

CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION

MASTER AGREEMENT

2006-2009

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ARTICLE I
AGREEMENT

1.1 AGREEMENT:

The articles and provisions contained herein constitute a bilateral and binding agreement (AGREEMENT) by and between the Board of Education of the Fort Bragg Unified School District, hereinafter referred to as DISTRICT and the California School Employees Association and its Fort Bragg Unified District Chapter #487, hereinafter referred to as CSEA. This AGREEMENT is authorized by Chapter 10.7, Sections 3540-3549 of the Government Code (Rodda Act).

ARTICLE II RECOGNITION

2.1 RECOGNITION:

DISTRICT recognizes CSEA as the exclusive bargaining representative for all classified employees in the bargaining unit.

2.2 UNIT DESCRIPTION:

The unit consists of regularly employed classified employees exclusive of those employed in the following positions:

1. District Business Manager
2. Budget Analyst
3. Administrative Assistant
4. Personnel Specialist
5. Senior Account Clerk
6. Secretary to Director of Special Programs
7. Account Clerk II
8. Account Clerk I
9. Transportation Director
10. Food Service Director
11. District Receptionists
12. Yard Duty Supervisors-whose sole position is Yard Duty
13. Technology Support Technician
14. Technology Network Manager
15. Director, State Preschool

2.3 UNIT MODIFICATION:

This AGREEMENT applies only to the employees in the above bargaining unit. All newly created classified positions except those that are lawfully certificated, management, confidential, or supervisory shall be assigned to the bargaining unit. The determination of assignment shall be made by mutual agreement between DISTRICT and CSEA under guidelines established by the PERB (Public Employment Relations Board). Disputed cases shall be submitted to the PERB for resolution.

2.4. DEFINITIONS:

- 2.4.1. "**Agreement**" means this written document.
- 2.4.2. "**Annual days of employment**" means the number of days of service required by the employees annual employment notice and the specific days of service specified by the annual calendar adopted by the Board.
- 2.4.3. "**Board**" means the Governing Board of the Fort Bragg Unified School District.
- 2.4.4. "**Class**" means all positions with the same title and with the same class description.
- 2.4.5. "**Class Description**" means that document, commonly called a job description, which defines and delineates the duties, responsibilities, required skills, training and education applicable to incumbents in a class.
- 2.4.6. "**Classification**" means the process of job analysis and documentation by which newly created positions are defined and delineated in a formal class description, and allocated a specific rate of pay (salary range).
- 2.4.7. "**Classification Series**" means a group of classes in the same occupational field with a high degree of similarity.
- 2.4.8. "**CSEA**" means the California School Employees Association and its Fort Bragg Unified Chapter #487.
- 2.4.9. "**Daily rate of pay**" means the employee's hourly rate of pay times the number of regularly assigned hours per day.
- 2.4.10. "**Dismissal**" means involuntary separation from employment for cause.
- 2.4.11. "**District**" means the Governing Board of the Fort Bragg Unified School District.
- 2.4.12. "**Employee**" means any classified employee, whose position is not listed in Article II, Section 2.2 and who is, therefore, covered by the terms and provisions of this Agreement.
- 2.4.13. "**Promotion**" means a transfer, which places any employee on a salary range higher than the previous one.
- 2.4.14. "**Seniority**" means a list of all employees in a job classification based on the date of hire as a regular employee in the class, plus higher classes or as determined under "equal seniority". ("Equal seniority" means that if two or more employees possess equal seniority, precedence shall be determined by the greatest number of hours in paid status in a class plus higher classes. If hours in paid status seniority be equal, precedence shall be determined by lot.)
- 2.4.15. "**Short Term**" means a person hired on an hourly basis for a specific temporary project of limited duration upon completion of which the service required will no longer be needed on a continuing basis. Short-term employees are excluded from classified service.
- 2.4.16. "**Termination**" means separation from employment with the district by resignation, retirement, or other voluntary means.
- 2.4.17. "**Transfer**" means movement of an employee from one position to another position in the same, or a different class.

ARTICLE III
NON-DISCRIMINATION

3.1 NON-DISCRIMINATION:

All employees shall have the right to become, or not to become, members of employee organizations. Neither DISTRICT nor CSEA, nor the officers, members or employees of either shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity(ies).

ARTICLE IV
ORGANIZATIONAL SECURITY

4.1 CHECKOFF:

CSEA shall have the sole and exclusive right to have employees' organization membership dues, initiation and service fees deducted for employees by DISTRICT.

4.2 AGENCY SHOP:

As a condition of continued employment with the DISTRICT, within thirty (30) calendar days of the date of final ratification of this AGREEMENT, or within thirty (30) calendar days of date of hire for employees hired during the life of this AGREEMENT, each employee shall either become a member of CSEA and pay regular CSEA membership dues and assessments; or, in the alternative, shall pay service fees to CSEA in amounts equal to CSEA membership dues and assessments. In addition, each employee shall, as a condition of continued employment with DISTRICT, maintain one or the other payment in full force and effect for the life of this AGREEMENT. The fee assessed in lieu of dues shall not be in violation of the Hudson decision or subsequent Federal or California Supreme Court Action.

4.3 NOTIFICATION:

DISTRICT agrees to notify the CSEA Chapter Treasurer in writing of names, addresses, assigned job sites and job classifications of all employees who are members of the bargaining unit on the date of final ratification of this AGREEMENT, and who are hired during the life of this AGREEMENT.

4.4 ENFORCEMENT:

Should any employee fail to comply with the provisions of Section 4.2, the CSEA Chapter President shall notify the District Superintendent of the fact in writing, and shall request that DISTRICT commence withholding the service fee amount from the employees wages. DISTRICT shall commence withholding the service fee amount from the employees' wages during the next payroll cycle, and shall deliver the amount to CSEA in the same manner as other employees' dues and service fees. DISTRICT shall continue withholding service fees from the employees' wages on a monthly basis from September through June of each year until such time as CSEA notifies DISTRICT in writing to terminate such withholding.

4.5 DUES/FEES RATES:

CSEA membership dues, assessments, and service fees shall be paid in accordance with the rates established in Appendix B, and incorporated by reference. Rates may be modified or amended during the life of this AGREEMENT in accordance with the provision of the Constitution and Bylaws of CSEA (The State Association and/or the affiliated Chapter). Service fees charged shall not exceed the rates permitted by case or statutory law.

4.6 RELIGIOUS EXEMPTION:

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall be excused from the provision of Section 4.2, except that such employee shall, in lieu of payment of

dues/service fees to CSEA, pay amounts equal to the dues/service fees to a non-religious non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, as selected by the employee. The employee shall provide documentary proof of such payment to CSEA, on an annual or monthly basis depending on the method of payment to the organization or fund, in order to retain eligibility for this exemption. If the employee fails to provide such proof within thirty (30) days after any required and scheduled payment, CSEA shall notify DISTRICT of that fact, and CSEA shall have the right to impose the provisions of Section 4.4 on the employee.

4.7 HOLD HARMLESS:

CSEA shall indemnify and hold DISTRICT harmless from any and all claims, demands, and suits, or any other action arising from the organizational security provisions of this ARTICLE.

ARTICLE V
HOURS AND OVERTIME

5.1 WORKDAY AND WORKWEEK:

5.1.1 The maximum number of hours of regular employment of employees is eight hours a day, for five consecutive days, and forty hours a week. However, DISTRICT may employ persons for lesser periods of time and may, through authorized administrators, order and authorize employees to work in excess of eight hours in one day or forty hours in one week.

5.1.2 Each employee shall be assigned a fixed, regular and ascertainable minimum number of daily hours and annual days of employment.

5.1.3 A non compensated meal period of between thirty (30) to sixty (60) minutes shall be provided all employees who render service in a single assignment of more than five (5) consecutive hours. The length of the meal period shall be determined by the immediate supervisor. The immediate supervisor shall assign the meal period to be taken as soon as possible after the conclusion of four (4) hours of continuous service in a single assignment.

5.1.4 A fifteen (15) minute compensated rest period shall be provided all employees for each four (4) hour period of continuous service in a single assignment. The time of the rest period shall be set by the immediate supervisor at or near the mid-point of each four (4) hour period of continuous service in a single assignment.

Rest periods not utilized are forfeited. Rest periods may not be accumulated for later use and may not be skipped in order to shorten the workday.

5.1.5 Each employee shall receive, at least two (2) weeks prior to the beginning of the first work day of the school year, an employment agreement that shall note their hourly pay rate, the number of hours per day, the days per week and the number of work days for the year. This section shall in no way abrogate the District's obligations under 17.2 of this agreement.

5.1.6 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence shall be considered as time worked by the employee.

5.1.7 Part-time employees who are authorized to work a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have their basic assignment changed to reflect the longer hours.

5.2 OVERTIME DEFINED:

Overtime is ordered and authorized working time in excess of eight hours in one day or 40 hours in one week. No one shall order or authorize overtime unless it may be compensated as provided below. Any overtime in excess of eight hours in one day or 40 hours in one week shall be reported and credited in increments of 30 minutes of working time. Example: one minute to 30 minutes equals 30 minutes paid overtime; 31 minutes to 60 minutes equals one hour of paid overtime, etc.

5.3. COMPENSATION FOR OVERTIME:

An employee who works authorized overtime shall be paid in cash at a rate equal to one and one-half times the regular rate of pay (three and three-fourths, if on a holiday), or in compensatory time off at one and one-half hours for each hour worked (three and three-fourths hours, if on a holiday.)

5.3.1 Normally, overtime will be paid in cash, however, at the request of the employee, and with the approval of the responsible principle or department head, compensatory time off may be taken in lieu of cash payment.

5.3.2 Part-time employee may request to be compensated for additional time worked with compensatory time off, such compensatory time off shall be at the appropriate rate. (One (1) hour compensatory time for one (1) hour additional time worked unless it is overtime.)

5.3.3 Compensatory time off will be taken in units of one hour or more.

5.3.4 Compensatory time off shall be taken within twelve (12) calendar months of the date of the overtime worked. Such time earned, but not used within the period, shall be compensated for at the rate of pay, plus overtime, the employee was earning on the date of the overtime worked.

5.4 CRITICAL EMERGENCY:

Critical emergency as used in this ARTICLE means a civil disaster or other such major occurrence that requires the use of school employees to the detriment of the financial ability of the DISTRICT to meet the requirements of the AGREEMENT. Notwithstanding the provisions of this ARTICLE, the DISTRICT may declare overtime to be necessary as a critical emergency and provide for cash compensation at the regular rate of pay, or compensatory time off on an hour for hour basis.

5.5 EQUAL DISTRIBUTION:

Overtime shall be distributed and rotated as equally as is practical (in the opinion of the appropriate Supervisor) among the employees at the site and within each department.

5.6 MINIMUM CALL-IN TIME:

Any employee called in to work on a day when the employee is not previously scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate or pay under this AGREEMENT.

5.7 CALL BACK TIME:

Any employee called back to work after leaving the worksite following completion of the regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this AGREEMENT.

5.8 STANDBY TIME:

All standby time shall be considered as regular hours worked and shall be compensated on a straight time, or overtime, basis. If breaks occur of 30 minutes or less between regular home to

school transportation runs within an employee's regular employment contract, the time shall be compensated work time for contract purposes.

5.9 RIGHT OF REFUSAL:

Any employee shall have the right to reject any offer or request for overtime or call back, on call, or call in time.

5.10 SHIFT DIFFERENTIAL:

A twenty-five cent (.25) per hour differential will be paid to any employee whose regular shift assignment (except during recess periods if assigned day shift) begins after 12 noon and continues beyond 6:00 p.m., excluding bus drivers.

5.11 SPLIT-SHIFT DIFFERENTIAL:

A twenty-five cent (.25) per hour differential will be paid to any employee whose job(s) assignment(s) includes periods of unpaid time in excess of one (1) hour (not to include the normal one (1) hour mealtime).

5.12 SPECIAL TRIP ASSIGNMENT:

All "Non-Home to School" bus trips which are not scheduled on a continuing basis and cannot be driven by a driver during regular shift, shall be rotated as equally as is practical (in the opinion of the appropriate administrator) among regular bus drivers who have signed up for such trips during the fall sign-up period. However, in the event there are not enough drivers available, the administrator may authorize other drivers.

5.13 MULTIPLE POSITIONS:

A part-time employee who applies for a vacant additional part-time position in the same employment class which neither conflicts with the employee's current working hours nor results in more than eight (8) total working hours per day, forty (40) hours per week, shall be granted the position in preference to all inside and outside job applicants. In the event two or more employees meeting these qualifications apply for the position, the employee with the earliest date of hire as a regular employee in the class shall be granted the position. The additional hours of employment may be subject to an agreement between the District and CSEA to waive section 17.2, Reduction in Hours of this Agreement. Employees shall have the opportunity to compete for additional part-time positions in classes different from their regular assignment on the same basis as all other persons. This provision shall not be construed to afford current employees the opportunity to obtain regular employment, which exceeds a total of eight (8) hours per day or forty (40) hours per week.

5.14 TRANSPORTATION BIDDING SYSTEM:

5.14.1 Bus drivers shall have their choice of proposed bus routes based solely on seniority. The most senior driver having the first choice of routes and so on, Seniority for this purpose shall be based on each driver's date of hire as a bus driver with the district.

5.14.2 When there is an increase of one quarter hour or more in the route time for a period of 20 or more consecutive working days the contract will be changed and all routes re-bid.

5.14.3 When there is a decrease in route time of one hour or less the driver may be given related duties to fill the drivers shift time. In the event that a route decreases in route time by more than one hour, then all routes shall be re-bid.

5.14.4 The routes will be bid no later than one week before school starts and when required, as noted above in sections 5.14.2 and 5.14.3.

5.15 SUMMER WORK: Summer work shall be assigned according to the following criteria and provisions:

- 5.15.1 Employees, who work in their regular classification during the summer and are not regularly so assigned, shall be paid their regular rate of pay. In addition, such employees shall accrue sick and vacation leave on a prorated basis. Employees in this category may also utilize accrued sick leave during summer assignments.
- 5.15.2 Employees who work during the summer and are not regularly so assigned and work in an existing job classification, but not in the employees regular job classification, shall be paid at the first step of the salary schedule range for the classification they are working in. In addition, such employees shall accrue sick and vacation leave on a prorated basis. Employees in this category may also utilize accrued sick leave during summer assignments.
- 5.15.3 Employees who work during the summer on special short term summer projects in a classification that does not exist during the regular academic school year shall be paid the established hourly rate of pay. Such positions shall not accrue or be able to use any contractual leave.
- 5.15.4 Academic year employees shall be given preference in categories #1 and #2. All summer positions in category #3 shall be filled on the basis of qualifications and seniority in the District. Should qualifications be relatively equal the most senior person shall be given preference.
- 5.15.5 The above summer work assignment provisions shall not apply to work provided through state and federally subsidized programs or court ordered community service programs or situations where contracting out is appropriate.
- 5.15.6 No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of one academic session and the beginning of the next scheduled session, shall be required to perform services during such period.
- 5.15.7 A classified employee shall, for services performed as herein provided, receive, on a pro-rata basis not less than the compensation and benefits which are applicable to that classification during the regular academic schedule.

ARTICLE VI
PAY AND ALLOWANCES

6.1 RATES OF PAY:

6.1.1 The rate of pay for each position shall be the amounts specified in Proposed Appendix A (Classified Salary and Supplemental Benefits Schedule.)

6.2 INITIAL PLACEMENT:

6.2.1 Except as provided below, all new employees shall be placed on the first step of the class for the position to which they are appointed.

6.2.2 New employees who possess experience in a position closely aligned to the one for which they are employed may be advanced, in original placement, one step for each full year of such service. To qualify for placement above Step One, the employee would need to produce a written job description demonstrating that the previous job was, in fact, closely aligned to the DISTRICT position. Notwithstanding a grievance, if the original placement on the salary schedule is in dispute, the Superintendent shall determine advancement. The advancement shall not exceed the third step of the class and shall be made only upon the recommendation of the Superintendent and with the approval of the Governing Board.

6.2.3 No credit for experience may be granted for experience received more than five years prior to employment by the DISTRICT.

6.3 STEP ADVANCEMENT:

Anniversary movement for all employees will take place on July 1. Consequently, employees hired prior to February 1 of any year will be advanced on July 1 of the year in which they were hired. Employees hired after February 1 and before July 1 will be advanced in the next year.

6.4 PROMOTIONS:

6.4.1 If an employee receives a promotional transfer to a position having a higher salary class, he shall receive a salary increase by being placed in the appropriate class and on whatever step constitutes no less that 5% increase over his hourly rate of pay prior to the transfer. Additional advancement will be on the new anniversary date and at one-year intervals thereafter until the maximum is achieved.

6.4.2 For the purpose of this ARTICLE, transfer of an employee to another position in the same class shall not be considered a promotion and shall not warrant a salary increase or change of anniversary date.

6.5 PLACEMENT WHEN DEMOTED:

An employee who accepts voluntary demotion shall retain his step placement and anniversary date but shall be placed in the appropriate lower class.

6.6 TEMPORARY ASSIGNMENT PAY:

When filling, temporarily, a position, which has a higher range or compensation than the employee's regular job class range, or when temporarily assigned a substantial portion of the duties of such position, the employee shall be compensated in the following manner:

6.6.1 The Class A rate of the range to which the employee has been temporarily assigned OR, five (5%) percent increase in their present hourly rate of pay, whichever is greater.

6.6.2. The employee, temporarily assigned with the Superintendent's approval, will receive the above rate for each hour on temporary assignment. If there is a temporary assignment to a lower range job class, there will be no change in the rate of pay.

6.7 BASE PAY

Paychecks will be issued on or before the last working day of the month in accordance with MCOE payroll schedule.

6.8 EXTRA PAY:

Paychecks for overtime and extra pay earned by the payroll cut-off date shall be issued on or before the fifteenth of the following month.

6.9 SALARY COMPUTATIONS

The monthly base salary of each classified employee shall be determined by application of the proper class, range and step of the current attached salary schedule (APPENDIX A).

6.10 PAYROLL AND PAYCHECKS:

6.10.1 Official Roster: The Business Manager shall maintain in DISTRICT office, an official roster containing the names and complete employment records of all employees holding positions under the provisions of this AGREEMENT.

6.10.2 Payday: Paychecks are processed by the Office of the Mendocino County Superintendent of Schools upon payroll information and data supplied by the District Business Office. DISTRICT shall not be held responsible for failure to meet the established payroll dates if the failure to do so is the result of actions or inactions on the part of the County Office, or other reasons beyond the control of DISTRICT.

6.10.3 For employees scheduled to work for eleven months of the year, payroll will be distributed on an eleven month (August through June) basis. For employees scheduled to work for twelve months of the year, payroll will be distributed on a twelve-month (July through June) basis.

6.11 CLASSIFICATION AND RE-CLASSIFICATION OF POSITIONS:

6.11.1 Reclassification shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such a position.

6.11.2 Position classification and reclassification shall be subject to the mutual, written agreement of the DISTRICT and CSEA. Either party may propose the reclassification of any position at any time during the life of this AGREEMENT. Any such proposal shall be promptly considered by the parties, and any agreements reached shall be reduced to writing.

6.11.3 When a position or class of positions is reclassified, the position shall be placed on the salary schedule above the salary of the existing position or positions, and the incumbents shall be placed at a salary step of the new range which provides for an increase in salary.

6.11.4 When a position, positions, or class of positions is reclassified, the incumbents shall be entitled to serve in the new class, and shall be so reallocated.

6.12 ASBESTOS DIFFERENTIAL:

6.12.1 All employees holding EPA Asbestos Worker Certificates shall be paid \$.50 (fifty cents) per hour shift premium while performing asbestos work.

6/12/2 All employees holding EPA Asbestos Contractor/Supervisor Certificates will be paid \$.75 (seventy-five cents) per hour shift premium while performing asbestos work. Employees who are not appropriately certified to perform asbestos work shall not be required or permitted to do so.

ARTICLE VII
EMPLOYEE EXPENSES AND MATERIALS

7.1 UNIFORMS:

DISTRICT shall pay the full cost of the purchase, lease rental, cleaning and maintenance of uniforms, equipment, identification badges, emblem, and cards required by DISTRICT to be worn or used by employees.

7.2 TOOLS

7.2.1 DISTRICT agrees to provide all tools, equipment and supplies reasonably necessary for performance of duties.

7.2.2 Notwithstanding this ARTICLE, if an employee provides, with prior approval of his/her supervisor, tools or equipment belonging to the employee for use in the course of employment, DISTRICT agrees to provide a safe place to store the tools and equipment and agrees to pay for any tools resulting from loss, damage or normal wear and tear.

7.3 REPLACING OR REPAIRING EMPLOYEE'S PROPERTY:

The DISTRICT shall compensate all employees for loss or damage to personal property in the course of employment, as provided in Board Policy.

7.4 SAFETY EQUIPMENT:

Should the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, s/he shall request the same of DISTRICT. Upon authorizations of the Superintendent, DISTRICT agrees to furnish the necessary equipment or gear, or to reimburse the employee for the full cost.

7.5 PHYSICAL EXAMINATIONS

DISTRICT agrees to provide the full cost of any medical examination required as a condition of continued employment, and ordered by the Superintendent.

7.6 MILAGE, MEALS AND LODGING:

While away from DISTRICT on authorized DISTRICT business, the employee will be reimbursed in accordance with Policy 4133 and A.R. 4133.1. Except for emergencies, prior approval for use of his/her own vehicle shall be obtained from the employee's Principal or the District Superintendent. Reimbursement claims shall be paid to the employee within 30 days of submission for payment. Claims should be filed within 10 days of incurred expense.

ARTICLE VIII
HEALTH AND WELFARE BENEFITS

8.1. RATES OF PAY:

8.1.1 For the term of this agreement the DISTRICT will pay the amount per enrollee for participation in the Staywell JPA insurance plan indicated in Appendix C.

8.1.2 As of 7/1/98 the District will contribute \$500 for each benefited employee to the Staywell Side fund. Effective July 1, 2005, the Staywell side fund paid by the District will be applied to the medical premium cap. The District will distribute all vested sidefund balances to the qualifying classified employees no later than December 10, 2005.

8.2 PRORATION

8.2.1 Except as stipulated in 8.2.3.1, and 8.2.3.2, eligibility for medical benefits will follow the guidelines set by the Staywell JPA.

8.2.2 Except as stipulated in 8.2.3.1, and 8.2.3.2, an employee must be employed at least 50 percent (50%) time to be eligible to participate in health care benefits.

8.2.3 Except as stated in 8.2.3.2, percentage of time worked, for purposes of determining pro-ration, will be based on actual time employed per week for a typical 40 hour work week. It shall not include accrued vacation time, sick leave, etc. EXAMPLE: If an employee works 31 hours per week, s/he will be considered as employed 77.5%.

Hours are:

%of Benefit paid by District is:

1-19 hours, 59 minutes	0%
20-29 hours, 59 minutes	75%
30-40 hours	100%

8.2.3.1 If a bus driver's annual supplemental time, excluding overtime, exceeds the contract hours by an average of more than 45 minutes daily for each working day, his/her prorated benefit level will be increased accordingly the following year. No employee would be penalized by the previous year's supplemental hours if the current contract provides for increased benefits.

8.2.3.2 Health benefits coverage will remain consistent with the Agreement Between FBUSD, FBDTA, and CSEA Regarding Health Benefits, dated June 6, 1995, as stated under "Eligibility," items 1 a.

"Employees working less than four hours will not be offered coverage except for those already electing coverage on May 31, 1995 through the self insured medical care program. Those employees will be grandfathered into the plan."

8.2.3.3 All employees hired on or after the date of this agreement will receive benefits as stipulated in 8.2.1, 8.2.2, and 8.2.3 above.

8.3.3.4 If an employee eligible for health benefits under 8.2.3.2 chooses to dis-enroll from the plan, s/he will thereafter be subject to the same eligibility requirements stipulated in 8.2.1, 8.2.2, and 8.2.3 above.

8.3 CONTINUATION DURING LEAVE

8.3.1 Employees who are absent due to illness and who have exhausted their accumulated paid leaves shall continue to receive full coverage to be paid by the Board for that period of illness not to exceed June 30, next. If re-employed for July 1st, next, DISTRICT shall continue payment of current benefits.

8.3.2 Employees on Board approved unpaid leaves of absence shall be eligible to receive employee benefits listed in the ARTICLE for the period of leave, to be paid for by the employee.

8.4 STATE DISABILITY INSURANCE

DISTRICT agrees to contract with the State of California for State Disability Insurance for all employees. This program shall be funded totally by the employees through payroll deductions. There will be coordination of State Disability Insurance benefits with DISTRICT sick or illness leave programs.

8.5 OPEN ENROLLMENT

DISTRICT will notify all employees during the first two weeks in May about the June open enrollment period for insurance programs. Coverage will be effective July 1.

8.6 RETIREMENT

In the event a classified employee with 15 years of service in the Fort Bragg Unified School District, at least 10,800 service hours, and being 55 years of age or older, should retire, the District would allow the employee to remain in the insurance group until s/he reaches age 65. S/he would pay the Fort Bragg Unified School District in advance on a monthly basis, at least, at the ongoing rate as other retired classified employees for Health, Dental, and Vision care. The employee must elect to accept or refuse this benefit at time of retirement. If the employee elects to not take this benefit, then only COBRA benefits will be offered.

Upon retirement, employees with 15 years or more of continuous service will receive a one-time payment of 12% of their annual salary to assist with post-retirement health care costs (will sunset at the end of the contract).

ARTICLE IX

HOLIDAYS

9.1 SCHEDULED HOLIDAYS:

The DISTRICT agrees to provide all employees in the bargaining unit with the following paid holidays:

1. NEW YEAR'S DAY — January 1
2. MARTIN LUTHER KING DAY — Third Monday in January
3. LINCOLN'S BIRTHDAY — February 12
4. PRESIDENT'S DAY
5. MEMORIAL DAY — Last Monday in May
6. INDEPENDENCE DAY — July 4
7. LABOR DAY — First Monday in September
8. ADMISSION DAY — (or alternate, if one is designated)
9. VETERANS DAY
10. THANKSGIVING DAY — Thursday proclaimed by the President
11. Friday following Thanksgiving
12. Work day before Christmas
13. CHRISTMAS DAY — December 25

9.2 ADDITIONAL HOLIDAYS:

Every day declared by the President or Governor of this State as a public fast, Thanksgiving, or holiday, or any day declared a classified holiday by the DISTRICT shall be a paid holiday for all employees.

9.3 HOLIDAYS ON SATURDAY OR SUNDAY:

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday.

9.4 HOLIDAY ELIGIBILITY:

Except as otherwise provided in this ARTICLE, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. All employees shall be paid for the holiday of Admissions Day alternate (if one is designated during Winter or Spring recess), the workday before Christmas, December 25 and January 1, if they were in paid status during any portion of the working day of their normal assignment preceding or succeeding the holiday period.

9.5 HOLIDAY PAY:

Pay for each holiday shall be the same as if the employee had worked that day. If an employee is required to work on a holiday, in addition to the regular pay received, the employee shall be paid time and one half.

ARTICLE X
VACATION

10.1. ELIGIBILITY:

All employees shall earn paid vacation under this ARTICLE. Vacation benefits are earned on fiscal year basis — July 1st through June 30th.

10.2 PAID VACATION

Except as otherwise provided in the ARTICLE, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. When desired by the employee the paid vacation may be granted in the fiscal year in which it was earned.

10.3 ACCUMULATION:

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

10.3.1 From the first month through the fifth year of service, vacation time shall be earned and accumulated at the rate of 1 day vacation of each month of service, not to exceed 12 days per fiscal year.

10.3.2 Commencing with the sixth year through the tenth year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service, not to exceed 15 days per fiscal year.

10.3.3 Commencing with the eleventh year through the fifteenth year of service, vacation shall be earned and accumulated at the rate of 1.50 days vacation for each month of service, not to exceed 18 days per fiscal year.

10.3.4 Commencing with the sixteenth year, vacation shall be earned and accumulated at the rate of 1.67 days vacation for each month of service, not to exceed 20 days per fiscal year.

EMPLOYEES

TWELVE MONTH

ELEVEN MONTH

12 days vacation	1 year to 5 years	10 days vacation
15 days vacation	6 years to 10 years	12.5 days vacation
18 days vacation	11 years to 15 years	15 days vacation
20 days vacation	16 years or more	16 ½ days vacation

10.4 VACATION PAY:

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

10.5 VACATION PAY UPON TERMINATION:

When an employee in the unit is terminated for any reason, s/he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

10.6 VACATIONS POSTPONEMENT:

10.6.1 If an employee's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that the vacation date be changed, and DISTRICT shall grant such request in accordance with vacation dates available at that time. The employee may elect to have the vacation re-scheduled in accordance with the vacation schedule available at that time, or may elect to receive compensation for all vacation earned and accumulated during the fiscal year.

10.6.2 If for any reason an employee is not permitted to take all or part of his/her annual vacation, the amount that is not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.

10.7 VACATION CARRY-OVER:

An employee who has been employed for more than one (1) year may be granted by the Superintendent to carry over days of vacation up to a maximum of two years beyond the year in which it was earned. Example: vacation earned and unused in year one equals ten (10) days and vacation earned and unused in year two equals ten (10) days, the total maximum allowed carry-over to be taken in the third year equals twenty (20) days.

10.8 HOLIDAYS:

When a holiday for which the employee is eligible falls during a scheduled vacation of any employee, such a day shall be considered a holiday and shall not be deducted from an employee's earned vacation days.

10.9 VACATION SCHEDULING:

Vacation schedules shall be prepared by the administration. Consistent with the needs of DISTRICT and the workload of the department, vacations should be scheduled if possible, at times requested by the employee.

ARTICLE XI

LEAVES

11.1 GENERAL LEAVES OF ABSENCE:

Leaves of absence are authorized time away from work and may be with or without pay as specified by the AGREEMENT.

11.2 VERIFICATION OF ABSENCE:

11.2.1 The Superintendent may require verification of an employee's reason for absence. Verification shall be made to the Office of the Superintendent within six (6) days of the request.

11.2.2 Verification may be in the form of a physician's signed statement verifying an illness, or a notarized affidavit by the employee verifying the cause of the absence, or such other means of verification that is reasonable and acceptable to the Superintendent.

11.3 BEREAVEMENT LEAVE

11.3.1 Each employee shall be allowed absence with pay for no more than three (3) working days because of the death of a member of his immediate family. Bereavement leave with pay, granted under this Section will be extended to a maximum of five (5) days when travel beyond a three hundred (300) miles radius, or out of state, is necessary in connection with the bereavement.

11.3.2 Each employee shall be allowed absence with pay for no more than three (3) working days when absent because of the death of a member of his extended family. Bereavement leave with pay, granted under this subsection will be extended to a maximum of five (5) days when travel beyond a three hundred (300) mile radius, or out of state, is necessary in connection with the bereavement. No more than six (6) days per year may be used by the employee for bereavement under this subsection.

11.3.3 Members of the immediate or extended family are defined in subsection 11.3.6 of this Article.

11.3.4 When necessary, additional days of leave with pay may be used by the employee and charged against his sick leave bank as provided in Personal Necessity Leave, Section 11.9.

11.3.5 The Superintendent, at his discretion, may require verification of the basis of this leave. Such verification may be in the form of a newspaper obituary clipping, signed statement of the attending physician, or a notarized affidavit by the employee.

11.3.6 Definitions:

11.3.6.1 Immediate family means the spouse of the employee; the mother, father, grandparents, son, daughter, grandchild, son-in-law, brother, daughter-in-law and sister of the employee or of the spouse of the employee; any person who has served

as a legal guardian of the employee or the spouse, or any foster child or step-child; any person living in the immediate household of the employee.

11.3.6.2 Extended family means aunts, uncles, nieces, and nephews.

11.4 JURY DUTY/COURT APPEARANCE:

11.4.1 Employees may be absent from duty, with pay, for mandatory court appearances when called for jury duty in the manner prescribed by law; or when responding to a subpoena or an official order from a court or office of governmental jurisdiction to serve as a witness for reasons not brought about through the connivance or misconduct of the employee, or in which the employee is not a litigant.

11.4.2 Such days of absence shall be with full pay. However, in any case in which a fee (other than meals and mileage) is payable, such fee shall be collected by the employee and remitted to DISTRICT.

11.5 MILITARY LEAVE:

11.5.1 The Board recognizes that national security efforts may require service from employees. The Board requests that as much advance notice of pending military leave be granted as possible. Employees required to perform temporary duty of any type are expected to notify the Superintendent of the military obligation immediately after receiving their orders. An employee who enters the military service of the United States of America or the State of California is entitled to a military leave. Such absence does not affect classification and does not constitute a "break in service". However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.

11.5.2 An employee who, in time of war, national emergency or during that period of time a national conscription act is in effect, leaves his/her employment prior to the termination of war, national emergency or conscription act, shall have a right within three (3) months after an honorable discharge to return to his/her former position at the same salary s/he would have received had s/he not been on military leave. If the war, national emergency or conscription, etc., terminates, then the employee must return to his/her employment within twelve (12) months after the first date upon which s/he could terminate his/her active military service.

11.5.3 The right of re-employment shall not extend nor be granted to any employee who fails to return to employment within twelve (12) months after the first date upon which s/he could terminate his/her active military service.

11.5.4 Employees ordered into military service are entitled to one day's pay for each day of the ordered service up to a maximum of one (1) month's pay for thirty (30) days or more service.

11.5.5 Members of the National Guard are entitled to leave without regard to the length of their public service.

11.5.6 Employees on military leave shall keep the Superintendent informed by mail of any change in their status or plans and notify DISTRICT at least ten (10) days in advance of the date they plan to return.

11.6 SICK LEAVE:

11.6.1 An employee's absence from work due to illness or injury, not covered by Industrial Accident and Illness Leave section of this AGREEMENT shall be designated as sick leave and, in accordance with this ARTICLE, shall be absence with pay. Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.

11.6.2 Each employee shall have a credit of allowable days of sick leave absence, which shall compose his/her sick leave bank. Paid absences under this section shall be deducted from the sick leave bank.

11.6.3 The sick leave bank shall be composed of the days of allowable sick leave earned as follows:

11.6.3.1 The annual number of days earned in the current year, plus the accumulated days of unused sick leave earned in previous years. Unused sick leave days shall accumulate annually.

11.6.3.2 An employee employed five (5) days a week for a full fiscal year shall be granted twelve (12) days leave of absence for absence for illness or injury, exclusive of all days s/he is not required to render service to DISTRICT.

11.6.3.3 An employee, employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months s/he is employed bears to twelve (12).

11.6.3.4 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days s/he is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

11.6.4 At the beginning of each fiscal year, the full amount of sick-leave granted under this Section shall be credited to each employee. 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 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.

11.6.5 When an employee is absent from his/her duties due to illness or accident for a period of five (5) months or less, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill this position during this absence. Under this section the

employee shall be entitled to full pay for the number of days credited in his/her sick leave bank, plus the required differential pay, which is determined by subtracting the number of accumulated sick leave days from one hundred (100).

11.6.6 The Superintendent may require the employee to submit a doctor's signed statement or an affidavit by the employee verifying the illness or injury before allowing payment of sick leave. The affidavit shall be notarized. When such verification is requested, it must be presented to the Office of the Superintendent within six (6) days of the request. Employees returning to work from sick leave involving major surgery or illness shall present, before returning to work, a doctor's release verifying medical permission to return to work.

11.6.7 Upon termination, a probationary employee who has used more sick leave than was earned shall have the amount of money representing this over-allowance deducted from his/her final warrant.

11.6.8 In addition to the employee's right to use of sick leave for their own illness or injury an employee shall also be able to use available sick leave to care for a seriously ill child, spouse or parent, or for the birth, adoption of employee's child, or placement with employee of foster child. When an employee has exhausted their available sick leave they will be able to take up to 12 weeks of unpaid leave in any one (1) year period for the purposed stated above, the DISTRICT shall maintain the employee's benefits (if any) on the same basis as if the employee were in paid status. [Language complies with the Family and Medical Leave Act of 1993, and the Family Rights Act of California (as amended).]

11.6.9 An employee whose absence from duty is authorized by this section shall maintain his classification as if there had been no break in service. However, to have the year count towards the requirements for annual reclassification on the salary schedule, he must render service for at least 50% of the duty days of the school year.

11.6.10 After an employee has exhausted all available leaves, he/she shall be placed on a 39-month rehire list in accordance with Education Code Section 45195. During the 39-month period the employee shall have the right to return to the first vacant position in his/her classification if he/she is able to perform the essential functions of the position with or without reasonable accommodation.

11.7 MATERNITY LEAVE:

11.7.1 Pregnancy, miscarriage, childbirth, and recovery there from shall be treated as temporary disabilities. Employees so disabled shall be allowed the benefits provided by the Sick Leave section of the AGREEMENT and this section. The length of the leave of absence, the date on which the leave shall commence, and the date, on which the employee shall resume duties, shall be determined by the employee and employee's physician. This information shall be provided on form 4152.3 A.R.

11.7.2 Leave of absence granted under this section shall be the same as sick leave. The employee, while on leave of absence, shall be entitled to full daily pay up to the balance of her sick leave bank, differential pay as provided by E.C. 45196, and continuation of DISTRICT paid insurance plans and other such employee benefits as the employee may

be receiving either at the time of the granting of the leave of absence, or such changes in employee benefits as the governing board may authorize during the leave of absence.

11.7.3 An employee whose absence from duty is authorized by this policy shall maintain his/her classification as if there had been no break in service. However, to have the year count toward requirements for annual reclassification on the salary schedule, she must render service for at least 50% of the duty days of the school year.

11.8 INDUSTRIAL ACCIDENT AND ILLNESS:

11.8.1 In cases where illness and/or accidental injuries are deemed to have been job incurred according to the standards and criteria of the Worker's Compensation Laws, there shall be no deductions for authorized absences of days from the employees sick leave bank.

11.8.2 An employee shall be entitled to a maximum of sixty (60) days of entitlement to such leave for any one illness or accident.

11.8.3 Allowable leave granted under this section shall not be accumulated from year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

11.8.4 Industrial accident or illness leave shall commence on the first day of absence.

11.8.5 The employee shall be deemed to have recovered from industrial illness or accident, and thereby able to return to work, at such time as the attending physician attests, in writing, to the recovery.

11.8.6 The employee shall endorse to DISTRICT the temporary disability indemnity checks received and DISTRICT shall in turn issue appropriate salary warrants for the payments equal to the employee's regular salary.

11.8.7 An employee receiving benefits under this section shall remain within the State of California unless DISTRICT authorizes travel outside the state.

11.8.8 The benefits provided in this section are in addition to sick leave benefits. DISTRICT shall not deduct accumulated sick leave from the sick leave bank of employee.

11.8.9 The Board's report of an industrial accident or illness shall be kept on file in the District Office.

11.9 PERSONAL NECESSITY LEAVE:

11.9.1 Sick leave earned pursuant to Sick Leave (Section 11.6) may be used by an employee in cases of personal necessity, as here defined:

11.9.1.1 Reasons of compelling personal importance to the employee, which involves the employee or a member of the employee's immediate or extended

family, which requires the employee's personal attention, and cannot be attended to outside of the normal working hours. Compelling personal importance may include: urgent emergency professional consultation, or family and personal crises. Compelling personal importance shall not include withdrawal of services for personal gain or pleasure.

11.9.1.2 Every effort must be made to inform the building principal so that arrangements may be made for a substitute.

11.9.2 No such accumulated leave in excess of seven (7) days may be used in any school year, except as stated in 11.6.8, unless approved by the Superintendent.

11.9.3. Any such authorized personal necessity leave shall be deducted from the employee's sick leave bank.

11.9.4. The Superintendent may require satisfactory verification of the need for and applicability of, any absence for pay when such is requested under this policy.

11.9.5. Should the Superintendent or the principal have reasonable cause to suspect the misuse of provisions of this article, s/he may require proof of the proper use of the Personal Necessity leave.

11.10 BREAK IN SERVICE:

No absence under any paid leave provisions of this ARTICLE shall be considered as a break in service for any employee who is in paid status. Benefits accruing under the provisions of this ARTICLE continue according to the specifics of each section.

11.11 PERSONAL LEAVE:

After a minimum of one year's continuous service, permanent employees may be eligible for a personal leave of absence up to a maximum of one school year. Except in an emergency situation, request for personal leave of absence in excess of ten (10) days shall be submitted to the Superintendent no less than sixty (60) days prior to the effective date of the requested leave.

11.11.1 Personal leave of absence, when granted, is without pay or benefits. Sick leave, vacation, seniority time, and other earnable employee benefits or rights may not accrue while an employee is on personal leave of absence.

11.11.2 An employee whose absence from duty as authorized by this section shall maintain his/her classification as if there had been no break in service. However, to be eligible for an annual incremental advance on the salary schedule, s/he must render service, between anniversary dates for at least 50% of the duty days of his/her classification and assignment.

11.11.3 Granting of the requested leave of absence by the Board is not automatic, but shall be based upon the needs of the DISTRICT.

11.11.4 An employee granted leave of absence under this section shall retain his/her classification, but upon return to active duty shall not be guaranteed the same position, site, or number of daily hours.

11.11.5 If a reduction in force occurs while the employee is on leave of absence granted

under this section, the retention of the employee to the position and /or classification will depend on the employee's seniority at the time of the initial effective date of the leave of absence.

11.11.6 An employee on leave of absence under this section whose classification or hours is affected by a reduction in force or hours, shall be placed on a re-employment list according to seniority.

11.12 OTHER LEAVES:

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to DISTRICT and the employee. An Unpaid Leave of Absence shall be granted for education related to continued school system employment for a period of up to one year at the discretion of the Superintendent and Board of Trustees. An employee that is denied an education related leave may request a written explanation for denial.

11.13 RELEASE TIME FOR C.S.E.A. BUSINESS

The District shall provide up to four days per year of release time for CSEA State Officer for the purpose of attending CSEA meetings. If a sub is employed, CSEA shall reimburse the District for the cost of the sub.

ARTICLE XII
CATASTROPHIC LEAVE BANK

12. Employees who are participating in the Catastrophic Leave Bank may use catastrophic leave under the following provisions:

12.1. To qualify for such a leave the employee must have suffered a serious illness or injury that incapacitates the employee from working in any position.

12.2 A “member of the employee’s family” in 12.1 above shall be limited to spouse, children, mother, father, mother-in-law, father-in-law, or an individual over which the employee has legal guardianship.

12.3. Catastrophic leave shall begin no sooner than the ninth (9th) work day of absence, and only after all other personal accumulated sick leave and other paid time off has been exhausted.

12.4 Maximum leave is not to exceed sixty (60) working days or the maximum number of days donated pursuant to this section, whichever is less.

12.5 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

12.6 Unit members who initially elect not to join the Catastrophic Leave Bank have a waiting period of 90 days after joining the Bank before becoming eligible to participate.

12.7 The contribution on the appropriate form shall be authorized by the unit member for two consecutive years. A two-day contribution must be made the first year, with at least a one day contribution for the following year. Whenever the bank is depleted to 100 hours or less, an additional 1 day contribution will be solicited. A member must not reduce his/her personal sick leave bank below 8 days.

12.8 During contribution years, the unit member must contribute during the month of September or within thirty (30) calendar days of employment or within thirty (30) days of the notice of the need for additional hours to be given.

12.9 Cancellation occurs automatically whenever a unit member fails to make her/his contribution as outlined in section 12.7. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

12.10 To request catastrophic leave the unit member, or his/her designee, shall submit a request in writing to the Association President stating the facts which support a need for catastrophic leave with supporting documentation from the treating physician.

12.11 Upon application by a unit member for catastrophic leave, the CSEA Executive Board shall meet and determine whether to grant a catastrophic leave.

- 12.12 Applications shall be reviewed and decisions of the CSEA Executive Board reported to the applicant within ten (10) days of the receipt of the application.
- 12.13 If the request is denied, the Association President shall notify the employee or his/her designees and the Superintendent.
- 12.14 Association President will provide the Superintendent with a list of the names of the employees donating sick leave and the number of days donated by each employee.
- 12.15 The CSEA Executive Board shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, approving or denying the requests, and communicating its decisions to the participants and personnel and/or Payroll Department. CSEA shall exercise its discretion to serve the best interests of the entire bargaining unit. The decision of the CSEA Executive Board shall be final and binding. The decision shall not be subject to the grievance procedure.
- 12.16 The CSEA Executive Board shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- 12.17 By September 5th of each school year, the District shall notify the CSEA Executive Board of the following:
- 12.17.1 The total number of accumulated hours in the Bank on June 30th of the previous school year.
 - 12.17.2 The number of hours contributed by unit members for the current year.
 - 12.17.3 The names of participating unit members
 - 12.17.4 The total number of hours available in the Bank.
 - 12.17.5 Upon a reasonable and timely request by the Association President, updates of additional unit members participating, and current hours in the Bank will be provided.
- 12.18 Hours donated and taken pursuant to this section shall be credited, deducted, or donated in full hour increments.
- 12.19 The Sick Leave Bank shall be reduced by hours equal to the recipient's needs (e.g. two hours for a two hour employee) for each hours of Catastrophic Sick Leave awarded to the requesting employee.
- 12.20 In the event that hours donated to the Sick Leave Bank are not used, then those hours will be retained in the Sick leave Bank for future use.
- 12.21 Employees using catastrophic leave pursuant to this section shall not accrue any other leave credits provided for in the Agreement, or by law.
- 12.22 If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

12.23 Nothing herein preempts the right of the Association to solicit voluntary contributions of sick leave for the purpose of establishing a Catastrophic Sick Leave Bank prior to application by a given number.

ARTICLE XIII

TRANSFER

13.1 NOTIFICATION OF VACANCIES:

When a position is to be filled, the administration shall give first consideration to those employees desiring transfer.

13.1.1 A list of all vacancies or new positions within the District shall be provided to each job steward and posted in a conspicuous place in each school or work station, except during vacations when notices shall be posted at the District Office. During the summer, a copy shall be sent to the President of CSEA. The notice shall clearly state a description and the qualifications for each position, including the number of hours and annual days for the position. Any employee wishing summer notification of employment vacancies may notify the District Office where a list will be maintained. When vacancies occur during the summer months, the District will send notification to those on the list.

13.1.2 Notices shall be posted within thirty (30) calendar days following the creation of a new position, or the effective date of vacancy of an existing position.

13.1.3 Notices shall be posted as far in advance as possible, ordinarily at least ten (10) days before the final date when applications must be submitted, and in no event less than one (1) week before the application deadline, except in the event of an emergency situation.

13.1.4 Employees who desire to apply for positions shall submit their requests for transfer in writing to the Superintendent, or his authorized agent, within the time limit specified in the notice.

13.1.5 Except for transfers, as noted below, the procedure for hiring shall begin with a paper screening to determine that applicants meet the minimum qualifications for the position. The internal employee applicants will be interviewed first by a selection committee that will consist of the Site Administrator/Supervisor, at least one CSEA member designated by the Chapter President, and at least one other employee with knowledge of the position, or indirect interest in the selection. The Selection Committee shall try to reach consensus on the successful applicant. If the Selection Committee can not reach consensus, then outside applicants shall be interviewed by the Selection Committee. If no consensus can be reached when considering the entire applicant pool, the committee members shall rate each applicant in order of preference on the specific criteria agreed upon for the classification, and forward all ratings to the Superintendent, or his/her designee, for selection.

13.2 EMPLOYEE INITIATED REQUEST FOR TRANSFER:

13.2.1 An employee requesting an in-class transfer may be granted the transfer by the Site Administrator/Supervisor without going through the paper screening and Selection Committee process outlined about. If two or more employees have requested a transfer the Site Administrator/Supervisor may select the most senior employee with the most years in district. If the Site Administrator/Supervisor does not select the most senior employee or sole employee applicant that requested a transfer, then all of the employees that have requested the transfer

shall be interviewed in the first round by the Selection Committee as noted above in 13.1.5.

13.2.2 All other requests for cross-class transfer and/or promotion will be given first consideration through the selection process as noted above in 13.1.5.

13.3 ADMINISTRATION INITIATED TRANSFER:

Administration initiated transfers may be made for any of the following reasons:

13.3.1 When another position in the DISTRICT would better utilize the particular qualifications of the employee than the present assignment.

13.3.2 When the enrollment of a school reduces to the extent that the number of assigned employees must be reduced.

13.3.3 When the enrollment of a school increases to the extent that the number of assigned employees must be increased.

13.3.4 When a new school is opened.

13.3.5 When the Superintendent considers that such a transfer is in the best interests of the DISTRICT.

13.4 NOTICE OF ADMINISTRATIVE TRANSFER

Notice of an administrative transfer shall be given employees as soon as practical, and, under normal circumstances, no later than ten (10) days before the transfer.

13.4.1 Should transfer of an employee be under consideration, the employee shall be notified and given the opportunity to meet with the appropriate administrator to discuss the proposed transfer.

13.4.2 The employee shall have the right to request and receive written reasons for the transfer.

13.4.3 When an administrative transfer is considered, DISTRICT will seek volunteers prior to making the transfer.

13.4.4 The Superintendent shall effect transfer in cooperation with all parties concerned. No transfer shall be made arbitrarily or vindictively.

13.5 LEAVE AND ABSENCE REPLACEMENT:

13.5.1 The District reserves the right to determine whether or not a substitute for any length of time will be required. Should the District determine that there is need for a replacement the following provisions will apply:

13.5.2 Temporary replacement of an employee who is absent or on leave by another employee shall be considered limited-term or long-term. Limited term shall be least three

days unless permission is granted by the Superintendent or his designee for a replacement for less than three days. Limited term replacement shall be for no more than nineteen days. Long-term shall be when the district has received written notification that an employee will be absent twenty days or more.

13.5.3 Individuals within the following classes or classification series will be eligible for limited-term replacement:

- A. Food Service Series across classes or same class at the same site;
- B. Library series across classes and same class regardless of site;
- C. Custodian class to Custodian class or Custodian to Senior Custodian, regardless of site;
- D. District Maintenance Worker to Senior Maintenance Worker.
- E. Secretarial and Clerical classification series across classes or same class at the same site;
- F. Bus Driver class.

13.5.4 Individuals within the following classification series and classes will be eligible for long-term replacement.

- A. Library series across classes and same class regardless of site;
- B. Food Service Series across classes or same class regardless of site;
- C. Custodian class to Custodian class or Custodian to Senior Custodian, regardless of site;
- D. District Maintenance Worker to Senior Maintenance Worker.
- E. Secretarial and Clerical classification series across classes or same class regardless of site;
- F. Bus Driver class.
- G. Instructional Services Series, same class regardless of site

13.5.5 Employees will, if qualified, by mutual consent of the supervisor(s) and employee, be allowed to replace those employees in the same classification series who are on leave or absent without loss of pay and with no additional benefits. Upon request an employee whose request is denied shall be provided with a written statement of reasons for the denial. The decision of the administrators shall not be grievable.

13.5.6 Replacement shall not be made, however, if it causes undue disruption to a program. When replacing an employee with more hours in the same class, the employee filling in will be entitled to compensation for the additional hours at is or her normal Range and Step with no increase in benefits that are stipulated in his/or her work agreement. When replacing an employee in a higher class, the employee filling in will be entitled to compensation as stipulated in 6.6.1: "The Class A rate of the range to which the employee has been temporarily assigned OR, five (5%) percent increase in their present hourly rate of pay whichever is greater." There will be no increase in the benefits that are stipulated in the work agreement.

13.5.7 Eligible employees will be given the opportunity to fill in for the Classification Series or Classes identified in 13.5.3 and 13.5.4 prior to any general posting for temporarily filling

that position.

13.5.8 Eligible employees are those who are currently working in the Classification Series or Classes identified in 13.5.3 and 13.5.4 or who formerly acquired experience in the Classification Series of Classes identified in 13.5.3 and 13.5.4 and who are not working for the district in a different Classification Series or Class. When a position needs a temporary replacement the district will select the most qualified employee. Qualifications may be determined by criteria established for selection in accordance with the position description.

13.5.9 The District shall notify employees of absences or leaves for long-term replacement within three days after receipt of written notification of absence. The notification of a vacancy available for temporary replacement shall be by the same procedures stipulated in 13.1.1.

13.5.10 Should more than one employee with equal qualifications be eligible for long term replacement, the employee with the earlier hiring date shall fill the temporary vacancy.

13.5.11 Employees shall have three days to respond to the notice of vacancy available for temporary replacement. The District may hire a substitute for a temporary vacancy until such time as the replacement employee is selected.

13.5.12 In the event no employee is qualified to fill a position of an employee on leave, the District shall hire an outside applicant as a substitute.

ARTICLE XIV

EVALUATION PROCEDURES

14.1 EVALUATION PROCEDURES:

All employees shall be evaluated by their department head or principal (evaluator) according to the following schedule.

14.1.1 Probationary Period —

14.1.1.1 New Employees shall have a probationary period of one year.

14.1.1.1.1 Employees shall be evaluated at four (4), eight (8) and 11-month anniversaries.

14.1.1.2 Existing employees in new positions shall have a probationary period of six-months.

14.1.2 Except as stated in 14.1.1 permanent employees shall be evaluated every other year after their first year of service.

14.1.3 Employees will be evaluated annually when “Needs Improvement” or “Unsatisfactory” ratings were given the previous year, or if the supervisor determines the need for re-evaluation, or at the request of the employee.

14.1.4 The evaluation instrument to be used is appended as appendix “D” to this Master Agreement and incorporated herein for reference.

14.2 PROCEDURE:

Performance evaluation reports shall be made on prescribed forms. The form shall be reviewed by the next higher supervisor and, if the need for improvement is noted, by the Superintendent.

14.2.1 To insure that employee evaluations are administered consistently, each supervisor will be annually instructed in the use of the evaluation instrument. Training will include procedures contained in this section, information on evaluation as a means to improvement and criteria necessary for a fair assessment. Also, each Personnel File will have a letter inserted from the Superintendent, explaining the change in procedures instituted as of Fall of 1996.

14.2.2 The evaluator shall present the performance evaluation report to the employee and shall discuss it with him/her. Where areas of weakness or needed improvement are noted, specific recommendations(s) for improvement shall be made.

14.2.3. The evaluation form shall be signed by the employee to indicate receipt, and s/he shall be given a signed copy.

14.2.4 Performance evaluation reports shall be filed in the employee’s personnel record.

14.3 APPEALS:

If the employee is not satisfied with the performance evaluation, s/he may appeal to the immediate

superior. If still not satisfied, s/he than may appeal to the supervisor of the person who made the evaluation. If agreement is not reached, the Superintendent will serve as an arbitrator and the findings shall be final, unless appealed to the Board.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 DEFINITIONS:

15.1.1 A “grievance” is an allegation by a grievant that s/he has been directly and adversely affected by a violation of the specific provisions of this Agreement.

15.1.2 A “grievant” is an employee covered by the terms of this Agreement or CSEA.

15.1.3 A “day” is any day in which the District Office of the school district is open for business (unless otherwise noted).

15.2 INFORMAL LEVEL:

Within thirty (30) duty days after an employee became aware of the condition upon which the grievance is based, the grievant will make an attempt to resolve the grievance through informal conference(s) with the supervisor. The conference shall be held within five (5) duty days of the request. If the matter is not settled, a conference with the Superintendent may be sought. Every reasonable effort shall be made to resolve the matter quickly, however, if no progress is being made, either party may state so, and ask that the matter be reduced to writing as a formal grievance.

15.3 FORMAL LEVEL:

Failure to file a formal grievance, or proceed to the next level within the specified time limits invalidates the grievance. Failure of the District to respond within the time limits automatically moves the grievance to the next level.

15.3.1. LEVEL I

- A. Within ten (10) days after failure to resolve the grievance at the informal conference(s), the grievant must present his/her grievance in writing to his/her immediate supervisor.
- B. This shall be a clear, concise statement of the grievance, the specific sections(s) of the Collective Bargaining Agreement allegedly violated, the circumstances involved, and the Specific remedy sought.
- C. The immediate supervisor shall communicate his/her decision in writings to the grievant and to CSEA within ten (10) days after receiving the grievance.

15.3.2 LEVEL II

- A. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent, or his/her designee, within ten (10) working days after receiving a decision from Level I.
- B. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for appeal.
- C. The Superintendent, or his/her designee, shall communicate his/her decision, in writing, to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified limits shall be deemed an

acceptance of the decision.

15.3.3 LEVEL III

- A. If the matter is not resolved to the satisfaction for the grievant, the grievant may within ten (10) days after receiving the Superintendent's response, request of CSEA that the grievance be arbitrated.
- B. The CSEA shall, within thirty (30) days, notify the District of the Associations intent to arbitrate the grievance.
- C. CSEA and the District will request a list of five arbitrators from the State Mediation and Conciliation Service, and if the parties can not agree on an arbitrator, they shall alternately strike names from the list, starting by lot, until only one is left.
- D. The Arbitrator shall conduct a hearing and reduce to writing a decision, with such remedies as s/he considers to be appropriate, based on his/her finding of facts as they relate to the grievance and the Agreement.
- E. The decision of the Arbitrator shall be binding on all parties to the grievance, unless appealed by either party to the Board of Trustees, within ten (10) days of receiving the Arbitrator's decision.
- F. The Board shall, within thirty (30) days, consider the appeal and render a decision based on the finding of facts, and evidence produced at the arbitration hearing.

15.4 GENERAL PROVISION:

15.4.1 All cost for the arbitration hearing shall be shared equally by the parties.

15.4.2 An employee may be represented in all stages of the grievance procedure by himself/herself with exception of the arbitration hearing, or at his/her option by a representative of CSEA.

15.4.3 All documents, communications, and records dealing with the process of a grievance will be filed in a separate file, and will not be kept in the personnel file of the participants.

15.4.4 The grievant and any necessary witness shall be granted release time with pay to attend any hearings required by these grievance procedures.

15.4.5 No reprisals of any kind will be taken by the District against the participants in a grievance process by reason of such participation.

15.4.6 Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

15.4.7 If a grievance arises from action or inaction on the part of a member of the Administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance to the Superintendent in writing directly and the processing of

such grievance shall be commenced at Level II.

15.4.8 CSEA shall have the authority to file notice and take actions on behalf of grievant(s) under this Article.

15.4.9 Until final disposition to the grievance is accomplished, the grievant is required to conform to the original direction of his/her supervisor, unless to do so would place anyone in danger, or produce a health or safety risk.

ARTICLE XVI SAFETY

16.1 SAFETY COMMITTEE:

A safety committee shall be formed, composed of two (2) members appointed by DISTRICT and two (2) members appointed by CSEA. The committee shall review health, safety, and sanitation conditions and practices. The committee shall make recommendations to DISTRICT concerning improvements in health, safety, and sanitation conditions and practices. The committee shall encourage and support safety education programs.

16.2 RELEASE TIME:

The members of the committee shall be allowed reasonable release time to carry out their responsibilities. Release time must have the prior approval of the Superintendent.

16.3 NO DISCRIMINATION:

No employee shall be discriminated against as a result of reporting any condition believed to be unhealthy or unsafe.

16.4 EMPLOYEE CONTROL OVER STUDENT:

An employee shall not be subject to criminal prosecution or criminal penalties or discipline for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. (Ed. Code 44807)

ARTICLE XVII

LAYOFF AND RE-EMPLOYMENT

17.1 REASON FOR LAYOFF

Layoff shall occur only for lack of work or lack of funds.

17.2 REDUCTION OF HOURS IN LIEU OF LAYOFF

The District may propose to reduce the daily, monthly or annual hours of employment of positions in lieu of layoffs. The District shall notify CSEA in writing of any planned reduction of hours. CSEA and the District will meet and negotiate these reductions of hours within ten (10) working days of the receipt of written notice. The results of these negotiations shall be ratified prior to implementation. In the event that an agreement cannot be reached or cannot be ratified within 90 calendar days from the date of original notification, the District may implement its plan as originally submitted.

17.3 NOTICE OF LAYOFF:

The DISTRICT shall notify employee(s) subject to layoff and CSEA in writing of the proposed layoff not less than forty-five (45) calendar days prior to the effective date of the layoff. CSEA shall have the right to consult with DISTRICT during the forty-five (45) day period to review the proposed layoff and determine that the manner and order of layoff and the exercise of bumping right have been in accordance with the provisions of this article. Layoff notices shall specify the reason for layoff and shall identify by name and classification the employee(s) whose layoff is anticipated.

17.4 ORDER OF LAYOFF:

Any layoff shall be effected within a class. The order of layoff shall be determined by seniority within that class plus higher classes within the DISTRICT. An employee with the least seniority within the class shall be laid off first, either directly or effectively through the exercise of bumping rights by more senior employees. Seniority shall be based on the date of hire as a regular employee in the class in which the employee was hired, plus higher classes or determined under Section 17.10 (Equal Seniority). An employee who takes a district approved unpaid leave of absence of forty (40) working days or longer in duration, shall have the hire date rolled forward an equivalent amount of time. Seniority earned in a class prior to a reclassification or reallocation is not lost. Even if the class has been split into two or more classes, and even if the class title has been changed and/or the salary range placement amended, all seniority accrued in the former class shall count in all of the resulting classes, and shall be so recorded on the seniority list. The only exception to this rule is if the employee clearly no longer possesses the basic qualifications for the reclassified classes, in which case the prior seniority is lost for that class or classes.

17.5 BUMPING RIGHTS:

Employee(s) to be laid off from a position may elect to bump; the following order must be followed:

- 1) Bump the least senior employee in the class who works the same number of non-overtime daily and annual hours and is junior to the laid off employee. If no such position exists;
- 2) Bump the least senior employee, who is junior to the employee being laid off, in the class who has more but most nearly non-overtime daily and annual hours than the laid off employee. If no such position exists;
- 3) Bump the least senior employee, who is junior to the employee being laid off, in the class who has less but most nearly equal non-overtime daily and annual hours than the laid off employee. If no such position exists;

4) Bump into any other class, higher, lower or lateral, in which the employee has accrued seniority through prior regular service. Bumping rights in other classes shall follow the same pattern described above.

If at any step in the bumping process the employee has the opportunity to bump and does not exercise their bumping rights, they will have forfeited the right to bump.

Employees who are bumped from their positions by more senior employees are free to exercise their bumping rights in order of seniority.

A laid off employee may not bump more than one other employee, or otherwise combine positions during the bumping process. However, if an employee is laid off or bumped from more than one position, bumping rights may be exercised for each position. Employees who exercise their bumping rights retain full reemployment rights to the class and daily and annual hours held at the time of layoff.

17.6 LAYOFF AND DISPLACEMENT:

Following notification by the DISTRICT to lay employees off:

1.) Prior to issuing final layoff notices, a meeting shall be held at which all persons likely to be effected by the layoffs, or by the displacement actions of other employees are directed to attend. At this meeting the DISTRICT and CSEA shall explain seniority rights and the layoff and displacement process to the employees. The DISTRICT and CSEA shall also inform employees of their unemployment insurance entitlement at this meeting. Employees who are to be laid off shall exercise or decline to exercise their displacement rights within three (3) working days of this meeting. Employees displaced from their positions by more senior employees shall likewise displace or decline to displace within three (3) working days after notification.

2.) This process shall be carried out until all decisions are made. From these decisions derive the future placement of employees, and a list of employees to receive final layoff notices, which shall include all employees who have exercised displacement rights into positions with fewer daily or annual hours, or lower class status, than the positions presently held. A reemployment list shall also be prepared following this process, which indicates each laid off employees' full employment status by class placement and seniority.

17.7 VACANT POSITION:

Any vacant position in a class shall be deemed to be the least senior employee in the class, and shall be bumped into without advertising the vacancy.

17.8 SALARY WHEN BUMPING:

An employee, who bumps into a lower class, retains the salary step placement and longevity benefits s/he enjoyed in the higher class. An employee that bumps into a class in a different classification series shall be placed on the salary schedule at the highest step s/he previously earned in that class. The employee bumping into a higher class shall not receive less per hour than s/he received prior to bumping.

17.9 LAYOFF IN LIEU OF BUMPING:

A laid-off employee who elects separation from employment rather than exercise bumping rights retains all reemployment rights.

17.10 EQUAL SENIORITY:

If two or more employees subject to layoff possess equal class seniority, precedence shall be determined by the greatest number of accumulated non-overtime hours in paid status in the class plus higher classes. If hours in paid status seniority are equal, precedence shall be determined by lot.

17.11 REEMPLOYMENT RIGHTS:

Laid off employees are eligible for reemployment, in the class and the daily/annual hours of employment for which laid off, for a period of thirty-nine (39) months from the effective date of layoff, and shall be reemployed in the reverse order of layoff. Laid off employees who have bumped into positions in higher paid classes, or positions with more daily and/or annual hours than the position from which laid off, must return to positions equal to those from which laid off as vacancies occur. Laid off employees impacted by negotiated reductions in their class status or hours of employment, or who bump into positions of lower status and/or hours, shall be eligible for employment to their former status for 63 months.

Acceptance of partial reemployment shall not diminish an employees reemployment rights. The DISTRICT shall offer employees on the reemployment list all vacancies for which they possess the basic employment qualifications, prior to advertising the vacancies. This includes positions in different classes and positions with different hours than the positions from which the employees were laid off.

Employees on the reemployment list shall preferentially be reemployed into positions for which they are basically qualified, and for which they apply. Employees shall have not less than five (5) days in which to respond to an employment offer. Transfer opportunities take precedence over reemployment rights. Laid off employees shall have the right to apply for other positions within the DISTRICT as if they were in active status. All rights to promotional or transfer preference granted active employees shall be extended automatically to employees on the reemployment list.

17.12 RETIREMENT IN LIEU OF LAYOFF:

Any eligible employee may elect a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. The employee shall, not less than ten (10) days prior to the effective date of the proposed layoff, provide written notification to DISTRICT to this effect. DISTRICT shall assist the employee in retiring through the Public Employees Retirement System. Employee shall then be placed on a thirty-nine (39) month reemployment list, as would any laid off employee. However, employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code, and the Regulations of the Public Employees Retirement System. DISTRICT agrees that when an eligible retiree responds positively and in a timely fashion to an offer of reemployment, the retiree shall be granted the time necessary for terminating retired status and returning to active service. An eligible retiree who declines an offer of reemployment to a position equal in class and hours to that from which retired shall be removed from the reemployment list and thereafter be considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retirement in lieu

of layoff under this Section.

17.13 SENIORITY ROSTER:

DISTRICT agrees to maintain a seniority roster for all classes, which shall be updated at least annually. CSEA shall be entitled to receive a copy of the roster each time it is updated, and each time layoffs are to occur. The roster shall be in such a form as to clearly show the seniority of each employee in all classes.

17.14 REEMPLOYMENT NOTICES:

Whenever a reemployment list is in effect for an employee class, DISTRICT shall be responsible for providing written notification of appropriate openings to employees on the list by placing the notice in the U.S. Mail, postage prepaid, to employee's last known address. CSEA shall concurrently be provided a copy of each notice.

17.15 EMPLOYEE RESPONSE:

Employees on reemployment lists who desire to return to active status with DISTRICT shall be responsible for notifying the DISTRICT to this effect within ten (10) days of receipt of a notice of appropriate opening. An employee accepting reemployment shall report to work no later than thirty (30) days after the date of intended reemployment as announced by DISTRICT.

17.16 SEVERANCE PAY:

An employee who is to be separated from employment through layoff shall receive severance compensation from DISTRICT at the rate of one week's regular wages for each full academic/calendar year of service with DISTRICT. This compensation shall be provided the employee as close as possible to the last working day preceding layoff.

17.17 INSURANCE BENEFITS DURING LAYOFF:

An employee who is to be separated from employment through layoff and who has served not less than five (5) full academic/calendar years of service with DISTRICT shall continue to be enrolled in, and shall continue to have paid DISTRICT contributions for health and welfare insurance benefits provided by this AGREEMENT for a period of three (3) calendar months following separation from employment. If the employee was contributing a portion of the premium costs for these benefits at the time of layoff, this contribution must continue during the eligibility period, or the District is relieved of its obligation in this area.

17.18 COMBINED CLASSES:

Employees serving in a combined class, the component classes of which include the same duties as do two or more other classes, shall accrue seniority in the component classes in the same manner as for the combined class, in the amounts which reflect the proportion of regular non-overtime hours served in each of the component classes.

17.19 RETENTION OF FRINGE BENEFITS:

Whenever an employee accepts a voluntary reduction in the regular non-overtime daily or annual hours of employment, in lieu of separation from service due to layoff, the entitlement to DISTRICT paid health and welfare insurance benefits provided under the terms of this AGREEMENT shall

continue at the rate prior to the reduction in hours for a period of three (3) calendar months. If the employee is contributing part of the premium costs at the time of layoff, this contribution must continue during the eligibility period, or the District is relieved of its obligation in this area.

ARTICLE XVIII
SEVERABILITY

18.1 SAVINGS CLAUSE:

If, during the life of this AGREEMENT there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than DISTRICT, which renders invalid or restrains compliance with or enforcement of any provisions of this AGREEMENT, the provisions

shall be immediately suspended and be of no effect as long as the law, rule, regulation, or order remains in effect. This invalidation of a part or portion of this AGREEMENT shall not invalidate any remaining portions, which shall continue in full force and effect.

18.2 REPLACEMENT OF SEVERED PROVISION:

In the event of suspension or invalidation of any ARTICLE or SECTION of this AGREEMENT, the parties agree to meet and negotiate within thirty (30) days after the determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XIX
DISCIPLINE**

19.1 DISCIPLINARY ACTION:

Disciplinary action may be imposed upon permanent employees only pursuant to this Article. The following disciplinary actions may be taken by DISTRICT against a permanent employee for the causes listed in Section 19.3.

19.1.1 Dismissal — Dismissal is removal from the employment of the DISTRICT.

19.1.2 Suspension — Suspension is temporary removal from the employment of the DISTRICT for a specified period of time.

19.1.3 Involuntary reassignment — Involuntary reassignment is a change of assignment unilaterally directed by the DISTRICT.

19.1.4 Involuntary demotion — Involuntary demotion is placement in a lower classification.

19.2 RIGHT TO REPRESENTATION:

Any employee shall have the right to representation at any meeting with a district representative, which the employee reasonably believes may lead to discipline.

19.3 CAUSE:

A permanent employee may have disciplinary action taken only for cause, including, but not limited to, the following:

19.3.1 Neglect of duty.

19.3.2 Inefficiency.

19.3.3 Incompetence.

19.3.4 Violation of DISTRICT policy, administrative regulations, written rules and the collective bargaining agreement.

19.3.5 Insubordination, including but not limited to, refusal to perform assigned work.

19.3.6 Dishonesty.

19.3.7 Possession or consumption of alcoholic beverages on school property or reporting for work while under the influence of alcohol.

19.3.8 Discourteous, abusive, offensive or immoral conduct or language toward other employees, students, or the public.

19.3.9 Possession or use of narcotics or controlled substances on school property without prescription, or reporting to work while under the influence of narcotics or controlled substances.

19.3.10 Conviction of a sex offense as defined in Education Code, Section 44010, conviction of narcotics offense, Section 44011, or conviction as a sexual psychopath in Article I, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code.

19.3.11 Repeated, unexcused tardiness.

- 19.3.12 Repeated, unexcused failure to report to work as assigned.
- 19.3.13 Excessive absence, which is detrimental to DISTRICT.
- 19.3.14 Inability to work harmoniously with others to a degree that DISTRICT functioning is disrupted.
- 19.3.15 Intentional or negligent abuse or misuse of public property.
- 19.3.16 Mental and/or physical inability to perform assigned duties.
- 19.3.17 Failure to maintain licenses or certificates required by law or the job description for the position.
- 19.3.18 Abuse of leave privileges.
- 19.3.19 Absence without notification.
- 19.3.20 Falsifying any information supplied to DISTRICT, including information on application forms, employment records or any other DISTRICT records.
- 19.3.21 Refusal to take a medical examination required by DISTRICT.
- 19.3.22 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job. Accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 19.3.23 Abandonment of position.

19.4 PROCEDURE:

- 19.4.1 Progressive Discipline — Except as provided for herein, it is the intent of the parties that discipline be applied progressively to afford the employee the opportunity to correct deficient work practices or conduct.
- 19.4.2 Informal Conference — Except in emergencies, prior to imposing disciplinary action, and as soon as reasonably possible, the Superintendent or designee shall meet with the employee, inform the employee of the proposed discipline and causes therefore, and give the employee an opportunity to respond. At this meeting, the Superintendent or designee shall inform the employee of the right to a representative of his/her choice.
- 19.4.3 Emergency Situations — If the employee's continued presence at the worksite constitutes a danger or jeopardizes the welfare of the employee, other staff, and/or students, the supervisor may suspend the employee immediately and schedule a subsequent informal conference when the emergency is over. The employee shall be entitled to pay during any such suspension.
- 19.4.4 Administrative Leave — Any permanent employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.

19.4.5 Sex or Narcotics Offenses — Compulsory Leave - Any permanent employee charged with the commission of any sex offense as defined in, but not limited to, Educational Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code, Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges. Any employee placed on compulsory leave shall continue to be paid his/her regular salary during such leave if s/he furnishes to DISTRICT a suitable bond to guarantee that the permanent employee will repay the salary paid during the compulsory leave in case the permanent employee is convicted of the charges or fails to return to service following expiration of the compulsory leave. If the employee does not furnish a bond and if the employee is acquitted of the offense or the charges are dropped, DISTRICT shall pay to the employee upon his/her return to service, the full amount of salary which was withheld during the compulsory leave.

19.5 WRITTEN NOTICE:

An employee who is to have disciplinary action taken against him/her shall be served with written notice of the following:

19.5.1 Statement of Charges — A statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based, and shall include the cause and any rules and regulations, which have been violated. No statement of charges is required if the employee is not permanent. The statement shall include notice to the employee of the right to a representative of choice at the hearing.

19.5.2 Right to a Hearing — The notice shall include a statement that the employee has a right to a hearing and shall include a card or paper, the signing of which shall constitute a demand for hearing and denial of all charges. The notice shall state the date by which the card or paper requesting a hearing must be returned to DISTRICT. The date shall not be less than five (5) calendar days from service. Failure to request a hearing within the specified time shall be deemed to be a waiver to the right of the hearing.

19.5.3 Access to Material — The employee may have copies of any material in his/her personnel file.

19.6 HEARING PROCEDURES:

19.6.1 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, have counsel, and, if demand is made when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled “Administrative Adjudication” commencing at Section 11500 of the Government Code shall not be applicable 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 hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

19.6.2 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. In any case in which the Board hears the appeal, the Board may utilize 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 it shall affirm, modify, or revoke the recommended personnel action.

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

19.6.4. 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 be stated in the language of the pleading or reference to the language of the pleading.

19.7 HEARING DECISION:

The decision of the Board shall be certified to the complainant from whose recommendation the appeal is taken and shall be enforced and followed by him/her. 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.

19.8 NO GRIEVANCE:

Action taken under this Article shall not be subject to the grievance procedure. However, any alleged violation of the procedures outlined in this Article shall be grievable.

ARTICLE XX PROFESSIONAL GROWTH PROGRAM

20.1 PURPOSE

The purpose of a Professional Growth Program is to improve the standard of the classified service and open professional advancement opportunities in District employment for classified unit Members.

20.2 ELIGIBILITY

Eligibility for participation in the Professional Growth program is open to all classified unit Members.

20.3 FORMS

All forms for processing professional Growth credit are available at the District Office.

20.4 COURSE WORK CRITERIA

Credit for Course Work Taken Previously: No Professional Growth credit will be allowed for units of study prior to date of employment nor prior to June 2002. Credit will be given for degrees obtained prior to employment and prior to the ratification of this contract.

20.4.1 Advance Approval: All course requests and increment advancements must receive approval in advance by the site/program supervisor and the Superintendent or designee, or be included in the pre-approved core (use Professional Growth Approval form). A "Professional Growth Approval" request may be filed at any time an employee desires. The subject matter of course work to be applied to increments must be pre-approved and related to the employees job family, general education, or be a part of the pre-approved core.

20.4.1.1 The pre-approved core is as follows: Conflict Management; Physical Assault Response Training-credit no more than once every two years; Computer classes; bilingual classes, sign language classes, Seizure Response Training; First Aid Certificate –Renewal credit no more than once every three years; Cardiopulmonary Resuscitation Certificate (CPR) – Renewal credit no more than once every year.

20.4.2 Appeal of Approval, Unit Verification Committees: Employees may appeal an initial decision rendered by the Superintendent or designee, to the Professional Growth Committee. The committee shall consist of not more than two (2) representatives appointed by CSEA Fort Bragg chapter 487 and not more than two (2) representatives appointed by the Superintendent, or designee.

20.5 EXPENSES

Expenses for classes or workshops taken for professional growth credit must be paid for by the employee and may not be taken on district time. Professional growth will not be granted for classes or workshops where expenses have been paid or reimbursed by the District. The certificate earned must not be a requirement for employment.

20.6 UNIT REQUIREMENTS

20.6.1 Total Units Required Per Increment: Fifteen (15) units are required regardless of whether an employee is part or full time. Ten (10) of every fifteen (15) units must be in the employee's area of employment.

20.6.2 Maximum Units: At the top of the Professional Growth Schedule, an employee will have recorded at least seventy-five approved semester units, of which fifty (50) must be in the area of employment.

20.6.3 Unit Conversion Tables: For a college or university course, full semester credit will be applied as granted by the institution. If a course is not taken for college credit, Professional Growth credit will be determined based on the hourly schedule found in section 7.6.5.

20.6.4 Conversion Table: Hourly conversion tables for Regional Occupation Program (R.O.P.) offering adult education, workshops, seminars, correspondence courses, and private and trade schools, etc. Hours beyond an increment may be carried to the next increment level:

7.5	hours =	.5 semester units
15	hours =	1.0 semester units
22.5	hours =	1.5 semester units
30	hours =	2.0 semester units
37.5	hours =	2.5 semester units
45	hours =	3.0 semester units
52.5	hours =	3.5 semester units
60	hours =	4.0 semester units
67.5	hours =	4.5 semester units
75	hours =	5.0 semester units

20.6.5 Combining Workshops: Workshops of fewer than seven and one half (7.5) hours may be combined with other workshops.

20.7 COURSE REPITITION

No course may be repeated for credit, with the exception of approved Recertification courses.

20.8 VERIFYING INCREMENTS

In order to qualify for Professional Growth credit, official transcripts, grade reports (C or better), or other suitable evidence showing satisfactory completion of an approved course must be submitted with the Request for "Professional Growth Increment" no later than November 1. Employees taking classes for a letter grade must attain a letter grade of C or higher. This Professional Growth Increment shall be effective July 1 of the same calendar year.

20.9 ADJUSTMENTS:

All Professional Growth adjustments are made annually during the month of December, and no more than (1) adjustment may be granted during a fiscal year, even though units for more than one (1) increment may have been earned.

20.10 SCHEDULE

Professional Growth shall be paid as follows:

Increment 1	15 Units = Basic Salary Step Placement + 1% increase
Increment 2	30 Units = Basic Salary Step Placement + 2% increase
Increment 3	45 Units = Basic Salary Step Placement + 3% increase
Increment 4	60 Units = Basic Salary Step Placement + 4% increase

Increment 5 75 Units = Basic Salary Step Placement + 5% increase

20.11 ANNUAL COMPENSATION FOR DEGREES EARNED

Associate Degree without pre-approved units	\$250
Bachelors Degree without pre-approved units	\$500

20.11.1 Maximum annual compensation for degrees earned shall not exceed \$500.

ARTICLE XXI

COMPLETION OR CHANGE OF THE AGREEMENT

21.1 COMPLETION OR CHANGE OF THE AGREEMENT:

21.1.1 CSEA and the DISTRICT agree to use the Interest Based process in all matters relating to the Employer and Employee Organization relationship and to apply the guidelines as stated here in this Article of collective bargaining agreement in a positive, problem solving approach to resolve the problems that arise, and to meet the parties

interests. The parties' also acknowledge that these guidelines can be modified by consensus in order to meet the needs of the parties to the agreement.

21.1.2 The decision making environment that the parties wish to encourage requires mutual respect for all the participants. To that end all of the negotiations team members will be expected to do the following:

- A) Focus on the problem or issue(s)
- B) Be non-judgmental
- C) Present information openly and accurately
- D) Actively listen to information presented
- E) Honor all ideas and opinions
- F) Encourage creative solutions
- G) Actively participate in seeking a solution that meets all interests
- H) Come to all meetings prepared

21.1.3 Scheduling meetings shall be done by the Negotiation Chairpersons for each team if needed, or will be decided upon by the negotiating team in preparation for the next session. Preparing the agenda of issues to be negotiated shall be handled in the same manner, but will be flexible to allow modification as agreed upon by the negotiators present. At the end of each negotiations session, next steps will be listed, and a draft agenda will be developed. Preparation for the next session will clearly delineate those persons responsible for any further action, or follow-up.

21.1.4 In the interest of clear communications the negotiations teams will decide what shall be jointly reported out to our constituents to notify them of agreements and/or problems or disagreements. This does not preclude either team from discussing concerns about an issue with its constituents.

21.1.5 CSEA and the DISTRICT agree that they shall use the principles of interest based bargaining in negotiating all problems or issues. The parties agree that the participants in the IBB process must have the flexibility to decide where a solution that meets their interest is to be found in the following process steps:

- A) Identify issues and interest of both parties
- B) Share feelings and recognize impacts
- C) Identify mutual interests
- D) Determine if additional information or datum is needed.
- E) Use a consensus decision-making process
- F) Brainstorm options
- G) Set standards for evaluating options when necessary
- H) Seek a solution that meets all the interests
- I) Come to closure by agreeing in concept first
- J) Consult with constituency groups about the conceptual agreement
- K) Reach a tentative agreement by putting the concept in writing
- l) Seek ratification of changes in the collective bargaining agreement.

21.1.6 This agreement may be changed by the mutual agreement of CSEA and the DISTRICT. The parties recognize that in the interest based bargaining (IBB) process that

the procedure of contract re-opener negotiations during the term of the agreement, are superceded by the ongoing negotiations in the IBB process. Either party has the authority to place an issue(s) on the agenda for IBB at any time. The solution to a problem that is the cause for the issue being brought to the IBB process may require changes to the collective bargaining agreement. Agreement to change the collective bargaining agreement may be reached by consensus of the Negotiations Teams, but must be ratified by the constituency groups.

21.1.7 Bargaining for a successor collective bargaining agreement will require that both parties list the issues to be discussed that would affect the language of the agreement (normally) not more than three (3) years, prior to entering into negotiations on these specific issues for the successor agreement.

21.1.8 The parties agree that in the interest of the relationship and forthright communications, that whenever possible we should consult each other before taking any action that will affect constituency of the other, and always check our assumptions.

21.1.9 If at any point in time the DISTRICT or the Association wishes to withdraw from Interest Based Bargaining process, and return to traditional negotiations, it must serve a ninety (90) day notice to the other party.

21.2 AGREEMENT:

Any retroactive employee benefits provided by the AGREEMENT, which are granted retroactively to July 1 of the year of ratification, shall be made available only to those who are employees on the date of ratification by the Board of Trustees. Improvements in, or reduction of, employee benefits within the lawful scope of negotiations which are required by the amendment or addition of statutory guarantees now provided in California or Federal law shall obligate the parties, upon the request of either party, within ten (10) days of the effective date of such legislation to negotiate for the improvement or maintenance of benefits in the AGREEMENT.

21.3. ANNUAL CALENDAR:

The annual school calendar committee (Committee) is to be composed as follows:

- 2 Representatives of FBDTA
- 2 Representatives of CSEA
- 2 Representatives of the District Administration
- 2 Representatives of the public, appointed by the Board of Trustees.

The Committee shall meet as needed (at least annually) to review and finalize each year's calendar based on the Perpetual Calendar formula. The calendar shall be prepared no later than November 1st, one year previous to implementation.

Any problems or proposed changes should be referred back to the constituent units, who may then call for a meet-and-confer.

PERPETUAL CALENDAR

- First day of instruction two Mondays prior to Labor Day.

- October Break after 8 weeks of instruction.
- Wednesday prior to Thanksgiving-travel day (in lieu of Admission Day).
- Winter Break commences two Mondays prior to January 1.
- Teacher Duty Days will occur at the end of each semester and the days prior to start of school (M.L. King Day not in same week as January Teacher Duty Day, if possible).
- President's Week commences Friday preceding President's Day and continues through the week immediately following, except by Board resolution for years 05-06, 06-07 and 07-08.
- Spring Break commences nine Mondays prior to the last day of instruction.

**ARTICLE XXII
DURATION**

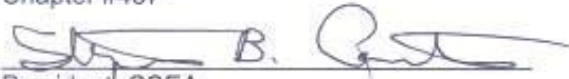
22.1 The term of this AGREEMENT shall be from the date of its execution to and including June 30, 2009, with annual re-openers on Salaries and Benefits and three other openers per year for each side during the term of the contract.

Unless DISTRICT or CSEA notifies the other party in writing no later than April 15, 2009 of its desire to terminate or amend this AGREEMENT, it shall continue in effect for additional one-year periods.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on this date:

DATE June 11, 2007

CSEA
California School Employees Assn.
Chapter #487



President, CSEA

DATE 6/11/07

BOARD
Fort Bragg Unified School District



Superintendent, FBUSD

DATE 6/11/07

APPENDIX A.1
CLASSIFICATIONS & SUPPLEMENTAL BENEFITS SCHEDULE 2007 - 2008

INSTRUCTIONAL SUPPORT	RANGE	GENERAL SUPPORT	RANGE
<u>Instructional Programs</u>		<u>Child Nutrition</u>	
Assistant - Bilingual	29	Food Service Assistant	29
Assistant - Classroom	29	Food Service Cook	31
Assistant - Physical Education	29	Food Service Cafeteria Manager	39
Assistant - Special Services	29	Food Service Cook Manager	39
<u>Instructional Media</u>		<u>Plant Maintenance and Operations</u>	
Library Textbook Clerk	26	Food Service Courier/Custodian	33
Library Assistant	32	Custodian	33
Library Assistant - Senior	37	Grounds Keeper	36
<u>Pupil Services</u>		Custodian - Senior	36
Noon Duty Supervisor	21	Maintenance Worker	42
Assistant - Health	37	Maintenance Worker - Senior	45
<u>Instructional Administration</u>		Technology - Lab Assistant	34
Clerk/Administrative	31	<u>Pupil Transportation</u>	
Secretary/Counseling	36	School Bus Driver	39
Secretary/Administrative	46	School Bus Driver - Relief	394
		School Bus Driver - Trainer	46
		Mechanic	49

SUPPLEMENTAL BENEFITS

SHIFT DIFFERENTIAL PREMIUM: A twenty-five cent (.25) per hour differential premium will be paid to any regular employee whose regular job assignment begins after 12 noon and continues beyond 6 p.m., excluding bus drivers (Article V).

SPLIT-SHIFT DIFFERENTIAL PREMIUM: A twenty-five cent (.25) per hour differential will be paid to any regular employee whose job(s) assignment(s) includes a period of unpaid time in excess of one (1) hour (not to include normal one (1) hour meal time.) (Article V).

PROFESSIONAL GROWTH PROGRAM: All professional growth adjustments are made annually during the month of December, and no more than (1) adjustment may be granted during a fiscal year, even though units for more than one (1) increment may have been earned. Professional Growth shall be paid as follows:

Increment 1	15 Units = Basic Salary Step Placement = 1% increase
Increment 2	30 Units = Basic Salary Step Placement = 2% increase
Increment 3	45 Units = Basic Salary Step Placement = 3% increase
Increment 4	60 Units = Basic Salary Step Placement = 4% increase
Increment 5	75 Units = Basic Salary Step Placement = 5% increase

Annual Compensation for Degrees Earned:

Associate Degree without pre-approved units 250
 Bachelors Degree without pre-approved units 500

Maximum annual compensation for degrees earned shall not exceed \$500.

APPENDIX A-2
CLASSIFICATIONS & SUPPLEMENTAL BENEFITS SCHEDULE
2006 - 2007
CLASSIFICATIONS

COLAcI	RANGE=		2.00%								
	1.0000	STEP =	3.90%								
RANGE	1	2	3	4	5	6	7	8	11	16	21
17	7.86	8.17	8.49	8.82	9.16	9.52	9.89	10.27	10.67	11.09	11.52
18	8.02	8.33	8.65	8.99	9.34	9.71	10.09	10.48	10.89	11.31	11.75
19	8.18	8.50	8.83	9.17	9.53	9.90	10.29	10.69	11.11	11.54	11.99
20	8.34	8.67	9.00	9.36	9.72	10.10	10.49	10.90	11.33	11.77	12.23
21	8.51	8.84	9.18	9.54	9.91	10.30	10.70	11.12	11.55	12.01	12.47
22	8.68	9.02	9.37	9.73	10.11	10.51	10.92	11.34	11.79	12.25	12.72
23	8.85	9.20	9.56	9.93	10.32	10.72	11.14	11.57	12.02	12.49	12.98
24	9.03	9.38	9.75	10.13	10.52	10.93	11.36	11.80	12.26	12.74	13.24
25	9.21	9.57	9.94	10.33	10.73	11.15	11.59	12.04	12.51	12.99	13.50
26	9.39	9.76	10.14	10.54	10.95	11.37	11.82	12.28	12.76	13.25	13.77
27	9.58	9.95	10.34	10.75	11.17	11.60	12.05	12.52	13.01	13.52	14.05
28	9.77	10.15	10.55	10.96	11.39	11.83	12.29	12.77	13.27	13.79	14.33
29	9.97	10.36	10.76	11.18	11.62	12.07	12.54	13.03	13.54	14.07	14.61
30	10.17	10.56	10.98	11.40	11.85	12.31	12.79	13.29	13.81	14.35	14.91
31	10.37	10.78	11.20	11.63	12.09	12.56	13.05	13.56	14.08	14.63	15.20
32	10.58	10.99	11.42	11.87	12.33	12.81	13.31	13.83	14.37	14.93	15.51
33	10.79	11.21	11.65	12.10	12.57	13.06	13.57	14.10	14.65	15.23	15.82
34	11.01	11.44	11.88	12.34	12.83	13.33	13.85	14.39	14.95	15.53	16.14
35	11.23	11.66	12.12	12.59	13.08	13.59	14.12	14.67	15.25	15.84	16.46
36	11.45	11.90	12.36	12.84	13.34	13.86	14.41	14.97	15.55	16.16	16.79
37	11.68	12.14	12.61	13.10	13.61	14.14	14.69	15.27	15.86	16.48	17.12
38	11.91	12.38	12.86	13.36	13.88	14.42	14.99	15.57	16.18	16.81	17.47
39	12.15	12.63	13.12	13.63	14.16	14.71	15.29	15.88	16.50	17.15	17.81
40	12.39	12.88	13.38	13.90	14.44	15.01	15.59	16.20	16.83	17.49	18.17
41	12.64	13.14	13.65	14.18	14.73	15.31	15.90	16.52	17.17	17.84	18.53
42	12.90	13.40	13.92	14.46	15.03	15.61	16.22	16.86	17.51	18.20	18.91
43	13.15	13.67	14.20	14.75	15.33	15.93	16.55	17.19	17.86	18.56	19.28
44	13.42	13.94	14.48	15.05	15.63	16.24	16.88	17.54	18.22	18.93	19.67
45	13.68	14.22	14.77	15.35	15.95	16.57	17.22	17.89	18.58	19.31	20.06
46	13.96	14.50	15.07	15.66	16.27	16.90	17.56	18.24	18.96	19.70	20.46
47	14.24	14.79	15.37	15.97	16.59	17.24	17.91	18.61	19.34	20.09	20.87
48	14.52	15.09	15.68	16.29	16.92	17.58	18.27	18.98	19.72	20.49	21.29
49	14.81	15.39	15.99	16.61	17.26	17.94	18.63	19.36	20.12	20.90	21.72

Board approved: March 27, 2007
Effective: July 1, 2007; Reclassifications to a higher range effective March 1, 2007.

APPENDIX B
CSEA DUES AND SERVICE FEE SCHEDULE

ANNUAL PER CAPITA DUES

Effective SEPTEMBER 1, 2003:

The per capita dues of the California School Employees Association shall be assessed at the rate of 1.5% of the first \$2,175 of monthly gross salary (exclusive of overtime, but including longevity, professional growth and anniversary increments), and shall not exceed a maximum assessment of \$32.63 per month and \$326.25 annually, in accordance with procedures set forth by the delegates at the annual CSEA conference in the CSEA bylaws in Article VII at section 1(a).

The local CSEA Chapter may assess additional local Chapter dues of \$2.50 per month, as authorized by the local Chapter constitution. Fair Share Agency Fee Payers shall not be required to remit the local Chapter dues.

Payment shall be by payroll deduction, the monthly deductions beginning in September of each year and continue through the following August, or until the maximum of \$326.25 has been deducted during the ten month period.

Effective SEPTEMBER 1, 2004:

The per capita dues of the California School Employees 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), and shall not exceed a maximum assessment of \$36.75 per month and \$367.50 annually, in accordance with procedures set forth by the delegates at the annual CSEA conference in the CSEA bylaws in Article VII at section 1(a).

The local CSEA Chapter may assess additional local Chapter dues of \$2.50 per month, as authorized by the local Chapter constitution. Fair Share Agency Fee Payers shall not be required to remit the local Chapter dues.

Payment shall be by payroll deduction, the monthly deductions beginning in September of each year and continue through the following August, or until the maximum of \$367.50 has been deducted during the ten month period.

APPENDIX C
INSURANCE

It is agreed by the District and the Association that the District shall pay for each unit member covered by this Agreement, and enrolled in the following plans, the amount specified below into the District's Medical, Dental and Vision Trust Fund.

Effective July 1, 2006: MEDICAL COVERAGE
\$610.00 PER MONTH (tenths)

DENTAL COVERAGE
\$66.50 PER MONTH (tenths)

VISION COVERAGE
\$10.50 PER MONTH (tenths)

In addition, the District agrees to pay TransAmerica Life \$2.40 tenths for each unit member covered by this Agreement for life insurance.

Effective July 1, 2005, the Staywell side fund paid by the District was applied to the medical premium cap. All vested sidefund balances were distributed by the District to qualifying classified employees before the close of the 2005-2006 fiscal year.

**APPENDIX D
EVALUATION FORM**

Fort Bragg Unified School District

Name	Date of Evaluation
Job Class	Range/Step
Immediate Supervisor	
Date of Last Evaluation	Date of Next Evaluation

Hire Date	Rank (for seniority)					
Type of Evaluation	<input type="checkbox"/> Scheduled	<input type="checkbox"/> Special				
	<input type="checkbox"/> Probationary					
Job Site		<table style="width:100%; text-align: center; font-size: small;"> <tr> <td style="writing-mode: vertical-rl; transform: rotate(180deg);">Very Effective</td> <td style="writing-mode: vertical-rl; transform: rotate(180deg);">Satisfactory</td> <td style="writing-mode: vertical-rl; transform: rotate(180deg);">Needs Improvement</td> <td style="writing-mode: vertical-rl; transform: rotate(180deg);">Unsatisfactory</td> </tr> </table>	Very Effective	Satisfactory	Needs Improvement	Unsatisfactory
Very Effective	Satisfactory	Needs Improvement	Unsatisfactory			

Performance				
1. Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Flexibility, initiative and ability to learn new tasks and skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Problem solving ability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Mastery of relevant job skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Habits				
1. Attendance and punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cooperation with co-workers, supervisors and the public (as appropriate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Efficient use of time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Compliance with policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Commendations: *(To be used if supervisor believes employee demonstrates performance beyond "very effective")*

B. Recommendations for Improvement

.-=Employees who have any area marked "needs improvements" or "unsatisfactory" should be evaluated annually, otherwise the employee would be evaluated every other year per Article XIV.1.4

SUPERVISOR NOTE: This page is to be filled in consultation with the employee

Professional Growth Objectives

Include areas marked "Unsatisfactory" or "Needs improvement" and/or others (at least two)

Recommendations to help achieve objectives

(Supervisor should be specific and helpful)

1.	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
2.	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
3.	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
4.	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>

Supervisor's Comments

Employee's Comments

Evaluator Signature/date

Co-Evaluator Signature (if necessary)/date

Reviewer Signature/date

Employee Signature/date

Note: Employee's signature indicates receipt of evaluation report and does not necessarily indicate agreement with the contents.

Revised 10/02

APPENDIX E
CLASSIFIED EMPLOYEES WORK DAYS

Job Name	Range	Number of Work days	Exceptions
Food Service Assistant	29	181	
Classroom Assistant	29	181	
Special Services Assistant	29	181	
Instructional Assistant Preschool	29	183	
Textbook Clerk	26	192	
Food Service Cook	31	182	
Admin. Clerk (Reg. & Spec. Ed.)	31	187	
Health Assistant	37	187	
Food Service Cook/Manager	39	182	
Library Assistant	32	192	
Food Service Courier/Custodian	33	236	(Depends on vacation days)
Custodian	33	236	(Depends on vacation days)
Grounds Keeper	36	236	(Depends on vacation days)
Sr. Library Assistant	37	197	
Secretary-Counseling	36	198	
Bus Driver	39	180	
Bus Driver Trainer	46	180	
Technology Lab Assistant	34	180	
Maintenance Worker	42	236	(Depends on vacation days)
Secretary - Administrative	46	202	
Senior Custodian	36	236	(Depends on vacation days)
Senior Maintenance Worker	45	236	(Depends on vacation days)
Mechanic	49	236	(Depends of vacation days)