

**AGREEMENT
BETWEEN
CALIFORNIA SCHOOL
EMPLOYEES' ASSOCIATION, CHAPTER 69
AND
GOVERNING BOARD AND ADMINISTRATION
OF
GILROY UNIFIED SCHOOL DISTRICT**

July 1, 2018 – June 30, 2021



TABLE OF CONTENTS

Agreement	1
ARTICLE 1: RECOGNITION	1
ARTICLE 2: DISTRICT RIGHTS	2
ARTICLE 3: CSEA RIGHTS	3
ARTICLE 4: ORGANIZATIONAL SECURITY	4
ARTICLE 5: EVALUATION PROCEDURES	6
ARTICLE 6: PERSONNEL FILE	9
ARTICLE 7: SAFETY	9
ARTICLE 8: PROFESSIONAL GROWTH	11
ARTICLE 9: COMPENSATION AND WORK YEAR	15
ARTICLE 10: HEALTH AND WELFARE BENEFITS	22
ARTICLE 11: LEAVES	25
ARTICLE 12: VACATION DAYS AND HOLIDAYS	36
ARTICLE 13: GRIEVANCE PROCEDURES	41
ARTICLE 14: DISMISSAL, DEMOTION, OR SUSPENSION PROCEDURES	45
ARTICLE 15: TRANSFER AND PROMOTION	45
ARTICLE 16: HOURS/LAYOFFS	51
ARTICLE 17: TRANSPORTATION PROCEDURES	59
ARTICLE 18: CONCERTED ACTIVITIES	63
ARTICLE 19: LONG TERM SUBSTITUTES AND NOON DUTY SUPERVISORS	63
ARTICLE 20: SUBSTANCE ABUSE	65
ARTICLE 21: SUMMER SCHOOL	70
ARTICLE 22: ORIENTATION AND BENEFITS FAIR	71
ARTICLE 23: SAVINGS PROVISION	72
ARTICLE 24: SUPPORT OF AGREEMENT	72
ARTICLE 25: EFFECT OF AGREEMENT	72
ARTICLE 26: COMPLETION OF MEET AND NEGOTIATIONS	72
ARTICLE 27: DEFLATOR CLAUSE	72
ARTICLE 28: TERM OF AGREEMENT	73
2014-2015 Negotiating Team	74
APPENDIX:	
Appendix A: CSEA Dues and Service Fees	75
Appendix B: GUS #38 Evaluation Form	76
Appendix C: Salary Schedules	83
Appendix D: Work Calendars	90
Appendix E: Administrative Regulation 4218, Dismissal/Suspension/Disciplinary Action	98
Appendix F: Board Policy 4020, Drug and Alcohol-Free Workplace	104

AGREEMENT

The Gilroy Unified School District, a public school employer "District" and the California School Employees' Association and its Chapter #69 "CSEA" have entered into this Agreement effective for the term specified in Article 28.

ARTICLE 1: RECOGNITION

1.1 The District recognizes CSEA as the exclusive representative for all employees who are employed in the following positions:

- 1.1.1 Clerical and Secretarial
Food Service (including delivery)
Operation and Maintenance (including maintenance, grounds, custodial, and warehouse)
Transportation Attendance
Liaison School/Community
Liaison Statistical Liaison
Campus Supervisor
Noon Duty Supervisor
Regular Custodial Substitutes
Regular Bus Driver Substitutes
Regular Long-Term Food Service Substitutes
Computer Network Engineer
Computer Support Technician

1.1.2 Excluded from this unit are Paraprofessionals, Instructional Assistants, Home Visitors, District Translators, Occupational Therapists and those positions lawfully designed as Management, Supervisory, and Confidential. The District and CSEA shall mutually agree to any changes to the above-described unit.

1.2 No positions within the bargaining unit shall be reclassified without prior negotiations with CSEA. No new positions shall be established without prior notice to CSEA. This notice shall include positions established under any federal, state, or other similarly sponsored programs.

- 1.3 The District will negotiate with CSEA the wages, hours, and other terms and conditions of employment for newly created classifications.

ARTICLE 2: DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds of levels of services to be provided, and the methods and means of providing them; establish its education policies, goals, and objectives; ensure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition; the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 2.2 The District's exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with law.
- 2.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.
- 2.4 Definition of an Emergency
- 2.4.1 An emergency shall be limited to natural disasters and/or events over which the District has no control and that directly affect the students' safety and welfare. It is not the District's intent to declare an emergency solely for the purpose of evading the provisions of this Agreement.
- 2.4.2 When an emergency is declared affecting this Agreement, the matter will be placed on the Board Agenda at the first regular meeting of each month under "Information/Action."

ARTICLE 3: CSEA RIGHTS

- 3.1 All CSEA business, discussions, and activities will be conducted by unit members or CSEA officials outside established work hours as defined in Article 16 of this Agreement, and will be conducted in places other than District property, except when: (a) an authorized CSEA representative is granted dispensation from the Superintendent or designees regarding the specific time, place, and type of activity to be conducted; and (b) the Superintendent or designees can verify that such request activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 16 and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a CSEA representative.
- 3.2 CSEA shall be entitled to post notices of CSEA concern on staff bulletin boards designated for CSEA's exclusive use in each school/work complex. CSEA shall be entitled to the use of mailboxes for communication to employees regarding matter that involve CSEA, and such documents shall be identified as CSEA communications. CSEA shall not use the District's internal delivery services for the purpose of carrying letters that cross-postal lines. A CSEA representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communication. A copy of CSEA material for posting shall be sent to the director of Personnel prior to or at the time of posting. A copy of CSEA material for single site distribution shall be given to the site administrator prior to or at any time of distribution.
- 3.3 A CSEA representative shall have the right to reasonable review of employees' personnel files and payroll records when accompanied by the unit member or on presentation of written authorized signed by the unit member.
- 3.4 Authorized CSEA representatives shall have reasonable access to seniority records and rosters.
- 3.5 CSEA shall be provided with two copies of the Board of Education meeting agenda and minutes and other related agenda information material including budget material.

- 3.6 The District shall grant up to 15 days of release time with pay per year for CSEA business. These days may be taken in hourly increments. Whenever a substitute is necessary, release time shall be taken in one-half day increments. An authorized CSEA representative must provide advance notice in writing of bargaining unit members to be released for such purposes.
- 3.7 The District shall pay for the duplicating cost of this Agreement and for any additional copies requested.
- 3.8 The District agrees to provide each bargaining unit member with one copy of this Agreement and any and all subsequent amendments and modifications as they occur.

ARTICLE 4: ORGANIZATIONAL SECURITY

- 4.1 CSEA, as the exclusive representative, shall have the sole and exclusive right to have the District deduct membership dues and service fees for unit members. The District will, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for such membership dues and service fees.
- 4.2 CSEA Dues
- The Board shall cause to be deducted the CSEA dues and/or service fees as set by the state association and attached as Appendix A to this Agreement for informational purposes. Payroll deductions shall be without cost to the unit members or CSEA.
- 4.3 Deductions
- The District, upon appropriate written authorization from any unit member, shall deduct such other voluntary deductions as are available to the unit member.
- 4.4 Service Fee
- Unit member shall, within 30 days of the effective date of this Agreement or within 30 days of their employment date, whichever is later, either join CSEA by executing a payroll deduction authorization form for payment of dues or pay a service fee.
- 4.4.1 Nothing contained in this Article shall prohibit an employee from paying dues or service fees directly to CSEA.
- 4.4.2 If an employee withdraws a dues or service fee authorization and/or fails to pay dues/service fees directly to CSEA, the District shall, upon notification

from CSEA, deduct from the wages of unit members, and pay to CSEA, all dues/service fees owed to CSEA.

4.5 Information Furnished

CSEA agrees to furnish any information needed by the Board to fulfill the provisions of this Article. The Board agrees to furnish any information needed by CSEA to fulfill the provisions of this Article.

4.6 Religious Exemption

If a unit member belongs to a recognized religious organization that does not permit its members to pay a representational fee to any employee organization, the unit members will pay an amount to the representational fee that would have been paid to a non-religious, non-labor organization charity exempt from taxations under section 501 ©(3) of Title 26 of the Internal Revenue Code, chosen by the employee from the following list of three: (1) Isla Pacifica; (2) Gilroy Education Foundation; and (3) I.O.O.F Children's Home.

4.6.1 Any bargaining unit member who is a member of a religious group whose beliefs prohibit joining an employee organization or paying a representational fee to such an organization shall file a claim of exemption with CSEA.

4.7 Dues or Fees

With respect to all sums deducted by the Board pursuant to authorization of the unit member, whether for membership dues or service fee, the Board agrees promptly to remit such monies to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in CSEA and indicating any changes in personnel from the list previously furnished.

4.8 CSEA and the District specifically recognize that the enforcement of Sections 4.4-4.7 may precipitate the bringing of legal actions against the District. It is the intent of CSEA and the District that the District shall incur no expense whatsoever as a result of any legal challenge to the implementation of this Article. Accordingly, CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained in this Article. Should it become necessary for the District to incur legal expenses, including reasonable attorneys' fees, as a result of a challenge of the application or enforcement of this Article, CSEA shall indemnify the District for any such expenses incurred.

ARTICLE 5: EVALUATION PROCEDURES

5.1 Definitions: Probationary Unit Members

5.1.1 Entry Probationary Period

The probationary period is a continuation of the testing and selection process. A unit member employed by the District shall be a “probationary” employee until the unit member has satisfactorily completed 12 consecutive months of actual service. If the 12 months of actual service is interrupted by the ending of the school/work year, the probationary period shall resume at the beginning of the next school/work year.

5.1.1.1 Credit towards completion of the probationary period shall not be granted for time spent on industrial accident/illness leave or leave of absence without pay; however in the event of an industrial accident, if the unit member has satisfactorily completed at least nine months of the probationary period, there will be no interruption in credit toward permanent status.

5.1.1.2 Any unit member who resigns from the District during the entry probationary period shall begin a new probationary period if reemployment by the District.

5.1.2 Promotional Probationary Period

A permanent unit member promoted to a higher classification shall serve a three month probationary period in the higher classification. At its option and discretion, the District may extend the promotional probationary period for an additional three month period. No promotional probationary period shall be extended beyond six months of active service.

If a unit member fails to satisfactorily complete the promotional probationary period, the unit member shall be reassigned to a position in the classification from which the unit member was promoted.

5.2 Definition: Permanent Unit Member

A permanent unit member has satisfactorily completed the entry probationary period in a classification.

5.3 Frequency of Evaluation

- 5.3.1 A permanent unit member shall be evaluated at least once every other year unless the unit member's performance is unsatisfactory or needs improvement, in which case the unit member may be evaluated more often until the District determines that the unit member's performance has improved or until the District initiates dismissal proceedings.
- 5.3.2 A newly hired unit member shall be evaluated at least three times during the entry probationary period.
- 5.3.3 A promotional probationary unit member shall be evaluated at least once during the promotional probationary period.
- 5.3.4 A unit member shall be evaluated at least once during the year after he or she successfully completed a promotional probationary period.
- 5.3.5 A permanent unit member who has transferred to a different work site shall be evaluated at least once during the first year after the transfer.

5.4 Evaluation Procedures: Generally

- 5.4.1 At the beginning of each school year, the evaluator will hold a group conference to discuss expectations and concerns applicable to all unit members include in the group meeting. The evaluator may hold separate, private conferences to discuss any concerns and expectations applicable to only individual unit members. Usually within six weeks of the time a new evaluator becomes responsible for a unit member, the evaluator's expectations with the unit member.
- 5.4.2 The evaluation shall be in writing on forms authorized by the District and developed jointly by the District and CSEA. (Appendix B.)
- 5.4.3 An evaluation conference shall be scheduled between the unit member and the evaluator for the purpose of clarifying and reviewing the evaluation. The evaluation form shall be signed by the evaluator and the unit member and shall be filed in the unit member's personnel file. The unit member shall retain a signed copy of the evaluation form. The unit member's signature does not signify agreement, but only signifies that the unit member has read the evaluation and has been advised of the opportunity to attach a written

response, which shall be attached to the evaluation in the unit member's personnel file.

5.4.4 If the unit member expresses an intent to the evaluator to respond to an evaluation in writing, the evaluation shall not be placed in the unit member's personnel file until the unit member has had the opportunity to respond in writing to the evaluation or 30 calendar days have passed, whichever comes first.

5.4.5 Nothing in this Article shall be construed to allow for the content of any evaluation to be subject to the grievance procedure.

5.4.6 Hearsay shall not be used as a basis for evaluation without supportive evidence.

5.5 Evaluation Procedures: Unsatisfactory Evaluations

5.5.1 If the evaluator determines that the unit member's performance is unsatisfactory and checks, "unsatisfactory" on the evaluation form, the unit member shall not be eligible for a step increase or longevity increase. The evaluator shall give specific reasons in writing as to why the unit member is deemed ineligible for a step/longevity increase.

5.5.2 The unit member shall have an automatic appeal to the Human Resources Director, who will review every recommendation for withholding a step or longevity increase, the unit member has the right to CSEA representation in the appeal, upon request.

5.5.3 The District will provide CSEA with written notice of every recommendation to withhold a step or longevity increase.

5.5.4 Any unit member who receives an unsatisfactory evaluation will be given a written remediation plan for improvement and shall be re-evaluated after three months, at which time the unit member shall receive the step or longevity increase if performance is satisfactory. If the second evaluation is unsatisfactory, the unit member will be reevaluated after three months. If the third evaluation remains unsatisfactory, the unit member will be denied step or longevity increase for the remainder of the evaluation year.

5.5.5 Nothing in this Article shall preclude the District from taking separate disciplinary action pursuant to Article 14 of the contract and District policy.

ARTICLE 6: PERSONNEL FILE

- 6.1 Each unit member's personnel file shall be maintained at the District Central Administration Office.
- 6.2 All personnel files shall be kept in confidence and access to personnel files shall be limited to other District employees and representative when necessary in the administration of the District's business or supervision of the unit member, the unit member, or the unit member's representative who has written authorization from the unit member, or as otherwise required by law.
- 6.3 A unit member shall be provided with copies of any derogatory written material 10 workdays before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to the material.
- 6.4 A unit member shall have the right, at reasonable times when the unit member is not actually required to render services to the District, to examine the unit member's personnel file with the exception of ratings, reports, or records that: (1) were obtained prior to the employment of the unit member involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination. The unit member may, however, have access to the unit member's numerical scores obtained as a result of a written examination that is not covered by the circumstances described in (1) through (3) above. The unit member may obtain copies of examined materials from the unit member's personnel file, subject to reasonable costs established by District policy.

ARTICLE 7: SAFETY

7.1 Protective Clothing

- 7.1.1 The District will reimburse unit members up to \$150 per year (July 1 - June 30) for the purchase of steel-toed footwear. The District will designate a store in the Gilroy area where unit members may purchase steel-toed footwear on a District purchase order for up to \$150 per year. This may apply to the following classifications: Custodian Classes, Pool Maintenance Technician, Warehouse Person, Maintenance Worker, Sprinkler Technician, Skilled Trades Worker, Grounds Worker Classes, Mechanic Classes, Service Person

and Delivery Driver. All employees in these classifications shall wear steel-toed footwear on the job.

- 7.1.2 In Addition, the District agrees to provide equipment, clothing, or gear necessary to reasonable ensure the safety of the bargaining unit members or others. The District may require bargaining unit members to wear identifiable clothing or use District-provided equipment or gear necessary to ensure the safety and security of unit members and school sites. Unit members will be responsible for laundry and upkeep of District-issued clothing, unless the District provides uniform service.

7.2 Safety

- 7.2.1 Unit members shall not be required to perform tasks or work under conditions that endanger their health or safety. A unit member noting such conditions shall report the conditions to the principal or site administrator as soon as possible.
- 7.2.2 After determining that an unsafe condition exists, the District will remedy any reported unsafe working conditions immediately after the condition becomes known or, if unable to remedy the situation, the unit members shall not be required to work in the unsafe area until the situation is remedied. Unit members shall immediately report to their principal or immediate supervisor cases of assault and/or battery, or cases of verbal abuse, which in the unit member's judgment constitute a potentially hazardous situation. The principal or immediate supervisor shall immediately take appropriate actions and in the case of assault and/or battery shall report the incident to the police.
- 7.2.3 Unit members who accompany police/fire/bomb squad personnel and a school site administrator on bomb threat inspections of the school grounds and facilities shall do so for the purposes of observation and identification only. Unit members shall receive training from qualified police/fire/bomb squad personnel prior to performing such duties.
 - 7.2.3.1 The District will select at least one unit member from each school site to receive bomb threat training. The District will first seek volunteers to receive this training. If the District does not receive appropriate volunteers for this purpose, the District may designate at least one custodian, campus supervisor, or maintenance worker per site, and require them to receive the training. The District will

provide additional or refresher training to unit members if the District determines such training is appropriate after consulting with CSEA and qualified police/fire/bomb squad personnel.

7.2.3.2 After a unit member has received bomb threat training, the District may require the unit member to accompany police/fire/bomb squad personnel on bomb threat inspections.

7.2.3.3 Whenever the District requires a unit member to accompany a law enforcement officer or bomb squad member to search a school site in response to a bomb threat, the unit member shall be paid \$100 hazard pay for each separate search deployment.

7.2.4 CSEA shall select a representative to serve on the District's Safety Committee. By July 1 of each year, CSEA shall provide the Maintenance and Operations Manager with written notice of the CSEA representative who will service on the Safety Committee for that year.

7.3 Tools and Equipment

7.3.1 The District will provide all tools and supplies the District deems necessary for the performance of employment duties with the exception of mechanical tools.

7.3.2 If a bargaining unit member is required to provide tools, the District will provide a safe place to store the tools and will reimburse the unit member for loss from theft or breakage in cases where the unit member's own negligence did not contribute to the loss.

ARTICLE 8: PROFESSIONAL GROWTH

8.1 At the request of either CSEA or the District, the joint CSEA/District Professional Growth Committee will be convened to review the guidelines for professional growth credit.

8.2 Eligibility for Professional Growth Program

To be eligible for the Professional Growth Program, a unit member must be regularly employed, working 20 hours, or more per week (four hours daily). The first Professional Growth Increment can be earned at any time after completion of a satisfactory review of the unit member's probationary period. Approved classes may be started during the probationary period.

8.3 Professional Growth Increment

Increments for professional improvement in the amount of \$300 for college semester units and \$225 for other units may be granted an eligible unit member for every nine units approved, earned, and verified as completed. Such increments may be granted beginning with the fiscal year following the earning of nine units. The increments shall be paid on the January payroll cycle. A unit member can earn no more than one increment per year (nine units) with a maximum of seven increments, (63 units). Units may be accumulated toward the increment; however, credit will be given for a total of nine units only per year.

8.4 Evaluation Guidelines

8.4.1 Professional Growth is a joint enterprise between the District and individual unit members. Therefore, prior planning is necessary if the program is to be beneficial to all concerned.

8.4.2 Course work relating directly to the unit member's classification and/or assignment will be counted.

8.4.3 Courses or workshops that will broaden the unit member's opportunity for promotion or advancement within the District will be counted.

8.4.4 Courses specifically designed to improve the unit member's reading, writing, listening, and speaking skills will be counted.

8.4.5 Courses designed to provide awareness and understanding of minority cultures prevalent in the Gilroy community will be counted.

8.4.6 In general, a physical fitness course will not be approved unless it can be demonstrated the course applies to the unit member's classification and or assignment.

8.4.7 Courses necessary to acquire a diploma, credential, or certificate of license, and related to the unit member's assignment within the District, will be counted. Courses necessary to maintain a position will not be considered.

8.5 Units towards a Professional Growth Increment may be earned through participation in any of the following:

8.5.1 College or University Courses

Quarter units will be converted to semester units on a basis of 3:2, for example: 3 quarter units = 2 semester units.

8.5.2 Adult Education Courses

Credit for Adult Education courses are as follows:

- 8.5.2.1 Defined by Adult Education Department under guidelines of 15 hours = 1 semester unit.
- 8.5.2.2 Credit for classes in special training schools, District courses, etc. will be as follows:

One semester unit for each 15 hours of class work, or as defined by the institution and evaluated by the supervisor.

Total Hours in Adult Education Courses	Professional Growth Units Granted
10 – 14 hours	½ unit
15 – 20 hours	1 unit
21 – 30 hours	1 ½ units
31 – 40 hours	2 units
41 – 50 hours	2 ½ units

- 8.5.3 District-approved Conferences, Workshops, Projects, In-Service Training, and Programs. Credit will not be given for in-service activities held during the unit member's work hours.
- 8.5.4 Membership on standing committees and/or other professional organizations approved by the Professional Growth Committee and directly related to the unit member's area of employment. Units will be prorated on the following basis:

Total Hours On Committees and/or Other Professional Organizations	Professional Growth Units Granted
5 hours = 1/3 unit	12 hours = 2/3 unit
8 hours = 1/2 unit	15 hours = 1 unit

Nine units may be earned toward an increment through a combination of the areas listed above.

8.6 Procedures

8.6.1 Approvals are valid only for the semester/quarter requested. If an applicant wishes to take course at a later time, a new approval must be submitted.

8.6.2 It is the unit member's responsibility to apply for Professional Growth credit and verify completion of course work with the District Personnel Department.

8.6.3 Approval of courses to be taken will be submitted to the unit member's supervisor for his/her recommendation. It is the unit member's obligation to show to the supervisor and the Professional Growth Committee that it will be beneficial to the employee and also to the District.

8.6.4 A unit member who is promoted shall receive the regular promotional salary placement plus Professional Growth increments earned. A Professional Growth increment, once earned, shall be retained.

8.6.5 Courses must have been taken since July 1, 1974, or the beginning date of employment with the District, whichever is the latest date.

8.6.6 A grade of "C" or better is required for credit to be granted. A course must be successfully completed before any credit for the course is allowed. In ungraded courses, classes, or workshops, the instructor must verify (in writing) successful completion of the course requirements.

8.6.7 Grade cards or transcripts covering work completed the preceding school year (also summer classes) to fulfill requirements for the Professional Growth increment must be completed and on file in the District Personnel Office no later than October 15.

8.6.8 Verification of all completed professional growth units covering work completed the preceding school year (also summer classes) to fulfill requirements of the Professional Growth Increment must be completed and on file in the Human Resources Department no later than October 15.

8.6.9 Approval or disapproval of Professional Growth courses and/or units will rest with the Professional Growth Committee. The Director of Personnel or designee may approve or disapprove units in emergency situations subject to the review of the Professional Growth Committee.

- 8.6.10 Bargaining unit members may request reasons for denial of Professional Growth Credit. If the bargaining unit member requests, the reason shall be submitted to the bargaining unit member in writing.

ARTICLE 9: COMPENSATION AND WORK YEAR

9.1 Salary Schedule

Unit members shall be paid accordingly to the salary schedule and the rates established for each class. Ranges for all bargaining unit positions are shown in the Salary schedule. The Salary Schedule is attached and incorporated into this Agreement as Appendix C.

9.1.1 Movement On The Salary Schedule

Effective July 1 of each fiscal year until the unit member has reached the top step of the appropriate range; the District shall move eligible unit members to the next step of the salary schedule. To be eligible for July 1 movement on the salary schedule, a 9-month unit member must be employed on or before January 1 of the current school year, a 10-month or 11-month unit member must be employed on or before December 31 of the current school year, and a 12-month unit member must be employed on or before November 24 of the current school year.

9.1.2 Initial Placement At Time of Employment

Unit member may receive credit for previous work experience. To receive credit for work experience:

- 9.1.2.1 The unit member must have served at least nine months in a calendar year, in the previous position for salary placement beyond step one of the classification range.
- 9.1.2.2 The experience must be closely related to the position for which the candidate is employed.
- 9.1.2.3 The experience must be designated as successful by the prior supervisor.
- 9.1.2.4 Experience must be within the past five years.
- 9.1.2.5 Experience must be verified and will only be credited at the time of employment.

- 9.1.2.6 One year of credit shall be given for each year of approved experience up to a maximum of three experience steps.

9.2 Improvements To Salary Schedule

9.2.1 2017-2018 School Year

A salary schedule increase of 2% retroactive to July 1, 2017, was negotiated and ratified.

2018

A salary schedule increase of 2% retroactive to January 1, 2018

2019

A salary schedule increase of 2% effective January 1, 2019

9.2.2 Retroactive Improvements

Retroactive pay increases shall only be paid to unit members who are in active, paid status on the date of ratification by the Governing Board.

9.3 Payroll Warrants

The District shall itemize payroll warrants to show voluntary and statutory deductions as well as any overtime paid over the base monthly pay. The District shall correct payroll errors and issue a supplemental payment to the unit member within 5 days following the District's determination that an error was made.

9.3.1 Payroll Warrants for 12-Month Unit Members

The District shall pay unit members monthly, and the payroll warrant shall be available for unit members on the last day of the month that the District office is open for business.

9.3.2 Payroll Warrants For 11-Month Unit Members

On the last working day of each month beginning in August and ending in June of each fiscal year, the District shall issue a payroll warrant for 11-month unit members.

9.3.3 Payroll Warrants For Less Than 11-Month Unit Members

To the extent possible, unit members working less than 11 months per year shall be paid in 11 payments. Each fiscal year, the District shall issue a work schedule for each classification/position covered by this section. Examples of the work schedule described in this section are attached as Appendix D.

9.3.3.1 August Payroll Warrants

On the last day of August of each fiscal year, the District shall pay each unit member scheduled to work during August for the actual days and hours or work performed during August.

9.3.3.2 September – June Payroll Warrants

Pay for the months of September – June of each fiscal year shall be paid in 10 equal payments. Examples of the calculation methodology described in this section are included in Appendix C (Salary Schedule).

The 10 equal payments shall be calculated as follows:

Steps	REQUIRED CALCULATION
Step 1	Calculate the annual days paid Add the current earned vacation days to the number of paid days listed in Subsection 9.3.3.3 Note: See Section 12.1.1 for the amount of earned vacation days

Step 2	Calculate The Annual Paid Hours Multiply the number of paid days by the scheduled daily hours.
Step 3	Calculate the Salary Schedule Due For September-June Multiply the annual paid hours by the appropriate hourly rate. Include longevity and appropriate premium pay or shift differential.
Step 4	Calculate The 10 Equal Payments Divide the salary due by 10 payments.

9.3.3.3 Calculation Of Paid Days: Work scheduled based on the instructional calendar and the paid work days will not be less than the days indicated below:

Classification	Paid Days
Staff Secretary I Staff Secretary II School Office Clerk I School Office Clerk II School Office Clerk III Office Assistant	212 paid days (196 workdays + 16 holidays)
School Office Clerk II (Health) Library Clerk I Library Clerk II Library Clerk III School/Community Liaison Attendance Liaison	199 paid days (196 workdays + 16 holidays)
Food Service Assistant Food Service Assistant (Ovens) Satellite Kitchen Operator Cook Delivery Driver	199 paid days (196 workdays + 16 holidays)
Campus Supervisor	199 paid days (196 workdays + 16 holidays)
School Bus Driver	199 paid days (196 workdays + 16 holidays)

9.4 Deductions Of Overpayments

In the event the District, regardless of fault, erroneously overpays a bargaining unit member, the District shall deduct from that bargaining unit member's regular pay check(s) the full amount of the overpayment. The District shall recover the overpayment by deducting from the unit member's regular pay check either the full amount of the overpayment or 10% of the unit member's gross salary, whichever is less. The District shall continue the overpayment deductions for as many consecutive pay periods as necessary until it recovers the full overpayment. The District shall not begin recovering the overpayment by payroll deduction until it has given the unit member 30 days written notice of the details of the overpayment, the amount of the overpayment, and the recovery schedule. The unit member may request that the District deduct the full amount of the overpayment from the unit member's next regular paycheck.

9.5 Direct Deposit Options

A direct deposit option is available to all unit members. Each unit member must arrange direct deposit by working with the District's Payroll Department. Each unit member is responsible for completing, signing, and returning the mandatory forms to the District's Payroll department. All payroll direct deposit receipts will be mailed to the unit members mailing address on file on each payday.

9.6 Deferred Pay Options

As permitted by Education Code Section 45165, a unit member employed less than 12 months per fiscal year may elect the deferred pay option. If a unit member elects the deferred pay option, the District shall withhold the appropriate amount from each payroll warrant and shall issue payroll warrants in July and August of the next fiscal year. After a unit member has elected the deferred pay option, the unit member has no right to revoke the option during the fiscal year. Prior to the next fiscal year, the unit member may revoke the election of the deferred pay option. Each unit member has the responsibility to complete, sign, and return the required forms to the District's Payroll Department.

9.7 State Disability Insurance

At no cost to the District, the District shall deduct State Disability Insurance ("SDI") from payroll warrants. When a bargaining unit member qualifies for SDI benefits, the District shall coordinate the SDI benefits with the unit member's sick leave. Because the District is coordinating the SDI and sick leave benefits, the unit member must submit all SDI payments to the District Human Resources Office. The unit member shall endorse any and all SDI checks as payable to the District. Although the District Human Resources Office has SDI forms available, the unit

member is responsible for requesting an application or other forms from the Human Resources Office.

9.8 Expense Warrants

Unit members shall be reimbursed by a separate bill warrant for the unit member's authorized meals, lodging, and/or mileage expenditures. Any such expenses must be authorized by the Superintendent. Reimbursement for authorized mileage shall be at the rate established by the Internal Revenue Service.

9.9 Longevity

<u>Entitlement To Longevity</u>	<u>Total Percentage</u>
After 8 years of service, 3% increase in salary.	3%
After 11 years of service, 3% of increase in salary.	6%
After 14 years of service, 3% increase in salary.	9%
After 17 years of service, 3% increase in salary.	12%
After 20 years of service, 3% increase in salary.	15%
After 23 years of service, 3% increase in salary.	18%

Longevity increases may be withheld for unsatisfactory performance in accordance with the procedures in Section 5.5.

9.9.1 Restructure Of Compounding

Effective July 1, 1999, compounding of longevity increments shall continue until the next longevity increment is earned,. Unit members who moved up in longevity on or before July 1, 1999, shall retain their step increase. They shall also retain their compounding until they move to the next step. Unit members receiving longevity above 23 years based on the 1998/99 salary schedule will be frozen on the longevity schedule, effective July 1, 1999. Unit members receiving longevity above 23 years shall retain compounding.

9.10 Bilingual Stipends

Effective July 1, 2007, the District shall pay a bilingual stipend of \$50 per month to full-time (eight hours per day) unit members in positions listed below who pass a District-selected evaluation of bilingual skills in Spanish. For part-time unit members, the \$50 per month stipend shall be prorated according to the unit member's hours worked per day. For example, for a part-time unit member working four hours per day, the stipend shall be \$25 per month, and for a part-time unit

member working six hours per day, the stipend shall be \$37.50 per month. The bilingual stipend acknowledges an eligible unit member's use of Spanish

Language fluency in the unit member's regularly assigned job duties. Unit members receiving a bilingual stipend shall not be required to use their bilingual skills outside of their regularly assigned job duties.

Unit members serving in the following positions and worksites shall be eligible for bilingual stipends under this section:

Program/Location	Classification
Elementary	<ul style="list-style-type: none">✓ School Secretary✓ School Office Clerk III (Attendance)
Secondary: 6 th – 8 th Grades	<ul style="list-style-type: none">✓ School Office Coordinator✓ Staff Secretary I✓ Attendance Liaison
High School:	<ul style="list-style-type: none">✓ Staff Secretary I✓ School Office Clerk✓ Attendance Liaison
Continuation High School:	<ul style="list-style-type: none">✓ School Secretary✓ Attendance Liaison
Health Services:	<ul style="list-style-type: none">✓ School Office Clerk II
District Office:	<ul style="list-style-type: none">✓ Senior Staff Secretary (Enrollment)✓ Senior Staff Secretary (Special Education)✓ Office Assistant (Special Education)✓ Senior Staff Secretary (State & Federal Programs)✓ Accounting Technician (Food Service)✓ Receptionist
Transportation	<ul style="list-style-type: none">✓ Dispatcher/Secretary

9.11 Call-In/Call-Back/Standby

- 9.11.1 Any bargaining unit member called into work at a time they are not scheduled to work shall receive a minimum of two hours pay at the rate of one and one-half times the regular rate of pay, providing that the unit member has already worked a full eight hour day under the Agreement.

9.11.2 Call-Back/Call-In time as used in this section means time a unit member is required to report to work prior to or after their regular shift. It does not apply to continuous extension of regular part-time assignment.

9.11.3 When a bargaining unit member is directed to be on stand-by status during his/her off –duty hours, he/she will be compensated at the rate of \$5 per hour for the time designated.

9.12 Compensation For Work Out Of Classification

When a unit member is required to work out of class in a higher classification for a period of more than five working days in one year calendar period, the unit member's salary shall be adjusted upward by five percent or adjusted to Step 1 of the higher classification, whichever is greater, for the entire period the unit member is required to work out of classification.

9.13 Reclassification

Proposed reclassifications shall be submitted during the month of April of each year to be effective on the following July 1. Each proposal shall include a copy of the current job description, a description of the additional duties being performed, and the proposed range.

9.14 Specifically Funded Employees

Specially funded workers shall only be assigned supplementary work and shall not be used to displace bargaining unit assignments.

9.15 Calendar Advisory Committee

CSEA may appoint one bargaining unit member to the District-wide calendar committee.

ARTICLE 10: HEALTH AND WELFARE BENEFITS

October 3, 2018: The District agrees to increase the District contribution to Health and Welfare benefits as outlined in the attached pages effective January 1, 2020t

10.1 Medical Insurance

10.1.1 Medical Insurance Contributions

The District shall contribute up to the maximum amounts listed in the attached documents (tenthly) toward the cost of health benefits for each full-

time member. Unit members electing coverage with a cost greater than the listed amounts shall have the difference deducted automatically from the unit member's pay. The maximum District contributions shall be as follows:

10.2 Unit Member Payments

Unit member paid benefits shall be prorated over a 10-month period to eliminate any double deduction during the months of May and June.

10.3 Dental Insurance Contributions

The District shall contribute up to the maximum amount of \$113.74 per month (tenthly) toward the cost of family dental insurance premiums for each unit member.

10.4 Vision Insurance Contributions

The District shall contribute up to the maximum amount of \$20.73 per month (tenthly) toward the cost of premiums for family coverage in the 12.12.24 plan for each unit member.

10.5 Insurance

The District shall pay prorated life insurance (Accidental Death and Dismemberment/Term Life) premiums for bargaining unit members as follows:

8 hours	\$10,000 coverage
6-7 hours	\$5,000 coverage
4-5 hours	\$2,500 coverage

10.6 Insurance Carriers

By mutual agreement, the District and CSEA may agree to change the providers/carriers for medical, dental, vision, life insurance, and employee assistant programs. Because insurance carriers may change offered plans and medical, dental, vision, and employee assistant plans are contingent upon the availability of the plan, the District shall not be required to provide specific insurance coverage and shall only be required to make the premium contributions required by this Article 10. If a carrier stops offering a plan or a specific provision, the District and CSEA shall meet as soon as possible after receiving notice of the plan's termination to negotiate alternative plans.

10.7 Part-Time Unit Members

The District shall make prorated medical contributions for part-time unit members who are employed at least four hours per day. The District's contributions shall be prorated as follows:

10.7.1 For Unit Members Hired On Or Before June 30, 1995

The maximum District contribution shall be \$960, prorated according to the unit member's hours worked per day plus fifteen percent (15%). If the unit member is enrolled in single or two-party coverage, the District contribution shall not exceed \$372.04 for single or \$744.08 for two-party coverage. No unit member shall be entitled to more District contribution than a full-time unit member enrolled in the same coverage.

10.7.2 For Unit Members Hired On Or After July 1, 1995

The maximum District contribution shall be \$960, prorated according to the unit member's hours worked per day. If the unit member is enrolled in single or two-party coverage, the District prorated contribution shall not exceed \$372.04 for single, or \$744.08 for two-party coverage. No unit member shall be entitled to more District contribution than a full-time unit member enrolled in the same coverage.

10.8 Unit Members On Leave

To the extent permitted by the insurance carriers, the District shall allow all unit members on an approved leave of absence to remain a member in the insurance group (when permitted by the carriers). Unit members on leave of absence shall pay the total premium and send the remittance to the District Office by the fifth working day of each month. The District shall accept quarterly payments instead of monthly payments.

10.9 Retired Unit Members

Retired unit members may purchase group insurance through the District; however, retired unit members may be placed in a separate pool. Retired unit members shall pay the total premium and send the remittance to the District Office by the fifth working day of each month. The District shall accept quarterly payments instead of monthly payments.

10.10 Medical Examination Fee

On an annual basis, the District agrees to pay any increased cost in the District doctor's medical examination fee.

10.11 Internal Revenue Code 125 Plans

The District and CSEA agree to offer unit members an Internal Revenue Code Section 125 Plan. At their option, unit members may elect to participate in the IRC Section 125 Plan. The District and CSEA will work collaboratively to increase knowledge and use of the IRC 125 plan.

10.12 Health And Welfare Benefits Committee

The District and CSEA agree to establish a Joint Labor-Management Health and Welfare Benefits committee to investigate health and welfare benefits and advise the District and CSEA. CSEA shall appoint up to three representatives to the Committee, and the District shall appoint up to three representatives. The Health and Welfare Benefits committee shall make advisory recommendations to the District and CSEA no later than May 1 of each school year.

ARTICLE 11: LEAVES

11.1 Sick Leave

11.1.1 Leave of Absence For Illness Or Injury

A bargaining unit member employed five days a week shall be granted 12 days leave of absence for illness or injury, exclusive of all days he/she is not required to render to the District, with full pay for a fiscal year of service.

11.1.2 A bargaining unit member employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of 12 days leave of

absence for illness or injury as the number of months he/she is employed bears to 12.

- 11.1.3 A bargaining unit member employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five. When such unit members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of level of absence for illness or injury to which they are entitled.
- 11.1.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 11.1.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave 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 days until the first day of the calendar month after completion of six months of active service with the District.
- 11.1.6 If a unit member does not take the full amount of leave allowed in any year under this section, the amount to be taken shall be accumulated from year to year.
- 11.1.7 Bargaining unit members absent due to illness or injury must follow procedure established by their appropriate supervisor to notify their department of their intent to be absent and the nature of their illness or injury.
- 11.1.8 Bargaining unit members absent due to surgery, serious injury, or illness, or absent for more than five consecutive assigned workdays, shall be required to submit a medical release to their immediate supervisor prior to being permitted to return to work. Bargaining unit members utilizing six sick leave days in an eight month period or having an established pattern of sick leave, and having been advised by their appropriate supervisor, may be periodically required at the discretion of their appropriate supervisor to provide medical statements on forms supplied by the District with any medical costs to be borne by the District.
- 11.1.9 Bargaining unit members shall be required to submit to medical examinations, at District expense and, at the District's discretion, if a question of medical fitness to perform duties adequately exists. If the findings are detrimental to

the bargaining unit member's employment, the bargaining unit member may seek an evaluation by a physician selected by the unit member and aid for by the District. If the medical opinions differ, a third physician will be selected by the District and the unit member, and paid for by the District. The third physician's opinion will be binding on both parties.

- 11.1.10 A new employee reporting to work after the eleventh working day of the month shall not earn sick leave until the following month. A unit member absent without pay for more than 10 working days in any month shall not earn sick leave credit for that month.

11.1.11 Positive Attendance Incentive

Sick leave days accumulated under section 11.1 and not used shall be convertible to cash payoff at the rate of twenty-five (25%) percent for such unused days upon a unit member's resignation unless the unit member opts to save his/her sick leave to use toward retirement credit. This positive attendance incentive does not apply to involuntary termination, resignation in lieu of dismissal, or layoff for employment. Sick leave payoff upon resignation will not be made to any unit member who resigns in order to accept employment as a classified employee in another school district or county office of education inasmuch as the provision of the Education Code requires that accumulated sick leave be transferred.

11.2 Entitlement To Other Sick Leave

- 11.2.1 After all accrued sick leave and/or industrial accident or illness leave is exhausted, the unit member, upon presentation of medical verification of inability to work, may be entitled to other differential sick leave compensation. If the unit member's sick leave is exhausted, the unit member shall be paid the difference between the unit member's rate of pay and the amount that is actually paid to a substitute, if a substitute is employed for the balance of 100 days or five consecutive months. The five months or the 100 days begins on the first day of illness and includes days of sick leave taken pursuant to section 11.1. Any days accumulated pursuant to 11.1.6 may expand the five month period or 100 working days in a fiscal year, to the extent the unit member's accumulated sick leave exceeds 100 days. If the absence exceeds all available sick leave, the unit member shall be placed on a reemployment list for a period of 39 months.

11.3 Pregnancy Disability

- 11.3.1 Unit members are entitled to use sick leave as set forth in Section 11.1 (Personal Illness – Sick Leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefore on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
- 11.3.2 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. However, the District Management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.
- 11.3.3 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery therefore when sick leave as set forth in Section 11.1 (Personal Illness – Sick Leave) has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, the District Management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.
- 11.3.4 In the event of conflicting medical findings, a physician mutually agreeable to both parties will evaluate the unit member and render a third opinion. The determination of eligibility for leave and this Article will be based on the third physician's finding. Cost of the final evaluation will be borne by the District.
- 11.3.5 The unit member on leave for pregnancy disability shall be entitled to return to the original position if the unit member returns within six months.

11.4 Personal Necessity Leave

- 11.4.1 Seven days of absence allowed for sick leave may be used by the unit member, upon prior approval, in case of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature

that the unit member cannot reasonably be expected to disregard, that necessitate immediate action, and that cannot be taken care of after work hours or on weekends, which could include the adoption of a new child.

- 11.4.2 Bargaining unit members shall submit a complete “Request of Leave” form in triplicate to their immediate supervisor normally within four working days before the requested leave. The immediate supervisor will verify the request for leave and forward the form to the District Personnel Office for action. Copies advising the unit member of the District’s decision will be returned to the unit member and to the unit member’s immediate supervisor.
- 11.4.3 Personal Necessity Leave may be used for appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction not brought about by the misconduct of the unit member but not in cases where the District is a party.
- 11.4.4 Bargaining unit members will not be required to secure advance permission for a leave taken for any of the following reasons:
 - 11.4.4.1 Death or serious illness of a member of a unit member’s immediate family (as defined in Article 11.5.1)
 - 11.4.4.2 Accident involving the bargaining unit member’s person or property, or the person or property of a unit member’s immediate family (as defined in Article 11.5.1).
 - 11.4.4.3 Unavoidable absence – absence due to causes beyond unit member’s control such as those caused by natural disaster, storm, flood, or other acts of God.
- 11.4.4 However, the unit member must submit a completed “Request of Leave” form in triplicate to the unit member’s immediate supervisor within five working days after returning to duty.
- 11.4.5 Personal Necessity Leave is allowed upon the approval of the Director of Human Resources or designee.

- 11.4.6 Personal Necessity Leave is not allowed for any of the following: Attendance at or participation in functions or activities that are primarily for the unit member's pleasure, amusement, or personal convenience; the extension of the holiday or vacation period; accompanying a spouse on a trip; seeking or engaging in other employment; engaging in a strike, demonstration, picketing, lobbying, rally, campaigning, or political activity, or any activity or action against the District to take examinations or engage in other activities related to advanced training.

11.5 Bereavement Leave

- 11.5.1 The District agrees to grant necessity of absence with pay at the unit member's regular rate of pay not to exceed three days, or five days if more than 300 miles of travel is required, on account of the death of any member of the unit member's immediate family. Members of the immediate family shall mean: the mother, father, step parent, grandmother, grandfather, aunt, uncle or a grandchild of the employee or spouse of the unit member; and the spouse, son, son-in law, daughter, daughter-in-law, step child, brother, sister, brother-in-law or sister-in-law of the unit member or any relative living in the unit member's immediate household.

- 11.5.2 Bargaining unit members may be granted leave for one or two days without pay if out-of-state travel is required due to the death of any relative not described as immediate family.

11.5.3 Verification Of Bereavement Leave Upon Return From Leave

Bargaining unit members shall be required to complete a leave verification form provided by the District and provide such proof of eligibility for bereavement leave benefits as the District may require.

11.6 Industrial Accident And Illness Leave

- 11.6.1 Bargaining unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of 60 working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial Accident or Illness Leave will commence on the first day of absence.

- 11.6.2 Payment for wages lost on any day shall not, when added to an award granted under the worker's compensation laws of the state, exceed the normal wage for the day. Industrial Accident and Illness Leave will be reduced by one day for each day of authorized absence, regardless of the worker's compensation award. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the unit member shall be entitled to only the amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.
- 11.6.3 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will be used. If, however, a unit member is still receiving temporary disability payment under worker's compensation at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available sick leave and vacation leave, which, when added to the workers' compensation award, provided for a day's pay at the regular rate of pay.
- 11.6.4 Absences under this section 11.6 shall not be considered a break in the unit member's service.
- 11.6.5 During all paid leave absences, whether Industrial Accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the Governing Board, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payments of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 11.6.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the bargaining unit member is not medically able to resume the duties of his/her position, the bargaining unit member shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available during the 39 month period, the bargaining unit member shall be employed in a vacant position in the class of the bargaining unit member's previous assignment over all other available candidates except for reemployment list established because of

lack of work or lack of funds, in which case, the bargaining unit member shall be listed in accordance with appropriate seniority regulations.

11.7 Leave of Absence Without Pay

11.7.1 After completing three years of continued employment, a permanent bargaining unit member may be granted a Leave of Absence Without Pay. All requests for unpaid leaves that are filed correctly and approved by the unit member's supervisor will be forwarded to the Board of Education for approval

11.7.1.1 The unit member shall submit the request for such leave to his/her immediate supervisor at least 20 days before the date on which the leave is to commence. The request shall be in writing and shall include a statement as to the dates the unit member wish to begin and end the leave, and shall include a statement supporting the request.

11.7.1.2 Leave of Absence Without Pay shall not extent beyond the current fiscal year of the request. (July 1-June 30).

11.7.1.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Site Administrator/Program Manager when considering the scheduling and replacement problems of the site/program.

11.7.1.4 The granting of a Leave of Absence Without Pay provides the unit member:

11.7.1.4.1 the right to return to the position held at the time of the request, provided the unit member is physically and legally capable of performing the duties;

11.7.1.4.2 all previously accumulated sick leave;

11.7.1.4.3 salary schedule placement based on the number of years of service accumulated at the time of the request, include longevity;

11.7.1.4.4 seniority benefits appropriate to the number of years of service accumulated at the time of the request; and

- 11.7.1.4.5 professional growth increments appropriate to the number of increments earned at the time of the request.

11.8 Leave Of Absence Without Pay/Personal Health Or Hardship

11.8.1 Permanent bargaining unit members may be granted a Leave of Absence for reasons for personal health or hardship. All requests for unpaid leaves that are filed correctly and approved by the unit member's supervisor will be forwarded to the Board of Education for approval.

11.8.1.1 The unit member shall submit the request to his/her immediate supervisor for such leave normally at least 20 days before the date on which the leave is to commence. The request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave and shall include a statement or statements supporting the unit member's request.

11.8.1.2 Personal Health or Hardship Leave shall not extend beyond the current fiscal year of the request. The leave shall run concurrently with Unpaid Family Care Leave (Section 11.13), when applicable. For example, if an eligible unit member takes leave to care for a spouse with a serious health condition, the unit member may apply for both unpaid family care leave and personal health and hardship leave. The first 12 weeks, both leaves shall run concurrently, and the unit member may remain on personal health and hardship leave without pay or benefits for up to the end of the current fiscal year of request. The Family Care Leave shall not be limited to the current fiscal year.

11.8.1.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Site Administrator/Program Manager when considering the scheduling and replacement problems of the site/program.

11.8.1.4 The granting of a Leave of Absence Without Pay/Personal Health or Hardship provides the unit member:

11.8.1.4.1 the right to return to the position held at the time of the request, provided the unit member is physically and legally capable of performing the duties;

- 11.8.1.4.2 all previously accumulated unused sick leave;
- 11.8.1.4.3 salary schedule placement based on the number of years of service accumulated at the time of request, including longevity;
- 11.8.1.4.4 seniority benefits appropriate to the number of years of service accumulated at the time of the request; and
- 11.8.1.4.5 professional growth increments appropriate to the number of increments earned at the time of the request.

11.9 Jury Duty

- 11.9.1 The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regular assigned working hours. Unit members so called for jury duty must notify the District of service dates(s) upon receiving said notice from Office of the Court. The District shall pay the unit member the difference, if any between the unit member's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

11.10 Military Leave

- 11.10.1 Bargaining unit members shall be entitled to Military Leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of Military Leave. Bargaining members shall be required to request Military Leave in writing and, upon request, to supply the District with copies of "Orders" and status report.
- 11.10.2 Bargaining unit members on temporary Military Leave shall be paid their normal salary for up to 30 calendar days while engaged in the performance of ordered military duty. Military leave beyond 30 days is unpaid. Unit members are not entitled to paid Military Leave for weekend drills required of members of the Reserves.

11.10.3 When a unit member has a choice, the unit member shall take his/her reserve duty at a time convenient to the District.

11.11 Family Illness Leave

11.11.1 Bargaining unit members may be allowed three days per year without loss of pay for serious illness or accident to members of their immediate family.

11.11.2 Serious illness or accident is defined as follows:

11.11.2.1 illness or accident where death is imminent;

11.11.2.2 illness or accident that is likely to result in permanent disability;

11.11.2.3 illness or accident requiring hospital surgery; and/or

11.11.2.4 illness or accident requiring emergency room care.

11.11.3 For the purposes of Section 11.11.1 only, immediate family includes Mother, father, step parent, grandmother, grandfather, aunt, uncle, or a grandchild of the unit member or spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, step child, brother, sister, brother-in-law or sister-in-law of the unit member or any relative living in the unit member's immediate household.

11.12 Leave To Care For Child, Parent Or Spouse

11.12.1 In any school year unit members may use up to a maximum of six days of sick leave that is credited under Section 11.1 to attend to an illness of the unit member's child, parent, spouse, or domestic partner. This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts, regardless of whether the unit member received sick leave compensation during the leave.

11.12.2 For purposes of subsection 11.12.1 only "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. For purposes of

subsection 11.12.1, “parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

11.12.3 For purposes of subsection 11.12.1, “domestic partner” means domestic partner under a valid registered domestic partnership formed pursuant to California Family Code Section 297, et seq. The requirements for forming a domestic partnership under this law include, but are not limited to, filing and registering a declaration of domestic partnership with the California Secretary of State.

11.12.4 Section 11.12.1 shall remain in force only as long as required by California Labor Code Section 233.

11.13 Unpaid Family Care Leave

Unit members are eligible for leave under the Federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”). The District will grant leave under these Acts as required by the law.

ARTICLE 12: VACATION AND HOLIDAYS

12.1 Annual Earned Vacation Leave

12.1.1 Eligibility: Each fiscal year, permanent unit members shall earn paid vacation time on a monthly basis according to the following rates:

		Days of Vacation	Carry Over
1 thru 5	5/6 vacation day for each month of service	7.5to 10 days	5 days
6 thru 8	1 full vacation day for each month of service	9 to 12 days	5 days
9 thru 11	1 1/6 vacation days for each month of service	10.5 to 14 days	5 days
12 to 14	1 1/3 vacation days for each month of service	12 to 16 days	7 days
15 thru 17	1 1/2 vacation days for each month of service	13.5 to 18 days	8 days
18 thru 20	1 2/3 vacation days for each month of service	15 to 20 days	10 days

12.1.2 Vacation Pay

Pay for vacation days for all bargaining unit members shall be the same as that which the unit member would have received had he/she been in working status.

12.1.3 Vacation Pay Upon Termination

Upon termination or separation from service, a unit member shall be paid a lump-sum payment for all earned and unused vacation.

12.1.4 Right To Use Vacation

12.1.4.1 11-And 12-Month Unit Members

Except as otherwise provided in this Article, a unit member may use paid vacation no later than the fiscal year immediately following the fiscal year in which the vacation is earned. With prior District approval, a unit member may use paid vacation in the fiscal year earned.

12.1.4.2 Less Than 11-Month Unit Members

Less than 11-month unit members shall earn vacation as described in Section 12.1.1, but shall not take vacation leave. Less than 11-month unit members shall be paid for all vacation leave according to the formula described in Section 9.3.3.

12.2 Scheduling Vacation

12.2.1 Posting

In May of each year, departments/sites shall post vacation schedule for the subsequent fiscal year.

12.2.2 Black Out Days

The vacation schedule shall list days when vacation may not be selected.

12.2.3 Selecting

On the vacation schedule posted in each department/site, each unit member shall indicate at least on-half of his/her accumulated vacation leave. Unit members shall mark their selected vacation days on the department calendar in the order of bargaining unit seniority. For the purpose of scheduling vacation leave, bargaining unit seniority shall be defined as District date of hire as a permanent or probationary unit member in the CSEA unit.

12.2.4 Bumping

After the seniority-based selection described in Section 12.2.3, no unit member may bump a unit member with less seniority who has already scheduled vacation in accordance with Section 12.2.3.

12.2.5 Changing

With the approval of a unit member's immediate supervisor, a unit member may change selected vacation days.

12.2.6 Conflict

If more than one unit member working in the same department or on the same or similar operation desires the same vacation day(s), the unit member with the greatest bargaining unit seniority as defined in Section 12.2.3 shall have the first choice for scheduling remaining vacation days.

12.2.7 Interruption

A permanent unit member shall 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, as long as the unit member gives the District notice and supporting information about the basis for interrupting or termination vacation leave.

12.2.8 Cancellation

Unless the unit member agrees, the District may not cancel previously approved vacation days without giving the unit member notice 10 working days before the first vacation day.

12.3 Carrying Vacation Over

Annual earned vacation must be taken in full by the end of the year in which it is earned. Earned vacation time may be carried over to the next school year as designated by the chart referenced in Article 21.1.

If the District does not permit a unit member to take all or any part of his or her annual vacation within the time limits prescribed in this Article, the amount not taken shall, at the option of the District, be accumulated for use in the following year or paid for in cash.

Even though unit members shall not carry over earned vacation into a subsequent fiscal year as a general rule, a unit member shall be allowed to carry over earned vacation into the next fiscal year under the following conditions:

12.3.1 Director of Human Resources' Approval

With the specific written approval of the Director of Human Resources.

12.3.2 District Cancelled Vacation

When the District has cancelled a unit member's scheduled vacation and no reasonable opportunity is available for rescheduling.

12.3.3 Unit Member With Four Years of Service

A unit member employed for four continuous fiscal years may carry over five vacation days.

12.3.4 Supervisor's Approval

With prior approval of the appropriate supervisor, written request for carryover of vacation time will be considered.

12.5 Holidays

March 21, 2014: *In additional, the district and CSEA agree to adding two additional holidays to the 2014-2015 calendar. The two additional holidays will be observed on December 22, 2014 and December 29, 2014. Unit members who are directed to work on a holiday will be compensated for the holiday in addition to the unit member's rate of pay for hours worked in accordance with Article 12.6.*

The holidays listed in this Article must be taken on the date scheduled on the District calendar. The holidays shall be scheduled to comply with Education Code Sections 45203, 45204, 45206, and 45206.5. A bargaining unit member is entitled to the following paid non-working holidays, provided the unit member is in paid status on the day preceding or the day following the holiday:

The holidays "Working Day Preceding Christmas Eve Day" and "Working Day following Christmas Days" will be observed during the Winter Recess period.

Fall Semester

Independence Day

Substitute Holiday (Admission Day)

Labor Day

Veteran's Day

Thanksgiving Day

Day Following Thanksgiving Day

Working Day Preceding Christmas Eve Day (*scheduled within the winter break*)

Christmas Eve Day

Christmas Day

Working Day Following Christmas Day (*scheduled within the winter break*)

New Year's Eve Day

New Year's Day

Spring Semester

Martin Luther King Day

Lincoln Day

Washington Day

Spring Vacation Day (one working day)

Memorial Day

Total days: 17 paid holidays

12.6 Holiday Pay

When a unit member is required to work on any designated state or local holiday, he/she shall be paid compensation or given compensatory time off for such work, in addition to the regular pay received for the holiday at the rate of time and one-half the employee's regular rate of pay.

ARTICLE 13: GRIEVANCE PROCEDURES

13.1 Definition

A grievance is an allegation by CSEA or a unit member that he/she has been adversely affected by a misinterpretation, misapplication, act or omission, or a specific violation of this Agreement.

13.2 Procedures

13.2.1 Informal

13.2.1.1 Within 20 workdays of the event or within 20 workdays of when the grievant could reasonably be expected to know of the event that gives rise to the grievance, the grievant shall meet informally with his/her immediate supervisor and advise the immediate supervisor and advise the supervisor that the meeting is an informal conference meeting pursuant to this Article. The grievant may have a CSEA representative present at this conference.

13.2.2 Formal

13.2.2.1 Level I Immediate Supervisor

If the grievance is not resolved at the informal level, the grievant, within 10 workdays, may submit a formal written statement of the grievance to the immediate supervisor requesting a written response. The statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and the date of the alleged act or omission. The supervisor shall communicate a decision to the grievant within 10 workdays after receiving the statement.

13.2.2.2 Level II

If the grievance is not resolved at Level I, the grievant may, within 10 workdays, submit a request in writing to the Director of Personnel for a decision. The Director of Personnel shall

review the record of the prior steps and convey his/her decision to the grievant within 10 workdays.

13.2.2.3 Level III

If the grievance is not resolved at Level II, the grievant may, within 10 workdays, submit a request in writing to the Superintendent for a decision. The Superintendent shall review the record of the prior steps and convey his/her decision to the grievant within 10 workdays.

13.2.2.4 Level IV

If the grievance is not resolved at Level III, or if the time limits expire without issuance of the Superintendent's or designee's written reply, CSEA may within 10 days submit the grievance to advisory arbitration. CSEA shall inform the District by certified mail with return receipt requested or by hand delivery to the person authorized by the District to receive such notices. The parties shall request a list of arbitrators from the California State Mediation and Conciliation Service. A representative of CSEA and the District's representative shall select the arbitrator from a list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator.

13.2.2.4.1 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret the Agreement in accordance with accepted arbitral standards of contract interpretation.

13.2.2.4.2 The arbitrator will rule upon any question as to the arbitrability of the grievance.

13.2.2.4.3 The arbitrator's decision will be in writing and will set forth the arbitrator's finding of facts, reasoning, and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or that violates the terms of the Agreement. A

copy of the award will be submitted to the Superintendent, the grievant, and CSEA. The Board of Education at the next regularly scheduled meeting following the submission of the award shall consider the arbitrator's award. In the event the Board does not accept, reject, or modify the award within 45 calendar days of its submission, the arbitrator's award shall become the decision of the Board. In the event the Board rejects or modifies the award, CSEA reserves the right to pursue legal remedies in the court of competent jurisdiction.

13.2.2.4.4 The District and CSEA will bear equally all costs for the services of the arbitrator, including, but not limited to per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of the court reporter. If any party requests a transcript of the proceeding, that party shall bear the full cost of the transcript, the total cost shall be divided equally between the District and CSEA. If the Board of Education does not substantially comply with the arbitrator's decision, the Board will pay the full cost of the arbitrator. All other costs will be borne by the party incurring them.

13.2.3 General Provisions

13.2.3.1 If a grievance is filed by CSEA, a bargaining unit member authorized by CSEA and representing the chapter shall be present at the conference at each Level of the grievance procedure. If a grievance is filed by a bargaining unit member, if requested by the District, the bargaining unit member shall be present at the conference at each Level in the grievance procedure.

13.2.3.2 Upon request of either party, a conference will be granted at Levels I, II, and III, within the time limits specified. Failure to meet within the time limits shall make the conditions of Sections 13.2.3.3 and 13.2.3.4 applicable.

- 13.2.3.3 The District's failure to observe the time limits shall allow the grievance to proceed to the next level.
- 13.2.3.4 The grievant's failure to observe the time limits shall be deemed a resolution of the grievance.
- 13.2.3.5 The unit member is entitled to a representative of his/her choice at all levels of the procedure.
- 13.2.3.6 Unit member processed grievance – A unit member covered by this Agreement may be present a grievance directly and have that grievance adjusted without CSEA's intervention as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance filed by unit members directly and any response by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution.
- 13.2.3.7 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file. The Grievance File shall be available for inspection, only by the unit member, the CSEA representative, and those management, supervisory, and confidential employees directly involved in the grievance procedures.
- 13.2.3.8 Conferences at each level of the grievance shall not be considered as part of the Association Leave provision. The grievant and hi/her representative will be given release time to attend the conference at each level of the grievance procedures.
- 13.2.3.9 Time limits may be adjusted by mutual written agreement of both parties.
- 13.2.3.10 Workdays shall be days that the District Office is open for business.

ARTICLE 14: DISMISSAL, DEMOTION, OR SUSPENSION PROCEDURES

- 14.1 Dismissal, demotion, or suspension shall be imposed on permanent unit members only for just cause.
- 14.2 Probationary employees may be dismissed at the District's discretion and such action shall not be subject to the provisions of this Article.
- 14.3 Demotion of unit members who fail to satisfactorily complete the promotional probationary period shall not be subject to the provisions of this Article, but instead is subject to the requirements of Article 5, Section 5.1.2.
- 14.4 The District shall follow the procedures described in Board Policy No. 4218 (attached as Appendix F) in imposing any dismissal, demotion, or suspension. Before the District modifies Board Policy No. 4218, the District will provide CSEA with notice and an opportunity to negotiate any proposed change within the scope of bargaining defined by the Educational Employment Relations act, Government Code Section 3540, et seq.

ARTICLE 15: TRANSFER AND PROMOTION

15.1 Definitions

15.1.1 Transfer

A transfer is movement of a unit member, non-promotional in nature, from one work site to another work site within the same classification, or the movement of a unit member from one classification to another classification in the same job family with the same salary range designation.

15.1.2 Voluntary Transfer

A voluntary transfer is a transfer initiated by the unit member.

15.1.3 Administrative Transfer

An administrative transfer is defined as the District-initiated movement of a unit member from one work site to another within the same classification, or from one classification to another classification in the same job family with the same salary range designation.

15.1.4 Job Family

For the purposes of this section, job family shall be designated in the CSEA bargaining unit salary schedule and specifically includes the

following: accounting, secretarial/clerical, food service, custodial/grounds/maintenance, transportation, and miscellaneous. (See Appendix C.)

15.1.5 Promotion

Promotion is defined as the movement of a unit member from one classification to another classification within the bargaining unit with a higher salary range designation.

15.1.5.1 A unit member in the CSEA bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new classification, which will reflect seven and one-half percent (7 ½% approximate) based salary improvement.

15.1.5.2 Within five working days of granting a unit member a promotion, the District shall establish the starting date on which the unit member shall assume the duties of the new position. If the District elects to delay the originally established starting date, the District shall begin paying the unit member the salary appropriate for the new classification no later than 10 working days after the established starting date.

15.1.6 Demotion

Demotion shall be defined to mean the reassignment, voluntary or involuntary, to the position with a lower salary range. In the case of a demotion, the unit member shall receive the salary on the lower range at the step earned in the former position.

15.1.7 Opening

An opening is any position that is temporarily available because of a unit member on a long-term leave of absence or a temporary reassignment.

15.1.8 Vacancy

A vacant position is one that is created when a unit member permanently leaves the position or when the District creates a new position.

15.2 Procedure for Filling Vacancies

15.2.1 Notice of Vacancies

All vacancies will be posted internally for at least seven working days at a designated area at each work site. The District may advertise externally

simultaneously. Copies of positions will be sent to the CSEA President or designee. The District shall designate a specific workday for posting of job vacancies on a weekly basis.

15.2.1.1 The job vacancy notice shall include: the title, brief description of duties, the assigned work site, the number of hours per day, the salary range, the deadline for filing, and the date of the posting. A job description shall be provided by the Human Resources Department upon request. Unit members interested in applying for a posted vacancy shall submit an application/resume to the Human Resources Department on or before the posted close date.

15.2.1.2 Notice of vacancies occurring during recess periods will be mailed only to unit members who submit a written request to receive mailed notices during those designated periods. Unit members who are on leave of absence or vacation shall be

mailed, upon request, a copy of vacancy announcements and an application form.

15.2.2 Screening Selection Process

15.2.2.1 The District will not review and screen outside applicants until all transfer requests, if any, are reviewed, and considered.

15.2.2.2 All applicants will be reviewed by the District to determine if the applicants meet the qualifications based on the description of the vacancy. The District retains the right to determine the qualifications of candidates based upon all criteria.

The District shall designate the positions for which applicants will be required to pass a performance exam based on the job description as part of interview selection process. If a position requires certification to demonstrate a minimum qualification, appropriate documentation must be submitted with an application/resume. (Example: If typing/computer keyboarding experience is required, a certificate of testing must be submitted.) The certification is not to be more than two years old. This certification requirement also pertains to applying for other positions requiring the same requirement as a unit member's current position. The exam is not required for a transfer within the same job classification. The District will offer testing for typing/keyboarding skills twice a year. The testing will be conducted outside regular work hours.

- 15.2.2.3 A bargaining unit applicant who meets the minimum qualifications for the vacancy shall be granted an interview unless the internal applicant is currently on a remediation plan or a probationary status. A unit member on a remediation plan or on probationary status is not eligible to apply for a voluntary transfer or promotion. An interview does not guarantee selection.
- 15.2.2.3.1 A unit member on probationary status, who meets the minimum qualifications of the vacancy, may apply for a promotion if the unit member has been employed at least three months. A unit member with an unsatisfactory evaluation will not be considered for promotion. An interview does not guarantee selection. Seniority shall be the determining factor when two or more probationary unit members are substantially equally qualified.
- 15.2.2.3.2 A unit member on probationary status may apply for a transfer for additional hours to a position within the same classification. Seniority shall be the determining factor when two or more probationary unit members are substantially equally qualified. An interview does not guarantee selection.
- 15.2.2.4 The Human Resources Department shall send written acknowledgement to unit member applicants and CSEA confirming the receipt of the unit member's application and whether or not an interview will be offered.
- 15.2.2.5 CSEA shall have the right to appoint a unit member to serve on each interview panel. The District agrees to notify CSEA no less than five working days prior to conducting interviews. If CSEA fails to appoint a unit member to serve on the panel within five working days of receiving a notice to do so, the panel shall move forward without a CSEA appointee.
- 15.2.2.6 If the vacancy is not filled through an internal transfer request, the interview panel will interview unit members and outside applicants who meet the qualifications. In order to give preferential consideration to bargaining unit members, bargaining unit applicants shall be given five extra points by each member of the interview panel. Members of the interview panel will independently rank applicants without discussion. Following the independent ranking, members of the interview panel will attempt to reach

consensus on a recommendation for the vacancy. If the interview panel is unable to reach consensus, Human Resources shall work with the panel to facilitate a consensus. If the panel remains unable to reach consensus, Human Resources shall make a decision on filling the vacancy within 10 working days.

15.2.2.7 When the interview panel reaches consensus on a recommended applicant, the interview panel will explain its recommendation in writing to human Resources. If the interview panel reaches consensus on an external candidate, the recommendation shall be contingent upon a satisfactory reference check by the Human Resources Department.

15.2.2.8 The interview panel will compile reasons why applicants were not selected and provide Human Resources with a notice of the reasons. Human Resources will provide unsuccessful applicants with notice of non-selection within 15 working days of filling the position, including completion of all required reference and background checks. The Human Resources Department will provide unit members who are unsuccessful applicants with the reason the unit member was not selected for the transfer or promotion, if the unit member makes a written request for reasons. If properly requested, Human Resources shall respond within 15 working days of receiving a request for reasons.

15.2.2.9 The interview panel shall not rely on hearsay in making a recommendation.

15.2.3 Order Of Filling Vacancies

The District will consider applicants for vacant positions in the following order:

15.2.3.1 Administrative Transfers

15.2.3.2 Transfers within the same classification

15.2.3.3 Transfer requests from a classification in the same job family at the same salary range.

15.2.3.4 If more than one unit member wishes to be transferred to a particular vacancy, the unit member with the greatest seniority in the classification shall be given first consideration.

15.2.3.5 If the most senior unit member is rejected, the next most senior

15.2.3.6 In making transfer requests, employee efficiency and harmonious employee relations shall be considered as guidelines for the assignment of unit members within the classification.

- 15.2.3.7 When the vacant position means an increase in hours for an applicant in the same classification, the most senior unit members shall be given first consideration, unless there is a bargaining unit member who has reemployment rights to the vacancy or to increased hours.
- 15.2.3.8 After considering a request for transfer from within the same or related classification, the next consideration shall be given to promotion requests.
- 15.2.3.9 In considering unit members in lower classifications for the vacancy, the District shall consider satisfactory evaluations, job requirements, skills, experience and ability, and affirmative action considerations (to the extent allowed by law).
- 15.2.3.10 Seniority shall be the determining factor when two or more unit members for a promotional position are substantially equally qualified.
- 15.2.3.11 A unit member who has been denied a transfer or promotion shall be given the reasons for the denial in writing, upon request, within 15 working days of receiving notification of the rejection. The reasons shall be based on those forwarded to Human Resources by the interview panel.
- 15.2.3.12 The District shall have 60 calendar days to fill vacant or newly created positions. If the District decides not to fill a vacant position within 60 calendar days, the District will notify CSEA.
- 15.2.3.13 If the position remains unfilled after the 60 calendar day period, the District will consult with CSEA on the problems in filling the position, at which time CSEA may grant a 30 calendar day extension to fill the position. If CSEA grants an extension, a substitute may remain in the position for another 30 calendar days.

15.3 Administrative Transfer

- 15.3.1 The District may initiate an administrative transfer at any time such transfer is reasonably determined to be in the best interest of the District based on work-related needs. No unit member shall be transferred for punitive reasons. The unit member affected by an administrative transfer will be given notice as soon as possible. The District will provide at least 14 calendar days notice of an administrative transfer, unless the District determines that the needs of the District require a transfer with less notice. The unit member and CSEA shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the District regarding the administrative transfer to the affected unit member in writing.

- 15.3.2 If there is a need to make an administrative transfer due to staff overage at a site, the District will first ask for volunteers. Unit members to be involuntary transferred shall have the right to indicate preferences from available vacancies. A unit member's personal preference shall not be binding upon the District.
- 15.3.3 In considering an administrative transfer where there is a staffing overage, the District will first consider the unit members' qualifications, skills, and abilities. If qualifications, skills, and abilities are equal, the least seniority will be the determining factor.
- 15.3.4 If the District needs to accommodate a bargaining unit member under the Americans with Disabilities Act ("ADA") or California law, the District may make an administrative transfer to accommodate the unit member. Accommodation pursuant to Section 15.3.4 is non-grievable.
- 15.4 When any major administrative reorganization is planned by the District that impacts bargaining unit members, causing the potential transfer of unit members, the District agrees to consult with CSEA in advance of such reorganization.

ARTICLE 16: HOURS/LAYOFFS

16.1 Hours

- 16.1.1 The regular workweek for all full-time current unit members shall be five consecutive days per week, eight hours per day exclusive of lunch, and 40 hours per week.
- 16.1.1.1 This article does not restrict the extension of the workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 16.1.1.2 Upon mutual agreement of the District and the unit member, the workweek for full-time unit members may be four consecutive days, 10 hours per day exclusive of lunch, and 40 hours per week.
- 16.1.2 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 member shall be assigned a fixed, regular ascertainable number of hours.
- 16.1.2.1 This Article does not restrict the extension of the workday when such is necessary to carry on the business of the District.

16.1.2.2 Notwithstanding Section 16.1.2, the District may change the starting and ending times of the workday for unit members in the positions of Computer Support Technician and Computer Network Engineer when necessary to allow these unit members to maintain, repair, or upgrade computers and related systems at times when District employees are not using the computers or the network system. The District may only change the starting and ending times for these unit members after giving the unit members and CSEA at least one week notice of the need to change the time, and will consult with the unit members regarding proposed schedule changes. When making workday schedule changes for these positions, the District will comply with all overtime requirements of Section 16.2.

16.1.3 Newly employed unit members may be assigned a regular workweek other than Monday through Friday.

16.1.4 Notwithstanding the provision of Section 16.1, currently employed bargaining unit members may be assigned to a regular workweek other than Monday through Friday. The basis of such assignments shall be voluntary. However, if no qualified bargaining unit members volunteers, the assignment shall be based on least seniority (date of employment or reemployment in the classification needed to do the job).

16.1.4.1 It is not the intent of this Section to reassign more than 30% of a classification of currently employed bargaining unit members to work other than a Monday through Friday workweek.

16.1.5 Adjustment In Assigned Time

Any bargaining unit member who works an average of 30 minutes or more per day in excess of his/her regularly part-time assignment for a period of 20 consecutive days or more shall have his/her assignment adjusted upward to reflect the longer hours, effective with the next pay period.

16.1.6 Increase In Hours

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered first to any unit member who is on a reemployment list with an entitlement to increased hours in the classification in which the additional hours are needed. If there is not unit member with a legal entitlement to increased hours in the class, the additional hours shall be offered to the best qualified candidate. If qualifications are equal, the bargaining unit member with the greatest bargaining unit seniority shall be offered the position.

- 16.1.6.1 The District will not be required to move a bargaining unit member from one site to another to fulfill this obligation.
- 16.1.6.2 The basis of such assignment shall be voluntary. However, if no bargaining unit member volunteers, the assignment shall be based on least seniority (date of employment or reemployment).

16.1.7 Lunch Periods

Bargaining unit members who work a minimum of five consecutive hours or more per day shall be entitled to an unpaid, duty free lunch period of not less than one-half hour nor longer than one hour (unless otherwise mutually agreed to by the bargaining unit member and the supervisor). Insofar as possible, lunch periods will be scheduled at the mid-point of the working day.

16.1.8 Rest Periods

Bargaining unit members shall be granted a rest period of 15 minutes for every four hours of work. Rest periods are part of the regular workday and shall be compensated at the unit member's regular rate of pay. Insofar as possible, rest periods shall be scheduled at the midpoint of each four hour block of assigned time.

16.1.9 Differential Pay

Bargaining unit members who work one-half their scheduled hours prior to 8:00a .m. or after 5:00 p.m. shall be paid a premium of five percent (5%) above their regular rate of pay of all hours worked.

16.2 Overtime

- 16.2.1 Bargaining unit members shall be compensated at the rate of one and one-half (1 ½) times the unit member's regular rate of pay when authorized by the unit member's supervisor to perform overtime.
- 16.2.2 Overtime is any time in excess of eight hours per day or 40 hours per week or on the sixth or seventh day following commencement of that bargaining unit member's work week.
- 16.2.3 Overtime shall be distributed and rotated equally as is practical among bargaining unit members within each department.
- 16.2.4 When a particular expertise is required, overtime shall be assigned based on the judgment of the immediate supervisor first to person within the

classification, then to persons within the job family and then to other classification.

- 16.3 Bargaining unit members working less than 12 months shall be advised of their ensuing work year on or before the last day of the traditional school calendar. In general, bus drivers and cafeteria employees' work year will be the school year plus up to three days. School office Clerks' work year will be the school year plus up to two weeks prior to and up to two weeks following the school year. School Secretaries work year will be the school year plus up to three weeks prior to and up to two weeks following the school year. This schedule may be altered by mutual agreement of both parties.

16.4 Workday/Workweek

- 16.4.1 The regular workweek of full-time unit members shall be five consecutive days, 40 hours per week (Monday through Friday). The regular workdays shall be eight hours, exclusive of lunch, except for those unit members who have agreed to work a regular workweek of four consecutive 10 hour days per week, exclusive of launch.
- 16.4.2 Individual unit members may be assigned to a workweek other than Monday through Friday. The basis of such assignments shall be voluntary; however, if no qualified bargaining unit member volunteers, the assignment shall be based on least seniority in the classification needed to perform the work.
- 16.4.3 It is not the intent of this Article to reassign a classification of unit members to work other than a Monday through Friday workweek.

16.5 Compensatory Time Off

- 16.5.1 Bargaining unit members may request compensatory time off in lieu of salary compensation for overtime work. Compensation time off shall be granted only if authorized and approved in advance. Compensatory time, if granted, shall be taken at a time mutually agreeable to the unit member and the District and must be taken within six months from the date on which it was earned. Compensatory time shall be at the rate of 1 ½ hours off for every hour of overtime worked up to a minimum of 240 hours per year.
- 16.5.1.1 Part-time unit members who are authorized to work more than 60 minutes per day in excess of their regular assigned time for a period of less than 20 consecutive days shall have the option to be compensated for the time by either pay or compensatory time off. That selection shall be made in writing at the time of authorization. If there is no selection, the time worked shall be

paid. If compensatory time off is selected, the unit member shall take the time off within six months with the prior approval of his/her supervisor. Time not taken off shall be paid.

16.6 Reduction In Hours/Layoff Procedures/Unit Seniority

16.6.1 Seniority Definition

Classification seniority shall be calculated by date of hire within the classification.

16.6.2 Procedures

16.6.2.1 Order Of Layoff

The unit member with the least seniority within the class plus higher classes shall be laid off first.

16.6.2.2 Bumping Rights

A unit member laid off from his/her present classification may bump into an equal (paid at the same range) or lower classification in which he/she has worked as a regular classified unit member, provided his/her seniority is greater than the least senior unit member in the classification.

16.6.2.3 When a unit member bumps into a lower or equal class, he/she shall be paid at either the same step of the higher class or the step he/she was on when he/she left the equal or lower class, whichever is greater.

16.6.2.4 Notice To Union

If the District intends to implement a layoff, it shall notify CSEA of its intent at least five working days prior to Board action, and the District agrees to meet and confer with CSEA regarding the implementation of the layoffs upon request within that five day period. The decision to eliminate positions and lay off unit members is not subject to bargaining.

16.6.2.5 Notice To Unit Members

Unit members to be laid off shall be given written notice not less than 45 days prior to the effective date of the layoff, and will be informed of their bumping rights, if any, reemployment rights, and any extension of benefits. Such notice shall be delivered in person or sent by certified mail to the last address given to the

District by the unit member. A copy of each notice shall be sent to CSEA.

16.6.2.6 Seniority Lists

The District shall provide CSEA with updated seniority lists for all classifications in the bargaining unit by July 31 of each year showing seniority as of June 30. Seniority will be based upon date of hire within the classification. The District will also provide CSEA with updated seniority lists for classification in the unit if the District determines to lay off any bargaining unit members.

16.6.2.7 Ties In Seniority

If there is a tie in seniority, the tie will be broken by lot, with both unit members and a CSEA representative present.

16.6.3 Effects

16.6.3.1 The laid off unit members shall be entitled to pay, including all earned vacation pay, earned wages, and accumulated overtime.

16.6.3.2 The laid off unit member shall be entitled to a continuation of District's level of contribution toward health and welfare benefits (medical/dental/vision) for a period of two months following the month in which the layoff becomes effective.

16.6.3.3 Following termination of the District's contribution toward health and welfare benefits (medical/dental/vision), the laid off unit member may continue health and welfare insurance coverage at his/her own expense while the unit member is on the reemployment list required by Education Code Section 45298 (up to 39 months) to the extent allowed by the insurance providers. The District will send appropriate notices to each laid off unit member notifying him/her of these provisions and the procedures required for purchasing the insurance coverage.

16.6.3.4 Reemployment Rights

Laid off unit members and employees who elect to retire in lieu of layoff are eligible for reemployment in the class from which laid off for a period of 39 months and shall be reemployed in the reverse order of layoff. Laid off unit members shall be reemployed in preference to new applicants. And shall be reemployed in a vacant position in which they have seniority before the position is filled by an employee from a different classification or an outside hire.

In addition, laid off unit members shall have the same rights as regular unit members to apply for promotions and vacancies that occur in the District during the 39 month period following layoff.

A laid off unit member who is notified of reemployment opportunities shall notify the District of his/her intent to accept or decline reemployment, he/she shall report to work when designated by the District provided that the District shall not require a unit member to report less than five working days following acceptance of reemployment of 15 working days following receipt of the reemployment notice, whichever is later, unless mutually agreed upon. All rights and status (seniority and sick leave) previously acquired shall be restored at the time of reemployment from the reemployment list within the 39 month period. Seniority and benefits do not accrue during the layoff period, however. The District shall notify unit members of reemployment opportunities in writing, and deliver said notice in person or by certified mail to the last address given the District by the unit member. A copy of each notice shall be sent to CSEA.

16.6.3.5 Retirement In Lieu Of Layoff

A unit member may elect to accept a service retirement in lieu of layoff. Such unit members will be placed on an appropriate reemployment list and shall have all the rights outlined in Section 16.6.3.4.

When possible, such unit members shall, within 10 working days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

Nothing in this Section shall preclude a unit member from electing to retire after being placed on a reemployment list, nor bar the unit member from the rights afforded by Section 16.6.3.4 and Section 16.6.3.5 by doing so.

The District shall notify the Board of Administration of the Public Employees' Retirement System (PERS) of the fact that retirement was due to a layoff for lack of work or funds. If the person is subsequently subject to reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed his/her request for reinstatement from retirement. Nothing in this Section shall preclude the District

from filling such a vacancy on a temporary basis pending the retiree's return to work.

- 16.6.3.6 The District shall not contract or subcontract any work that had been done by a laid off classified unit member unless CSEA agrees.

The District shall not contract or subcontract any work normally and customarily performed by classified unit members if such contracting results in layoff or reduction of hours of bargaining unit members.

- 16.6.3.7 The work of laid off unit members shall not be done by volunteers or other specially funded workers (such as SPEDY)

- 16.6.3.8 The District agrees to negotiate with CSEA concerning transfer of major job functions from one classification to another or any transfer of bargaining unit work outside of the unit.

- 16.6.3.9 The District shall not hire substitutes or limited term employees to replace laid off unit members.

- 16.6.3.10 Unit members who are laid off shall be permitted to serve as substitutes in the classification from which laid off and shall be reemployed in order of seniority and in preference to other substitutes, provided the unit members notified the District of his/her desire to be placed on the substitute list. Serving as a substitute shall not affect a unit member's reemployment rights.

16.6.3.11 Voluntary Demotions Or Reductions In Hours

Unit members who take voluntary demotion or voluntary reduction in hours in lieu of layoff (including bumping) shall be, at the unit members' option, returned to a position in their former class or at their former hours when the opportunity arises during the 63 month reemployment period, and they shall be ranked in accordance with their seniority on any valid reemployment list.

16.6.3.12 Reemployment In Highest Class

Unit members shall be reemployed in a vacant position in the classification from which laid off in accordance with their seniority. Unit members who accept an equal or lesser position or a position with fewer hours than the position from which laid off shall retain their original 39 month reemployment right to the position from which laid off.

16.6.3.13 Improper Lay Off

A unit member who is improperly laid off due to a seniority error shall be reemployed as soon as possible upon discovery of the error and properly compensated for any work missed due to improper layoff.

16.6.3.14 The provision of this Agreement shall be subject to the grievance procedure set forth in Article 13 of the negotiated agreement between CSEA and the District.

16.6.3.15 The provision of this Agreement shall constitute the full and complete agreement between the parties concerning the effect of the layoff.

16.6.4 As per Education Code Sections.

16.7 Seniority

16.7.1 Classification seniority shall be calculated by date of hire within the classification with the exception of school bus driver.

16.7.1.1 Seniority for the classification of the school bus driver will be as follows:

For purposes of bidding for routes, bus usage, summer work, overtime, additional/extra time, and field trips, seniority ranking will be calculated by hours in paid status.

16.7.1.2 For purposes of layoff/reduction, seniority will be calculated by date of hire.

If a unit member takes an unpaid leave, his/her date of hire for seniority purposes will reflect this unpaid status.

ARTICLE 17: TRANSPORTATION PROCEDURES

17.1 Establishing Routes

The Transportation Supervisor or designee shall establish bus routes for each school year.

17.1.1 The routes will be compiled on a worksheet and verified by the Transportation Supervisor by quarter hour increments and standard time.

17.2 Bidding

- 17.2.1 Effective for the 2015-2016 school year, School Bus Drivers will continue with the route assigned at the end of the 2014-2015 school year. The work day will be 8-hours with additional duties assigned if needed. If the School Bus Driver does not wish to work an 8-hour shift, they will be assigned a 6-hour driving assignment by the Transportation Supervisor.

The first route bidding for the 2015-2016 school year will be held five (5) days before the end of the first semester. These route bids will be effective January 2016 for the balance of the 2015-2016 school year. Route information will be placed in each School Bus Drivers' mailbox five (5) days before the scheduled bidding meeting.

Current School Bus Drivers will be "grandfathered" at 8-hour assignments effective the 2015-2016 school year. Effective July 1, 2015 all newly hired School Bus Drivers will be 8-hours.

School Bus Drivers hired prior to the 2015-2016 school year, may opt out to a 6-hour assignment yearly by submitting their request in writing to the Transportation Supervisor on or before May 30th of each year.

The District and CSEA will meet and negotiate on or before June 1, 2016 the bidding process and timelines for the 2016-2017 school year and future years.

The use of school busses for field trips will be determined at the discretion of the Transportation Supervisor or designee to ensure appropriate service level is maintained on all field trips.

- 17.2.2 The bidding process will be held in an open meeting.
- 17.2.3 Each School Bus Driver in order of seniority shall have the opportunity to select the route of his/her choice. Seniority for the purposes of the Article shall be determined based on the date of hire within the bus driver classification. As School Bus Driver will be given a maximum time of five (5) minutes to choose his/her route.
- 17.2.4 A School Bus Driver on leave of absence (paid or unpaid) shall have the right to bid by proxy by delivering to the Transportation Supervisor or designee a written proxy form designating another person to bid on the driver's behalf.

The written proxy form must\ be delivered to the Transportation Supervisor at least thirty (30) minutes prior to the time established for the bidding to begin.

17.2.5 Each School Bus Driver's assigned route shall be the route assigned made at the bid.

17.2.6 For School Bus Drivers, Article 17 shall prevail over any inconsistent provisions of Article 16 (Hours).

17.4 Other Procedures

17.4.1 The Transportation Supervisor shall fill short-term vacancies by assigning a substitute or another suitable bus driver.

17.4.2 When the best interests of the District call for a change, the Transportation Supervisor may make temporary or permanent changes in a bus driver's assignment outside the bidding process as long as the changes do not result in any reduction of hours for the drivers affected. The Transportation Supervisor may not make changes pursuant to this paragraph for arbitrary or capricious reasons.

17.4.3 Licensing Fees: Department of Motor Vehicles, California Highway Patrol licensing fees, and hours of attendance for renewal classes that are required of school bus drivers for re-certification every five (5) years will be reimbursed by the District for all permanent school bus drivers.

17.4.4 Physical Examinations: The District agrees to pay the full cost of a physical examination if attending the District's authorized physician. If the school bus driver uses his/her own physician, the district will reimburse only for what would have been paid if using the district's authorized physician. For all permanent school bus driver and transportation staff that require physical examinations because of their job classification.

17.4.5 Mandatory Drug Testing: The District agrees to pay for school bus drivers and transportation staff time and cost to have mandatory drug screening performed.

17.4.6 In-Service Training: Minimum of ten (10) hours of in-service training will be offered each year to current school bus drivers.

17.5 Extra Duty And Field Trips

17.5.1 The District shall assign extra-duty to the most senior available school bus driver. If no school bus drivers' sign up for an extra duty assignment, the District may assign school bus drivers by inverse seniority to perform the extra duty. The District will not assign extra-duty to school bus driver if the extra duty conflicts with the school bus drivers' regular assignment.

17.5.1.1 The Transportation Supervisor or designee shall prepare filed trip sign-up rosters. Rosters shall include the following schedule weekday, weekend/holiday, snow, and last minute. School bus drivers interested in field trips may indicate on the appropriate roster. These rosters will be established by seniority. Field trip assignments will be made on a rotational basis. The District will provide a substitute driver for a school bus driver's regular route when the school bus driver is assigned to a field trip that conflicts with his/her regular assignment.

17.5.1.2 Field trip information is provided to School Bus Drivers on Wednesdays. The deadline for refusing a field trip is 10:00 am on the upcoming Friday before trip departure time. Refusal of a field trip by a School Bus Driver with less than forty-eight (48) hour notice of the start of the field trip must notify the Transportation Supervisor directly as to the reason of the late cancellation of the field trip. After a second occurrence, the School Bus Driver shall be removed from the trip rotations for a period of twenty (20) working days.

If on the day prior to a field trip assignment, the school bus driver is absent due to illness, the field trip shall be reassigned using the last minute rotation procedure.

17.5.1.4 Any unit member who holds a position in the Transportation Department and who possesses a valid California Driver's License with a School Bus Certificate authorizing transportation of students, and has passed successfully field trip and night driving proficiency training, may sign up to be assigned to be a School Bus Driver for field trips. Staff must have successfully passed the snow trip proficiency to be able to sign up for the snow trip field trip rotation.

Transportation staff in positions School Bus Driver Floater/instructor, Dispatcher/Secretary or Mechanic who hold a

valid school bus driver certificate may be on the rotation for weekend field trips only.

17.5.1.5 Extra duty “in town field trips” is defined as any trip within the Gilroy Unified School District boundaries.

- 17.6 Summer School bus driving opportunities will be provided as soon as possible. A sign-up sheet will be provided to School Bus Drivers for summer driving work. Assignments will be offered in seniority order. All summer work is contingent upon student and program needs.

ARTICLE 18: CONCERTED ACTIVITIES

- 18.1 Bargaining unit members will not go on strike during the term of this Agreement.

ARTICLE 19: LONG TERM SUBSTITUTES AND NOON DUTY SUPERVISORS

19.1 Definitions:

19.1.1 The noon duty supervisor category includes unit members who perform noon duty supervision and/or bus duty and yard duty.

19.1.2 Regular custodial substitutes, regular bus driver substitutes, and regular long-term food service substitutes, to be included in the bargaining unit, shall have worked a minimum of 50 percent (50%) of the workdays in a quarter. It is not the intent of this Section to guarantee hours for substitutes.

- 19.2 Seniority for regular long-term custodian, bus driver, and food service substitutes, for the purposes of this Article, shall be based on the date the substitute qualified to be included in the unit, as of ratification of this Agreement; seniority will be based on initial hire date. Nothing in this Article shall be construed to give substitutes the statutory rights of regular classified employees.

- 19.3 Offers of substitute assignments shall be made on a seniority basis, as defined in Section 19.4. Acceptance of substitute assignment shall be voluntary; however, a substitute who does not accept an offered substitute assignment (except for illness) during any 40 calendar day period, excluding the summer recess period, shall lose all seniority standing and will have a new seniority date effective the next date of substitute service.

19.4 Benefits

- 19.4.1 Following the completion of three years of continuous service with the District, noon duty supervisors shall be eligible for holiday pay for those holidays that occur between their first and last day of service during the school year.
- 19.4.2 Following the completion of 20 consecutive paid workdays by a regular substitute, the substitute shall be entitled to sick leave pay and vacation pay, prorated based on the average hours worked in the proceeding 20 days, to be paid the following month. For vacation pay, the proration acquired by the substitute will be multiplied by the factor 5/6.
- 19.4.3 The District will pay the medical examination fee charged by the District's doctor for medical examinations that are required for the maintenance of a school bus driver's license for regular bus driver substitute.
- 19.4.4 The District will pay regular bus driver substitutes for 10 hours of inservice per year.

19.5 Employment Into The Regular Classified Service

Notwithstanding any other provision of this Agreement, regular substitutes who apply for positions within the class for which they substitute shall be given preferential consideration over outside applicants; however, such employment shall not have precedence over filling of vacancies of regular permanent or probationary unit members.

- 19.6 The following provisions of the Agreement shall apply to the noon duty supervisors and substitutes:

<u>Article 1</u>	<u>Article 13</u>	<u>Article 24</u>
Recognition	Grievance Procedures	Support of Agreement
<u>Article 2</u>	<u>Article 18</u>	<u>Article 25</u>
District Rights	Concerted Activities	Effect of Agreement
<u>Article 3</u>	<u>Article 19</u>	<u>Article 26</u>
CSEA Rights	Long-Term Substitutes & Noon Duty Supervisors	Completion of Meet & Negotiations
<u>Article 6</u>	<u>Article 23</u>	<u>Article 27</u>
Employee Rights (Sections 6.1.3 & 6.2 only)	Savings Provisions	Deflator Clause
		<u>Article 28</u>
		Term of Agreement

All other terms and conditions of employment for noon duty supervisors and regular long-term substitutes are governed by this Article. Other Articles of this Agreement not listed above shall not be applicable.

ARTICLE 20: SUBSTANCE ABUSE

20.1 General Provisions

20.1.1 The District and CSEA recognize the need for a drug-free work place and the need to assist unit members who voluntarily seek treatment for chemical or alcohol dependency. The parties further agree that under no circumstances shall the District request, require, or conduct random or mass drug testing except as called for under the Federal Department of Transportation Regulations under the Omnibus Transportation Employee Testing Act, and the District's regulations implementing this Act.

20.1.2 The provisions of Section 20.2-20.4 apply only to unit members who are not in safety sensitive positions covered by the federal Department of Transportation mandatory drug and alcohol testing regulations adopted pursuant to the Omnibus Transportation Employee Testing Act. The provisions of Section 20.5 apply only to unit members in safety sensitive positions covered by the Department of Transportation's regulations.

20.2 Substance Abuse Program For Non-Safety Sensitive Unit Members

20.2.1 Voluntary Substance Abuse Treatment

If the unit member requests accommodation from the District to seek treatment for alcohol and drug dependency, the District shall comply with any applicable disability accommodation requirements of state and federal law. Unit members may request to use sick leave while participating in a rehabilitation program.

20.2.2 Reasonable Suspicion Drug Testing

20.2.2.1 The District's determination of reasonable suspicion must be based on specific contemporaneous personal and articulable observations concerning the unit member's appearance, behavior, speech, body odors, performance or violation of work or safety rule or unsafe work incident which, after further investigation of the unit member's behavior, lead the

District to believe that alcohol or drug use may be contributing factor.

20.2.2.2 If the District determines that reasonable suspicion exists, and the District elects to call for drug and alcohol testing under this Article, the unit member may be taken to an approved medical facility selected by the District for a medical examination to determine whether the unit member is under the influence of alcohol or a controlled substance. During the entire testing and examination procedure the unit member will be on paid administrative leave.

20.2.2.3 The District will provide training to District-selected administrators or management staff regarding how to recognize signs of alcohol and drug use in the workplace. The District and CSEA agree to jointly identify up to three unit members to attend the necessary “reasonable suspicion” training with District-selected administration and/or management staff.

20.2.2.4 Whenever reasonably possible, a CSEA representative will be present and may confer with the unit member and supervisor regarding the District’s reasonable suspicion determination. The unavailability of a CSEA representative shall not, however, prevent the District from moving forward with a reasonable suspicion determination and requiring prompt drug or alcohol testing.

20.2.3 Unit members may request to use sick leave while participating in a rehabilitation program.

20.2.4 If the result of testing determines that the unit member is not under the influence of alcohol or any controlled substances, the unit member shall be returned to his/her job, and no record of this may be placed in the unit member’s personnel file. Any record of this shall be destroyed in accordance with the law.

20.2.5 Testing Procedures

The following provisions shall apply to any urine/blood alcohol or drug testing required by the District:

20.2.5.1 The initial screening shall be performed by the immunoassay (EMIT method). If the initial test is positive, the result shall be confirmed by the gas chromatography/mass spectrometer (GC/MS method) and/or the thin layer chromatography method.

20.2.5.2 When EMIT testing is performed for marijuana/THC (Cannabonoidis), a level above 100 nanograms per milliliter (ng/ml) shall be deemed "positive", and GC/MS conformity testing shall be performed, and any level below 100 ng/ml shall be deemed "negative". This standard does not apply to the GC/MS method.

20.2.5.3 To ensure a proper chain of custody, all urine/blood specimens shall be collected as follows:

The specimen shall be provided in circumstances which maintain the integrity of the sample.

20.2.5.3.1 The specimen shall be sealed, labeled, and initialed by the unit member without the container leaving the unit member's presence. The specimen must then be immediately sealed in the transport container and again initialed by the unit member to be sent to the designated laboratory by a registered and bonded courier by air or fastest available means.

20.2.5.3.2 Any specimen deemed positive shall be retained and preserved by the laboratory for a minimum of six months or until any legal proceeding relative to the test have been concluded.

20.2.5.3.3 Every unit member shall be advised of his/her right to retain a urine/blood specimen(s) and to submit said specimen(s) for independent testing. Samples retained by the unit member shall be handled in the same manner as provided above in Sections 20.2.6.3

20.2.5.4 CSEA and the District shall agree on a list of laboratories approved by the United States Department of Health and Human Services, determined to be reliable in urine/blood testing. Such laboratories must be able to perform all required testing procedures under one roof to maintain the integrity of the chain of custody.

20.2.5.5 For purposes of this Article controlled substances shall mean alcohol and any drugs specified in Health and Safety Code Sections 11054 and 11055 (schedules I and II).

20.2.5.6 The handling of all medical records include test results and examinations, shall be in full compliance with the state and federal law, and shall not be made available to law enforcement officials or used in criminal proceedings except pursuant to court order or subpoenas.

20.2.5.7 If a unit member tests positive only for a substance with a medically recognized usage, either as a prescription or as an over-the-counter drug, the unit member shall be given the opportunity to produce a prescription for the drug or a physician's (or dentist's) statement relative to the need for such drug.

20.2.6 General Provisions

20.2.6.1 The unit member has the right to produce relevant contemporaneous evidence from his/her own physician to substantiate his/her case.

- 20.2.6.2 If a drug and alcohol screening is negative, the District shall, upon request, furnish the unit member with a letter of explanation and clearance.
- 20.2.6.3 If the results of testing determine that the unit member is not under the influence of alcohol or any controlled substances, the unit member shall return to his/her job, and no record of the testing may be placed in the unit member's personnel file. Any records of the testing shall be destroyed in accordance with the law.
- 20.2.6.4 The results of drug and alcohol screening shall remain confidential and may be divulged only on a need-t-know basis.
- 20.2.6.5 The unit member may request that a CSEA representative be present during the screening process, to the extent allowed by the screening protocol.
- 20.2.6.6 The District shall comply with the Discipline Policy (Appendix F) in imposing any discipline related to drug and alcohol use.

20.2.7 Hold Harmless Clause

The District agrees to indemnify, defend, and hold CSEA and its unit members harmless in the event of a lawsuit by a unit member alleging that his/her civil or constitutional rights have been violated by the District's implementation of this substance abuse provision. The District shall have the exclusive right to determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried, or appealed. This hold harmless clause does not apply to proceedings alleging that CSEA failed to fulfill its duty of fair representation.

20.3 Drug And Alcohol Testing Program For Safety Sensitive Unit Members

- 20.3.1 Unit members in safety sensitive positions as defined in federal law and the District's regulations implementing that law shall be subject to pre employment, random, reasonable suspicion or post-accident drug testing as required by Federal Department of Transportation ("DOT") Regulations

and District regulations implementing the federal law. To the extent that federal or state law and District regulations related to drug and alcohol testing are inconsistent federal and state law shall prevail over District regulations.

- 20.3.2 Either party may request to meet and confer about a change in the District's procedures implementing the DOT drug and alcohol testing requirements, if that change is within the scope of bargaining as defined in Government Code Section 3540, et seq. CSEA or the District may bargain issues within the scope of bargaining relating to the federally mandated Drug and Alcohol Testing For Safety Sensitive Personnel in future contracts.

ARTICLE 21: SUMMER SCHOOL

- 21.1 No later than May, notice of anticipated summer school positions shall be distributed to all unit members through District mail. The notice shall describe summer assignments, list the qualification required for each assignment, and explain the procedures for applying.
- 21.1.1 Positions for the classification of School Secretary may be advertised separately and posted according to Article 15.2.1.
- 21.2 Unit members interested in summer work shall complete an application provided by the District, indicating the position(s) of interest.
- 21.3 **Selection**
- 21.3.1 Summer school assignments shall be made on the following basis:
- 21.3.1.1 Applicants from within the classification, by seniority;
- 21.3.1.2 Qualified applicants. From within the job family by interview process;
- 21.3.1.3 Qualified applicants from outside the job family by interview process.
- 21.3.2 Should two or more unit members qualify for the same summer assignment, seniority will be the determining factor.

- 21.3.3 Unit members must have a satisfactory evaluation to apply for any summer school assignment.
- 21.3.4 If no qualified unit member applies for a summer assignment, the position may be opened to applicants outside the unit.
- 21.4 The unit President or designee may request to meet and review assignments prior to notification of candidates with the Director of Classified Personnel or designee.
- 21.4.1 All applicants shall be notified of the status of their summer school assignment 20 workdays before the last workday of the current school year.
- 21.5 Compensation
- 21.5.1 Unit members will be paid by contract at the end of the summer school assignment.
- 21.5.1.1 Same Classification Assignment
Same compensation as paid in current assignment.
- 21.5.1.2 Higher Classification Assignment
Appropriate range of assignment; same step including longevity as current assignment.
- 21.5.1.3 Lower Classification Assignment
Appropriate range of assignment, same step including longevity as current assignment.
- 21.6 The District maintains the right to cancel or amend any position due to effect of student enrollment or program design.

ARTICLE 22: ORIENTATION AND BENEFITS FAIRE

22.1 Unit Member Orientation Program

The District and CSEA will provide an orientation program for unit members regarding District policies and procedures. The District and CSEA jointly shall determine the content of the program, and will conduct the four-hour orientation program once per semester, beginning January 2006. Unit members who has been employed by the District for more than one year will attend an orientation session every other year. The orientation program for veteran unit members shall be provided in odd-numbered years.

22.2 Benefits Faire

The District and CSEA shall jointly plan and conduct a benefits fair for unit members at least once during every even-numbered year. The faire will include presentations by current health and welfare benefit providers, community resource agencies, CSEA member benefits program, and other agreed to by the parties. Unit members shall attend the benefits faire.

ARTICLE 23: SAVINGS PROVISION

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

ARTICLE 24: SUPPORT OF AGREEMENT

- 24.1 CSEA and the District agree to support this Agreement for its term and will not appear before any public bodies in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and CSEA.

ARTICLE 25: EFFECT OF AGREEMENT

- 25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state law to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 26: COMPLETION OF MEET AND NEGOTIATION

- 26.1 During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement.

ARTICLE 27: DEFLATOR CLAUSE

- 27.1 In the event the District is affected by a reduction in state funding or revenue limit of the previous year or if the District experiences a three percent (3%) or greater reduction in A.D.A., the District and CSEA agree to meet and negotiate immediately concerning compensation and any other Article representing cost to the District.

ARTICLE 28: TERM OF AGREEMENT

Except as stated in specific sections of this Agreement, this Agreement shall become effective on the date approved by the Governing Board and shall remain in effect up to and including June 30, 2018.

- 28.1 For the 2012-2013 year, the parties agree to reopen the Agreement to negotiated about Article 9: Compensation and Work year (including bilingual stipends); Article 10: Health and Welfare Benefits; and two articles selected by each party.
- 28.2 For the 2013-2014 year, the parties agree to reopen the Agreement to negotiate about Article 9: Compensation and Work Year (including bilingual stipends); Article 10: Health and Welfare Benefits and two articles selected by each party.
- 28.3 For the 2014-2015 year, the parties agree to reopen the Agreement to negotiate about Article 9: Compensation and Work Year (including bilingual stipends); Article 10: Health and Welfare Benefits; and two articles selected by each party.
- 28.4 For the 2015-2016 year, the parties agree to reopen the Agreement to negotiate about Article 9: Compensation and Work Year; Article 10: Health And Welfare Benefits; and two article selected by each party.

2013-2014 Negotiations Agreement:

The District and CSEA agree in concept to a side letter/MOU for an internal reclassification study. The District and CSEA will continue to meet and work on terms for a side letter/MOU on the internal reclassification study.

Reclassifications to be implemented during the 2014-2015 and 2015-2016 school years:

The reclassification agreement is attached or the following job families:

- ✓ Transportation Department – Restructure and Reclassification
- ✓ Food Service Department - Reclassification

2014-2015 Negotiating Team:

For California School Employees Association, Gilroy Chapter #69

Theresa Malsack, CSEA Labor Representative

Lee Anne Gaxiola, President

Roy Cripps, Maintenance

Teofilo Delgado, Custodial

Lorraine Fiori, Clerical

Jim Fletcher, IT Department

Linda Gonzalez, Food Service

Stuart Hults, Transportation

For Gilroy Unified School District:

Kim M. Filice, Director – Human Resources (Classified)

Alvaro Meza, Assistant Superintendent/CBO – Business Services

Nitasha Sawhney, GUSD Legal Counsel

APPENDIX A – CSEA DUES AND SERVICE FEES

Current CSEA dues and service fees are listed here for informational purposes only. The amount of CSEA dues and service fees is determined by CSEA and is not subject to the grievance procedures of Article 13.

Effective September 1, 2004:

The per capita dues for the State Association shall be assessed at the rate of 1.5% of the first \$2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments).

The maximum monthly assessment is \$36.75; the maximum annual assessment is \$367.50.

Local Chapter Dues:

Unit members must contact CSEA Local Chapter #69 and complete an enrollment form. The monthly current monthly dues are \$2.00 based on a 10-month basis (September – June).

APPENDIX B – EVALUATION FORM

GUS #38
Rev. 7/94

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

Pre-Evaluation Conference
Initial: Evaluator _____ Date _____
Evaluatee _____ Date _____

Classified Performance Evaluation

Name: _____ Classification: _____ Evaluation due date: _____

Location: _____ Rating Period: _____

To be completed by District Office:

PROBATIONARY ☐ ANNUAL ☐ SPECIAL ☐ ☐ ELIGIBLE FOR STEP OR LONGEVITY INCREASE

PERFORMANCE DIMENSIONS: Check the phrase that most nearly describes the employee's performance over the period by this evaluation. Evaluators are encouraged to make additional comments where appropriate to enhance the evaluation. Comments are required for any rating below 2 in any category and encouraged for outstanding performance.

1. Quality of work consists of correctness with which duties are performed:

A. Neatness	B. Correctness	C. Assigned Duties
<input type="checkbox"/> 1. Work was exemplary – always presentable.	<input type="checkbox"/> 1. Work completed correctly.	<input type="checkbox"/> 1. Tasks performed exceeded the guidelines of the job description.
<input type="checkbox"/> 2. Work was presentable.	<input type="checkbox"/> 2. Work of acceptable quality, mistakes limited in number.	<input type="checkbox"/> 2. Task performed met the guidelines of the job description.
<input type="checkbox"/> 3. Work was usually presentable; sometimes needed to be redone.	<input type="checkbox"/> 3. Work contained numerous errors.	<input type="checkbox"/> 3. Tasks performed usually met the guidelines of the job description.
<input type="checkbox"/> 4. Work was unpresentable.		<input type="checkbox"/> 4. Tasks performed seldom met the guidelines of the job description.

COMMENTS ON QUALITY:

GUS #38-2 Name: _____ Classification: _____
 Rev. 7/94 Evaluation due date: _____ Location: _____
 Rating Period: _____

2. Job Knowledge: Consists of job understanding, application or efficient methods, and skills the employee has for satisfactory performance.

A. Understanding	B. Correctness	C. Assigned Duties
<input type="checkbox"/> 1. All phases of job understood.	<input type="checkbox"/> 1. Methods were effective and efficient.	<input type="checkbox"/> 1. Tasks performed exceeded the guidelines of the job description.
<input type="checkbox"/> 2. Major phases of job understood.	<input type="checkbox"/> 2. Most methods were effective; usually completed in allotted time.	<input type="checkbox"/> 2. Task performed met the guidelines of the job description.
<input type="checkbox"/> 3. Most common phases of the job were understood; understanding of some phases was incomplete.	<input type="checkbox"/> 3. Methods were ineffective or inefficient.	<input type="checkbox"/> 3. Tasks performed usually met the guidelines of the job description.
<input type="checkbox"/> 4. Understanding about key aspects of job was inadequate.		<input type="checkbox"/> 4. Tasks performed seldom met the guidelines of the job description.

COMMENTS ON JOB KNOWLEDGE:

3. Attendance and punctuality: Consists of being at work on time:

A. Attendance	B. Punctuality
<input type="checkbox"/> 1. Attendance was satisfactory.	<input type="checkbox"/> 1. Reported to work on time.
<input type="checkbox"/> 2. Extensive absences were due to (MUST comment) _____	<input type="checkbox"/> 2. Usually on time.
<input type="checkbox"/> 3. Absences were excessive.	<input type="checkbox"/> 3. Frequently tardy.

COMMENTS ON ATTENDANCE & PUNCTUALITY:

GUS #38-3 Name: _____ Classification: _____
 Rev. 7/94 Evaluation due date: _____ Location: _____
 Rating Period: _____

4. Work characteristics: Initiative and resourcefulness, adaptability to stress or change, attitude and ability to prioritize.

A. Initiative and Resourcefulness <input type="checkbox"/> 1. Needs identified and problems solved independently. <input type="checkbox"/> 2. Employee usually initiated required action and solved problems independently. <input type="checkbox"/> 3. Needs were overlooked or not seen by employee; assistance was required to solve problems.	B. Adaptability to stress or change <input type="checkbox"/> 1. Stress or change dealt with satisfactorily, employee maintained composure. <input type="checkbox"/> 2. Usually adapted to stress or change. <input type="checkbox"/> 3. Stressful situations or changes were met with tension, loss of composure, or other ineffective behavior.	C. Attitude <input type="checkbox"/> 1. Positive attitude about work was presented to others. <input type="checkbox"/> 2. Positive attitude typically displayed; job satisfaction seldom apparent. <input type="checkbox"/> 3. Negative attitude or job dissatisfaction was sometimes apparent. <input type="checkbox"/> 4. Negative or hostile attitude displayed; job dissatisfaction was apparent.
D. Prioritizing <input type="checkbox"/> 1. Prioritized jobs so that demands were met and/or anticipated. <input type="checkbox"/> 2. Prioritized jobs, usually resulting in important tasks being completed. <input type="checkbox"/> 3. Prioritized jobs ineffectively, frequently resulted in assigned tasks not being performed.		
COMMENTS ON WORK CHARACTERISTICS: <hr/> <hr/> <hr/> <hr/>		

GUS #38-4 Name: _____ Classification: _____
 Rev. 7/94 Evaluation due date: _____ Location: _____
 Rating Period: _____

5. **Dependability:** Completing required work with a minimum of supervision following oral and/or written Instructions.

A. Supervision Required <input type="checkbox"/> 1. Self starter, very little supervision required. <input type="checkbox"/> 2. Minimum supervision required. <input type="checkbox"/> 3. Supervision was frequently required in order to get assigned work completed. <input type="checkbox"/> 4. Constant supervision required to complete assigned work, difficulty in working without supervision.	B. Following Oral and Written instructions <input type="checkbox"/> 1. Written and oral instructions easily understood / implemented. <input type="checkbox"/> 2. Instructions were followed consistently; repeating of instructions occasionally necessary. <input type="checkbox"/> 3. Instruction were followed with some errors; repeating of instructions was necessary. <input type="checkbox"/> 4. Instructions were not followed; needed to be repeated frequently.
COMMENTS ON DEPENDABILITY: <hr/>	

6. **Working relationships;** sensitive in dealing with students, staff and the public, maintains effective relationships with others.

A. Courtesy and Tact <input type="checkbox"/> 1. Courtesy and tact were demonstrated. <input type="checkbox"/> 2. Courtesy and tact were usually displayed; occasional lapses were demonstrated. <input type="checkbox"/> 3. Behavior often seen as tactless or discourteous; has difficulty dealing with others.	B. Discretion <input type="checkbox"/> 1. Holds confidences and uses discretion at all times. <input type="checkbox"/> 2. Holds confidences and uses discretion most of the time. <input type="checkbox"/> 3. There was evidence that required confidentiality and/or discretion were not observed.	C. Communications <input type="checkbox"/> 1. Communicates effectively with staff, students, or others. <input type="checkbox"/> 2. Usually communicates well with staff, students, or others. <input type="checkbox"/> 3. Often ineffective in communicating with staff, students, or others.
---	---	--

COMMENTS ON WORKING RELATIONSHIPS:

GUS #38-5 Name: _____ Classification: _____
 Rev. 7/94 Evaluation due date: _____ Location: _____
 Rating Period: _____

7. Work Integrity:

<p>A. Work Integrity (Understands the Department/District Goals, and their role as an important member of the organization)</p> <p><input type="checkbox"/> 1. Has a strong understanding of own assignment and its relationship to other responsibilities and positions in the Department/District.</p> <p><input type="checkbox"/> 2. Usually understands own assignment and its relationship to other responsibilities and positions in Department/District.</p> <p><input type="checkbox"/> 3. Has shown difficulty understanding own assignment and its relationship to other responsibilities and positions in Department/District.</p> <p><input type="checkbox"/> 4. Exhibits unwillingness to understand own assignment and its relationship to other responsibilities and positions in Department/District.</p> <p>COMMENTS ON WORK INTEGRITY:</p> <p>_____</p> <p>_____</p> <p>_____</p>

8. Use of Equipment: Correct operation and maintenance of equipment expected of employee
 (Note: Evaluator may wish to indicate specific kinds of equipment):

<p><input type="checkbox"/> 1. Employee displayed complete knowledge of use and maintenance of equipment.</p> <p><input type="checkbox"/> 2. Employee displayed appropriate knowledge of use and maintenance of equipment.</p> <p><input type="checkbox"/> 3. Better judgment and knowledge we needed in using equipment on occasion.</p> <p><input type="checkbox"/> 4. Assigned equipment was used carelessly.</p>	<p>LIST SPECIFIC EQUIPMENT USED:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>COMMENTS OF USE OF EQUIPMENT:</p> <p>_____</p> <p>_____</p> <p>_____</p>	

GUS #38-6 Name: _____ Classification: _____
 Rev. 7/94 Evaluation due date: _____ Location: _____
 Rating Period: _____

9. **Safety and Sanitation:** Consists of safety practices, proper sanitation procedures and personal hygiene practices:

A. Safety Practices <input type="checkbox"/> 1. Safe working procedures were followed; potential hazards were corrected or reported. <input type="checkbox"/> 2. Generally followed safe working procedures. <input type="checkbox"/> 3. Did not follow safe working procedures; inappropriate actions were taken in emergency situations.	B. Sanitation <input type="checkbox"/> 1. Not applicable to this employee. <input type="checkbox"/> 2. Used approved sanitation procedures; unsanitary conditions were corrected or reported. <input type="checkbox"/> 3. Sanitation was at acceptable level; expected amount of care was taken. <input type="checkbox"/> 4. Sanitation practices and procedures were not followed at acceptable level.	C. Personal Hygiene: (Food Service Only) <input type="checkbox"/> 1. Was always neat, clean and well groomed; kept hair neat or covered; shows were clean. <input type="checkbox"/> 2. Usually was clean and adequately groomed. <input type="checkbox"/> 3. Poor grooming or dress habits.
COMMENTS ON SAFETY AND SANITATION: <hr/> <hr/> <hr/>		

GUS #38-7 Name: _____ Classification: _____
Rev. 7/94 Evaluation due date: _____ Location: _____
Rating Period: _____

Overall Rating: ☐ Satisfactory ☐ Unsatisfactory (requires reason)

Step or Longevity Increase: ☐ Recommended ☐ Not Recommended*
*If not recommended, state reasons and
plan of corrective action.*

Signature of Employee _____ Date _____

Signature of Evaluator _____ Date _____

Signature of Reviewer _____ Date _____

Employee Comments: (Optional)

This document will be placed in your Personnel File. You have ten (10) work days from receipt of this document to make any signed, written comments you wish, which will be attached to the document and placed in your primary Personnel File. Your signature does not imply agreement. Your signature does indicate receipt of this document.

Copies:
Personnel File
Evaluator
Employee

California School Employees' Association, Chapter 69
July 1, 2018 – June 30, 2022

APPENDIX C – SALARY SCHEDULES

Salary Range	Step 1 Monthly	Hourly Rate	Step 2 Monthly	Hourly Rate	Step 3 Monthly	Hourly Rate	Step 4 Monthly	Hourly Rate	Step 5 Monthly	Hourly Rate	Step 6 Monthly	Hourly Rate
9	\$2,219	\$12.75	\$2,333	\$13.41	\$2,454	\$14.10	\$2,579	\$14.82	\$2,705	\$15.55	\$2,845	\$16.35
10	\$2,285	\$13.13	\$2,388	\$13.72	\$2,515	\$14.45	\$2,644	\$15.20	\$2,768	\$15.91	\$2,910	\$16.72
11	\$2,333	\$13.41	\$2,454	\$14.10	\$2,579	\$14.82	\$2,705	\$15.55	\$2,845	\$16.35	\$2,979	\$17.12
12	\$2,388	\$13.72	\$2,515	\$14.45	\$2,644	\$15.20	\$2,768	\$15.91	\$2,910	\$16.72	\$3,057	\$17.57
13	\$2,454	\$14.10	\$2,579	\$14.82	\$2,705	\$15.55	\$2,845	\$16.35	\$2,979	\$17.12	\$3,138	\$18.03
14	\$2,515	\$14.45	\$2,644	\$15.20	\$2,768	\$15.91	\$2,910	\$16.72	\$3,057	\$17.57	\$3,207	\$18.43
15	\$2,579	\$14.82	\$2,705	\$15.55	\$2,845	\$16.35	\$2,979	\$17.12	\$3,138	\$18.03	\$3,286	\$18.89
16	\$2,644	\$15.20	\$2,768	\$15.91	\$2,910	\$16.72	\$3,057	\$17.57	\$3,207	\$18.43	\$3,374	\$19.39
17	\$2,705	\$15.55	\$2,845	\$16.35	\$2,979	\$17.12	\$3,138	\$18.03	\$3,286	\$18.89	\$3,461	\$19.89
18	\$2,768	\$15.91	\$2,910	\$16.72	\$3,057	\$17.57	\$3,207	\$18.43	\$3,374	\$19.39	\$3,541	\$20.35
19	\$2,845	\$16.35	\$2,979	\$17.12	\$3,138	\$18.03	\$3,286	\$18.89	\$3,461	\$19.89	\$3,624	\$20.83
20	\$2,910	\$16.72	\$3,057	\$17.57	\$3,207	\$18.43	\$3,374	\$19.39	\$3,541	\$20.35	\$3,727	\$21.42
21	\$2,979	\$17.12	\$3,138	\$18.03	\$3,286	\$18.89	\$3,461	\$19.89	\$3,624	\$20.83	\$3,811	\$21.90
22	\$3,057	\$17.57	\$3,207	\$18.43	\$3,374	\$19.39	\$3,541	\$20.35	\$3,727	\$21.42	\$3,900	\$22.41
23	\$3,138	\$18.03	\$3,286	\$18.89	\$3,461	\$19.89	\$3,624	\$20.83	\$3,811	\$21.90	\$3,995	\$22.96
24	\$3,207	\$18.43	\$3,374	\$19.39	\$3,541	\$20.35	\$3,727	\$21.42	\$3,900	\$22.41	\$4,094	\$23.53
25	\$3,286	\$18.89	\$3,461	\$19.89	\$3,624	\$20.83	\$3,811	\$21.90	\$3,995	\$22.96	\$4,186	\$24.06
26	\$3,374	\$19.39	\$3,541	\$20.35	\$3,727	\$21.42	\$3,900	\$22.41	\$4,094	\$23.53	\$4,299	\$24.71
27	\$3,461	\$19.89	\$3,624	\$20.83	\$3,811	\$21.90	\$3,995	\$22.96	\$4,186	\$24.06	\$4,406	\$25.32
28	\$3,541	\$20.35	\$3,727	\$21.42	\$3,900	\$22.41	\$4,094	\$23.53	\$4,299	\$24.71	\$4,518	\$25.97
29	\$3,624	\$20.83	\$3,811	\$21.90	\$3,995	\$22.96	\$4,186	\$24.06	\$4,406	\$25.32	\$4,626	\$26.59
30	\$3,727	\$21.42	\$3,900	\$22.41	\$4,094	\$23.53	\$4,299	\$24.71	\$4,518	\$25.97	\$4,745	\$27.27
31	\$3,811	\$21.90	\$3,995	\$22.96	\$4,186	\$24.06	\$4,406	\$25.32	\$4,626	\$26.59	\$4,858	\$27.92
32	\$3,900	\$22.41	\$4,094	\$23.53	\$4,299	\$24.71	\$4,518	\$25.97	\$4,745	\$27.27	\$4,991	\$28.68
33	\$3,995	\$22.96	\$4,186	\$24.06	\$4,406	\$25.32	\$4,626	\$26.59	\$4,858	\$27.92	\$5,100	\$29.31
34	\$4,094	\$23.53	\$4,299	\$24.71	\$4,518	\$25.97	\$4,745	\$27.27	\$4,991	\$28.68	\$5,226	\$30.03
35	\$4,186	\$24.06	\$4,406	\$25.32	\$4,626	\$26.59	\$4,858	\$27.92	\$5,100	\$29.31	\$5,352	\$30.76
36	\$4,299	\$24.71	\$4,518	\$25.97	\$4,745	\$27.27	\$4,991	\$28.68	\$5,226	\$30.03	\$5,499	\$31.60
37	\$4,406	\$25.32	\$4,626	\$26.59	\$4,858	\$27.92	\$5,100	\$29.31	\$5,352	\$30.76	\$5,626	\$32.33
38	\$4,518	\$25.97	\$4,745	\$27.27	\$4,991	\$28.68	\$5,226	\$30.03	\$5,499	\$31.60	\$5,765	\$33.13
39	\$4,626	\$26.59	\$4,858	\$27.92	\$5,100	\$29.31	\$5,352	\$30.76	\$5,626	\$32.33	\$5,910	\$33.97
40	\$4,745	\$27.27	\$4,991	\$28.68	\$5,226	\$30.03	\$5,499	\$31.60	\$5,765	\$33.13	\$6,055	\$34.80
60	\$5,240	\$30.11	\$5,499	\$31.60	\$5,626	\$32.33	\$6,055	\$34.80	\$6,362	\$36.56	\$6,683	\$38.41
61	\$7,046	\$40.49	\$7,377	\$42.40	\$7,562	\$43.46	\$8,144	\$46.80	\$8,556	\$49.17	\$8,775	\$50.43

Paid Days: 199 (August 13 days / September - June 186 days)

Library Clerk II (Range 14)

186 days
1488 hours

Range	Vacation Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
14		\$2,515	\$14.45 \$2,644	\$15.20 \$2,768	\$15.91 \$2,910	\$16.72 \$3,057	\$17.57 \$3,207
1488	0	\$ 2,150.16	\$ 2,261.76	\$ 2,367.41	\$ 2,487.94	\$ 2,614.42	\$ 2,742.38
1 - 5 yrs.	73.50	\$ 2,256.37	\$ 2,373.48	\$ 2,484.35	\$ 2,610.83	\$ 2,743.56	\$ 2,877.84
6 - 8 yrs.	88.00	\$ 2,277.32	\$ 2,395.52	\$ 2,507.42	\$ 2,635.07	\$ 2,769.03	\$ 2,904.57
9 - 11 yrs.	103.00	\$ 2,299.00	\$ 2,418.32	\$ 2,531.28	\$ 2,660.15	\$ 2,795.39	\$ 2,932.21
12 - 14 yrs.	117.50	\$ 2,319.95	\$ 2,440.36	\$ 2,554.35	\$ 2,684.40	\$ 2,820.86	\$ 2,958.94
15 - 17 yrs.	132.00	\$ 2,340.90	\$ 2,462.40	\$ 2,577.42	\$ 2,708.64	\$ 2,846.34	\$ 2,985.66
18 - 20 yrs.	146.75	\$ 2,362.21	\$ 2,484.82	\$ 2,600.89	\$ 2,733.30	\$ 2,872.26	\$ 3,012.84

Library Clerk III (Range 19)

186 days
1488 hours

Range	Vacation Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
19		\$2,845	\$16.35 \$2,979	\$17.12 \$3,138	\$18.03 \$3,286	\$18.89 \$3,461	\$19.89 \$3,624
1488	0	\$ 2,432.88	\$ 2,547.46	\$ 2,682.86	\$ 2,810.83	\$ 2,959.63	\$ 3,099.50
1 - 5 yrs.	73.50	\$ 2,553.05	\$ 2,673.29	\$ 2,815.38	\$ 2,949.67	\$ 3,105.82	\$ 3,252.60
6 - 8 yrs.	88.00	\$ 2,576.76	\$ 2,698.11	\$ 2,841.53	\$ 2,977.06	\$ 3,134.66	\$ 3,282.81
9 - 11 yrs.	103.00	\$ 2,601.29	\$ 2,723.79	\$ 2,868.57	\$ 3,005.40	\$ 3,164.50	\$ 3,314.05
12 - 14 yrs.	117.50	\$ 2,624.99	\$ 2,748.62	\$ 2,894.72	\$ 3,032.79	\$ 3,193.34	\$ 3,344.26
15 - 17 yrs.	132.00	\$ 2,648.70	\$ 2,773.44	\$ 2,920.86	\$ 3,060.18	\$ 3,222.18	\$ 3,374.46
18 - 20 yrs.	146.75	\$ 2,672.82	\$ 2,798.69	\$ 2,947.45	\$ 3,088.04	\$ 3,251.52	\$ 3,405.18

Gilroy Unified School District
Prepared for the purpose of equal payments
2018/2019 School Year

2% Increase Effective January 1, 2018

Paid Days: 199 (August 13 days / September - June 186 days)

School Community Liaison (Range 19)

186 days

1488 hours

Range	Vacation Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
19		\$2,845	\$2,979	\$3,138	\$3,286	\$3,461	\$3,624
1488	0	\$ 2,432.88	\$ 2,547.46	\$ 2,682.86	\$ 2,810.83	\$ 2,959.63	\$ 3,099.50
1 - 5 yrs.	73.50	\$ 2,553.05	\$ 2,673.29	\$ 2,815.38	\$ 2,949.67	\$ 3,105.82	\$ 3,252.60
6 - 8 yrs.	88.00	\$ 2,576.76	\$ 2,698.11	\$ 2,841.53	\$ 2,977.06	\$ 3,134.66	\$ 3,282.81
9 - 11 yrs.	103.00	\$ 2,601.29	\$ 2,723.79	\$ 2,868.57	\$ 3,005.40	\$ 3,164.50	\$ 3,314.05
12 - 14 yrs.	117.50	\$ 2,624.99	\$ 2,748.62	\$ 2,894.72	\$ 3,032.79	\$ 3,193.34	\$ 3,344.26
15 - 17 yrs.	132.00	\$ 2,648.70	\$ 2,773.44	\$ 2,920.86	\$ 3,060.18	\$ 3,222.18	\$ 3,374.46
18 - 20 yrs.	146.75	\$ 2,672.82	\$ 2,798.69	\$ 2,947.45	\$ 3,088.04	\$ 3,251.52	\$ 3,405.18

Attendance Liaison (Range 21)

186 days

1488 hours

Range	Vacation Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
21		\$2,979	\$3,138	\$3,286	\$3,461	\$3,624	\$3,811
1488	0	\$ 2,547.46	\$ 2,682.86	\$ 2,810.83	\$ 2,959.63	\$ 3,099.50	\$ 3,258.72
1 - 5 yrs.	73.50	\$ 2,673.29	\$ 2,815.38	\$ 2,949.67	\$ 3,105.82	\$ 3,252.60	\$ 3,419.69
6 - 8 yrs.	88.00	\$ 2,698.11	\$ 2,841.53	\$ 2,977.06	\$ 3,134.66	\$ 3,282.81	\$ 3,451.44
9 - 11 yrs.	103.00	\$ 2,723.79	\$ 2,868.57	\$ 3,005.40	\$ 3,164.50	\$ 3,314.05	\$ 3,484.29
12 - 14 yrs.	117.50	\$ 2,748.62	\$ 2,894.72	\$ 3,032.79	\$ 3,193.34	\$ 3,344.26	\$ 3,516.05
15 - 17 yrs.	132.00	\$ 2,773.44	\$ 2,920.86	\$ 3,060.18	\$ 3,222.18	\$ 3,374.46	\$ 3,547.80
18 - 20 yrs.	146.75	\$ 2,798.69	\$ 2,947.45	\$ 3,088.04	\$ 3,251.52	\$ 3,405.18	\$ 3,580.10

Gilroy Unified School District
Prepared for the purpose of equal payments
2018/2019 School Year

2% Increase Effective January 1, 2018

Migrant Education Program Liaison Recruiter (Range 23)

201 days
1608 hours

Paid Days 201: July through June 10 equal payments
Recess period December and January UNPAID

Range	Vacation Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
23		\$3,138	\$18.03 \$3,286	\$18.89 \$3,461	\$19.89 \$3,624	\$20.83 \$3,811	\$21.90 \$3,995
1608	0	\$ 2,899.22	\$ 3,037.51	\$ 3,198.31	\$ 3,349.46	\$ 3,521.52	\$ 3,691.97
1 - 5 yrs.	73.50	\$ 3,031.74	\$ 3,176.35	\$ 3,344.50	\$ 3,502.56	\$ 3,682.49	\$ 3,860.72
6 - 8 yrs.	88.00	\$ 3,057.89	\$ 3,203.74	\$ 3,373.34	\$ 3,532.77	\$ 3,714.24	\$ 3,894.02
9 - 11 yrs.	103.00	\$ 3,084.93	\$ 3,232.08	\$ 3,403.18	\$ 3,564.01	\$ 3,747.09	\$ 3,928.46
12 - 14 yrs.	117.50	\$ 3,111.08	\$ 3,259.47	\$ 3,432.02	\$ 3,594.22	\$ 3,778.85	\$ 3,961.75
15 - 17 yrs.	132.00	\$ 3,137.22	\$ 3,286.86	\$ 3,460.86	\$ 3,624.42	\$ 3,810.60	\$ 3,995.04
18 - 20 yrs.	146.75	\$ 3,163.81	\$ 3,314.72	\$ 3,490.20	\$ 3,655.14	\$ 3,842.90	\$ 4,028.91

Gilroy Unified School District

Prepared for the purpose of equal payments.
2018/2019 School Year

2% Increase Effective January 1, 2018

Paid Days: 199 (August 13 days / September - June 186 days)

School Health Clerk (Range 16)

186 days

1488 hours

Range	Vacation Hrs	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
16		\$2,644	\$15.20	\$2,768	\$15.91	\$2,910	\$16.72	\$3,057	\$17.57	\$3,207	\$18.43	\$3,374	\$19.39
1488	0	\$	2,261.76	\$	2,367.41	\$	2,487.94	\$	2,614.42	\$	2,742.38	\$	2,885.23
1 - 5 yrs.	73.50	\$	2,373.48	\$	2,484.35	\$	2,610.83	\$	2,743.56	\$	2,877.84	\$	3,027.75
6 - 8 yrs.	88.00	\$	2,395.52	\$	2,507.42	\$	2,635.07	\$	2,769.03	\$	2,904.57	\$	3,055.86
9 - 11 yrs.	103.00	\$	2,418.32	\$	2,531.28	\$	2,660.15	\$	2,795.39	\$	2,932.21	\$	3,084.95
12 - 14 yrs.	117.50	\$	2,440.36	\$	2,554.35	\$	2,684.40	\$	2,820.86	\$	2,958.94	\$	3,113.06
15 - 17 yrs.	132.00	\$	2,462.40	\$	2,577.42	\$	2,708.64	\$	2,846.34	\$	2,985.66	\$	3,141.18
18 - 20 yrs.	146.75	\$	2,484.82	\$	2,600.89	\$	2,733.30	\$	2,872.26	\$	3,012.84	\$	3,169.78

Gilroy Unified School District
Prepared for the purpose of equal payments
2018/2019 School Year

2% Increase Effective January 1, 2018

PENDIX D – WORK CALENDARS

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Twelve Month Schedule



July 2018						
Su	M	T	W	Th	F	Sa
1	2	3	H	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	T	W	Th	F	Sa
						1
2	H	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	H	13	14	15	16
17	18	19	20	21	H	H
22	23	24	25	26	27	28
29	30					

December 2018						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	H	H	H	H	H	29
30	H					

January 2019						
Su	M	T	W	Th	F	Sa
		H	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	H	H	20	21	22	23
24	25	26	27	28		

March 2019						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	M	T	W	Th	F	Sa
	1	2	3	4	H	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	28	29	30	31	

June 2019						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

2018-2019 Holidays (17 days)

Wednesday - July 4, 2018	Independence Day
Monday - September 3, 2018	Labor Day
Monday - November 12, 2018	Veteran's Day
Thursday - November 22, 2018	Thanksgiving Day
Friday - November 23, 2018	Working day after Thanksgiving Day
Monday - December 24, 2018	Christmas Eve Day
Tuesday - December 25, 2018	Christmas Day
Wednesday - December 26, 2018	Working day after Christmas Day
Thursday - December 27, 2018	Substitute Holiday (Day before Christmas Eve Day)
Friday - December 28, 2018	Substitute Holiday (Admission Day)
Monday - December 31, 2018	New Year's Eve Day
Tuesday - January 1, 2019	New Year's Day
Monday - January 21, 2019	Martin Luther King Day
Monday - February 18, 2019	Lincoln's Day
Tuesday - February 19, 2019	Washington's Day
Friday - April 5, 2019	Spring Vacation Day
Monday - May 27, 2019	Memorial Day

Requesting Vacation Days:

All requests for vacation days must be submitted to supervisor for approval on form GUS #47

Work Days (shaded)

Holidays- 17 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Eleven Month Schedule



July 2018							August 2018							September 2018						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7				1	2	3	4							
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

October 2018							November 2018							December 2018						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6						1	2							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

January 2019							February 2019							March 2019						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
		1	2	3	4	5						1	2							
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						

April 2019							May 2019							June 2019						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

Positions:

Academic Recovery Academy Secretary
 Bus Driver Trainer
 CalSOAP Services Specialist & Bookkeeper
 Preschool Program Administrative Assistant
 Preschool Program Office Coordinator
 School Office Coordinator I
 Antonio del Buono Elementary School
 El Roble Elementary School
 Eliot Elementary School
 Glen View Elementary School
 Las Animas Elementary School
 Luigi Aprea Elementary School
 Rod Kelley Elementary School
 Rucker Elementary School
 School Office Coordinator II
 Mt. Madonna Continuation High School
 Senior Staff Secretary - District Enrollment
 Staff Secretary I - Christopher High School & Gilroy High School
 Administration/Reception Area
 District Office (Student Services)
 Staff Secretary II - Gilroy High School (Student Services)
 Textbook Room Clerk - Christopher High School & Gilroy High School

Recess Period: July 2018

Mandatory Vacation Days

November 21, 2018
 February 20, 2019
 February 21, 2019
 February 22, 2019

Requesting Vacation Days:
 All requests for vacation days
 must be submitted to supervisor
 for approval on form GUS #47

Work Days (shaded)

Holidays - 16 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period of July 2018.
 You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the 2018-2019 school year.

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Traditional Work Schedule



Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	H	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Classifications:

School Office Clerk II
 School Office Clerk III
 Staff Secretary I

August 6, 2018* (Note: Days worked in August 2018 are paid in August for actual workdays)

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	H	13	14	15	16	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	H	H	H	H	H	29
30	H					

Payroll for the period of September 2018 - June 2019 will be paid per Article 9 of CSEA agreement in equal payments.

Su	M	T	W	Th	F	Sa
		H	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28	29	30	31		

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	H	H	20	21	22	23
24	25	26	27	28		

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	T	W	Th	F	Sa
	1	2	3	4	H	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Month	Work Days	Holidays
August 2018*	20	0
September 2018	19	1
October 2018	23	0
November 2018	16	3
December 2018	15	6
January 2019	18	2
February 2019	15	2
March 2019	21	0
April 2019	17	1
May 2019	22	1
June 2019	10	0
Total paid days	196	16
		Total
		212

Work Days (shaded)
 Holidays - 16 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period of July 2018.
 You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the 2018-2019 school year.

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Traditional Work Schedule



Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	H	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	H	13	14	15	16	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	H	H	H	H	H	29
30	H					

Su	M	T	W	Th	F	Sa
		H	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28	29	30	31		

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	H	H	20	21	22	23
24	25	26	27	28		

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	T	W	Th	F	Sa
	1	2	3	4	H	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Classifications:

Attendance Liaison
 Health Clerk
 Library Clerk II
 Library Clerk III
 School/Community Liaison

August 15, 2018* (Note: Days worked in August 2018 are paid in August for actual workdays)
 Payroll for the period of September 2018 - June 2019 will be paid per Article 9 of CSEA agreement in equal payments.

Month	Work Days	Holidays
August 2018*	13	0
September 2018	19	1
October 2018	23	0
November 2018	16	3
December 2018	15	6
January 2019	17	2
February 2019	15	2
March 2019	21	0
April 2019	17	1
May 2019	22	1
June 2019	5	0
Total paid days	183	16
		Total 199

Non-Work Day based on program assignment

January 25, 2019

Work Days (shaded)

Holidays - 16 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period of July 2018.
 You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the 2018-2019 school year.

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Traditional Work Schedule



Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	H	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Classifications:

Food Service Assistant
 Satellite Kitchen Operator I, II, III

August 13, 2018* (Note: Days worked in August 2018 are paid in August for actual workdays)
 Payroll for the period of September 2018 - June 2019 will be paid per Article 9 of CSEA agreement in equal payments.

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	H	13	14	15	16	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	H	H	H	H	H	29
30	H					

Su	M	T	W	Th	F	Sa
			H	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	H	22	23	24	25
26	27	28	29	30	31	

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	H	H	20	21	22	23
24	25	26	27	28		

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	T	W	Th	F	Sa
	1	2	3	4	H	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Month	TK - 5 th	6 - 12 th	Holidays
August 2018*	15	15	0
September 2018	19	19	1
October 2018	22	22	0
November 2018	16	16	3
December 2018	15	15	6
January 2019	17	16	2
February 2019	15	15	2
March 2019	21	21	0
April 2019	17	17	1
May 2019	21	22	1
June 2019	5	5	0
Total paid days	183	183	16
			Total 199

Non-Work Day based on program assignment

Elementary Program: Secondary Program:

October 12, 2018 October 12, 2018

January 25, 2019 January 7, 2019

May 28, 2019 January 25, 2019

Work Days (shaded)

Holidays - 16 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period of July 2018.

You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the 2018-2019 school year.

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Traditional Work Schedule



Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	H	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Classifications:

Food Service Custodian I
 Elementary Schools

August 9, 2018* (Note: Days worked in August 2018 are paid in August for actual workdays)

Payroll for the period of September 2018 - June 2019 will be paid per Article 9 of CSEA agreement in equal payments.

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	H	13	14	15	16	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	H	H	H	H	H	29
30	H					

Su	M	T	W	Th	F	Sa
		H	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28	29	30	31		

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	H	H	20	21	22	23
24	25	26	27	28		

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	T	W	Th	F	Sa
	1	2	3	4	H	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Month	Work Days	Holidays
August 2018*	17	0
September 2018	19	1
October 2018	23	0
November 2018	16	3
December 2018	15	6
January 2019	18	2
February 2019	15	2
March 2019	21	0
April 2019	17	1
May 2019	22	1
June 2019	10	0
Total paid days	193	16
		209

Work Days (shaded)
 Holidays - 16 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period of July 2018.
 You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the 2018-2019 school year.

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Traditional Work Schedule



Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
2	H	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Classifications:
 Campus Supervisors
 Middle and High Schools

August 14, 2018* (Note: Days worked in August 2018 are paid in August for actual workdays)

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	H	13	14	15	16	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	H	H	H	H	H	29
30	H					

Payroll for the period of September 2018 - June 2019 will be paid per Article 9 of CSEA agreement in equal payments.

Month	Work Days	Holidays	
August 2018*	14	0	
September 2018	19	1	
October 2018	22	0	
November 2018	16	3	
December 2018	15	6	
January 2019	17	2	
February 2019	15	2	
March 2019	21	0	
April 2019	17	1	
May 2019	22	1	
June 2019	5	0	
Total paid days	183	16	Total 199

Su	M	T	W	Th	F	Sa
		H	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28	29	30	31		

Su	M	T	W	Th	F	Sa
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Su	M	T	W	Th	F	Sa
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23	24	25	26	27	28	29
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Non-Work Day based on program assignment
 October 12, 2018 January 25, 2019

Work Days (shaded)
 Holidays - 16 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period of July 2018.
 You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the 2018-2019 school year.

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Traditional Work Schedule



Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	T	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Classifications:
School Bus Driver

August 14, 2018* (Note: Days worked in August 2018 are paid in August for actual workdays)

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Su	M	T	W	Th	F	Sa
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4	5	6	7	8	9	10
11	H	13	14	15	16	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

Su	M	T	W	Th	F	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	H	H	H	H	H	29
30	H					

Payroll for the period of September 2018 - June 2019 will be paid per Article 9 of CSEA agreement in equal payments.

Month	Work Days	Holidays
August 2018*	14	0
September 2018	19	1
October 2018	22	0
November 2018	16	3
December 2018	15	6
January 2019	17	2
February 2019	15	2
March 2019	21	0
April 2019	17	1
May 2019	22	1
June 2019	5	0
Total paid days	183	16
		Total
		199

Su	M	T	W	Th	F	Sa
		H	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

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17	H	H	20	21	22	23
24	25	26	27	28		

Su	M	T	W	Th	F	Sa
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24	25	26	27	28	29	30
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Su	M	T	W	Th	F	Sa
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28	29	30				

Su	M	T	W	Th	F	Sa
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Su	M	T	W	Th	F	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Non-Work Day based on program assignment

October 12, 2018 January 25, 2019

Work Days (shaded)

Holidays - 16 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period of July 2018.
 You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the 2018-2019 school year.

Gilroy Unified School District
CSEA Work Calendar 2018/2019 School Year - Twelve Month Schedule
Work Week: Tuesday through Saturday



Su	M	T	W	Th	F	Sa
1	2	3	H	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
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Su	M	T	W	Th	F	Sa
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11	12	H	14	15	16	17
18	19	20	21	H	H	24
25	26	27	28	29	30	

Su	M	T	W	Th	F	Sa
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16	17	18	19	20	21	H
23	24	H	H	H	H	H
30	31					

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Su	M	T	W	Th	F	Sa
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2018-2019 Holidays (17 days)

Wednesday - July 4, 2018	Independence Day
Tuesday - September 4, 2018	Labor Day
Tuesday - November 13, 2018	Veteran's Day
Thursday - November 22, 2018	Thanksgiving Day
Friday - November 23, 2018	Working day after Thanksgiving Day
Saturday - December 22, 2018	Christmas Eve Day
Tuesday - December 25, 2018	Christmas Day
Wednesday - December 26, 2018	Working day after Christmas Day
Thursday - December 27, 2018	Substitute Holiday (Day before Christmas Eve Day)
Friday - December 28, 2018	Substitute Holiday (Admission Day)
Saturday - December 29, 2018	New Year's Eve Day
Tuesday - January 1, 2019	New Year's Day
Tuesday - January 22, 2019	Martin Luther King Day
Tuesday - February 19, 2019	Lincoln's Day
Wednesday - February 20, 2019	Washington's Day
Saturday - April 6, 2019	Spring Vacation Day
Tuesday - May 28, 2019	Memorial Day

Requesting Vacation Days:
 All requests for vacation days
 must be submitted to supervisor
 for approval on form GUS #47

Work Days (shaded)

Holidays- 17 days (shaded)

Approved by GUSD and CSEA: 05/24/2018

Gilroy USD

Administrative Regulation

Dismissal/Suspension/Disciplinary Action

AR 4218

Personnel

Termination of Probationary Employment

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

Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

(cf. 4020 - Drug and Alcohol-Free Workplace)

- h. Possessing or being under the influence of a controlled substance at work or away from work, or

furnishing a controlled substance to a minor.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. Absence without leave.

k. Immoral conduct.

l. Discourteous treatment of the public, students, or other employees.

m. Improper political activity.

n. Willful disobedience.

o. Misuse of district property.

p. Violation of district, Board or departmental rule, policy, or procedure.

q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.

t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

2. Initiation and Notification of Charges

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

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

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

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

6. Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

7. Hearing Procedures

a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in

which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:

- (1) Adopt the proposed decision in its entirety.
- (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
- (3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
- (4) Reject the proposed decision in its entirety.

d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

8. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

9. Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been

rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports

45101 Definitions (including "disciplinary action," "cause")

45109 Fixing of duties

45113 Rules and regulations for classified service in districts not incorporating the merit system

45123 Employment after conviction of sex or narcotics offense

45302 Demotion and removal from permanent classified service

45303 Additional cause for suspension or dismissal of employees in classified service

45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101 -12213 Americans With Disabilities Act

COURT DECISIONS

California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391

CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830 (1975)

Regulation GILROY UNIFIED SCHOOL DISTRICT

approved: November 20, 2008 Gilroy, California

Gilroy USD

Board Policy

Drug And Alcohol-Free Workplace

BP 4020

Personnel

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 701)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, on duty means while an employee is on duty during both instructional and noninstructional time in the classroom or workplace, at extracurricular or cocurricular activities, or while transporting students or otherwise supervising them. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

(cf. 4032 - Reasonable Accommodation)

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 701)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 701)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Drug-Free Awareness Program

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 701)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs

(cf. 4159/4259/4359 - Employee Assistance Programs)

4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

Legal Reference:

EDUCATION CODE

44011 Controlled substance offense
44425 Conviction of controlled substance offenses as grounds for revocation of credential
44836 Employment of certificated persons convicted of controlled substance offenses
44940 Compulsory leave of absence for certificated persons
44940.5 Procedures when employees are placed on compulsory leave of absence
45123 Employment after conviction of controlled substance offense
45304 Compulsory leave of absence for classified persons

GOVERNMENT CODE

8350-8357 Drug-free workplace

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

812 Schedule of controlled substances

UNITED STATES CODE, TITLE 41

701-707 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 Schedule of controlled substances

COURT DECISIONS

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. RagingWire Telecommunications, Inc., (2008) 42 Cal.4th 920

Management Resources:

WEB SITES

California Department of Alcohol and Drug Programs: <http://www.adp.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Labor: <http://www.dol.gov>

Policy GILROY UNIFIED SCHOOL DISTRICT

adopted: October 6, 2011 Gilroy, California