

COLLECTIVE BARGAINING AGREEMENT

July 1, 2023 – June 30, 2026

between



FREMONT UNION HIGH SCHOOL DISTRICT

**589 West Fremont Avenue
Sunnyvale, California 94087**

and



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 237

**CSEA CONTRACT
2023 – 2026**

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Jeff Moe	Vice President
Naomi Nakano-Matsumoto	Clerk
Stanley Kou	Member
Rod Sinks	Member
Graham Clark	Superintendent of Schools

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Graham Clark	Chief Negotiator
Christine Mallery	Member
Paula Robinson	Member
John Dwyer	Member
Christine Glenny	Member
Nancy Sullivan	Member
Anna Delgadillo	Member
Ben Clausnitzer	Member

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - CHAPTER 237

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Leila Lurie	Member
James Trujillo	Labor Representative

**FREMONT UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 237**

SIGNATURES

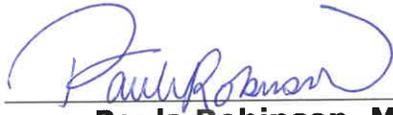
Ratification of Collective Bargaining Agreement July 1, 2023 – June 30, 2026
between the California School Employees Association (CSEA) and the
Fremont Union High School District.

**FUHSD MANAGEMENT NEGOTIATING
TEAM MEMBERS**



Graham Clark, Chief Negotiator

Christine Mallery, Member



Paula Robinson, Member

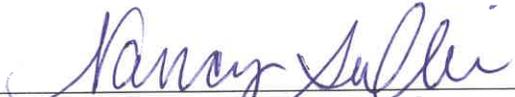
John Dwyer, Member



Christine Glenn, Member



Nancy Sullivan, Member



Anna Delgadillo, Member



Ben Clausnitzer, Member



**CSEA NEGOTIATING
TEAM MEMBERS**

Gracie Charon, President



Ron McNeil, Past President



Deb Mandac, Chairperson



Terese Barbeau, Member



Mike Hathaway, Member



Leila Lurie, Member



James Trujillo, Labor Representative



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ARTICLE ONE: RECOGNITION AND NEGOTIATION PROCEDURES

1.1 Recognition

- 1.1.1 For those employees included in the unit for negotiations as set forth in Appendix B, the Fremont Union High School District Board of Trustees (hereinafter referred to as "District" or as "Board") hereby recognizes the California School Employees Association, Chapter #237, an affiliate of the California School Employees Association, as the exclusive negotiating representative (hereinafter referred to as "CSEA" or the "Exclusive Representative") of the members of the unit as defined in Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of Government Code, and Article One of this Agreement.
- 1.1.2 The Board recognizes CSEA as the Exclusive Representative of all classified employees of the district, except for the following exempt employees.
 - 1.1.2.1 Management
 - 1.1.2.2 Supervisory
 - 1.1.2.3 Confidential
 - 1.1.2.4 Substitute personnel
 - 1.1.2.5 Short Term personnel

1.2 Management Prerogatives

- 1.2.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:
 - 1.2.1.1 To determine and administer policy.
 - 1.2.1.2 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees.
 - 1.2.1.3 To determine the number and kinds of personnel necessary for the efficient operation of the district and to direct their activities.
 - 1.2.1.4 To build, move, or modify the facilities.
 - 1.2.1.5 To develop and administer the budget.

- 1.2.1.6 To determine the methods of raising revenue.
 - 1.2.1.7 To contract out work, provided the contracting out of work shall not displace work customarily performed by bargaining unit members, to be consistent with the contract and legal requirements.
 - 1.2.1.8 To take action on any matter in the event of an emergency.
 - 1.2.1.9 To delegate to the Superintendent and other legally appointed officers the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including, but not limited to, innovative uses of district facilities and experimental and pilot investigation of new educational programs.
- 1.2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules and regulations, and practice 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 the laws of the State of California.

1.3 Negotiations

- 1.3.1 To the extent possible, the parties agree to use alternative approaches to traditional negotiations such as interest-based bargaining which focuses on problem solving.
- 1.3.2 No later than the third Tuesday in May, the Exclusive Representative shall present to the Board and the public at a regular or special Board of Trustees meeting its initial collective bargaining proposals. Unless mutually agreed to otherwise, negotiations shall begin no later than the last week in June. In accordance with Section 3547(d) of the Rodda Act, new subjects of meeting and negotiating arising after the presentation of the initial proposal shall be made public within 24 hours.
- 1.3.3 Number of Representatives and Release Time.

The Exclusive Representative shall be allowed reasonable release time as mutually agreed upon for up to five (5) of its members and the President, for the purpose of meeting and negotiating with the district representatives on all matters within the scope of representation pursuant to Government Code, Section 3543.2. In order to minimize disruption of operations, the parties agree that release time shall be provided to not more than one unit member per job classification per work site. The

numbers of hours calculated to having been spent on CSEA/District related business/negotiations will be the number of hours allowed to make up necessary work so as not to place a greater burden on the school sites. One representative of the Exclusive Representative shall be allowed release time as mutually agreed upon for the processing of grievances. The Exclusive Representative shall notify the District of the identity of the grievance representative. Whenever representatives of the Exclusive Representative are mutually scheduled by the parties to participate during working hours in negotiations respecting the Collective Bargaining Agreement or whenever a representative is scheduled to participate in a grievance conference, they shall suffer no loss in pay. The Superintendent/designee, CSEA President (Chapter 237), the applicable site principal and/or the immediate supervisor will hold a meeting in order to establish a reasonable release time plan (excluding emergencies) for the exclusive representative to handle employee issues as they arise.

1.3.4 Tentative Agreement

During negotiations, items tentatively agreed upon may be reduced to writing and initialed by both parties.

1.3.5 Approval

When the Exclusive Representative and the District reach tentative agreement on all matters being negotiated, the complete written agreement shall be submitted to and ratified by the membership of the Exclusive Representative and the Board prior to implementation.

1.3.6 Term of Agreement and Reopeners

1.3.6.1 This agreement, effective on July 1, 2023 shall continue in effect through June 30, 2026.

1.3.6.2 The compensation protocol set forth in Appendix A constitutes the full and complete agreement on compensation during the term of this agreement.

1.3.7 Contingency Re-opener

To permit the District to cope with fiscal emergencies, the parties agree to the provisions that follow to allow for compensation adjustments under certain defined circumstances.

1.3.7.1 Triggering events — The contingency re-opener of this article may be invoked by the District at any time during the year if:

- 1.3.7.1.1 the District loses its status as a "basic aid" (non-revenue limit) district,
- 1.3.7.1.2 the District receives less income (excepting one-time income) from revenue limit sources than it received during the prior fiscal year,
- 1.3.7.1.3 categorical funding for currently mandated programs, as enumerated in Appendix A, is reduced from the prior fiscal year to a level less than that reasonably necessary to comply with the mandate,
- 1.3.7.1.4 the District is newly required by action of the Federal or State government to provide a mandated program, not previously provided by the District, for which sufficient funding is not also provided, or
- 1.3.7.1.5 it appears that State imposed reserve requirements cannot be met; that is, the sum of the ending balances from Fund 10 (General Fund), as projected, is not equal to at least 3% of General Fund expenditures (after projected costs of all salary and health and welfare increases are calculated and included), and the failure to achieve at least 3% reserve is not caused by any deliberate action or omission by the District to cause such a result.

1.3.7.2 Notification

If the District determines that a triggering event has occurred and elects to invoke the contingency reopener, it shall promptly notify the Association in writing and specify the category of triggering event. If the District determines that more than one category of triggering event has occurred, the District may elect any of those events as the basis for invoking the reopener, making its election as the District finds most advantageous under the procedures set forth below.

1.3.7.3 Immediate consequences of invoking the re-opener, triggering Event # 1.3.7.1.1

If the re-opener is invoked for triggering Event 1.3.7.1 above (loss of basic aid), the parties will negotiate toward a mutually

agreeable solution to the financial difficulties result from loss of basic aid status

1.3.7.4 Immediate consequences of invoking the re-opener, triggering Event #s 1.3.7.1.2, or .3 or .4

If the re-opener is invoked for triggering Event #s 1.3.7.1.2, .3 or .4 above (loss of revenue limit source income, loss of necessary categorical funding, newly mandated programs), the parties agree to negotiate in good faith toward a mutually acceptable solution to the financial difficulties that result. If the parties are unable to reach agreement within thirty (30) calendar days of the notice provided under 1.3.7.2, then the District must look to its reserves to compensate for the decrease in income or funding or the cost of new mandated programs. If this in turn causes the reserve to fall below the statutorily required 3% minimum, then the District shall have as its sole remedy under this Agreement the rollback option set forth in 1.3.7.6 below.

1.3.7.5 Immediate consequences of invoking the re-opener, triggering Event # 1.1.7.1.5

If the re-opener is invoked for triggering Event # 1.3.7.1.5 (inadequate reserves), the parties agree to negotiate in good faith toward a mutually acceptable solution to the financial difficulties that give rise to the inadequate reserves. If the parties are unable to reach agreement within thirty (30) calendar days of the notice provided under 1.3.7.2, then the District shall have as its sole remedy under this Agreement the rollback option set forth in 1.3.7.6 below.

1.3.7.6 Compensation rollback option

If the loss of basic aid occurs and the District becomes a revenue limit District, and/or the conditions of sections 1.3.7.4 or 1.3.7.5 have been fully met, the District may resort to the following actions. A temporary rollback in total compensation shall be applied to all employee groups, including all bargaining units and all unrepresented employees for the purpose of reducing by 90% the shortfall of total unrestricted reserves available to meet State reserve requirements related to fiscal solvency. The contribution of each employee group to the reduction of the shortfall shall be in the same proportion that each group's total compensation bears to the sum of total compensation for all groups. Total compensation, for purposes of the re-opener, shall include all compensation components applicable to the employee

group in question as of the date of notice under 1.3.7.2, including, for example, salary, bonuses, health and other insurance premiums paid on the employee's behalf, employee contributions to retirement plans if the cost of such contributions are absorbed by the District, and any other form of compensation whether taxable to the employee or not, but excluding costs not ordinarily deemed compensation, such as required employer contributions to retirement plans and workers' compensation premiums. If this remedy is elected, it shall be effective as of the date of notice under 1.3.7.2. Upon invoking this remedy, the District shall give written notice to the Association that a rollback has been invoked, and shall specify in that written notice the precise size of the rollback, in dollars, that is applicable to the Association as its share. The Association reserves the right to determine how the rollback in total compensation is to be applied to its various compensation components and will inform the District of its decision in a timely fashion. If the Association has not so informed the District within thirty (30) days of receipt of the written notice of rollback and size of the rollback, the District may proceed as if the Association had chosen to have the reduction in total compensation be taken as a uniform percentage reduction in the salary schedule, without reduction in any other compensation components.

1.3.7.6.1 Sample computations

Assume for illustration purposes that general fund expenditures total \$80,000,000, and that the legally required reserves are 3% of that total, or \$2,400,000, but that the District projects a reserve of only \$2,000,000. This yields a shortfall of \$400,000. A rollback may be used to cover 90%, or \$360,000 of that shortfall. Assume further that the Association's total compensation is \$10,000,000, and the grand total compensation for all groups is \$50,000,000, so that the Association's share of compensation is 1/5th. The Association will determine how to adjust its total compensation so that the net effect, including any salary cuts, reduced employer burdens on reduced salary, changes in retirement funding, and/or benefit reductions, and so forth, shall yield 1/5th of \$360,000, or \$72,000 for reducing the shortfall.

1.3.7.7 Effect on other bargaining units

The parties do not intend by this Article to constrain other employee groups in choosing how to allocate total compensation among benefits, retirement funding, salary, or other compensation components. The parties intend that any employee group may achieve the overall effect of the rollback in total compensation through any combination of reductions in the compensation components applicable to that group. It is expressly understood and agreed that rollbacks shall be achieved only through reductions in compensation components, and that reductions in staff or other changes in bargaining unit costs shall not offset any portion of the required rollback. However, nothing in this Article shall prevent any employee group from establishing a fund with the District in which compensation that would otherwise have been distributed to members is held in reserve for use in offsetting the impact on that employee group of a future rollback.

1.3.7.8 Limitation on size of compensation rollback

Regardless of the magnitude of any revenue limit source decrease, loss of categorical funding, cost of newly mandated programs, or reserve shortfall, any compensation rollback in accordance with 1.3.7.6 shall not exceed 5% of the sum of total compensation for all employee groups, unless otherwise mutually and specifically agreed in writing at the time the rollback is implemented. The sole exception to this limitation shall be those situations in which the need for the rollback arises from an increase in enrollment that could not reasonably have been anticipated, in which case this limitation shall not apply.

1.3.7.9 Review of rollback

Recognizing that any rollback will be based at least in part upon projections, the parties agree that during the course of the year, the financial condition of the District and the size of the rollback will be re-evaluated by the parties, acting in good faith, as information becomes available, with the intention of restoring as much of the rollback as is prudent and as soon as practical. To that effect, reviews will be conducted in January (First Interim) and March (Second Interim), with the intent of restoring compensation from the date of review forward.

1.3.7.10 Duration of rollback

Inasmuch as reserve requirements are statutory, the parties intend and expect that reserve requirements will be met by the

end of the fiscal year, to comply with law. Consequently, any rollback shall result in a temporary salary schedule, applicable no longer than the end of the fiscal year in which the re-opener is invoked. The parties expect that during the year in which the rollback is applied, the District shall take such fiscally responsible action as is appropriate, through program reductions, expense reductions, reductions in force, acquiring new sources of revenue, or such other steps as are within the power of the District, based upon best available data and projections, to ensure that the conditions leading to the shortfall in reserves are alleviated for the subsequent year. If despite the District's best efforts, the District is unable to alleviate the shortfall for the subsequent year, the District will reset the base to the former salary schedule, recalculate the protocol, and determine whether one of the conditions in section 1.3.7.1 has occurred. If the District determines that one of the triggering conditions has occurred, the District may invoke the contingency reopener by notifying the Association in writing.

1.3.7.11 Computation of compensation protocol in a re-opener year

The parties recognize the mutual benefits afforded by performing the calculations necessary for executing the compensation protocol, including improved visibility of the true financial status of the District, opportunities for correction of errors, enhancing mutual trust, and affording opportunities for creative solutions to financial issues. Accordingly, protocol computations shall proceed regardless of whether a contingency re-opener has been invoked or a rollback has taken place.

1.3.7.12 Impact of re-opener on protocol computation for subsequent years

Any rollback in accordance with 1.3.7.6 shall serve to produce a temporary salary schedule during the year in which the rollback is applied. In the subsequent year, a new baseline shall be established for compensation and for use in making the comparisons required for future protocol computations. The new baseline shall be computed based on the prior total compensation structure (including the salary schedule and health and welfare premiums) in effect in the year immediately prior to the rollback. The District agrees that CSEA shall be treated equitably if there are any adjustments made to the total compensation baseline for any other bargaining unit. Upon request, the District agrees to meet and negotiate with CSEA about any perceived inequities. The new baseline established by this section shall be factored into the planning of the District in

accordance with 1.3.7.10 when taking action to ensure adequate reserves for the year following a rollback. 1.3.7.12.1

1.4 CSEA Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

1.4.1 CSEA Communications

CSEA shall have the right to post notices of activities in the matters of CSEA concern on employee bulletin boards. Communications must be signed by the responsible individual or organization.

1.4.2 Use of Facilities

The use of facilities by CSEA shall be subject to approval by the principal/designee or, in the case of the district office, by the Associate Superintendent-Business Services/designee. Such permission shall be granted, unless it is during normal work hours or it would interfere with normal school operations. If the District incurs costs as a result of this facility use, the facility use may be subject to reasonable fees. CSEA agrees to leave the facilities used in a clean and orderly condition. CSEA also agrees to provide proof of liability insurance and to provide the District with a certificate of insurance extending coverage to the District.

1.4.3 CSEA Representative

CSEA agrees that authorized representatives of CSEA shall conduct normal CSEA business at times other than the representative employees' working hours, provided that the President of CSEA may receive reasonable release time for conducting CSEA business, subject to the approval of the Superintendent. Authorized CSEA representatives shall have access to employee work locations, providing there is no interference with the work responsibilities of any employees and the procedures for acknowledging presence in the building required of all citizens are followed. CSEA shall provide a means of identifying all individuals who are duly authorized representatives of CSEA. The authorized representative represents bargaining unit members at disciplinary or other conferences on request of the employee.

1.4.4 Personnel File

CSEA shall have the right to review employees' personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee. Such review of personnel files shall

take place in the presence of an administrator at a time when the employee is not actually required to render service to the district.

1.4.5 Seniority Roster

CSEA has the right to be supplied with a complete seniority roster of all bargaining unit employees annually and a listing of new hires within five (5) days of hire.

1.4.6 Information

The District shall upon written request by the President of CSEA provide information of a non-confidential nature relating to matters within the scope of bargaining, including copies of the district budget and other public documents necessary for CSEA in its role as the Exclusive Representative

1.4.7 Distribution of Contract

The parties agree to maintain a continuously updated contract, on-line and available to everyone on a "view only" basis. A limited number of hard copies of the contract will be printed and distributed to the sites and other interested parties. The hard copy contracts will be updated with inserts of ratified negotiated agreements. Only authorized personnel will be able to make changes in the on-line contract. All on-line changes will be backed up by negotiated agreements that are signed and ratified.

1.4.8 Site Representatives

1.4.8.1 Purpose: It is agreed that CSEA, in appointing site representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

1.4.8.2 Selection of Site Representatives: CSEA reserves the right to designate its site representatives. CSEA shall notify the District in writing of the names of the site representatives and the site they represent. If a change is made, the District shall be advised in writing of such a change.

1.4.8.3 Duties: The site representatives may accompany the employee at the informal level grievance or a disciplinary conference at the request of the employee. The site administrator shall be notified in advance if an employee has requested the presence of a site representative.

- 1.4.8.4 It is agreed that site representatives shall continue to perform their assigned jobs and keep to normal business hours in all areas.
- 1.4.8.5 In the absence of a designated site representative, the President may appoint someone in the interim and notify the site administrator.

ARTICLE TWO: ORGANIZATIONAL SECURITY

The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA based on the information provided by CSEA pursuant to Article 2. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

CSEA shall submit to the District in writing the full name of employees who have either newly authorized dues deductions or revoked their dues deduction authorization. When providing the above information, CSEA will provide it to the District's Human Resources Department. The District shall not be obligated to put into effect any new or changed deductions/revocations until the following month's pay period after such submission.

The District shall initially refer any employee requests to revoke membership to the CSEA Labor Relations Representative. CSEA shall not be required to submit to the District a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, the District may request that the written authorization be provided to it.

With respect to all sums deducted by the District pursuant to this Article, the District agrees to promptly remit such monies to CSEA accompanied by an alphabetical list of names of the employees for whom such deductions have been made. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

If an employee does not have sufficient funds due to them to provide for the payment of dues after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and CSEA shall assume the duty of direct collection from the employee. CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues.

- a) CSEA shall defend and indemnify the District for any claims arising from its compliance with this Article for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall promptly notify CSEA of any claims made by employees relating to dues authorization.
- b) CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph (a) shall or shall not be compromised, resisted, defended, tried or appealed.

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

ARTICLE THREE: SCOPE

3.1 Scope

- 3.1.1 The "scope of representation" shall be limited to matters related to wages, hours of employment, and other terms and conditions of employment.
- 3.1.2 "Terms and conditions of employment" means health and welfare benefits, wages, hours of employment, leaves and transfer policies, safety conditions of employment, procedures to be used for the evaluation of employees, organizational security, procedures for processing grievances, and alternative compensation or benefits for employees adversely affected by pension limitations. These terms and conditions of employment are enumerated in Rodda SB 160 (Government Code Section 3543.2). All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation.

ARTICLE FOUR: WAGES

4.1 Salary Base

The monthly rate on the Classified Employee Salary Schedule is for full-time employment (40 hours per week, 8 hours per day, 5 consecutive days per week).

- 4.1.1 Formula: The hourly rate of pay is derived from a monthly salary schedule and computed by dividing the monthly salary by 173.33 (the average number of hours worked in a month by a 40-hour per week employee).
- 4.1.2 Formula: The daily rate of pay is derived by dividing the monthly salary by 21.67 (the average number of days worked in a month by a 40-hour per week employee).
- 4.1.3 Formula: The annual rate of pay is derived by multiplying the daily rate times the number of negotiated duty days and inclusive holidays.
- 4.1.4 New personnel costs initiated by CSEA will be supported by funds available for salary increases on the salary schedule.

4.2 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided and by reference incorporated as part of this Agreement.

4.3 Salary Placement

In cases where an applicant has exceptional experience or when unusual recruitment conditions prevail, an individual may be placed on a higher classification, not to exceed Step C. Exceptional experience refers to an applicant who possesses outstanding technical competencies or skills, or who has had two (2) or more years of outstanding comparable service with other organizations, or a combination of the two. The District shall be the sole determiner of this placement.

- 4.3.1 A beginning Student Advocate intern will be placed on the first column or Step AA of the regular salary schedule. Employee must show proof of being a registered intern from the State of California. In order to move up on the salary schedule, the employee must show proof of being fully licensed through the State of California. The salary will be prorated if the intern serves part-time. If the intern is hired upon completion of the internship and receipt of their license, up to one year of service as an intern counts as one year of experience and seniority in the District.
- 4.3.2 No Student Advocate shall be required to mentor an intern.

4.4 Salary Advancement

- 4.4.1 An employee's progressive increase to the next step on the salary schedule will be granted on July 1st, or the 1st day of each fiscal year.
- 4.4.2 Advancement on the salary schedule shall be based on satisfactory evaluation reports and upon the recommendation of the employee's supervisor. It is not an automatic advancement.
- 4.4.3 Employees who are in paid status for more than 75% of the work days in the prior fiscal year will advance to the next step on the salary schedule on July 1st. Employees who work less than 75% of the work year will remain on the same step for the following fiscal year.

4.5 Returning Permanent Employee

If a permanent employee voluntarily resigns and is rehired within twelve (12) months of separation/resignation, they may be placed in the classification of the position assigned and on the service step they had reached at the time of resignation. All rights and benefits of their previous employment (including longevity) shall be reinstated at previous levels. Because accrued vacation is paid to the employee at separation/resignation, it is understood that no vacation remains from the prior employment; however, the employee's vacation accrual rate will be the same as the rate when the employee resigned.

4.6 Paychecks

All regular employees shall be paid by itemized pay warrants in accordance with a schedule established by the County Office of Education. Employees whose work year is less than 12 months may elect deferred pay in order to receive pay warrants in their non-duty months. Employees who select the deferred pay option will have 16-2/3% (for 10-month employees) or 8 1/3% (For 11-month employees) of their net pay (after deductions) withheld and set aside in a salary trust account from which deferred pay warrants will be produced. When direct deposit is offered, employees may give the District written authorization to directly deposit their pay warrants

4.7 Frequency - Once Monthly

- 4.7.1 All employees in the bargaining unit shall be paid in accordance with the schedule established by the county computer system. Nothing herein excludes the right of an employee to elect to receive their pay in twelve (12) equal payments.
- 4.7.2 Twelve (12) month (244 duty days) employees = twelve (12) monthly checks on the salary schedule.

4.7.3 Eleven (11) month (224 duty days) employees = eleven (11) monthly checks on the salary schedule.

4.7.4 Positions for which the work year is less than eleven (11) months shall receive ten (10) equal monthly checks from August to May.

4.8 Payroll Errors

Any payroll error resulting in incorrect payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, if needed, not later than five (5) working days after the employee provides notice to the Payroll Department. If the payroll error was an overpayment, the District shall provide the employee with a statement explaining the reason and amount of the overpayment, and a representative of the district, the employee, and a CSEA representative shall meet for the purpose of reaching agreement on reasonable timelines and procedures for reimbursement of the overpayment to the District.

4.9 Special Payments

Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons, other than procedural errors, shall be incorporated into the next paycheck if notification occurs on or before the fifteenth of the month.

4.10 Lost Checks

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced within ten (10) days, upon completion of affidavit/request for replacement.

4.11 Pay Increases

The District shall make a lump-sum payment of an agreed-upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) working days of the agreement between the District and CSEA.

4.12 Mileage

Any employee in the bargaining unit required and authorized by the appropriate manager to use their vehicle on district business shall be reimbursed at the rate currently allowable by the IRS for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against district funds within ten (10) working days of submission of the claim by the employee in the bargaining unit.

4.13 Longevity Pay

4.13.1

Bargaining unit members shall be eligible for longevity pay at the beginning of the 7th, 10th, 13th, 16th and 19th years of continuous classified service in the District. Longevity amounts shall be increased or decreased by the same percentage, expressed to the nearest dollar, that is applied to the salary schedule in years of salary schedule increases or decreases.

4.13.2

Longevity pay is paid in equal installments. For employees who work less than eight (8) hours per day, longevity shall be paid on a pro-rated basis.

4.13.3

An employee's progressive increase to the next step on the longevity schedule will be granted on July 1st, or the 1st day of each fiscal year. Employees who are in paid status for more than 75% of the work days in the prior fiscal year will advance to the next step on the longevity schedule on July 1st. Employees who work less than 75% of the work year will remain on the same step for the following fiscal year; this provision generally applies to employees who are hired later into fiscal year. Work days is defined as the number of days contracted for the position each fiscal year.

4.13.4

The longevity schedule for all bargaining unit employees shall be as set forth in Appendix C.

4.14 Compensation During Required Training Periods

Employees who are required to attend and complete legislatively mandated annual training sessions, or otherwise engage in training of any kind in order to continue their employment in a position shall receive a training stipend of \$240 if the training is completed prior to the established deadline.

Employees will receive notification of the legislatively mandated annual trainings they are required to complete and the deadline to complete these trainings at the beginning of the school year.

In order to be eligible to receive the \$240 training stipend, employees must complete all legislatively mandated annual trainings mandatory online trainings within 30 calendar days of the date from when they receive notification of these trainings.

Employees who do not complete the legislatively mandated annual trainings within the 30-calendar day time period as described above, will not be eligible to be paid the \$240 stipend, but will still be required to complete these trainings as soon as possible during their work hours.

Additional trainings, other than the legislatively mandated annual trainings, may be required for specific job classifications. However, these trainings are not included in this compensation arrangement.

4.15 Compensation for an Employee Working Out of Classification

An employee shall not be required to perform duties not a part of their classification, except as provided in this Section. An employee assigned duties not a part of their classification for a period of more than three (3) workdays within a fifteen (15) day period shall have their salary adjusted upward for the entire period they are required to work in a higher classification. The employee shall receive the regular rate of pay for that higher classification at the step on which they are assigned in their regular classification. An employee required to perform work in a lower classification shall continue to receive their regular rate of pay.

4.16 Temporary Assignments

No employee shall be temporarily assigned to a position other than their regularly assigned position for more than sixty (60) working days in any twelve (12) month period, unless the employee is temporarily assigned to replace a regular incumbent employee granted a leave of absence, in which case, an employee may be assigned to work out of classification for the length of time the incumbent employee is on leave.

4.17 Salary Schedule

The salary schedule for all bargaining unit employees shall be as set forth and incorporated in this Agreement.

4.18 PERS Contribution and Salary Schedule

- 4.18.1 There's currently an inequity in the current salary schedule scheme. The "Classic salary schedule" is approximately 5% lower than the "PEPRA salary schedule". Therefore, the parties created one salary schedule, the "CSEA Salary Schedule", for all bargaining unit employees.
- 4.18.2 The "CSEA salary schedule" is 8.2% higher than the "Classic salary schedule" and 3% higher than the "PEPRA salary schedule", thus creating the single salary schedule.
- 4.18.3 Effective July 1, 2023, all bargaining unit employees will be placed on the "CSEA salary schedule". No employee's "step" and "range" will be adversely affected by moving to the CSEA salary schedule. See link to "CSEA salary schedule" in Appendix E.

4.18.4 Effective July 1, 2023, bargaining unit members hired prior to July 1, 2014, shall make their own PERS contribution post-tax. PEPRAs employees currently make their own PERS contribution post-tax.

4.19 Substitutes

Retirees who substitute in their classification will be paid at the current hourly wage for that classification. Retirees will be paid at the same step as when they were active employees. Retirees who substitute outside their classification will be paid at the substitute rate for that position.

4.20 Vacation Payoff

Employees whose work year is tied to the 183 Day Calendar will receive two (2) vacation pay warrants; one for September through December on January 10th and a second for January through June on July 10th.

4.21 PERS Reporting

Effective February 1, 2002, the District will implement the reporting method contained in Government Code Section 20636 (4) for all members of the bargaining unit participating in PERS. However, should either the District or CSEA become aware of illegalities or negative implications regarding this government section, the parties agree to meet. Cost to the District resulting from the change to this reporting method is estimated at one half of 1% of the total PERS eligible classified compensation and will be a bargaining unit expense as the protocol is applied.

4.22 Stipends

4.22.1 Bilingual Stipend

Any classified employee may apply to their principal or supervisor for a stipend for performing services as a translator and/or interpreter during their regular scheduled work hours. Translation and/or interpretation services provided after regular scheduled work hours shall be paid on a time sheet at the proper rate. To be eligible for a stipend, the employee must demonstrate satisfactory proficiency in the target language.

An eligible employee who is selected to perform translation services shall be paid a stipend of \$150 per month above base salary if the employee demonstrate satisfactory proficiency in the target language. The Principal shall determine the need for bilingual services annually. Principals are allowed up to three bilingual stipends. The Principal may not approve more than three bilingual stipends without authorization from the Superintendent or designee. The Principal shall appoint qualified employees annually,

based upon need. An employee who applies but is not selected for a bilingual stipend shall be give reasons, upon request.

Members who are asked to translate at 504 and IEP meetings will be paid an additional \$15 per hour.

4.22.2 Home Teaching Stipend

One employee in the Instructional Assistant Differentially Trained position shall have responsibility for all aspects of clerical work that support Home Teaching. In consideration for this additional responsibility, the employee who performs this work shall receive a stipend of \$4,000 per year. The need for this extra responsibility stipend and the designation of the employee shall be determined each year.

4.22.3 Training Stipends

4.22.3.1 One employee in the Attendance Accounting Technician position, at the discretion of the District, will receive a training stipend equivalent to 4% of their annual salary for the school year in consideration for their assistance in training less experienced attendance accounting personnel. The stipend will be paid in ten (10) equal installments in the August to May pay warrants.

4.22.4 Health Clerk Support

4.22.4.1 The District will pay a yearly training stipend equivalent to \$1,200 to one classified staff member at each comprehensive high school for the school year in consideration for support and backup for the Health Clerk. The stipend will be paid in ten (10) equal installments in the August to May pay warrants.

4.22.4.2 The parties agree that Health Clerk Support responsibilities at individual schools may be shared.

4.22.5 Personal Care Stipend

The District will pay a stipend of \$160 per month to a classified staff member supporting the daily personal care requirements of a student with a disability who is dependent on an adult to care for their toileting needs.

The Director of Special Education shall annually determine the need for Personal Care stipends and assign them only to staff serving students with specific personal care needs that meet the criteria for the stipend.

The stipend will be paid in ten (10) equal installments in the August to May pay warrants.

Note - An employee may receive both the Personal Care stipend and the Behavior Services stipend if they are providing support for a student who has separate and specific personal care and behavioral needs.

4.22.6 Behavioral Services Stipend

The District will pay a monthly stipend to a Paraeducator DT (differentially trained) working in an Academic Community Transition (ACT) classroom. Annually, the ACT classrooms will be designated as one of three levels depending on student need. All Paraeducator DTs are expected to have the skills and abilities outlined in the job description. Classroom levels are determined based on intensity and consistency of the student population's behavioral needs. Thus, some of the crisis intervention skills will be used with more frequency in a level 2 or 3 classroom. In addition to being trained with the district's crisis management training program, staff working in these particular classes will also receive ongoing behavioral support training. The Director of Educational and Special Services shall determine the need for Behavior Services Stipends to staff serving students in these programs who support students with the behavioral needs that meet the criteria for the stipend. The stipend will be paid in ten (10) equal installments in the August to May pay warrants.

Eligibility for Stipend:

Below you will find the definition and criteria for each classroom level. Student populations can vary from year to year depending on student's needs and natural transitions. Therefore, yearly evaluation of classroom needs will inform eligibility for the Behavior Services Stipend and classroom level.

Level 2: (\$210 per month)

Level 2 classrooms have many students in their program that require individual intensive behavior support and routine reinforcement plans. In a level 2 it is more common to have a student with mobility or feeding needs. Students in Level 2 classrooms are able to access some whole/small group instruction, but require frequent substantial adaptation to instruction throughout their day. Students in a Level 2 classroom will often require alternative augmentative communication throughout the day. Data collection is taken frequently in a Level 2 classroom. Physical management is occasionally used to support student's episodic behavioral needs in a Level 2 classroom. Behavior Intervention Plans are required by some students in a Level 2 classroom to manage behavioral needs.

Level 3: (\$275 per month)

The majority of students in a Level 3 classroom require individual intensive behavior support with ongoing individualized reinforcement plans throughout their day. Students in Level 3 classrooms are not able to be grouped the majority of their day and require consistent substantial adaptation to instruction throughout their day. Students in a Level 3 classroom will frequently require alternative augmentative communication tools to communicate throughout the day. Data collection is taken consistently and daily in a Level 3 classroom. Physical management is consistently used to support student's episodic behavioral needs in a Level 3 classroom. The majority of students in a Level 3 classroom require Behavior Intervention Plans to manage behavioral needs.

ARTICLE FIVE: HEALTH AND WELFARE BENEFITS

5.1 Coverage

The parties agree that CSEA may choose its own broker for health care benefits, and that CSEA retains control of the content of the plans. If, at any time during the term of this contract, CSEA wishes to modify its coverage for unit members, and/or decrease costs (for example, increasing co-payments, changing carriers, or eliminating certain coverage), CSEA will recommend that these changes be made and the District shall implement these recommendations as soon as practicable. All eligible bargaining unit members shall be provided the opportunity to receive health and welfare benefits. Less than full time members may elect to receive benefits on a pro-rated basis. Members who work less than four hours per day are not eligible for medical benefits.

5.1.1 The District's contribution to health benefits (Medical/Dental/Vision) shall be equal to the sum of the single payer (EE Only) Kaiser HMO Medical Premium, the Dental monthly rate and the Vision monthly rate. This rate shall adjust annually, up to a maximum of 10%, in January of each year based on the rate sheet as provided by the approved health care provider.

5.1.2 Should any Health benefit plans in effect include an "opt out" option, CSEA retains the right to determine any incentive given. Any incentives are contingent on the requirements and limitations of the carriers, as well as any other applicable regulations.

5.1.2.1 Any member who chooses to opt out of medical benefits shall receive \$135 cash in lieu of benefits. (Opt out subject to rules and regulations of the current Health Plan carrier and applicable laws.)

5.1.2.2 Any member that chooses to opt out of Dental benefits shall receive \$25 cash in lieu of benefits. (Opt out subject to rules and regulations of the current Dental Plan carrier and applicable laws.)

5.1.2.3 Effective July 1, 2023, the opt out incentive shall no longer be offered to employees. Current employees receiving the opt out shall be grandfathered into the incentive. If the grandfathered employees subsequently elect to enroll in health benefits, they shall no longer be eligible for the opt out incentive.

5.2 Health Insurance

The District shall contribute to an eligible employee's health benefits (Medical/Dental/Vision) up to, but not exceeding, the contribution cap as stated in

section 5.1.1 of this agreement. If the aggregate cost of the HMO health package or mutually agreed replacement decreases below the contribution cap as stated in section 5.1.1 of this agreement, the net savings, after factoring in any offsetting increases in alternative plans, shall be available to CSEA as part of the monies in the compensation protocol. If the aggregate cost increases above the contribution cap as stated in section 5.1.1 of this agreement, the difference shall be paid by the employee through payroll deduction.

5.3 Coverages Provided

- 5.3.1 Health Insurance: (1) Anthem Blue Cross Prudent Buyer Plan or equivalent, plus prescriptions or, (2) the Kaiser Permanente Traditional Plan, plus prescriptions or equivalent.
- 5.3.2 Dental Insurance: The District shall provide all covered employees and their dependents with a dental plan, with an orthodontia plan for dependents only.
- 5.3.3 Vision Care Plan: The District shall provide all covered employees and their dependents with a vision care plan equivalent to the plan presently in existence.
- 5.3.4 Life Insurance: The employer shall provide all members of the unit and their dependents with a decreasing term life insurance policy. Such policy shall include additional provisions for accidental death. The unit member may purchase supplemental coverage at their own expense.
- 5.3.5 Income Protection: The employer shall provide all covered employees with a salary protection program. Employees who are disabled for more than ten (10) consecutive Regular Days of Required Attendance and who provide verification of illness to Human Resources may be eligible for benefits under this program.
- 5.3.6 Employee Assistance Plan: The employer shall provide all covered employees with a licensed employee assistance plan.

5.4 Part-Time Employees

The premium costs of health and welfare benefits for part-time employees covered by this Agreement shall be prorated. To be eligible to participate, part-time employees must pay their prorated share of the costs. Part-time employees may pay their share of the costs with pre-tax dollars by using an IRC Section 125 plan, providing that any administrative charges are borne by the employee. Such participation shall be contingent upon the requirements and limitations of the carriers.

5.5 Retiree Benefits

5.5.1 Eligibility Requirements

- 5.5.1.1 To be eligible for retirement benefits, an employee must have completed a minimum of ten (10) years of classified service in the FUHSD. A year of service is defined as providing service in a paid position for at least seventy-five percent (75%) of the duty days in the school year.
- 5.5.1.2 An employee shall be at least fifty (50) years of age (Classic PERS) or fifty-two (52) years of age (PEPRA).
- 5.5.1.3 Persons participating in this program shall be designated Retired Program Employees of FUHSD and must be receiving a retirement allowance from the Public Employees Retirement System.

5.5.2 Benefits

- 5.5.2.1 An eligible retiree and the retiree's spouse or domestic partner shall receive the same District contribution toward health benefits as that received by an active employee for a period of five (5) years. If the retiree worked part-time at the time of retirement, this benefit shall be pro-rated accordingly. If the retiree pre-deceases the spouse or domestic partner, this benefit shall continue for the surviving spouse or domestic partner for the balance of the five (5) years. The retiree or surviving spouse or domestic partner will be responsible for paying the difference between the District's contribution toward insurance coverage and the full cost of the current and prevailing cost of the **retiree** premium as set by the carrier. This provision will remain in effect through the term of the contract unless the parties negotiate modifications.
- 5.5.2.2 The District and CSEA agree to refer CSEA's interest regarding extending single party retiree benefits to the Health Committee. The Health Committee will administer a survey to its bargaining unit members and analyze the results. Any recommended changes to the existing Collective Bargaining Agreement will be subject to ratification by the Board and CSEA.

5.5.3 Incentive for Early Notification of Intent to Retire

To encourage early notification for planning purposes, if the resignation is received 10 weeks prior to the date of retirement, a bonus of \$1000 will be paid to the member in the final paycheck. A unit member who chooses to retire when eligible for benefits under PERS, even if not eligible for CSEA

retirement benefits under this provision of this Article (for example, an employee at age 55, with 30 years' service but only 7 years in this district) shall be eligible for the \$1000 bonus of this section provided that notice is timely given.

5.6 Health Committee

CSEA and Management agree to convene a five-member health committee for the purpose of researching additional health care options for employees. The committee is charged with bringing forth a recommendation to the bargaining teams annually. Members will include four (4) representatives from CSEA including one bargaining team member, and one (1) representative from the Fremont Management Association. The representative from the CSEA bargaining team shall serve as chair of the committee.

ARTICLE SIX: HOURS OF EMPLOYMENT

6.1 Work Week

6.1.1 The standard workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the district, except as provided for in the Article.

6.2 Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours, which shall not be less than four (4) hours per day for five (5) consecutive days, except for those positions currently designated as less than four (4) hours. Nothing herein shall preclude the District from exercising its right pursuant to Section 6.22 of this Article Layoff and Reemployment.

6.2.1 Any foreseeable absence or other deviation from regular working hours desired by the employee shall, in advance, be cleared through the supervisor/principal, and such absences shall be noted on the employee's absence report. This Section does not apply to those absences for reasons of bereavement or industrial accident.

6.2.2 Prior approval is necessary for anticipated absences. Absence because of illness must be reported to the employee's supervisor/principal as soon as possible, but not later than fifteen (15) minutes after reporting time. An employee absent because of illness shall keep the Executive Assistant to the Principal or their supervisor informed as to when they expect to return to work; such notice shall be given one or more days before returning to work, but no later than 4 P.M. on the day before returning to work or no later than 9A.M. on the morning prior to return for swing shift employees. If the employee fails to notify the supervisor/principal by 4 P.M. on the day prior to returning to work (or by 9 A.M. for swing shift employees), the district may require that the cost of the substitute will be borne by the employee.

6.2.3 Each bargaining unit member will follow the check in and out procedure established at their work site.

6.2.4 Alternative Work Schedules — An employee may request an alternative work schedule as permitted by the Education Code.

6.3 Work Calendar & Vacation Scheduling

- 6.3.1 No later than May 1, each employee shall be given their work calendar for the following school year. Employees should review the work calendar for beginning and ending dates as well as requested vacation dates in preparation for meeting with the Principal/designee/supervisor.
- 6.3.2 Prior to June 1, the Principal/designee/supervisor and employee will meet and consult if needed regarding the employee's work calendar for the following year. The employee's work calendar shall include the employee's scheduled vacation for the next year, and must include enough scheduled vacation days to insure the employee will remain at or below the maximum accumulation for the fiscal year as outlined in Section 6.21.2.
 - 6.3.2.1 The employee shall complete and return their work calendar to the Principal/designee/supervisor no later than May 15th. No later than June 15th, the Principal/designee/supervisor shall keep a copy in the site file, submit an approved copy of the employees work calendar to Human Resources and provide the employee with a copy of the same.
 - 6.3.2.2 The CSEA president, upon request, shall have the right to see any and all work calendars of CSEA members.
- 6.3.3 Principal/designee/supervisor and the employee will make a good faith effort to reach mutual agreement on the employee's work calendar, including vacation scheduling and the option of an alternative work schedule. The needs of the site shall be taken into consideration. However, if the parties are unable to reach mutual agreement, the Principal/designee/supervisor shall make the final determination.
- 6.3.4 If, in the judgment of the Principal/designee/supervisor, the vacation requests of employees would result in too few employees to effectively perform the functions of the school/site/department, the Supervisor will use rotating seniority to approve the vacation request(s), beginning with the most senior employee(s) in the work unit or at the site. The next time the District cannot accommodate the number of vacation requests at the same time at that site or work unit, each senior employee whose request was previously approved will move to the bottom of the rotating seniority list and the next most senior employee will have their request approved.
- 6.3.5 For 244-day (12-month) employees, in years in which non-duty days occur, the non-workdays shall be mutually agreed between employee and supervisor. Employees must work 244 days beginning July 1st through June 30th to be eligible for non-duty day(s).
- 6.3.6 The High School site positions listed in this section shall follow Student

Based Work Year Calendars referenced in Appendix F. The Student Based Work Year Calendar sets all school days as required work days. Up to four (4) days per academic year will be marked as required vacation days; four (4) shall be placed over the mid-year recess in December and January. All other days within the work year calendars, with the exception of Holidays, are considered "flexible" days for which vacation may be requested and granted upon manager approval. These calendars are labeled according to the number of work days for the position and the three vacation accrual rates listed in Section 6.21.3.

- 6.3.6.1 Student Based Work Year Calendar positions are as follows: Assistant Principal's Secretary, Attendance Account Specialist, College & Career Advisor I/II, Digital Systems Specialist, EL Program Assistants, Family and Community Liaison, Media/Library Specialist, Network Systems Specialist, Printing Center Technician, Registrar, School Data Processing Specialist, School Financial Specialist, and Senior Clerical Assistant.
- 6.3.6.2 An employee with a Student Based Work Year Calendar position, that has previously accumulated vacation days, may use up to five (5) accumulated vacation days per year by adhering to the process described in Sub Sections 6.3.1, 6.3.2, 6.3.3, 6.3.4 and 6.21.5.
- 6.3.6.3 All employees using the Student Based Work Year Calendar will use the work year calendar that most closely matches their accrual rate for the school year.
- 6.3.6.4 On May 1st, The Human Resources Department shall notify all employees and their Supervisors if the employee's 61st or 121st month falls within the next school year and will provide them with the total number of vacation days the employee should accrue for the school year as defined in Sub Section 6.21.3.
- 6.3.6.5 A unit member who has accumulated more than the maximum two years accrued vacation, must, in addition to their credited vacation, take at least five of the accumulated days each year or the number of days over the contractual limit until the two-year accrual is reached.
- 6.3.6.6 In the event the unit member fails to reduce their vacation balance below the two-year limit, the supervisor or designee shall have the right to assign five vacation days on dates to be determined by the employer.
- 6.3.7 For all other employees not following the Student Based Work Year Calendar, one day per academic year will be marked as a required

vacation day. The one vacation day is to be placed over the mid-year recess between December 25 and January 1.

6.4 Adjustment of Assigned Time

Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective on the twenty-first day.

6.5 Increase in Hours

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority at the site, provided that the employee has the skills to do the assignment and has a current satisfactory evaluation. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

6.6 Lunch Periods

All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty for three and three-quarters (3-3/4) hours. The length of time for such lunch period shall be for one period of no longer than one (1) hour, nor less than one-half (1/2) hour, as approved by the employee's immediate supervisor and shall be scheduled for full-time employees at or about the midpoint of each work shift.

6.7 Rest Periods

- 6.7.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, except as provided for in Section VI at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof (three [3] or more hours).
- 6.7.2 Specified periods may be designated only when the operations of the district require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors, with notification given to the exclusive bargaining agent, CSEA.
- 6.7.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 6.7.4 Accent on Health

6.7.4.1 With prior approval from their Supervisor, employees may alter the timing of their rest period(s) to coincide with their lunch period on a periodic or regular basis.

6.7.4.2 Further, it is the intent of the parties to advocate for use of this time to promote wellness and good health through exercise.

6.8 Hours Worked

6.8.1 Hours worked is to include all time an employee is required to be on duty, or on the district's premises, or at a prescribed work place for the district. It includes any work, which the employee performs on or away from the premises, if the immediate supervisor knows or has reason to believe the work is being performed.

6.8.2 If a demand to negotiate impacts is made; a job analysis process will be completed.

6.9 Overtime

6.9.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift, or in excess of forty (40) hours in any calendar week whether such hours are worked prior to the commencement of a regularly-assigned starting time or subsequent to the assigned quitting time. Paid holidays and vacation days shall be counted as part of the forty (40) hour work week for the purposes of determining eligibility for overtime pay.

6.9.2 Overtime is categorized as follows:

6.9.2.1 Authorized.

6.9.2.2 Suffered or permitted (i.e. the immediate supervisor knows or has reason to believe the work is being performed).

6.10 Overtime Distribution

6.10.1 The District is not obligated to offer an overtime assignment to an employee who is not qualified for the particular assignment. When an emergency situation exists, the immediate supervisor may designate an employee to perform overtime. Overtime shall first be offered to the employees assigned the task(s) for which overtime is required. The site manager and/or administrator shall assign the work to the classification that best fits the work assigned. If the employee assigned the task(s) refuses the overtime assignment, it shall be offered on a rotating basis to employees at the site with current satisfactory evaluations and demonstrated level of proficiency in the task(s), beginning with the most

senior employee within the department. Once an employee on the rotation list has worked or refused an overtime assignment, that employee's name shall be placed on the bottom of the rotation list.

- 6.10.2 In order to accommodate an equal opportunity for overtime for custodians, the rotation of assignments at the site is permissible.

6.11 Payment of Overtime Worked

- 6.11.1 All overtime hours shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular base rate of pay of the employee. Employees who work in excess of eight (8) hours in one day shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular base rate of pay for the employee. For an employee whose regular scheduled hours are fewer than (8) hours a day, all hours worked in excess of the employee's regular scheduled hours up to eight (8) hours shall be compensated at straight time (the employee's regular hourly rate of pay).
- 6.11.2 All hours worked on the 6th or 7th consecutive day of the work week shall be compensated at a rate of pay equal to one and one-half (1 1/2) times the employee's regular base rate of pay.
- 6.11.3 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to the employee's regular pay.
- 6.11.4 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

6.12 Extra Duty Security

CSEA and the District agree to the following with respect to extra-duty security coverage:

- 6.12.1 Each school site will decide on an annual basis the need for extra-duty security coverage. Each site will also determine the length of time coverage is needed.
- 6.12.2 Management reserves the right to make the final decision on which time slots are filled by individual employees.
- 6.12.3 Security coverage will be offered to CSEA employees in the following order at each site: (b & c) will be based on seniority of those who volunteer

- a) Student Conduct Specialist
 - b) Custodians (also includes groundskeeper and pool/grounds)
 - c) All other CSEA classifications
- 6.12.4 The pay rate will be the current Student Conduct Specialist range: Step C, overtime pursuant to overtime language in CSEA contract 6.9.1 - exception: Student Conduct Specialist above Step C will be paid at their normal overtime rate.
- 6.12.5 Employees may not work in excess of sixteen (16) consecutive hours including their regular eight (8) hour shift. Employees may not work more than twenty-four (24) hours during a forty-eight (48) hour time period. Employees may not work in excess of eighty-eight (88) hours in a one-week period including their regular forty (40) hour week. A week is defined as 12:01 a.m. Sunday through 11:59 p.m. Saturday.
- 6.12.6 Any shift that includes working after midnight will always be staffed with two employees.
- 6.12.7 Employees who are assigned to Extra-Duty Security will be expected to:
- a) be awake and alert at all times during their shift
 - b) carry a radio/cell phone
 - c) remain on campus during their shift
 - d) be mobile and observant
 - e) try to identify intruders without being confrontational
 - f) contact Law Enforcement/Site Administration at the first sign of any disruption.

6.13 Minimum Call-in Time

An employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement.

6.14 Call-back Time

Any employee called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the overtime rate.

6.15 Compensatory Time Off

- 6.15.1 Compensatory time off shall **not** be considered the normal method of compensating for overtime. The parties expect that employees will normally be paid for the extra time of overtime worked. An employee may elect to take compensatory time off in lieu of pay for overtime work if authorized in writing in advance by the site administrator or designee. Approved

compensatory time off shall not exceed forty (40) hours in a work year. As compensatory time is calculated at the same rate as overtime, an employee may work no more than 26.6 hours to accumulate a total of forty (40) hours of compensatory time. Any additional overtime work by the employee after that point shall be paid as overtime.

- 6.15.2 Compensatory time off shall be taken any time mutually acceptable to the employee and the site administrator/designee. For all time worked by any employee in excess of eight (8) hours in one day, compensatory time off shall be granted at a rate equal to time and one-half (1 1/2) the hours worked overtime by the employee. For example: A fulltime employee who works ten (10) hours in a workday (2 overtime hours) shall receive three hours of compensatory time off. If an employee's regular scheduled work hours are fewer than eight (8) hours a day, and the employee works in excess of the employee's regular assignment, up to eight (8) hours, the employee shall receive compensatory time off equal to the amount of extra time worked.

6.16 Seventh Consecutive Day

No employee shall be required to work on the seventh consecutive day of the week, except in cases of emergency. If an employee is required to work on a seventh consecutive day because of an emergency, the employee shall be compensated at the rate of one-and-one-half (1-1/2) times their rate of pay.

6.17 Split Shift Differential - Compensation

All employees in the bargaining unit whose assigned shift contains a consecutive period of unpaid time which amounts to two (2) or more hours shall be paid a shift differential premium of 5 percent above the regular rate of pay for all hours worked.

6.18 Shift Differential - Compensation

- 6.18.1 Any employee in the bargaining unit whose assigned work shift commences between 3 P.M. and 12 A.M. shall be paid a shift differential premium of 5 percent above the regular rate of pay for all hours worked.
- 6.18.2 Any employee in the bargaining unit whose assigned work shift requires spending four (4) or more hours of the work shift after 12:00 a.m. shall be paid a shift differential premium of 5 percent above the regular rate of pay for all hours worked.
- 6.18.3 No bargaining unit member shall be required to work alone after 12:00 midnight.

- 6.18.4 An employee who received differential compensation on the basis of their shift shall suffer no reduction in pay, including differential, if they are temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.
- 6.18.5 An employee who normally receives differential pay, who works overtime before or after the employee's regular shift, Monday - Friday, shall be compensated at one and one-half (11/2) times the employee's differential rate of pay for all hours worked.
- 6.18.6 All employees, whose overtime shift is on Saturday or Sunday, shall be compensated at one and one-half (11/2) times the base rate of pay for all hours worked.

6.19 Student Food Service Assistants

Student Food Service Assistants may be used at each school site provided that they work under the supervision of a bargaining unit member and do not displace bargaining unit workers.

6.20 Holidays

6.20.1 Scheduled Holidays: The District agrees to provide eligible employees in the bargaining unit with the following paid holidays:

1. New Year's Day
2. Martin L. King Day
3. Lincoln's Day
4. Presidents' Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Admission Day or day in lieu of Adm. Day
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. Day after Christmas
16. New Year's Eve

6.20.2 Holidays on Saturday or Sunday

- 6.20.2.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls

on Sunday, the following workday not a holiday shall be deemed to be that holiday.

6.20.2.2 The operation of this section shall not cause any employee who is eligible to be paid for a holiday to lose any of the holidays clearly indicated in this Article.

6.20.3 Holiday Eligibility

6.20.3.1 A classified employee covered by this Agreement is entitled to the paid holidays set forth in Section 6.20.1 of this Article provided that the holiday falls between the employee's first day of service and their last day of service during their regularly scheduled work year, and they are in paid status during any portion of the working day immediately preceding or following the holiday. Classified employees who perform services in the District's summer school shall be paid for Independence Day at the rate at which they are being paid for summer school if they are in paid status during any portion of the working day immediately preceding or following the holiday.

6.20.3.2 Notwithstanding the above provision, employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, 25, 26, 31, and January 1 shall be paid for those holidays, provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or following the holiday period. This provision shall not apply to persons whose employment with the District begins immediately after or ends immediately before a holiday.

6.20.3.3 If additional holidays are decreed by the governing board during a school year, any employee will be paid only if it is the day on which the employee is scheduled to work.

6.20.3.4 When a classified employee is required to work on any of the holidays identified in 6.20.1 above, they shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.

6.21 Vacation

6.21.1 Eligibility

All employees in the bargaining unit shall be entitled to earn paid vacation at the prescribed monthly rate. An employee absent without pay for more

than ten (10) working days in any one-month shall not earn vacation days for that month. Vacation benefits are earned on a month-to-month basis during the fiscal year July 1 through June 30.

6.21.2 Paid Vacation Accumulation

6.21.2.1 Beginning with the 2008-09 school year, employees are encouraged to use the vacation accrued during the fiscal year in which it is earned. Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. The maximum vacation accrual accumulation for all employees shall be 40 days for a 10-month employee, 44 days for an 11-month employee, and 48 days for a 12-month employee. A day is equivalent to a normal work day of the employee. When an employee has reached the maximum accrual for vacation days, they are **required** to use their newly accrued vacation time during the fiscal year in which it is earned and must use all vacation hours over the maximum accrual no later than June 30th of each fiscal year.

6.21.2.2 The number of duty days in the work year for Food Services Assistants and Food Services Cooks shall be 183. On two of those days, the food service workers will take time off as vacation, reducing by two the number of days, which are calculated in the vacation pay. The specific days, which the food services workers take as vacation, will be designated to meet the needs of the students on an annual basis. Food services workers shall always have at least two (2) preparation days before school starts for students.

6.21.3 Vacation Accrual

Vacation leave shall accrue at the following rate for each month that the employee is in paid status:

6.21.3.1 One and one-quarter (1-1/4) days for the first five (5) years of employment, up to sixty (60) months.

6.21.3.2 One and three-quarters (1-3/4) days for the sixth through tenth years of employment (sixty-first through one hundred twenty months).

6.21.3.3 Two (2) days from the beginning of the eleventh year of employment (one hundred twenty-one months).

6.21.3.4 Vacation shall not become a vested right until after the completion of the initial six (6) months of service in the District.

By "vested right," the parties mean that an employee who resigns or is terminated prior to the completion of the initial six (6) months of service with the District shall not be entitled to vacation pay for any vacation accrued but not taken. All employees, including new employees, shall be eligible to take earned vacation days as they accrue, with prior approval of their immediate supervisor/Principal.

6.21.3.5 A classified employee absent without pay for more than ten (10) working days in any month shall not accrue vacation leave during that month. For employees who work split months, the first month that the employee works ten (10) or more days shall be the month in which vacation accrual will occur, and no vacation accrual will occur in the other split month.

6.21.4 Holidays

When a holiday, as defined in Section 6.20.1 of this Article, falls during the scheduled vacation of any employee, such holiday shall not be charged against the employee's vacation balance.

6.21.5 Vacation Change Requests Scheduling

6.21.5.1 Employees are required to schedule vacation for the following year on their work calendars and to use vacation days each year. The prior approval of the Principal/Division Head is required. An employee shall take vacation as scheduled on the employee's work calendar unless there are unforeseen circumstances. If the employee needs to reschedule the vacation dates agreed to on the employee's work calendar, or add additional days not previously requested, the employee shall submit the change in writing on the District Vacation Change Request Form at least 2 weeks in advance of the scheduled vacation dates and at least 2 weeks in advance of the requested new vacation dates. All vacation change request approvals must adhere to the guidelines in Sections 6.3.3.

6.21.5.2 The Principal/Division Head will make every effort to accommodate the wishes of the employee in order to facilitate the scheduling and use of requested vacation days.

6.21.5.3 Members who are requested to work on a day previously designated as a vacation day may elect to work on that day and save the vacation for future use if they have less than two years of accrued vacation. If moving the vacation day is not possible, the employee may be entitled to overtime. See Section 6.11.4.

6.21.6 Vacation Postponement

6.21.6.1 If a bargaining unit employee's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their date be changed, and the District shall make every effort to reschedule the vacation in accordance with vacation dates available at that time.

6.21.6.2 If the employee's vacation cannot be rescheduled in accordance with currently available vacation dates, the employee may elect to carry over their vacation to the following fiscal year.

6.21.7 Vacation Pay

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had they been in a working status.

6.21.8 Vacation Pay Upon Termination

When an employee who has completed the six (6) months of paid service is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated, up to and including the effective date of the termination. If an employee is terminated and has taken more vacation than the employee has earned, the District shall deduct from the employee's pay check the full amount of salary, which was paid for such unearned vacation days.

6.21.9 Interruption of Vacation

An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

6.22 Layoff and Re-employment

6.22.1 The District shall provide notice to CSEA of its intention to lay off unit members for lack of work, or lack of funds, or as a result of a reduction or elimination of service.

6.22.2 Concurrently, with written notification to CSEA, the District shall send written notice to each affected employee no later than forty-five (45) calendar days prior to the effective date of the layoff(s).

6.22.3 Effects of Layoff

- 6.22.3.1 Laid-off employees will have the following options regarding Health and Welfare Benefits:
 - 6.22.3.1.1 For two (2) months following the month of layoff, all Health and Welfare fringe benefits will be paid by the District, with the laid-off employee having the option to buy insurance coverage at the District's group rate for the period of time specified in federal COBRA regulations. OR
 - 6.22.3.1.2 For three (3) months following the month of layoff, medical insurance coverage only will be paid by the District, with the laid-off employee having the option to buy additional insurance coverage at the District's group rate for the period of time specified in federal COBRA regulations.
 - 6.22.3.1.3 CSEA and the District agree that both parties interpret the negotiated language giving a laid-off employee the option between taking two (2) months of all health and welfare fringe benefits (medical, dental and vision) or three (3) months of medical insurance coverage only following the month of layoff as meaning that the District is obligated to pay at the same District contribution level the District is paying for the employee in the month prior to the layoff.
- 6.22.3.2 Laid-off employees shall have the opportunity to take two classes at Fremont Union High School District Adult Education, to be paid for by the District, for the purpose of taking training in a related field or a new field where job opportunities exist, provided that such classes must be taken within twelve (12) months following layoff. A written request to take classes in accordance with this provision must be submitted to the Director of Personnel in Advance.
- 6.22.3.3 The District will provide four (4) hours of release time to each of the laid-off employees to attend a workshop with an agency, which will aid in job procurement (e.g., E.D.D.) or to attend job interviews.
- 6.22.3.4 Workload Allocation/Equalization Negotiations
 - 6.22.3.4.1 Bargaining unit members who work in classifications affected by layoff at a work site

affected by layoff shall meet and consult with the Principal, or with appropriate division head if the affected work site is the District Office, regarding allocation and equalization of the workload. The results of such consultations shall be presented to the CSEA and District bargaining teams for final approval in a negotiated agreement.

6.22.3.4.2 Nothing herein shall preclude the District from implementing the layoffs following forty-five (45) days' notice regardless whether the negotiations concerning workload have been completed. The parties agree that if the negotiations concerning equalization and allocation of the workload are not completed before the layoff, the negotiations shall be concluded following the layoff.

6.22.3.5 The provisions of this Section shall constitute the full and complete agreement between the parties concerning the impact and effects of the layoff decision.

6.22.4 Order of Layoff

The order of layoff within the class shall be based upon seniority within the class. An employee with the least seniority within the class shall be laid off first. The seniority order in effect on June 30, 1988 shall remain unchanged, and new employees or promoted employees shall be added to the seniority list in the class with their hire dates. Seniority shall be based on date of hire into the classified service of the District, which date shall be adjusted by any time spent on unpaid leave of absence in excess of ten (10) working days in a month. Although seniority is based on date of hire in the classified service of the District, an employee acquires seniority only in those classes in which the employee has served. For purposes of layoff and re-employment, bilingual Instructional Assistants shall be considered as language specific separate classes.

6.22.5 Bumping Rights

An employee laid off from their present class may bump into the next lowest class in which the employee has greatest seniority (i.e., the employee has served in that class and has a hire date indicating greater length of service than other employees in the class). The employee may continue to bump into lower classes in which the employee has served to avoid layoff.

6.22.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains their re-employment rights under this Agreement.

6.22.7 Retirement in Lieu of Layoff

6.22.7.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff or voluntary demotion. Such employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

6.22.7.2 Any person who elected service retirement in lieu of layoff shall be placed on an appropriate reemployment list; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.

6.22.7.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article and the District receives, within ten (10) working days, a written acceptance of the offer, the position shall remain vacant until the retired person has properly requested their request for reinstatement from retirement. Nothing herein shall preclude the District from filling such a position on a temporary basis, pending the retiree's return to work.

6.22.7.4 An employee subject to this Section who retires and is eligible for reemployment, and who declines an offer of reemployment equal to that from which laid off, shall be deemed to be permanently retired.

6.22.7.5 Any individual electing to retire after being placed on a re-employment list shall be retired in lieu of layoff within the meaning of this Article.

6.22.8 Re-employment Rights

6.22.8.1 Laid-off persons are eligible for reemployment in the class from which they are laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.

6.22.8.2 Laid-off persons shall be reemployed in preference to new applicants.

6.22.8.3 In addition, such persons laid off shall have the right to apply for promotions and vacancies, which occur in the District during the period of thirty-nine (39) months following layoff.

6.22.8.4 An employee on a reemployment list shall be notified of promotional opportunities and vacancies within the bargaining unit, and notices of these opportunities shall be posted for five (5) days on bulletin boards in prominent locations at each District work site.

6.22.8.5 A laid-off employee who is notified of reemployment opportunities shall notify the District of their intent to accept or refuse reemployment within three (3) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work when designated by the District, provided that the District shall not require any employee to report less than ten (10) working days following receipt of the reemployment notice.

6.22.8.6 If an employee twice declines an offer of reemployment, the District shall no longer be obligated to offer vacancies.

6.22.9 Voluntary Demotion

Employees may take voluntary demotions in lieu of layoff. Such employees shall be granted the same right as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months (for a total of 63 months) provided that the same qualifications under which they qualified for assignment to the class still apply. Employees who take voluntary demotions in lieu of layoff shall be, at the option of the employees, returned to a position in their former class as vacancies become available, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

6.22.10 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

6.22.11 Seniority Roster

The District agrees to furnish CSEA with an updated seniority roster at least once a year.

6.22.12 Displacement of Bargaining Unit Work

The District will not use certificated or confidential persons to perform the work of laid-off employees. CSEA recognizes that the District does presently and will in the future use volunteers in the schools for a variety of purposes. The District agrees, with respect to the use of volunteers in the future,

that it will be limited by the principles, which the District has followed in the past.

6.22.13 Subcontracting During Layoff Periods

The District will not contract out work which has been customarily and routinely performed by laid-off employee in the bargaining unit which will result in the displacement or reduction of hours or wages of bargaining unit employees. If there is no laid-off bargaining unit employee on a reemployment list, this provision shall be null and void.

6.23 Work Year

The duty days in the work year for each classification are set forth in Appendix B.

ARTICLE SEVEN: TRANSFER

7.1 Transfer

7.1.1 Definitions

- 7.1.1.1 Class - A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.
- 7.1.1.2 Position - A group of duties and responsibilities assigned by competent authority requiring the full- or part-time employment of one person on a permanent or limited-term basis.
- 7.1.1.3 Transfer - The change of position of an employee, non-promotional in nature, to another position in the same class or to a position in a similar or related class with the same salary range, or the change of work sites from one location to another within the same class.

7.1.2 An employee may be transferred at their request or for the good of the District at the discretion of the Superintendent or designee. When the District determines that seniority is applicable, seniority will be the basis for a transfer. Nothing in this Section shall prevent employees mutually agreeing to exchange positions with the approval of their immediate supervisor(s).

7.1.3 When the District determines that a vacancy exists, the District shall offer the opportunity to apply for the vacancy to bargaining unit employees. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any qualified employee may apply for transfer to that position by filing a written request to the Human Resources Department.

7.1.4 Transfers shall not change the employee's salary rate, anniversary date, accumulated illness leave, or accumulated vacation credit, or in any other manner reflect adversely upon their rights as provided in law and this Section.

7.1.5 If an employee meets the minimum requirements for another class, a transfer between classes may be effected, provided that such transfer will place the individual being transferred in the same or at a lower salary range.

7.1.6 Medical Transfer

If an employee is medically unable to perform their regular job-class duties satisfactorily, the District will attempt to make a reasonable accommodation for the employee. An employee who is medically unable to perform their regular class duties may voluntarily agree to a demotion in order to continue working.

7.1.7 Examination

No permanent member of the bargaining unit shall be required to take an examination in order to transfer from one work site to another within the same job classification. Testing of permanent employees shall be for promotion or change of classification only, and only for specific skill(s). The District will not re-test for a position for which the employee has been tested within the preceding eighteen (18) months.

7.1.8 Involuntary Transfer

7.1.8.1 The District shall consult with CSEA when the District is considering involuntarily transferring an employee. The District and CSEA will work together to explore solutions to the problem(s); however, the District retains the right to make the final decision.

7.1.8.2 A unit member may request a conference or a written statement regarding reasons for the involuntary transfer. This request shall be made to the Human Resources Department.

7.1.9 Request for Transfer

The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. The request for transfer may be withdrawn by the unit member in writing at any time prior to the official notification of transfer approval.

ARTICLE EIGHT: HIRING

8.1 Hiring

All unit employees regardless of their assigned hours are considered part of the bargaining unit and shall be afforded all rights under this Agreement. Exceptions are as follows:

8.1.1 Short-Term Employees

8.1.1.1 Persons hired for a specific temporary project of limited duration, which when completed shall no longer be required, shall not be reassigned or transferred to bargaining unit positions.

8.1.1.2 If a short-term position is utilized for more than 195 days, including sick and vacation days, the position shall become a vacant bargaining unit position.

8.1.2 Student Employees

The District shall not employ any students under any secondary or college work study program or in any state or federally funded work experience program in any position that would result in the displacement of a bargaining unit member.

8.1.3 Effective September 1, 1994, eligible applicants for bargaining unit positions must have a high school diploma or equivalent certificate. Employees hired before September 1, 1994 are exempt but are encouraged to continue their education and professional growth.

8.2 Promotions

8.2.1 Definitions

8.2.1.1 Promotion – A move to a higher classification (i.e. a higher salary range).

8.2.1.2 Vacancies - Bargaining unit vacancies shall be determined by the Superintendent/designee.

8.2.1.3 First Consideration - All qualified internal CSEA bargaining unit member applicants shall be granted an interview in filling any job vacancy within the bargaining unit after the announcement of the position vacancy. Employees must meet the posted qualifications in order to be eligible for consideration.

8.2.2 Notice of Vacancies:

- 8.2.2.1 Posting: A notice of job vacancy shall be posted on bulletin boards at each District job site for not less than five (5) working days, during which time employees may apply for the vacancy.
- 8.2.2.2 School recess periods, which occur during the school year, shall not be counted as days a vacancy is posted.
- 8.2.2.3 The District shall make every effort to mail a copy of vacancy notices, upon written request, during the summer recess period. The District will make every effort to mail copies of vacancy notices to employees on a reemployment list, upon written request. Such notices will be sent to the employee's last known address.
- 8.2.2.4 CSEA shall also receive a copy of all bargaining unit job postings.
- 8.2.2.5 Filing: Any employee in the bargaining unit who meets the minimum qualifications may file for the vacancy by submitting written notice to the Human Resources Department within the filing period.
- 8.2.2.6 Distribution of Job Information: Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description and a specification of the monthly and hourly rates applicable to their position.
- 8.2.2.7 Interview Committee: One (1) CSEA representative shall be on all classified interview committees. This representative shall be appointed by CSEA.

8.2.3 Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure not less than a seven and one-half percent (7-1/2%) increase as a result of the promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class, notwithstanding that such placement may result in an increase in compensation of less than seven and one-half percent (7-1/2%).

8.2.4 Promotional Probation

Permanent employees shall serve a six (6) month probationary period prior to acquiring permanent status in their new position. If a bargaining unit member does not successfully complete the probationary period, they shall revert to their former classification with the same work year/FTE (full time equivalent) and no evaluation shall be placed in the employee's personnel file.

8.3 Minimum Hours for Critical Language Bilingual-Instructional Assistants

8.3.1 A critical language is defined as the primary language spoken by at least 50 limited English proficient students district wide or 20 limited English proficient students in a school. A maximum of eight (8) persons may be employed to work fewer than four (4) hours a day in critical language areas to enable the District to comply with program mandates within the parameters of categorical funding.

8.3.1.1 Less than full-time permanent employees may be temporarily given extra hours in a critical language assignment.

8.3.1.2 If the temporary assignment ends, the extra hours and benefits end. This provision shall remain in effect through the term of the contract.

ARTICLE NINE: LEAVES

9.1 Sick Leave

- 9.1.1 Every covered employee employed full time for eight (8) hours per day, five (5) days per week, shall be entitled to one day of paid sick leave for each month in a paid status. Sick leave shall be prorated for part-time employees on a proportionate basis based upon the number of hours the part-time employee works in comparison with a full-time employee. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this Section, until the first day of the calendar month after completion of six (6) months' active service with the District.
- 9.1.2 A member of the unit will use any credited sick leave at any time during the school year for reason of illness, pregnancy-related disabilities, the illness of a child, spouse or parent, or personal necessity as limited by Section 9.6 of this Article. A member of the unit may use up to six (6) days of credited sick leave any time during the year to attend to the illness of a child, spouse, registered domestic partner or parent. If sick leave is used for the illness of a child, spouse or parent, and qualifies under FMLA, then the six (6) day limit shall not apply and the sick leave shall run concurrently with family leave. (Section 9.11 of this Article), Sick Leave taken for the illness of a child, spouse, registered domestic partner, or parent, which is not a serious health condition as defined by the Family Medical Leave Act and the California Family Rights Act shall not be deducted from family leave.
- 9.1.3 Unused sick leave shall accrue from year to year without limit.
- 9.1.4 A new classified employee reporting for work after the eleventh working day of the month shall not earn sick leave until the following month. A classified employee absent without pay for more than ten (10) working days in any month shall not earn sick leave credit for that month.

9.2 Extended Sick Leave

After all accrued paid sick leave and/or industrial accident or illness leave is exhausted, the classified employee, upon presentation of medical verification of inability to work, shall be placed on extended sick leave for up to the balance of one hundred (100) working days and shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. Vacation leave or other paid leaves shall not be deducted from the one hundred (100) days; however, vacation leave must be used following the exhaustion of regular paid sick leave and/or industrial accident or

illness leave. The balance of the one hundred (100) days will begin thereafter. The one hundred (100) days per fiscal year begins the first day of illness and includes days of sick leave taken pursuant to Section 9.1 of this Article and days of industrial accident or illness leave. If the absence exceeds the maximum of one hundred (100) working days of leave at fifty-percent (50%) pay from the date of injury, the unit member will be placed on the thirty-nine (39) month reemployment rights list unless another disposition is reached through the interactive process.

9.3 Pregnancy Disability Leave

9.3.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

9.3.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, they cannot work at all or is unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to themselves, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

9.3.3 Reasonable Accommodation for Pregnancy-Related Disabilities

9.3.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if they are pregnant or has a related medical condition, and because of pregnancy, the employee's health care provider has certified that it is medically advisable for them to temporarily transfer or to receive some other accommodation.

9.3.3.2 The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: they request a transfer or other accommodation; the request is based upon the certification of their health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

9.3.3.3 As part of this accommodation process, no additional position will be created and the District will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to

perform the new job.

9.3.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

- 9.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- 9.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- 9.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation. The District may require an employee to provide a new certification if they request an extension of time for the leave, transfer or other requested accommodation.

9.3.5 Duration

- 9.3.5.1 The District will provide an employee with a Pregnancy Disability Leave of Absence for the duration of their pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by their health care provider. The four months of leave available to an employee due to their pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.
- 9.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

9.3.6 Reinstatement

- 9.3.6.1 If the employee and the District have agreed upon a definite date of return from their leave of absence or transfer, they will be reinstated on that date if they notify the District that they are able to return on that date. If the length of the leave of

absence or transfer has not been established, or if it differs from the original agreement, they will be returned to work within two (2) business days, where feasible, after they notify the District of their readiness to return.

9.3.6.2 Before an employee will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can perform safely all of the essential duties of their position, with or without reasonable accommodation. If they do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

9.3.6.3 An employee will be returned to the same or a comparable position upon the conclusion of their leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the District will provide them a comparable position on their scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if they had not taken the leave. For example, if an employee would have been laid off had they not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

9.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or District policy or the District has otherwise approved the employee to take additional time off.

9.3.7 Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. The District may require an employee to use accrued sick leave and the employee may elect to use accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during their leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave. Use of Pregnancy Disability Leave shall be satisfied by and run concurrently with

leaves taken pursuant to Articles 9.1, 9.2, and 9.11 (with respect to federal FMLA).

9.3.7.1 Benefits

The District will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, their Pregnancy Disability Leave will also be concurrently covered by FMLA and their group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, they wish to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue their health insurance benefits for the 12-workweek period.

9.3.7.2 In some instances, the District may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following their pregnancy disability leave for reasons other than taking additional leave afforded by law or District policy or not returning due to circumstances beyond their control.

9.4 Child Care Leave

- 9.4.1 Any classified employee may be granted, upon written request, an unpaid leave of absence for child care purposes. A classified employee may apply for such leave any time within one year after they become a parent through childbirth, adoption or legal guardianship, or after receiving de facto custody of a child during adoption proceedings. Such leave may be granted for up to one year. Child care leave runs concurrently with leave under Article 9.11 and 9.12 for up to twelve weeks.
- 9.4.2 Child care leave is an unpaid leave of absence.
- 9.4.3 While on child care leave, unless covered by Article 9.11, a classified employee shall have the option to remain an active participant in the

District fringe benefit program by contributing thereto the amount that would have been contributed by the school district in the employee's behalf during active employment. If the employee has leave available under Article 9.11, the Board shall continue to pay its usual contribution toward the employee's health benefits for up to twelve (12) weeks of concurrent child care and family care leave.

9.5 Industrial Accident and Illness Leave

- 9.5.1 An industrial accident or an illness, as used in this paragraph, is defined as an illness or injury, which qualifies under Workers' Compensation insurance as being work connected.
- 9.5.2 Industrial accident or illness leave of absence up to sixty (60) days shall be granted to employees.
- 9.5.3 Payment of wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation laws of the state, exceed the normal wages for the day.
- 9.5.4 After all accrued paid sick leave and/or industrial accident or illness leave is exhausted, the classified employee, upon presentation of medical verification of inability to work, may be placed on extended sick leave for up to the balance of the one hundred (100) working days in a fiscal year.
- 9.5.5 Allowable leave shall not be accumulated from year to year.
- 9.5.6 Industrial accident or illness leave will commence on the first day of absence for eligible employees.
- 9.5.7 Industrial accident leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.
- 9.5.8 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of fiscal year in which the injury or illness occurred.
- 9.5.9 An employee may be deemed to be recovered from an industrial accident or illness and, thereby, able to return to work at such time as the employee and the employee's physician agree that there has been such a recovery. However, the District reserves the right to require a corroborative medical opinion at the District's expense and to deny the return if such opinion is not in agreement with the employee's physician.

- 9.5.10 Bargaining unit members will report an industrial injury immediately upon knowledge of the injury. The District will provide the unit member with Industrial Injury Claim forms within twenty-four (24) hours of receiving notice of an injury.
- 9.5.11 Unit members must complete and return the claim forms to the District Office within seventy-two (72) hours of receiving them. Forms may be completed by legal responsible person if the unit member is personally unable to complete them.

9.6 Personal Necessity Leave

9.6.1 Personal necessity leave shall be limited to circumstances significant in nature which the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters, which cannot be accomplished at any other time.

9.6.2 In a single school or fiscal year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined in this Article.

9.6.3 No Advanced Permission Required (Category I) P-1

Under personal necessity leave, the employee shall not be required to secure advance permission for leave taken, but shall notify the principal/division head of the circumstances as soon as possible for any of the following situations:

- 9.6.3.1 Death or serious illness of a member of their immediate family. (Serious illness is defined as illness where death is imminent, may result in permanent disability, or requires hospital surgery.) The members of the immediate family are those persons identified in Article 21
- 9.6.3.2 Accident involving their person or property or the person or property of a member their immediate family. Category III is the appropriate category for attendance to details or circumstances resulting from an emergency Category I leave.
- 9.6.3.3 Imminent danger to the home of an employee occasioned by an event such as flood or fire, serious in nature, which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during the employee's assigned hours of service.

9.6.3.4 Appearance in any court or before any administrative tribunal as a litigant party or witness under subpoena or any order made with jurisdiction.

9.6.3.5 The member of the unit should provide the principal/division head with notification of the circumstances as soon as possible so that a substitute may be obtained.

9.6.4 Prior Approval Required (Category II) P-2

Other personal necessity leaves which are allowable under this Article and which require prior approval include the following:

9.6.4.1 Bereavement beyond the number of days specified in the bereavement leave article, or

9.6.4.2 Examination for advanced degree, or

9.6.4.3 Attendance at graduation ceremonies involving a member of the immediate family, or

9.6.4.4 Marriage of a member of the immediate family.

9.6.4.5 Appearance as a witness at an arbitration at the request of the grievant(s).

9.6.4.6 A seventh day may be used for:

9.6.4.6.1 Death of a member of immediate family when additional leave is required beyond that provided in Education Code section 45194 and that provided in addition thereto as a right by the governing board.

9.6.4.6.2 Accident involving personal property or the person or property of a member of the immediate family.

9.6.4.6.3 Such other reasons as indicated in Category I.

9.6.5 The employee shall submit the request for leave in writing to the principal or supervisor at least two (2) working days prior to the requested commencement of the leave, stating the reason(s) for their request.

9.6.6 Prior Notification Required (Category III) P-3

- 9.6.6.1 Each employee shall be allowed, upon prior notification to the principal or supervisor, six (6) days in any school year or fiscal year for reasons of personal necessity not covered in Categories I and II above. However, the maximum percentage of covered employees to be granted this type of personal necessity leave for any one day at a given school or at the District Office shall not exceed ten percent (10%) of such employees or one person, whichever is greater, at a given campus or district divisional area. The granting of requests by the supervisor for such leave will be on a "first-come, first-served" basis, up to, but not exceeding, the authorized limit per day, per school or district divisional area. The ten percent (10%) limitation set forth shall be waived during those periods when school sites are closed for holiday, winter or spring recesses. Classified employees may not take Category III leave during the first and last five (5) duty days of the work year. Classified employees may not take Category III personal necessity leave for the purpose of vacation; however, classified employees may request to take vacation during the school year.
- 9.6.6.2 The employee shall submit the request for leave in writing to the principal/division head at least two (2) working days prior to the requested commencement of the leave.

9.7 Floating Day

- 9.7.1 Each employee who has completed six months of service shall be entitled to one floating day off each year. P-3 rule shall apply (see Section 9.6.6 of this Article). This day shall be:
- a. Scheduled in advance;
 - b. Equivalent to the employee's regular workday;
 - c. Used within the employee's work year (cannot be carried over);
 - d. Taken when the employee is normally scheduled to work.
- 9.7.2 The employee may divide the floating day into two increments (not necessarily equal) on two different days.
- 9.7.3 No substitute will be provided for an employee taking a floating day. This day may not be used for vacation; however, this day may be taken on an employee's birthday, anniversary, or may be used for professional opportunities. An employee is not entitled to additional compensation in lieu of the floating day if the day is not used.

9.8 Unauthorized Leave

The employee's rate of pay shall be reduced in proportion to the amount of time missed for unapproved personal absences. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the Superintendent/designee, including all duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education, and policies and regulations of the Fremont Union High School District. Such unauthorized leave may include, but is not limited to, individual or collective refusals to provide service, unauthorized use of other leave benefits, non-attendance at required meetings during the regular workday, leaving campus during work hours without permission, and failure to perform other job-related functions as may be required. Beginning on the first day of unauthorized leave, no warrant shall be drawn in favor of any employee who has not faithfully performed all duties prescribed.

9.9 Verification of Absence

- 9.9.1 Each member of the unit shall personally verify on the monthly absence report the cause for all absences.
- 9.9.2 The Superintendent or designee may require the employee to verify the claimed reason for absence by submitting a written physician's statement or other written verification. Written verification may be requested for any absence of one or more days. Such verification shall be submitted within five (5) working days following receipt of the request. Cards from Kaiser will be accepted within one (1) calendar week.

- 9.9.3 The District may require an employee to submit to a physical examination by a physician selected by the District at District expense even if the employee has submitted a statement from the employee's own physician.

9.10 Bereavement Leave

In the event of the death of any member of the employees' immediate family, the employee shall be entitled to a paid leave of absence, not to exceed five (5) days of paid leave. (Immediate family is defined in Article Twenty-One.)

Bereavement leave does not need to be taken on consecutive days. Due to extenuating circumstances arising from bereavement, the employee may elect to use other provisions in this Agreement to extend this leave (i.e., vacation or personal necessity leave). Employees may also request unpaid leave of absence.

9.11 Unpaid Family Care and Medical Leave

9.11.1 Employees who have completed one (1) year of service, and who are employed at least 1,250 hours per year have the right to request unpaid leave of absence for up to 12 work weeks or (60 workdays), and within a rolling 12-month period for the purpose of caring for a new baby, a newly adopted child, or a newly placed foster child or for a child, spouse, domestic partner, or parent with a serious medical condition. This leave runs concurrently with the first twelve weeks of child care leave (section 9.4). This leave may also be taken for the purposes of the employee's own illness; however, it runs concurrently with sick leave, extended sick leave, industrial illness leave (sections 9.1, 9.2, and 9.5), and when used for child bonding purposes runs concurrently with parental leave (section 9.12). Family care and medical leave shall not run concurrently with pregnancy disability leave or sick leave used for pregnancy disability. In the case of Military Exigency Leave or Service Member Family Leave, a unit member may take up to 26 work weeks total in a rolling 12-month period. For example, if an employee takes off 12 work weeks to bond with a newly adopted child and later during the same 12-month period wishes to take off from work to care for a family member under the Service Member Family Leave provisions, the employee may take up to 14 additional workweeks off, not to exceed a combined total of 26 weeks.

9.11.2 There is no carryover of unused leave from one 12-month period to the next 12-month period.

9.11.3 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of the employee's domestic partner, or a child of a person standing in loco parentis who is

either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

- 9.11.4 "Military Exigency Leave" means a qualifying exigency for military operations arising out of a spouse's, domestic partner's, child's, or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law.
- 9.11.5 "Service Member Family Leave" means leave to care for a spouse, domestic partner, child, parent or next of kin (nearest blood relative of an individual) who is an Armed Forces Member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform their military duties.
- 9.11.6 If both parents of a child who are entitled to family leave under section 9.11.1 of this Article are employees of the District, the Board shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than the amount specified in section 9.11.1 of this Article.
- 9.11.7 The employee shall provide reasonable advance notice to their immediate supervisor of the need for family care leave, Military Exigency Leave or Service Member Family Leave, the date the leave will begin, and the stated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.
- 9.11.8 The supervisor may require the employee to verify the health condition of the child, spouse, domestic partner or parent. The supervisor will accept medical verification by the treating health professional. When leave is taken for the purpose of the employee's own illness, the Administration may send the employee to a physician selected by the District at the District's expense.
- 9.11.9 Family care leave, Military Exigency Leave or Service Member Family Leave is an unpaid leave of absence.
- 9.11.10 The District shall continue to pay its usual contributions toward the employee's health benefits for up to twelve work weeks during a 12-month period for an employee on family care leave or for up to twenty-six (26) work weeks for an employee on Military Exigency Leave or Service Member Family Leave. If the twelve weeks or twenty-six (26) weeks of leave ends at or after the midpoint of the particular month, and the employee remains on unpaid leave, the District paid contributions toward health benefits will continue to the end of the month. If the leave ends before the midpoint of the particular month, the employee is responsible

for paying a pro rata share of the District contributions to benefits for that month.

- 9.11.11 The employee may elect or the administration may require the employee to use accrued vacation during family care, Military Exigency or Service Member Family leave. When accrued vacation is exhausted, the balance of the leave is unpaid.
- 9.11.12 Leave provisions set forth in sections 9.1.9.2 or 9.5 of the contract shall be designated as satisfying family care and medical leave taken for the purpose of the employee's own illness or disability. Family care leave may not be used to extend personal illness leave or industrial accident or illness leave.
- 9.11.13 The employee shall have an independent entitlement to take up to twelve weeks of family care leave within twelve months for purposes other than the employee's own illness (care of new baby or ill child, spouse, domestic partner or parent), even if the employee has used paid leave for the employee's own illness.

9.12 Parental Leave

9.12.1 Operative Date and Interpretation of Parental Leave Section

This Section shall become effective as of January 1, 2017. This Section is based on Education Code section 45196.1 and shall be interpreted and implemented in compliance with Section 45196.1 as amended by the California Legislature or interpreted by a court with jurisdiction over the District and CSEA.

9.12.2 Definition of Parental Leave

For the purposes of this Section, "parental leave" has the same definition as set forth in Education Code section 45196.1, which defines "parental leave" as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."

9.12.3 Eligibility for Parental Leave

- 9.12.3.1 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member's duties for maternity or paternity leave pursuant to Government Code section 12945.2 and/or Education Code section 45196.1 for a period of up to 12 work weeks, the unit member shall be compensated at 50% of their regular salary for the remaining portion of the 12-workweek period of parental leave.

9.12.3.2 In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in (a) of Government Code section 12945.2(a) and Article 9.11.1.

9.12.4 Calculation of Parental Leave

For the purposes of this Section:

- 9.12.4.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Government Code section 12945.2 and Article 9.11 if the unit member qualifies for such leave.
- 9.12.4.2 For unit members who have not worked 1,250 hours during the previous 12-month period, but otherwise meet the requirements of Government Code section 12945.2(a) and Article 9.11.1, the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 9.12.4.3 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year.
- 9.12.4.4 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- 9.12.4.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 and Article 9.11.
- 9.12.4.6 One 12-Week Leave Period Both Parents Employed by The District. When both spouses (registered domestic partners) of the child are employed by the District, and are eligible for leave under this Section, consistent with Article 9.11.6, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks leave between the two of them.

9.13 Jury Duty Leave

- 9.13.1 Classified employees are entitled to be absent from their jobs when called to jury duty. Employees whose regular work shift is swing shift will be granted paid leave on the day(s) the employee serves on a jury or on the day(s) the employee is summoned to the courthouse to await seating on or to be excused from jury duty. Employees who report to jury duty and who are excused shall return to work unless there are only two hours or less remaining in the workday. When placed on an "on call" status, which allows an individual to remain at work, the employee shall report to work and will be permitted to leave, if called. When requested to be on an "on call" status, the employee should inform the Executive Assistant to the Principal that they are on standby alert for jury duty and request that, if called, arrangements be made in advance for their immediate release. The number that should be reported to the Jury Commissioner's Office should be that of the principal or supervisor.
- 9.13.2 The principal/supervisor is to be notified immediately when the employee is summoned. There will be no loss of pay; however, any amount paid for services on a jury, except travel expenses, becomes due and payable to the District.

9.14 Military Leave

- 9.14.1 Employees who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code. This section shall not apply to employees who volunteer for military service during their duty days.
- 9.14.2 Employees on military leave shall retain those rights and privileges as required by law.

9.15 Other Leaves

- 9.15.1 Leaves of absence without pay for health reasons, family hardship, travel, or study may be granted to permanent employees. Applications must be submitted through endorsing channels for approval by the Superintendent or designee and subsequent ratification of the Board of Trustees.
- 9.15.2 Leave requests should be submitted at least thirty (30) days prior to the requested effective date of the leave, unless the leave is made necessary because of an emergency. Such leave of absence shall not be granted for more than six (6) months; however, this leave may be extended for an additional six (6) months at the recommendation of the Superintendent/designee. An employee on leave of absence without pay

for more than ten (10) working days in any month or for an entire month or more shall not earn sick leave, vacation, or any other leave for those months, and their anniversary date shall be advanced accordingly.

- 9.15.3 Upon expiration of an approved leave of absence, the employee shall be assigned to the first available position within the same classification as the position held at the time the employee was granted such leave of absence, provided they have notified the District at least thirty (30) days prior to the leave termination that it is their intention to return to work. This leave may be extended for mitigating or extenuating circumstances, and, therefore, the thirty (30) day notice may be canceled. An employee on leave of absence for two (2) months or less shall be assigned to the position held before the leave was granted. Failure to report for duty on the date designated in the notification of intent to return to work shall be considered cause for dismissal. An employee on leave of absence may elect to continue their health insurance for the periods allowable under the provisions of the plans. An employee must contact the Payroll Department to make arrangements for payment of the premiums in advance.
- 9.15.4 At the expiration of the leave of absence and upon the employee's return to work, all benefits and length-of service credits accrued up to the time leave was granted shall be reinstated.

9.16 Catastrophic Illness or Injury Leave

- 9.16.1 A Catastrophic Illness or Injury Leave program shall be established to permit bargaining unit members to donate their own accrued sick leave on a voluntary basis to other bargaining unit members for the purposes of catastrophic illness or injury. Bargaining unit members shall be able to use donated sick leave credits as paid sick leave, pursuant to the requirements of this section.

9.16.2 Definitions

- 9.16.2.1 "Catastrophic illness or injury" shall mean an illness or injury that is expected to incapacitate a bargaining unit member for an extended period of time, or that incapacitates a member of the immediate family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.
- 9.16.2.2 "Member of the immediate family" shall be defined as provided in Article 21.1.8 of this Agreement.

9.16.2.3 "Sick leave credits" or "leave credits" shall be defined as sick leave accrued to the donating employee. Accrued sick leave may be donated in one (1) hour increments, which shall be equal to one (1) leave credit.

9.16.3 Eligibility

9.16.3.1 The bargaining unit member must have exhausted all accrued sick leave, extended sick leave (100 days as per Article 9.2), vacation and compensatory time balances.

9.16.3.2 The bargaining unit member must be off work (not actually rendering service to the District) due to a catastrophic illness or injury, or for the purposes of caring for a member of the immediate family.

9.16.3.3 Prior to implementing the procedure for donation of leave credits set forth below, the employee shall be required to submit appropriate verification of the need and eligibility for such leave as required by the District.

9.16.4 Catastrophic Leave Committee

9.16.4.1 A Catastrophic Leave committee shall be established that includes three (3) voting bargaining unit members appointed by the CSEA Chapter President. Appointees shall serve a two-year term. The Committee shall be responsible for administering the Catastrophic Leave in accordance with this Agreement and applicable state law. The committee's duties are:

- 1) Receiving leave requests.
- 2) Verifying eligibility according to Article 9.15.3
- 3) Approving or denying requests
- 4) Communicating the Committee's decisions to affected unit members
- 5) Soliciting donations of sick leave from eligible unit members as needed or determining that such solicitation is not needed for a particular year
- 6) The Committee shall designate one of its members as Chairperson.

The Committee will establish appropriate record-keeping procedures, including the total number of hours donated and the names of participating members. The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the

request for leave and appeals of denials. Catastrophic Leave requests shall only be approved by a majority vote of the Committee.

9.16.5 Procedure

- 9.16.5.1 The bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to CSEA that sick leave donations be solicited on their behalf. The request must be accompanied by a verification of the catastrophic injury or illness as required by the District.
- 9.16.5.2 Donations will be solicited by CSEA and the District on behalf of an individual who meets the requirements for this benefit.
- 9.16.5.3 The maximum amount of donated leave credits used by the recipient bargaining unit member shall not exceed twelve (12) consecutive months.
- 9.16.5.4 All donated leave credits shall be irrevocable. However, if the leave is not used within twelve (12) months of donation, it will revert to the donor.
- 9.16.5.5 Donated leave credits shall be used in the order donations are received.
One (1) hour of leave will be used from each donor before a second hour is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.
- 9.16.5.6 Donated leave credits shall be utilized on a one to one ratio (1:1). The recipient shall be paid at their regular rate of pay.

ARTICLE TEN: DISCIPLINARY PROCEDURES

10.1 Application

This Article applies to permanent unit members only. Discipline shall be imposed upon bargaining unit members only pursuant to this Article. Unless the bargaining unit member has engaged in conduct of such a serious nature that immediate action is warranted, the parties agree to use an interest-based problem-solving approach in situations which may lead to discipline of an employee.

10.2 Discipline

Discipline is defined as follows:

- 10.2.1 Verbal Warnings
- 10.2.2 Written Warnings or Reprimands
- 10.2.3 Loss of Pay: Reduction of pay commensurate with lost work time due to unauthorized absence or excessive tardiness.
- 10.2.4 Suspension: Suspension is temporary removal from the employment of the District (with or without pay) for a specified period of time, not to exceed thirty (30) days.
- 10.2.5 Involuntary Demotion: Involuntary demotion is placement in a lower classification.
- 10.2.6 Dismissal: Dismissal is removal from the employment of the District.

10.3 Progressive Steps

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps be utilized, unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Progressive steps may be as follows:

- 10.3.1 Warnings: Except in those situations where an immediate suspension is justified under the provisions of the Agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warnings shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action and a copy of the warning shall be sent to the job representative. The supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action.

- 10.3.2 Suspension
- 10.3.3 Dismissal
- 10.3.4 Involuntary demotion

10.4 Causes

Permanent employees shall be subject to disciplinary action for the following causes:

- 10.4.1 Insubordination, inefficiency, incompetency, dereliction of duty or repeated failure or refusal to perform assigned duties in a satisfactory manner.
- 10.4.2 Willful misuse of/or negligent damage to school district property or equipment; use of school district property for private purposes.
- 10.4.3 Possession of/or drinking of alcoholic beverages, possession of, use of/or being under the influence of controlled substances on District property, or reporting for work while under the influence of alcohol or controlled substances.
- 10.4.4 Refusal to submit to alcohol and controlled substance testing required by federal law and regulations and approved by Employer/Employee Relations.
- 10.4.5 Failure to comply with a substance abuse treatment plan as required pursuant to Article 16, section 16.12 or a repeat substance abuse offense or, for employees governed by federally mandated drug and alcohol testing, testing positive for alcohol or controlled substances.
- 10.4.6 Conviction of a controlled substance offense.
- 10.4.7 Unauthorized absence or excessive absence or excessive tardiness.
- 10.4.8 Falsifying information supplied to the District including, but not limited to, information supplied on application forms, employment records or any other District record.
- 10.4.9 Discourteous, offensive or abusive conduct or language toward other unit members, supervisors, students or the public.
- 10.4.10 Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements.

- 10.4.11 Knowingly violating California or federal law pertaining to schools or school districts.
- 10.4.12 Conviction of felony or misdemeanor which is detrimental to the public service.
- 10.4.13 A plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) to a charge of a felony or any offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section.
- 10.4.14 Arrest for a sex offense as described in Education Code Section 45123.
- 10.4.15 Knowingly making, duplicating or causing to be duplicated any key to any District facility without District authorization.
- 10.4.16 Disorderly or immoral conduct.
- 10.4.17 Incapacity due to mental or physical disability which prevents the employee from performing the essential functions of the job, with or without reasonable accommodation.
- 10.4.18 Violation of any policy, rule or regulation of the school district or any order of a supervisor. (See Article 16 for exceptions.)
- 10.4.19 Failure to maintain satisfactory and harmonious working relationships with the public and/or other employees.
- 10.4.20 Unauthorized release of confidential information, as defined by law, from official District records.
- 10.4.21 Sexual harassment of employee(s), student(s), or campus visitor(s).
- 10.4.22 Failure to wear District issued safety equipment and protective clothing.
- 10.4.23 Signing in or out for other employees.
- 10.4.24 Other causes specified in the Education Code
- 10.4.25 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two years preceding the date that the District files the notice of disciplinary action.

10.5 Discipline Steps Beyond Warnings and Reprimands

If the discipline proposed is suspension, demotion or dismissal, the following steps shall be followed:

- 10.5.1 Written notice of charges.
- 10.5.2 Skelly Hearing
- 10.5.3 Post-Skelly Decision and right to appeal to Board
- 10.5.4 Hearing before Board of Trustees

10.6 Written Notice and Skelly Hearing

When the District seeks the imposition of a suspension, demotion or dismissal, notice of such discipline shall be made in writing and served in person or certified mail to the employee at the last known address. A copy of the notice shall be delivered to CSEA. The notice shall include:

- 10.6.1 A statement of the specific charges against the employee written in ordinary and concise language. The statement shall include the cause and the specific acts and/or omissions, including times, dates, and location, on which the disciplinary action is based. If the District claims that the unit member has violated a rule or regulation of the District, that rule or regulation will be set forth in the notice.
- 10.6.2 The penalty being proposed.
- 10.6.3 A copy of the charges and the materials upon which the charges are based.
- 10.6.4 The right to respond to the charges, either orally or in writing, at the unit member's discretion, to the Superintendent/designee at the time of notification of the charges, with a right to have representation at such a meeting. This meeting is the Skelly Hearing. If the unit member does not elect to attend a Skelly Hearing, the unit member will have waived the right to such a hearing, and the District may notify the unit member that the District is proceeding with the proposed discipline. The unit member will still have the right to appeal to the Board of Trustees.
- 10.6.5 Notice of appeal rights as set forth in this Article.

10.7 Emergency Suspension

- 10.7.1 CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety or health of the employee, students, or other employees, the District may immediately suspend. Such suspension shall be with pay until the employee has been given the written notice described in Section 10.6 of

this Article and the opportunity to respond to the charges. Thereafter, the employee may be suspended with or without pay.

- 10.7.2 The District shall serve notice and the statement of facts upon the employee pursuant to Section 5. The employee shall be entitled to respond to the factual contentions stated to the Superintendent.

10.8 Suspension

- 10.8.1 If a suspension is to be longer than ten (10) working days, the unit member shall be accorded the rights of Section 10.6 of this Article prior to the commencement of the suspension.
- 10.8.2 If the suspension is for ten (10) working days or less, the unit member may be notified in writing of the suspension by the Superintendent/designee, and shall be accorded the rights of Section 10.6 of this Article, within five (5) working days after commencement of the suspension.
- 10.8.3 If a unit member elects to appeal a suspension, they must submit a request to the Superintendent or designee seven (7) calendar days after receipt of the notice of suspension. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Superintendent or designee shall rule on the request within fourteen (14) calendar days. They may sustain, revoke or modify the suspension.
- 10.8.4 If the unit member wishes to appeal their suspension further, they may appeal to the Board within seven (7) calendar days after service of the Superintendent or designee's decision. Failure to file a timely appeal to the Board of Trustees constitutes a waiver of appeal rights. A Board of Trustees' hearing such as that described for termination shall be held within thirty (30) calendar days of receipt of the request for hearing. In the event the unit member has been suspended pending a board hearing on their dismissal, the hearing shall be consolidated with the dismissal hearing.
- 10.8.5 If a unit member's suspension is revoked, they shall be compensated for the entire period. If the suspension is modified, they shall be compensated for any part of the suspension that is rescinded.

10.9 Appeal Hearing before Board of Trustees

- 10.9.1 If the Skelly Hearing Officer sustains proposed disciplinary action of suspension, demotion, or dismissal, the post-Skelly decision shall include the notice of the right to a hearing before the Board of Trustees and the time within which such a hearing must be requested, which shall not be less than seven (7) calendar days after service of the post-Skelly decision.

The unit member shall be given a card or a letter which only needs the unit member's signature to constitute a request for a hearing and a denial of the charges.

- 10.9.2 The post-Skelly decision shall be deemed served when it is delivered in person to the unit member to whom it is directed or when it is deposited in the United States mail by certified mail, postage prepaid, and addressed to the last address the unit member has given to the Human Resources Department.
- 10.9.3 A copy of the post-Skelly decision shall be delivered to CSEA by the end of the next workday after service on the employee.
- 10.9.4 Upon receipt of a request for a hearing, the Board of Trustees shall hold a hearing within thirty (30) days. If the unit member fails to request a hearing within the time specified in the charges and/or the post-Skelly decision, the unit member will be deemed to have waived the right to appeal to the Board. A unit member who requests a hearing before the Board shall have the right to appear on their own behalf or to appear with counsel or a CSEA representative. Hearings shall be held in closed session unless the unit member requests an open hearing. The Board of Trustees may sustain, reject, or modify the recommended disciplinary action. The decision of the Board of Trustees is final.

ARTICLE ELEVEN: GRIEVANCE PROCEDURE

11.1 Purpose

The purpose of the grievance procedure is to process a claim of grievance and to secure, by using an interest-based process, at the administrative level closest to the aggrieved party, solutions to problems, which may from time to time arise concerning the interpretation of the terms of this Agreement. The parties agree that confidentiality at any level should be maintained. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of complaints outside the structure of the grievance procedure.

11.2 Definitions

- 11.2.1 A grievance is an assertion by one or more employees, or CSEA that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 11.2.2 A grievant is an employee or the Association asserting a grievance is referred to as the grievant.
- 11.2.3 A party in interest - A party in interest is the person(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 11.2.4 Days - Days, as used herein, shall mean working days for employees covered by this Agreement; however, for the purpose of filing or disposition of grievances, days shall mean days the District Office is open.
- 11.2.5 Representatives - A representative is a fellow employee, supervisor, administrator, agent of the Exclusive Representative, or legal counsel who is voluntarily authorized in writing by the grievant to represent them as a party in interest.
- 11.2.6 Exclusive Representative - Exclusive Representative means California School Employees Association, Chapter 237.
- 11.2.7 Claim - The assertion of a grievance by one or more employees.
- 11.2.8 Arbitration - A procedure whereby parties unable to agree on a solution to a problem indicate their willingness to have a third impartial party intervene and put forth a recommended solution.

11.3 Informal Level

A grievance will first be discussed with the grievant's principal/designee or department head, with the objective of resolving the matter informally. The grievance shall be submitted orally within twenty (20) days after the grievant knew of the occurrence giving rise to the grievance. The grievant may have a representative(s) of their choice present with them at this informal meeting. If it is mutually agreeable, more than one meeting may be scheduled for the purpose of resolving the grievance at the informal stage.

11.4 Formal Level

11.4.1 Level I - School Principal/designee or Department Head

11.4.1.1 In the event the grievant is not satisfied with the disposition of the grievance at the informal level, they may submit the claim as a formal grievance in writing by completing Grievance Form 4136 and presenting it to the principal/designee or department head. The grievance shall specify the specific section(s) of the contract allegedly violated, the occurrence(s) giving rise to the grievance, and the proposed remedy. If the grievant has not filed a claim within ten (10) days after speaking with the principal/designee or division head informally, the grievance will be deemed to have been waived. If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally; (b) voluntarily request that a representative accompany them; (c) voluntarily request that a representative(s) act on their behalf and shall notify the principal/designee or division head accordingly.

11.4.1.2 Within eight (8) days after receipt of the written grievance by the principal/designee or department head, the principal/designee or department head shall meet with the grievant and/or representative(s) in an effort to resolve the matter and shall render a written decision to the grievant and the Exclusive Representative within eight (8) days after the Level I meeting regarding the formal grievance.

11.4.2 Level II - Superintendent or Designee

11.4.2.1 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no meeting takes place within eight (8) days after formal presentation of the Grievance Form 4136 to the principal/designee or department head, or if no decision has been rendered within eight (8) days after the formal Level I meeting regarding the grievance, the grievant may forward the written grievance to the Superintendent/designee. This

submission of grievance to Level II shall take place within five (5) days after the decision at Level I, or within thirteen (13) days after the grievance was presented if no meeting has taken place, or within thirteen (13) days after the Level I meeting if no decision has been rendered.

11.4.2.2 Within eight (8) days after receipt of the written grievance by the Superintendent/designee, the Superintendent/designee shall meet with the grievant and/or their voluntarily authorized representative in an effort to resolve the matter.

11.4.2.3 Within eight (8) days after meeting with the grievant and/or their voluntarily authorized representative, the Superintendent/designee shall transmit their response to the Exclusive Representative.

11.4.3 Level III - Arbitration

11.4.3.1 If CSEA is not satisfied with the disposition of the grievance at Level II or the time limits expire without the issuance of the Superintendent's written reply, CSEA may, within twenty (20) days, submit the grievance to arbitration. In such case, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Service (CSMCS) in accordance with CSMCS procedures.

11.4.3.2 No party in interest shall be permitted to assert any grounds or issues before the arbitrator which were not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator is empowered to include in any Award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and of the court reporter shall be divided equally between the District and CSEA. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties request transcripts, the total cost of the transcript shall be divided equally between the District and CSEA.

11.4.3.2.1 An arbitrator shall be selected by the following procedures:

11.4.3.2.2 A representative of CSEA and the District's representative shall select the arbitrator from the CSMCS list by eliminating names until one name remains.

- 11.4.3.2.3 All grievances reaching the arbitration level shall be numbered.
- 11.4.3.2.4 The odd-numbered grievances will give the District first elimination; even-numbered grievances will give CSEA first elimination.
- 11.4.3.2.5 The one remaining name shall be the arbitrator.
- 11.4.3.2.6 The process of striking names shall occur within ten (10) days of receipt of the list from CSMCS by both parties.
- 11.4.3.2.7 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days.
- 11.4.3.2.8 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.
- 11.4.3.2.9 The arbitrator shall conduct the proceedings in accordance with the standards common to the field of arbitration, including the exercise of the standards of equity. However, the arbitrator shall not have the authority to amend or modify the written terms and conditions of this agreement.

11.5 General Provisions

- 11.5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 11.5.2 In the event a grievance concerned with a ten-(10) month employee is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed, if possible, prior to the end of the school year or as soon thereafter as practicable.
- 11.5.3 Any employee may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Exclusive

Representative, as long as the adjustment is reached prior to arbitration pursuant to Government Code, Sections 3548.5, 3548.6, 3548.7, and 3548.8, and the adjustment is not inconsistent with the terms of a written agreement then in effect, provided that the District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 11.5.4 An employee may be represented at all stages of the grievance procedure by themselves and/or, at the individual's option, by a representative(s) of their choice, and the employee may change this designation of a representative(s) at any level during the grievance process.
- 11.5.5 Group Grievances: If two (2) or more employees make a claim, such claim may be submitted in writing to the Superintendent directly and the processing of such grievance shall commence at Level II.
- 11.5.6 Grievants not under the supervision of a principal should submit their claims to the appropriate department head for processing at Level I.
- 11.5.7 Forms for filing grievances will be prepared by the Superintendent/designee. Copies will be available in each principal's office and in the district Human Resources Department.
- 11.5.8 The Superintendent or designee and the Exclusive Representative agree to make available to all in interest all pertinent information not privileged under law.
- 11.5.9 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) days after the grievant knew of the act or condition and its aggrieving nature that form the basis of the grievance, and, if not so presented, the grievance will be considered as waived.
- 11.5.10 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 11.5.11 Neither the Board nor any employee shall take reprisals affecting employment status of any classified employee, any party in interest, or any other participant in the grievance procedure by reason of such participation.
- 11.5.12 Should the investigation or processing of any grievance require that an employee or agent of the Exclusive Representative be released from regular assignment, this person shall be released without loss of pay or benefits.

- 11.5.13 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the employee's personnel file. This file shall be available for inspection only by the employee, the CSEA representative, and management representative(s).
- 11.5.14 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.
- 11.5.15 A grievance may be withdrawn at any level without establishing precedent.
- 11.5.16 Grievance Witnesses: District employees whose appearance is requested by either party shall have the right to testify at an arbitration hearing. An employee whose presence is requested by the grievant(s) may take Category II personal necessity leave or vacation.
- 11.5.17 Grievance Processing During Regular Working Hours: The grievant and the CSEA Representative shall be entitled to process a grievance during normal working hours without loss of pay.

ARTICLE TWELVE: PROFESSIONAL GROWTH

12.1 Purpose

The purpose of the professional growth plan is to encourage employees to become lifelong learners; informed and active citizens who are positive role models; and who are knowledgeable, self-directed members of the workplace.

12.2 Definition

Professional growth means pursuing units to attain a career goal or pursuing course work, workshops or seminars to improve job skills or to advance technological literacy.

12.3 Eligibility

Permanent employees with a high school diploma or equivalency and whose most recent evaluation is satisfactory shall be eligible to participate in the professional growth program. Ineligible permanent employees are strongly encouraged to meet this eligibility requirement by obtaining a high school diploma or equivalency.

12.4 Professional Growth Options

There are three professional growth options: the professional growth stipend option, the partial tuition reimbursement option, and the partial release time option.

12.4.1 Professional Growth Stipend Options

- 12.4.1.1 Clock hours shall be used to measure professional growth. One professional growth unit is earned upon completion of fifteen (15) clock hours of pre-approved course work or training.
- 12.4.1.2 Completion of nine professional growth units shall entitle the employee to one professional growth stipend of \$175. Employees shall have the right to earn and receive up to three professional growth stipends.
- 12.4.1.3 An employee may carryover excess units of approved professional growth credit from the previous stipend period to the next stipend period.
- 12.4.1.4 Employees electing to apply course work toward a professional growth stipend are not eligible for partial tuition reimbursement or partial release time for that course work.

12.4.2 Partial Tuition Reimbursement Option

An eligible employee may request prior approval of an entire program of course work leading to a degree, a certificate, a credential or a license.

This option is limited to employees pursuing a specific career path. Once the career path has been approved, the employee must continue to supply verification of successful completion of course work by submission of transcripts. An employee on a career path, which has been approved for partial tuition reimbursement option, shall be reimbursed following successful completion of course work in the amount of \$40 per unit not to exceed \$420 per school year. Submission of a paid receipt and transcript of grades is required for the reimbursement. Employees electing the partial tuition reimbursement option are not eligible for professional growth stipends or partial release time for that course work.

12.4.3 Partial Release time Option

An eligible employee shall request prior approval from the immediate supervisor to take an ongoing qualified course during release time. The employee who is granted approval to take course work during working hours shall make up one-half of the work time. For example, if an employee is released for two hours a week to attend a twelve-week course, the employee shall make up one hour each week during that period. The makeup time is compensated by the release time and shall not be considered overtime or be subject to overtime pay. Employees electing the partial release time option are not eligible for professional growth stipends or partial tuition reimbursement for that course work. Employees are not required to makeup any time for district required training.

12.4.4 Qualifying Course Work

The following criteria apply to courses taken by employees at an accredited college, community college, trade school, adult education school, or any other accredited school:

- 12.4.4.1 The subject matter of the course relates directly to the position currently occupied by the employee; or
- 12.4.4.2 The subject matter of the course meets the requirements of a position for which the employee is training; or
- 12.4.4.3 The subject matter of the course supports District goals and objectives.

- 12.4.4.4 Credit shall not be given for classes, seminars, workshops and conferences attended on District time or when the District pays any portion of the expense.

12.5 Budget Limitations

- 12.5.1 There shall be a designated annual allocation of \$5,000 to fund professional growth options.
- 12.5.2 The designated allocation of \$5,000 is subject to review during the budget development period. If budget reductions are being considered, a committee consisting of two representatives appointed by the District and two representatives appointed by CSEA will meet to develop recommendations for the allocation, if any, for that year. The District shall meet its obligations to pay for professional growth options, which have already been approved and earned prior to the decision to reduce the budget.
- 12.5.3 A maximum of \$2500 may be used to award mentor grants to bargaining unit members each school year.

ARTICLE THIRTEEN: CLASSIFICATION AND RECLASSIFICATION

13.1 Placement in Class

Every bargaining unit position shall be placed in a class as mandated. (See Appendix B.)

13.2 New Positions or Classes of Positions

All newly-created classified positions or classes of positions, unless specifically exempted by law or designated by the District as management, supervisory, or confidential, shall be assigned to the bargaining unit if the job description describes duties performed by employees in the bargaining unit which, by the nature of the duties, should reasonably be assigned to the bargaining unit.

13.3 Reclassification

Reclassification means the upgrading of a position and/or a classification as a result of the increase of job duty responsibilities, technology or work being performed that alters the nature of the position. Reclassification is not an increase of workload.

13.3.1 A request for reclassification may be initiated by an employee, CSEA or the District. The request shall be submitted in writing to CSEA for consideration no later than February 1. If CSEA determines the reclassification request has merit, the request will be submitted to the District for negotiations. CSEA and the District shall meet no later than March 1.

13.3.2 Reclassification shall be subject to mutual written agreement between the District and CSEA.

13.3.3 New personnel cost items initiated by CSEA will be supported from funds available for salary increases on the salary schedule.

13.4 Salary Placement of Reclassified Positions

When a position or class of positions is reclassified, the salary placement shall be negotiated between CSEA and the District.

13.5 Incumbent Rights

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

13.6 Job Descriptions

- 13.6.1 The District shall establish and make available for all classified staff in the bargaining unit job descriptions that will be given to the employee upon hire. The content of job descriptions shall not be grievable.
- 13.6.2 These descriptions shall be the guidelines used by the District regarding the actual duties of bargaining unit employees.
- 13.6.3 The District agrees to review each bargaining unit job description at least once in a 5-year period. The District and CSEA will form a Job Description Review Committee consisting of two CSEA representatives and two District representatives to accomplish this task.

ARTICLE FOURTEEN: EVALUATIONS

14.1 Purpose

The purpose of the evaluation process is:

- 14.1.1 to enhance communication and dialogue between supervisors and employees.
- 14.1.2 to improve the delivery of services to students, the District, and the school community.
- 14.1.3 to provide constructive assistance to employees.
- 14.1.4 to support eligibility for promotions, transfers, salary increases, overtime and summer assignments. Although certain elements of the evaluation process occur periodically, the parties expect and strongly encourage supervisors and employees to engage in ongoing dialogue about the supervisor's expectations and the employee's performance.

14.2 Definitions

- 14.2.1 **Evaluation:** The evaluation report which is given to and discussed with the employee. This report shall identify the employee's performance strengths, any performance areas in need of improvement, and the degree of goal attainment.
- 14.2.2 **Evaluator of Record:** Ordinarily the evaluator of record shall be the employee's immediate supervisor/Principal or Designee.
- 14.2.3 **Classified Assistance Plan:** A Classified Assistance Plan is a written assistance program with specific time lines and strategies to assist an employee for whom remediation is recommended by the employee's evaluator of record or for the employee who voluntarily requests such assistance.
- 14.2.4 **Incident:** An incident sufficient to trigger an additional evaluation for a permanent employee who would otherwise be off-cycle is defined as conduct which could lead to discipline, up to and including dismissal.
- 14.2.5 **Performance Concern:** A performance concern sufficient to trigger an additional evaluation for a permanent employee who would otherwise be off-cycle is defined as performance which has deteriorated to the extent that it is no longer satisfactory.

14.3 General Provisions

- 14.3.1 The District and CSEA support the awareness of cultural diversity in the workplace through the training of its employees. It is the intent of the parties that such training will ameliorate any negative impact of cultural differences on evaluations.
- 14.3.2 Areas of concern should be discussed with employees as soon as practicable.
- 14.3.3 Hearsay shall not be used as the basis for an evaluation without supportive evidence. Although the evaluator of record may receive input from other sources, the evaluation should be based on the direct observation or personal knowledge of the evaluator or the employee's supervisor.
- 14.3.4 Nothing in this Article shall be construed to allow for the content of any evaluation being subject to the grievance procedure; however, the procedures are grievable.
- 14.3.5 Performance evaluations shall be placed in the employee's personnel file ten (10) workdays following the employee's receipt of the evaluation. The employee shall be given an opportunity to prepare a written response to the contents of the evaluation within thirty (30) calendar days, and any such response shall be attached to the evaluation in the employee's personnel file.

14.4 Evaluation Schedule

- 14.4.1 Every probationary employee shall be evaluated by their evaluator of record no later than the end of the 3rd month of employment. A second evaluation shall be done prior to the end of the 6th month of employment.
- 14.4.2 Every permanent employee with two consecutive satisfactory evaluations shall have a formal evaluation at least once every other school year. A permanent employee who has transferred to a different work site from the site where the employee was based in the preceding year or who is assigned to a new supervisor will ordinarily be subject to evaluation even if the employee was evaluated during the preceding year and received a satisfactory evaluation. Permanent employees on an alternating year schedule may be evaluated more frequently if an incident occurs or a performance concern develops. Any permanent employee who received an overall unsatisfactory evaluation during the previous year shall be evaluated by their evaluator of record at least once in the following six months.

- 14.4.3 In a year in which a permanent employee is not scheduled for a formal evaluation, the employee and supervisor shall still hold an informal meeting to discuss goals and concerns of either party.
- 14.4.4 In a year in which a permanent employee is scheduled for a formal evaluation, the employee shall be notified in writing by September 1.

14.5 Probationary Employees

- 14.5.1 A supervisor of a probationary employee shall meet with that employee as soon as possible but no later than thirty (30) days after hire in order to provide initial instruction on job tasks, to discuss goals, and to explain the supervisor's expectations.
- 14.5.2 CSEA and the District encourage the supervisor to request a bargaining unit member in the same or related classification to serve as a mentor to the probationary employee. The mentor's purpose is to provide guidance to the new employee. The mentor employee shall not contribute in any way to the evaluation process.
- 14.5.3 The supervisor shall discuss areas of concern with the probationary employee as soon as practicable and before the formal 3^{month} evaluation is completed.
- 14.5.4 The first formal evaluation of a probationary employee shall be completed no later than the end of the 3rd month of employment.
- 14.5.5 A second formal evaluation of the probationary employee shall be completed prior to the end of the 6th month of employment.
- 14.5.6 A probationary employee is employed at the will of the District and may be released by the District whether or not that employee has received an evaluation. Probationary employees are not entitled to a hearing if they are terminated; however, they are entitled to representation at any meeting where termination is discussed.
- 14.5.7 A Probationary employee is one who is hired by the District and serves a prescribed period of probation that shall not exceed 6 months from the date of hire.

14.6 Permanent Employees

- 14.6.1 All permanent employees, including those who are off-cycle for evaluation, shall have an annual conference with their supervisor no later than the end of the third month of the school year for the purpose of discussing goals and concerns of either the evaluator or the employee. Such an informal

meeting shall also be held whenever an employee is assigned to a new supervisor.

14.6.2 The supervisor shall discuss areas of concern with the employee as soon as practicable and before any negative comment is entered into the evaluation document.

14.6.3 A summative evaluation conference shall be held between the supervisor and the employee prior to completion of the final Evaluation/Performance Review. A draft narrative shall be presented to and discussed with the employee. After this conference, a copy of the final Evaluation/Performance Review shall be given to the employee. The employee:

- shall be given an opportunity to review and sign the evaluation;
- may request a second conference after reviewing the final document;
- may request representation by CSEA.

The signature of the employee shall not indicate that they agree with what has been written; the signature will merely indicate that the employee has read the evaluation. If the employee refuses to sign the evaluation, that fact shall be noted on the evaluation, which shall be placed in the employee's personnel file.

14.6.4 Classified Assistance Plan: If the employee receives an overall unsatisfactory evaluation for the first time, the evaluator shall prepare a written Classified Assistance Plan with specific time lines and strategies which include the following:

14.6.5.1 Identification of the specific deficiencies;

14.6.5.2 Standards of satisfactory performance and time lines, if appropriate;

14.6.5.3 Method of reassessment;

14.6.5.4 Date by which deficiencies and performance will be reevaluated, if appropriate.

The employee and the supervisor will meet to discuss and review the Classified Assistance Plan before it is implemented. At the agreed upon reassessment period, the employee and the supervisor will have another meeting to reassess the progress of the employee.

ARTICLE FIFTEEN: PERSONNEL FILES

- 15.1** The personnel file of each employee shall be maintained at the District's central administration office. When information of a derogatory nature is to be placed in an employee's personnel file, the employee shall be given notice and an opportunity to review the information during the normal working hours and without loss of pay. The employee's signature on the material indicates acknowledgment of existence of the material and does not necessarily indicate agreement with the contents. The employee shall be given an opportunity to prepare a written response within ten (10) workdays following review of such material, and the response shall be attached to the material.
- 15.2** Employees shall have the right to examine all materials in their personnel files, except materials obtained prior to their employment in the District, by requesting an appointment with the Associate Superintendent or their designee, providing that the request is made for a time when such employee is not actually required to render services to the District. All personnel files shall be considered confidential, and access shall be limited to authorized personnel on a professional need-to-know basis.
- 15.3** Materials not properly placed in an employee's District central personnel file shall not be used against the employee.
- 15.4** Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 15.5** A log shall be maintained in each personnel file at the District Office. The log shall indicate the persons who have examined the personnel file as well as the date such examinations were made. Such a log and the employee's personnel file shall be available for examination by the employee or their CSEA representative if authorized in writing by the employee.

ARTICLE SIXTEEN: SAFETY CONDITIONS OF EMPLOYMENT

16.1 California Occupational Health & Safety Act (CAL-OSHA)

Neither the District nor employees shall knowingly violate the provisions of the California Occupational Health and Safety Act (CAL-OSHA) or the Federal Occupational Health and Safety Act (FED-OSHA).

16.2 Health and/or Safety Dangers

- 16.2.1 The District shall not knowingly require members of the unit to perform tasks, which represent a clear and/or present danger to the health or safety of the unit member.
- 16.2.2 Any unsafe condition noted by an employee shall be reported, in writing, by the employee to the principal or immediate supervisor. The District will comply with its obligations under applicable law to address an alleged unsafe condition in the workplace.
- 16.2.3 Bargaining unit members shall have the right to refuse to work, or to continue working, when a condition exists which the employee reasonably believes to be life threatening.

16.3 Reprisals

No reprisals shall be taken against any employee as a result of the employee's reporting any condition believed to be unsafe.

16.4 New and/or Unfamiliar Work Conditions

- 16.4.1 No employee shall be required to work on an unfamiliar machine or with unfamiliar chemicals until instruction and training in the operation of the machine or chemicals has been provided.
- 16.4.2 In the event of the introduction of new technologies, the employee(s) affected shall be fully trained in all health and safety aspects.

16.5 Safety Rules

Any safety rules posted by the District shall be followed. Compliance with safety rules shall be an element in the employee's performance evaluation.

16.6 Protective Clothing and/or Equipment

- 16.6.1 The District shall determine which unit members are to be receiving safety clothing and/or equipment.
- 16.6.2 The District shall pay the full cost of the lease and/or purchase of any protective clothing or equipment, including five (5) shirts/pants or any combination thereof, protective breathing masks, protective gloves, and back belts, required by the District to be worn or used by bargaining unit employees in the course of their duties. The District will pay up to the following amount for the following classifications of employees for safety shoes meeting American National Standards Institute (ANSI) standards:
- \$110/year – Food Services – Cook, Food Services Assistants, Maintenance Operations Support Specialist. Non-slip required.
- \$150/year - Senior Custodian, Custodian, Custodian/Courier, Senior Network Systems Specialist, Network Systems Specialist and Network Systems Specialist II – Adult School. Non-slip required, safety toe encouraged.
- \$200/year - Groundskeeper, Grounds Equipment Operator, Lead Skilled Maintenance Mechanic, Pool/Grounds Maintenance, Preventative Maintenance Specialist, Skilled Maintenance Mechanic. Skilled Maintenance Preventative Specialist. Steel toe required.
- 16.6.3 Unit members who fail to wear District issued clothing or use District issued safety equipment shall be subject to discipline up to and including suspension without pay.
- 16.6.4 Upon an employee’s written request, and with District approval, the District will issue shirts, pants, and footwear at the beginning of the school year.
- 16.6.5 Beginning with the July 1, 1995 school year, all bargaining unit members may be required to wear identification badges provided by the District.

16.7 Safety Training for Employees

- 16.7.1 The District will provide additional paid training opportunities to members, as appropriate, depending on their job classification.
- 16.7.2 The District shall pay for the cost of providing the trainings, including all fees.

16.8 Safety Committee

- 16.8.1 A Safety Committee shall be formed, and convened as needed, to address unresolved safety issues brought forth from any site Working Conditions Committee
- 16.8.2 The Safety Committee shall include, but not be limited to, two (2) members appointed by the District, one of whom shall be the Safety Officer, and two (2) members appointed by CSEA. The District may also appoint two (2) advisors to this committee. The committee shall make recommendations to the District concerning improvement in health, safety, disaster preparedness, sanitation and safety-related working conditions.

16.9 Release Time

The bargaining unit members of the Safety Committee shall be allowed reasonable release time, subject to the approval of the Superintendent/designee, to carry out their obligations under this Article.

16.10 Employee's Right to Refuse Work

Bargaining unit members shall have the right to refuse to work, or to continue working, when a condition exists which the employee reasonably believes to be life threatening.

16.11 First Aid

First aid supplies shall be provided by the District at each work site.

16.12 Substance Abuse

- 16.12.1 If reasonable suspicion exists that an employee is using or is under the influence of a controlled substance or alcohol or is impaired by the abuse of prescription medication while at work, the employee shall be immediately suspended. The employee shall not return to work until they have completed a chemical dependency assessment executed by a professional counselor employed by the agency administering the District's Employee Assistance Plan. The counselor's findings and plan of treatment will be binding. If the employee fails to comply with their treatment plan and/or is suspended again pursuant to this Section, they shall be subject to disciplinary measures up to and including termination.
- 16.12.2 Reasonable suspicion is defined as at least two administrators having direct objective observation of the employee's behavior.

- 16.12.3 A controlled substance is defined as those listed in Schedule 1 and 2 of the Controlled Substance Act.
- 16.12.4 The CSEA President/designee will be promptly notified in writing of any suspension resulting from Article 10, Section 10.8.
- 16.12.5 Chemical dependency will be classified as an illness pursuant to the sick leave provisions of the Collective Bargaining Agreement.
- 16.12.6 Effective January 1, 1996, any employees required to maintain a commercial vehicle license are subject to pre-employment, random, reasonable suspicion and/or post-accident drug and alcohol testing as required by federal law. This testing shall be limited to those employees for whom it is required and shall be restricted to those substances enumerated in federal law.
- 16.12.7 Effective January 1, 1996, affected employees who refuse to submit to required testing or who test positive for alcohol or controlled substances listed in the federal regulations shall be subject to disciplinary measures, up to and including dismissal.

ARTICLE SEVENTEEN: WORKING CONDITIONS

17.1 Working Conditions

17.1.1 The District agrees to make an effort to provide safe and healthful working conditions in order to promote a positive working atmosphere for all classified employees. The District further agrees to comply with all federal, state and, local health and safety laws and regulations.

17.1.2 Working Conditions Committee

A Working Conditions Committee will be formed at each work site. This committee will normally meet at least twice during the year; however, the committee members may mutually agree to reschedule a meeting or to cancel a meeting if there are special circumstances. This committee shall include two representatives appointed by CSEA, the Principal/designee and the School Facilities Supervisor. Additionally, the CSEA site representative may request to attend a committee meeting to present a working condition(s) issue to the committee. The purpose of the committee is to attempt to resolve working condition problems at the site. Any recommendation by the committee, which would involve the expenditure of funds, shall be subject to approval by the Principal. Problems, which cannot be resolved by the committee, may be referred to the consult procedure for resolution. Safety problems will be addressed by the Safety Committee.

17.1.3 Equipment

The District will continue to make an effort to upgrade and standardize equipment, subject to the District's budgetary constraints, as recommended by either the Safety Committee or the Working Conditions Committee and approved by the Principal.

17.2 Adult Education

17.2.1 The Adult Education School work year varies each year in accordance with the schedule of Adult Education classes and High School Diploma Programs. Therefore, each year a proposed calendar of the work schedule for 11-month/224-duty-day employees will be submitted to CSEA and the District for negotiations and approval. The schedule will guarantee twenty (20) consecutive non-duty days for all 224-duty-day/11-month employees. They shall receive a calendar of duty days, holidays, and non-duty days.

17.2.2 Similar calendars for the positions of Instructional Assistants shall be provided by the District.

17.3 Training

- 17.3.1 It is a priority of the District and CSEA to have a highly motivated, well-trained classified staff. Toward that goal, the District will provide three categories of training: (1) Enhancement, (2) Required, and (3) Maintenance. **Enhancement Training** is defined as any training, which is not required by the District. Enhancement training will normally be offered outside the regular workday. Since it is not required training, overtime will not be paid. **Required Training** is any training, which is mandated by the District. Normally, any required training will take place within the regular workday. **Maintenance Training** is mandatory training, which will keep employee skills current.
- 17.3.2 A training committee consisting of two-unit members appointed by CSEA and two management representatives shall be established. The Training Committee will conduct a needs assessment survey to help the committee identify and prioritize training needs. The same committee will plan training, including preventative maintenance training, which is appropriate to address the identified needs. This committee shall meet at least once per year.
- 17.3.3 Training programs planned by the Training Committee will be subject to the District's budget constraints, and the District retains the right to determine when the training will be offered. Training programs may be offered through the Adult Education program or on-site training. The District will pay the fees for such training.

17.4 Consult Procedure

From time to time, issues arise within the working conditions of classified employees that need adjustments. These and other concerns may be addressed by either party at a monthly consult session. These sessions will be attended by the CSEA President and/or their designee, the Negotiations Chairperson and/or their designee, and the District Representative to CSEA with their assistant. Others may be required to attend this meeting to clarify issues, or to provide information. These meetings will occur monthly.

17.5 Member Property Coverage

Losses due to willful damage of automobile or articles left in locked automobiles, which are on campus or at the location of an off-campus school-related activity, will be reimbursed up to \$500 per occurrence. Proof of loss/damage shall be required including proof that the loss/damage occurred while the car was on campus or at an off-campus school-related activity. A Unit Member is entitled to reimbursement for only out-of-pocket loss paid by the employee to the stated limit of \$500 per occurrence. All claims must be filed with the District Business Office for approval

within one-calendar year of occurrence. Claims should be reported on the Report of Unusual Occurrence form.

17.6 Sexual Harassment

- 17.6.1 The Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation. Per Board Policy 4119.11, 4219.11, 4319.11, the District will provide sexual harassment training to employees in accordance with law and administrative regulation. A signed, written complaint should be filed on the appropriate District Form.
- 17.6.2 The District will provide sexual harassment training to bargaining unit members.
- 17.6.3 The definition of sexual harassment shall be easily accessible to all employees, i.e., website or bulletin boards as appropriate.

17.7 Mandated Reporter

- 17.7.1 The District shall provide each new employee as well as current employees with Mandated Reporter training and shall also provide additional training on mandated reporter obligations on an annual basis thereafter. The District agrees to provide such training during normal work hours, unless mutually agreed otherwise.
- 17.7.2 Information regarding this training shall be available to all employees, i.e., website or bulletin boards as appropriate.

ARTICLE EIGHTEEN: SUMMER EMPLOYMENT

18.1 Summer School

- 18.1.1 The District will notify employees annually of the deadline for submitting summer work requests.
- 18.1.2 The District retains the right to determine annually which services (classifications) the District will require for summer school.
- 18.1.3 Once the District has identified its needs for summer school services, summer school assignments will be offered in accordance with this Section to those *qualified* employees who have submitted the appropriate summer school work request.
- 18.1.4 Applicable Language if No More than Two Summer School Sites:
 - 18.1.4.1 For Custodians, summer school assignments shall first be offered on a rotating basis to the most senior permanent employee in the classification at the summer school site who has submitted a summer work request, provided that employee has a current satisfactory evaluation on file. If the employee accepts and fills, or declines, the assignment, their name shall be placed at the bottom of the rotation list the following year. If no permanent employee in the classification at the site accepts the assignment, the assignments shall next be offered to probationary employees in the classification at the site. If the District is still unable to fill the summer school assignment, it shall be offered on a rotating seniority basis to the most senior permanent Custodian in the District who has submitted a summer work request and who has a current satisfactory evaluation on file.
 - 18.1.4.2 For Para Educators, the assignment shall be offered on a rotating basis to the most senior permanent employee in the classification district wide who has applied for summer school work, provided the employee has a current satisfactory evaluation on file. If the employee accepts and fills, or declines, the assignment, their name shall be placed at the bottom of the list of permanent employees in the class the following year. If no permanent employee in the classification accepts the assignment, it will next be offered to probationary employees in the classification, then will be opened up for application by other District employees who meet the qualifications.
 - 18.1.4.3 Para Educators Differentially Trained, and any Para Educators assigned to specific programs shall have the right to continue to

support their programs in Summer School. Summer School Work shall be assigned on the basis of seniority within each specific program.

18.1.5 Applicable Language if More Than Two (2) Summer School Sites:

For custodians and Para Educators, Summer School assignments shall first be offered on a rotating basis to the most senior permanent employee in the classification at the summer school site who has submitted a summer work request, provided that the employee has a current satisfactory evaluation on file. If the employee accepts and fills, or declines, the assignment, their name shall be placed at the bottom of the rotation list the following year. If no permanent employee in the classification at the site accepts the assignment, the assignment shall next be offered to probationary employees in the classification at the site. If the District is still unable to fill the summer school assignment, it shall be offered district-wide on a rotating seniority basis to the most senior permanent employee in the classification who has submitted a summer work request and who has a current satisfactory evaluation on file.

18.2 Summer Work

18.2.1 When outside of the regular work year the District requires services, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis, the work shall be offered to bargaining unit employees with current satisfactory evaluations in the appropriate classification(s) as provided in this Section, but no employee shall be required to perform such services.

18.2.2 Assignments under this Section shall be made on the basis of qualification for employment in each classification of service, which is required. From the pool of qualified employees having current satisfactory evaluations on file, the work shall be offered first to the employee, if any, who would perform the work if the need for the service, as defined above, arose during the regular work year. If the employee declines the assignment, it shall be offered to employees who have a current satisfactory evaluation on file, on a rotating basis, beginning with the most senior employee within the department at the particular work site. If the employee accepts and fills, or declines, the assignment, their name shall be placed on the bottom of the rotation list.

18.3 General Provisions - Summer School/Summer Work

18.3.1 An employee who accepts an assignment in accordance with the provisions of this Section to perform duties in a higher classification shall receive, on a pro rata basis, the compensation and health and welfare benefits and seniority for that higher classification at the step on which they are assigned in their regular classification.

- 18.3.2 An employee who accepts an assignment in accordance with the provisions of this Section to perform duties in their regular classification shall receive, on a pro rata basis, not less than the compensation and health and welfare benefits and seniority applicable to the step on which they are assigned in their regular classification during the regular work year preceding the summer school session. Any salary adjustments occurring throughout the duration of the summer school session shall not affect the summer school rate of pay.
- 18.3.3 An employee who accepts an assignment in accordance with the provisions of this Section to perform duties in a lower classification shall receive, on a pro rata basis, the compensation and seniority for that lower classification at the step on which they are assigned in their regular classification.
- 18.3.4 Nothing herein shall preclude the District from sub-contracting work not customarily performed by bargaining unit members.
- 18.3.5 The summer use of educationally disadvantaged student workers shall be limited to two (2) per school site, under the supervision of a classified employee.
- 18.3.6 The following positions will be unique to summer school, if needed, and will not exist during the regular school year:
- 18.3.6.1 Summer School Senior Clerical Assistant (Range 110) (Six (6) Hours)
 - 18.3.6.2 Summer School Security Specialist (Range 111) (Six (6) Hours)
 - 18.3.6.3 Summer School Information Technology Specialist (Range 117) (Six (6) Hours)
- 18.3.7 Any bargaining unit member may apply for these special Summer School positions. These positions will be filled by the process of interview and selection. These positions require individuals with the ability to work independently and to exercise independent judgment in critical situations. The employees must demonstrate a willingness to perform a wide range of tasks, excellent interpersonal working relationships, and the ability to function as part of a team. The Summer School Administrator may evaluate the performance of the employees in the special Summer School positions, and this evaluation may be used in consideration whether to select the employee for the special Summer School position in the future. This evaluation is separate from the evaluation of the employee in their regular classification.

18.4 Adult Education Summer Programs

- 18.4.1 Once the District has identified its needs for Instructional Assistants in programs administered by Adult Education, the option to work as needed during the summer session shall be offered to Assistants in the programs based on program seniority.
- 18.4.2 The summer work rotation does not apply to the Adult Education Program.

ARTICLE NINETEEN: NO STRIKE, NO LOCKOUT

19.1 Agreement

The Exclusive Representative and the Board agree that differences between the parties hereto shall be settled by interest-based conflict resolution as provided in this Agreement. During the term of this Agreement, the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, nor condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement and will exert its best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any person covered by this Agreement.

19.2 Violation

Violation of this Article by the Exclusive Representative or by any person covered by this Agreement may constitute just cause for discharge or other discipline penalties to be determined by the Board.

ARTICLE TWENTY: EFFECT OF AGREEMENT

20.1 Previous Agreements

All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code, Section 3540, et seq., in effect in the District prior to and at the time this Agreement is signed are null and void.

20.2 Negotiating Conditions

The parties agree that during the negotiations that culminated in this Agreement, each party enjoyed and exercised, without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. Except for new contract negotiations or negotiations on an article that has been reopened during the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

20.3 Illegal/Invalid Articles, Sections, and/or Clauses

20.3.1 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

20.3.2 In the event of statutory changes or a suspension or invalidation of any article or section thereof by the highest appellate court, the parties agree to meet and negotiate, upon request, within thirty (30) days after such determination, for the sole purpose of bargaining concerning the subject which was invalidated.

20.4 Mutual Respect Clauses

20.4.1 The Exclusive Representative agrees that it will neither take, nor threaten to take, any reprisals, directly or indirectly, against any management employee or board member regarding any action on the part of such persons in the official exercise of their duties of the administration of this contract, or any grievance filed hereunder, or any other lawful activity.

20.4.2 The Board agrees that it shall not impose or threaten to impose any reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce, or deny employees because of their exercise of rights guaranteed in Chapter 10.7, Section 3543 through 3543.1 of Division 4 of Title 1 of the Government Code.

ARTICLE TWENTY-ONE: DEFINITIONS

21.1 Definitions

- 21.1.1 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 21.1.2 "Employee," "covered employee," and/or "classified employee," as used herein, means any member of the bargaining unit.
- 21.1.3 "Unit," as used herein, means bargaining unit, negotiating unit, or unit representation.
- 21.1.4 "Board"/"District" means the Board of Trustees of the Fremont Union High School District.
- 21.1.5 "Superintendent" shall indicate the Superintendent of Schools or the Superintendent's designee.
- 21.1.6 "Exclusive Representative"/"CSEA" means the California School Employees Association, Chapter 237, an affiliate of the California School Employees Association.
- 21.1.7 "Days" means working days for covered employees. "Days" for purposes of grievance - see Article 11.
- 21.1.8 "Member of the immediate family" means the mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren of the employee or of the spouse or registered domestic partner of the employee; or the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, step parent, step grandparent, stepchildren, brother, brother-in-law, sister, or sister-in-law of the employee; or any relative living in the immediate household of the employee. A person standing in loco parentis shall be considered as a member of the immediate family. (Article Nine - Section 10 Bereavement)
- 21.1.9 " Salary advancement," is defined as an employee's progressive increase to the next step on the salary schedule and shall be granted on July 1st, or the 1st day of each fiscal year provided the unit member meets the provisions in Article 4.4.
- 21.1.10 "Longevity pay" is defined as an employee's progressive increase to the next step on the longevity schedule and shall be granted on July 1st, or the 1st day of each fiscal year provided the unit member meets the provisions in Article 4.13.

- 21.1.11 "Probationary employee" means a new employee who is appointed for a trial period of six (6) months.
- 21.1.12 "Permanent employee" means an employee who has met the requirements of the probationary or trial period. An employee does not lose permanent status when changing position.
- 21.1.13 "Full-time employment" is defined as working eight (8) hours per day, five (5) days per week.
- 21.1.14 "Promotion" means a move to a higher classification (i.e. a higher salary range).
- 21.1.15 "Transfer" is defined as a change of position of an employee, non-promotional in nature, to another position in the same class or to a position in a similar or related class with the same salary range, or the change of work sites from one location to another within the same class.
- 21.1.16 "Terms and conditions of employment" means health and welfare benefits, leaves and transfer policies, safety conditions of employment, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances pursuant to Rodda SB 160 (Government Code Section 3543.2).
- 21.1.17 "Grievant" means an employee or Association asserting a grievance.
- 21.1.18 "Grievance" is an assertion that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 21.1.19 "Parties in interest" means the person(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 21.1.20 "Representative(s)" means a fellow employee, supervisor, administrator, agent of the Exclusive Representative, or legal counsel who is voluntarily authorized in writing by the grievant to represent them as a party in interest.
- 21.1.21 "Exclusive Representative" means California School Employees Association, Chapter 237.
- 21.1.22 "Claim" means the assertion of a grievance by one or more employees.
- 21.1.23 "Arbitration" means a procedure whereby parties unable to agree on a solution to a problem indicate their willingness to have a third impartial party intervene and put forth a recommended solution.

21.1.24 "Dependent" includes a registered domestic partner as defined by California Family Code 297.

APPENDIX A: REVENUE SHARING PROCESS

I. Revenue share allocation process

The parties agree that the revenue share allocation process shall serve as a basis for working together to determine unit members' fair share of District revenues, and as a means for ensuring the continuing fiscal integrity of the District. The District and CSEA acknowledge the value and need to give consideration to compensation paid to comparable school districts, as well as the criteria set forth in Government Code section

3548.2. The parties further agree that revenue share allocation is subject to the grievance procedure of Article 11.

A. Reserves

The parties have negotiated a reserve for economic uncertainty of 10% of General Fund expenditures, based on the data in the audited financial statement for each fiscal year.

1. The parties agree that a reserve that is not used in times of hardship serves no purpose. Accordingly, the District agrees to commit all reserve funds

in excess of the legally mandated minimum when and as may be needed to forestall any furlough days, salary rollbacks, or general reductions in

force, and that the contingency re-opener provisions of this Article shall not be invoked while legally available reserves remain unused.

The parties agree that when the District has one-time monies to distribute to bargaining unit employee, the amount provided to each bargaining unit employee shall be distributed in an equal amount and will be pro-rated based on an employee's full-time equivalent (FTE) status. To be eligible to receive a distribution of the one-time monies, a bargaining unit employee must be an employee in paid status as of October 10th of the school year in which the distribution is being made.

On a one-time, non-precedent setting basis, the parties agree that bargaining unit employees who rendered service during the 2015- I 6 school and/or the 2016-17 school year and retired prior to October 10, 2016, will be eligible to receive the one-time monies distribution

for the 2016-17 school year. The amount of the one-time monies that such an employee is eligible to receive will be prorated based upon: (1) the individual's FTE status; and (2) percentage of days the employee worked during the 2015-16 school year based upon that individual's work calendar (e.g. 150 days out of 182 day work calendar would be prorated at 82.4%). Moving forward, prior year retirees will not be included in these one-time monies distributions.

The Parties agree the purpose of this agreement is to prevent one-time money distribution from resulting in a PERS penalty for the District.

Should a unique or unforeseen circumstance arise with regard to the one-time monies distribution as defined above, a consultation meeting will be held and will include the superintendent, or designee(s), and the CSEA Chapter President, or designee(s).

2. Maintaining reserves with lease revenue.

The parties recognize that as expenditures rise from year to year, the reserve requirements set forth in this section will rise as well. Further, following any expenditure of reserve funds, replenishing reserves will become necessary. To offset some or all of this expense, the District shall make available funds derived from current year lease revenue from

District property leased to third parties, as follows. Lease revenue in excess of the amount reasonably and in good faith currently necessary to withhold to provide for the District's short term and long-term obligations as a landlord shall be applied as necessary to maintain or replenish the reserve, up to a maximum contribution of \$1.5 million. To the extent that reserve needs remain unmet after application of lease revenue funds,

CSEA's share of the deficit shall be treated as a unit cost in accordance with the process set forth below.

3. Replenishing used reserves

Should economic difficulties make use of reserve funds necessary, the parties agree to confer to plan for replenishing the reserve on such schedule and using such funding sources as will avoid undue hardship for the parties yet timely reestablish protection against future economic distress.

B. Ending fund balance

1. The District shall perform an annual General Fund unrestricted ending balance reconciliation. Any ending balance shall result in a one-time, off salary schedule payment made to the current unit members. The amount available for distribution shall be nineteen cents (.19) of each dollar in the ending balance. These one-time off-schedule payments shall be paid to the current members in a manner to be decided by CSEA but payments shall be issued no later than the end of February, unless otherwise agreed, of the school year in which the calculations are taking place.

2. Exclusions. The following revenue shall not be included in the ending balance:

Revolving cash
Prepaid Expenses
Site carry-overs up to the cap described in (3) below
Voter approved funding measures and federal, state, or local apportionments that are subject to expenditure restrictions or are of limited duration

3. Site carry-over cap

The parties commit to revisit this sub-section during the term of this agreement with the aim of updating it to cope more effectively with recent conditions and trends. In the interim, the following provisions shall apply. The annual aggregate school site carry-overs (unrestricted General Fund) shall not exceed the single highest level over the prior five years. Any

surplus that exceeds this amount will be considered excess and distributed according to the procedure in section B. immediately above. For each dollar in excess, 19 cents will be made available for one-time, off- schedule bargaining unit compensation.

C. Transfers

Any unrestricted revenues (or any other unrestricted funds) transferred out of the General Fund into any restricted funds must not be carried over into the next school year as restricted reserves, excepting only state

mandated 3% annual transfer into Fund 050 Routine Repair and Maintenance.

D. New reserves

The District shall not establish any new reserve funds without the approval of CSEA except as required by law.

E. Revenue comparisons

For comparison purposes, revenues available to CSEA for share allocation shall include all Unrestricted General Fund Property Tax Revenue as reported by the Santa Clara County Controller in accordance with Education Code 41760.2. However,

- (1) revenues for comparison purposes shall be reduced by off-the-top General Fund contributions toward expenses for the following matters:

- Adult Education Contribution
- Back Fill Reduction in ROP Funding
- Deferred Maintenance Contribution
- Special Education Support from General Fund
- Utilities Costs
- Transportation/Bus Passes
- Cafeteria Costs
- Property and Liability Insurance
- Audit & Actuary
- Legal
- County Financial System (QSS)
- Student Information System
- Election Costs
- School Safety & Violence Prevention
- Interventions/Educational Options
- EL Master Plan
- Teacher Induction Program
- Coaching stipends per V.G. below
- Charter Schools
- Student Residency Monitoring
- Site Budget Allocations
- Student Health
- Cost of Enrollment Increases (calculated at average total cost per section)

- (a) additions to or deletions from the list above of off-the-top items shall be made by agreement, so that the list reflects necessary,

unpredictable, and/or difficult to control costs or unfunded mandates, not attributable to any one bargaining unit.

F. Bargaining unit expense

The bargaining unit expense shall be based upon the data used for the District's second interim budget report as mandated by the state. Off-the-top expenses shall be excluded. All other unrestricted General Fund payroll costs paid to or on

behalf of unit members shall be included, such as base salary, longevity, insurance of all types, District contributions to retirement plans, Medicare, unemployment insurance, workers compensation insurance and transfers to the Retiree Benefits Fund for prior years' bargaining unit retirees. However, if CSEA chooses to change pay items other than those reflected in the above, then the cost of the change in such compensation will be included in the cost of the bargaining unit.

1. One time, off schedule payments shall not be included as bargaining unit expense for comparison purposes.
2. Expenses created by the assignment of administrative duties to unit members shall not be included as a bargaining unit expense.
3. An actuarial average of the retirement burden, a five-year moving average, or another smoothing algorithm, as may be agreed, shall be used for transfers to the Retiree Benefits Fund for prior years' bargaining unit retirees.

G. Comparison calculations

Using the unaudited actual financial statements from the previous year and the County Controllers Estimates, as of December for the current year, year to year comparisons shall be made of the unrestricted revenues as defined above. Bargaining unit comparisons shall be based on staffing as prescribed by this CBA unless otherwise agreed. Using the data from the previous year's calculations and the most recent data for the current year, year to

year comparisons shall be made of the bargaining unit expenses defined above. These comparisons shall be made between the past school year and the current school year to determine if unrestricted revenues and/or bargaining unit expenses have increased or

decreased. Any annual increase in unrestricted revenues (as defined above and at a ratio of 19 cents for each dollar of new revenues) and/or any year to year increase or decrease in bargaining unit expenses (as defined above) resulting from these comparisons shall determine any changes in the current salary schedule in the following manner:

H. Changes in bargaining unit expense

Any increase in bargaining unit expenses resulting from the above comparison will be offset (at a ratio of 19 cents for each dollar of revenues) by any increase in unrestricted revenues. If the increase in bargaining unit expenses is greater than the total sum of the increase in unrestricted revenues available to CSEA, then CSEA will decide the manner to be used to make up the shortfall. CSEA will inform the District of their decision by the end of February, unless otherwise agreed. The total sum of any decrease in bargaining unit expenses resulting from the above

comparison will be made available to unit members as ongoing, on-schedule increases to the salary schedule or at the option of the CSEA to be used in any manner they see fit.

I. Changes in unrestricted revenues

Any increase in unrestricted revenues resulting from the above comparison (reduced by the total cost of additional FTE's as defined above) shall (1) become available for any increased bargaining unit compensation at a rate of 19 cents for every dollar of increased revenue and (2) be applied to bargaining unit compensation in the following manner:

First - to offset any increase in bargaining unit expense as described above, and

Second - to provide that any remaining dollars ("distributable funds") shall become ongoing compensation increases to unit members, in a manner as determined by CSEA, subject to the provisions of section K. below.

Any compensation increase generated from a decrease in bargaining unit expenses and/or increase in unrestricted revenues (as described above)

shall be paid out no later than the end of March, unless otherwise agreed, of the school year in which the calculations are taking place. The current salary schedule shall also be adjusted accordingly at that time.

J. Look-ahead provisions

The parties recognize that the financial fortunes of the District are subject to external factors such as national economic downturns, fluctuation of value in the local property tax base, health care cost trends, federal and state legislative action, and other matters wholly outside the control of the parties. Thus, computations based solely upon current year data and comparisons with the past may not adequately take into account readily foreseeable future difficulties, and may produce results that would appear short-sighted or unwise when viewed from a longer-term perspective. In particular, the parties wish to avoid situations in

which backward-only-looking computations would produce a current increase in bargaining unit cost when it is already apparent that such higher cost will not be sustainable in the immediately following years. For example, salary increases in the current year that can be anticipated to yield a need for salary rollbacks, reductions in force, or other such measures in the following year would be contrary to District's interest in providing stable staffing and to the unit members' interests in steady employment and predictable compensation.

The parties wish to implement procedures that will leave substantially unchanged the current process in good economic times, but will permit reduction in the likelihood and/or severity of adverse effects when the outlook for the future is

less favorable. To that end, the look-ahead process described below will be implemented each year in which net positive distributable funds are available, with the intent of avoiding improvident increases in unit cost that might force adverse effects in near-term future. This will be accomplished by always paying out all current year distributable funds to current unit members, but apportioning such payments as partly on-going raises and partly one-time payments in years when this process suggests that it is prudent to do so.

1. When the comparison calculations of section G above are performed, comparing current and prior year data, two additional comparison calculations of the same type shall be performed to predict the result of such comparisons for one

and two years in the future. To prepare for these additional comparisons, the District, in consultation with CSEA, shall rely upon its best good faith estimates of all necessary data, including anticipated changes in property tax, enrollment, health care costs, and other revenue and cost changes, based upon the best information sources then available. Each such predictive comparison will be used to compute a predicted net amount (indicating distributable funds if positive or a shortfall if negative), for that future year.

2. If the predicted net amount is positive in both the one year and two-year future comparisons, the entire current year distributable funds shall be added to the current salary schedule as on-going raises as set forth in section I above, without any change arising from this look-ahead process.
3. If either or both predicted net amount is negative, a sum shall be computed, weighted to reflect the expectation that predictions become more uncertain for longer periods into the future. The predicted net amount for the one-year future comparison shall be weighted by 0.75, and the predicted net amount for the two-year future shall be weighted by 0.25, and the two figures summed. If the weighted sum is positive, the entire current year distributable funds shall be added to the current salary schedule as on-going raises as set forth in section J above, without any change arising from this look-ahead process.
4. If the weighted sum is negative but less in size than the current year distributable amount, that portion of the distributable amount which exceeds the size of the weighted sum shall be added to the salary schedule and the remaining portion shall be paid as one-time money, each in a manner to be determined by CSEA. If the weighted sum is negative and equals or exceeds in size the current year distributable amount, the entire current year distributable amount shall be paid as one-time money in a manner to be determined by CSEA. In any case, all of the current year distributable amount will be paid in the current year, but it will be apportioned between on-going raises and one-time payments if the conditions of this paragraph apply.

K. Annual salary schedule adjustments

In the event that the actual revenue data (finally known as of December following the close of the fiscal year) is different from the estimates used to establish the salary schedule for the previous year, then the base salary schedule for the prior year will be corrected (at a rate of 19 cents for each dollar) to reflect actual data before the next round of adjustments for the current year. Additionally, if the actual revenues are greater than the Controllers Estimate, an off-schedule payment will be made to the unit members reflecting this change at a rate of 19 cents for each additional dollar. These one-time off-schedule payments shall be paid to the current members in a manner to be decided by CSEA. Under no circumstances shall such an adjustment result in any obligation by unit members to return moneys paid to them.

APPENDIX B: CLASSIFICATION, RANGE AND DUTY DAYS

Please refer to the Fremont Union High School District website for all current Classification, Range and Duty Day tables. You can access these directly in the Human Resources Section which is located at: www.fuhisd.org/departments/human-resources

APPENDIX C: LONGEVITY

Please refer to the Fremont Union High School District website for all current Longevity Schedules. You can access these directly in the Human Resources Section which is located at: www.fuhisd.org/departments/human-resources

APPENDIX D: CALENDARS

Please refer to the Fremont Union High School District website for all current calendars. You can access these directly in the Human Resources Section which is located at: www.fuhsd.org/departments/human-resources

APPENDIX E: SALARY SCHEDULES

Please refer to the Fremont Union High School District website for all current Salary Schedules. You can access these directly in the Human Resources Section which is located at: www.fuhsd.org/departments/human-resources

APPENDIX F: WORK CALENDARS

Please refer to the Fremont Union High School District website for all current Work Calendars. You can access these directly in the Human Resources Section which is located at: www.fuhisd.org/departments/human-resources