

COLLECTIVE BARGAINING AGREEMENT  
between  
CAMPBELL UNION SCHOOL DISTRICT  
and  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Chapter 868

July 1, 2019 – June 30, 2022

Tentative Agreement signed:

April 30, 2020

Ratified by the Governing Board:

May 14, 2020



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Appendixes are for reference only. Please use electronic forms to ensure that most recent version is used.

## **PREAMBLE**

This Agreement, entered into, pursuant to the Educational Employment Relations Act, constitutes the agreement between the Governing Board of the Campbell Union School District ("District") and California School Employees Association's Campbell Elementary Chapter 868 ("Association").



## **ARTICLE 1 - RECOGNITION**

The District and CSEA recognize and agree that those positions within the bargaining unit represented by CSEA are described in Appendix A1 – Classifications and the CSEA salary schedules agreed to by the parties.

## ARTICLE 2 - DISTRICT RIGHTS

### 2.1 Powers and Authority

The District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; legally contract out work; and take action on matters in the event of an emergency such as an "Act of God." In addition, the Board retains the right to hire, classify and reclassify, assign, transfer, grant leaves, evaluate, promote, terminate and discipline employees.

### 2.2 Limitations of Authority

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance of that exercise, and the use of judgment and discretion in connection with that exercise, shall be limited only by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.

The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure, except that an arbitrator shall have the authority to determine the applicability of this article to any dispute regarding the retention or reservation of any rights and powers listed in this Article.

## ARTICLE 3 - ASSOCIATION RIGHTS

### 3.1 Use of Facilities

#### **3.1.1 Use of Buildings and Facilities**

The Association and its members shall have the right to make use of school buildings and facilities for the purpose of exercising rights under the Public Employment Relations Act and confer with members at hours when members of the unit are not required to render services and when such buildings and facilities are not otherwise in direct use by the staff in the performance of their duties. An authorized Association representative shall obtain advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted. Permission shall be granted by the Superintendent or designee provided that they can verify that such requested activities and use of facilities will not directly interfere with the school programs and/or duties of employees or any group which had prior use of facility. If any damage or unusual wear is incurred during the Association's use of such buildings and facilities, the Association agrees to pay for the actual cost of repairs or replacement.

#### **3.1.2 Use of Bulletin Boards**

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin board space, at least one of which shall be provided at each District site in an area frequented by members of the unit. All items for bulletin boards must contain the date of posting and the Association's identification. All postings on bulletin boards shall be done by an authorized Association representative. A list of authorized representatives shall be provided to the site or department supervisor. The Association will not post or distribute any information on school property which is obscene, derogatory or defamatory of the District or its personnel.

#### **3.1.3 Use of Mail Service/Fax Machines**

The Association may make reasonable use the District mail service, fax machines and members of the unit's mailboxes for communications to members of the unit. The Association shall provide to the District a copy of all non-confidential material that is intended for District-wide distribution.

### 3.2 Association Leave

#### **3.2.1 Leave Pay**

The Association President or designee may use one day of Association Leave per month from August through May (ten days total). The District and the Association president shall agree upon a schedule at the start of the school year. In addition, provided advance notice of at least two (2) days is given to the District. The Association may designate such members, as it deems necessary, who are Association representatives, to receive paid leaves of absence. The total number of

such leaves will not exceed twenty (20) hours for each fiscal year or major portion of each fiscal year. A paid leave of absence shall be granted to three (3) designated representatives for a maximum of five (5) days in order to attend the CSEA Annual Conference.

### **3.2.2 Grievance Representatives**

The Association shall be permitted to designate a representative who shall be granted release time for the processing of grievances arising within the District. "Processing grievances," as used in this Article, means attendance at the meetings with school district administrators and the arbitration hearing, as set forth in the grievance procedure. Such designated persons shall not leave work for grievance processing purposes without prior approval of the supervisor.

## **3.3 Employee Rights**

### **3.3.1 Participation in Employee Organizations:**

The District and CSEA recognizes the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the CSEA shall not be compulsory.

### **3.3.2 Interview Committee**

The Parties agree that CSEA will have the right to have a CSEA representative serve on interview panels in accordance with Article 12 section 12.3.2. By August 1<sup>st</sup> of each year, CSEA Chapter 868 will provide the District with a master list of CSEA representatives eligible to serve. The master list will specify three (3) classified employees in each department who have been approved by the Executive Board. If the District wishes to have an alternative classified employee on the panel this may be done upon mutual agreement between Chapter 868 President and the District.

## **3.4 Membership and Dues Deduction**

### **3.4.1 Payroll Deductions**

- 3.4.1.1 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the District for workers in the bargaining unit.
- 3.4.1.2 The District shall deduct, in accordance with the CSEA dues schedule, dues, from the wages of all workers who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District.
- 3.4.1.3 The District shall, without charge, pay to CSEA all sums so deducted.

- 3.4.1.4 No unit member shall be obligated to pay dues to CSEA until the regular pay period at the end of the month in the month following submission of the payroll deduction authorization form.
- 3.4.1.5 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the union before processing any revocation request. The District shall notify CSEA within a reasonable time following any request to revoke membership or dispute regarding membership dues.
- 3.4.1.6 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 3.4.1.7 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name.

#### **3.4.2 Indemnification and Hold Harmless**

CSEA shall indemnify and hold the District harmless from any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District's compliance with this article. CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to herein shall be compromised, resisted, defended, tried or appealed.

#### **3.5 Site-Based Decision-Making**

CSEA and the District agree that classified staff at the schools and/or departments should be included in site-based decisions related to the development of school plans. This agreement shall also be communicated to all school administrators. It is further agreed that efforts will be made when developing these plans, including and not limited to any programs added to the site, to consider the effect and impact that exists or will exist on the classified staff.

#### **3.6 Personnel File Review**

A member shall have the right to allow a CSEA representative to review his/her personnel file. The member shall obtain the Personnel File Review Authorization form from the Human Resources Department. The member must designate the authorized CSEA representative permitted to review his/her file, sign and submit the form to the Human Resources Department.

### **3.7 Distribution of CSEA Contract**

The most current contract shall be available electronically to all CSEA members. One copy per district site will be printed and distributed to these sites. A CSEA officer shall request any additional printing and the expense of printing shall be equally split between the District and CSEA.

### **3.8 Employee Orientations and Union Access to Information**

#### **3.8.1 Access to New Employee Information**

On or before the date of the regular paycheck of the month following hire, the District shall provide CSEA with the following information for any newly hired employee:

- a. Employee ID
- b. Name
- c. Job Title
- d. Department
- e. Work Location
- f. Work Telephone Number
- g. Home and Personal Cellular Telephone Numbers
- h. Personal Email Address
- i. Home Address
- j. Hours per week worked (e.g. 40 or 30 or similar)
- k. FTE value (e.g. 1.00 or .75 or similar)
- l. Months per year worked (e.g. 10 or 12 or similar) or days worked per year
- m. Current status (e.g. on leave, active employee)
- n. Indicate whether CSEA Chapter 868 dues or agency fees are being deducted

#### **3.8.2 Access to Unit Member Information**

No later than September 1 of each school year, and every 120 days after, the District shall provide the information in 3.8.1 above, to CSEA for all unit members.

#### **3.8.3 Exceptions**

The District shall not be required to provide an employee's home and personal cellular telephone number or email address to the Association if the employee does not provide such information to the District, or if otherwise prohibited by law.

### **3.9 Onboarding and Orientations**

The Association shall have access to employees newly hired into positions within the bargaining unit during the District's new employee onboarding or orientation process, as follows:

- a. The District will provide a newly hired employee with information materials from the Association during the employee onboarding process. It is the Association responsibility to prepare and duplicate such materials and make materials available to the District to distribute to newly hired employees.

- b. For employees hire at the beginning of the year, a group orientation will be held at the District's "Back to School Breakfast" or similar meeting. Thirty (30) minutes shall be provided to a CSEA Representative to address new bargaining unit members and provide information about CSEA. The CSEA Labor Relations Representative may also attend the orientation.
- c. For Campbell Care employees hired after the meeting in section b. above, CSEA shall be provided thirty (30) minutes to address new bargaining unit members and provide information about CSEA. This new employee orientation for Campbell Care shall occur on the second (2<sup>nd</sup>) Friday of every month during which new Campbell Care employees are hired. The District shall provide reasonable notice to CSEA of any needed scheduling change with this monthly orientation. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. The CSEA Labor Relations Representative may also attend the orientation.
- d. For each new bargaining unit member not covered by sections b. or c. above, the new employee may meet with a CSEA Representative for up to fifteen (15) minutes during the first on his or her site, or within the first week if the first day is not feasible. The CSEA representative will coordinate with each supervisor or designee to mutually agree upon a time. The District shall provide notice to CSEA and the site Principal/Supervisor of the hire of a new employee and their first scheduled day at the site. CSEA shall, as soon as practicable provide the district notice of the CSEA representative that will attend the orientation meeting. The CSEA Labor Relations Representative may also attend the orientation.
- e. CSEA shall be provided with up to forty (40) hours per fiscal year to release CSEA representatives for CSEA orientations and related travel. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. Should the release time described in this section be exhausted prior to onboarding all new hires within a fiscal year, the parties agree to negotiate additional time for the purpose of providing CSEA information to new bargaining unit members. CSEA representative are responsible for reporting release time into the District's online and paper reporting systems.
- f. If an employee does not wish to spend the allotted amount of time in a CSEA orientation, the employee may so inform CSEA.
- g. The Parties agree that articles 3.8 and 3.9 satisfy all notice requirements of Government Code Section 3556.
- h. The provisions of articles 3.8 and 3.9 may be grieved only by CSEA and its Chapter 868.

## ARTICLE 4 - COMPENSATION

### 4.1 Salary Schedule and District Contribution

Total Compensation for 2019-20 shall be increased as follows:

On salary schedule increase, retroactive to July 1, 2019: 2.00%

The salary schedules shall be attached as Appendix A and incorporated into this Agreement.

The following provisions shall apply to the salary schedules attached as Appendix A.

#### **4.1.1 Longevity**

Supermaximum pay increments at six percent (6%) of Step 1, Range 113 shall be paid to all classified personnel at the beginning of the 10th, 15th, 20th, 25th, 30th, and 35th full years of service.

### 4.2 Bilingual/Biliterate Differential

Any unit member who has passed the District's test and qualifies as bilingual/biliterate and who is assigned to a position the District has designated as bilingual/biliterate shall be paid one range higher on the salary schedule than similarly situated unit members not designated as bilingual/biliterate.

### 4.3 Compensation For Work Out Of Classification

A unit member may be required to perform duties that reasonably relate to the unit member's position and classification. A unit member required to perform substantially all the duties in a higher classification for more than five (5) working days within a fifteen (15) calendar day period shall be paid a differential for the entire period the unit member is required to work out of classification. The unit member shall be paid at the step on the range established for the higher classification that will provide the unit member at least a 10% differential above the unit member's regular rate of pay. Before requesting compensation for working out of classification, the unit member shall discuss the duties with the unit member's supervisor and obtain the supervisor's approval. The supervisor shall arrange for a written approval from the Assistant Superintendent - Human Resources.

### 4.4 Hourly Equivalent

Hourly equivalent is computed on the basis of forty (40) hours per week at one hundred seventy-four (174) hours per month.

### 4.5 Step Advancements

**4.5.1** All step advancements will be made solely upon receipt of an overall satisfactory evaluation provided that the bargaining unit member has been warned thirty (30) days prior to the unsatisfactory evaluation that his/her performance needs improvement.

**4.5.2** Effective July 1, 2019, for the purposes of step movement after initial placement and Supermax advancement, employees who are hired from July 1 to the last day in



February shall advance to the next step on July 1. For employees hired from March 1 to June 30, the employee shall advance to the next step on July 1 of the following year.

#### **4.6 Cost of Uniforms**

The District will pay for the cost of uniforms if the District requires unit members to wear uniforms.

#### **4.7 Call In and Call Back Time**

##### **4.7.1 Rate of Compensation**

Any unit member who is required by the District to work on a day when the unit member has not been scheduled, or any unit member called back to work after completion of a regular workday for that unit member, shall be entitled to a minimum of two (2) hours of compensation at the overtime rate or three (3) hours of compensation at the overtime rate if the call back is made between the hours of 12:00 a.m. and 7:00 a.m. on weekdays, or any time on Saturdays, Sundays, and all holidays. Unit members who are not in a maintenance classification and are called back to work during their rotation period shall be paid at their current step but in the range applicable to the Maintenance Worker II classification for all work performed as a result of the callback.

##### **4.7.2 On-Call Pager/Cell Phone Rotation Compensation**

In addition to the compensation provided by Section 4.7.1, any unit member included on the "on call list" and required to wear a District pager/cell Phone during school vacation periods shall report to work (except for Saturdays, Sundays or holidays) and shall not be mandated to take vacation time off. Employees required to carry a District pager/cell phone during non-duty hours shall be paid three (3) hours of compensation at the overtime rate for each week the on call pager/cell phone is required.

##### **4.7.3 On Call Pager/Cell Phone Rotation List**

Every six (6) calendar months, each bargaining unit member serving in a maintenance classification shall be required to be on the on call rotation list for the next six (6) calendar months. The on call member shall be assigned in the order of seniority. The most senior unit member shall be placed at the top of the on call rotation assignment list.

###### **4.7.3.1 Allowance for Other Bargaining Unit Members**

The District may invite unit members who are not in the maintenance classification to be added to the on call rotation list, and those who agree to be included on the rotation list will be required to serve six (6) calendar months on the on call rotation list. The District reserves the right to invite or re-invite any unit member to be on the on call rotation list. Non-maintenance unit members who are invited and accept placement on the on call rotation list will be placed at the bottom of the on call rotation list in their order of seniority.

**4.7.4 On Call Rotation Period**

Pager/cell phone rotation assignment will be for a one (1) week period.

**4.7.5 On Call Substitute**

Prior to or during the one (1) week period that a unit member is assigned to be on call, the assigned unit member can contact other unit members on the rotation list to obtain a substitute for coverage of the assigned member's on call assignment. With the District's prior written approval and the substitute unit member's agreement, the substitute unit member will then be assigned and responsible for the one week on call assignment.

**4.7.6 Mileage Compensation**

Any unit member called back to work after that unit member's completion of a regular workday shall be paid mileage for necessary travel between the employee's residence and District work site at the rate established by the Federal Tax Code for purposes of non-reportable income.

**4.8 Child Nutrition Worker/Assistants' Lunch**

Child Nutrition Worker/Assistants may eat a USDA lunch without charge during the unit member's lunch break.

## ARTICLE 5 - HEALTH AND WELFARE BENEFITS

(Medical, Dental, Vision and Long Term Disability)

### 5.1 District Contribution

The benefits and providers for health and welfare programs shall be determined by the parties to this Agreement.

#### **5.1.1 Contributions for Full-Time Unit Members**

Effective January 1, 2020, for each full-time member, the District shall contribute up to an additional six hundred dollars (\$600) or the cost of Kaiser single, Delta Dental and VSP vision, whichever is less. The benefit contribution will not exceed eleven thousand four hundred thirty dollars (\$11,140).

Effective January 1, 2018, for each full-time member, the District shall contribute the cost of Kaiser single, Delta Dental and VSP vision. The benefit contribution will not exceed eleven thousand four hundred thirty dollars (\$11,140).

#### **5.1.2 Part-Time Unit Members**

For part-time unit members the District shall pay a fractional amount of the individual maximum amounts as determined by the portion that is equal to the fraction of hours worked to full-time employment, only if the part-time unit member contributes by payroll deduction an amount equal to the balance. The balance paid by the part-time unit member shall be calculated in the same relative manner that would prevail for a full-time unit member, but in the same ratio as part-time hours worked to full-time hours.

#### **5.1.3 Child Nutrition Unit Members**

Unit members who are hired in Child Nutrition after April 1, 1984, and who work less than twenty (20) hours per week shall be ineligible for prorated health and welfare benefits. Unit members who worked less than twenty (20) hours per week and who participated in prorated benefits on the date of the signing of this Agreement shall continue to receive prorated benefits for the term of their employment.

### 5.2 Social Security

CSEA unit members who are presently covered by a retirement system shall be placed on Social Security and Medicare, effective July 1, 1991. The District shall contribute the applicable employer contribution and the employee shall contribute, by appropriate automatic deductions, the applicable employee contribution.

### 5.3 Long-Term Disability

The District will provide, at District expense, long term disability insurance for all unit members who previously had coverage and for all members who qualify for benefits. The coverage will be provided under the UNUM disability plan.

### 5.4 Health and Welfare Contributions for Less Than 12 Month Employees

For bargaining unit members who serve less than twelve (12) months each school year, their annual contributions for health and welfare benefits shall be deducted from their pay warrants

in ten equal monthly payments. Unit members who earn less than the amount necessary to cover the premium increase shall be billed for the remaining amount due.

## ARTICLE 6 - PROFESSIONAL GROWTH

### 6.1 Definition

Permanent unit members shall be eligible for professional growth compensation. Professional growth shall be defined as course work that will improve the unit member's skill in his/her present classification or provide the skills necessary for a promotional classification.

#### **6.1.1 Program A –Tuition Reimbursement**

For each fiscal year, the District agrees to provide the sum of \$750 for the purpose of reimbursement of tuition, lab fees, materials or books required for courses or workshops which are both job-related and of benefit to the District. Reimbursement shall be available on a first-come, first serve basis to active unit members who apply for the benefits and receive prior approval of the Deputy Superintendent, Administrative Services. For each fiscal year the maximum amount of reimbursement for each bargaining unit member shall be \$100. Payment will be made after the unit member provides written evidence of satisfactory completion of the course or workshop.

#### **6.1.2 Program B - Professional Growth Increments**

Bargaining unit members who successfully complete nine (9) semester units of college course work or the equivalent occupational training hours are eligible for one professional growth increment. Fifteen (15) hours of approved training shall equal one semester unit of college course work. For each earned professional growth increment, a bargaining unit member shall be paid two percent (2%) of Step 1, Range 113.

### 6.2 Reimbursement Request

All courses must be taken during the unit member's off-duty time if the training is to apply to 6.1.1, Tuition Reimbursement or 6.1.2, Professional Growth Increments. No release time shall be granted for participation in Program A or B noted above. Any member may ask his/her administrator to participate in training during the workday provided it does not require tuition reimbursement nor will it result in the addition of professional growth increments. Granting of such time off for training will be at the discretion of the administrator and shall take into account, among other factors the site budget capability to pay for courses and/or substitutes, as well as the impact of the absent employee on the operations of the site. Any adjustment in work schedule will need to be addressed according to Article 7.2.

### 6.3 Professional Growth Committee

The parties shall form a joint CSEA-District Committee, comprised of two appointees each, which: (1) will function as an appeal from the Assistant/Associate Superintendent's determination of whether course work will improve the unit member's skill in his/her present classification or provide the skills necessary for a promotional classification; and (2) will select the recipient of the Program B scholarship negotiated by the parties. The Committee members will be granted release time for meeting. The Committee will select a chair at the first

meeting; and thereafter on an annual basis the chair will rotate to a Committee member of the opposite party.

**ARTICLE 7 - HOURS, OVERTIME AND WORK YEAR**

**7.1 Hours**

**7.1.1 Hours and Lunch**

Full-time classified unit members shall work forty (40) hours per week, five (5) consecutive days consisting of eight (8) hours per day. Such employees are entitled to a duty free lunch period of thirty (30) minutes which shall not be compensated nor included within the eight (8) hours of work per day. Unit members working more than four (4) hours per day on a regular schedule are entitled to the same lunch period.

**7.1.2 Breaks**

Work Hours Per Day	AM Break	PM Break	Lunch*
8	15 min	15 min	30 min
7	15 min	n/a	30 min
6	15 min	n/a	30 min
5	15 min	n/a	30 min
4	15 min	n/a	n/a
3	15 min	n/a	n/a
2	15 min	n/a	n/a

\*Lunch and breaks are not to be combined and cannot be taken at the beginning or end of a workday.

**7.1.3 Break Locations**

Breaks shall be taken by the unit member at the work site to which he or she is assigned and at approximately half way through his/her work period. Bargaining unit members who leave their work site during the lunch period shall sign in and out at the work site office.

**7.1.4 Part-Time Hours**

Unit members who work less than the regular week and day as set forth in 7.1.1 above shall be designated part-time and shall have hours scheduled appropriately by the District. At the start of the work year all part-time shall be assigned a regular set minimum hourly schedule. Any unit member in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.

**7.1.5 School Administrative Assistant/School Office Assistant Overload Relief**

Each school shall be allocated up to twenty-five (25) hours of Clerical and/or Secretarial relief time (25 hours straight or 16.67 hours overtime). The intent is that the above stated allocation would be provided for increased demands, in most cases, during the period of time between August 15 and October 31. The time provided may be used for overtime or additional Clerical support during the high demand periods experienced by the School Administrative Assistant/School Office

Assistant. It is not the intent to decrease, increase or alter the School Administrative Assistant/School Office Assistant staffing and work year as established by past practice at the school in place at this time.

**7.1.6 Additional Hours**

Any unit member who works beyond their normally assigned hours shall be compensated for the hours worked. The level of compensation shall be in conformance with the Fair Labor Standards Act and the Education Code.

**7.1.7 Child Nutrition Assistant/Worker Service Preparation Time**

Child Nutrition Assistant/Workers will be assigned two (2) hours of work for preparation training prior to the start of school.

**7.1.8 Bus Driver Lunch Period**

All bus drivers who are assigned to field trips extending beyond four (4) hours shall receive at least a thirty (30) minute duty-free unpaid lunch period during the field trip. Bus drivers who are assigned responsibilities during their lunch period shall be compensated at a pro-rated amount for this period.

**7.2 Flexible Work Schedule**

A “flexible work schedule” is defined as a work schedule with variable starting and ending times to accommodate a bargaining unit member’s personal or commuting needs or the District’s needs. For example, a unit member required to care for a family member for a six (6) week period could begin work at 10 a.m. and end work at 8 p.m. A flexible work schedule must comply with all other provisions of this Agreement and relevant laws. The District may require a unit member on a flexible work schedule to be present at work during certain core hours of the workday.

**7.2.1 Flexible Work Schedule Request**

Either the District or a unit member may request a flexible work schedule by submitting a written description of the proposed schedule and the reasons for the request to the unit member’s supervisor. If the District is proposing a flexible work schedule, the proposed schedule and the reasons for the proposed schedule shall be given to the affected unit member. A District-provided form shall be available at work locations.

**7.2.2 Flexible Schedule Approval**

If the unit member agrees to the flexible schedule, the flexible work schedule conforms to other provisions of this Agreement and relevant statutes, and meets the District’s needs; the Superintendent or designee may approve the proposed work schedule. Approval must be in writing. Any changes to a flexible work schedule must also be approved in writing.

**7.2.3 Flexible Schedule Duration**

If the flexible work schedule is for an indefinite duration, the unit member may request a return to a regular schedule if and when the member’s personal or



commuting needs change. If and when the flexible schedule no longer meets the District's needs, the District may return the unit member to a regular work schedule.

#### **7.2.4 Flexible Schedule Review and Comment**

Under normal circumstances, before a flexible work schedule is approved or an approved flexible work schedule is changed, the District shall provide the Association with a written copy of the proposed flexible schedule for the Association's review and comment.

### **7.3 Work Year**

#### **7.3.1 Reduction of Work Year:**

The District will meet and negotiate with the Association the decision and impact of a proposed reduction of work year pursuant to the Education Code and applicable law.

#### **7.3.2 School Administrative Assistant, School Office Assistant, School /Health Office Assistant and School Clerk:**

The regular work year for the unit members in the School Administrative Assistant, School Office Assistant, School /Health Office Assistant and School Clerk classifications shall begin 15 days before the first student attendance day and end 5 days after the last student attendance day. A unit member may be scheduled for extended workdays in addition to the regular work year.

#### **7.3.3 Days of Employment:**

A work year calendar for unit members shall be negotiated, attached as Appendix B, and incorporated into this Agreement.

### **7.4 Overtime**

#### **7.4.1 Definition**

Overtime is any time worked in excess of eight (8) hours in any one workday (24-hour period) or in excess of forty (40) hours in any work week, which shall include any time in paid status.

#### **7.4.2 Authorization**

Overtime must be specifically assigned and authorized by the Superintendent or designee who has written authorization to assign. (In accordance with the Fair Labor Standards Act and California Education Code).

#### **7.4.3 Overtime Computation**

The "time worked" shall include, for purposes of computation, holidays, sick leave, vacation, compensatory time off, and other paid leaves.

#### **7.4.4 Rate of Compensation**

Overtime pay shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay. The regular rate specifically excludes any premium rate pay. There shall be no pyramiding of overtime pay with other premium rate pay except as specifically provided in this Article.

#### **7.4.5 Compensation Schedule**

Regular part-time unit members shall receive overtime for work required in the sixth (6th) and seventh (7th) scheduled day, provided the workday is an average of four (4) hours or more. If the regular workday is an average of less than four (4) hours, the unit member will receive overtime only for the seventh (7th) day worked.

#### **7.4.6 Holiday Overtime**

Unit members who are authorized to work on holidays shall receive overtime as specified in 7.4.4 above, in addition to the regular pay received for the holiday.

#### **7.4.7 Notice of Overtime**

To the extent possible, the District shall give unit members reasonable notice prior to the overtime. Whenever a unit member is required to work overtime at the conclusion of the member's regular work day, is given less than one (1) hour notice, and has not been called out as specified in section 4.7, the District shall pay the unit member a minimum of one hour of overtime even if the time actually worked is less than one hour.

#### **7.4.8 Distribution of Overtime**

The opportunity for overtime shall be equitably distributed among the qualified unit members in a work unit in accordance with the following factors: seniority preference, availability of unit members, specific job requirements of the District, skill levels of unit members, and rotation of overtime opportunity by seniority. Nothing in section 7.4.8 shall be construed as limiting the District's right to assign overtime to unit members whose specific skills meet the needs of the District in any particular circumstance.

##### **7.4.8.1 Maintenance**

Instead of creating a separate maintenance overtime rotation list, the District and the Association agree to use the pager/cell phone rotation list described in section 4.7.3.1. Overtime will be offered to unit members on the overtime rotation list in the order of seniority. The most senior unit member shall be placed at the top of the rotation list. If the most senior unit member is not qualified to perform the overtime work or refuses the overtime assignment, the overtime shall be offered to the next most senior, qualified unit member. If all unit members on the pager/cell phone rotation list refuse the overtime, the unit member on rotation period, if qualified, must accept the overtime. If the work to be performed requires more than one person, the least senior, qualified unit member not on authorized leave must accept and work the overtime.

##### **7.4.8.2 Grounds**

Every six (6) months, each bargaining unit member assigned to a grounds classification shall be provided the opportunity to be placed on the grounds overtime rotation list for the next six (6) months. First,

overtime will be offered to the unit members assigned to the site where the overtime work will be performed. If the unit members assigned to the specific site are either not qualified to perform the overtime work or refuse the overtime, overtime will be offered to unit members on the grounds overtime rotation list in the order of seniority. The most senior unit member shall be placed at the top of the rotation list. If the most senior unit member is not qualified to perform the overtime work or refuses the overtime assignment, the overtime shall be offered to the next most senior, qualified unit member. If all unit members on the rotation list refuse the overtime, the least senior, qualified unit member not on authorized leave must accept the overtime. If an insufficient number of unit members accept the opportunity to be placed on the overtime rotation list, the least senior, qualified unit member not on an authorized leave must accept and work the overtime.

#### **7.4.9 Compensatory Time**

The guidelines provided by the Department of Labor under the Fair Labor Standards Act shall be followed regarding compensatory time and overtime. Unit members shall be compensated for the time they work beyond the workday of eight (8) hours or forty (40) hours in a week. In cases where the unit member worked overtime and made prior arrangements with the supervisor to take compensatory time, the unit member will be allowed to take the compensatory time, that shall be equivalent to overtime, providing: (1) the compensatory time is taken no later than June 15 each year; and (2) every attempt shall be made to avoid accumulating compensatory time.

#### **7.5 Shift Differential**

All regular full-time classified unit members who are required to commence work after 12:00 p.m. shall have their rate of pay adjusted upward by the differential factor of 1/15 (.067).

#### **7.6 Split-Shift Differential**

The District shall pay a differential paid monthly at the rate of \$80 per month to each bargaining unit member assigned to a split-shift schedule. For the purpose of this section, a split-shift is defined as any assignment that includes a break in paid service of more than one hour during the unit member's regular daily assignment. [This provision is only retroactive to January 1, 2008.]

#### **7.7 Transitional Kindergarten**

The hours for a Transitional Kindergarten (TK) Instructional Assistant are dependent on the actual enrollment in the TK classroom. For classrooms with less than 20 students, there will not be a TK Instructional Assistant, for classes with an enrollment from 20 – 23, there will be a .375 FTE TK Instructional Assistant. For TK classrooms of 24 or more, there will be a .75 FTE

TK Instructional Assistant. CSEA and the District shall enter into an MOU which is in effect only for that school year. The MOU will state that the CSEA employee will earn sick leave, vacation and other accruals based upon the additional hours. The MOU will further state that the additional hours will cease at the end of the school year, or at another mutually agreed upon date. The MOU will be signed by the District, CSEA and the Employee.

## ARTICLE 8 - HOLIDAYS

### 8.1 Paid Holidays

A member of the bargaining unit is entitled to the following paid holidays provided that a member is in a paid status during any portion of the workday immediately preceding or following the holiday:

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
Christmas Eve Day  
New Year's Eve Day  
New Year's Day  
Dr. Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day

### 8.2 Holidays on Weekends

When any of the holidays on which the schools would be closed fall on Sunday, the District shall close on the following Monday. When any of the holidays on which the schools would be closed fall on Saturday, the District shall close on the preceding Friday, and that Friday shall be declared a State holiday.

### 8.3 Additional Holidays

In addition, the District shall grant up to two (2) additional holidays, which will be scheduled to fit the needs of the pupil calendar. The District shall grant one additional floating holiday for all job classifications originally assigned to Chapter 78 and the floating holiday will be scheduled on a day on which the District does not require the bargaining unit member to obtain a substitute employee, except as stated in 9.5.3.1.

The above provision regarding "an additional floating holiday" for former Chapter 78 unit members in Section 8.3 applies to Para-educators, Education Associates, Staff Department Secretaries, Site Secretaries, all Clerks, Information Technicians, Account Technicians, Community Liaisons, and Campus Supervisors hired prior to March 4, 2010.

## ARTICLE 9 - VACATIONS

### **9.1 Vacation: Full-Time Unit Members**

*Vacation time for full time employees shall be earned in accordance with the following schedule:*

<b><i>Years of Employment</i></b>	<b><i>Earned Vacation</i></b>	<b><i>12 mo.</i></b>	<b><i>11 mo.</i></b>	<b><i>10 mo.</i></b>
<i>1st through 4th years</i>	<i>8 hours per month</i>	<i>96 hours</i>	<i>88 hours</i>	<i>80 hours</i>
<i>5th through 10th years</i>	<i>8 hours per month plus 24 hours</i>	<i>120 hours</i>	<i>110 hours</i>	<i>100 hours</i>
<i>11th and subsequent years</i>	<i>8 hours per month plus 64 hours</i>	<i>160 hours</i>	<i>147 hours</i>	<i>133.60 hours</i>

### **9.2 Vacation Accrual**

Vacation accrual shall commence upon hire. A full-time member working more than half of the month of hire will accrue 8 hours of vacation. Any full-time member working less than half of the month in the first month of hire will accrue 4 hours of vacation.

### **9.3 Vacation: Part-Time Unit Members**

Part-time unit members shall have their earned vacation prorated in accordance with past practice on the basis of the hours worked and days of employment as compared with full-time unit members.

### **9.4 Vacation Taken in Half Day Blocks**

Except for emergencies and with the prior written approval of the supervisor, unit members must utilize their earned vacation in not less than one half-day blocks.

### **9.5 Scheduling**

#### **9.5.1 Cooperation**

Each school year, bargaining unit members shall take ten (10) of their earned vacation days on the mandatory ten (10) vacation days designated by the District. By April 1 of each school year, the District shall notify bargaining unit members of the ten (10) mandatory vacation days that bargaining unit members shall take during the following school year. Based upon District needs, certain bargaining unit members may be exempt from the mandatory vacation day requirement. By October 31 of each school year, twelve (12) month employees may apply in writing for an unpaid leave for up to five days on non-student days and on days on which no substitute employee is required. It is solely within the Superintendent's or Superintendent's designee's discretion whether to approve such requests for unpaid leave. The appropriate District manager shall approve or deny vacations for unit members. The scheduling process shall reflect a cooperative effort between unit members and the District.

9.5.1.1 The mandatory vacation days shall be shown on pay stubs and District records as encumbered on July 1 of each year. If the mandatory

vacation days are not taken by an employee for any reason, the days will be restored.

**9.5.2 Approval**

No unit member may use earned vacation benefits without receiving prior approval from the appropriate District supervisor.

**9.5.3 Scheduling**

Unit members may request to take their earned vacation at any time, except as provided for in 9.5.3.1. Prior approval must be obtained and scheduling shall not have an adverse impact upon the educational program or the operations of the District. If necessary, the unit member and immediate supervisor will meet to discuss any concern regarding the scheduling of the vacation periods. Vacation requests will not be unreasonably denied.

**9.5.3.1 Instructional Assistants and Bus Drivers**

Instructional Assistants and Bus Drivers shall not normally be allowed to take vacation on any of the 180 days that the elementary and middle schools are in session. Instructional Assistants and Bus Drivers may make a request to the Human Resources Department to take vacation during the 180 school days; these vacation requests shall not be unreasonably denied. Accrued vacation days that are not taken during the year earned will be paid out in a lump sum in June of the year the days are earned. All Instructional Assistants shall be entitled to use the Floating Holiday during the 180 days the school is in session.

**9.6 Holiday-Vacation Overlap**

If a holiday, as defined in Article 8 of this Agreement, occurs during the unit member's paid vacation period, the holiday shall not be deducted from the individual's vacation allowance.

**9.7 Vacation Carry-Over**

Unit members will be allowed to carry over up to five days of earned vacation into a subsequent work year. Employees wishing to carry over days must, by May 15, turn in the form included as Appendix G (attached). Unit members will not be allowed to carry over any other earned vacation into a subsequent work year, except with the specific written approval of the immediate supervisor. Carry-Over shall never exceed ten days.

**9.7.1 Vacation Pay Out**

Any vacation that is not carried over per Section 9.7 above shall be paid out at the end of the school year.

**9.8 Termination: Vacation Pay Out**

A unit member who is terminated from the District shall receive pay for the number of vacation days accrued up to the last day of employment or shall have deducted from the last pay check an amount representing the number of vacation days expended but not accrued.

**9.9 Leave Substitution**

A unit member may interrupt vacation and substitute bereavement leave and/or illness/accident leave when the illness/accident requires doctor's care. Vacation leave may be interrupted only for the actual number of days of bereavement or illness during those days the unit member is under doctor's care. Verification of illness, accident or bereavement must be provided to the District prior to granting payment for such leave.



## ARTICLE 10 - LEAVES

### **10.1 Personal Illness And Injury (Sick) Leave**

#### **10.1.1 Annual Earned Sick Leave**

A unit member shall earn paid sick leave according to the provisions of Education Code Section 45191. At the beginning of each fiscal year, the sick leave "bank" of the unit worker shall be increased by the number of days of sick leave which the unit member would normally earn in the ensuing fiscal year. (July 1 through June 30). A unit member's sick leave bank shall be adjusted if a change of assignment or extended work year alters the amount of earned sick leave.

#### **10.1.2 Quarantine**

In case of official quarantine of the unit member's place of residence, the unit member will be allowed full pay during the period of enforced quarantine, even though this is greater than the unit member's accumulated sick leave.

#### **10.1.3 Accumulated Earned Sick Leave**

Unit members may accumulate earned and unused sick leave without limitation.

#### **10.1.4 Transfer Of Leave From Another District**

Consistent with California Education Code section 45202, any classified employee of any school district or county superintendent of schools who has been employed for a period of one calendar year or more, and whose employment is terminated for reasons other than action initiated by the employer for cause, and who subsequently accepts employment with the Campbell Union School District within one year of such termination of the unit member's former employment, shall have transferred with the unit member to the District the total amount of earned sick leave to which the unit member is entitled under Education Code Section 45191. This transfer shall be in the same manner as is provided for certificated employees.

#### **10.1.5 Extended Sick Leave With Difference Pay**

Consistent with Education Code section 45196, when a unit member has exhausted all available paid sick leave, described in this Agreement and continues to be absent on account of illness or accident for an additional period of five school months whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due the unit member shall not exceed the sum that is actually paid a regular substitute employed to fill the absent unit member's position. If another unit member is assigned to work out of class to replace the absent unit member, the amount deducted from the salary of the absent unit member shall be the amount actually paid the substitute employed to replace the unit member working out of classification. If no substitute is employed to perform the unit member's duties the unit member shall be paid full pay. The paid sick leave described in this Agreement and the five-month period described in this Section shall run concurrently. Unless a unit member submits a written request to the District prior to being placed on Extended Sick Leave with Difference Pay, a unit

member must exhaust vacation pay prior to going on Extended Sick Leave with Difference Pay. Unit members on industrial illness or accident leave must exhaust all vacation, compensatory time and other paid leaves before being on Extended Sick Leave with Difference Pay.

#### **10.1.6 Reemployment List**

After exhausting all paid leaves, a permanent unit member may request unpaid leave as permitted by Section 10.12. When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of the unit member's position, the unit member shall be placed on the reemployment list for the classification from which the worker was on leave. A unit member may remain on the reemployment list for no more than thirty-nine (39) months. At the end of the 39 month period, if the unit member is unable to perform the duties of the classification, the unit member shall be dismissed. A unit member may elect to resign. A unit member placed on the reemployment list that has been medically released for return to duty and who fails to accept a District offered assignment to a vacant position shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit member's former classification with all the benefits of that classification.

#### **10.1.7 Verification Of Leave**

The District may require a medical doctor's certification or proof of illness before allowing payment for days of absence due to illness, accident or quarantine.

#### **10.1.8 Use of Sick Leave**

Bargaining unit members may use earned and accumulated sick leave in one (1) hour increments.

#### **10.1.9 Return To Work Leave**

A medical doctor's verification and clearance to return to work may be required for any absence of five (5) days or more for illness, accident or quarantine. If requested by the District, a unit member shall not return to work until the unit member submits a medical doctor's authorization to return to work.

#### **10.1.10 Reasonable Accommodation**

The District shall consider a request for reasonable accommodation from any unit member who is impaired in a manner that qualifies the unit member for protection under the Americans with Disabilities Act.

### **10.2 Personal Necessity Leave**

#### **10.2.1 Definitions**

For purposes of this provision, personal necessity shall be limited to: (1) death or serious illness of a member of the unit member's immediate family; (2) an accident involving the unit member's person or property, or the person or property of a unit member's immediate family; (3) an appearance in court as a litigant; (4) other unforeseen emergencies which require the unit member to be absent during the

work hours; or (5) paternity leave of no more than two (2) days; provided that under no circumstances shall such leave be used for: (a) the extension of a holiday or a vacation period; (b) matters which can be taken care of outside the work hours; (c) recreational activities; (d) matters of mere personal convenience. Immediate family is defined in Section 10.4.2 below.

**10.2.2 Days Per Year**

Leave which is credited under Section 10.1 for this Agreement may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year. Unit members who must take time off from work for needed, verified dental and medical care may use personal necessity leave in one-half (1/2) day increments.

**10.2.3 Requesting A Substitute**

Before using personal necessity leave under the circumstances described in Section 10.2.1, the unit member shall make every effort to comply with District substitute procedures.

**10.2.4 Verification Of Leave**

Under all circumstances, a unit member shall sign the District provided Personal Necessity Form verifying that the personal necessity leave was used only for purposes stipulated in this Article. A District-provided form shall be available at work locations.

**10.2.5 Leave To Care For A Child, Parent, Or Spouse**

In any school year unit members may use up to a maximum of six (6) days of their total seven (7) personal necessity days, that are credited under Section 10.2, to attend to an illness of the unit member's immediate family member as defined by Section 10.4.2 of this Agreement. This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

**10.3 Leave For Matters Of Compelling Personal Importance**

**10.3.1 Definition And Use Of Leave**

In addition to the personal necessity leave described in Section 10.2, a unit member may use one day of the unit member's accumulated sick leave for matters of compelling personal importance. For the purpose of this section, "Matter of Compelling Personal Importance" shall be defined as urgent personal business that a reasonable unit member would not disregard and that cannot be handled outside of the workday and work year. Leave for Matters of Compelling Personal Importance shall not be used for recreational activities, participation in union or

concerted activities, extension of a holiday or a vacation period, or avoiding participation in specific work assignments.

**10.3.2 Notification**

A unit member shall submit a District Leave form to their supervisor, when possible, at least five (5) working days, but in any event no less than one (1) day prior to taking any leave for Matters of Compelling Personal Importance.

**10.4 Bereavement Leave**

**10.4.1 Entitlements**

A unit member shall be entitled to a maximum of three (3) days, (five (5) days if travel of 300 miles or more is required), of leave of absence without loss of salary or sick leave on account of the death of any member of his/her immediate family. This leave shall be used only for grieving and attending funeral or memorial services following a specific death. At its discretion, the District may request a copy of the death certificate or memorial / funeral program.

**10.4.2 Definition Of Immediate Family**

For purposes of this provision, an immediate family member shall be limited to: mother; mother-in-law; father; father-in-law; husband; wife; son; son-in-law; daughter; daughter-in-law; brother; brother-in-law; sister; sister-in-law; grandmother; grandfather; or grandchildren of the unit member or spouse or any relative living in the unit member's immediate household.

**10.5 Leave for Pregnancy Disability**

**10.5.1 Definition**

Unit members are entitled to use sick leave as set forth in Section 10.1 of this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, and shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

**10.5.2 Doctor's Verification**

The District may at its discretion require a medical doctor's written verification to insure that such leave was used for disability and not for child care purposes.

**10.6 Industrial Accident Leave**

**10.6.1 Definition**

Leaves resulting from an industrial accident or industrial illness, including contagious diseases, shall be granted in accordance with the provisions of the Education Code and this section.

**10.6.2 Number of Leave Days**

Up to sixty (60) days of industrial leave per fiscal year for the same accident or illness shall be paid as an industrial leave at full pay.

**10.6.3 Eligibility**

Every unit member shall be granted industrial leave when the unit member is unable to perform services because of any injury or illness as defined in the Workers' Compensation Act. Such leave shall be granted in accordance with the provisions of Education Code Section 45192 and this section.

**10.6.4 Reporting Within Twenty-Four (24) Hours**

Whenever possible, unit members should report any job-connected accident or illness in writing on the prescribed form within twenty-four (24) hours after the occurrence.

**10.6.5 Pre-Existing Conditions**

Pre-existing health conditions at the time of employment are not covered by industrial accident and illness leave.

**10.6.6 Leave Commencement:**

Paid industrial accident or illness leave shall be granted from the first day of absence to and including the last day of absence resulting from each separate industrial illness or injury.

**10.6.7 Rate of Pay**

The unit member shall not receive more than his/her regular per diem rate of pay. Loss of time indemnity checks under compensation insurance must be endorsed back to the District during full pay leave. Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day.

**10.6.8 Leave Reduction**

The sixty (60) days of paid indemnity accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability indemnity award made under Worker's Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which the unit member may be entitled.

**10.6.9 Fiscal Year Overlap**

When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

**10.6.10 Worker's Compensation Claim**

An industrial injury or illness shall first qualify as a workers' compensation claim under standards applied by the Workers' Compensation Appeals Board. Rejection by the Workers' Compensation Appeals Board of the unit member's claim shall result in disqualification of the industrial injury or illness for leave under this provision. The District may require a unit member to submit a physical examination by a physician selected by the District in order to verify that the industrial injury or

illness does exist and did occur while the unit member was performing work for the District, and in order to approve the unit member's return to work.

#### **10.6.11 Benefits**

Upon termination of the indemnity accident or illness leave, the unit member shall be entitled to benefits under sick leave and vacation policies to the extent they are available for such unit member. If a unit member is receiving temporary disability benefits under workers' compensation when the unit member exhausts benefits under this section, the unit member shall be entitled to use only so much of his/her accumulated and available normal sick leave, which, when added to the regular rate of pay, does not result in a payment of more than his/her full salary.

#### **10.6.12 Exhaustion Of Industrial Accident And Illness Leave**

If the unit member is unable to return to duty after exhausting all industrial accident and illness leave, earned or accumulated sick leave, and vacation leave, the unit member may request unpaid leave as described in this section 10.11. When all paid and unpaid leaves of absence have been exhausted and the unit member is still unable to assume the duties of the unit member's position, the unit member shall be placed on the reemployment list for the class from which the unit member was on leave, for a period not to exceed thirty-nine (39) months.

#### **10.6.13 Return to Service**

When returning to service from any paid or unpaid leave resulting from an industrial accident or illness, a unit member shall be assigned to a position in the unit member's former class. If the unit member's former class no longer exists, the unit member may be reassigned to a vacant position as long as the unit member meets the minimum qualifications for that classification or may be placed on the reemployment list described in Section 10.1.6. The District shall consider a request for reasonable accommodations as defined in Article 10.1.10.

### **10.7 Judicial Leave**

Unit members shall be provided leave for regularly called jury duty or to appear as witness in court, other than as a litigant, for reasons not brought about through connivance or misconduct of the unit member. The unit member shall notify the District immediately upon receipt of notice to appear as a witness.

#### **10.7.1 Rate of Pay**

The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any received for jury service, excluding expenses.

### **10.8 Legislative Leave**

If a permanent unit member is elected to the Legislature, he/she shall be granted a leave of absence from his/her duties as a District employee. During the term of the leave of absence,

the unit member may be employed by the District to perform less than full-time service, for compensation and upon terms and conditions as may be mutually agreed. The unit member's absence shall not effect in any way their classification. Within six (6) months after the unit member's term of the office expires, he /she shall be entitled to return to the position he/she held at the time of his/her election, at the salary to which he/she would have been would have been entitled had he/she not absented himself/herself from the service of the District under this Section. A person employed to take the place of any such unit member shall not have any right to the position following the unit member's return to the position.

#### **10.9 Military Leave**

Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code, Family Medical Leave Act (FMLA), and California Family Rights Act (CFRA). Any military training or leave initiated by the unit member must be scheduled at the District's convenience.

#### **10.10 Family and Medical Leave Act**

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of this Agreement and District policies will be applied in conformance with the FMLA and the CFRA.

#### **10.11 Other Leaves Without Pay**

##### **10.11.1 Definition**

With the approval of the Board, leaves of absence without pay or any benefits of employment for up to six (6) months may be granted to a bargaining unit member for purposes of child bearing preparation, child care and rearing, and other reasons acceptable to the District. Leaves requested under this section shall be for no less than three (3) months. The Board's decision and discretion regarding special leaves shall not be subject to the grievance process established in Article 15 of this Agreement.

##### **10.11.2 Probationary Unit Members**

Probationary unit members shall not be eligible for leaves of absence under Article 10.11 for "other leaves without pay" until such time as they have attained permanency.

##### **10.11.3 Leave Requests**

Requests for leaves of absences under Section 10.11 shall be filed with the Superintendent or designee thirty (30) days prior to the desired effective date of the leave.

##### **10.11.4 Leave Extension**

If a unit member desires to extend any leave under Section 10.11, he or she must make a written request to the Superintendent or designee at least one (1) month

prior to the scheduled expiration of the leave. An extension for up to six (6) months may be granted.

## **10.12 Catastrophic Leave Bank**

The parties agree to establish a catastrophic leave bank as defined in this section. The purpose of the catastrophic leave bank is to provide eligible employees with continued income for an absence due to non-industrial accident or non-industrial illness.

### **10.12.1 Definition**

1. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the receiving employee for an extended period of time and which occurs after the receiving employee has exhausted all of his or her paid leaves, including regular sick leave, vacation, compensatory time off, and differential pay (Article 10.1.5).
2. One (1) sick day: donations are made in one (1) day increments. "One day" shall be equal to each unit members Full Time Equivalent (FTE). The Leave Bank balance shall be maintained in hours (for example: a donation from a 0.5 FTE employee is 4 hours, a donation from a 0.75 FTE employee is 6 hours).
3. A bank member is a unit member who has contributed days and remained an active participant in the bank.

### **10.12.2 Eligibility and Contribution**

- 10.12.2.1 Participation in the Catastrophic Leave Bank is voluntary. Only those who contribute may receive donations from the Bank.
- 10.12.2.2 Unit members with more than eight (8) days of accumulated sick leave and at least one year of employment in the District may participate in the Catastrophic Leave Bank.
- 10.12.2.3 Unit members who wish to participate will contribute at least one (1) sick day upon enrollment and one (1) sick day annually thereafter. Contributions are irrevocable and shall not be returned to unit members.
- 10.12.2.4 The leave bank shall have a cap of 4,000 hours. The Committee shall determine to reinstate annual contributions or solicit donations in the event that the bank balance falls below 1,000 hours.
- 10.12.2.5 Unit members who elect to join the Catastrophic Leave Bank may join the bank only during the open enrollment period. Open Enrollment shall be from September 1 through October 1, annually. Bank members will contribute one (1) sick day annually by October 1 of each year. During Open Enrollment, unit members who have not previously participated in the Bank shall have the opportunity to do so.
- 10.12.2.5 Catastrophic Leave Bank shall be utilized after exhaustion of all paid leaves, including regular sick leave, vacation, compensatory time off, and differential pay (Article 10.1.5). Unit members returning from a



Board approved extended leave of absence shall have thirty (30) calendar days from the day of return to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

### **10.12.3 Catastrophic Leave Bank Administrative Committee**

A Committee shall be established that included two (2) unit member representatives appointed by CSEA and one (1) District representative appointed by the Assistant Superintendent of Human Resources.

10.12.3.1 The Committee shall be responsible for administering the Catastrophic Leave Bank. The Committee's duties are:

1. Receiving leave requests;
2. Verifying the validity of requests;
3. Approving or denying requests;
4. Communicating the Committee's decisions in writing to affected unit members, the Human Resources Department, and Payroll and;
5. Soliciting donations of sick leave from eligible unit members as needed.

10.12.2.2 The Committee shall designate one of its members as Chairperson.

10.12.3.3 The District shall cooperate with the Committee in establishing appropriate record-keeping procedures, including the total number of accumulated hours in the Bank and the names of participating members.

10.12.3.4 The Committee shall keep all records confidential and shall not disclose the nature of any illness except as necessary to process the request for leave and appeals of denials.

10.12.3.5 Catastrophic Leave requests shall only be approved by a majority vote of the Committee.

10.12.3.6 The Committee will provide Human Resources and Payroll 1) the current bank balance, 2) a list of new enrollees in the Bank and all other contributors for the for the current year, 3) a list of exiting members and reason for exit and, 4) a copy of the annual letter sent to unit members regarding open enrollment and annual contributions to the leave bank for the current year. This data shall be provided not later than November 30 each school year.

### **10.12.4 Procedure for Catastrophic Leave**

10.12.4.1 Participants applying for a donation from the Leave Bank shall be required to submit to the Committee a medical doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the eligible bargaining unit member is

- incapacitated, a member of the eligible bargaining unit member's family or designee may submit requests for donation of catastrophic leave.
- 10.12.4.2 When the Committee determines that the unit member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. No days may be granted retroactively.
- 10.12.4.3 The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. Total use of catastrophic leave shall not exceed a cumulative maximum of sixty (60) days per unit member. Catastrophic leave shall be taken in full day increments. If donated days of sick leave are available from the Leave Bank, they may be used by the unit member.
- 10.12.4.4 If sufficient days are not available, the Committee may solicit donation of days from eligible unit members in accordance with the Agreement on the appropriate form approved by CSEA and the District. If there are insufficient days to fund a withdrawal request, the Committee is in no obligation to provide days and the District is in no obligation to pay the unit member.
- 10.12.4.5 If a bargaining unit member uses a day from the Leave Bank, pay for that day shall be the same pay as the bargaining unit member would have received had the bargaining unit member worked that day.
- 10.12.4.6 Any days approved by the Committee that are unused by the bargaining unit member shall be returned to the Leave Bank. Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.
- 10.12.4.7 If the Committee denies a request for withdrawal from the Bank, the Committee shall notify the unit member in writing, of the reason for the denial.
- 10.12.5** Decision of the Catastrophic Leave Bank Committee shall not be subject to the grievance procedure.

## ARTICLE 11 - EARLY RETIREMENT

### **11.1 Agreement**

The District shall enter into an agreement with classified personnel who wish to enter early retirement.

### **11.2 Early Retirement Conditions**

The following conditions are prescribed:

#### **11.2.1 Voluntary Retirement**

Retirement shall be purely voluntary on the part of the classified unit member. The unit member's age and years of service in Campbell Union School District when added must total at least sixty-five (65).

#### **11.2.2 Availability of Early Retirement**

No more than five percent (5%) of the classified employees in the CSEA unit may enter this early retirement plan. Should more than five percent (5%) apply for entrance into the early retirement plan in any fiscal year, entrance will be determined on the basis of seniority. At the District's discretion, more than 5% classified employees may be allowed to enter into early retirement plan.

#### **11.2.3 District Contribution**

For full time unit members, the District will contribute up to a maximum of four thousand thirty-two dollars (\$4,032) per school year toward the cost of premiums for the unit member, spouse, domestic partner and dependents to continue the medical health plan benefit program he/she was enrolled in prior to early retirement. This annual contribution shall be prorated for unit members employed less than full time and for less than the school year. Such coverage will continue for seven (7) years, or until unit member becomes sixty-five (65), or is eligible for health benefits under Federal or State programs (i.e., Medicare, Medi-Cal), whichever comes first.

The parties agree to the following:

- For employees who retire on or after July 1, 2020, if the employee chooses to purchase CalPERS medical insurance after the period in Section 11.2.3 ("seven years, or until unit member becomes sixty-five") the employee will pay the full cost of the benefits. There will be no employer contribution.
- CalPERS has specific language requirements for this item. CSEA and the District will work together to create either contract language or an MOU that meets the CalPERS requirements to implement this change.

#### **11.2.4 Additional Coverage**

The unit member may purchase coverage in other District health and welfare programs (i.e., dental, vision, prescription) at District's rate and dependent on the conditions established by the carrier. If there are changes in health and welfare

benefits carriers, participants in the early retirement plan will also be changed to the new carrier, provided the new carrier will accept the risk.

**11.2.5 Duplicate Coverage**

In the event that a State or National Health Plan is adopted, the early retirement program will be re-examined to avoid duplicate coverage.

**11.2.6 Program Revision or Suspension**

Revision or suspension of the early retirement program will not modify the status of personnel currently participating or entering the program prior to the effective date of such revision or suspension.

**11.2.7 Application**

Application for participation in this early retirement program must be made through the Human Resources Office ninety (90) calendar days prior to the effective date of retirement.

**11.2.8 Retired Members as Substitutes**

Effective July 1, 2014, a retired member who elects to substitute is to be paid on a step within the range in which they are providing substitute service.

## ARTICLE 12 - TRANSFERS

### 12.1 Definition

A transfer is a change in work location within the same classification, or a change in work location as a result of a promotion within the bargaining unit. Except in unusual circumstances, probationary unit members will not be eligible for voluntary transfers.

### 12.2 Involuntary Transfers

Involuntary transfers of unit members on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interest of the District as defined by the Superintendent.

Involuntary transfers shall not be made for arbitrary or capricious reasons but shall be made only for just cause. An involuntary transfer may be made by the District after a discussion regarding the reasons for the transfer with the unit member if the transfer occurs during the unit member's work year. During non-work periods, an involuntary transfer may be made and the unit member shall be notified by certified mail with the discussion to occur within five (5) workdays prior to his/her return to work.

#### **12.2.1 Grievance Procedure**

The provisions of Article 15 "Grievance Procedure," shall not pertain to a review of the reasons for voluntary or involuntary transfers.

### 12.3 Posting and Filling of Vacancies

#### **12.3.1 Posting of Vacancies**

All unit positions declared vacant shall be posted by the District at each major work location within the District for five (5) workdays. The posting shall consist of the general job description and the posting and closing dates. Copies of posted vacancies shall be sent by the District to the Association Chapter President and copies for distribution sent to all District work locations. No posted vacancies shall be filled until the posting is closed.

#### **12.3.2 Filling of Vacancies**

After the screening and interviewing process, the District will make the decision on the basis of merit and best qualifications; however, if two or more applicants are judged by the District to be equal, first preference will be given to those unit members who have recent satisfactory evaluation(s) on file and are within the same classification as the vacancy. If two or more applicants are judged equal by the District, preference shall be given to applicants from within the unit over any non-unit member applicants. The District will include unit members on panels and selection committees.

#### **12.3.3 Notification of Decisions**

After the District's selection, all applicants shall be notified in writing if they are not selected for the position.

#### **12.4    Reclassification**

The parties agree to review each bargaining unit classification and job description at the request of either party. Reclassification may be conducted for one classification or a group of classifications. No classification shall be reviewed more frequently than three (3) years unless both parties agree there is a compelling need to examine a particular classification. If the review finds a significant change in duties or qualifications, the classification shall be submitted to the District and CSEA Chapter 868 for consideration of and negotiation about a range adjustment.

## ARTICLE 13 - SAFETY

### 13.1 Responsibility for Safety

It is the District's responsibility to maintain safe working conditions and the bargaining unit member's responsibility to follow safe working procedures and practices. An integral part of following safe procedures and practices is the timely reporting of all perceived unsafe conditions by the management and unit members.

### 13.2 Health and Safety Committee

A Labor/Management Committee consisting of two members appointed by the Association and two members appointed by the District shall review health and safety aspects of working conditions on a continuing basis. The Committee will make recommendations to the District for correction of unsatisfactory health and safety conditions. In addition, the Committee will review the issue of maintenance of tools and equipment, and the issue of the conduct of unit members' supervisors.

## ARTICLE 14 - PROCEDURES FOR EVALUATION

### 14.1 Definition: Probationary Unit Members

#### **14.1.1. Entry Probationary Period**

The probationary period is a continuation of the testing and selection process. A unit member employed by the district shall be a "probationary" employee until the unit member has satisfactorily completed six months of probationary service or 130 days of paid service, whichever is longer. Any unit member who resigns from the District during the entry probationary period shall begin a new period of probation upon reemployment. Probationary employees shall not be precluded from applying for promotion opportunities within the District.

#### **14.1.2 Promotional Probationary Period**

A permanent unit member promoted to a higher classification shall serve a (3) month probationary period in the higher classification. At its option and discretion, the District may extend the promotional probationary period for an additional three (3) month period. No promotional probationary period shall be extended beyond six (6) months of service. If a unit member fails to satisfactorily complete the promotional probationary period, the unit member shall be reassigned to the position occupied by the least senior unit member in the classification held by the promoted unit member at the time of promotion.

### 14.2 Definition: Permanent Unit Member

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

### 14.3 Frequency of Evaluation

**14.3.1** A permanent bargaining unit member shall be evaluated at least once a year, except as stated below. The evaluation shall be completed by May 31.

**14.3.2** Upon mutual agreement of the employee and the evaluating supervisor, permanent unit members who have been employed at least 5 years with the District, and whose two (2) previous evaluations have had an overall rating of "satisfactory" or above, may be formally evaluated once every two (2) years.

**14.3.3** An entry probationary bargaining unit member shall be evaluated at least twice during the probationary period. The first evaluation of an entry probationary bargaining unit member shall be at least once before or during the first half of the probationary period. The second evaluation of an entry probationary bargaining unit member shall be before or during the last month of probation.

**14.3.4** A promotional probationary unit member shall be formally evaluated once prior to the third month of the probationary period.

### 14.4 Evaluation Forms

Probationary unit members and permanent unit members shall be evaluated on the Classified Employee Progress Report form attached to this Agreement as Appendix E. In addition, the



evaluator and the unit member shall establish goals for the unit member and/or help the unit member identify areas for growth and professional development. The evaluator shall identify support available to help the unit member meet the goals.

**14.5 Conference and Review**

Part of the evaluation process shall be a conference between the evaluator and bargaining unit member for the purpose of clarification and review of the evaluation.

**14.6 Personnel File**

The evaluation form shall be signed by the evaluator and the bargaining unit member and shall be filed in the unit member's personnel file with a signed copy to be retained by the bargaining unit member. The bargaining unit member's signature does not mean agreement but only signifies that the bargaining unit member has read the evaluation and has been advised of the opportunity to attach a written response which shall be placed with the evaluation in the District office personnel file.

**14.7 Response From Unit Member**

If the bargaining unit member expresses intent to respond to an unsatisfactory or derogatory comment at the time of the receipt of the evaluation, the evaluation shall not be placed in the personnel file until he/she has had the opportunity to respond in writing to the evaluation, or twenty (20) calendar days have passed, whichever comes first.

**14.8 Subject to Grievance**

The evaluation procedure, but not the substance of evaluation pertaining to bargaining unit members, shall be subject to the grievance process of Article 15.

## ARTICLE 15 - GRIEVANCE PROCEDURE

### 15.1 Time Limits

The number of days indicated in this Article at each level should be considered as a maximum; and every effort should be made to expedite the process. The time limits specified may be extended by mutual consent.

#### **15.1.1 Failure to Meet Time Limits**

Failure by the grievant to meet any time limit as specified in this Article for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for that particular grievance. Upon the District's failure to meet any time limit as specified in this Article for each level of the grievance procedure, the grievant may appeal to the next level.

### 15.2 Filing

All procedural documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be treated as confidential material.

### 15.3 Representation

The aggrieved party shall be present at all meetings and hearings and may, upon his/her request, be represented by the Association representative at all meetings and hearings of the grievance procedure.

### 15.4 Definitions

#### **15.4.1 Grievance**

A grievance is an allegation by a member or members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision(s) of this Agreement, which adversely affects the member or members.

#### **15.4.2 Grievant**

A grievant is any member(s) of the bargaining unit, or the Association asserting a grievance.

#### **15.4.3 Day**

A day, for the purposes of this Article is any day in which the central administrative office of the District is open for business.

#### **15.4.4 Immediate Supervisor**

An immediate supervisor is the manager or supervisor designated by management and having first line jurisdiction over the unit member who is filing the grievance.

### 15.5 Procedure

Grievances will be processed in accordance with the following steps:

#### **15.5.1 Step 1**

The unit member shall present the grievance, in writing to the immediate supervisor within fifteen (15) working days after the grievant knows or should have reasonably

known of the circumstances giving rise to the grievance. The written information shall include:

A description of the specific grounds of the grievance, including names, dates and places necessary for complete understanding of the grievance.

A listing of the provisions of this Agreement which are alleged to have been violated, misapplied or misinterpreted.

A listing of the specific action requested of the District which will remedy the grievance.

The immediate supervisor or designee shall meet with the grievant within five (5) working days. The disposition of the grievance shall be indicated in writing within five (5) working days of the meeting with copies to the grievant and his/her representative, if any.

#### **15.5.2 Step 2**

If the grievant is not satisfied with the disposition at Step 1, the grievant shall send a written copy of the grievance to the Superintendent or designee within five (5) working days of the date of written decision in Step 1, with a copy also sent to the immediate supervisor or designee. The Superintendent or designee shall meet with the grievant within five (5) working days of receipt of the written decision. The disposition of the grievance shall be indicated in writing within five (5) working days of the meeting with copies to the grievant and his/her representative, if any.

#### **15.5.3 Step 3 – Arbitration**

If the grievant is not satisfied with the decision at Step 2, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty-five (25) days of the grievance's receipt of the decision at Step 2, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

##### **15.5.3.1 Fees and Expenses**

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

##### **15.5.3.2 Arbitrator's Role**

The arbitrator shall, as soon as possible, hear evidence, conduct the hearing pursuant to rules of American Arbitration Association, and render a decision on the issue or issues submitted to him. If the parties cannot

agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

15.5.3.3 Arbitrator's Authority

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the District's written policies, rules, regulations and procedures. The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions which the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

15.5.3.4 Witness Confidentiality

Witnesses will be assured their testimony will be kept confidential unless they choose to make it public.

15.5.3.5 Award

Within thirty (30) days following the closing of the hearing or the submission of briefs, the arbitrator shall render an award in writing that is binding on both parties.

15.5.3.6 Arbitrability

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her including the arbitrability of the grievance. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues.

15.5.3.7 Alternate Remedies Waived

Except as provided by Title VII of the Civil Rights Act of 1964, by filing a grievance and processing it beyond Step 3, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Step 3 shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

## **15.6 General Provisions**

### **15.6.1 Advancement to Step 3 Arbitration**

If the Association and the Superintendent, or the Superintendent's designee, agree in writing, a grievance may be advanced directly to Step 3 arbitration.

### **15.6.2 Withdrawal**

A grievance may be withdrawn at any level without prejudice or without establishing precedent.

### **15.6.3 Information Exchange**

The parties agree to make available to each other information not privileged under law in their possession or control, which is relevant to the issues of the grievance, and are required by the "good faith" obligation to provide information.

### **15.6.4 Reprisals**

The District agrees not to take reprisals affecting the employment status of any member of the unit, any Association representative, or any other participant in the grievance procedure by reason of such participation.

### **15.6.5 Grievance Files**

All record(s) pertaining to a grievance shall be kept in a grievance file separate from the grievance official District office personnel file.

### **15.6.6 Release Time**

Except for emergencies, when it is necessary for a designated grievance representative who is a unit member to attend a grievance meeting with management, upon 24-hour notice to the Superintendent or designee, the grievance representative will be released without loss of pay in order to permit participation in such meeting.

### **15.6.7 Consolidated Grievances**

If more than one member of the bargaining unit has the same grievance in issue and fact, then the grievances, upon the request of the Association, shall be consolidated for purposes of hearing and decision; provided, that the rights of the parties are not prejudiced by the consolidation.

### **15.6.8 Document Preparation**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared by the Superintendent or his/her designee after consulting with the Association.

## ARTICLE 16 - LAYOFF AND REEMPLOYMENT

### 16.1 Negotiating the Decision to Reduce Hours of Employment in Order to Avoid Termination of Employment by Layoff

The parties acknowledge that layoff for lack of funds or layoff for lack of work includes any reduction in hours of employment or assignment to a class or grade lower than that in which a unit member has permanence, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff. Before the District implements a reduction in hours layoff, the District shall give CSEA Chapter 868 notice and opportunity to negotiate the decision to reduce hours and any impact that decision may have upon mandatory subjects of meeting and negotiating. Whenever possible, the parties agree to follow the terms of Sections 16.2-16.5 of this Article.

### 16.2 Negotiating the Impact of Layoffs

After notifying the affected unit members and CSEA Chapter 868 of any pending layoff, the District will meet with the Association to verify seniority lists and share information about any special concerns. The District and CSEA Chapter agree that the parties have negotiated regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiating for unit members covered under this Agreement. The parties' agreement is contained in this Article 16.

### 16.3 Seniority List

The District shall maintain a Seniority List that is the Classified Order of Employment indicating each bargaining unit member's length of service in the District. Upon request, the Association shall be given a copy of the Seniority List and copies shall be posted at each school and District Office Department.

### 16.4 Reasons for Layoff

A layoff may occur only for lack of work or lack of funds and shall be accomplished according to Education Code requirements. If the reduction or elimination of classified services is because of lack of work or funds, the District shall notify the affected employees forty five (45) days in advance of the effective date of the layoff or reduction in services. If the reduction or elimination of classified services is because a specially funded program will expire on June 30, the District shall notify affected employees by the preceding April 29.

### 16.5 Order of Layoff

Classified unit members shall be subject to layoff for lack of work or lack of funds. Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by "length of service." The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

## **16.6 Length of Service**

For service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Education Code Section 45128.

Effective September 1, 1994, length of service for all bargaining unit members shall be defined as "hire date." The District shall maintain the records for any length of service accrued under Section 16.6.

## **16.7 Displacement/Bumping Rights**

### **16.7.1 Bumping**

A unit member shall be entitled to bump or displace other employees according to the provisions of Education Code Sections 45308 and 45117.

### **16.7.2 Election of Layoff**

A unit member who elects a layoff instead of bumping another unit member maintains his/her reemployment rights under this Agreement.

### **16.7.3 Voluntary Demotion**

A unit member electing a voluntary demotion in lieu of layoff shall receive the rate of pay at the step of the new classification that is closest to, but not exceeding, the former rate of pay.

## **16.8 Reemployment Rights**

### **16.8.1 Eligibility: Reemployment and Promotional Exams**

Persons laid off because of lack of work or lack of funds are eligible for reemployment in accordance with Education Code requirements, and in addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

### **16.8.2 Voluntary Demotions and Reductions**

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff from their present positions, rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.

### **16.8.3 Order of Reemployment**

The District shall reemploy laid off unit members as required by Education Code Section 45298.

### **16.8.4 Level of Reemployment**

Unit members shall be offered reemployment in the highest rated job classification available in accordance with their class seniority. Unit members who accept a position lower than their highest former class shall retain their reemployment rights in accordance with Education Code Section 45298.

**16.8.5 District's Duty to Notify CSEA**

The District shall notify CSEA Chapter 868 in writing of all reemployment offers, including dates the offers were made and the unit member's acceptance or rejection.

**16.8.6 Notification of Acceptance or Refusal**

Upon receipt of a job offer, a unit member shall notify the District of his/her intent to accept or refuse reemployment by the end of the next workday.

**16.9 Benefits**

Upon the unit member's request, the District will allow the laid off unit member to pay the full share of health, dental, and life insurance contributions through the month following the month in which the layoff becomes effective.

**16.10 Substitute Work**

Unit members on the layoff list may sign up for day to day substitute work with the Personnel Office indicating sites at which they are willing to work.

**16.11 Retirement**

A unit member may elect retirement in lieu of layoff. Retirement and reemployment from such retirement shall be accomplished according to the Education Code.

**16.12 Volunteers**

In the event of a layoff of unit members the District will not abolish classified positions and, subsequently, utilize volunteer aides except as authorized by law. Nor will the District refuse to employ a person in a vacant classified position and use volunteer aides in lieu of that person. Volunteers may perform services that volunteers performed prior to the layoff of unit members as long as the use of volunteers does not increase significantly as a result of the layoff. The District may use volunteer aides to enhance its educational program however, the District will not displace classified employees to allow the use of volunteers in lieu of normal requirements. (Education Code Section 35021)

**16.13 Contracting Out**

The District shall abide by the requirements of law and the Education Code in contracting out work. In the event of a classified layoff, the District will not contract out work that is normally and customarily performed by unit members during the term of the existing Agreement, except for emergencies, unit members inability to perform, and as permitted by law.

**16.14 Unit Work Transfer**

There shall be no transfer of unit work that was previously performed by unit members in receipt of layoff notices to other classifications. Unit members will perform duties within their classification.

**16.15 Increased Work Loads and Evaluations**

There shall not be an assigned, increased work load (e.g., work extending beyond an eight (8) hour workday) for the remaining employees in classifications of those unit members who were



laid off. A supervisor will evaluate a unit member under standards adjusted and determined, taking into consideration the shift of work and reprioritization of work load. Adjustments and additional work shall be taken into consideration.

## ARTICLE 17 - PROGRESSIVE DISCIPLINE

### 17.1 Probationary Unit Members

The probationary period is a continuation of the testing process. During the probationary period, a unit member may be terminated for failure to satisfactorily complete the probationary testing period. Release from employment during the probationary period shall not be considered discipline. Prior to the last day the probationary period and/or extensions of the probationary period, the District shall notify the probationary unit member of the unit member's failure to satisfactorily complete probation. Unless the probationary unit member has been accused of egregious misconduct, the probationary unit member shall have no right to a hearing and no appeal rights.

### 17.2 Permanent Unit Members

After satisfactorily completing the probationary period, a unit member shall become permanent. A permanent unit member shall be suspended without pay or terminated only for cause.

### 17.3 Discipline Procedures

The District may discipline a permanent unit member for cause. The District shall follow the procedures described in Board Policy No. 4218. Board Policy No. 4218 shall be maintained through the duration of this agreement. Before the Board undertakes any modification of this policy, the District will provide the Association with notice and opportunity to negotiate any proposed change within the scope of bargaining defined by the Educational Employment Relations Act, Government Code Section 3540 et seq.

## ARTICLE 18 - MENTOR PROGRAM

### 18.1 Purpose

The District and CSEA Chapter 868 agree to continue the existing classified mentor program. The purpose of the classified mentor program shall be to utilize the existing skills and talents of classified unit members, to provide unit members the opportunity to share their expertise, and to motivate, encourage, and recognize unit member's excellence by acknowledging their contributions to the District.

### 18.2 Funding

The District shall contribute up to \$10,000 per year to fund the program. Up to a maximum amount of \$2,000 per year of unused funds may be carried over into the next year.

### 18.3 Committee Membership

The classified mentor committee shall be composed of a maximum of five unit members appointed by CSEA Chapter 868. Each year, the previous committee shall appoint a committee for the next year. Committee members may not be mentors or apply for mentor slots while serving on the committee. The Human Resources Office shall appoint one or two members of the committee. The Director of Human Resources shall facilitate these meetings. Whenever a vote is required, CSEA Chapter 868 shall have one vote.

### 18.4 Committee Duties

The classified mentor committee shall review the mentor applications, select classified mentors, establish each stipend, review the progress of the mentor projects, and report each year to the District Governing board.

### 18.5 Mentor Responsibilities

The District and the Association acknowledge that unit member's mentor responsibilities shall be above and beyond the unit member's job description. For example, under all current job descriptions, unit members may be required to train or cross train other unit members. Such training or cross training does not constitute a mentor project.

The primary function of a classified mentor is to facilitate the implementation of District goals and objectives by:

- Providing assistance to staff members;
- Conduction staff development activities (e.g. workshops);
- Completing special projects.

The classified mentor committee will determine specific classified mentor responsibilities and duties. When developing specific duties and responsibilities, the committee shall consider district needs and the classified mentors qualifications and interests.

### 18.6 Criteria for Nomination and Selection

Candidates for classified mentor must be permanent classified employees in the District.

The selection committee considers the following:

- The needs of the District classified staff

- Relevance of the project
- Clarity of the proposal
- Knowledge of project subject matter
- Willingness to work with school and district communities/task forces
- Good communication skills, both oral and written
- Effective leadership skills.

**18.7 Mentor Term of Service**

A classified mentor's term of service shall be determined by the projects complexity.

**18.8 Mentor Honorarium**

The Mentor Committee shall determine the dollar amount of any honorarium paid to classified mentor. Any honorarium paid under the mentor program shall not be considered overtime and/or regular compensation. The honorarium shall not constitute compensation as defined by the California Public Employees Retirement System ("PERS").

## ARTICLE 19 - MISCELLANEOUS PROVISIONS

### 19.1 Concerted Activities

The Association, officers, agents or members will not strike, engage in a work stoppage, slow-down, or picketing in furtherance of a strike, work stoppage, slow-down, nor comply with the request of other labor organization(s) to engage in such activity, nor engage in any unlawful interference with the operation of the District nor utilize sick leave or personal necessity leave for purposes of concerted activities. It is agreed and understood that any bargaining unit member violating this Article may be subject to damages for any unlawful activity, and subject to discipline up to, and including, replacement or termination. The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement, and to make every reasonable effort toward inducing all its members to do so. This section shall be enforced by going directly to court without recourse to the grievance arbitration mechanism in Article 15.

#### **19.1.1 Court Action**

The Association agrees that these prohibited concerted activities provisions are enforceable by the District in a court of law. The District may, upon its own election, initiate court action as it deems appropriate to enjoin or impose damages upon the Association, its officers, agents or members for activities referred to in this Article without any limitation by, or reference to, grievance arbitration as set forth in this Agreement, or to any PERB agency procedures set forth by the agency, the courts or the Educational Employment Relations Act.

### 19.2 Completion of Negotiations

Except as may be mutually agreed, during the term of this Agreement, the Association and District expressly waive and relinquish the right to meet and negotiate, and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter.

### 19.3 Savings Provisions

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, that provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provision in this Agreement shall be construed to result in an illegal discriminatory act based on race, creed, sex, or national origin.

### 19.4 Superseding Provision

This Agreement constitutes a full and complete understanding and agreement between the parties, arrived at after meeting and negotiating in good faith. This Agreement shall supersede all District practices and policies, all prior contracts or memoranda of understanding between the parties to the extent they are inconsistent; however, in the absence of such inconsistency, such practices, policies and contracts are discretionary with the District.

**19.5 Personal Liability**

The District shall insure against the personal liability of District unit members for damages resulting in injury or death to a person, damage or loss of property caused by the negligent act or omission of the unit member when acting solely within the scope of their District duties or employment.

**19.6 Repair and Replacement of Personal Property**

The District will repair or replace personal property of unit members of the District when personal property is damaged or stolen while the unit member is in the line of duty without the unit member's fault, provided the administrative rules and regulations are followed. With the exception of vehicular damage/loss, the District shall not make any compensation in excess of five hundred dollars (\$500) per unit member per incident.

**19.7 Summer Seniority Rotation-Bus Drivers**

Each bus driver shall be placed on the summer seniority rotation list. Summer assignments shall be offered in seniority order. Each bus driver shall select one (1) assignment per rotation of the summer seniority list.

**19.8 Summer Seniority Rotation-Child Nutrition**

Each Child Nutrition worker shall be placed on the summer seniority rotation list. Summer assignments shall be offered in seniority order. Each Child Nutrition worker shall select one assignment per rotation of the summer seniority list.

**19.9 Term of Agreement**

The term of this Agreement shall be for three years, from July 1, 2019 to and including June 30, 2022.

**19.10 Designated Reopeners**

For the second and third year of this Agreement, the parties agree to reopen compensation, benefits, and two other articles of each party's choosing. The parties may also mutually agree to open any section or article at any time.

FOR THE DISTRICT

*Jana Bunting*  
*Erin B...*  
*Alkaats*  
*Deanne*

FOR CSEA

*[Signature]*  
*Celia King*

**APPENDIX A- SALARY SCHEDULES**

**Campbell Union School District**

**CSEA 868**

**Monthly Salary Schedule**

effective July 1, 2019

Position Title	Range	Position Title	Range
ACCOUNTING PAYROLL TECHNICIAN	136	INSTRUCTIONAL AIDE - CDC	107
ACCOUNTING TECHNICIAN	131	INSTRUCTIONAL ASSISTANT	116
ACCOUNTING TECHNICIAN - ATTENDANCE	131	INSTRUCTIONAL ASSISTANT - CDC	115
ACCOUNTING TECHNICIAN - INTERN	129	INSTRUCTIONAL ASSISTANT - COMPUTER LAB	115
ACCOUNTING SPECIALIST	142	INSTRUCTIONAL ASSISTANT - ELD	117
ADMINISTRATIVE ASSISTANT - DISTRICT OFFICE	130	INSTRUCTIONAL ASSISTANT - LIBRARY / MEDIA	116
ADMINISTRATIVE ASSISTANT - ELD	130	INSTRUCTIONAL ASSISTANT - SCHLBUS	117
ADMINISTRATIVE ASSISTANT - EXTENSIONS	130	INSTRUCTIONAL ASSISTANT - SPECIAL ED	117
ADMINISTRATIVE ASSISTANT - INSTRUCTIONAL	130	INSTRUCTIONAL ASSISTANT - SPECIAL ED/HEALTH	120
ADMINISTRATIVE ASSISTANT - SCHOOL SERVICES	130	INSTRUCTIONAL ASSISTANT - SPECIALIZED CIRCUMSTANCE	117
ADMINISTRATIVE ASSISTANT - SPECIAL ED	130	INSTRUCTIONAL ASSISTANT - STEAM	116
ADMINISTRATIVE ASSISTANT - STUDENT ENROLLMENT	130	LEAD FOR PARENT AND COMMUNITY ENGAGEMENT	135
AM CARE LEADER	113	LEAD TECHNOLOGY SERVICES TECHNICIAN	138
APPLICATION SUPPORT TECHNICIAN	136	LIBRARY / MEDIA TECHNICIAN	125
ATTENDANCE ASSISTANT	122	LOW VOLTAGE SYSTEMS TECHNICIAN	137
BEHAVIOR SPECIALIST I	131	MAINTENANCE WORKER	126
BEHAVIOR SPECIALIST II	141	MAINTENANCE WORKER / IRRIGATION TECH	131
BUS DRIVER	128	MECHANIC	135
BUS DRIVER / DISPATCHER	128	MECHANIC / MAINTENANCE WORKER	131
BUS DRIVER / TRAINER	135	MIDDLE SCHOOL ENRICHMENT LEADER	131
BUS DRIVER / UTILITY WORKER	128	NETWORK TECHNICIAN	144
CAMPBELL CARE LEADER	118	PACKAGING MACHINE OPERATOR	113
CAMPUS SAFETY ASSISTANT	115	PBIS AND SAFETY SUPPORT	115
CHILD DEVELOPMENT SPECIALIST I	124	PRODUCTION FACILITY LEAD	122
CHILD DEVELOPMENT SPECIALIST II	131	RECESS ENRICHMENT COACH	115
CHILD DEVELOPMENT SPECIALIST III	138	RECREATION LEADER	113
CHILD NUTRITION ASSISTANT	113	SCHOOL / HEALTH OFFICE ASSISTANT	123
CLERICAL ASSISTANT I	117	SCHOOL ADMINISTRATIVE ASSISTANT	131
CLERICAL ASSISTANT II	124	SCHOOL GARDEN EDUCATIONAL LIAISON	124
CLERICAL ASSISTANT III	131	SCHOOL OFFICE ASSISTANT	126
COMMUNITY LIAISON - DISTRICT WIDE	129	SEMI-SKILLED MAINTENANCE WORKER	130
COMMUNITY LIAISON - SITE BASED	124	SITE BASED BEHAVIOR SPECIALIST	132
COMMUNITY LIAISON - SLS	129	SKILLED MAINTENANCE WORKER	136
COOK, CHILD NUTRITION	120	SLS CAMPUS COLLABORATIVE COORDINATOR	129
CUSTODIAN	126	TECHNOLOGY SERVICE TECHNICIAN	132
FACILITY SYSTEMS SPECIALIST	140	UTILITY WORKER	126
HEALTH OFFICE ASSISTANT	123	UTILITY WORKER /GENERAL DELIVERY DRIVER	128
HEALTH/STUDENT SERVICES TECHNICIAN	129	WEB DEVELOPER	143

**Annual Health & Welfare Benefit:**

District Contribution - \$11,140 (max)

**Additional Information**

Professional Growth - Nine (9) unit increments will be allowed, as credits are earned: 2% of Range 113 Step A - \$56/mo.

Supermaximum (longevity) -Becomes effective the beginning of the 10th, 15th, 20th, 25th, 30th and 35th full year of service: 6% of Range 113, Step A - \$167/mo.

Bilingual/Biliterate Differential: Any unit member who has passed the District's test and qualifies as bilingual/biliterate and who is assigned to a position designated as bilingual or biliterate shall be paid one range higher on the salary schedule than similarly situated unit members not designated as bilingual or biliterate.

**Sick Leave accrual:**

8 hours per month

**Vacation accrual:**

¥ - 4 service years: 8 hours per month  
 5 - 10 service years: 8 hours per month plus 24 hours  
 11 + service years: 8 hour per month plus 64 hours

Board Approved: 05/14/2020  
 Salary Rates Effective: 07/01/19  
 rev 05/14/20  
 Benefit Rate Effective: 01/01/2020

CSEA 868 (12mo.) 19-20 (+2%)

**APPENDIX A- SALARY SCHEDULES**

**Campbell Union School District**

**CSEA 868**

Monthly Salary Schedule

effective July 1, 2019

Range	Step A	Step B	Step C	Step D	Step E
100	\$2,016	\$2,115	\$2,221	\$2,333	\$2,450
101	\$2,067	\$2,169	\$2,277	\$2,392	\$2,511
102	\$2,118	\$2,222	\$2,334	\$2,451	\$2,572
103	\$2,170	\$2,278	\$2,393	\$2,512	\$2,639
104	\$2,225	\$2,337	\$2,452	\$2,574	\$2,704
105	\$2,280	\$2,394	\$2,513	\$2,640	\$2,771
106	\$2,338	\$2,454	\$2,578	\$2,705	\$2,841
107	\$2,395	\$2,515	\$2,641	\$2,773	\$2,912
108	\$2,455	\$2,579	\$2,706	\$2,842	\$2,985
109	\$2,516	\$2,643	\$2,775	\$2,914	\$3,058
110	\$2,580	\$2,708	\$2,844	\$2,986	\$3,135
111	\$2,645	\$2,776	\$2,915	\$3,061	\$3,215
112	\$2,709	\$2,845	\$2,988	\$3,139	\$3,295
113	\$2,778	\$2,917	\$3,062	\$3,217	\$3,377
114	\$2,848	\$2,990	\$3,141	\$3,297	\$3,461
115	\$2,918	\$3,065	\$3,218	\$3,378	\$3,548
116	\$2,992	\$3,142	\$3,299	\$3,463	\$3,636
117	\$3,067	\$3,220	\$3,381	\$3,550	\$3,726
118	\$3,144	\$3,300	\$3,466	\$3,639	\$3,821
119	\$3,222	\$3,383	\$3,552	\$3,730	\$3,916
120	\$3,302	\$3,468	\$3,640	\$3,823	\$4,015
121	\$3,384	\$3,554	\$3,732	\$3,918	\$4,114
122	\$3,470	\$3,642	\$3,825	\$4,017	\$4,216
123	\$3,556	\$3,734	\$3,921	\$4,117	\$4,322
124	\$3,644	\$3,827	\$4,019	\$4,219	\$4,431
125	\$3,737	\$3,923	\$4,120	\$4,324	\$4,541

Range	Step A	Step B	Step C	Step D	Step E
126	\$3,829	\$4,021	\$4,223	\$4,434	\$4,654
127	\$3,925	\$4,123	\$4,328	\$4,543	\$4,772
128	\$4,023	\$4,226	\$4,436	\$4,656	\$4,891
129	\$4,125	\$4,331	\$4,547	\$4,774	\$5,013
130	\$4,228	\$4,438	\$4,660	\$4,894	\$5,138
131	\$4,333	\$4,550	\$4,776	\$5,016	\$5,266
132	\$4,442	\$4,663	\$4,897	\$5,141	\$5,399
133	\$4,552	\$4,781	\$5,018	\$5,269	\$5,534
134	\$4,667	\$4,899	\$5,145	\$5,402	\$5,672
135	\$4,783	\$5,021	\$5,273	\$5,537	\$5,813
136	\$4,902	\$5,147	\$5,404	\$5,675	\$5,959
137	\$5,024	\$5,275	\$5,540	\$5,816	\$6,107
138	\$5,151	\$5,407	\$5,678	\$5,962	\$6,260
139	\$5,279	\$5,543	\$5,820	\$6,113	\$6,416
140	\$5,411	\$5,681	\$5,965	\$6,263	\$6,578
141	\$5,546	\$5,823	\$6,116	\$6,421	\$6,742
142	\$5,685	\$5,969	\$6,268	\$6,581	\$6,909
143	\$5,826	\$6,119	\$6,424	\$6,745	\$7,083
144	\$5,973	\$6,272	\$6,585	\$6,914	\$7,259
145	\$6,122	\$6,428	\$6,750	\$7,086	\$7,441
146	\$6,275	\$6,588	\$6,918	\$7,263	\$7,628
147	\$6,432	\$6,753	\$7,092	\$7,447	\$7,817
148	\$6,592	\$6,923	\$7,270	\$7,632	\$8,013
149	\$6,758	\$7,096	\$7,451	\$7,821	\$8,215
150	\$6,928	\$7,274	\$7,638	\$8,018	\$8,418
151	\$7,100	\$7,455	\$7,827	\$8,219	\$8,629

2.5% between ranges  
4.9% between steps

Board Approved: 05/14/2020  
Salary Rates Effective: 07/01/19  
rev 05/14/20  
Benefit Rate Effective: 01/01/2020

CSEA 868 (12mo.) 19-20 (+2%)



**APPENDIX A - SALARY SCHEDULES**  
**CAMPBELL UNION SCHOOL DISTRICT**  
 C.S.E.A 868  
 (formerly 78 and 768)  
 Monthly Salary Schedule

(Pertains only to individuals in positions below prior to 01/01/2016)

<b>CSEA 78 POSITION - Salary Schedule 78</b>	<b>RANGE</b>	<b>MONTHLY SALARY</b>
Behavioral Specialist II	57	\$5,716 - \$6,909
Behavioral Specialist I	46	\$4,407 - \$5,330
School Administrative Assistant	46	\$4,407 - \$5,330
Health/Student Services Technician	43	\$4,112 - \$4,969
Community Liaison - Districtwide	43	\$4,112 - \$4,969
School Office Assistant	41	\$3,923 - \$4,753
Attendance Assistant	39	\$3,736 - \$4,522
School/Health Office Assistant	39	\$3,736 - \$4,522
Community Liaison - Site Based	38	\$3,650 - \$4,409
School Garden Educational Liaison	38	\$3,650 - \$4,409
Instructional Assistant - Special Ed/Health	34	\$3,324 - \$4,019
Clerical Assistant I	31	\$3,102 - \$3,736
Instructional Assistant - Computer Lab	29	\$2,961 - \$3,575
Instructional Assistant - Library/Media	29	\$2,961 - \$3,575

<b>CSEA 78 (CDC) POSITION - Salary Schedule 88</b>	<b>RANGE</b>	<b>MONTHLY SALARY</b>
Child Development Specialist III	CDS3	\$5,191 - \$6,268
Child Development Specialist II	CDS2	\$4,402 - \$5,315

**Annual Health & Welfare Benefit:**

District Contribution - \$11,276 (max)

**Additional Information**

•Professional Growth - Nine (9) unit increments will be allowed, as credits are earned: 2% of Range 113 Step A - \$56/mo.

•Supermaximum (longevity) -Becomes effective the beginning of the 10th, 15th, 20th, 25th, 30th and 35th full year of service: 6% of Range 113, Step A - \$167/mo.

•Bilingual/Biliterate Differential: Any unit member who has passed the District's test and qualifies as bilingual/biliterate and who is assigned to a position designated as bilingual or biliterate shall be paid one range higher on the salary schedule than similarly situated unit members not designated as bilingual or biliterate.

**Sick Leave accrual:**

8 hours per month

**Vacation accrual:**

1 - 4 service years: 8 hours per month

5 - 10 service years: 8 hours per month plus 24 hours

11 + service years: 8 hour per month plus 64 hours

Board Approved: 05/14/20  
 Salary Rates Effective: 07/01/19  
 Benefit Rates Effective: 01/01/18

CSEA 12mo(fr 78,768) 19-20(+2%)

**APPENDIX A - SALARY SCHEDULES**  
 CAMPBELL UNION SCHOOL DISTRICT  
 C.S.E.A 868  
 (formerly 78 and 768)  
 Monthly Salary Schedule

(Pertains only to individuals in positions below prior to 01/01/2016)

<b>CSEA (78) - Salary Schedule 78</b>					
Range	Step 1	Step 2	Step 3	Step 4	Step 5
57	\$5,716	\$5,997	\$6,285	\$6,583	\$6,909
46	\$4,407	\$4,626	\$4,846	\$5,083	\$5,330
43	\$4,112	\$4,311	\$4,522	\$4,752	\$4,969
41	\$3,923	\$4,112	\$4,311	\$4,522	\$4,753
39	\$3,736	\$3,923	\$4,112	\$4,311	\$4,522
38	\$3,650	\$3,828	\$4,019	\$4,208	\$4,409
34	\$3,324	\$3,478	\$3,650	\$3,828	\$4,019
31	\$3,102	\$3,247	\$3,402	\$3,575	\$3,736
29	\$2,961	\$3,102	\$3,247	\$3,402	\$3,575

<b>CSEA (78 CDC) - Salary Schedule 88</b>					
Range	Step 1	Step 2	Step 3	Step 4	Step 5
CDS3	\$5,191	\$5,437	\$5,695	\$5,976	\$6,268
CDS2	\$4,402	\$4,628	\$4,839	\$5,071	\$5,315

Board Approved: 05/14/20  
 Salary Rates Effective: 07/01/19  
 Benefit Rates Effective: 01/01/18

CSEA 12mo(fr 78,768) 19-20(+2%)

## APPENDIX A1 – CLASSIFICATIONS

Accounting Payroll Technician	Instructional Aide - CDC
Accounting Technician	Instructional Assistant
Accounting Technician - Attendance	Instructional Assistant - CDC
Accounting Technician - Intern	Instructional Assistant - Computer Lab
Accounting Specialist	Instructional Assistant - ELD
Administrative Assistant - District Office	Instructional Assistant - Library / Media
Administrative Assistant - ELD	Instructional Assistant - School Bus
Administrative Assistant - Extensions	Instructional Assistant - Special Ed
Administrative Assistant - Instructional	Instructional Assistant - Special Ed/Health
Administrative Assistant - School Services	Instructional Assistant - Spec. Circumstance
Administrative Assistant - Special Ed	Instructional Assistant - STEAM
Administrative Assistant - Student Enrollment	Lead For Parent and Comm. Engagement
AM Care Leader	Lead Technology Services Technician
Application Support Technician	Library / Media Technician
Attendance Assistant	Low Voltage Systems Technician
Behavior Specialist I	Maintenance Worker
Behavior Specialist II	Maintenance Worker / Irrigation Tech
Bus Driver	Mechanic
Bus Driver / Dispatcher	Mechanic / Maintenance Worker
Bus Driver / Trainer	Network Technician
Bus Driver / Utility Worker	Packaging Machine Operator
Campbell Care Leader	PBIS and Safety Support
Campus Safety Assistant	Production Facility Lead
Child Development Specialist I	Recess Enrichment Coach
Child Development Specialist II	Recreation Leader
Child Development Specialist III	School / Health Office Assistant
Child Nutrition Assistant	School Administrative Assistant
Clerical Assistant I	School Garden Educational Liaison
Clerical Assistant II	School Office Assistant
Clerical Assistant III	Semi-Skilled Maintenance Worker
Community Liaison - District Wide	Site Based Behavior Specialist
Community Liaison - Site Based	Skilled Maintenance Worker
Community Liaison - SLS	SLS Campus Collaborative Coordinator
Cook, Child Nutrition	Technology Service Technician
Custodian	Utility Worker
Facility Systems Specialist	Utility Worker /General Delivery Driver
Health Office Assistant	Web Developer
Health/Student Services Technician	

# APPENDIX B - WORK CALENDAR

## APPENDIX B - WORK CALENDAR

### Campbell Union School District

Employee Work Year Calendar

**2020-2021**

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

  

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

  

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

  

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

  

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

  

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

  

July	
3	Independence Day Observed (legal holiday)
27	11 mo. Administrators return
30	11 mo. Classified Staff return
August	
17	Professional Development Day & Back to School Breakfast for all Staff
18,19	CETA Work Days (non-work day for 10 mo. Classified staff)
20	First Day of School
September	
7	Labor Day (legal holiday)
25	Professional Development Day (non-work day for 10 & 11 mo. Classified staff)
October	
5-9	Parent-Teacher Conference Days (1st report card) (shortened days for students)
30	Professional Development Day (non-work day for 10 & 11 mo. Classified staff)
November	
11	Veterans Day (legal holiday)
23, 24	Thanksgiving break (non-work days - 10 & 11 mo. staff)
26	Thanksgiving Day (legal holiday)
25, 27	Thanksgiving break (District holidays)
December	
21, 22	Winter Break (CSEA mandatory vacation days)
23, 24, 31	Winter Break (District holidays)
25	Christmas Day (legal holiday)
28, 29, 30	Winter Break (CSEA mandatory vacation days)
January	
1	New Year's Day (legal holiday)
18	Martin Luther King Jr.'s Birthday (legal holiday)
February	
8-12	Intervention Conferences
15	Washington's Birthday (legal holiday) observed
16-18	Presidents' Week break (non-work days - 10 mo. staff)
19	Lincoln's Birthday (legal holiday) observed
March	
April	
5-9	Spring Break (CSEA mandatory vacation days)
19	SBAC Window Opens
May	
28	SBAC Window Closes
31	Memorial Day (legal holiday)
June	
10	Last day of School (last work day for 10 mo. staff)
17	Last work day for 11 mo. Classified staff
25	Last work day for 11 mo. Administrators (214 day work year)
Shortened Day	Shortened Days for students. Afternoons are reserved for employee trainings and meetings.

**APPENDIX C - FLEXIBLE WORK SCHEDULE**

**CAMPBELL UNION SCHOOL DISTRICT  
Classified Employee Flexible Work Schedule Request**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Classification: \_\_\_\_\_  
Work Location: \_\_\_\_\_  
Supervisor: \_\_\_\_\_

**Proposed flexible work schedule (include daily starting and ending times):**

\_\_\_\_\_  
\_\_\_\_\_

**Reasons for proposed flexible work schedule:**

\_\_\_\_\_  
\_\_\_\_\_

**Duration of proposed flexible work schedule: (Select one)**

Starting date: \_\_\_\_\_ Ending date: \_\_\_\_\_

or Indefinite

**This request is initiated by:**

Employee

Supervisor

\_\_\_\_\_  
Employee's Signature/Date

\_\_\_\_\_  
Supervisor's Signature/Date

**Request:**

**Approved**

**Denied**

Comments/reasons for denial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent's /Designee's Signature

\_\_\_\_\_  
Date

cc: Employee, Supervisor, Personnel File, CSEA 868

APPENDIX D - COMPENSATORY TIME

**CAMPBELL UNION SCHOOL DISTRICT  
Compensatory Time Recording Form  
CSEA CHAPTER 868 (Article 7.4.9)**

Name: \_\_\_\_\_ Date of Report: \_\_\_\_\_

Work Site: \_\_\_\_\_ Position: \_\_\_\_\_

**COMPENSATORY TIME WAS EARNED ON:**

Date: \_\_\_\_\_ Hours: \_\_\_\_\_ Date: \_\_\_\_\_ Hours: \_\_\_\_\_

Date: \_\_\_\_\_ Hours: \_\_\_\_\_ Date: \_\_\_\_\_ Hours: \_\_\_\_\_

I understand that I am taking compensatory time in lieu of overtime pay. Compensatory time off shall be granted in amounts equal to the appropriate rate of overtime in accordance with section 7.4.9 of the negotiated agreement.

\_\_\_\_\_  
Employee Signature \_\_\_\_\_ Date

**Authorized by:**

\_\_\_\_\_  
Administrator Signature \_\_\_\_\_ Date

**Note:** According to CSEA 868, section 7.4.9 of the Negotiated Agreement, "If compensatory time has not been taken by the unit member within (6) six months following the pay period within which the overtime was earned, the unit member shall be compensated for the overtime in cash."

Date Compensatory Time Taken: \_\_\_\_\_ Hours Used: \_\_\_\_\_

Balance: \_\_\_\_\_

Date Compensatory Time Taken: \_\_\_\_\_ Hours Used: \_\_\_\_\_

Balance: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Administrator Signature \_\_\_\_\_ Date

**APPENDIX E - EVALUATION FORMS**

Employee: \_\_\_\_\_

School/Work Site: \_\_\_\_\_

Job Title: \_\_\_\_\_

Status:  Permanent  Probationary

Evaluator: \_\_\_\_\_

*Evaluations are to be completed according to Article 14 of the CSEA 868 contract agreement. A copy will be provided to the employee, the supervisory will retain a copy and a copy is to be sent to HR to be filed in the employee's personnel file.*

Performance Factors	O	S	*I	*U	N/A	Comments of work done especially well or description for areas needing improvement
1. Knowledge of Job Duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Knowledge of Required Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Professional Judgment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Planning/Organizing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Operation & Care of Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Application of Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Resourcefulness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Adherence to Known District Safety Practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Meeting Deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Adherence to Work Hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Compliance with Known Dist. Standards and Legal Requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Interaction with Public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Interaction with Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Interaction with Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17. Accepts Responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18. Accepts Change and Direction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19. Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20. Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21. Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22. Courteous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Overall Rating</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

O = Outstanding, S = Satisfactory, I = Needs to Improve, U = Unsatisfactory, NA = not applicable

\*Note: All areas marked needs improvement or unsatisfactory must be explained and suggestions for improvement must be included.

Summary Comments: \_\_\_\_\_

Signature of this evaluation does not necessarily indicate agreement. The employee has the right to provide a written response to this document within 20 calendar days to Human Resources, which will be attached to this document and placed in his/her personnel file.

Supervisor \_\_\_\_\_ Employee \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX F - BP 4218 DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

### **Board Policy Dismissal/Suspension/Disciplinary Action**

#### **BP 4218 Personnel**

##### Definition of Probationary Period and Permanent Status

All employees in regular positions not requiring certification qualifications shall be classified employees. The following employees are excluded from the classified service: substitute and short-term employees, part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project and full-time students employed part time, and part-time student employed part time in any work study or work experience education program which is conducted by the district and financed by state or federal funds.

The probationary period of all members of the classified service shall be as defined in the appropriate collective bargaining agreement, which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Education Code 45191.

During the probationary period, any employee in the classified service shall be subject to disciplinary action, including termination. The employee shall not have a right to a hearing regarding any disciplinary action taken during the probationary period.

Upon satisfactory completion of the probationary period, any member of the classified service is designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in these rules and regulations.

##### Cause for Discipline

A permanent classified employee shall be subject to disciplinary action for cause, including suspension, demotion and dismissal. Cause for discipline shall include, but is not limited to the following:

1. Incompetency or inefficiency
2. Absence and/or repeated tardiness without authorization or sufficient reason
3. Abuse or misuse of sick leave or any other authorized leave
4. Being under the influence of alcohol or controlled substances without authorization while on duty or using or possessing alcohol or controlled substances without authorization while on duty. "Controlled substance" means any narcotic drug, amphetamine, barbiturate, marijuana or any other controlled substance defined in state or federal law.
5. Insubordination or insolence or disrespect toward superiors or other employees
6. Dishonesty
7. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex or age against members of the public or other employees while acting in the capacity of a district employee
8. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly



- related thereto.
9. Conviction of a felony, any crime involving moral turpitude or any crime bringing discredit upon the district
  10. Immoral conduct
  11. Evident unfitness for service
  12. Physical or mental condition unfitting him/her for service
  13. Violation of or refusal to obey the laws of the state or rules, regulations and policies of the district
  14. Discourteous treatment of members of the public, students or other employees while on duty
  15. Conduct in violation of Section 1028 of the Governing Code, which provides:  
"It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she knows advocates overthrow of the Government of the United States or any state by force or violence."
  16. Any conduct inimical to the welfare of the schools or the students
  17. Failure to perform adequately requirements of the position held
  18. Failure to work with others, to the detriment of the district
  19. For employees who drive a vehicle in the regular course of their employment:
    - a. Loss of his/her driver's license
    - b. Any restriction or limitations on the employee's driver's license or ability to drive ordered by the Department of Motor Vehicles or any other lawful authority
    - c. Failure to maintain a good personal or business driving record
    - d. Failure to satisfy the insurability requirements of the district's insurance carrier under the district's regular insurance policies. The district's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
  20. Neglect of duty
  21. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment
  22. Falsifying any information submitted to the district
  23. Willful damage to public property, waste of public supplies or equipment, or excessive carelessness with district property or funds
  24. Misappropriation of district funds or property
  25. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

Legal Reference:

EDUCATION CODE

- 35161 Delegation of powers and duties
- 44009 Conviction of specified crimes
- 44010 Sex offense
- 44011 "Controlled substance offense" defined
- 44940 Leave of absence; employee charged with mandatory or optional leave of absence offense
- 44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports
- 45101 Definitions (including "disciplinary action," "cause")
- 45109 Fixing of duties

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

45123 Employment after conviction of sex or narcotics offense

45302 Demotion and removal from permanent classified service

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

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

#### VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

#### UNITED STATES CODE, TITLE 42

12101 -12213 Americans With Disabilities Act

#### COURT DECISIONS

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

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

#### Policy CAMPBELL UNION SCHOOL DISTRICT

adopted: November 19, 1998 Campbell, California

readopted: November 6, 2008

APPENDIX G – VACATION CARRY-OVER REQUEST



**CSEA 868**  
**Vacation Carry-Over Request Form**

Hours granted for carry-over are subject to the same provisions as hours accrued in any fiscal year (CSEA Collective Bargaining Agreement, Article 9.7). Please verify that you have vacation leave available prior to submitting this request.

This request must be received by Human Resources by 5pm on May 15<sup>th</sup>. Please retain a copy for your records.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Site/Dept.: \_\_\_\_\_

Number of hours\* requested to carry-over to the next fiscal year: \_\_\_\_\_  
(HOURS)

*\* Number of hours requested must not exceed the equivalent of five (5) work days.*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*A signed copy of this form will be provided to you via your CUSD email account.*

District Office Use:

**Human Resources:**

Approved                       Denied    Reason for denial: \_\_\_\_\_

HR Administrator Signature\*\*: \_\_\_\_\_ Date: \_\_\_\_\_

*\*\* Please verify vacation balance with payroll, prior to granting approval.*

*HR Administrator: Provide a signed copy to employee and original to Payroll.*

**Business Office:**

\_\_\_\_\_ Vacation Leave Hours Carried over to FY \_\_\_\_\_

Initial: \_\_\_\_\_ date: \_\_\_\_\_