 4. If a route is increased by thirty (30) minutes or more, and it is
18 apparent that the change will continue for more than nineteen (19)
19 consecutive days, the increased hours will be offered to drivers in
20 order of seniority within hourly assignment. If the route is increased
21 due to classroom overloads, such increase shall not be offered by
22 seniority and shall continue as long as the route requires or until the
23 end of school, whichever occurs first.

24 **H. Route Sheets**

25 It will be the responsibility of the dispatcher and drivers to keep route
26 information current.

27 **I. Additional Work Assignments**

- 28 1. Refer to Article 11, Section I – Additional Work Assignments.
- 29 2. A trip, not requiring the driver to remain at the destination, may be
30 scheduled and assigned from workweek rotational lists for the drop-
31 off and pick-up of passengers.
- 32 3. All 12-month transportation employees shall not be placed on any
33 workweek field trip rotation list. They are not to be assigned to any
34 workweek trips, unless a trip assignment is due to the needs of the
35 department.

36 **J. Workweek Field Trips and all Driving or work that results in Extended Time**
37 **or Overtime**

1 *Workweek trips shall be assigned using an efficient and systematic process.*

2 **Posting**

- 3 1. Workweek trips and all work that results in Extended Time or
4 Overtime are posted by 2:00 p.m. Wednesday of the current week for
5 the following Monday through Sunday period.
- 6 2. In the event that Wednesday is not a work day, day trips shall be
7 posted on the last work day preceding Wednesday.
- 8 3. Day trips for the week following a “break” of 5 days or more shall be
9 posted on the last work day prior to the break.
- 10 4. Employees review posted trips to familiarize themselves with
11 available trips that may be coming up.
- 12 5. All assigned trips and all work that results in Extended Time or
13 Overtime shall be confirmed or declined within 24 hours of posting
14 unless the 24 hours falls on a Holiday. If not confirmed, it will be an
15 automatic refusal. If a trip is refused after acceptance, the driver will
16 be excluded from the next five (5) opportunities for extended time or
17 overtime. (An exception may be granted by the Transportation
18 Supervisor as appropriate.)
- 19 6. Last minute trips shall be posted as they are confirmed.

20
21 **Assignment**

- 22 1. Workweek trips shall be assigned following an equalizing list in the
23 following manner:
 - 24 a) Starting with the seniority list with all drivers starting with zero
25 (0) hours.
 - 26 b) All regularly assigned hours and all assigned trips and all work
27 that results in Extended Time or Overtime.
- 28 2. If an assignment falls fully within the drivers regularly assigned
29 hours, the Transportation Technician, dispatcher, or designee can
30 reassign the driver to any work depending upon the needs of the
31 department.
- 32 3. All workweek trips that may involve extended time or overtime will
33 be assigned from a workweek equalizing list that is updated weekly,
34 with the goal of balancing hours by combining all driving or work
35 that results in extended time and overtime equitably amongst all

1 drivers (*Refer to Article 11, Sections G – Extended Hours, H –*
2 *Overtime, and J – Overtime Distribution.*).

- 3 4. Employees may decline work offered outside their regular hours.
4 However, work refusal will be counted toward the total
5 extended/overtime hours offered.
- 6 5. The following will be considered as refusal hours for the purpose of
7 equalizing: work that occurs on a day that the driver is sick, on
8 vacation, or on personal business.
- 9 6. If a driver is absent any portion of the day on a Friday, all assigned
10 weekend trips will be reassigned.
- 11 7. A driver on District or Union business can refuse one trip within the
12 current rotation without it affecting the driver’s refusal hours.
- 13 8. Any driver electing to opt out of workweek trips or work that results
14 in extended time and overtime can do so in writing to the Supervisor
15 or designee. Any driver electing to opt back in can do so in writing to
16 the Supervisor or designee and will take effect the first (1) of the
17 month.

18 **K. Weekend and Holiday Trips**

19 *Weekend and holiday trips shall be assigned using an efficient and*
20 *systematic process.*

21 **Posting**

- 22 1. Weekend and holiday trips are posted on Wednesday of the current
23 week for the following Monday through Sunday period.
- 24 2. In the event that Wednesday is not a workday, weekend and holiday
25 trips shall be posted on the last workday preceding Wednesday.
- 26 3. Weekend and holiday trips for the week following a “break” of five
27 (5) days or more shall be posted on the last work day prior to the
28 break.
- 29 4. Employees review the posted trips to familiarize themselves with
30 available trips that may be coming up.
- 31 5. Other weekend and holiday trips are posted as they are confirmed.

32 **Assignment**

- 33 1. Employees review the posted trips to familiarize themselves with
34 available trips that may be coming up.

- 1 2. A weekend trip matrix will be posted with the trips. The matrix will
2 contain twice the number of names required to fill the available trips
3 for that weekend. For example if there are three (3) trips for the
4 weekend there will be six (6) names posted.
- 5 3. Employees fill in their trip preferences on the posted weekend trip
6 matrix as soon as possible. Drivers fill all choices, blanks or X's
7 count as a refusal for that trip should their first choices not be
8 available.
- 9 4. Drivers are "locked" into the weekend matrix as soon as a choice is
10 filled in.
- 11 5. Drivers may change their choices by Thursday at 1:00 p.m.
- 12 6. All choices become final on Thursday at 1:00 p.m.
- 13 7. Employees may decline an offered trip but a trip refusal will cause the
14 employee to go to the bottom of the rotational list. There are no
15 exceptions to this rule. If a driver is sick on a weekend it still counts
16 as a refusal. If a driver is sick on the last day school is in session
17 before a holiday (Thanksgiving, Spring Break, etc.) trips shall be
18 considered as a refusal for the entire length of the holiday period.
- 19 8. The following will be considered as refusal hours: Trips that come up
20 on a day that a driver is sick, on vacation, or on personal business.
- 21 9. Weekend trip assignments are made no later than Friday morning.
22 Assignments are made using the weekend trip matrix. Assignments
23 are made in rotational order based on the first preferences for each
24 driver. Should their first preference be taken by a more senior driver,
25 their assignment will be made according to their next preference until
26 they are either assigned a trip or refuse a trip based on their
27 preferences.

28 **Additional Current Weekend Trips Not Posted on the Wednesday**
29 **Matrix**

- 30 1. New trips will be designated on the weekend posting by red brackets.
- 31 2. New current weekend trips confirmed after 1:00 p.m. Thursday will
32 be posted on the day confirmed. Drivers have until 7:30 a.m. the
33 following business day to accept or decline.
- 34 3. Assignments will be made after 7:30 a.m. the following business day.

- 1 4. New current weekend trips that occur prior to the end of the workday
2 on Thursday (4:00 p.m.) will be offered first to those drivers who
3 have not filled in their choices on the matrix and then to the drivers
4 next on the rotation list.
- 5 5. Drivers will have until 10:00 a.m. Friday to confirm or refuse the
6 trip(s). If there is more than one additional trip, the assignment will
7 be made by seniority and choice using a mini matrix format.
- 8 6. Drivers who know of personal unavailability for the current weekend
9 shall submit a trip refusal form by Thursday at 1:00 p.m., in which
10 case the next driver on the rotational list will be added to the mini
11 matrix.
- 12 7. Assignments will be finalized by noon on Friday.

13 **Last Minute Current Weekend Trips**

14 Friday A.M. several names will be posted in seniority sequence for last
15 minute Saturday and Sunday current weekend trips. Drivers will be
16 responsible to indicate their availability on the provided form and to call
17 or check with the office by 2:00 p.m. for last minute assignments. Not
18 indicating availability on the form or calling by 2:00 p.m. will be
19 considered a refusal. Assignments will be made after 2:00 p.m.

20 **Cancellations**

21 **1. Weekdays**

- 22 a) 24-hour notice (Monday trip cancellations must be received by
23 3:00 p.m. on the preceding Friday)
 - 24 1) No charge to customer
 - 25 2) Driver gets next rotational turn
- 26 b) Less than 24 hour notice
 - 27 1) Internal customers 2 hour minimum charge
 - 28 2) External customers 2 hour minimum charge
 - 29 3) Driver is paid 2 hours if not already in paid status

30 **2. Weekends**

- 31 a) Minimum 24 hour notice
 - 32 1) No charge to customer
 - 33 2) Cancelled driver gets next rotational trip; there is no
34 bumping.
- 35 b) Less than 24 hour notice

- 1) Customer charged four (4) hours minimum
- c) Changes within the last working day
Driver paid two (2) hours of pay if trip is cancelled within the last working day before the trip and will be given the next rotational turn. If prior notification is not given by the 2:30 p.m., the employee shall be compensated four (4) hours of pay and will count as a turn. The driver will go to the bottom of the rotational list.

3. Rain Cancellations

- a. Same Day Notification Internal Customers (SCUSD)
 - 1) No charge to customer
 - 2) No pay for driver
 - 3) Employee put at the top of the rotation with no bumping
- b. Same Day Notification External Customers
 - 1) No charge to customer
 - 2) No pay for driver
 - 3) Employee put at the top of the rotation with no bumping
- c. After bus has left yard/arrived at pickup site
 - 1) Two-hour minimum charged to customer
 - 2) Employee paid 2 hours

L. Trading

Trading of Trips

While trading of trips is allowed, all trades must receive prior approval of the Transportation supervisor or designee.

1. Trading of trips is only allowed when the trade does not impact the operation of the transportation department's regularly scheduled routes.
2. Drivers must request trades in writing and be responsible for making sure that the trade does not impact the daily schedule.
3. Trades will have no effect on a driver's turn on the rotational list.
4. There is no trading of weekend trips.

M. Errors And Omissions

1. Should an error or omission occur in how the assignment was made, the affected driver will be offered the next like assignment, i.e. weekend trip for weekend trip, night trip for night trip. The affected

1 driver will have the right to refuse one trip without it affecting his/her
2 rotational turn.

3 2. This does not preclude the use of the grievance procedure where
4 appropriate.

5 **N. Last Minute Trips**

6 Last minute trips for which the field trip form or driver refusal is received
7 at 3:00 p.m. or later will be offered to drivers in rotational order. Hours
8 earned or refused will be counted toward the rotational order.

9 **Article 26 RECLASSIFICATION**

- 10 A. A reclassification is a change in a position where duties and tasks have
11 changed significantly, consistently, and such duties are not described in
12 the current job description. Job descriptions are not intended to be an
13 exhaustive list of all duties, knowledge, or abilities associated with the
14 classification, but are intended to accurately reflect the principal job
15 elements. Incumbents may perform any combination of the essential
16 functions of the job. Duties may vary from site to site.
- 17 B. A reclassification may result in an upward or downward change in salary
18 range; however, it is not designed to provide additional compensation, nor
19 to reward the high quality worker; it is not merit pay; it is not to be
20 confused with additional work.
- 21 C. Reclassification requests shall be submitted by the employee to the Human
22 Resources Department and must include a written request from the
23 employee and input regarding job responsibilities from the employee's
24 immediate supervisor. Detailed guidelines and applications for
25 reclassification requests for classified employees are available in the
26 Human Resources Department and on the District's Website;
27 www.santaclarausd.org.
- 28 D. Application requests for reclassification must be complete and turned into
29 the Human Resources Department by **November 1** for fall consideration
30 and **March 1** for spring consideration.
- 31 E. The Director of Human Resources will review and comment on all
32 reclassification requests and submit these requests to the Reclassification
33 Committee.
- 34 F. A Committee consisting of CSEA and District representation shall
35 consider and make recommendations for reclassifications during the

1 months of November and March to the Assistant Superintendent of
2 Human Resources. This recommendation may include a salary range.

3 G. The Assistant Superintendent of Human Resources makes a
4 recommendation to the Board on salary adjustments as appropriate.

5 H. Upon the Board's final approval of the reclassification, the employee shall
6 receive the change in salary grade retroactive to the submission deadline
7 for the employee's application as provided in Section D above of either
8 November 1 or March 1.

9 Article 27 TRAINING
10

11 A. The Santa Clara Unified School District and CSEA agree to the
12 maintenance of a high standard of performance, the opportunity to
13 increase skills, and to provide all legally mandated trainings to all
14 classified employees.

15 B. When such training is applicable to an appropriate group(s) of unit
16 members the District will normally conduct the training during the
17 member's regular work period. When such training is provided, it is
18 agreed that those selected unit members will attend. Unit members will
19 be compensated at their regular rate of pay. When it is necessary for the
20 training to occur outside of an employee's regular work day, unit
21 members will be compensated at the applicable rate of pay.

22 C. The District and CSEA will jointly plan and present a minimum of two
23 orientation meetings per year to welcome New Employees and inform them
24 of their rights and responsibilities. Attendance is required and the District
25 shall provide paid release time for employees to attend at a time that is both
26 fiscally sound and least disruptive to student instruction and District
27 operations.

28 D. The District/designee shall conduct an annual disaster preparedness
29 training for all bargaining unit members.

30 E. Classified Employees serving students with special health or behavioral
31 needs will be provided with the necessary training to protect employee
32 and student safety.

33 F. Eleven (11) and twelve (12) month classified employees shall be offered
34 up to 4 days of training relevant to their position and/or annual mandated
35 trainings including orientation on new laws pertinent to all employees.
36

1 Article 28 DISTRIBUTION OF JOB INFORMATION

2 Upon initial employment and each change in classification, each affected
3 employee in the bargaining unit shall receive a copy of the applicable job
4 description, a specification of the monthly and hourly rates applicable to
5 his/her position, a statement of the duties of the position, a statement of the
6 employee’s regular work site, regularly assigned work shift, the hours per day,
7 days per week, and months per year.

8

9 **SANTA CLARA UNIFIED SCHOOL DISTRICT**
10 **TERM OF AGREEMENT**

11

12 The terms of this Agreement shall be effective July 1, 2017 through
13 June 30, 2020; and thereafter shall continue in effect year by year. There will
14 be re-openers for total compensation in 2017-18, 2018-19 and 2019-20. Any
15 contract article may be opened upon mutual agreement.

16

17

18

19 _____
20 Patty Picard
21 President, CSEA Chapter #350

Michele Ryan, Ph.D.
President, Board of Education
Santa Clara Unified School

21

22

1
2 **GLOSSARY**

3 The following terms are solely for clarification of this agreement. This
4 glossary is not legally binding or grievable.

5 **Bargaining Unit Agreement**

6 The approved labor agreement between California School Employees
7 Association (CSEA) and the Santa Clara Unified School District Board of
8 Education.

9 **Bargaining Unit Member(s)**

10 An individual employees (CSEA Chapter member or Service Fee Payer)
11 represented by a union in collective bargaining.

12 **CAL-OSHA**

13 California Occupational Safety and Health Administration

14 **California Education Code**

15 State government code regulating educational law in California.

16 **CalPERS**

17 California Public Employee Retirement System

18 **Chapter**

19 A group of classified school district employees represented by CSEA and
20 recognized by the Board of Education. Santa Clara Unified employees are
21 members of CSEA Chapter 350.

22 **Classified Employee**

23 An employee that works in one of the following units: Clerical, Paraeducators
24 or Operations. Positions are organized into categories of work (classifications)
25 based on the similarity of duties, authority, and responsibility.

26 **CLUB**

27 Catastrophic Leave Use Bank

28 **COLA**

29 Cost of Living Adjustment

30 **Collective Bargaining**

31 The process by which wages, hours, rules, and working conditions are
32 negotiated and agreed upon by the District and CSEA for the employees whom
33 it collectively represents.

34 **CSEA**

35 California School Employees Association

1 **CSEA Member**

2 A classified employee who has officially joined the California School
3 Employees Association (CSEA) by filling out and submitting a CSEA
4 Membership and Salary Deduction Authorization form. A member is required
5 to pay union dues to CSEA and Chapter dues to Chapter 350 (automatically
6 deducted from his/her paycheck), has the right to vote on contract
7 ratification(s), and be represented by CSEA for all matters relating to wages,
8 hours and other terms and conditions of employment.

9 **DFEH**

10 Department of Fair Employment and Housing (Sexual Harassment)

11 **District**

12 Santa Clara Unified School District

13 **EEOC**

14 Equal Employment Opportunity Commission

15 **EERC**

16 Employer Employee Relations Committee

17 **Employee, The**

18 See Classified Employee

19 **FED-OSHA**

20 The Federal Occupational Safety and Health Administration

21 **FEPC**

22 Fair Employment Practices Commission

23 **FULL DUES PAYERS**

24 See CSEA Member

25 **HEW**

26 Department of Health Education and Welfare

27 **HR**

28 Human Resources Department

29 **MOU**

30 Memo of Understanding

31 **Organization**

32 California School Employees Association (CSEA)

33 **OSHA**

34 Occupational Safety and Health Administration

1 **Parties, The**
2 The District and CSEA

3 **PERB**
4 Public Employee Relations Board

5 **PERS**
6 See CalPERS

7 **Promotional Position**
8 A promotional position is one that would result in a change in the bargaining
9 unit member’s job classification to a different classification with a higher
10 salary range.

11 **Rodda Act**
12 The statute that governs collective bargaining.

13 **Route**
14 A route is comprised of a series of runs. The route determines each driver’s
15 daily assignment.

16 **Run**
17 A run is the transportation of students from home to school, school to home, or
18 school to school, on a regularly scheduled basis. A run begins with the pick-up
19 of students and ends with the delivery of these students at a designated
20 destination.

21 **Service Fee Payer**
22 A classified employee who must pay CSEA union dues (automatically
23 deducted from their paycheck), but has not submitted a CSEA Membership
24 form. Employee is unable to vote on contract ratification(s), but has the right
25 to be represented by CSEA for all matters relating to wages, hours and other
26 terms and conditions of employment.

27 **Side Letter of Agreement**
28 A **side letter** or **side agreement** is a collective bargaining agreement that is not
29 part of the underlying or primary collective bargaining agreement (CBA), and
30 which the parties to the contract utilize to reach agreement on issues the CBA
31 does not cover, to clarify issues in the CBA, or to modify the CBA
32 (permanently or temporarily). One may distinguish side letters from “side
33 settlements” or “settlement agreements,” which settle a dispute arising from the
34 underlying CBA. In rare cases, bargaining parties may use a side letter to
35 adjust the focus of the contract if the parties are not yet ready or willing to
36 adapt the contract formally.

37

1 **Skelly Hearing**

2 “Skelly” is a hearing which must be provided to an employee prior to the
3 imposition of discipline. Generally, Skelly’s must be provided in the case of
4 termination, demotion, suspension, reduction in pay and transfer with an
5 accompanying loss in pay. An employee’s Skelly rights entitle the employee to
6 due process consisting of: (1) notice of the intended disciplinary action; (2) a
7 copy of all materials upon which the action is based (including material which
8 was available for review by the individual responsible for imposing discipline,
9 regardless of whether such information was, in fact, reviewed); and, (3) an
10 opportunity to respond orally or in writing to an impartial reviewer prior to the
11 effective date of the disciplinary action. Pursuant to State Personnel Board
12 Rule 52.3 an employee must be served with a Notice of Adverse Action at least
13 five (5) days prior to the effective date. The “Skelly” Officer must have the
14 authority to modify (or at a minimum recommend modification) of the adverse
15 action.

16 **Unit Employee**

17 A classified employee who belongs to a specific unit, i.e. Clerical,
18 Paraeducators or Operations. A group of jobs having the same nature of work
19 but requiring different classifications of skill, responsibility, or working
20 conditions.

21 **UTSC**

22 United Teachers of Santa Clara
23

1 6. Leads will be expected to be “on-call” every other month for two (2)
2 week periods; seven (7) times per year. Expected “on-call” yearly hours will be
3 approximately two and one-half (2-1/2) months per year of “overtime call-out
4 opportunity” for emergency responses while on their assigned shifts.

5 7. The District agrees to meet with CSEA in March 2019 upon request to
6 discuss whether additional classifications can be trained and added to the on-
7 call list for responding to emergencies after hours.

8

- 1 iii. For purposes of educational continuity, the Special
2 Education Paraeducator assigned to the classroom will be
3 given first preference for such positions.
 - 4 2. Prior to May 1st of each school year, classified employees who regularly
5 work ten (10) or eleven (11) month assignments may submit a request to
6 Human Resources to be assigned additional work for which they are
7 qualified during the summer. Assignments for additional work during the
8 summer will be made based on availability and qualifications. Regular
9 classified employees requesting such work will be assigned for additional
10 work during the summer before substitutes or non-District employees.
 - 11 3. The District agrees to publicize Classified positions in ESY and in Summer
12 programs by:
 - 13 a. Sending an email to all District employees concerning the availability
14 and the application timelines for Classified positions in ESY and
15 Summer programs;
 - 16 b. Paper applications will be sent through the District mail service to each
17 classified employee in the classifications for which ESY and Summer
18 program will be hiring.
 - 19 4. Offers for ESY and Summer program positions can be conditioned on the
20 applicant being required to work either the entire summer session or, for the
21 high schools, one or both of the four-week sessions, as determined by the
22 District consistent with the needs of the students, department, and program.
 - 23 5. The Parties acknowledge that summer program enrollment, particularly for
24 Special Education students, is variable and fluid. Enrollment, and therefore
25 personnel needs, may not be known until soon before the beginning of the
26 session. The District agrees to provide applicants for summer work with as
27 much advanced notice of hiring decisions as possible given the inevitable
28 changes in student enrollment.
 - 29 6. Work during the summer shall not be considered as permanently extending
30 the classified employee's regular assignment. The terms and conditions of
31 employment in the collective bargaining agreement all apply to work during
32 the summer. Effective June 1, 2019, classified employees working twenty
33 (20) days of work during the summer shall receive one (1) additional day of
34 sick leave. Classified employees working less than twenty (20) days of
35 work during the summer shall not receive any additional sick leave for such

1 work. No additional vacation will be granted for work during the summer.
2 If the classified employee's regular school year position is different than the
3 summer position, the summer school employee will be paid according to the
4 range for the classification in which the summer work is performed.

5 7. For Summer work, Paraeducators will work a total of four and a half (4.5)
6 hours with a fifteen (15) minute break. Paraeducators will not be required to
7 take a thirty (30) minute duty-free lunch as otherwise provided in Article
8 11(R). The Parties recognize that some employees may require a thirty (30)
9 minute duty-free lunch for health or other reasons. A thirty (30) minute duty
10 free lunch will be provided to employees who request a thirty (30) minute
11 duty free lunch break for health or comfort reasons. Employees requiring a
12 thirty (30) minute, duty-free lunch break will be compensated for 4.0 hours
13 per day.

14

APPENDIX – STIPENDS

Stipend	Rate
<u>Professional Growth:</u>	
9 semester units completed toward earning an A.A. Degree, B.A./B.S. Degree, Certificate in a professional or trade school program, or a course or training directly related to skills required for advancement in the employee's classification (<i>job related</i>)	\$100* (<i>prorated to percentage of time worked throughout school year</i>)
9 semester units completed in general areas of interest to the employee (<i>non-job related</i>)	\$40* (<i>prorated to percentage of time worked throughout school year</i>)
<u>Mileage:</u>	
Employees who travel daily by personal vehicle to a second work site (<i>stipend in lieu of mileage</i>)	\$75*
Employees serving in a regular split site assignment (classified employees regularly assigned to work at more than one (1) work site in any school day), shall receive a stipend in lieu of mileage (<i>If employee's travel distance exceeds the District's \$75 per month premium allowance, the employee may submit a mileage voucher for the additional cost</i>)	\$75*
Any employee in the bargaining unit required to use his/her vehicle on District business	Current IRS rate per mile for all miles driven
<u>Overnight Field Trip:</u>	
For bargaining unit members who are required to attend an overnight field trip	\$100* (<i>plus regular hourly rate for all hours employee actually performs duties, overtime if applicable</i>)
<u>Uniform Care:</u>	
For bargaining unit members who are required to launder their uniforms	\$25* per month
<u>Boots Voucher Stipend:</u>	
For bargaining unit members in designated classifications required to wear Cal/OSHA compliant steel-toed boots	\$180 per year

**These stipend amounts shall be increased by the same percentage as salary schedule increases.*

FORMS

SANTA CLARA UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL

Grievance Form

Reference Article 18 Grievance Procedure of CSEA agreement with SCUSD.

Date Incident Occurred: _____

Date of Informal meeting _____ within 10 days of occurrence, with _____
Evaluating Administrator/Manager

TO: _____ , _____
Name of Respondent Title Work Location

FROM: _____ , _____
Name of Grievant Title Work Location

GRIEVANCE LEVEL: (Please check one)

LEVEL 1 TIMELINE:

- a) Within 10 days of informal meeting _____, present grievance in writing to admin/manager.
date
- b) Within 5 days of admin/manager's receipt of grievance, grievant should receive written response from admin/manager.

LEVEL 2 TIMELINE:

- a) Within 10 days, if employee disagrees with admin/manager's Level I response, appeal in writing to HR Department.
- b) Within 10 days, HR to meet with employee.
- c) Within 5 days of meeting, HR to provide written decision to employee and admin/manager.

ARTICLE VIOLATED: _____ SECTION VIOLATED: _____

Statement of problem identified by grievant: _____

Remedy sought by grievant: _____

Signature of Grievant: _____ Date: _____

Level 1: Original: Administrator/Manager

Copy: HR

Copy: Employee

Level 2: Original: HR

Copy: Administrator/Manager

Copy: Employee

5/23/08

CSEA/Chapter 350
Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051

Catastrophic Leave USE Bank
Application Form

Name: _____ Date: _____

Work Site: _____

Number of hours worked per day _____

Preferred method of contact: _____
(Phone # or e-mail address)

Number of days requested: _____ (maximum of 25)

Attached, please find the Physician Verification Form certifying that my leave meets the criteria for eligibility for Catastrophic Leave and is unplanned and not as a result of an industrial accident or injury.

Confidentiality: The information you provide will only be shared with the members of the catastrophic leave committee.

- I give permission to share medical information with the SCUSD and the Catastrophic Leave Committee.
- I understand it is my responsibility to provide this information to the District myself.

Release of liability: I agree to abide by the decisions of the Catastrophic Leave USE Bank committee with respect to the awarding or denial of benefits under my application. I waive the right to appeal this decision to any court, administrative agency or arbitrator. I agree to hold harmless and release from any liability the members of the Committee, CSEA, Santa Clara Unified School District and their employees for any acts or omissions relating to the administration of the Catastrophic Leave USE Bank.

Signature of Employee or Employee's Designee

Date

** NOTE: The doctor verification form must be included with your application.
Return both to the CSEA office (see letterhead at top of page for mailing address).

CSEA/Chapter 350
Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051

Catastrophic Leave USE Bank
Contribution Form

Check applicable boxes below:

- In accordance with Article 17 of the negotiated agreement between the Santa Clara Unified School District and CSEA, Chapter 350, I choose to voluntarily participate in the Catastrophic Leave USE Bank (CLUB).

AND

- I authorize the Santa Clara Unified School District to deduct 7.5 hours from my accrued sick leave and transfer this time to the CLUB. I acknowledge that my transfer hours are irrevocable, binding, and waive any claim for the use of these hours. I further acknowledge that if the number of hours in the Catastrophic Leave USE Bank falls to or below 300 hours, I will be asked to donate additional hours to maintain eligibility for bank withdrawals.

Print Name

Work Location

Signature

Date

_____ I do not elect to participate in the program at this time.

_____ **I'm already enrolled in the program.**

Print Name

Work Location

Signature

Date

Please return this completed form to the designated staff member at your school/department.
Forms will not be accepted after November 15th.

CSEA/Chapter 350

Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051
(408) 423-2018

Catastrophic Leave USE Bank
Physician Verification Form

Name of Employee: _____

I certify that the above named employee has incurred a non-industrial catastrophic illness or injury which precludes returning to work for the time period listed below.

From _____ to _____

Physician's Signature

Date

Name of Doctor (please print)

Phone or e-mail

Employee: Please return this form, signed by a medical doctor (M.D.), along with the application form, to the Department of Classified Human Resources. Contact information is at the top of this page.

10/07

