

MASTER AGREEMENT

BETWEEN

MANTECA UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

MANTECA CHAPTER 864

JULY 1, 2009 – JUNE 30, 2012

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1 **PREAMBLE**

2 This Agreement is made and entered into this 24th day of August, 2010, by and
3 between the Manteca Unified School District, hereinafter referred to as the District and the
4 California School Employees Association and its Manteca Chapter 864, hereinafter referred
5 to as CSEA.

6
7 **ARTICLE I – RECOGNITION**

8 1. Recognition of Class

9 The District recognizes the Association and its Chapter 864 as the exclusive
10 representative for all school site assistants, except student, short-term or substitute school
11 site assistants.

12 2. Exclusion from Bargaining Unit

13 The bargaining unit shall not include certificated employees, management,
14 supervisory and confidential employees, student, short-term and substitute employees, and
15 all classified employees in CSEA Chapter 50.

16 3. Public School Employees

17 School site assistants are public school employees pursuant to Government Code
18 section 3540 et. seq. Bargaining unit members are not part of the classified service pursuant
19 to Education Code section 45100 et. seq. Part-time playground positions shall not be a part
20 of the classified service, where the employee is not otherwise employed in a classified
21 position. Part-time playground positions shall be considered a part of the classified services
22 when the employee in the position also works in the same school district in a classified
23 position. Other Education Code provisions and District Board Policies related to employees
24 in the classified service do not apply to bargaining unit members. The terms and conditions
25 of employment for bargaining unit members are governed exclusively by the provisions of
26 this Agreement.

1 **ARTICLE II – NO DISCRIMINATION**

2 1. Employee Organization Activity

3 The District shall not discriminate against any bargaining unit member on the basis
4 of membership in an employee organization or participation in the lawful activities of an
5 employee organization.

6 2. Discriminatory Action

7 No bargaining unit member shall be subjected to unlawful discrimination on any
8 subject covered by this contract on the basis of sex, age, physical handicap, race, national
9 origin, or religion.

10
11 **ARTICLE III – ORGANIZATIONAL SECURITY**

12 1. Membership and Dues Deduction

13 a. The parties to this Agreement acknowledge that California School
14 Employees Association (CSEA) has notified the District to implement
15 the provisions of Government Code Section 3546(a), requiring as a
16 condition of employment, the deduction of CSEA dues or fair share
17 service fee from the wages or salary of every bargaining unit member.

18 This Agreement requires a bargaining unit member, as a condition of
19 continued employment, to either join the Association or pay the
20 Association a service fee in an amount not to exceed the standard
21 initiation fee, periodic dues, and general assessments of the organization.

22 b. The Association shall have the sole and exclusive right to receive the
23 payroll deduction for regular membership dues or the fair share service
24 fee.

25 c. The District shall not be obligated to put into effect any new or changed
26 deductions until the pay period commencing thirty (30) days or more
27 after such submission.

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2. Fair Share Service Fee

a. Any new bargaining unit member shall, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of the Association or pay to the Association a service fee. There shall be no charge by the District to the Association for such mandatory agency fee deductions.

3. Religious Objectors

a. The Association has the sole right to verify that a bargaining unit member qualifies for a religious exemption from the obligation to pay fees. Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support CSEA. Such bargaining unit member shall pay sums equal to the service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) or Title 26 of the Internal Revenue Code:

- 1. Give Every Child a Chance
- 2. Boys and Girls Club
- 3. Mary Graham Hall

b. Any bargaining unit member making payments as set forth in Section 3, who requests the grievance or arbitration provisions of this agreement, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

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4. Recordkeeping/Reporting

- a. With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or service fee status in the Association, and indicating any changes in personnel from the list previously furnished. Also, Government Code Section 3546(f) requires employers to provide the exclusive representative with bargaining unit members' home addresses so that the Association can send out required legal notices.
- b. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5. Hold Harmless

- a. The Association agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred, after notice to the Association, in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- b. The Association agrees to reimburse the District, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of the Agreement or the implementation thereof provided the District has complied with the terms of this Article and has promptly notified the Association of its awareness of such action.

- 1 c. The Association shall have the exclusive right to decide and determine
2 whether any such action shall be compromised, resisted, defended, tried
3 or appealed.
4

5 **ARTICLE IV – EVALUATION PROCEDURES/PERSONNEL FILES**

6 1. Evaluation Procedures

7 The District retains the sole responsibility for the evaluation and assessment of the
8 job performance of each bargaining unit member. The content of any evaluation is not
9 subject to the grievance process.

10 2. Probationary Status

11 All bargaining unit members are required to serve a probationary period. The length
12 of the probationary period is shown below. If a bargaining unit member transfers to a
13 different site during the probationary period, a new probationary period shall begin. In no
14 case shall the bargaining unit member's probationary period exceed three (3) additional
15 months.

- 16 a. Upon ratification of this agreement, all bargaining unit members who
17 have had continual employment with the District prior to May 25, 2006,
18 will serve a six (6) month probationary period. These bargaining unit
19 members shall be evaluated by their site administrator after sixty (60)
20 days and five (5) months.

- 21 b. All other bargaining unit members will serve a twelve (12) month
22 probationary period. These bargaining unit members shall be evaluated
23 by their site administrator after six (6) months and eleven (11) months of
24 employment with the District (Exhibit A).
25

1 3. Permanent Bargaining Unit Members

2 Permanent bargaining unit members shall be evaluated by their site administrator at
3 least once each year. Additional evaluations may occur on an as needed basis.

4 4. Evaluation Procedure for Permanent Bargaining Unit Members

5 a. Written evaluations shall be prepared on the form provided on
6 Exhibit A.

7 b. An evaluation of a bargaining unit member shall not be placed in his/her
8 personnel file without an opportunity for discussion between the
9 bargaining unit member and the evaluator. An evaluation shall not be
10 based solely upon hearsay statements.

11 c. Any negative evaluation shall include recommendations for improvement
12 and an offer to assist the bargaining unit member in implementing the
13 recommendations made, as appropriate. The bargaining unit member
14 shall have the right to review and respond to any derogatory evaluation.

15 d. No bargaining unit member shall be formally evaluated by any other
16 classified bargaining unit member (CSEA) or by a member of the
17 certificated bargaining unit (MEA).

18 e. The bargaining unit member must sign the evaluation form. This
19 signature does not indicate whether he/she agrees or disagrees with the
20 evaluator.

21 f. In the event the bargaining unit member disagrees with the evaluation,
22 he/she has the right to submit a written statement and have it attached to
23 the evaluation form within ten (10) days of receipt of the bargaining unit
24 member's evaluation.

25 5. Review Process

26 The bargaining unit member may request a review if evaluation reflects performance
27 which falls below expected standards. The review process shall be through the immediate

1 site supervisor of the evaluator within ten (10) days of receipt of the bargaining unit
2 members request for review. If there is no supervisor of the evaluator at the site or if not
3 resolved at the site level, it shall be reviewed by the Assistant Superintendent or his/her
4 designee. The bargaining unit member may have representation at this review.

5 Such review shall result in one of the following:

- 6 a. Rejection of the evaluation.
- 7 b. Modification of the evaluation.
- 8 c. Acceptance of the evaluation.

9 6. Personnel Files

10 A bargaining unit member shall have the right to examine any material in the
11 bargaining unit member's personnel file. Personnel wishing to review their own records
12 shall:

- 13 a. Make such request to the Personnel Office, in writing.
- 14 b. Review the record in the presence of the Superintendent or his/her
15 designee.
- 16 c. Make no alterations or additions to the record, nor remove any material
17 therefrom.
- 18 d. Sign a log attached to the file indicating date and person reviewing.

19
20 **ARTICLE V – ORGANIZATIONAL RIGHTS**

21 1. Communication

22 CSEA shall have the right to use, without charge, specified bulletin boards,
23 mailboxes, and the use of the District mail and electronic mail (e-mail) system, and other
24 District means of communication for the posting or transmission of information or notices
25 concerning CSEA matters. No long distance telephone calls may be made at District
26 expense.

1 Bargaining unit members shall not use District funds, services, supplies, or
2 equipment to urge the passage or defeat of any ballot measure or candidate including any
3 candidate for election to the Governing Board.

4 2. Facilities

5 CSEA shall have the right to use, without charge, institutional facilities, equipment,
6 and buildings at reasonable times for CSEA business. Any use of equipment does not
7 include the use of supplies required to run the equipment, which must be furnished or
8 reimbursed to the District by CSEA.

9 3. Relevant Information

10 CSEA shall have the right to receive upon request, without charge, copies of any and
11 all non-confidential materials related to wages, hours, or other terms and conditions of
12 employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive
13 representative of bargaining unit members covered by this Agreement.

14 4. Access to Personnel Files

15 CSEA shall have the right to review a bargaining unit member's personnel file and
16 any other records dealing with the bargaining unit member when accompanied by the
17 individual or upon presentation of a written authorization signed by him/her. Reasonable
18 notice shall be given to the Personnel Office.

19 5. Board Agendas

20 The District shall provide CSEA two copies of the non-confidential Board agenda
21 and any non-confidential backup material related thereto, for each Board meeting.

22 6. Distribution of Contract

23 Within thirty (30) days after the execution of this contract, the District shall post the
24 contract on the District website and send five (5) copies of the contract and any written
25 changes agreed to by both parties during the life of this Agreement to each site. In addition,
26 copies of the contract will be available, without charge, at the Personnel Office upon

1 request. Any person who becomes a member of the bargaining unit after the execution of
2 this Agreement shall be provided by the District, without charge, a copy of this Agreement.

3
4 **ARTICLE VI – JOB STEWARDS/REPRESENTATIVES**

5 1. Bargaining Unit Officers

6 a. The District recognizes the need and affirms the right of the bargaining
7 unit to designate a maximum of nine (9) bargaining unit officers. The
8 bargaining unit shall notify the District in writing of the names of these
9 officers no later than February 1 of each year. If a change is made
10 thereafter, the District shall be advised in writing of the name of the new
11 officer.

12 b. The bargaining unit reserves the right to designate a president, vice
13 president, secretary, treasurer, public relations officer, past president,
14 sergeant-at-arms, parliamentarian, and political action chair for the
15 purpose of this section.

16 2. Job Stewards/Representatives

17 The District recognizes the need and affirms the right of the bargaining unit to
18 designate a maximum of two (2) Job Stewards/Representatives per school site. It is agreed
19 that the bargaining unit in appointing such Job Stewards/Representatives does so for the
20 purpose of promoting an effective relationship between the District and employees by
21 helping to settle problems at the lowest level. Each school shall be considered a site. The
22 bargaining unit shall notify the District in writing of Job Stewards/Representatives not later
23 than February 1 of each year. If a change is made thereafter, the District shall be advised in
24 writing of the name of the Job Steward/Representative.

25 3. Release Time

26 The bargaining unit representatives (Bargaining Unit Officers and Job
27 Stewards/Representatives) listed above shall be entitled to a reasonable amount of release

1 time to process grievances without loss of compensation of benefits. This time shall not
2 exceed ten (10) hours per month per site for the entire unit unless prior approval has been
3 granted by the Assistant Superintendent. Negotiations, scheduled grievance meetings above
4 Level 1, meetings held outside work hours, and approved conferences/trainings shall not be
5 considered as release time for the purpose of this section. To minimize release time,
6 representatives shall make every effort to schedule meetings with employees outside
7 established work hours or during employee's designated rest periods, breaks, or lunch
8 periods. Should release time be necessary, the bargaining unit member's supervisor shall be
9 given one (1) day of advanced notice.

10 4. Other Bargaining Unit Business

11 a. Request for Release Time

12 Bargaining unit members who request release time to attend conferences
13 and trainings sponsored by the bargaining unit must submit a written
14 request. This request should normally be received five (5) days in
15 advance of such activity. This request shall be submitted to the Assistant
16 Superintendent or his/her designee for consideration. The Assistant
17 Superintendent or his/her designee is responsible for contacting the
18 employee's supervisor regarding this request to determine if an adequate
19 level of service can be maintained in the absence of the employee.

20 b. Negotiating Committee

21 The bargaining unit shall submit a list of members who will be serving on
22 the negotiating committee by February 1 of each year. This list shall
23 consist of three (3) negotiating team members. Additional bargaining
24 team members may be invited to negotiation sessions with mutual
25 consent of the District and the bargaining team.
26

1 5. Management Rights

2 With regard to this provision, the District shall consult with the Association and
3 consider the amount of release time to be granted and adjust its allotment based on relevant
4 factors such as the number of hours involved in the activity at issue and the number of
5 employee organization representatives necessary for the activity to be carried on in an
6 effective manner.

7
8 ARTICLE VII – HOURS AND OVERTIME

9 1. Work Calendar

10 Annually, permanent bargaining unit members will be assigned the same number of
11 hours or a number of hours no less than an amount that reflects a one half hour reduction
12 for which they were employed at the beginning of the previous year with the following
13 exceptions:

- 14 a. If the time allotted for bargaining unit members at the site is reduced, the
15 bargaining unit members affected will have the option of voluntarily
16 reducing their number of hours or transferring to a vacancy in the
17 District with the same number of hours. The site administrator will
18 reduce these hours based on site-level seniority.
- 19 b. If time allotted for the bargaining unit member at the site is increased,
20 current permanent bargaining unit members at that site will be given first
21 consideration during the hiring process.

22 2. Workday

23 The length of the workday shall be designated by the District for each bargaining
24 unit member in accordance with this Agreement. Each bargaining unit member shall be
25 assigned a fixed number of hours per day. The site administrator will establish the number
26 of hours for both regular days and reduced days.

1 3. Lunch Periods

2 A bargaining unit member who works more than four (4) hours per day shall be
3 entitled to an unpaid, duty-free meal period of not less than one-half (1/2) hour. This
4 section shall not apply to bargaining unit members who work four (4) hours per day or less,
5 or who are assigned to a split shift. This period shall not be used to lengthen the lunch
6 period, shorten the workday, or make up for lost time.

7 4. Rest Periods

8 Bargaining unit members shall be entitled to an equivalent of a fifteen (15) minute
9 rest period for each consecutive four (4) hour working period. The immediate supervisor
10 shall determine the number of bargaining unit members to be off at one time. This period
11 shall not be used to lengthen the lunch period, shorten the workday, or make up for lost
12 time.

13 5. Overtime

14 All time worked in excess of eight (8) hours per day or forty (40) hours per week
15 shall be compensated at a rate equal to one and one-half times the regular rate of pay.

16
17 **ARTICLE VIII – SALARY**

18 1. Total Compensation

19 Total compensation shall be increased for each year as noted over the prior school
20 year as shown below:

<u>School Year</u>	<u>Percentage of Increase</u>
2007-2008	Salary increase of 4.53% retroactive to July 1, 2007 (New salary \$9.90 per hour)
2008-2009	See Below

1 The school site assistant total compensation will increase for the 2008-09 school year
2 by the change in funded Base Revenue Limit per ADA from 2007-2008 to 2008-2009 times
3 the salary and fringes of bargaining unit members divided by the total budget.

4 In addition, the District agrees in the event the District receives any one time
5 unrestricted funds for the 2008-2009 school years to meet and negotiate CSEA's fair share.

6 2. Payroll Error

7 Whenever it is determined that an error has been made in the calculation or
8 reporting in any bargaining unit member's payroll or in the payment of any bargaining unit
9 member's salary, the Senior Director of Business Services or his/her designee shall, within
10 five (5) workdays following such determination, provide him/her with a statement of the
11 correction and a supplemental payment drawn against any available funds.

12 3. Lost Checks

13 Any paycheck for a bargaining unit member which is lost after receipt or which is
14 not delivered within five (5) days of mailing (if mailed), shall be replaced not later than five
15 (5) working days after the bargaining unit member provides notice to the Payroll
16 Department for a replacement check.

17
18 **ARTICLE IX – BARGAINING UNIT MEMBER EXPENSES AND MATERIALS**

19 Employees shall wear District provided uniforms and/or District provided picture
20 identification badges on a daily basis. The uniform shall be kept clean and appropriately
21 maintained by the employee. The uniform and identification badge shall be clearly visible to
22 identify the individual as a District employee.

23 1. Uniforms

24 The District shall provide permanent and probationary employees a safety vest
25 which is to be visibly worn during their work shift. Safety vests to meet or exceed District
26 standards, shall be provided.

1 2. Safety Equipment

2 Should the District determine the employment duties of a bargaining unit member
3 require the use of any equipment or gear to insure the safety of the bargaining unit member
4 or others, the District agrees to furnish such equipment or gear. Equipment or gear, to meet
5 or exceed District standards, shall be provided.

6 3. Replacing or Repairing a Bargaining Unit Member's Property

7 The District shall provide for the payment of the cost of replacing or repairing
8 property of a bargaining unit member such as eye glasses, hearing aids, dentures, watches
9 and articles of clothing (hosiery excluded) reasonably worn or carried by a bargaining unit
10 member if such property is damaged in the line of duty without fault of the bargaining unit
11 member. Such payment shall relieve the District of further obligation. This obligation
12 applies only to the extent the loss is not reimbursed or reimbursable from some other
13 source, including the bargaining unit member's own insurance.

14

15 **ARTICLE X – HOLIDAYS**

16 1. Scheduled Holidays

17 The District agrees to provide all bargaining unit members with the following paid
18 holidays:

19 2007-08 School Year

20 Thanksgiving Day (Thursday proclaimed by the President)

21 Friday following Thanksgiving Day

22 Christmas Day

23 2008-09 School Year

24 New Year's Day

25 Spring Vacation (Friday)

26 Memorial Day (Last Monday in May)

27 Labor Day (First Monday in September)

1 Thanksgiving Day (Thursday proclaimed by the President)

2 Friday following Thanksgiving Day

3 Christmas Day

4 2. Holiday Eligibility

5 All bargaining unit members shall be entitled to the holidays listed above, provided
6 they are in a paid status during any portion of the working day of their normal assignment
7 immediately preceding or succeeding the holiday.

8 3. Holidays on Saturday or Sunday

9 When a holiday falls on a Saturday, the preceding workday not a holiday shall be
10 deemed to be that holiday. When a holiday falls on a Sunday, the following day not a
11 holiday shall be deemed to be that holiday.

12
13 **ARTICLE XI – LEAVES**

14 1. General Provisions

15 a. Bargaining unit members shall be expected, except in emergencies or
16 situations beyond the control of the bargaining unit member, to give
17 advance notice of absence due to illness, injury or quarantine, so that
18 substitute arrangements may be made and/or that the bargaining unit
19 member's duties can be adequately covered.

20 b. All leaves, except for those set forth in paragraph 2, below (Bereavement
21 Leave) shall be unpaid.

22 c. A bargaining unit member taking leave shall notify his/her site principal
23 or designee, as soon as known, but not later than ninety (90) minutes,
24 prior to the beginning of the workday, except in cases of sudden illness
25 or emergency. Effective July 1, 2008, bargaining unit members must also
26 notify the District's automated system. The notice shall include an
27 estimate of the expected duration of the absence.

- 1 d. For absences of six (6) consecutive workdays or more, a medical
2 practitioner's statement verifying illness or injury must be provided to the
3 Assistant Superintendent or his/her designee.
- 4 e. Upon return to active service, the bargaining unit member shall complete
5 the District absence report form and submit it to his/her immediate
6 supervisor.
- 7 f. If there is reasonable basis to suspect abuse, the bargaining unit member
8 shall provide, upon request from the District in writing, additional
9 verification of the use of these leave provisions.
- 10 g. No absence under any leave provision of this article shall be considered
11 as a break in service.
- 12 h. A bargaining unit member in paid status shall continue to accrue all
13 benefits under the provisions of this Agreement during such absence.

14 2. Bereavement Leave (Effective July 1, 2008)

15 A bargaining unit member shall be granted necessary leave of absence, with pay,
16 normally not to exceed three (3) days, or five (5) days if travel of over two hundred and fifty
17 (250) miles one way is required, on account of death of any member of his/her immediate
18 family. "Immediate family" means mother, father, grandfather, grandmother, or grandchild
19 of a bargaining unit member or of the spouse of a bargaining unit member; and the spouse,
20 son, son-in-law, daughter, daughter-in-law, brother, or sister of a bargaining unit member or
21 of the spouse of a bargaining unit member; or stepmother, stepfather, stepson, stepdaughter,
22 foster mother, foster father, foster son, or foster daughter, or any relative living in the
23 immediate household of a bargaining unit member.

24 3. Family Care and Medical Leave

25 Any employee who has served the District more than twelve (12) months and who
26 has at least 1,250 hours of service with the District during the previous 12-month period,
27 shall be eligible to take up to twelve (12) weeks of unpaid family care or medical leave under

1 the provisions of state and federal law (29 U.S.C. 2611 et. seq.; Government Code 12945.2
2 et. seq., and related state and federal regulations) and Board Policy 4161.8.

3 Leave under this paragraph may be taken for the following reasons:

- 4 a. Because of the birth of the employee's child, and in order to take care for
5 the child.
- 6 b. Because of the placement of a child with the employees for foster care or
7 in connection with the employee's adoption of the child.
- 8 c. To care for the employee's child, parent, or spouse with a serious health
9 condition.
- 10 d. Because of the employee's own serious health condition that makes the
11 employees unable to perform the functions of his/her position.

12 4. Other Leave Provisions

- 13 a. When a bargaining unit member is absent from his/her duties on account
14 of illness or injury for a period of fifty (50) consecutive workdays or
15 more, he/she shall be placed on a reemployment list for a period of
16 twelve (12) months.
- 17 b. A bargaining unit member who has been placed on a reemployment list,
18 who has been medically released for return to duty and who fails to
19 accept an assignment with substantially equivalent hours, shall be
20 dismissed.

21
22 **ARTICLE XII – TRANSFERS**

23 1. Definitions

- 24 a. "Employee Initiated Transfer" is a transfer to a position which is
25 requested by the employee ("voluntary").
- 26 b. "District Initiated Transfer" is a transfer to a position which is originated
27 by the District ("involuntary").

1 c. "Permanent Bargaining Unit Member" means an employee who has
2 completed his/her probationary period with the District.

3 d. "Work Day" is any day on which the District Administration Office is
4 open for business.

5 2. Employee-Initiated Transfer/Voluntary Transfer

6 a. A permanent bargaining unit member may request a transfer when a
7 vacancy with the same or less number of hours occurs by applying
8 through the District's application system.

9 3. District-Initiated Transfer/Involuntary Transfer

10 a. The Superintendent or his/her designee may initiate an involuntary
11 transfer. A District-initiated transfer shall be considered and based upon
12 the best interest of the District.

13 b. Whenever possible, the District will notify the employee five (5) working
14 days prior to the effective date of the District-initiated transfer. At the
15 employee's request, the District shall provide a reason for the involuntary
16 transfer.

17 4. Posting of Notices

18 a. When the District determines that any vacancy exists within the
19 bargaining unit, such vacancy shall be posted on the District website and
20 at all school sites for a minimum of five (5) working days, during which
21 time employees may file an application for the vacancy. Filing means
22 submission of the application to the Personnel Office before the posted
23 deadline.

24 b. The District's website address will be made available to all bargaining unit
25 members. Employees must make themselves available for the scheduled
26 interview in order to be considered for the vacancy.

27

