

COLLECTIVE BARGAINING AGREEMENT

Between

**MOUNTAIN VIEW WHISMAN SCHOOL
DISTRICT**

And

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
CHAPTER 812**

January 1, 2017 – June 30, 2019

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**Collective Bargaining Agreement
Between
Mountain View Whisman School District
and the
California School Employees' Association, AFL-CIO, Chapter 812**

January 1, 2017 – December

Article 1. Recognition

The District hereby acknowledges CSEA and its Mountain View Whisman Chapter # 812 as the exclusive bargaining agent for all classified employees holding positions described in the Classified Salary Schedule as listed in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions in the classified service, except those lawfully designated certificated, management, confidential, and supervisory shall be assigned to the bargaining unit. The District shall advise CSEA of the new classified positions prior to posting of such positions. The District shall provide written notification to CSEA of proposed new classifications at least thirty (30) days before they are filled and the parties shall attempt to mutually agree in all cases whether they are properly assigned to the unit. If agreement cannot be reached within a reasonable time, the District may fill the positions involved and the parties shall submit to disagreements to PERB for resolution. The District shall provide written notification to CSEA of the elimination of classified positions or classifications at least forty-five (45) days prior to the effective date of any such elimination.

Article 2. Organizational Security

- 2.1 The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular association membership dues duly authorized in writing by the employee on a form supplied by the District subject to the following conditions:
- 2.2 Such deduction shall be made only upon the submission of a District-approved form of a duly executed authorization by the employee. Such authorization remains in effect up to and including thirty (30) days after the expiration date of this agreement.
- 2.3 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- 2.4 The District shall deduct one-tenth of such dues from the pay of the member for the months of September through June of each school year.
- 2.5 The District shall promptly remit to CSEA in a manner agreed to pursuant to this article the moneys collected to be accompanied by an alphabetical list of names of the employees for whom such deductions have been made. CSEA agrees to submit to the District in writing within ten (10) days after the execution of this agreement the current dues schedule of CSEA and to notify the District in writing of any revisions of that schedule.
- 2.6 All employees in the bargaining unit who are not members of CSEA shall pay to CSEA as a condition of continuing employment a service fee in an amount in accordance with the CSEA dues schedule for the duration of the agreement. Payment of the service fee shall be made by deduction from the wages of any employee in accordance with this Agreement.
- 2.7 An employee in the unit covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to join or financially support employee organizations shall not be required to join, maintain membership in, or financially support any employee organization within the meaning of this Article except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee to pay sums equal to such service fee either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:
 - 2.7.1 Community Health Awareness Council
 - 2.7.2 Community School of Music & Art
 - 2.7.3 Community Services Agency (located in Mountain View)
 - 2.7.4 Mountain View Whisman Educational Foundation

Evidence shall be presented to the parties to this Agreement that the employee claims such exemption. Such employee shall provide proof on an annual basis during the term of this Agreement to the District and to the California School Employees Association that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative.

- 2.8 CSEA shall indemnify to hold harmless the Board, its members and each member of the management, against any and all claims, demands or suits or any other action arising from the legality or implementation of the organizational security provisions contained herein.

CSEA agrees to pay to the District all legal fees and legal costs incurred in defending against any court and/or administrative action challenging the legality or constitutionality of the agency fee provision of this agreement or its implementation and agrees to pay any judgement or settlement liability arising out of any challenges.

CSEA as the indemnitor shall have the exclusive right to decide whether any such action or proceeding referred to above shall not be compromised, resisted, defended, tried, or appealed.

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

Article 3. Evaluation

- 3.1 The ideal evaluation is constructive and provides an appraisal of the employee's performance of his/her responsibilities directed toward improving the level of competence. In practice, it shall be a cooperative and continuing process actively involving the employee, supervisor and other qualified evaluators.
- 3.2 Evaluation shall include a review of the employee's general and specific responsibilities and a determination as to how they are fulfilled. It shall also include a survey of the actual work and working conditions to insure consistency between these and the job description.

- 3.3 Evaluation shall be based on a number of observations of the employee's work rather than on the basis of one observation. Evaluation shall provide a basis for retention, promotion, or discipline of the employee and shall be fair and equitable. Any informal evaluation may become part of an employee's personnel file only after it has been reviewed and signed by the employee concerned. The signature does not mean agreement with the evaluation. The employee shall have ten (10) days to provide a written response to his/her evaluation.
- 3.4 Most evaluations will be made by the employee's immediate supervisor, although administrators or other supervisory personnel may make observations and/or evaluations.
- 3.5 All evaluations shall be based only upon the direct observation and knowledge of the evaluator. Conduct not directly observed must be investigated by the evaluator prior to the evaluation. Any deficiencies in performance shall include specific recommendations for improvement within a specific timeline to assist the employee in implementing the recommendations made. These improvement recommendations shall be in writing and discussed with the employee.
- 3.6 Formal Evaluation. Every employee shall have a formal evaluation annually prior to June 1, said evaluation to be completed on the District provided form. (See sample in Appendix C.)
 - 3.6.1 The formal evaluation shall include a conference between the employee and the evaluator at which time the employee shall receive a copy of the evaluation report.
 - 3.6.2 The employee should sign the evaluation report to indicate it has been read. The signature does not mean agreement with the evaluation. If the employee chooses to comment on the assessment of the evaluator, the employee may do so on the report or within ten (10) school days on a separate statement to be made a part of the evaluation report.
 - 3.6.3 The employee shall receive a dated copy of the evaluation report, signed by the evaluator and the employee.
 - 3.6.4 A copy of the evaluation report together with any attachments shall be made a part of the employee's personnel file.
 - 3.6.5 Special evaluations as provided in 3.7 may be made consistent with the procedures outlined in this Section.

- 3.7 Special Evaluation. An evaluation shall be made as soon as general unsatisfactory work is noted, which could be the annual evaluation as provided in Section 3.6. Any unsatisfactory evaluation shall result in a second evaluation between thirty (30) and sixty (60) working days thereafter. An employee receiving an unsatisfactory second evaluation will not advance on the salary schedule. Advancement on the salary schedule shall take place upon the first satisfactory evaluation after the second unsatisfactory evaluation with the adjustment in pay to take place with the next monthly pay warrant. This provision shall not be construed as modifying any other provision of this contract or the District's right to dismiss for the cause.
- 3.8 An evaluation shall be made within three (3) to five (5) months after an employee has been promoted or transferred to a new class.
- 3.9 Probationary employees shall be informed at the time of their evaluation whether or not their overall rating meets the requirements for permanent status.

3.10 Personnel Files

Any written material that might serve as the basis for affecting the employment status of an individual may be placed in his/her file only after it has been reviewed with the employee and the employee has had ten (10) days to prepare a written response, which shall also be placed in the file. An employee shall have the right to review his/her file any time upon request. The file shall be maintained as confidential and open to inspection only by the employee and to the District when necessary. The employee may authorize CSEA to review his/her file so long as said authorization is in writing. All material placed in a file shall be signed and dated by the person responsible for the material.

- 3.10.1 The personnel file of each employee shall be maintained at the District Office. No adverse action of any kind shall be taken against any employee based upon materials, which are not in the personnel file.
- 3.10.2 Employees shall be provided with copies of any derogatory written material ten (10) days before it is placed in the employee's personnel file. The employee shall be given an opportunity during non-working hours to review and respond to such material. The employee's written response, if any, shall be attached to the material.
- 3.10.3 An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes rating, reports, or records which were obtained prior to the employment of the employee involved, at a time when the employee is not required to render service to the District.

- 3.10.4 All personnel files shall be kept in confidence and shall be available to the District when necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a confidential log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee.
- 3.10.5 Any person who places written material or drafts of written materials for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 3.10.6 No information of a derogatory nature shall be entered or filed in any personnel file unless and until the unit employee is given notice and opportunity to review and comment on the materials.

3.11 Probationary Period and Permanent Status

- 3.11.1 All employees shall have probationary status during the first Nine (9) months of employment. Probationary employees shall be evaluated at (4) months and eight (8) months of their probationary period. The eight (8) month evaluation must indicate satisfactory service before the appointee becomes a permanent employee.
- 3.11.2 A permanent employee who has been promoted shall serve as a probationary employee in the new position for six (6) months.

Article 4. Disciplinary Process

4.1 Probationary Employees

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

4.2 Permanent Employees

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

4.3 Progressive Steps

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps be utilized, unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Progressive steps may include both verbal and/or written notification of unsatisfactory performance.

4.4 Causes

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

4.4.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

4.4.2 Incompetency.

4.4.3 Inefficiency.

4.4.4 Neglect of Duty.

4.4.5 Insubordination.

4.4.6 Dishonesty.

4.4.7 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

(See Board Policy No. 4020-Drug and Alcohol-Free Workplace)

4.4.8 Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

(See Board Policy No. 4020-Drug and Alcohol-Free Workplace)

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

- 4.4.10 Absence without proper notification and/or leave.
- 4.4.11 Immoral conduct.
- 4.4.12 Discourteous treatment of the public, students, or other employees.
- 4.4.13 Improper political activity.
- 4.4.14 Willful disobedience.
- 4.4.15 Willful misuse and/or negligent use of district property.
- 4.4.16 Violation of district, Board or departmental rule, policy, or procedure.
- 4.4.17 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 4.4.18 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 4.4.19 A physical or mental disability which precludes the employee from the proper performance of the essential functions of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- 4.4.20 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical/mental disability, marital status, sex, age, or any other status protected by law against the public or other employees while acting in the capacity of a district employee.
- 4.4.21 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- 4.4.22 Any other misconduct either during or outside of duty hours, which is of such nature that it causes discredit to the district or his/her employment.

4.4.23 Chronic absenteeism or tardiness.

Except as defined in Section 4.4.19 above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two (2) years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

4.5 Initiation and Notification of Charges

4.5.1 Pre-Discipline Due Process (Skelly Hearing)

4.5.1.1 Prior to the imposition of any disciplinary suspension or termination of employment (except in a situation described in Section 4.6 below), an employee's immediate supervisor shall personally deliver or send by registered mail to the employee a "Recommendation of Proposed Discipline" that includes the following:

4.5.1.1.1 A statement of charges and the proposed discipline to be imposed;

4.5.1.1.2 A statement indicating that the employee has the right to request a meeting with an administrator designated by the District; and

4.5.1.1.3 A statement indicating that the employee has the right to respond to the charges against him or her either orally or in writing to the designated administrator.

4.5.1.1.4 The CSEA Chapter President and Field Representative shall be simultaneously sent copies of this "Recommendation of Proposed Discipline."

4.5.1.2 Following the administrative review of the statement of charges and the employee's response, if any, the designated administrator shall make a recommendation to the District Superintendent concerning the disciplinary action to be taken, if any.

4.5.2 Superintendent Recommendation to Board of Trustees

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

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

4.5.2.2.1 A statement of the nature of the personnel action (suspension without pay, demotion, reduction or pay step in class, or dismissal).

4.5.2.2.2 A statement of the cause or causes for the personnel action, as set forth above.

4.5.2.2.3 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

4.5.2.2.4 A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

4.5.2.2.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial or all charges.

4.6 Employment Status Pending Appeal or Waiver

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

4.6.2 If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action.

4.6.2.1 This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or be registered or certified mail, return receipt requested, immediately after issuance.

4.6.2.2 Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4.7 Time Limit of Suspension

Except for a suspension imposed under 4.6.2 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than ninety (90) calendar days in any 12-month period, however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

4.8 Right to Appeal to the Board of Trustees

4.8.1 Within five (5) calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. (Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal.)

- 4.8.1.1 A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein.
- 4.8.1.2 In cases where an order of suspension without pay under Section 4.6.2 has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension without pay, and the necessity of the suspension without pay shall be an issue in the appeal hearing.
- 4.8.1.3 If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

4.9 Amended/Supplemental Charges

- 4.9.1 At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the Superintendent or designee may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.
- 4.9.2 If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

4.10 Hearing Procedures

- 4.10.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The hearing shall be in closed session unless the employee requests that it be held in public. The Superintendent or designee may also be represented by counsel. The procedure entitled "Administrative Adjudication"

commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer.

4.10.2 Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

4.10.3 The Board shall hear the appeal itself, except in those cases where the Board determines that the hearing shall be heard by a hearing officer (who shall be an attorney licensed in the State of California).

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

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

4.10.3.2.1 Adopt the proposed decision in its entirety.

4.10.3.2.2 Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.

4.10.3.2.3 Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

4.10.3.2.4 Reject the proposed decision in its entirety.

4.10.3.3 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the

same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in Section 4.10.3.2 above, upon the additional evidence and the transcript and other papers, which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed by the Board.

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

4.11 Hearing Decision

- 4.11.1 The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
- 4.11.2 The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the employee and CSEA personally or by registered mail. The decision of the Board shall be final.

4.12 Compulsory Dismissal

- 4.12.1 The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123.)

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

Article 5. Hours/Work Year

5.1 Hours

- 5.1.1 The hours of work for full-time employees shall be eight (8) hours per day, 40 hours per week.
- 5.1.2 The length of the workday for part-time employees shall be designated by the District, and set at the beginning of the employee's work year. Part-time assignments shall be not less than two (2) consecutive hours per day. Upon mutual agreement between the supervisor and the employee and with the approval of CSEA, a change in an employee's starting and ending time may occur. By written mutual agreement, exceptions to the above may be acceptable to CSEA and the District. CSEA shall have ten (10) days from receipt of the notice of the proposed exception to notify the District that it wishes to meet to discuss the matter.
- 5.1.3 The hourly rate shall be determined by dividing the monthly salary by 173.33.
- 5.1.4 The governing board may allow, if feasible, a work week consisting of ten (10) hours per day, four (4) days per week (40 hours of time worked). The District may develop alternative schedules of not more than ten (10) hours of work in a workday without incurring an overtime obligation (for full- or part-time positions) provided that the determination of the ten (10) hour schedule is made prior to the employee being hired or with the mutual concurrence of the employee involved and the Human Resources Department. Documentation of the agreement between the employee and the District will be provided to CSEA.

5.2 Overtime

- 5.2.1 Work in excess of eight (8) hours in a workday or forty (40) hours in a workweek shall be approved by the immediate supervisor within the guidelines provided by the Superintendent or his/her designee prior to any such overtime being worked.
- 5.2.1.1 Except as provided in Section 4.1.4 above, authorized overtime shall be paid at the following rates: time and one-half (1 ½) for all hours worked in excess of eight (8) per day or forty (40) hours per week; time and one-half (1 ½) for all hours worked on Saturdays and Sundays, regardless of total hours worked on Saturdays and Sundays, regardless of total hours worked during the week involved, except for those employees who are regularly scheduled to work on one or both of those days. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holiday, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the employee.
- 5.2.1.2 If an unanticipated need for overtime occurs, the employee shall notify his or her supervisor at the earliest possible opportunity that overtime is or was needed and the reasons for the overtime work.
- 5.2.2 The work week for any employee having an average work day for four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.
- 5.2.3 Compensatory Time Off. Upon request of an employee and with the specific approval in writing by the Superintendent or his designee, an employee may receive compensatory time off in lieu of overtime pay. Such request shall be submitted in writing to the appropriate supervisor within five (5) working days following the day the overtime was worked. Compensatory time shall be granted at the appropriate rate of overtime in accordance with Section 4.21 and 4.22. Compensatory time must be taken within the same fiscal year as the year it is earned. Compensatory time can be accumulated to a maximum of 240 hours. Hours after 240 must be paid in cash.

- 5.2.3.1 School secretaries who earn compensatory time shall be able to use accrued compensatory time during school recess periods in lieu of vacation.
- 5.2.4 Call Back Time. Any employee who is required by the District to work on a day when the employee has not been scheduled or any employee called back to work after completion of a regular work day for that employee, shall be entitled to a minimum of two (2) hours of compensation at the appropriate pay for the full two hours.
- 5.2.5 Report of Absence
 - 5.2.5.1 An employee is expected to report on time for the work assignment each day. If for any reason, it is impossible to report for work, the employee must contact the District absence notification line as soon as possible before reporting time.
 - 5.2.5.2 An employee shall notify the District absence reporting tape of his/her intent to return to work prior to the close of the preceding day. Failure to do so may result in salary deduction with payment going to a substitute.
 - 5.2.5.3 An employee is responsible to acknowledge his/her reported absences on a time sheet by his/her signature.
 - 5.2.5.4 Any employee who is absent for ten 10 consecutive work days without oral or written notice to his/her supervisor or to the District absence line shall be considered to have resigned.
- 5.3 Lunch Period. All employees working five (5) consecutive hours or more shall be entitled to an unpaid, uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled at or about the midpoint of each work shift. Eligible employees are expected to take their lunch period.
- 5.4 Rest Period. Employees working at least three (3) hours per day are entitled to a paid rest period of 15 minutes. Employees working six (6) hours or more shall be entitled to two (2) 15-minute rest periods. Insofar as practical, the rest period shall be scheduled in the middle of each work period; time to be approved by the immediate supervisor. Eligible employees are expected to take their breaks.

- 5.5 For the purpose of calculation of leaves, School Secretaries (both at elementary and middle schools) shall be considered 11-month employees, the exact dates their work year to be determined by the District Calendar and immediate supervisor.
- 5.5.1 The work year for 10-month employees will equal 180 student instructional days plus two (2) work days designated by the District (for a total of 182 workdays).
- 5.5.2 The work year for 11-month employees will equal the 180 student instructional days plus:
- 5.5.2.1 For K-5 grade school secretaries, an additional ten (10) work days before the first student instructional day, an additional five (5) work days after the last student instructional day, and two (2) additional work days designated by the District (for a total of 197 work days).
- 5.5.2.2 For 6-8 grade school secretaries, an additional ten (10) work days before the first student instructional day, an additional ten (10) work days after the last student instructional day and two (2) additional work days designated by the District (for a total of 202 work days).
- 5.5.3 The work year for 12-month employees will be 260 paid work days. The actual number of days an individual 12-month employee will work is determined by subtracting from the number 260, fifteen (15) state and local holidays and the number of vacation days earned by the employee in that work year.
- 5.5.4 In the event the State reduces or authorizes the District to reduce the minimum number of student instructional days, the parties agree to meet and negotiate, within ten (10) work days of the District's request to negotiate, the length of the work year as provided by this Section.
- 5.6 Summer School and Extended Year Employees. When the District maintains a summer school or extended year program, the District shall assign for service during such summer school or extended year program regular classified employees of the District. Such assignments shall be made on the basis of qualification and seniority for employment in each classification of service, which is required. No employee employed during the regular school year shall be required to accept summer school or extended year employment. Such employee shall receive, on a pro-rata basis, the compensation and benefits, which are applicable to the employee classifications during the regular school year.

5.7 The District will comply with the provisions of the Fair Labor Standards Act.

Article 6. Holidays

6.1 All employees shall be entitled to the paid holidays as follows:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Day following Thanksgiving Day
- Christmas Eve
- Christmas Day
- December 26
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Friday of Spring Recess

Total Days 15

6.1.1 Pursuant to a pre-merger agreement of the parties in 1997, Admission Day or a day in lieu thereof (floating holiday) was changed to the day after Christmas (December 26) subject to 5.2.1, 5.2.2, and 5.2.3.

6.2 Holidays on Saturday or Sunday

6.2.1 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. Except as provided in Section 6.2.2 when a holiday falls on Sunday, the following work day shall be deemed to be that holiday.

6.2.2 When December 25 falls on Sunday, the holiday shall be moved back to preceding Thursday.

6.2.3 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this article.

6.3 Holiday Eligibility. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

6.3.1 Employees who are normally assigned to duty during the school holiday of December 24, December 25, January 1, or Spring Recess Day, shall be paid for those holidays provided that they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.

6.4 When a classified employee is required to work on a holiday, he or she shall be paid compensation, or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.

6.5 Employees who have not used sick leave or Personal Necessity during a school year will receive a bonus of one (1) floating holiday to be taken in the following school year. Staff essential to the instructional program will take the holiday on a non-student day. All floating holidays will be scheduled subject to supervisor approval.

Article 7. Vacations

7.1 Classified employees shall be entitled to paid vacation according to the following schedule:

7.1.1 12- Month Employees

1-4 years	12 days
5-9 years	15 days
10-11 years	18 days
12 years	20 days

7.1.2 11-Month Employees

1-4 years	12 days
5-9 years	14 days
10-11 years	17 days
12 years	18 days

7.1.3 10-Month Employees

1-4 years	11 days
5-9 years	13 days
10-11 years	16 days
12 years	17 days

Ten Month (10) and eleven-month (11) employees shall use their vacation time during the school recess periods. If such employees have more annual vacation than the number of days during school recess periods, the remainder of the vacation shall be cashed out in the final pay warrant for the school year.

- 7.2 July 1 shall be used as the anniversary date for the purpose of determining the number of days of vacation. The number of days of vacation the first year of employment shall be determined by the number of months employed prior to July 1 of that year.
- 7.3 Vacation time is to be used in the fiscal year in which it is earned. Vacation may, with approval of the supervisor, be taken at any time during the fiscal year. If the employee is not permitted by the supervisor to take his or her full annual vacation during the fiscal year, then the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District. (Ed. Code §45197 (d).) The amount of days not taken in any given fiscal year shall not exceed five (5) days (prorated for part time employees), and shall be used not later than the following fiscal year or be paid in cash in July.
- 7.4 Vacation dates must be approved in advance by the employee's immediate supervisor. Approval of vacation requests shall be based on the needs of the District. (See Appendix D)
- 7.5 Earned vacation shall become a vested right upon completion of the first six (6) months of employment.
- 7.5.1 Employees may be granted vacation during the year even though not earned at the time the vacation is taken.
- 7.5.2 If an employee is terminated and has been granted vacation which was not yet earned at the time of termination of his/her service, the District shall deduct from the employee's final salary check the full amount of salary which was paid for such unearned days of vacation taken.

7.5.3 Upon termination, for any reason, the employees shall be entitled to compensation for all earned an unused vacation, except those employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

7.6 If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed and the District shall make every effort to reschedule the vacation in accordance with vacation dates available at the time. If the employee's vacation cannot be rescheduled in accordance with currently available dates, the employee may elect to carry over his/her vacation to the following year. In the event the employee exhausts all accumulated paid leave for illness or injury, accumulated vacation must be exhausted before the employee is eligible for other leave.

Article 8. Retirement

8.1 Early Retirement Benefits

8.1.1 Employees who meet the following eligibility criteria shall be eligible for Early Retirement Benefits:

8.1.1.1 The employee was employed by the District as of January 31, 2010 and has been employed without a break in service since that date.

8.1.1.2 The employee must be at least fifty-five (55) years of age.

8.1.1.3 The employee must have a minimum of ten (10) years of service in the Mountain View Whisman School District.

8.1.1.4 The employee must actually resign from the district and be accepted into PERS (Public Employees Retirement System).

8.1.2 An employee who is eligible under Section 8.1.1 may choose to receive the health benefits (medical, dental, and vision) of a regular classified employee as provided under Section 14.6; provided, however, that such early retirement benefits shall be subject to the following:

- 8.1.2.1 The District's premium contribution shall be available only for 1-party and 2-party coverage, on the same basis as for the current regular employees, as modified by this Agreement. Early retirees must pay the difference in cost if they want full family coverage.
- 8.1.2.2 Such early retirement benefits shall terminate after five (5) years, upon the date the retiree reaches age sixty-five (65), or the death of the employee, whichever comes first.
- 8.1.2.3 If the retiree chooses coverage for his or her spouse and the spouse is eligible for Medicare coverage, then, at the option of the District, such spouse must (at his or her expense) take all steps necessary to qualify for a Medicare supplement plan, and must agree to enroll in a District-paid Medicare supplement plan offered by the District.
- 8.1.3 In the event that the employee's spouse was covered by District health benefits on January 1, 2010, and continues to be covered without a break in coverage until the date the employee begins receiving early retirement benefits under Section 8.1.2, the employee may irrevocably elect to receive a cash payment in lieu of coverage for the spouse, provided, however, that by not covering the retiree's spouse the District receives a benefit cost savings. The cash payment shall equal \$150 for each month of eligibility, not to exceed \$1800 for a full 12 months of eligibility. Payments shall be made on an annual basis, pro rated based upon the number of months of eligibility for such year. The election of such payment must be made prior to the start of the employee's early retirement benefits and shall be irrevocable. The District's obligation to make payments under this Section shall terminate in accordance with Section 8.1.2.2.

8.2 Retiree Sick Leave Options

- 8.2.1 This section shall apply only to retiring employees who actually resign from the district and are accepted into PERS.
- 8.2.2 Any employee who retires from the District has the option of converting sick leave toward service credit for PERS or receiving a cash payment in accordance with Section 8.2.2.1.

8.2.2.1 If the option for cash payment is selected, the first sixty (60) days of sick leave would be paid at fifty percent (50%) and any additional days at twelve and one-half percent (12 ½%) of the employee's daily rate at time of retirement. (For resigning not retiring employees, see section 14.6.6.2)

8.3 Retiree Health Benefit Option (Purchase of Continuing Health Benefit Options)

8.3.1 This section shall apply only to retiring employees who actually resign from the district and are accepted into PERS.

8.3.2 Any employee who retires from the District shall have the option of purchasing coverage through the District's retiree health benefit plans, at his or her expense, subject to the approval of the insurance carrier.

8.3.2.1 If the retiree chooses to purchase coverage, and the retiree or his or her spouse is eligible for Medicare coverage, then, at the option of the District, such retiree or spouse must (at his or her expense) take all steps necessary to qualify for a Medicare supplement plan offered by the District.

8.3.2.2 This retiree health benefit option shall not be available to any retiree or spouse who has a lapse in coverage following the employee's retirement.

8.33 Retirees must get payments to the District prior to the District's deadline. Retirees who make late payments and are dropped by the insurance carrier will not be reinstated.

Article 9. Transfer/Promotions

9.1 Posting of Notice

9.1.1 Notice of all unit positions shall be posted in prominent locations at each District job site.

9.1.2 Job vacancy notices shall be posted internally for five (5) business days previous to public announcement of vacancy. The job vacancy notice shall remain posted for a period of (5) full working days. The District shall provide the CSEA President or designee with copies of all job postings.

9.1.3 Employees within the District may apply for such vacancy(ies) or new position(s) and shall be given preference over applicants who are not employees of the District in filling vacancy(ies) on the basis of:

Training
Experience
Competencies
Length of service to the District
Special qualification
Past evaluations

An interview shall be granted to all current employees in good standing who meet the minimum qualifications or 5 years verifiable equivalency for the position for which they are applying.

9.2 Notice Contents. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

9.3 Filing. Any employee may file for the vacancy by submitting written notice to the Personnel Department within the filing period. Any employee on vacation, or on unpaid status during recess periods, may authorize the Association to file on the employee's behalf.

9.4 Notification of Applicants. Within fifteen (15) days following completion of the filing period, the Personnel Office shall notify in writing each applicant as to whether he/she has met the minimum qualifications.

9.5 Transfer/Promotional Procedure. The applicant who is the most qualified shall be transferred/promoted into the vacant position. If two (2) or more applicants have the same qualifications and competencies, the one with the greatest seniority shall fill the vacancy. In the event that two (2) or more applicants have identical seniority, the applicant to fill the position shall be selected by the District.

9.5.1 Employees whose transfer/promotion has been denied may request in writing a written statement of reasons for denial. If requested by the employee in writing, the statement of reasons will be provided to the requesting employee by the appropriate administrator within ten (10) days. The term – day is defined in Section 12.1.

- 9.5.2 An employee may be returned to a position in his/her previous classification within the six (6) month probationary period under Section 3.11.2 under the following circumstances: (1) the employee is unable to satisfactorily fulfill the requirements of the position to which he/she has been promoted (see Section 3.8 on evaluations); (2) the employee requests that he/she be returned to a position in the classification from which he/she was promoted; or (3) the employee's immediate supervisor requests that the employee be returned to a position in the classification from which he/she was promoted. An employee returned to a position in his/her previous classification under this Section need not be returned to any particular site. The employee so returned shall be paid the rate appropriate to which he/she has been returned.
- 9.5.3 Mailing of Postings. The District shall provide mailed notice of postings during the summer to any bargaining unit member who requests to receive postings and who provides self-addressed envelopes to the District.
- 9.6 Involuntary Transfer. An involuntary transfer is a transfer initiated by the District. An involuntary transfer shall not be made for arbitrary and/or capricious reasons. Specific reason(s) for the transfer shall be given to the employee. Notice of such transfer shall be given five days prior to the effective date. A conference will be held between the appropriate management person and the employee in order to discuss the reason for the transfer. A CSEA representative may be present at such conference if requested by the employee.
- 9.7 Medical Transfer. When an employee becomes medically unable to satisfactorily perform his/her regular job/class duties, the District shall give alternate work when available if the employee is qualified. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with the CSEA Chapter President and concurrence of the employee.
- 9.8 Mileage Compensation During Temporary Assignments. Any employee required to work at a work site on temporary assignment which is more than five (5) miles from his/her normal work site, shall be compensated for the total of mileage difference between sites at the amount established in this agreement for reimbursement of mileage unless the employee's home is closer to the temporary work site than the regular work site. Such compensation shall be paid to the employee within the next payroll period.

- 9.9 Distribution of Job Information. Upon initial employment and each change in classification, each affected employee shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

Article 10. Layoffs

- 10.1 Employees shall be subject to a layoff for lack of work or lack of funds.
- 10.2 Seniority shall be determined by date of hire.
- 10.3 When, as a result of the expiration of a specially funded program unit positions must be eliminated at the end of any school year, and the employees will be subject to layoff for lack of funds, the employees to be laid off at the end of each school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given less than sixty (60) days prior to the effective date of their layoff.
- 10.4 When, as a result of a bona fide reduction or elimination of the service being performed by any department, employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of the layoff, and informed of their displacement rights, if any, and re-employment rights.
- 10.5 Seniority Lists
- 10.5.1 In developing the seniority list for a classification with full-time and part-time positions, the names of all persons in the classification shall appear in order of seniority
- 10.5.2 For purposes of determining whether a classification is higher, the highest salary rate in a classification is used. Shift and longevity increments are not to be counted.

10.6 Bumping

10.6.1 An employee in the classified service who is laid off from a classification and who has previous service in an equal or lower classification, shall have the right to bump the least senior employee in that classification. Seniority shall include the total of the previous service in the equal or lower classification plus service in the classification from which layoff occurs, and in higher classifications. Where the employee is eligible to bump into more than one classification, the employee shall bump into the equal classification. If there are two classifications, which he/she is eligible to bump into, it shall be the one in which the employee has the more prior service.

10.7 Voluntary Demotion or Transfer

10.7.1 A permanent classified employee who will suffer a layoff for lack of work or funds despite his or her bumping rights, may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee is qualified to perform the duties thereof, and provided further that the Governing Board approves the voluntary demotion.

10.8 Layoff Versus Limited-Term Positions

10.8.1 No regular employee shall be laid off from any position while an employee not in the classified service is serving in the same classification for a scheduled leave with at least six (6) more months duration as of the effective date of layoff, unless the regular employee declines such assignment.

10.9 Layoff Versus Use of Volunteers

10.9.1 Volunteers may be utilized by the District to enrich and enhance its educational program. However, the District may not abolish a classified position and continue to perform its functions through the use of volunteers, nor may the District refuse to employ a person in a vacant classified position and use volunteers to perform its duties instead. (Ed. Code 35021)

10.10 Procedures

10.10.1 In the event of layoffs of permanent employees in the classified service, the following procedures shall be utilized:

10.10.1.1 When classified employees are laid off for lack of work or lack of funds, layoffs shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class plus higher classes, shall be considered to have the least seniority and, therefore, shall be laid off first.

10.10.1.2 The names of permanent and probationary employees thus laid off shall be placed upon the re-employment list for the class from which they were laid off. Names on the re-employment list shall be in the relative order of seniority.

10.10.1.3 A limited-term employee may be laid off at the completion of the assignment without regard to the procedure set forth in regulation.

10.10.1.4 If two (2) or more full-time employees (1.0 FTE) have equal date-of-hire seniority, are within the same classification and are subject to the layoff, then the determination of which employee will be laid off or recalled from layoff shall be by lottery. If two (2) or more part-time employees (less than 1.0 FTE) had equal date-of-hire for seniority, are within the same classification, and are subject to layoff or recall, then the determination of which employee will be laid off or recalled from layoff shall be made as follows:

10.10.1.4.1 For both layoff and recall purposes, among part-time employees with the same FTE status, ties in date-of-hire seniority will be broken by lottery.

10.10.1.4.2 For layoff purposes, among part-time employees in the same classification with different FTE statuses, ties in date-of-hire seniority will be broken in favor of highest FTE status and then, if ties remain, by lottery. As a result, employees with great FTE status will be retained and employees with lesser FTE status will be laid off even if the only available position for the retained employee

involves fewer hours than he/she was previously assigned.

- 10.10.1.4.3 For recall purposes, among the part-time employees in the same classification with different FTE statuses, ties in date-of-hire seniority will be broken in favor of highest FTE status and then, if ties remain, by lottery. As a result, employees with great FTE status will be recalled and employees with lesser FTE status will remain laid-off even if the only available position for the recalled employee involves fewer hours than he/she was previously assigned.
- 10.10.1.5 Laid off employees are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be employed in the reverse order of layoffs as vacancies become available. Their re-employment shall take precedence over any type of employment, defined or undefined, in this article.
- 10.10.1.6 Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time when and if vacancies become available, within a sixty-three (63) month period. Such employees shall be ranked in accordance with their seniority on the re-employment list(s).
- 10.10.1.7 Regular employees in the bargaining unit who have been employed at least five (5) years under Public Employee's Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of proposed layoff, complete and submit a form to the Public Employees' Retirement System provided by the payroll department for this purpose. The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with this regulation. The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District receives within ten (10) working days a written acceptance of the offer, the retired person shall be allowed sufficient time to

terminate his or her retired status with the Public Employees' Retirement System.

- 10.10.1.8 An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notices shall be sent by certified mail to the last address given the District by the employee. In lieu of certified mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District Office will confirm such refusal by certified letter to the employee.
- 10.10.1.8.1 An employee shall notify the District of his/her intent to accept or refuse employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within thirty (30) working days following receipt of the re-employment notice. An employee given notice of the re-employment need not accept the re-employment to maintain the employee's eligibility on the re-employment lists, provided the employee notifies the District of refusal of re-employment within ten (10) days from receipt of the re-employment notice.
- 10.10.1.8.2 An employee who has received and declined two (2) offers of re-employment in the classification from which laid off with the same or more hours than that held at the time of layoff shall be passed over when additional positions become available.
- 10.10.1.9 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- 10.10.1.10 Employees shall be re-employed in the highest rated job classification available in accordance with their length of service in the class from which they are laid off, plus higher classes.
- 10.10.1.11 Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error, and reimbursed by the District Office for any loss of salary/compensation. Additionally, seniority, step

placement, vacation and such leave hours shall be reinstated as if there were no interruption of service.

- 10.11 Any permanent employee of the District who voluntarily resigns from his/her permanent position may be reinstated or re-employed by the Governing Board within thirty-nine (39) months after his/her last day of paid service and without further competitive examination, to a position in his/her former classification as a permanent or limited-term employee, or limited-term employee in a related lower class or lower class in which the employee formerly had permanent status.
- 10.12 If the Governing Board elects to reinstate or re-employ a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or re-employed.
- 10.13 Effects of Layoff
 - 10.13.1 To the extent required by the Educational Employment Relations Act, C.S.E.A. and the District shall negotiate the effects of any layoff that occurs in the bargaining unit.

Article 11. Employee Expenses and Materials

- 11.1 Uniforms. The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards if required by the District to be worn or used by employees.
- 11.2 The District agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
 - 11.2.1 If an employee in the bargaining unit provides tools or equipment belonging to the employee for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or the replacement cost of the tools resulting from normal wear and tear. This section is only applicable if the tool or equipment has been approved and registered with the District.

11.3 Use of District Vehicle: The District may provide the use of a district vehicle to classified personnel who are on “on call” for emergency service. Vehicles shall not be used when employee leaves the “on call” status due to change of assignment, vacation, prolonged illness, three (3) day weekend, etc. The vehicle may be used to drive to and from work when employee is in “on call” status.

11.4 The District agrees to provide the full cost of any medical examination required as a condition of employment, including but not limited to, the provisions outlined in Education Code 45122 or its successor.

11.5 Replacement of Repair of Property. The District shall pay to the employee the cost of replacing or repairing property of an employee necessarily worn or carried by the employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing or vehicle if required to be used by the District, when any such property is damaged in the line of duty without fault or negligence of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. If the property is damaged beyond repair or stolen, the actual value of such property may be paid. The value of such property shall be determined as of the time of the damage thereto or the robbery or theft. The District shall pay claims of not less than \$15 (fifteen dollars), nor more than \$400 (four-hundred dollars)

In the event the employee is paid the cost of repairing or replacing such property, or the actual value of such property, the school district shall, to the extent of such payments, be subjugated to any right of the employee to recover compensation for such damaged or stolen property.

11.6 If court proceedings are brought against an employee alleging that he/she committed an act in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board, after a request, does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for any loss in salary, provided that:

11.6.1 The act was within the employee's scope of employment.

11.6.2 The act was not malicious.

11.6.3 The action was not a proceeding between the District and the employee.

Article 12. Leaves

12.1 Personal Illness and Injury Leave

12.1.1 Effective July 1, 2010 employees shall annually accrue sick leave for the purpose of personal illness or injury as follows: (1) 12-month full-time employees shall be entitled to 96 hours of leave, (2) 11-month full time employees shall be entitled to 88 hours of leave, and (3) 10-month full-time employees shall be entitled to 80 hours. Employees who work less than forty hours per week shall be entitled to that portion of the leave as the number of hours per week of scheduled duty relates to the number of hour for a 40 (forty) hour per week employee.

12.1.1.1 Unit members may use up to six (6) days per year of accrued sick leave to attend to an illness of a child, parent, or spouse of the unit member. All conditions regarding the use of regular sick leave shall apply to the use of such leave, and this section is not intended to extend the maximum period of leave to which a unit member may be entitled under the Family and Medical Leave Act.

12.1.2 If an employee does not utilize the full amount of leave authorized above in any school year, the amount not utilized shall be accumulated from year to year.

12.1.3 An employee is entitled upon verification of illness or injury to extended sick leave up to a maximum of one hundred (100) working days per school year following exhaustion of all accumulated sick leave. During the 100-working day period, the employee shall be paid 50% of his/her salary, whether or not a substitute is hired.

12.1.3.1 The District may require verification from a physician whenever an employee is on extended sick leave.

12.1.4 Upon request by District management, an employee may be required to present a physician's certificate verifying the personal illness or injury and/or medical authorization to return to work when the leave exceeds three (3) days.

- 12.1.5 All employees must contact the District absence notification line as soon as they need to be absent is known (even if a substitute is not required).
- 12.1.6 An employee who is absent shall have the hours deducted from the accumulated leave.
- 12.1.7 An employee transferring from any other California school district to the Mountain View Whisman School District shall be credited with the verified sick leave they have accumulated to the school district from which transferred, provided break in service in less than one (1) year.
- 12.1.8 The District believes good nutrition, physical fitness, and life styles which foster good health can be beneficial to employees. To encourage employees to participate in personal programs which can result in better health, any employee who is employed for a full school year and maintains perfect attendance without use of personal illness and injury leave or Personal Necessity leave shall earn and receive one (1) additional sick leave day following the last day of each school year in which eligibility is established.
- 12.1.9 Employees on ten (10) hour/four-day work week will receive the same number of sick leave hours as they would receive if working a regular forty (40) hour/five-day work week.

12.2 Bereavement Leave

- 12.2.1 Employees shall be allowed full pay up to five (5) days on account of the death of any member of his/her immediate family.
- 12.2.2 The District interprets “member of his/her immediate family” to include the following: mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or registered domestic partner of the employee; and the spouse, or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, brother in-law, or sister-in-law of the employee; or any relative living in the immediate household of the employee.

12.3 Personal Necessity Leave

- 12.3.1 Days of leave of absence for illness or injury allowed for sick leave may be used by the employee, upon prior approval except as provided in Section 12.3.3, in cases of personal necessity.

Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention and cannot be taken care of after work hours or on weekends.

- 12.3.1.1 Each employee shall be allowed up to seven (7) days absence each year for personal necessity. Two of the seven days may be used at the discretion of the classified employee without providing a reason for the leave. Discretionary days shall not be taken on Mondays or Fridays or to extend a holiday or vacation period. Any other days requested **must** specify the reason for the Personal Necessity Leave. (Appendix E)

- 12.3.2 The employee shall submit a completed personal necessity leave form to the school principal or immediate supervisor within three (3) working days prior to requesting the leave except as provided in Section 12.3.3. The principal or immediate supervisor will sign the form to indicate receipt of the form and immediately forward the leave request to the Superintendent or designee. The District retains the right to deny personal necessity leave provided the denial is not arbitrary or capricious. Employees should make a copy of the completed form before it is submitted to Human Resources.
 - 12.3.21 The principals or immediate supervisor signature does NOT indicate approval. Once the form has been received by the Superintendent or designee, it will be reviewed for approval or denial. The final decision will be communicated to the employee by email. If the leave request is denied and the employee chooses to be absent on the that day, the employee shall meet with Human Resources to discuss ramifications of that decision.
 - 12.3.2.2 All employees must call the absence notification system whether or not a substitute is needed.

- 12.3.3 The employee shall be required to secure advance permission for personal necessity leave except for any of the following reasons:
 - 12.3.3.1 Death or serious illness of a member of his/her immediate family.

12.3.3.1.1 Use of sick leave for the illness of the child, parent, or spouse or the unit member is provided for in Section 12.1.1.1.

12.3.3.2 Accident, involving his/her person or property of a member of his/her immediate family. However, the employee must submit a completed personal necessity request form to the principal or immediate supervisor within three (3) working days after return to duty.

12.3.4 Personal necessity leave, except for the reasons stated in Section 12.3.3.3 shall not be allowed for any day preceding or following a holiday or vacation. If the date requested by the employee conflicts with District need, the employee's immediate supervisor may indicate alternate dates that would be acceptable.

12.3.5 Personal necessity leave days shall not be cumulative from year to year.

12.3.6 Personal necessity leave shall not be allowed for work stoppage, personal convenience, extension of a holiday or vacation period, or for recreational activities.

12.4 Judicial Leave

12.4.1 An employee shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought about through the connivance or misconduct of the employee.

12.4.2 Any reimbursement paid exclusively for expenses involved by reason of the subpoena shall not be considered as a fee or compensation.

12.4.3 A statement from the Clerk of Court verifying fees or compensation paid may be required.

12.4.5 The term "subpoena" shall be construed to include any actual court order to appear in court for purposes of:

12.4.5.1 Cases in court

12.4.5.2 Administrative hearing

12.4.5.3 Physical examination

12.4.5.4 Witness

12.4.5.5 Jury Duty

- 12.4.6 Employees shall be granted a leave to appear for jury duty in the manner provided by law.
- 12.4.7 Employees shall receive regular pay, less any amount received for jury or witness fees, up to twenty (20) working days during the school year. If it becomes apparent that service on the jury is likely to go beyond the 20th day, there will be consultation between CSEA and the District. Employees will be entitled to retain fees earned on days other than regular workdays.

12.5 Leave of Absence – General Provisions

- 12.5.1 Leaves of absence may be authorized by the Board upon the recommendation of the Superintendent. Such leaves may be with or without pay but in all cases shall conform with the provisions of the California Education Code.
 - 12.5.1.1 Application for a leave of absence or an extension or renewal thereof must be made in writing to the Superintendent stating the purpose of the leave, the period of the leave, and, if required by the Superintendent, must be accompanied by certain specified supporting statements concerning the need of desirability of said leave.
 - 12.5.1.2 A leave of absence shall be used essentially and primarily for the purposes stated by the employee in the application which was approved by the Superintendent and for which the leave was granted by the Board.
 - 12.5.1.3 Any substantial alteration of approved plans or purposes of the leave by the employee without the approval of the Board may be considered cause for dismissal of the employee.
 - 12.5.1.4 Leaves of absence shall be for a maximum of one school year and, with Board approval may be extended for one additional year.
 - 12.5.1.5 All provisions of this article relating to a request for a leave shall also apply to the request for an extension or renewal of renewal of leave.

- 12.5.1.6 The District retains the right to recoup pay of any employee for any days for which it has been determined that the employee has abused a paid leave of absence by using such leave for unauthorized reasons. The determination of abuse of a paid leave of absence shall be made by the Superintendent and/or the Chief Financial Officer. The District shall notify CSEA of the determination process and the decision to recoup or withhold pay before any action is taken.

- 12.5.2 The Superintendent may grant leave without pay for a period not to exceed ten (10) school days. All other leaves of absence must be granted by special action of the Board.

- 12.5.3 Failure on the part of any employee to secure a grant for a leave of absence before being absent from assigned duties may be considered as a resignation of that employee from the school district. In the event of an emergency, the employee will communicate with the Personnel Office within ten (10) days to request a leave of absence.
 - 12.5.3.1 Leave of absence granted to a probationary employee shall not count as time of service toward permanent status.

- 12.5.4 When an employee is on leave for a full year, the District shall communicate with the employee by registered mail sixty (60) days prior to termination of the leave to discover if the employee plans to return.
 - 12.5.4.1 If the employee does not respond within the thirty (30) days of the District's communication, the position shall be considered vacant.

- 12.5.5 The district and members of the Board are freed of any liability for payment of compensation or damages provided by law for death or injury of an employee if the death or injury occurs while the employee is on a leave of absence granted by the Board.

12.6 Industrial Accident or Illness Leave

12.6.1 Employees shall be granted industrial accident leave or illness leave in accordance with the following regulations:

12.6.1.1 When a unit member has completed (6) six months of continuous service with the District, he/she shall be entitled to not more than sixty working days leave of absence from work due to an industrial accident or illness in any one fiscal year for the same accident.

12.6.1.2 Allowable leave shall not be cumulative from year to year.

12.6.1.3 Industrial accident or illness leave will commence on the first day of absence.

12.6.1.4 Payment of wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this State, exceed the normal wage for the day.

12.6.1.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

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

12.6.2 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if any employee is receiving workers' compensation, he or she shall be entitled to use only so much of his/her accumulated compensation time, vacation, or other available leave which, when added to the workers' compensation award, provide for a full day's wages or salary.

- 12.6.3 Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the employee.
- 12.6.4 During all industrial accident leave as provided in this section, the District shall receive all wage loss benefit checks and the District, in turn, shall sign the wage loss benefit checks over to the employee, and that amount shall be deducted from the employee's normal salary or wage, and the District shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 12.6.5 When all available leave of absence, paid or unpaid, has been exhausted and if the employee is not medically able to assume the duties of the position, he or shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available, during the 39 (thirty –nine) month period, he or she shall be employed in a vacant position in the class of the previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he or she shall be listed in accordance with appropriate seniority regulations.
- 12.6.6 Any employee receiving benefits as a result of this section, shall during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 12.6.7 An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
- 12.6.8 An employee has a right to see and be treated by his/her own physician in case of an industrial accident or illness. The District shall provide a form for the employee to complete, listing the employee's physician and address for this purpose. The form shall be placed in the employee's personnel file.

12.7 Pregnancy Related Disability Leave

(Prior to applying for any leave, employees are encouraged to meet with the staff from Human Resources Department to discuss the implications of such leave and the alternatives available to them.)

- 12.7.1 Employees shall be granted pregnancy-related disability leave. An employee may use sick leave if physically disabled and unable to render service to the District as a direct result of the pregnancy. Such leaves shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth below:
- 12.7.2 The use of sick leave for pregnancy-related disability shall be treated the same as any other disability for which sick leave is granted.
- 12.7.3 Any time an employee is absent as a result of physical disability arising out of her pregnancy the District may request a doctor's verification of her inability to render service to the District.
- 12.7.4 In order to use sick leave for pregnancy disability, the employee must have been actually rendering paid service to the District and not on any leave immediately preceding the disability.
- 12.7.5 An employee temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth, may return to duty at any time she is physically able to render full and complete service to the District so long as she has given the District five (5) calendar days notice.
- 12.7.6 Upon returning to duty as a result of her temporary disability, the employee must file a doctor's verification that she is physically able to render full and complete service to the District.
 - 12.7.6.1 An employee who wishes to take a personal leave to prepare for childbirth may be granted such a leave without pay for a time mutually agreeable to the employee and the District.

12.8 Unpaid Family and Medical Leave

(Prior to applying for any leave, employees are encouraged to meet with the staff from Human Resources Department to discuss the implications of such leave and the alternatives available to them.)

- 12.8.1 Leave may be taken for the following, consistent with the provisions of the federal Family and Medical Leave Act of 1993

and the California Family Rights Act 1991 and subsequent amendments thereto.

12.8.1.1 Birth, adoption or foster care of an employee's child.

12.8.1.2 The serious illness of the employee's child, parent, spouse, and at the discretion of the Superintendent, any other family member.

12.8.1.3 The employee's own serious health condition, except for disability caused by pregnancy, childbirth or related medical conditions.

12.8.2 Eligible employees shall be allowed up to 12 weeks of unpaid leave of absence during a rolling 12-month period.

12.8.3 Eligible employees taking the unpaid family or medical leave will continue to receive coverage under the District's health plans in which they are enrolled for up to a maximum of twelve weeks during a rolling 12-month period.

12.8.4 Each employee shall provide satisfactory proof of necessity for family leave if such proof is requested by the Superintendent or designee.

12.9 State Paid Family Leave

(Prior to applying for any leave, employees are encouraged to meet with the staff from Human Resources Department to discuss the implications of such leave and the alternatives available to them.)

12.9.1 As an alternative to the Unpaid Family and Medical leave described in Section 11.8 above, employees who need to take care of a seriously ill child, spouse, parent or domestic partner, or to bond with a new child, may apply for a leave of absence for up to six weeks within any 12-month period in accordance with the requirements of law.

12.9.2 Employees who are granted State Paid Family Leave will receive a leave of absence from the District and will receive the allowable compensation directly from the California Employment Development Department. The EDD requires the completion of

an initial waiting period of seven days before the period of compensation will begin.

12.9.3 The District requires employees taking Paid Family Leave to use up to (2) two weeks of vacation before beginning to receive benefits.

12.9.4 Employees who are eligible for a family care leave under the federal Family and Medical Leave Act or the California Family Rights Act must apply for and take such leave concurrently with Paid Family Leave.

12.9.5 When applying for Paid Family Leave, employees must provide the District with a medical certificate which includes:

12.9.5.1 The date on which the need for care commenced,

12.9.5.2 The probable duration of the illness,

12.9.5.3 An estimate of the time period in which care will be needed; and

12.9.5.4 A statement certifying that the family member's medical condition warrants assistance from the employee. Employees are not eligible for Paid Family Leave if another family member is able and available to care for the ill person at the time.

12.9.5.5 Employees are not eligible for Paid Family leave if another family member is able and available to care for the ill person at the time.

12.9.6 Upon completion of Paid Family Leave, the District may reinstate employees to work if a position for which they are qualified is available, but employees taking Paid Family Leave are not guaranteed reinstatement upon completion of their leave.

12.9 Leaves for Retraining and Study

12.9.1 The Board may grant up to one (1) year leave of absence to an employee for the purpose of study or retraining, provided the

employee has had at least seven (7) consecutive years of service with the District.

12.9.1.1 Study leave should advance and/or augment those skills already required.

12.9.1.2 Retraining leaves shall permit employees to train for other District positions to which they aspire and in which they are adjudged by their supervisors and other qualified evaluators to have a potential.

12.9.1.3 The Board may also grant reimbursement of cost, including tuition fees, to any permanent employee who satisfactorily completes an approved training program to improve job knowledge, ability or skill.

12.9.2 Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay or other benefits provided under this agreement.

12.9.3 Upon approval by the District by the District such leave of absence may be taken in separate (6) six-month periods or in any other appropriate periods rather than for a continuous one-year period provided the separate periods of leave of absence shall be commenced and completed within a three-year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

12.9.4 In a given year, up to (2%) two percent of the classified staff may be permitted to take a leave for the purpose of study.

12.9.5 While on a study leave, the employee shall be compensated at (1/2) one-half of the salary for which he/she was eligible at the effective date of the leave.

12.9.6 Compensation while on study leave shall be in accordance with the District classified schedule in effect during the period of the leave.

12.9.7 Salary payments will be paid to an employee on a study leave in the same manner as if the employee were working for the District, upon furnishing a suitable bond indemnifying the Governing Board of the District against loss in the event the employee fails to render at least two (2) years of service in the employ of the District following his/her return from study leave. In lieu of posting bond, the employee may pledge credit union shares or furnish a certificate of deposit on funds in a bank or other savings institution to the Mountain View Whisman Governing Board.

12.9.8 The actual salary received by the employee on study leave shall be subject to normal deductions for retirement purposes.

12.10 Military Service Leave

12.10.1 An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

12.10.2 All bargaining unit employees who have been employed in the District for one school year and who are called to temporary or active military duty, shall be entitled to their regular salary for not more than thirty (30) calendar days during each fiscal year.

Article 13. Grievances

13.1 Intent

13.1.1 It is the intent of the parties to resolve equitably a grievance at the lowest possible administrative level and to encourage as informal and confidential an atmosphere as is possible in the resolution of the grievance.

13.1.2 Grievance: is a written claim by an employee, employees or CSEA involving an alleged misinterpretation, misapplication, or violation of this agreement.

13.1.3 A “day” is a day in which the central administrative office of the District is open for business.

13.1.4 The “immediate supervisor” is the lowest level administrator having immediate supervisory responsibility over the grievant who has been designated by the District to adjust grievances.

13.2 Informal Level

12.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The purpose of this level is to secure solutions to the problems at the lowest possible administrative level.

13.3 Formal Level

13.1.1 Level I

Within twenty (20) days of the date when an employee becomes aware that a contract violation exists or from the date on which the employee should have reasonably become aware of the contract violation, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor or other manager who is responsible for administering the section of the Agreement allegedly being violated.

This statement shall be a clear, concise statement of the grievance, the specific section of the Agreement alleged to be violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate a decision to the employee in writing within (10) days after receiving the grievance.

Within the above timeline either party may request a conference with the other party.

13.3.2 Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Director of Personnel, or designee within ten (10) days.

This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Assistant Superintendent for Human Resources, or designee shall communicate a decision within ten (10) working days after receiving the appeal. Either the grievant or the Assistant Superintendent for Human Resources, or designee may request a personal conference within the time limits. If the Assistant Superintendent for Human Resources or designee does not respond within the time limits, the grievant may appeal to the next level.

13.3.3 Level III

If not satisfied with the decision at Level II, the grievant may, within ten (10) days, submit a request in writing to the Superintendent or designee for a decision. The Superintendent or designee shall review the record of the prior steps and make his decision. The Superintendent or designee at his sole discretion may submit the matter to the Governing Board.

13.3.4 Level IV

If the grievant is not satisfied with the decision at Level III, CSEA may within ten (10) days submit a request in writing to the Superintendent for advisory arbitration of the dispute.

The grievant, and the District, shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievance in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot.

13.3.4.1 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.

13.3.4.2 The arbitrator shall, as soon as possible, hear evidence 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.

- 13.3.4.3 The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.
- 13.3.4.4 Issues arising out of the exercise by the Board and administration of its responsibilities under this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.
- 13.3.4.5 After a hearing and after both parties have an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and recommendations.

13.3.5 Level V

In the event that CSEA or the District is not satisfied with the recommendation or recommendations of the arbitrator, CSEA or the District may appeal the decision in writing within ten (10) days to the Board of Trustees.

The Board alone has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review, the Board of Trustees determined that it is unable to render a final determination on the record, it may reopen for the taking of additional evidence.

13.3.6 Miscellaneous Provisions

- 13.3.6.1 Nothing in this Agreement shall in any way preclude the right of an individual member of the bargaining unit from requesting and having present a representative of the exclusive representative at any level of the grievance procedure. If the grievant chooses not to be represented by the exclusive representative, he/she may have the grievance adjusted without the intervention of the exclusive representative as long as the final adjustment of the grievance is not inconsistent with the terms of this Agreement. However, the District

shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

13.3.7 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.

13.3.7.1 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.

13.3.7.2 All documents, communications and records dealing with the processing of grievances shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

13.3.7.3 All materials involved in the processing of a grievance, including the decisions at each level of the process, shall be kept in a separate grievance file. The employee involved in the grievance may have access to his/her grievance file. An association representative may also have access to the file upon the written approval of the employee involved.

Article 14. Compensation and Benefits

The CSEA Salary Schedule will be increased

14.1 The salary schedule for 2016-17, effective July 1, 2016, shall be as set forth in Appendix A. The salary schedule shall contain seven (7) experience steps.

14.1.1 Each employee shall be placed on the appropriate classification at the time of employment by the Personnel Administrator.

14.1.1.1 New employees with related experience in similar positions shall be granted credit on the salary schedule for each year of such experience not to exceed the 6th step on the appropriate range.

14.1.1.2 Employees promoted from one range to another requiring similar job skills shall be placed on the same step on the new and higher range; i.e., Range 1, Step 3 to Range 4, Step 3. (Any exceptions will be reported to CSEA).

14.1.1.3 Employees changing to a different classification requiring new job skills shall be placed on the salary schedule at a step with a five percent (5%) increase from the prior position, but no to exceed the highest step on the schedule in that range.

14.2 Classification. Should the District create a new classification or reclassify a position, it shall notify CSEA in writing of the classification(s) or reclassification(s). CSEA shall have ten (10) work days from receipt of the notice of the new classification or reclassification to notify the District that it wishes to meet to discuss the designation(s). If CSEA does not so notify the District, the District shall implement the new classification or reclassification.

14.2.1 An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five working days within a fifteen 15-calendar day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification, and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

14.3 The salary schedule shall provide for recognition for years of service in the District (longevity).

14.3.1 Longevity increments will be granted only if the employee receives a satisfactory evaluation. In the event that the employee receives an unsatisfactory evaluation for the year, longevity pay will not be granted for the following fiscal year. Effective March 1, 2010 the monthly longevity increment shall be as follows

8-9 years	\$45/mo
10-12 years	\$65/mo
13-15 years	\$85/mo
16-18 years	\$105/mo
19-21 years	\$135/mo
22-24 years	\$165/mo
25 - + years	\$195/mo

Longevity pay shall be provided to ten-, eleven-, and twelve-month employees at the above monthly rates.

Part-time employees hired after January 1, 1993 shall receive longevity increments as a percentage of the above, based on the percentage of time worked.

14.4 Any full-time (8 hour) employee whose regularly assigned shift begins at 2:00pm shall receive four percent (4%) shift differential. Any full-time (8 hour) employee whose regularly assigned shift begins at 11:00 a.m. shall receive a two percent (2%) shift differential.

14.4.1 Food service employees who successfully pass and retain the food service certification shall receive \$25.00 per month.

14.5 The anniversary date for movement for one experience step to the next higher one shall be as follows:

14.5.1 If the employee's first day of work was before April 1, he or she shall move to the next higher experience step on the next July 1.

14.5.2 If the employee's first day of work was on the after April 1, he or she shall move to the next higher experience step on the next succeeding July 1.

14.6 Benefits

- 14.6.1 California school employees are covered by California Workers Compensation Laws. Employees are insured at school or away from school when engaged in bona fide work for the District.
- 14.6.2 The District shall provide payroll deductions for those employees who elect to contribute and who are qualified to participate in a group income protection plan.
- 14.6.3 Credit Union privileges are available to employees. The District shall provide payroll deduction, if so requested in writing by the employee.
- 14.6.4 The District and the Association shall mutually agree upon health plans to be offered to unit members. The District shall provide the following contributions for current and new employees for medical, dental and vision health care:

- 95% - single party coverage
- 90% - two-party coverage
- 85% - family coverage

- 14.6.4.1 Unit members shall be responsible for the cost of benefit coverage over the District's contribution limit. The District shall have the right to deduct from the pay warrant of unit members their share of the cost of benefits on a monthly basis.
- 14.6.4.2 The District's contribution to medical, dental, and vision plans will be prorated on the basis of FTE status and percent of work year actually worked.
- 14.6.4.3 The District shall pay, based on the percentage of time worked, the premiums for the group medical, dental, or vision care plans for unit members employed at least 50% time or greater, i.e. for a 60% (sixty percent) employee the District would pay 60% of the medical, dental and vision premiums.
- 14.6.4.4 Unit Member Benefit Contributions for July and August

- 16.6.4.4.1 The District agrees to apportion the contribution toward benefit coverage for 10-

month unit members for the months of July and August over the January through June pay warrants.

16.6.4.4.2 The District agrees to apportion the contribution toward benefit coverage for 11-month unit members for the month of July over the January through June pay warrants.

14.6.5 Full-time unit members who are employed by the District prior to February 1, 2010 without a subsequent break in service and whose spouse was covered by District-paid benefits as of September 30, 2010, may opt to receive an annualized cash payout to a Section 125 Plan account (for medical expenses) of up to \$1800 per year (payable in \$150 per month increments) in lieu of continued benefit coverage of the spouse under the District-paid benefit plans, provided, however, that by not covering the unit member's spouse the District receives a benefit cost savings and that the unit member's spouse certifies on an annual basis that he or she has alternate medical coverage.

14.6.5.2 No unit member shall be covered under more than one benefit plan paid by the District. A unit Member with a spouse who is also employed by the District would be covered in the following manner:

14.6.5.2.1 No dependents: Option 1(a)—each may be covered under single party coverage or Option 1(b)—one two party coverage policy.

14.6.5.2.2 One dependent: Option 2(a)—single coverage policy for one employee and two-party coverage for spouse/partner and dependent or Option 2(b)—one family coverage policy.

14.6.5.2.3 Two dependents: Option 3(a) – two party coverage for each employee with one dependent or Option 3(b)--- one family coverage policy.

14.6.5.2.4 Three or more dependents: Option 4 --- one family coverage policy only (includes both employees and dependents).

14.6.5.2.5 Married unit members choosing Options 1(a); 1(b), 2(a), 2(b), 3(b), or 4 are eligible for cash out payments under Section 14.6.5 to one of the employee's Section 125 Accounts as agreed to in writing by both employees.

14.6.6 Resigned Employees

14.6.6.2 Employees resigning from the District with ten (10) or more years of service have the option for receiving a cash payment for sick leave or transferring the sick leave to another agency.

14.6.6.3 If the option for receiving a cash payment is selected, the first sixty (60) days of sick leave would be paid at twenty-five percent (25%) and any additional days at six point four percent (6.4%) of the employee's daily rate at time of resignation. (For eligible employees who are retiring from the District, see Section 8.2.2.1).

14.6.7 Terminated Employees

Any employee terminated by the District would not qualify for any sick leave cash payment.

14.6.8 Split Shift Differential

Unit members who as part of a regular assignment, have a split of two (2) hours or more shall be compensated at a rate of three (3%) percent above the regular salary.

Article 15. Professional Growth

15.1 The District shall recognize for salary schedule credit classified growth activities, which benefit the individual and the school district. Prior approval is required for such credit.

- 15.2 Each employee shall prepare a plan for his/her professional growth. A conference between the employee and the appropriate management employee shall be held to discuss and approve the plan. Conferences shall be held at least annually. The plan shall be kept on file by the supervisor.
- 15.3 Employees who have been denied credit may appeal to the Assistant Superintendent for Human Resources, and to the Classified Employee Professional Growth Appeals Committee, and then to the Superintendent, whose decision shall be final.
- 15.3.1 Employees shall have fourteen (14) days from date of denial by the supervisor to submit a request for reconsideration. In the event the starting date for the challenged course commences prior to a final decision being rendered, the employee may enroll in the course, and if approval is received, shall receive retroactive approval for the course.
- 15.3.2 Membership of the Committee shall include four (4) members, each representing one of the following classification: Buildings and Grounds; Clerical-Secretarial, Transportation/Food Service, and Instructional Aide, to be elected by the membership. The term shall be for one (1) year.
- 15.4 Generally, credit will be granted for courses, workshops, and seminars sponsored by accredited and/or licensed adult education programs, junior colleges, colleges, universities, trade schools, or other private organizations, which are directly related to an employee's job or promotional opportunities within the District. Professional Growth credit will be granted only for previously approved courses in which the unit member receives a grade of "C" or better for courses giving letter grades or Pass in a Pass/Fail course. (See Appendix B)
- 15.4.1 Twenty (20) clock hours of workshops/seminars shall be considered as an equivalent to one (1) semester unit. The policy does not apply to those activities for which compensation of expenses or released time are furnished.
- 15.4.2 For professional growth units earned after January 1, 2017, salary increments in the amount of four hundred dollars (\$400) per year may be earned for each five (5) units of approved work. Part-time employees shall receive growth increments as a percentage of the above, based on the percentage of time worked.

15.4.3 Upon verification of completion of the growth activity, salary increase shall be reflected in the next pay period.

15.4.4 Upon request each classified employee shall receive a copy of his/her credit records. Credit will not be assigned for in-service held during assigned working hours.

15.5 Staff Development Committee

MVWSD and CSEA Chapter 812 agree to form and maintain a classified staff development committee composed of an equal number of District and CSEA unit members who shall meet to develop recommendations for classified staff development activities. The Committee shall consider a variety of staff development options, which may be tailored to specific job classes and/or designed to address District-wide staff development. The Committee shall provide their recommendations to the Superintendent or designee for review of the recommendations and analysis of available funding to support the activities. The District agrees to set aside six thousand dollars (\$6,000) per year or staff development funds to support activities, which are recommended and approved. This amount shall not be carried over from year to year. Additionally, this committee will organize the utilization of late start or early release schedules and individual accommodations focused on promoting and executing the state mandated training for Mandated reporting within the first four weeks of the school year (this training shall not be included in any staff development activity or day).

Article 16. Reclassification

16.1 Purpose of Reclassification

16.1.1 A reclassification is a change in a position where duties and tasks have changed significantly, consistently, and such duties are not described in the current job description. Job descriptions are not intended to be an exhaustive list of all duties, knowledge or abilities associated with the classification, but are intended to accurately reflect the principal job elements. Incumbents may perform any combination of the essential functions of the job. Duties may vary from site to site.

16.1.2 A reclassification may result in an upward or downward change in salary range. It is not designed to provide additional compensation, nor to reward the high quality worker. A reclassification is not the same as merit pay and should not be considered as pay for additional work.

16.2 Reclassification Committee

16.2.1 Within five work days of receiving either individual and/or group reclassification requests on November 1, the District shall notify CSEA that the Reclassification Committee will be convened. The Committee shall be comprised of up to three (3) representatives from CSEA and up to three (3) representatives from the District.

16.2.2 CSEA shall notify the District within ten (10) work days of receiving such notice as to which unit members will be on the Reclassification Committee.

16.2.3 The Reclassification Committee shall have its initial meeting within thirty (30) work days of the notice convening the Committee. At the initial meeting, the Committee shall review the reclassification requests and documentation, mutually agree on up to six (6) individual reclassification requests and/or one group reclassification to consider for that school year and develop a schedule for the consideration and preparation of recommendations to the Assistant Superintendent on each of the requests being considered.

16.2.4 In the event that the Committee cannot reach a consensus on the recommendation concerning a requested reclassification, CSEA and the District may each prepare and forward to the Assistant Superintendent, a proposed recommendation and statement of facts supporting the proposed recommendation.

16.2.5 The Assistant Superintendent shall forward the recommendation of the Reclassification Committee to the Superintendent's Cabinet for consideration of the operational and fiscal implications of any recommended reclassification. Prior to submitting the Committee's recommendations to the Superintendent's Cabinet, the Assistant Superintendent shall prepare and attach an analysis and recommendation of any proposed reclassification.

16.2.6 The Superintendent's Cabinet shall review all requested reclassifications and supporting documentation to determine whether to recommend approval of the requested reclassification by the Board of Trustees.

- 16.2.7 The Board of Trustees shall consider in closed session those reclassification requests that are recommended by the Superintendent's Cabinet. If the reclassification request is approved by the Board of Trustees, the affected employee(s) shall receive the change in salary grade effective the first pay period following the Board approval.
- 16.2.8 Employees who submitted reclassification requests but were not selected for review will be notified in writing of the outcome of their request no later than ten (10) working days after the Reclassification Committee has made their selection.
- 16.2.9 Employees who submitted reclassification requests and were selected for review shall be notified in writing the outcome of their request no later than ten (10) working days following denial by Superintendent's Cabinet to recommend to Board and/or Board approval.

16.3 Individual Reclassification Requests

- 16.3.1 Individual reclassification requests shall be submitted to the Human Resources Department. Detailed guidelines and applications for reclassification requests for classified employees are available on the district website. A maximum of six (6) individual reclassification requests may be considered in any school year.
- 16.3.2 Completed applications for requests for reclassification consideration must be submitted to the Assistant Superintendent no later than November 1 of each year.
- 16.3.3 If an employee feels that the duties he/she currently performs differs significantly from those outlined in the current classification description, the reclassification process is available as an avenue for review. In order to be considered, the employee must be consistently asked to perform tasks not outlined in his/her job.
- 16.3.4 Steps for Individual Reclassification
 - 16.3.4.1 Employee obtains appropriate forms and job description from the Human Resources Department.

Forms are to be returned to Human Resources no later than November 1 of each year (Appendix G)

- 16.3.4.2 Upon completion and return of the employee's forms, the Human Resources Department contacts the immediate supervisor (immediate supervisor is the lowest level supervisor having immediate jurisdiction over the employee) to review the application and provide input regarding job responsibilities.
- 16.3.4.3 The Assistant Superintendent shall review the application for a reclassification for completeness and accuracy and submits it to the Reclassification Committee who will then make a recommendation to the Assistant Superintendent. This recommendation may include a change in salary range and/or a change in the job description.
- 16.3.4.4 The Assistant Superintendent will, after reviewing the Committee's recommendation, prepare an analysis and recommendation. The Assistant Superintendent shall forward the entire reclassification packet including the Committee's recommendation to the Superintendent's Cabinet. The Cabinet reviews the recommendations and the proposed salary range adjustments, if appropriate. If approved by the Superintendent's Cabinet, the reclassification request will be submitted to the Board of Trustees for final approval

16.4 Group Reclassification Requests

- 16.4.1 Either CSEA (the employee organization) and/or the District may submit Group Reclassification requests on the behalf of a group of employees in one classification to the Assistant Superintendent of Human Resources. Applications for group reclassification requests are available on the district intranet. One set of completed forms shall be submitted for any one classification group. One group reclassification request may be considered in any school year. The determination of which group reclassification request that will be considered in any school year shall be the decision of the Reclassification Committee.

- 16.4.2 Group reclassification requests for reclassification consideration must be submitted to the Human Resources Department no later than November 1 of each year.
- 16.4.3 If a group of employees feel that their duties that they are currently perform differs significantly from those outlined in the current classification job description, the reclassification process is available as an avenue for review. In order to be considered, the employees must be consistently asked to perform tasks not outlined in their job.
- 16.4.4 Steps for Group Reclassification
 - 16.4.4.1 The group of employees in one classification obtain appropriate forms and related job description from the Human Resources Department. The group of classified employees shall submit one set of completed application forms to CSEA no later than October 1. CSEA then reviews the documents and determines whether the group reclassification request shall be forwarded to Human Resources for consideration for reclassification no later than November 1 in any school year (Appendix F).
 - 16.4.4.2 Employees who submitted reclassification requests to CSEA but were not selected for submission to Human Resources for consideration will be notified in writing by CSEA of the outcome of their request no later than ten (10) working days after CSEA has made their decision.
 - 16.4.4.3 The District may submit a group reclassification request on the behalf of a group of employees in one classification to the Assistant Superintendent of Human Resources. The District is responsible for the completion of the appropriate application forms for a group reclassification and must submit the request for consideration by November 1 in any school year. Should the group reclassification request not be selected as the one to be considered for that school year, the District is responsible for notification of writing of the outcome of their request no later than ten (10)

after the Reclassification Committee has made their decision.

- 16.4.4.4 Upon the submission of group reclassification forms by CSEA and/or the District, the Human Resources Department shall contact the immediate supervisor (immediate supervisor is the lowest level supervisor having immediate jurisdiction over the employee) to review the application and provide input regarding job responsibilities.
- 16.4.4.5 The Assistant Superintendent shall review the application for a reclassification for completeness and accuracy and submit it to the Reclassification Committee who will then make a recommendation to the Assistant Superintendent. This recommendation may include a change in salary range and/or a change in the job description.
- 16.4.4.6 The Assistant Superintendent will, after reviewing the Committee's recommendation, prepare an analysis and recommendation. The Assistant Superintendent shall forward the entire reclassification packet including the Committee's recommendation to the Superintendent's Cabinet. The Cabinet reviews the recommendations and the proposed salary range adjustments, if appropriate. If approved by the Superintendent's Cabinet, the reclassification request will be submitted to the Board of Trustees for final approval.

Article 17. Effect of Agreement

- 17.1 This agreement shall supersede any rules, regulations, policies or practices of the District that are contrary to or inconsistent with its terms. In the absence of specific provisions in this Agreement, the adoption or modification of rules, regulations, policies, and practices is discretionary with the District, provided, however, that CSEA shall be given the opportunity to consult with the District on any such adoption or modification if it chooses.
- 17.2 If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction or Public Employment Relations Board

(PERB), the remaining provisions of the Agreement shall continue in full force and effect. The parties agree to meet, discuss, and negotiate over the replacement of any provision found to be invalid or unenforceable.

- 17.3 The parties reserve the right to revise or amend this agreement, or any provisions thereof, by mutual consent expressed in a written document signed by both parties.

Article 18. Concerted Activities

- 18.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this agreement, including complains with the request of other labor organizations to engage in such activity.

- 18.2 Both the District and the Association recognize the duty and obligation of both parties to comply with the provisions of this agreement and make every effort toward inducing all employees to do so.

- 18.3 Lockout-During the term of this agreement the District shall not institute a lockout of employees.

Article 19. Management Rights

- 19.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; 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 the staffing pattern, determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum, build, move, modify or close facilities establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out of non-bargaining unit work including continuance of current contracts for services provided by the Santa Clara County Office of Education; enter into joint powers agreements for common provision of services with other districts; hire, classify, assign, evaluate, promote, terminate, and discipline employees.

19.2 The exercise of the powers, rights, authority, duties and responsibilities by the District as set forth, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.

Article 20. Association Rights

20.1 Authorized representatives of the Union (“Union” or “CSEA”) shall be permitted to transact official Union business on District property during non-working hours and in non-work locations designated by the site administrator or supervisor. Representatives of the Union are hereby defined as persons at the “site representative” or “shop steward” level and above. Non working hours are hereby defined as hours before and after the assigned hours of work (assigned hours of work for purposes of this Article include overtime hours), lunch periods, and rest breaks.

20.2 Union representatives shall provide reasonable advance notice to department supervisors and/or site administrators of their intent to visit a school site or other work site and shall provide notice of their arrival at any given work site. Consistent with applicable California law, Union representatives will be permitted entry upon presentation of acceptable identification. Site administrators and supervisors may restrict access if such access unduly interrupts or disrupts school business/activities or reasonably appears that it would interrupt or disrupts school business/activities.

20.3 Consistent with the Educational Employment Relations Act (“EERA”), the District will not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of the employees’ right to engage or not to engage in any CSEA activity.

Consistent with past District practice, the District will provide release time, without pay, for up to two (2) CSEA Chapter delegates to attend the CSEA Annual Conference. Such release time shall not be taken without reasonable prior notice to the delegate’s immediate supervisor.

20.4 While Article 16 of the parties’ collective bargaining agreement is in full force and effect, the Association President or designee will be provided with a maximum of twenty-four (24) hours per fiscal year of release time, without loss of pay, to perform official CSEA business related to the District. The Association President shall provide the District with reasonable advanced notice of his/her use of release time under this section. The Association President’s and Assistant Superintendent’s

regular monthly meetings shall not be counted toward the twenty-four (24) hours.

- 20.5 Within the first 30 days of employment, new classified employees shall be furnished with CSEA's standard packet of information. CSEA will provide the Human Resources Department with an appropriate supply of membership packets. CSEA, Chapter 812 and its parent organization shall indemnify, defend, and hold the District harmless from any and all lawsuits, claims, grievances, or legal proceedings of any kind or character that may arise from distribution of CSEA's standard packet of membership information, regardless of who distributes the packet. By mutual agreement of the parties, CSEA may present orientation and membership information for new bargaining unit employees in conjunction with Staff Development days. Such CSEA presentations shall not exceed thirty (30) minutes and will take place toward the beginning or end of the staff development day, unless otherwise agreed by the parties membership.
- 20.7 The District shall provide one hard copy of the 2016-2019 Agreement to each school site and fifteen (15) copies to the CSEA President or designee (for distribution). The agreement will be available on-line on the District's intranet for all bargaining unit members to access.
- 20.8 The District shall pay bargaining unit members a stipend equal to their straight time hourly rate of pay for service on the following committees that meet outside the unit member's regular workday:
- 20.8.1 CSEA Negotiating Committee;
 - 20.8.2 Special committees with the approval of the Superintendent.

Article 21. Negotiations and Terms

- 21.1 This Agreement shall be effective January 1, 2017 and shall continue in effect without change, addition, or amendment through December 31, 2019. Thereafter, this Agreement shall be automatically renewed or extended from year to year, unless either party serves notice, in writing, to the other party at least ninety (90) days prior to the expiration date of this Agreement, or subsequent anniversary date, of its desire to terminate or amend this Agreement. If a new Agreement is not reached prior to December 31, 2019, or any subsequent anniversary date thereafter, the parties may, by mutual agreement, extend the existing Agreement.

21.2

In the second and third years of this agreement, either party pay reopen negotiations on Article 14 (Compensation and Benefits) plus two (2) additional articles of its choice. During either of the foregoing reopened negotiations, the parties may mutually agree to open negotiations on one or more articles to clarify or correct contract language that is causing or has caused operational problems. Any request to reopen negotiations must be in writing and received by the other party no later than October 1st, in each of the foregoing school years. In the event a request to reopen negotiations is not provided by October 1st, the parties agree that the terms of the collective bargaining agreement shall continue for the remainder of the contract year unchanged.

APPENDICES

- A. Classified Salary Schedule
- B. Professional Growth Authorization Form
- C. Classified Evaluation Form
- D. Classified Vacation Form (no longer in use)*
- E. Classified Personal Necessity Form (no longer in use)*
- F. Reclassification Request Packet – Group
- G. Reclassification Request Packet – Individual

*Vacation and Personal Necessity Form no longer in use because absences are recorded and approved in the Aesop Attendance Program.