

BASS LAKE JOINT UNION ELEMENTARY SCHOOL DISTRICT

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #757

CONTRACT

EFFECTIVE JULY 1, 2005 TO JUNE 30, 2008

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PREAMBLE

This agreement is made and entered into, by and between the Bass Lake Joint Union Elementary School District, hereinafter referred to as the District, and California School Employees Association, Chapter 757 or its successor, hereinafter referred to as CSEA.

The purpose of this agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

Article 1

RECOGNITION

- 1.1 The District confirms its recognition of CSEA as the exclusive representative for all classified employees holding those positions described in Appendix A (Voluntary Recognition).
- 1.2 The District shall notify CSEA of any newly created classified positions. Upon request from CSEA the District shall meet to discuss the inclusion or exclusion of said classification in the bargaining unit. Disputes regarding inclusion or exclusion shall be handled in accordance with Public Employment Relations Board rules and regulations.

Article 1
APPENDIX A

VOLUNTARY RECOGNITION

The Bass Lake Joint Union Elementary School District voluntarily recognizes the California School Employees Association, Chapter No. 757, as the exclusive representative for an appropriate unit of employees, as described below, for purposes of meeting and negotiating with the District.

The group of jobs or positions which constitute the appropriate unit are as follows: food services, clerical and secretarial I and II, operations and maintenance (to include custodial/maintenance/grounds, instructional assistants, para-educators and transportation); and excluding: management, supervisory or confidential positions which include: Superintendent, assistant superintendent, principal, vice-principal, cafeteria manager, transportation manager, manager of buildings and grounds, office manager and recording secretary and confidential secretary; and further excluding noon-duty supervisors; all temporary, casual, and substitute positions.

Article 2

DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law.
- 2.2 Included in, but not limited to, those duties and powers is the right to:
- 2.2.1 Determine its organization;
 - 2.2.2 Supervise the work of its employees;
 - 2.2.3 Determine the times and hours of operation of the District;
 - 2.2.4 Determine the kinds and levels of services to be provided and methods of providing them;
 - 2.2.5 Establish District-wide educational policies, goals, and objectives;
 - 2.2.6 Insure the rights and educational opportunities of students;
 - 2.2.7 Determine staffing patterns;
 - 2.2.8 Determine the number and kinds of personnel required;
 - 2.2.9 Maintain the efficiency of District operations;
 - 2.2.10 Build, move or modify facilities;
 - 2.2.11 Establish budget procedures and determine budget allocation;
 - 2.2.12 Determine the methods of raising revenue;
 - 2.2.13 Take action on any matter in the event of an emergency;
 - 2.2.14 Contract out work to be done or services to be rendered in accordance with the Educational Code; provided that prior to contracting out work or services which will eliminate bargaining unit positions, the District shall notify CSEA and negotiate the effects of contracts out.
 - 2.2.15 The right is retained to:
 - Hire
 - Classify
 - Assign or reassign
 - Evaluate
 - Promote
 - Terminate
 - Discipline employees
- 2.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.4 The District retains its right to suspend policies and practices referred to in this agreement in cases of emergency. An emergency shall be defined as any situation in the District which is, will or has threatened, damaged or destroyed, the safety, well-being or operation of District property, employees, students or the community. The determination of whether or not an emergency exists is solely within the discretion of the District and shall not be subject to the provisions of Article 6 - GRIEVANCE

PROCEDURE, however, any action taken by the District in response to an emergency shall be subject to the provisions of Article 6 - GRIEVANCE PROCEDURE.

Article 3

ASSOCIATION RIGHTS

- 3.1 CSEA shall have the right of access to District employees at reasonable times. The term "reasonable times" means employee meal or rest period and any time before or after an employee's assigned duty time when the employee is present upon District property, but is not expected to be performing services or to be ready to perform services on behalf of the District. CSEA access to the employees may be available at other times by mutual agreement between CSEA and the District.
- 3.2 Representatives of CSEA may contact employees in any lounge facility, meeting room, office, classroom, garage, or grounds of the District provided that nothing herein shall be deemed to permit such access to an employee during any time set aside for assigned duty, that such access will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a CSEA representative and provided further that such access will not be utilized in such manner that will disturb, disrupt, or otherwise interfere with the assigned duties of any employee of the District.
- 3.3 CSEA shall have the right to use, without charge, District buildings and facilities for the conduct of lawful CSEA business upon prior approval by the District and in compliance with the requirements of the Civic Center Act (Education Code Section 40040 et seq.).
- 3.4 CSEA may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following:
 - 3.4.1 All postings for bulletin board or items for school mailboxes must contain the date of posting or distribution and identification of the organization together with a designated authorization by the CSEA President or other authorized representative.
 - 3.4.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as postings or distribution.
 - 3.4.3 No information will be posted or distributed which is defamatory of the District or its personnel.
- 3.5 CSEA upon request, shall be furnished with the following:
 - 3.5.1 Once per year, a list of bargaining unit members stating job classification and work site.
 - 3.5.2 Normally within five (5) working days, of such request, public documents or public materials pertinent to CSEA which pertains to matters within the scope of representation.
 - 3.5.3 At the same time as distribution to the Governing Board, one copy of each Governing Board agenda and all supporting documents with the exception of confidential material including personnel matters.
- 3.6 Upon mutual agreement of the parties, additional release time shall be available to designated CSEA representatives to conduct Association and/or District business.
- 3.7 A single CSEA member who is a State Officer of CSEA shall be granted, subject to prior District approval, paid release time not to exceed five (5) days in one year, for official State Association business. State CSEA officers would include the following

- positions: State President, State Vice-President, State Secretary, State Regional Representative, and State Area Director.
- 3.8 The District shall provide current employees a copy of this agreement (and all updates) within forty (40) working days after ratification by both parties. The District Office shall provide new employees, at date of employment, a copy of this Agreement along with membership information and forms.
- 3.9 The District shall notify CSEA in writing of all transfers and promotions.

Article 4

PERSONNEL FILES & PERFORMANCE EVALUATIONS

4.1 PERSONNEL FILES

- 4.1.1 The personnel file of each employee shall be maintained at the District Office. All personnel files shall be kept in confidence and shall be available for inspection only to other authorized employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.
- 4.1.2 Employees shall be provided with written copies of any derogatory material ten (10) days before it is placed in his/her personnel file and such material shall be signed and dated by both parties. (Derogatory material is defined as documents containing negative information; it does not include performance evaluation documents). If the employee believes that the derogatory charges are without basis, he/she may submit a written response to those charges and request that the facts be reviewed by the Superintendent, whose decision shall be final regarding the exclusion or inclusion of the material into the personnel file.
- 4.1.3 An employee may, upon request, review materials in his/her personnel file. Privileged information, such as confidential placement bureau papers and confidential statements, submitted as part of the application procedure, including rating reports of records which were obtained prior to employment or promotion shall be removed from the file prior to a review.
- 4.1.4 CSEA Representatives, with prior written authorization from the employee, may review an employee's personnel file.

4.2 PERFORMANCE EVALUATIONS

- 4.2.1 During an employee's probationary period, a minimum of two written evaluations of his/her performance shall be filed with the Superintendent or his/her designee at the Bass Lake School District Office. Thereafter, a written evaluation shall be completed at least once a year.
- 4.2.2 The performance evaluation of employees shall be conducted by the employee's designated supervisor.
- 4.2.3 In the event an employee's job performance is less than satisfactory, an informal oral review shall be held between the employee and the evaluator normally thirty (30) days prior to the written evaluation to allow an opportunity for improvement prior to the written evaluation.
- 4.2.4 Upon completion of any written performance evaluation report, the immediate supervisor shall present it to the employee and within five (5) working days of the date of the evaluation, a conference will be held between the employee and immediate supervisor to discuss all aspects of the written report. No evaluation shall be placed in the employee's personnel file prior to this conference.
- 4.2.5 An employee shall then sign the evaluation in order to indicate his/her receipt and he/she shall retain a signed copy; signing of said report does not indicate concurrence with the contents. In addition, the employee may attach to or write upon the written evaluation any remarks the employee deems pertinent.

4.2.6 In the event of a negative evaluation, the evaluator shall include an explanation of the reasons for said evaluation and specific written recommendations for performance improvement, which the employee will be required to implement.

Article 5

ORGANIZATIONAL SECURITY

- 5.1 CSEA shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay said deducted dues to CSEA within a reasonable time thereafter.
- 5.2 All employees covered by this Agreement who are members of CSEA on the dates such Agreement is ratified and adopted, must retain their membership in CSEA for the duration of this Agreement by being obligated to pay the regular initiation fees, dues and assessments levied against similar members in the unit, except that any existing employees may resign from CSEA during the thirty (30) day period immediately succeeding the ratification.
- 5.3 The District shall deduct membership dues in accordance with the CSEA schedule, from the wages of employees in the unit who are members of CSEA and who have submitted written dues authorization forms approved by the District. The District shall not be required to make said deductions sooner than thirty (30) days after submission of the employee authorization form described herein. A member of the bargaining unit who does not submit the dues deduction authorization form, as described above, or who cancels a previously authorized deduction authorization, shall be required to pay directly to CSEA the dues indicated above. It shall be the sole responsibility of CSEA to collect such monies.
- 5.4 CSEA shall indemnify and hold the District harmless from any and all claims, demands or suits or any other action arising from the organization security provisions contained herein.
- 5.5 The District shall not take any disciplinary action against those unit members not paying dues or fees. It will be the responsibility of the organization to collect any monies not paid by unit members as provided in this agreement that said failure to pay dues would be in violation of this Agreement.

Article 6

GRIEVANCE PROCEDURE

6.1 DEFINITIONS:

- 6.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misapplication or misinterpretation of this Agreement.
- 6.1.2 A "grievant" may be any employee of the District including the CSEA covered by this Agreement.
- 6.1.3 A "day" is any day in which the central administrative office of the District is open for business.
- 6.1.4 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant and who has been designated by the District to adjust grievances.

6.2 PROCESSING A GRIEVANCE

- 6.2.1 Informal Level: Within twenty (20) days after the occurrence of the action or omission giving rise to a grievance, or within twenty (20) days after the point in time which the employee should reasonably become aware of the action or omission, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- 6.2.2 Level I: Failing to resolve the difficulty through informal means, the grievant may within ten (10) days from the informal conference register a formal grievance. The grievance shall be in writing, on forms approved by the District, with copies to CSEA, his/her immediate supervisor, and the District Superintendent, stating the following: Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;
 - Steps taken to resolve difference through informal means;
 - Steps the grievant recommends the District take to remedy the grievance.The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the District Superintendent and CSEA within ten (10) days after receiving the grievance.
- 6.2.3 Level II: In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision to the District Superintendent or his designee within ten (10) days after receiving the Level I decision. The written appeal shall contain the following:
 - A copy of the original grievance;
 - The decision rendered at Level I;
 - A clear concise statement of the reasons for the appeal.The District Superintendent or his designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to CSEA and the immediate supervisor, within ten (10) days after receiving the appeal.

- 6.2.4 Level III: In the event the grievant is not satisfied with the decision at Level II, he/she may request from the State Mediation and Conciliation Service the assistance of a mediator to help the parties resolve the grievance. The mediator will not issue any decision or findings. Any offer of compromise by either party may not be used or referred to, if the grievance is not resolved at this Level. The grievant must request this step within ten (10) days after receiving the Level II decision.
- 6.2.5 Level IV: If not satisfied with the decision at Level II, the Grievant may, within ten (10) days, appeal the decision to the Board of Trustees. The Board, at the next regularly scheduled meeting shall conduct a hearing. The grievant shall furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, shall review the record and if it finds it necessary, shall hear additional testimony or receive additional evidence. The decision of the Board shall be final.

6.3 **REPRESENTATION**

- 6.3.1 No employee shall be required to be represented by CSEA in processing a grievance.
- 6.3.2 An employee may request CSEA to represent him/her in all stages of the grievance procedure beyond the Informal Level.
- 6.3.3 Neither CSEA nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.
- 6.3.4 If an employee pursues a grievance without the intervention of CSEA beyond the Informal Level, the grievance shall not be considered resolved until CSEA has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.
- 6.3.5 Designated CSEA representatives shall receive time off from duties without loss of compensation for the purpose of processing grievances beyond the Informal Level subject to the following conditions:
- No later than fifteen (15) days following ratification of this Agreement, CSEA shall designate in writing to the District Superintendent no more than three (3) employees who shall be entitled to time off as CSEA grievance representatives.
 - The representatives shall notify the District twenty-four (24) hours prior to release from duties in order that a substitute may be obtained, unless a conference is scheduled between the grievant and the administration with less than twenty-four (24) hours notice to the grievant.
 - Such time shall be limited solely to representing a grievant in a conference with a management person beyond the Informal Level and in no way shall this include the use of such time for matters such as gathering information, interviewing witnesses or preparing presentations.
 - No more than one representative per grievance shall be released at a time; and the total release time shall be limited to ten (10) hours in the contract year.

6.4 **DISTRICT RIGHTS:**

- 6.4.1 The rights of the District under the Article 2, District Rights, are excluded from this procedure, except that any limitations on those rights contained in this Agreement shall be subject to this Article.

6.5 **TIME LIMITS:**

- 6.5.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts
- 6.5.2 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.
- 6.5.3 Time limits in this policy may be extended by mutual agreement between the grievant and the District Superintendent.

ARTICLE 7

SALARY

- 7.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the individual's placement in a Classification Range and subject to his/her Step increases. (See Salary Schedule, Appendix).
- 7.2 Employees shall be eligible for step increases as of July 1, if they were in paid status seventy percent (70%) of the normal preceding work year assigned to their position.
- 7.3 Longevity: After completion of the 13th year and each year thereafter, employees shall receive an additional \$100.00 yearly applied to their base salary.
- 7.4 Employees who regularly work two or more classifications and who have completed three years of continuous service with the District will be paid at the highest classification rate for all hours worked beginning with the fourth year, provided that the highest classification constitutes at least fifty percent (50%) of the overall hours worked.
- 7.5 All new employees (hired after March 1, 1991) shall be placed on the salary schedule in a uniform manner. Maximum out-of-district experience credit allowed shall be two (2) steps for three (3) years experience, three (3) steps for five (5) years experience and four (4) steps for seven (7) years experience in a similar job classification.
- 7.6 Employee Reimbursement: Employees shall be reimbursed for pre-approved District expenses incurred during the performance of their duties (i.e., meals, lodging, travel, etc.) in accordance with District Policy. When an employee is required to use his/her auto for District purposes, mileage will be paid at the rate established by the Board.
- 7.7 It was agreed that new classified employees who are not eligible to participate in PERS shall be enrolled in the alternative retirement plan provided through SISC.
- 7.8 SPLIT SHIFT - If there is a 90-minute or more break.
NIGHT SHIFT - If 60% of regularly assigned shift is after 5:00 p.m. it is considered night shift.
- 7.9 The salary schedule changes will be effective upon ratification of this agreement by both parties.
- 7.10 Employees grandfathered as a result of reclassification of positions shall not receive any additional longevity pay or additional unit pay until such time as the hourly rate on the salary schedule matches the grandfathered amount.
- 7.11 Amounts paid prior to adoption of this agreement for those managers returned to the bargaining unit shall continue to be paid as per articles of this agreement as long as the employee continues to perform the same job functions.

ARTICLE 8

BENEFITS

- 8.1 The District shall provide eligible employees and their dependents with health, prescription, dental and vision insurance with the following limitation: The District's contribution for health and welfare benefits provided is a monthly contribution to the insurance providers paid on a monthly basis in advance. The District agrees to contribute an amount up to \$709.55 per month per employee for all eligible full-time classified employees.

If the monthly premium amount for such benefits exceeds the District's maximum monthly contribution obligation, the excess amount shall be the responsibility of the covered employee and shall be deducted from the employee's monthly salary through a payroll deduction.

- 8.2 **Employee Eligibility and Enrollment:** Each eligible employee who completes the required enrollment form(s) will receive the above benefits in accordance with the following terms of eligibility:

8.2.1 Full time employees who receive at least ten (10) monthly paychecks shall be covered one hundred percent (100%) by the District contribution for payment of insurance premiums.

8.2.2 Part time employees, who have been with the District for four or more years regardless of the number of hours actually assigned, and who are now regularly assigned to positions of six (6) hours or more per day, shall be covered one hundred percent (100%) by the District contribution for payment of insurance premiums.

8.2.3 For part time employees who work four (4) hours or more per day, the District will pay the prorated cost of insurance based upon the number of hours worked per day divided by eight (8). In addition, each unit member who works four (4) hours or more per day and does not enroll in the entire health and welfare plan, will be paid a monthly off schedule bonus equal to the current cost of the Vision Plan. Employees who work four (4) or more hours per day and choose to enroll in all or parts of the health and welfare plan shall continue to have their vision plan fully paid by the District.

8.2.4 Part time employees desiring coverage shall be required to complete an authorized payroll deduction form(s) for the difference between the District contribution and the total insurance premium cost.

- 8.3 The District reserves the right to change benefit carriers and will provide equivalent or better coverage than currently provided. The District shall consult CSEA prior to any change in carriers.

- 8.4 The District shall pay the cost of medical examinations and District approved course fees required as a continuing condition of employment. Employees shall be compensated at their appropriate rate of pay for District sponsored courses which take place during the regular working day or as arranged by the District. The District shall

require and provide an inservice Red Cross First Aid and CPR course for unit members as needed to keep each employee's certificate current.

8.5 RETIREMENT BENEFITS

8.5.1 Employees who retire from the District may continue their health and welfare coverage by self-paying the entire cost of their health insurance.

8.5.2 After twenty (20) years of service with the District and the employee having reached the age of fifty-five (55) the employee shall be eligible for District paid health and welfare benefits until the employee is eligible or actually receives Medicare/Medical coverage.

8.6 There will be no deductible for the medical plan effective March 1, 2000, for those full-time employees eligible for the medical benefits.

ARTICLE 9

HOURS AND OVERTIME

- 9.1 The work week of regular full time employees shall consist of five (5) consecutive days of eight (8) hours per day exclusive of a lunch period and forty (40) hours per week. The scheduling of the hours and the work days shall be at the sole discretion of the District.
- 9.2 The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week and/or twelve (12) months per year; such positions shall be deemed "part time" positions. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 9.3 **Probationary Period:** Employees shall be required to complete a six (6) month probationary period prior to becoming a permanent employee. The District may extend the probationary period to one (1) year if further time is needed to complete an accurate performance evaluation.
- 9.4 **Lunch Period:** All employees who are regularly assigned to a workday of four and one-half (4 1/2) hours or more shall be entitled to an uninterrupted unpaid lunch period of no less than one-half (1/2) hour and no longer than one (1) hours. The lunch period for full time employees should normally be scheduled at or about the midpoint of each work shift.
- 9.5 **Rest Period:** All employees shall be granted a paid rest period of fifteen (15) minutes for every four (4) hours worked. Rest period shall be designated by the District.
- 9.6 **Overtime:** Overtime is any time required to be worked in excess of eight (8) hours per workday or any time in excess of forty (40) hours per workweek. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the employee. The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for employees designated by the District and authorized in advance to perform such overtime. An employee having an average workday of four (4) hours or more during the workweek shall be compensated for any work to be performed on the sixth (6th) or seventh (7th) day of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay.
- 9.6.1 An employee shall be given the opportunity for overtime, when available, and it shall be distributed and rotated as equally as is practical on an annual basis within an employee's classification. However, the District assignment of overtime shall be final.
- 9.6.2 An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours of pay at the appropriate rate of pay under this Agreement.
- 9.6.3 Any employee called back to work after completion of his/her regular assignment shall be compensated for a minimum of one (1) hour at the appropriate rate of pay.
- 9.6.4 An employee in the basic unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime hours.

Compensatory time shall be taken as mutually arranged by the employee and the District. In no event shall compensatory time off accrue beyond one (1) year and one (1) month from the date on which it was earned.

- 9.7 Employees have the right to reject offers for overtime or extra time with the exception of the District being unable to cover the assignment in which case the District will require an employee to work the overtime assignment.
- 9.8 **Adjustment of Assigned Time:** Any employee in the bargaining unit who is assigned an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive days or more or for a period of sixty-six percent (66%) or more of the school year shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.
- 9.9 **Summer Employment:** When work that is normally and customarily performed by bargaining unit employees is to be performed during the summer time, such work normally will be offered to permanent employees in that classification. All other temporary positions, such as Summer School Positions shall be posted as vacancies and subject to the provisions of Article 13 - VACANCIES AND PROMOTIONS.
- 9.10 The District shall give to each employee a written report on or before September 30th of each year, or, for new or reassigned employees, at the time of employment or reassignment, a written statement containing the following information:
 - 9.10.1 Employee's current classification, range, and step;
 - 9.10.2 Hours per day, days per year, and work site to which the employee is assigned;
 - 9.10.3 Employee's immediate supervisor/s;
 - 9.10.4 Employee's hourly salary and the method of computing monthly gross income;
 - 9.10.5 District and Employee paid benefits;
 - 9.10.6 Accumulated vacation and vacation the employee is entitled to for the current year.

ARTICLE 10

HOLIDAYS AND VACATIONS

- 10.1 All unit members shall be entitled to the following paid holidays, provided the employees are in paid status during the workday immediately preceding or succeeding the holiday. Regular employees who are not normally assigned to duty during the holidays of New Year's Day, one-half (1/2) day Friday afternoon prior to Easter Sunday, one-half (1/2) day December 24 and December 25, shall be paid for those three (3) holidays provided that they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.
- 10.1.1 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 10.1.2 When an employee is required to work on any holidays, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one half (1 1/2) his/her regular rate of pay.
- 10.2 **VACATIONS:** Employees shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations as set forth below. Such vacation shall not become a vested right until completion of six (6) months of employment.
- 10.2.1 Full time employees (12 month employees) shall accrue vacation credit under the following formula (to be prorated for 10 month and part time employees):
- 1 - 4 years service: accrue 1 day per month of paid status, maximum of 12 days per year.
 - At the beginning of the 5th year of service; accrue 1 1/4 days per month of paid status, maximum of 15 days per year.
 - At the beginning of the 16th year of service; accrue 1 2/3 days per month of paid status, maximum of 20 days per year.
 - At the beginning of the 21st year of service and up; a maximum of 21 days.
- 10.3 The scheduling of vacations shall be by mutual agreement between the employee and the District. Vacation accrued shall be taken within the school fiscal year (July 1 to June 30). If the employee does not provide proposed vacation dates within that year, the District reserves the right to designate vacation time to be taken by the employee.
- 10.3.1 Vacations may be scheduled at times requested by employees as far as possible within the District's requirements.
- 10.3.2 If there is any conflict between employees who are working in the same or similar classifications as to when vacations shall be taken, the employee with greatest original District wide hire date seniority shall be given his/her preference.

- 10.3.3 If an employee is not permitted by the District to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year.
- 10.3.4 An employee may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee notifies the District at the time of changed leave status, and provides relevant supporting information regarding the basis for such interruption or termination when the employee returns to work. The District may allow the employee to have his/her vacation rescheduled in accordance with the schedule available at that time or may allow the vacation to carry over to the following year.
- 10.4 When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 10.5 An employee who has requested vacation leave and has had such request denied shall be paid for all earned vacation in lieu of vacation time off. Such leave shall not accrue from year to year.

ARTICLE 11

LEAVES

11.1 PERSONAL INJURY AND ILLNESS LEAVE

- 11.1.1 Full time employees shall be entitled to twelve (12) days leave with full pay each year for purposes of personal illness or injury. Employees who work less than full time shall be entitled to a pro-rated amount.
- 11.1.2 After all earned leave as set forth in paragraph 11.1.1 is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months, provided that the provisions of paragraph 11.1.4 below are met. The amount deducted for leave purposes from the employee's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave. The five (5) month period shall begin on the day following exhaustion by the employee of all his/her available paid leaves.
- 11.1.3 If an employee does not utilize the full amount of leave as authorized in paragraph 11.1.1 above in any year, the amount not utilized shall be accumulated from year to year.
- 11.1.4 Upon request by the District, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or medical authorization to return to work. In general, this provision would not be invoked in case of illnesses of four (4) days or less.
- 11.1.5 Whenever possible, an employee must contact the District Office as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the workday to permit the District to secure a substitute service.
- 11.1.6 An employee who is absent for less than a full workday shall have deducted hourly increments from the accumulated leave.
- 11.1.7 An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of his/her intent to return to work at least one (1) hour prior to the close of the preceding workday and if such failure results in a substitute being secured.
- 11.1.8 Each employee shall be notified of his/her accumulated leave and leave entitlement for the current year by no later than September 30 of each year.

11.2 PERSONAL NECESSITY LEAVE

- 11.2.1 Leave which is credited under paragraph 11.1.1 of Personal Illness and Injury Leave may be used, at the employee's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed ten (10) days in any year.
- 11.2.2 For purpose of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the employee's immediate family; (b) an accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family; (c) under no circumstances shall this leave be available for the extension of a holiday or a vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities. An employee may request leave under this provision, to

the Superintendent for reasons other than stated above. The decision of the Superintendent shall be final.

11.2.3 Before the utilization of personal necessity leave an employee must obtain prior written approval from the his/her supervisor, except for cases of (a) and (b) arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

11.2.4 Under all circumstances an employee shall verify in writing that personal necessity leave was used only for the purposes as set forth in paragraph 11.2.2.

11.2.5 Employees may use two (2) days from this leave provision for personal business, not to include CSEA business, in addition to the provisions stated in paragraph 11.2.2. The employee must notify the District twenty-four (24) hours prior to taking the leave.

11.3 **BEREAVEMENT LEAVE**

11.3.1 An employee shall be entitled to a maximum of three (3) days leave, or five (5) days leave if they must travel more than 250 miles, without loss of salary upon the death of a member of his/her immediate family.

11.3.2 For purposes of this provision an immediate family member shall be limited to mother, father, grandmother, grandfather, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandchild of the employee or of the employee's spouse, or foster children, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse or foster person or any relative living in the immediate household of the employee.

11.3.3 An employee desiring to utilize this leave provision for death of an individual other than listed above, may submit a Bereavement Leave Request to the Superintendent or his/her designee for approval. The decision of the Superintendent shall be final.

11.4 **PREGNANCY LEAVE**

11.4.1 An employee may use Personal Illness and Injury Leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, child rearing, or preparation for child bearing. The length of such leave including beginning and ending dates shall be determined by the employee and attending physician.

11.4.2 The District may require and pay for an additional medical report verifying the extent of disability, if any. The physician shall be selected by the employee from a panel of three (3) physicians designated by the District.

11.5 **INDUSTRIAL ACCIDENT LEAVE**

An industrial accident or illness is defined as one where the employee becomes ill or is injured in the course of his/her employment with the District and the accident or job-connected illness is reported as indicated and qualifies under the District's Workman's Compensation Carrier parameters.

11.5.1 All employees are insured in the event of a job-connected disability. Employees should report within twenty-four (24) hours all injuries which occur at work no matter how minor. Employees are required to complete a form for the District's Workman's Compensation Carrier which is the basis for a claim against the District carrier. An injured employee is entitled to receive all medical, surgical and hospital treatment essential to the care or relief of the effect of an injury on the job.

- 11.5.2 Employees with one (1) year of service shall receive a maximum of sixty (60) days non-accumulative leave with pay in any one (1) year for an industrial accident or illness. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave commenced, for the same illness or injury.
 - 11.5.3 Leave commences with the first day of absence. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this State, exceed the normal wage for the day.
 - 11.5.4 After the first full sixty (60) working days the full salary of the employee will continue as long as the employee has entitlement to normal sick leave, vacation, etc., available. These entitlements are reduced only by the amount required to provide a full day's pay when added to the Compensation Award.
 - 11.5.5 This leave is not considered a break in service and the employee, if physically able, may return to his/her position during the "paid period". When all other paid benefits have expired and Compensation checks are no longer endorsed to the district, the employee is placed on a re-employment list for thirty-nine (39) months. During this time and when able to return to work, he/she has the right to fill the first vacancy in his/her previous classification.
 - 11.5.6 During absences due to industrial accidents, the employee must remain in California unless the Board grants permission otherwise.
 - 11.5.7 If at the conclusion of all industrial accident leave and additional paid benefits, the employee is still unable to assume the duties of his/her position, he/she will be placed on a re-employment list in the same manner as if he/she were laid off for lack of work or for lack of funds pursuant to Education Code Section 45192.
- 11.6 **JUDICIAL LEAVE**
- 11.6.1 Employees will be provided leave for regularly called jury duty and to appear as witness in court, other than as a litigant. The employee shall inform the District of the intended absence as soon as he/she receives notification to appear as a witness or serve on jury duty.
 - 11.6.2 The employee, while serving jury duty, will receive pay in the amount of the difference between the employee's regular earnings and the amount received for jury service, less mileage expense.
- 11.7 **MILITARY LEAVE**
- 11.7.1 An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

ARTICLE 12

TRANSFERS

- 12.1 **ADMINISTRATIVE TRANSFERS:** Administrative transfers may be initiated by the District at any time, whenever such transfer is in the best interest of the District. Employees being transferred shall be notified in writing ten (10) working days in advance of the recommended transfer and of the reason for the request.
- 12.2 **LATERAL TRANSFERS:** A permanent employee may request a transfer to a position in the same classification by submitting a request to the Superintendent. When openings occur, those employees with transfer requests on file shall be interviewed for the position and one may be selected.
- 12.3 **MEDICAL TRANSFER:** The District shall give consideration to employee initiated medical transfers providing the following conditions are met:
- 12.3.1 The employee shall consent to a physical examination by a District appointed physician to verify the employee's inability to perform his/her regular duties, based upon a work related illness or injury.
- 12.3.2 Pending verification from a District appointed physician of an employee's inability to perform his/her regular duties as described above, the employee shall use available leaves, if any.
- 12.3.3 Upon verification from the District appointed physician of the employee's inability to perform his/her regular duties as described above, District shall attempt to place the employee in another position in which the employee possesses the necessary employment standards as determined by the District.

ARTICLE 13

VACANCIES AND PROMOTIONS

13.1 VACANCIES

- 13.1.1 Definition: A vacancy is any unit position which remains unfilled after all transfers are made.
- 13.1.2 The District shall post and/or advertise in local newspaper all vacancies. Job announcements and job descriptions shall be posted in a designated location at all sites and a copy of the job announcements shall be printed in the weekly bulletin and distributed to all employees at least five (5) days prior to the application deadline. Employees on vacation or leave during the period of the posting may request a copy of the job announcement. During the summer recess a copy of each job announcement will be given to a CSEA representative.
- 13.1.3 Before the job announcement is posted, a CSEA representative shall sign off the announcement.
- 13.1.4 The job announcement shall include the following information: Position title, starting date, salary range, special qualifications and responsibilities, terms of employment (temporary, permanent, etc.), hours per day/week and months per year, work site, immediate supervisor, and latest date to apply for the position.
- 13.1.5 In the event that the District receives more than five (5) applications for a position, a three (3) person screening committee, the supervisor, one (1) person chosen by CSEA, and one(1) person mutually agreed upon by the District and CSEA, shall submit a list of those applicants to be interviewed by the interview committee. The interview committee shall be selected in the same manner as the screening committee. The supervisor is the only person who may serve on both committees. Both the District and CSEA have 24 hours to select a mutually agreeable 3rd member. The time period may be waived or extended by agreement of both parties.
- 13.1.6 Applicants meeting the minimum job specifications as announced, and submitting an application shall be tested and/or interviewed for the vacancy.
- 13.1.7 The District may select the most qualified applicant from among District applicants within the bargaining unit, providing there is an applicant that meets all qualifications for the vacancy determined by the oral interview committee, but the final decision rests with the District.
- 13.1.8 All employee applicants interviewed and not chosen for the position shall receive a written notification within ten (10) days of selection and prior to the selectee assuming the position. The written statement shall contain specific reasons for the applicant being denied the position.
- 13.1.9 In the event there is not an applicant within the bargaining unit who meets all minimum qualifications as determined by the oral interview committee, the District may select a non-bargaining unit or non-District applicant to fill the position.

13.2 PROMOTIONS

- 13.2.1 Definition: A promotion is any advancement to a higher classification.
- 13.2.2 Probationary Period: All employees who are promoted are subject to an additional probationary period of six (6) months. Any employee failing to

satisfactorily complete his/her probationary period in a new position shall be reinstated to a position in his/her former classification.

- 13.2.3 Upon promotion, the placement on the salary schedule shall be at the step which results in an hourly increase of at least 5%, unless that increase would be higher than the top step on the adopted schedule, in which case the placement will be at the top step in the range.

ARTICLE 14

CLASSIFICATION AND RECLASSIFICATION

- 14.1 When the District creates any new classification within the bargaining unit, the placement on the salary schedule of said new classification shall be negotiated with CSEA. When a position or class of positions is reclassified, the placement on the salary schedule of those new positions shall be negotiated with CSEA. The District retains the right to decide on the creation of new classifications or the reclassification of positions, and this right shall also include the right to set the duties and responsibilities of the position.

ARTICLE 15

LAYOFF AND RE-EMPLOYMENT

- 15.1 The District will comply with Education Code Sections 45308 and 45298 and other applicable laws with corresponding decisions of courts of appropriate jurisdiction and/or Public Employment Relations Board decisions.
- 15.2 In addition, the District will negotiate the effects of such layoffs and/or reduction of hours, if requested by the CSEA.

ARTICLE 16

PROFESSIONAL GROWTH

Classified employees constitute an integral part of the Bass Lake Joint Union Elementary School District and a significant portion of the total school system. Their achievement of high levels of accomplishment is essential to the efficient economical operation of the District. Therefore, it is in the best interests of the District to encourage classified personnel to engage in continuous, purposeful educational study and activities designed to up-date professional skills and knowledge.

16.1 **GOALS:** The professional growth program for classified employees is designed to do the following:

16.1.1 Assist employees in securing the knowledge and skills needed to do the job well.

16.1.2 Promote opportunities to learn to do the job more efficiently and to raise levels of productivity and effectiveness.

16.1.3 Improve relations with students, staff and the public.

16.2 **ELIGIBILITY REQUIREMENTS:** Those wishing to earn professional growth units must be classified employees who have attained permanent status in the Bass Lake Joint Union Elementary School District.

16.2.1 An employee shall not earn professional growth units for District paid schooling, training or inservice.

16.2.2 The following shall not be eligible for incremental credit:

- employees on probationary status;
- employees hired on a substitute basis;
- short term and temporary employees;
- students employed on an hourly student rate;
- apprentices.

16.3 **REGULATIONS REGARDING THE EARNING AND PAYMENT OF PROFESSIONAL GROWTH INCREMENTS**

16.3.1 Employees shall request prior approval for professional growth units of the Site Administrator, with the right of review by the Superintendent if approval is not granted.

16.3.2 Professional growth units shall be related to specific duty assignment or of benefit to the District.

16.3.3 Employees hired before July 1, 1987 may receive retroactive credit starting with classes taken after July 1, 1986. District principal to be made aware of units being taken on an individual basis.

16.3.4 A maximum of thirty (30) semester units, or equivalent approved inservice which is at the ration of fifteen (15) hours equals one (1) semester unit of credit, verified by transcript, may be earned through participation in adult education or college courses of study.

16.3.5 Payment shall be for blocks of ten (10) unit increments at twenty dollars (\$20.00) per unit per year and will be distributed evenly in the monthly pay check.

16.3.6 All employees anticipating completion of ten (10) unit blocks must submit acknowledgment to the Business Office by August 1st each year. Transcripts must be turned in by September 15 for unit verification.

ARTICLE 17

SAFETY

- 17.1 The District shall comply with the applicable provisions of the California State Occupational Safety and Health Act.
- 17.2 Employees are obligated to immediately report any condition or practice with which they feel unsafe, potentially unsafe or hazardous to their immediate supervisor.
- 17.3 School personnel shall not be required to work under proven unsafe conditions or to perform tasks which endanger their health or safety.

ARTICLE 18

SAVINGS PROVISION

- 18.1 If any provisions of this Agreement are held by the highest State or Federal court of competent jurisdiction to be contrary to law, such provisions will be deemed invalid, to the extent required by such court decision. In that event, all other provisions of the Agreement shall continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any Article or Section of this Agreement after such final determination, the parties agree to meet and negotiate, upon request by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 19

SUPPORT OF AGREEMENT

- 19.1 The CSEA and the District agree that it is to their mutual benefit to support this Agreement for its term and will not attempt to change its content in any manner except through the meet and negotiate process.
- 19.2 This article shall not be construed to prevent the parties from mutually agreeing in writing, to reopen any provision or provisions in the Agreement, or from mutually agreeing to meet, discuss and decide upon any matter that concerns either the District or CSEA.

ARTICLE 20

CONCLUSIVENESS OF AGREEMENT

During the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 21

TERM OF AGREEMENT AND REOPENERS

This agreement shall remain in full force and effect from July 1, 2005 to June 30, 2008, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other, in writing, of their request to alter or amend this Agreement.

21.1.1 Each year commencing on July 1, 2006, either party may reopen negotiations on the subjects listed below, by serving written notice to the Board or CSEA.

21.1.2 Wages.

21.1.3 Health and Welfare.

21.1.4 Two Articles.

Any other mutually agreed upon Article.

For the Bass Lake Joint Union
Elementary School District

For the California School Employees
Association, Chapter #757

President

President

Chief Negotiator

Chief Negotiator

Salary Addendum

Effective March 1, 2002, there shall be a 5% increase applied to the 2000-2001 classified salary schedule. Effective July 1, 2002, an additional 5% increase shall be applied to the resulting 2001-2002 classified salary schedule. These increases do not apply to grandfathered employees (William Madaus and Jim Barnett).

Effective March 1, 2002 employees who were grandfathered as a result of reclassification of position shall have a 3% increase to their current 2001-2002 total salary. Effective July 1, 2002 an additional 3% shall be added to the resulting 2001-2002 salary. The difference between these amounts and their calculated salary according to the classified salary schedule shall be paid as an off schedule stipend.