

AGREEMENT BETWEEN
SHORELINE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION
SHORELINE UNIFIED CHAPTER #304

CONTRACT PERIOD

July 1, 2018 through June 30, 2021

(Reflects all changes through June 30, 2019)

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ARTICLE I
AGREEMENT AND RECOGNITION

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") between the Shoreline Unified School District ("District") and California School Employees Association and its Shoreline Unified Chapter No. 304 ("CSEA").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 The District recognizes CSEA as the exclusive representative for all employees of the designated classified unit with the following exceptions: All management, supervisory, confidential, substitute, professional and short term employees.
- 1.4 When used hereinafter, the word "employee" shall mean employees within the designated unit which consists of those positions in Exhibit A.

ARTICLE II
MANAGEMENT RIGHTS

- 2.1 The District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement is retained except for those which are specifically modified within this agreement.

ARTICLE III
ASSOCIATION RIGHTS

- 3.1 The District agrees to recognize the right of the Association to function in accordance with provisions of Government Code sections 3540 and 3543.1 such as right of reasonable access to personnel files and to employees in the work area, use of District dissemination system and facilities, and annual seniority roster.
- 3.2 The District shall post a copy of the agreement on its website within thirty (30) days or within a mutually agreed time after the signing of this agreement. The District shall provide without charge a copy of this agreement to any employee in the bargaining unit upon written request. Any employee who becomes a member of the bargaining unit after the execution of the agreement shall be provided with a copy of this agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge a copy of any written changes agreed to by the parties to this agreement during the life of this agreement upon request.
- 3.3 The District shall provide reasonable release time to a reasonable number of representatives of the Association without loss of compensation when meeting and negotiating with the District.
- 3.4 The Association President and/or designee may be granted reasonable release time for conducting Association business.
- 3.5 A list of current employees shall be provided by the District upon request by CSEA. His/her address shall also be given unless the employee has authorized the District, in writing, to withhold it.
- 3.6 CSEA shall provide informational material about the organization to be distributed to new employees by the District Office.
- 3.7 CSEA shall have the right to conduct quarterly orientation sessions on this agreement and the rights and privileges of employees in the work site for bargaining unit employees during regular working hours at a time established by mutual agreement between CSEA and the District. These orientation sessions will be held jointly with the District when appropriate.
- 3.8 CSEA has the right to conduct a ratification session on this agreement for bargaining unit employees during regular working hours.

ARTICLE IV
ORGANIZATIONAL SECURITY

4.1 No employee shall be obligated to pay dues to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

4.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

4.1.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

4.1.3 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

4.1.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such an employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

4.1.4.1 The Marin Chapter of the United Way

4.1.4.2 Marin County Shelter for Battered Women

4.1.4.3 Make a Wish Foundation

4.1.5 Any employee claiming this religious exemption must file a written request for exemption with CSEA, Legal Department, San Jose, CA. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.

4.2 Dues Deductions

4.2.1 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.

- 4.2.2 In accordance with the CSEA dues schedule, the employer shall deduct dues from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to CSEA. Such authorizations shall remain in effect until expressly revoked in writing by the employee and submitted to CSEA.
- 4.2.3 The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted from the wages of employees.
- 4.2.4 Along with each monthly payment to CSEA, the employer shall, without charges, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status, annual salary, and indicating the amount deducted.
- 4.2.5 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 4.2.6 The employer shall immediately notify the CSEA chapter treasurer if any employee in the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 4.2.7 The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorizations form shall not be required for such deductions.
- 4.2.8 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

4.3 Hold Harmless

- 4.3.1 CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.
- 4.3.2 CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of the Article and has promptly notified CSEA of its awareness of such an action.
- 4.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended tried or appealed.

ARTICLE V
NEGOTIATING PROCEDURES

- 5.1 As part of this Agreement, the District and CSEA agree to continue to meet and pledge to enter into ongoing and comprehensive dialogue to establish a collaborative bargaining model which will:
 - 5.1.1 Establish a broad based District-wide committee composed of administrators, board members and classified personnel.
 - 5.1.2 Develop a concept which will provide a consistent share of each year's budget for salary and benefit increases.
 - 5.1.3 Identify issues, identify interests on each issue, i.e., binding arbitration, Medicare, retirement benefits, etc., identify common interests, develop options, decide upon options based on objective criteria and recommend settlements on a basis of mutual gain.

ARTICLE VI
HOURS OF EMPLOYMENT

- 6.1 The work week for a full-time employee shall consist of five (5) consecutive days, eight (8) hours per day, exclusive of the daily lunch period, and forty (40) hours per week, Monday through Friday. Nothing in this contract shall restrict the ability of management to extend the hours of the regular workday or work week on an overtime basis when such is deemed necessary by the Management. Exception to the above may occur to enable the accomplishment of District work on a Tuesday through Saturday schedule if agreed to by the employee involved and the District. Such exceptions will not affect the eight (8) hour workday or forty (40) hour work week and the overtime provisions of this Article shall likewise not be affected in their application.
- 6.2 The working hours of part-time employees shall be scheduled to fall within a consecutive five-day (5) period, whenever practicable.
- 6.3 The arrival and departure time for each employee shall be determined by management. Changes of less than one-half (1/2) hour shall be at the discretion of management. Change of thirty-one (31) minutes or more shall be subject to mutual agreement between management and employee and shall require written notification to the employee(s) and the President of CSEA ten (10) calendar days prior to the proposed change. The employee may request in writing to meet with the appropriate administrator and his/her CSEA representative to discuss the proposed shift change and implementation date. The request for a meeting may result in an extension of up to twenty (20) calendar days of the implementation date.
- 6.4 There will be the equivalent of fifteen (15) minute paid, duty-free rest break at approximately the middle of each four (4) hour work period. For the part-time employee whose working assignment is only three (3) hours, there shall be the equivalent of a ten (10) minute paid rest break. There will be a minimum of one-half (1/2) hour unpaid, duty free lunch period after the employee has been on duty for four (4) hours which is scheduled for all full-time employees at or about the midpoint of the workday. Exceptions are subject to mutual agreement between supervisor and employee.
- 6.5 Any reduction in assigned time shall be considered a layoff in accordance with Education Code sections 45114, 45115, 45298 and 45308.
- 6.6 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of the regular part time assignment for twenty (20) consecutive days shall have the assignment adjusted upward to reflect the longer hours, effective with the next pay period, during the period of the increased assignment.
- 6.7 When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to qualified employees in the appropriate class and if there is more than one (1) application for the position and the qualifications of the applicants are relatively equal, and then the applicant with the greatest seniority shall receive the appointment.

6.8 Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Lay-off:

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 as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked in accordance with their seniority.

- 6.9 Overtime: Overtime must be authorized by the Superintendent or designee. Overtime is defined as any time required by Management to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) work week, or in excess of any five (5) consecutive days. The authorization must be given in advance of the time worked whenever practicable.
- 6.10 Any employee may be requested by management to work in excess of the regular established working hours. This extra work may be requested on any day, including Saturdays, Sundays, and holidays. The employee may refuse the request except in the case of emergencies that interrupt the District's normal routine, unless the emergency also affects the employee's major life activities or ability to report to duty.
- 6.11 All hours worked on the sixth (6) and seventh (7) consecutive day or work up to eight (8) hours shall be compensated at one and one-half (1 ½) the regular rate of pay. All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive days shall be compensated at double the regular rate of pay. Eligible employees are in paid status on holidays and shall be paid their regular rate of pay for the day plus one and one-half (1 ½) times their regular pay rate for a total of two and one-half (2 ½) times regular rate.
- 6.12 For call-in or call-back, employees will receive a minimum of two (2) hours paid time irrespective of the time actually worked. Part-time employees will be compensated at their regular rate of pay up to an eight (8) hour day equivalent. Time beyond eight (8) hours will be paid at one and one-half (1 ½) times the employee's regular rate of pay. Part-time employees may refuse the call-in or call-back request except in the case of emergencies that interrupt the District's normal routine, unless the emergency also affects the employee's major life activities or ability to report to duty.
- 6.13 Compensation for overtime will be paid in wages or in compensatory time off as determined by Management. Scheduling of compensatory time off will be at the employee's discretion, and with the approval of Management. Compensatory time off will be computed using the same definition of overtime as in Article 6.9 and must be taken within a twelve (12) month period in which it was earned. If not taken by the end of the twelve (12) month period, the employee shall be compensated in wages. Overtime wages will be computed at one and one-half (1 ½) times the normal rate of pay.
- 6.14 Overtime and/or extra time will be offered to interested employees within the same classification at the same site by order of seniority and shall be rotated among all interested employees as equally as practical.

6.15 Transportation/Field Trips

The parties continue to be mutually interested in revising field trip language, which will be captured in a future Memorandum of Understanding that will be incorporated into the contract.

6.15.0.1 At the beginning of each school year drivers will choose routes by seniority.

6.15.0.2 Extra Time. When available, extra time will be offered to interested drivers by order of seniority, and shall be rotated among all interested drivers as equally as practical.

6.15.0.3 Field Trip Assignments - All field trips shall be rotated as equally as possible among all bus drivers, according to seniority. It is the intent of this procedure to have all drivers as experienced and skilled as possible so as to maintain an "unrestricted" status.

6.15.0.4 Furthermore, it is the intent to ensure the equal distribution of extra time and field trips within budgetary constraints. The goal of "equal rotation" shall be done on an annual basis so that at the end of the school year the "total" trip hours shall be as equal as possible among all drivers on rotation.

6.15.1 Eligibility Requirements

6.15.1.1 Drivers will receive a department rating of "unrestricted" or "restricted" depending on their skill and experience in driving in different types of geographic terrain and different types of buses.

6.15.1.2 All trips will be designated whether they can be assigned to an "unrestricted" or "restricted" driver. The purpose of this provision is to ensure the highest degree of safety.

6.15.1.3 The District shall provide adequate in-service and on the job training to all interested "restricted" bus drivers so that they may gain experience to become an "unrestricted" bus driver.

6.15.1.4 New employees will be excluded from field trip rotation during the six (6) month probationary period, except that a new driver may be included with the approval of the Director of Transportation. Training will be provided during the probationary period to qualify employees to take extra duty assignments on the completion of probation.

6.15.2 Division of Trips: All trips will be divided into three (3) categories: 1.) Day Trips; 2.) Athletic Trips (weekday); 3.) Athletic Trips (weekend).

- 6.15.2.1 Day trips will be separated by three (3) geographic areas:
1.) Tomales; 2.) West Marin; 3.) Bodega Bay.
1. Part-time (less than eight (8) hr/day bus drivers at each of the three (3) geographic areas are eligible for day trips within their area only.
- 6.15.2.2 Weekday athletic trips will be selected by part-time bus drivers at the Tomales site only. Except that part-time bus driver at the West Marin and Bodega Bay site may select trips that can be completed within the ten (10) hour driving/sixteen (16) hour work period restriction (including completing the regular a.m. driving assignment).
- 6.15.2.3 Weekend athletic trips (or weekend trips) will be selected by full time (eight (8) hr/day District employee) bus drivers, part time West Marin and part-time Bodega Bay bus drivers only.
- 6.15.2.4 If drivers in a certain area cannot cover all trips then drivers from other areas will be assigned trips.
- 6.15.3 Trip Rotation Board:
- 6.15.3.1 All drivers interested in taking field trips shall have their name listed on the trip rotation board.
- 6.15.3.2 Drivers on the trip rotation board shall be listed in order of department hire date seniority with the most senior driver listed first.
- 6.15.3.3 At the beginning of each week, drivers shall, according to seniority, select which trips they will drive (refer to 6.15.1 and 6.15.2) during the following week.
- 6.15.3.4 A tally shall be recorded on the rotation board indicating the number of hours each driver has driven on trips. A tally shall also be recorded of the hours offered but not driven. Finally, a tally of total hours shall be recorded. This column shall be the sum of the first two columns and shall be referred to in measuring the "equal rotation". The driver(s) with the lowest amount of accumulated trip hours will have priority for the next week's trips.
- 6.15.3.5 Trips scheduled late shall be posted as soon as they are made and shall be assigned to bus drivers on a "can-do" basis in order of seniority. This shall be done in such a way as to maintain the equal distribution of hours referred to in 6.15.3.4.

- 6.15.3.6 In the event a trip is cancelled or rescheduled, the driver will not be charged on the rotation board and will be assigned to the next available trip (refer to 6.15.1 and 6.15.2).
- 6.15.3.7 Copies of the trip posting shall be on a board at the Transportation Department as well as at West Marin and Bodega Bay sites. It is the responsibility of the Transportation Supervisor to keep all posting requirements updated and current.
- 6.15.3.8 Eligibility for extra-duty assignments may be modified by the Director of Transportation pursuant to unanticipated emergencies and/or documented evidence of unsatisfactory performance.
- 6.15.3.9 A driver shall not be charged on the rotation board when canceling a trip due to personal necessity (Article 12.5, excluding personal compelling necessity - 12.5.1.6), required absence (Article 12.9.3), or CSEA business (Articles 3.3 and 3.4), and will have priority of the next week's available trips.
- 6.15.4 Emergencies That Could Modify Eligibility:
 - 6.15.4.1 Substance abuse
 - 6.15.4.2 Physical impairment (illness, injury or condition that would interfere with driver performance).
- 6.15.5 Process for Determining Performance Related Restrictions:
 - 6.15.5.1 Determination and documentation of performance related problem by Director of Transportation.
 - 6.15.5.2 Discussion of problem and suggested solutions (Director of Transportation and driver).
 - 6.15.5.3 Re-training as necessary to correct problem.
 - 6.15.5.4 Eligibility determination by Director of Transportation (continued training will be provided as necessary and reasonable to correct the problem and restore eligibility).

6.15.6 Miscellaneous Provisions:

6.15.6.1 The District shall at the commencement of this Agreement, write all principals and athletic coaches with a request that trips should be scheduled with transportation at least two (2) weeks in advance.

6.15.6.2 CSEA and the District agree to review this procedure at the completion of one (1) year from the date of implementation. Changes shall be subject to negotiations.

6.16 Standby Time: All standby time shall be considered as paid hours worked and shall be compensated on the appropriate straight time or overtime basis.

6.17 Summer School

6.17.1 When a position is available when school is not in session, qualified Bargaining Unit members employed less than twelve (12) months per year who apply for the position shall have first opportunity to fill such position.

6.17.2 An employee who accepts a summer school assignment shall receive, on a prorated basis, no less than the compensation and benefits (sick leave, vacation, and holidays) applicable to that classification during the regular academic year.

6.17.3 Announcements of positions available will be posted at each site for not less than five (5) days prior to being filled.

6.18 Job Sharing-CSEA

6.18.1 Job sharing is a plan whereby two (2) people share equally the hours and responsibilities for one (1) FTE position.

6.18.2 Mutual agreement between the employees, the immediate supervisor, CSEA and the Superintendent or designee, is required before a job sharing agreement can be implemented. The CSEA Chapter President will receive timely notice of all requested job shares prior to any agreement being reached. The Board will make the final determination as to if the job share agreement will be approved. The approval will be made at a public Board meeting and must be requested annually.

6.18.3 If one (1) of the employees who is requesting the job share currently holds all hours to the position that employee shall be designated as the primary partner of the position. If neither employee currently holds any hours of the position then the employee who has the most seniority in the position shall be designated as the primary partner.

6.18.4 The District shall not be required to bear any additional expense as a result of job sharing.

- 6.18.5 Salaries of participants, along with all other fringe benefits, will be paid on a proportional basis.
- 6.18.6 The District shall fund health and welfare benefits on a pro rata basis.
- 6.18.7 A job sharing situation can be terminated by the District if there is just cause for such termination. The job sharing participants affected by such termination shall be given a written statement of the reasons for the termination. Upon termination of the job sharing arrangement by the District, the job sharing participants affected shall revert back to the full or part-time positions held prior to beginning such job share. If the position has been filled by another employee who has more seniority than the reverting job share participant, the reverting job share participant will be provided an alternative assignment without loss of hours or pay. If the position has been filled by an employee with less seniority, the District will either lay off the less senior employee or offer an alternate placement without loss of hours or pay. Such layoff will be subject to all provisions contained in this collective bargaining agreement and the California Education Code.
- 6.18.8 With the District/Board approval, an employee may withdraw from job sharing. In the event approval is denied, the employee may apply for transfer to another position in accordance with the transfer section of this collective bargaining agreement.
- 6.18.9 If one of the participants in the job sharing program resigns, goes on leave or returns to full-time employment, the position being shared shall be offered to the remaining participant. The participant who has not resigned, gone on leave or transferred, shall have the option of accepting the position, resigning the position, or searching for another job share person, or shall be offered an alternative placement without loss of hours or pay in accordance with 6.18.7 above.
- 6.18.10 No classification within the bargaining unit shall unreasonably be excluded from the job sharing program.
- 6.18.11 Both individuals shall accrue seniority.
- 6.19 Reclassification
- 6.19.1 Definition: "Reclassification" means the upgrading of an employee to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Workload increase will not be considered as a basis for reclassification.

- 6.19.2 Request for Reclassification: An employee of the District is entitled to request that a position be reclassified. The employee(s) or employer/supervisor(s) requesting the reclassification shall present his/her/their facts in writing to the employee's supervisor using the Reclassification Form (Exhibit J) with any substantiating evidence. Application requests must be completed and submitted by October 1st for Fall consideration and March 1st for Spring consideration. The supervisor shall transmit the request to the Superintendent with a recommendation for approval or disapproval within fifteen (15) working days of the request and will provide a copy to CSEA. The parties have revised the reclassification form, which will be incorporated into the contract as (Exhibit J).
- 6.19.3 Reclassification Committee: A labor/management reclassification committee shall consist of one (1) management representative and one (1) mutually agreed upon neutral. The neutral representative will not be required if the management and association representatives agree with the resolution of the request. The committee will convene by December 1st for all Fall submissions, and May 1st for Spring submissions. If there are requests for greater than five (5) individuals in the same classification being considered for reclassification, then the process will be forwarded to the formal negotiations process, except in cases when there are fewer than five (5) individuals in the classification. In that case, if a majority of the employees in the classification request reclassification, then the process will be forwarded to the formal negotiations process. If the committee determines that a reclassification is justified, the salary adjustment and/or title change will be effective retroactive to the date of the submission of the request, but no greater than three months prior to approval by the Board of Trustees. Final approval rests with the Board of Trustees.
- 6.19.4 Reclassification Salary: Upon reclassification of an employee, the employer shall be assigned to a range at least one range higher than the former range. The employee in the reclassified position(s) shall be placed on the step in the new range that reflects not less than a five percent increase. Reclassifications shall not change an employee's date of hire (seniority date).

ARTICLE VII
LAYOFF

- 7.1 A layoff for the purpose of the Article shall be considered as an involuntary separation of a permanent or probationary classified employee from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or when reemployment, reassignment or displacement (bumping) rights of an employee cause such an action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article. Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs:
- 7.1.1 The employee who has been employed the shortest time in the classification plus higher classification shall be laid off first.
- 7.1.2 All seniority will be determined by date of hire. An employee who has been employed in several classifications will receive seniority based on date of hire into each classification.
- 7.1.3 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire-date seniority with the employee hired first being retained and if that is equal, then the determination shall be made by lot.
- 7.2 When a layoff of classified employees is anticipated by the administration and at least seventy-two (72) hours before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing by District mail of the proposed action. With such notification, the District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or eliminated and, for information only, any agenda documents provided to the Board supporting the need for layoff. Upon written request, the District shall meet with CSEA to discuss the proposed layoff and negotiate on the impact of such layoff. It shall be the responsibility of CSEA to designate the specific impact issues within the scope of bargaining.
- 7.3 Employees may challenge their place on the seniority roster by making objections to the Superintendent or designee who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s). Such challenge shall take place within ten (10) work days from the date the seniority list is sent to the employee(s). For purposes of this Article, a workday is a day when the District Office is open for business.

- 7.4 After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to affected employee(s), to their last address given to the District, no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Superintendent or designee may be scheduled during normal working hours, if requested by the employee at a time mutually agreeable to both parties. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter or designee:

Such notice shall indicate the layoff date and inform the employee of his/her displacement rights, if any, and re-employment rights.

7.5 Displacement ("Bumping" Rights)

A permanent or probationary classified employee who is laid off from classification and who has previous service in an equal (same salary range) or lower classification shall have the right to displace (bump) an employee with less seniority in that classification. Seniority, for the purpose of bumping, 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 classification(s). In order to exercise his/her bumping rights, the employee must notify the District within five (5) workdays of receipt of the layoff notice. An employee who exercises his or her bumping rights may be subject to the conditions in Article 11.6.

- 7.6 A permanent or probationary employee who has been laid off for lack of work or lack of funds and who has no 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. Such employee shall maintain his/her reemployment rights as defined in this Article.

7.7 Substitute or Short-Term Employees

No regular employee shall be laid off from any position while employees serving in a substitute or short-term capacity in positions of the same classification are retained unless the employee to be laid off declines the substitute or short-term assignment.

7.8 Reemployment Rights

Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.

- 7.9 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be at the employee's option returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and retained for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

- 7.10 An employee who is laid off and is subsequently eligible for reemployment shall be notified by telephone, if possible, and in writing by the District of opening(s). Such notice shall be sent by certified mail to the last address given to the District by the employee. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter.
- 7.11 An employee on a reemployment list shall have two (2) workdays to respond to an offer of reemployment from the date of its receipt. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours.
- 7.12 An employee given offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within two (2) workdays from receipt of the reemployment offer. If the employee accepts reemployment he/she must report to work within fifteen (15) calendar days following receipt of the reemployment offer unless a later or earlier reporting date is indicated on the reemployment offer.
- 7.13 Seniority and step earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District.
- 7.14 Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.
- 7.15 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee. A laid-off employee shall continue to be covered by the current District paid fringe benefit program for two (2) months after the effective date of his/her layoff, on the same level as when the employee was on working status. Thereafter, the employee shall be eligible to continue coverage at group rate, at his/her own expense for a period of eighteen (18) months by paying the District for the premiums on a monthly basis. (See COBRA Exhibit E).

ARTICLE VIII

WAGES

8.1 Wages

The entire CSEA salary schedule shall be increased as follows:

3% for 2018-19 retroactive to July 1, 2018

3% for 2019-20 effective July 1, 2019

3% for 2020-21 effective July 1, 2020

Add step 11, 4% above step 10, for all classifications retroactive July 1, 2018.

Add step 15, 4% above step 11, for all classifications retroactive July 1, 2018.

8.1.1 Longevity

As of July 1, 2015, longevity will be added on July 1 of the year:

After 8th year in District - \$125.00 per month

After 11th year in District - \$150.00 per month

After 15th year in District - \$175.00 per month

After 20 years in District - \$200.00 per month

After 25th year in District - \$225.00 per month

The longevity amounts shall not be prorated.

8.1.1.1 Beginning July 1, 2009, any employee who is paid through the district payroll system for at least 180 hours of extra hours and/or overtime hours, within their contracted classification during the fiscal year, shall receive a supplemental payment as follows:

One (1) dollar per hour for the first 360 hours of extra/overtime hours

Two (2) dollars per hour for any hours over 361 hours of extra/overtime hours

The superintendent shall have final discretion regarding whether extra work performed falls under contracted classification. For employees with multiple contracts each contract will be treated separately.

A supplemental check shall be issued not later than 60 days of the close of the fiscal year.

8.1.2 Hourly Differential:

All employees whose regular schedule requires they begin work prior to 7:30 am or that they conclude work after 5:00 pm will be paid an hourly differential of seventy-five cents (75¢) for those hours worked before 7:30 am or after 5:00 pm.

- 8.1.3 Employees assigned to work on a shift which extends beyond 7:00 p.m. shall be entitled to a duty-free paid one-half (1/2) hour meal break.
- 8.2 Beginning with 2007-08, negotiations will be conducted on the basis of Total Compensation: health and welfare benefits plus salary. The percentage increase/decrease of Health and Welfare benefit costs shall be allocated before the remaining negotiated percentage is applied to the Classified Salary Schedule.
- 8.3 All employees in the bargaining unit shall be paid once a month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 8.4 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department, and verification of the error has been made. When an overpayment is made to an employee, the repayment of this amount to the district shall be negotiated with the employee and CSEA to determine the rate at which the repayment shall occur.
- 8.5 PERS - District has passed the attached resolution permitting increased take home pay for classified pursuant to IRS regulations. (See PERS Exhibit D).
- 8.6 Bus drivers shall be reimbursed by the District for the cost of the four (4) year special driver's certificate within ten (10) work days of submitting claims.
- 8.7 Employees may be required to perform duties higher than their classification, provided the employees' salaries are adjusted upward for the entire period of required out-of-class work as provided below:
- 8.7.1 If assigned to duties normally performed by employees in a higher classification for a period of time which exceeds five (5) working days in a fifteen (15) day calendar period, employees shall receive the regular rate of pay for the higher classification on the step of the higher classification which is at least five percent (5%), but not more than ten percent (10%) above their regular rate of pay.
- 8.7.2 If assigned to duties of a higher classification not currently found on the salary schedule included in this Agreement, employees shall receive an upward salary adjustment of at least five percent (5%), but not more than ten percent (10%), above their regular rate of pay.
- 8.7.3 Except by agreement between the District and CSEA, employees shall not be assigned the duties of a different job classification as specified in Section 8.7 above for more than sixty (60) work days in any twelve (12) month period.
- 8.7.4 If no agreement is reached to extend the sixty (60) day period the employees shall be returned to their regular classification or be reclassified through negotiations between CSEA and the District.
- 8.7.5 If assigned to duties to provide substitute coverage in lieu of a substitute

being hired from outside of the district, the employee shall receive the regular rate of pay for the classification they are covering at the same step on which they are currently paid unless the position is at a lower classification, in which case they will receive their normal rate of pay.

Class Coverage

- 8.7.6 If a classified employee is assigned by the site administrator to provide coverage for an entire class in excess of fifteen (15) minutes, the employee shall receive \$25.00 per hour or fraction thereof during the time in which they are providing coverage in addition to their hourly rate. The five-day waiting period listed in 8.7.1 above shall be waived.

Bilingual Differential

- 8.7.7 Classified employees who qualify on a District bilingual competency assessment will receive an hourly differential of twenty-five cents (25¢) per hour for all hours worked if they are to be used as an interpreter or translator during that year. If a particular site does not need bilingual support in any given year, notice will be provided to CSEA by November 1st annually.

Overnight Differential

- 8.7.8 Classified employees who accompany students on an overnight field trip will receive overtime pay for any assigned hours in excess of eight hours worked. Employees who accompany students on an overnight field trip will receive one compensatory day for every night required to be away from home.

ARTICLE IX
HEALTH AND WELFARE BENEFITS

9.1 Beginning with 2007-08, negotiations will be conducted on the basis of Total Compensation: health and welfare benefits plus salary. The percentage increase/decrease of Health and Welfare benefit costs shall be allocated before the remaining negotiated percentage is applied to the Classified Salary Schedule.

9.2.1 District will pay 100% of the tiered health benefits cap for all employees working .5 FTE or greater.

9.2.2 Effective October 1, 2019, the caps on health benefits shall annually be indexed on the Kaiser HSA A for Employee Only and Employee +1 including the annual contribution to the employee's HSA.

\$7,416 Employee Only in 2019-20

\$15,648 Employee +1 in 2019-20

The District will continue to contribute to dental, vision, and life insurance for Employee Only. That contribution will not count against the cap above for employees who elect the Kaiser HSA A Plan.

9.2.3 Effective October 1, 2019, the cap on health benefits for Employee + Family shall be as follows: \$19,000 2019-20

\$19,500 2020-21

District will continue to contribute to dental, vision, and life insurance for Employee Only. That contribution will count toward the cap listed above for all employees electing Employee + Family coverage, regardless of plan selected.

9.2.4 District shall contribute \$3,000 to the Health Savings Account to all unit members enrolled in the Kaiser HSA A for Employee Only in 2019-20, and an amount equal to the annual deductible in subsequent years.

District shall contribute \$6,000 to the Health Savings Account to all unit members enrolled in the Kaiser HSA A for Employee + 1 or Employee + Family in 2019-20, and an amount equal to the annual deductible in subsequent years.

The District shall offer these contributions to the HSAs for the term of this contract and the term of the next contract, providing the current laws governing Health Savings Accounts are in effect.

9.2.5 District shall establish a Catastrophic Health Fund for employees who may become exposed to co-pays due to a catastrophic health crisis. The fund would be jointly administered by the District and the CSEA Local. The Catastrophic Health Fund will provide contributions of up to \$1,500 for Employee Only and \$3,000 for Employee +1 or Employee + Family. Details of the administration and operation of the fund will be developed mutually.

- 9.2.6 For employees who turn 65 while still employed and are on the HSA-High Deductible Plan, the District will cover the premium cost for Kaiser High Plan 20 deductible or equivalent plan for single, plus one or family up to the family cap for health and welfare benefits. At plan open enrollment, employees turning 65 within that plan year need to request a change in coverage.
- 9.2.7 Due to state tax implications regarding the implementation of the HSA-High Deductible Plan, the District agrees that for the duration of the participation in the HSA-High Deductible Plan, to pay a taxable stipend to each employee participating in that Plan by an amount equal to 9.3% of the contribution paid to the employee's HSA in the calendar year, paid by the end of the tax year of the contribution.
- 9.2 The District will place an equivalent number of dollars equal to the monthly employee only Kaiser medical rate for 2005-06 (\$286.08) and pro-rated for less than full-time status into the employee's monthly paycheck for any unit member covered by another acceptable health plan. This in-lieu payment eligibility shall not be applicable for any new hires on or after January 1, 2006.
- 9.3 For an employee hired before July 1, 2007 and who is fifty-five (55) years of age or more and has eight (8) consecutive years of service in the District prior to retirement, he or she shall receive the same District health and welfare contributions paid by the District for an active employee, at the same proration as the last year of employment, to age sixty-five (65) or until the retiree has become eligible for Medicare. Such coverage is for the retiree only. The District will extend medical benefit reimbursements to out of state and out of coverage area retirees, subject to proof of coverage by a medical provider. For an employee hired on or after July 1, 2007 the number of required consecutive years of service shall be twelve (12).
- 9.4 Employees age sixty-five (65), may participate in all health and welfare programs for which they are eligible at the employee's expense, within the guidelines of the health and welfare plan provides.
- 9.5 Employees who have been laid off shall be entitled to participate in District health and welfare programs for up to thirty-nine (39) months following their layoff, at the employee's expense, within the guidelines of the health and welfare plan providers.
- 9.6 Retirement Incentives
- 9.7.1 Eligible Employees: Current employees who have continuously served the District for ten (10) years or more, currently at .4 FTE or greater as of June 1, 2019, and current employees who submit a letter of intent to retire by September 30, 2019, stating that they will retire by December 31, 2019.
- 9.7.2 An immediate retirement incentive will be offered to eligible employees with the amount to be calculated as follows:

The retiring employee shall receive an amount equal to the employee's

projected annual salary for 2019-20, less the amount of a replacement employee in the same range at step 2, divided into two annual installments to be paid by January 20, 2020, and January 20, 2021. Samples of selected classifications will be provided to eligible employees. If an employee wishes to receive the incentive in one payment, their request shall be considered on a case-by-case basis at the District's discretion. This incentive vests if at least three (3) employees indicate their intention to retire by December 31, 2019.

- 9.7.3 Public Agency Retirement Systems (PARS) will be engaged to develop an additional retirement incentive for eligible employees who indicate their intention to retire by December 31, 2019. Eligible employees are those who have worked ten (10) or more years for the District and are currently working at .4 FTE or greater. A threshold number of retirements necessary to trigger this benefit shall be mutually determined following the receipt of the PARS analysis.

ARTICLE X
SAFETY

- 10.1 All employees shall endeavor to maintain safe and sanitary conditions in their work areas of responsibility.
- 10.2 All employees will report to the immediate supervisor, a practice or condition which poses a hazardous threat to life or limb associated with the work site which is followed up with a written report from the employee. At the supervisor's/administrator's discretion, the employee may be temporarily reassigned to other duties pending the District's determination of the safety hazard. Should the employee continue to dispute the safety hazard, the employee shall be temporarily reassigned. The District shall seek outside expertise whose decision shall govern.
- 10.3 No employee shall be reprimanded in any way for reporting any practice or condition which poses a threat to the health and safety of any person associated with the District.
- 10.4 A copy of any Occupational Safety and Health Administration (OSHA) reports made about any of the facilities where members of the bargaining unit work shall be posted.
- 10.5 Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others as determined by the District, the District agrees to furnish such equipment or gear or to reimburse the employee for the full cost of procuring such following prior District authorization.
- 10.6 Employees in the custodial and maintenance positions shall have additional support when tasks that require lifting in excess of 50 pounds are assigned. Any tasks requiring the use of a ladder will require one person to secure the ladder at the base, while the other person climbs it. This may cause a delay in the tasks until such time as additional personnel can provide that support. The District shall schedule a daily minimum of one and one-half hours of overlapping time for the Skilled Maintenance and Custodial staff.
- 10.7 Safety Committee: A safety committee shall be formed to determine what annual training is needed for each classification. The committee shall be composed of three (3) CSEA representatives appointed by CSEA and three (3) District representatives, appointed by the District. The purpose of the committee shall be to identify needed trainings for each school year. The District shall grant release time for the committee members during the regular work day to conduct the necessary Safety Committee work.
- 10.8 Each bus driver shall be provided with complete parent contact information and all legally allowed medical conditions for the students on the route they are driving.

ARTICLE XI
TRANSFERS AND PROMOTIONS

11.1 Transfer

11.1.1 A transfer is defined as movement from one position to another position within the same class/position title. Personnel are employed for the District rather than for a particular location or school, and shall be subject to and eligible for transfer within the District. Employees requesting a transfer shall submit their request by filing written notice with the District Office. All transfer requests shall be approved unless; the requesting employee is under a documented improvement plan or, has an unsatisfactory on their most recent review and/or the new supervisor is unwilling to accept the requesting employee who has a documented improvement plan or an unsatisfactory on their most recent review. Timing of the actual move into the new position will be negotiated.

11.1.2 The District shall notify all employees of any available unit positions within the District as they occur by posting such positions for five (5) working days at each site.

11.1.3 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees serving in the same job classification. An employee within the same job classification may apply for transfer to that position by filing a written notice with the District Office within five (5) working days.

11.1.4 Ten (10) month employees shall request to receive notice of vacancies during the period July 1 to August 15 by leaving their name and address with the District Office.

11.1.5 Where there is more than one (1) applicant for a vacancy as determined by the Superintendent, qualifications of the persons applying being relatively equal the employee's District wide seniority shall be considered as a primary factor in making the transfer.

11.2 Involuntary Transfer

The reason for an involuntary transfer made by the District shall be limited to:

11.2.1 Improve operational efficiency of the District

- 11.2.2 Employees may request a conference and/or a written statement regarding the reason(s) for the involuntary transfer. This request shall be made to the Superintendent with a copy of such request also being provided to the CSEA President. The employee may appeal to the Superintendent an involuntary transfer in such cases where the transfer would cause compelling personal hardship and be accompanied by a CSEA representative to that appeal.

11.3 Promotion

A promotion is defined as movement from one position to another position with a higher pay range.

- 11.3.1 When a new position is created or an existing position becomes vacant, and after all transfer requests have been determined, the District shall offer the opportunity to promote, to employees within the District. An employee may apply for promotion to a position by filing a written notice with the District Office by the closing date listed on the posting. The closing date shall be at least five (5) working days from the date of posting.
- 11.3.2 The District shall notify all employees of any promotional positions within the District as they occur by posting such positions for at least five (5) working days at each site.
- 11.3.3 The District shall interview and consider all employees who possess the minimum qualifications for the promotional position prior to considering any applications from outside the District.

ARTICLE XII
LEAVES OF ABSENCE

12.1 Vacation Leave

12.1.1 Each employee shall accrue vacation leave at the following rate:

1 - 4 years:	.833 days per month
5-14 years:	1.250 days per month
15+ years:	1.666 days per month

12.1.2 Twelve (12) month employees shall be vested annually with the appropriate entitlement of vacation days on July 1.

12.1.3 Part-time employees employed for the entire 180-184 day school year shall be considered ten (10) month employees; 205-212 day school year shall be considered eleven (11) month employees. They shall receive vacation days pay at their per diem rate which is included in their monthly paychecks in lieu of vacation time per chart above.

12.1.4 Employees who resign during the year shall have vacation time pro-rated appropriate to the date of resignation.

12.1.5 Vacation days may not be carried over from one year to the next.

12.1.6 NOTE: Holidays, Article 13, are in addition to vacation days. No employee may take vacation without advance approval of the Superintendent or his/her designee.

12.1.7 Vacations shall be scheduled at times to meet both the needs of the District and the wishes of the employee. If a conflict occurs between employees who work the same or similar operations as to when vacation shall be taken, to the extent possible, preference shall be given to the employee with the greater seniority so long as such preference does not impair the District's ability to fulfill its work requirements.

12.1.8 When an employee has accumulated the maximum allowable vacation credit and when a critical emergency prevents his/her being off duty, the Superintendent may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

- 12.1.9 Any permanent classified employee who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved such as defined in this Article before his/her vacation period has been completed, may at the employee's option, be placed on sick leave to the extent he/she has accumulated sick leave, under the following conditions:
- 12.1.9.1 If the illness or bereavement is for three (3) consecutive days or more.
 - 12.1.9.2 If the illness or bereavement is such that had the employee been working he/she would have been absent on sick or bereavement leave.
 - 12.1.9.3 If the employee normally is required to return to duty immediately following the vacation period.
 - 12.1.9.4 If the request is filed with the Superintendent within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of the employee's return to duty unless extraordinary extenuating circumstances exist which prevent such filing.
 - 12.1.9.5 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.
 - 12.1.9.6 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, he/she will be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation. In other cases the Superintendent may, in his/her discretion, authorize payment as described in paragraph 4 above.

12.2 Paid Sick Leave:

- 12.2.1 Sick leave is the authorized paid or unpaid absence of an employee due to disabilities caused by illness, injury, exposure to contagious disease, pregnancy, childbirth and recovery therefrom. Employee emergency medical appointments or medical appointments which cannot be scheduled outside regular working hours may be covered under sick leave.
- 12.2.2 At the beginning of each fiscal year, the sick leave "bank" of employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. Unused sick leave shall be cumulative.

- 12.2.3 Classified employees employed five (5) days per week for twelve (12) months are entitled to twelve (12) days sick leave each fiscal year commencing on the first day of employment. Classified employees who work five (5) days per week for less than a maximum day are entitled to twelve (12) days sick leave each fiscal year each of the same length regularly worked. Classified employees hired for less than a full work year shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. Employees who work less than five (5) days per week shall receive sick leave in that proportion that their number of work days bears to a full-time work week of five (5) days. A new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he or she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 12.2.4 Employees absent more than three (3) consecutive days may be required to submit a physician's statement explaining the reason for absence and whether or not the employee can perform all assigned duties.
- 12.2.5 A sick leave absence shall commence when the employee or agent of the employee calls in to report the absence. A sick leave day, once commenced, may not be reinstated as a working day.
- 12.2.6 In case of absence due to illness or accident, employees shall notify their Principal or designee as soon as possible but not later than 7:00 a.m. of the day sick leave commences. The Principal or designee shall be notified of intent to return to work not later than 3:00 p.m. on the day preceding the return. If such notification is not made, the Principal may ask the substitute to report to work on the next work day.
- 12.2.7 An employee who is absent due to an accident or illness shall receive full pay because of accrued sick leave and shall receive normal health, dental, and life insurance fringe benefits. When an employee is absent, whether or not the absence arises out of or in the course of the employee's employment, and has first used all of his/her entitlement to sick leave, vacation compensation, compensatory time or other available paid leave, the employee shall be paid the difference between his current salary and the first step of the position classification for the period remaining through the fifth (5th) month of absence when a substitute employee is provided. Full pay shall be given when a substitute is not employed during the five (5) month period. An employee whose absence extends beyond the five (5) month period may upon written advice from a licensed medical advisor be granted by the Superintendent a leave of absence without pay, not to exceed one (1) year. No health, dental, or life insurance benefits will be provided by the District during this period, except as may be provided under the Family Medical Leave Act.

- 12.2.8 However, the employee may, at his option, purchase such benefits at the actual cost to the District by submitting all necessary payments to the District Office prior to the date such payments become due. Upon his/her return to work, the anniversary date of the step increase will be changed to make adjustments for time not worked and covered by sick leave. Five (5) month extended leave commences with the fiscal year beginning July 1.
- 12.2.8 Unlimited accumulation of sick leave shall be allowed. The cumulative aspect of sick leave from year-to-year is based on accrual at the rate specified in paragraph 3.
- 12.2.9 If an employee leaves the employment of the District, accumulated unused sick leave will not be credited to the employee's final payment. In the event of the retirement of the employee, and pursuant to statutes and regulations of the Public Employees' Retirement System accumulated unused sick leave may be used as a credit to the Public Employees' Retirement System.
- 12.2.10 Compensation for days of sick leave used shall be paid at the employee's regular rate of pay. Charges against the employee's accrued eligibility shall be at the same rate paid. Any changes in an employee's status will be reflected accordingly in the employee's sick leave.
- 12.2.11 Transfer of earned sick leave to another school district: Eligible employees shall be entitled to transfer accumulated sick leave from Shoreline Unified School District to another school district subject to the limitations under Education Code section 45202.
- 12.2.12 A unit member may use his/her current and accrued sick leave to attend to an illness of a child, parent, registered domestic partner, or spouse of the unit member. Each calendar year the amount of such leave shall not exceed the amount of the sick leave the unit member would accrue during six months of employment (i.e., full time 12 month unit members = 6 days; full time 10 month unit members = 5 days). Such leave is in addition to that provided under Personal Necessity.
- 12.3 Industrial Accident and Industrial Sick Leave:
- 12.3.1 Leaves resulting from an industrial accident or industrial sickness shall be granted in accordance with the provisions of Education Code section 45191. For purposes of this contract, workers' compensation insurance is defined as the insurance program provided by the District for a state-mandated workers' compensation program.
- 12.3.2 Allowable leaves shall be for a maximum of sixty (60) days for each accident in any one (1) fiscal year during which school is required to be in session, or when the employee would otherwise have been performing work for the District. Allowable leave shall not be accumulated from year to year. Allowable leave shall commence on the first day of absence.

Payment for monthly salary lost while the employee is on industrial accident or illness leave shall not, when added to a temporary disability indemnity payment granted the employee under workers' compensation, exceed the normal monthly salary.

- 12.3.3 Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 12.3.4 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 illness or injury occurred for the same illness or injury.
- 12.3.5 If the sixty (60) day leave of absence is exhausted and the employee is not medically able to return to work, he or she shall then be entitled to the provisions of Education Code section 45196. If the employee continues to receive temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to him or her of not more than his or her full salary. The employee shall endorse to the District the temporary disability indemnity checks on account of his or her industrial accident or illness if during any paid period he or she receives compensation from the District. Any employee receiving benefits from industrial accident or illness leave may be absent from the State of California for not more than forty-eight (48) hours, unless authorized by the Board of Trustees to travel outside the state. (Ref Ed. Code 45192).
- 12.3.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
- 12.3.7 An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment in the employee's former class/position title, in his/her former status and time basis, and in assignment areas available.
- 12.3.8 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of the Agreement shall continue to accrue under such absence.

12.4 Bereavement Leave

- 12.4.1 A regular employee shall receive necessary leave of absence with full pay not to exceed three (3) days, or five (5) days if more than 350 miles of travel is required, in the event of the death of a member of the immediate family. The immediate family means the mother, father, step-mother, step-father, legal foster parents, grandmother, grandfather, or grandchild of the employee or the spouse of the employee and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee or any relative living in the immediate household of the employee, registered domestic partner or of such other persons as the Superintendent may designate out of consideration of unusual circumstances and conditions. If needed, additional absence without loss of salary may be authorized by the Superintendent. If additional time is needed, the employee may use accrued vacation time or request a leave of absence without pay. The Superintendent may or may not, in his/her discretion, grant a leave of absence without pay.

12.5 Personal Necessity

In order to receive leave under this provision, the person requesting the leave must notify his/her most immediate supervisor who is management.

- 12.5.1 A classified employee may elect to use, not to exceed a total of seven (7) days in any one (1) fiscal year, sick leave which has been earned, for personal necessities which fall into the following categories:
- 12.5.1.1 Bereavement leave which may be necessary beyond that authorized in the Article.
 - 12.5.1.2 Accident or emergency involving his/her person or property, or the person or property of a member of his/her immediate family, as defined under Bereavement Leave.
 - 12.5.1.3 Appearance in any court or before any administrative tribunal as a litigant, part, or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for this Article.
 - 12.5.1.4 Personal business such as arranging bank loans, closing escrow, IRS that cannot be conducted after regular working hours or during vacation.
 - 12.5.1.5 Serious illness in the immediate family as defined under Bereavement Leave.
 - 12.5.1.6 Such other reasons which may be prescribed by the Governing Board.

- 12.5.1.7 Beginning with the 2007-08 school year, four (4) days may be used as personal days, with no more than two (2) days used consecutively, unless it is signed off by the Principal and reviewed and approved by the Superintendent.

12.6 Jury Duty and Witness:

12.6.1 Leave of absence for jury service shall be granted to any classified employees who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed with the Superintendent. Request for jury service leave shall be made by presenting the official court summons to jury service to the immediate supervisor as soon as possible after receipt of such summons.

12.6.2 Leave of absence to serve as a witness in court case shall be granted an employee when he has been served a subpoena to appear as a witness not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the Superintendent. Request for leave of absence to serve as a witness shall be made presenting the official court summons to the immediate supervisor as soon as possible.

12.6.3 The jury service fee and witness fee referred to in 1 and 2 respectively do not include reimbursement for transportation expenses.

12.6.4 An employee who is required to report to jury service but whose jury services are not required that day shall inform his/her immediate supervisor of such action.

12.7 Military Leave:

12.7.1 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code.

12.8 Maternity/Paternity Leave:

12.8.1 An employee shall be granted leave with pay for any period of disability contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as confirmed by a physician and in accordance with the provisions of Section 12.2 of this Article.

- 12.8.2 An employee who is pregnant shall advise her supervisor and give an estimate of the dates (as confirmed by a physician's statement) the employee anticipates to be absent on account of disability related to the pregnancy.
- 12.8.3 The employee is entitled to use accumulated sick leave and other salary continuance benefits and extended disability pay (upon termination of accrued sick leave and other available paid leave) for the period of disability.
- 12.8.4 The employee shall request a maternity leave from the District in writing supported by a physician's statement attesting to the disability and specifying the anticipated period of absence. The district may, at its option, obtain other medical opinions in addition to the employee's own physician.
- 12.8.5 A leave of absence longer than the period of disability is a general leave of absence, not a maternity leave or a disability leave to which benefits are attendance and must be requested separately.
- 12.8.6 During a period of leave without pay, no health, dental, or life insurance benefits will be provided by the District. However, the employee may, at his/her option purchase such benefits at the actual cost to the District by submitting all necessary payments prior to the date such payments become due.
- 12.8.7 Ability of an employee to return to work following childbirth shall be determined by the employee in consultation with her physician, subject to the right of the District to receive a physician's opinion in writing as to the physical ability of the employee to perform duties.
- 12.8.8 Paternity leave shall be available pursuant to the provisions of Family Care and Medical Leave (see Exhibit "H").
- 12.9 Leave Reporting:
- 12.9.1 The District shall maintain a record of all leave taken and the leave balance accumulated by each employee.
- 12.9.2 Any absence of thirty (30) minutes or less will be charged one-half (1/2) hour. Any absence over thirty minutes (30) but less than sixty (60) minutes will be charged as one (1) full hour, etc.
- 12.9.3 Absence from work required in order to have fingerprints recorded and physical examinations for continued employment purposes, written or oral examinations or tests, appointments and interviews which may serve to advance the employee's status or position with the District, will not be chargeable against accrued leave. Such absences must be cleared with his/her most immediate supervisor who is management prior to the absence so that the supervisor may make any arrangements necessary.

12.9.4 Absences from work taken by permanent employees for the purposes of doctor or dentist appointments will be reported and charged against the employee's accrued sick leave totals, if any. If the employee has no accrued sick leave such time absent will be deducted from the employee's wages.

12.9.5 Every absence of each employee shall be reported and recorded in a manner prescribed by the District.

12.10 Return to Work After Illness or Disability:

When an employee is absent due to illness or disability, the Superintendent may require that the employee obtain a written doctor's approval prior to return to work or may require that the employee pass a medical examination prior to his/her return to work, the cost of which is borne by the District.

12.11 Unpaid Leave

Unit members may apply for unpaid leave. The decision to grant or deny such request for unpaid leave shall be made by the Governing Board. Such leaves shall be for a maximum of one (1) year.

12.12 Family Care and Medical Leave

Unit members shall be eligible for Family Care and Medical Leave pursuant to Administrative Regulation 4161.8 (see Exhibit H).

12.13 Sick Leave Conservation Incentive

These provisions will not be in effect after June 30, 2007. No incentive will be available beginning July 1, 2007. Any days earned in 2006-07 must be used during 2007-08.

Bonus days will be available for unit members who conserve their annual sick leave.

12.13.1 A classified employee who does not use any of his/her annual sick leave including personal necessity leave during a school year, shall earn two (2) bonus days which must be used in the following school year. Less than full-time unit members shall earn prorated bonus days.

12.13.2 A classified employee who only uses one (1) or two (2) of his/her annual sick leave including personal necessity leave during a school year shall earn one (1) bonus day which must be used in the following school year. Less than full-time unit members shall earn prorated bonus days.

12.13.3 Use of compensatory time off may not be substituted for sick leave to qualify for eligibility for the sick leave conservation incentive.

- 12.13.4 Bonus days may only be used during the school year following the year in which the days were earned. They are not cumulative and may not be carried over. If they are not used, they are lost. No explanation is required when a bonus day is used, but the employee must state that a bonus day is being used and bonus days shall be scheduled in advance by mutual agreement between the unit members and the applicable site or District administrator.

ARTICLE XIII HOLIDAYS

- 13.1 Unless otherwise declared by the District Board or by law, all regular employees in the bargaining unit will be granted the following paid holidays (See Exhibit F):

New Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	In lieu day - the work day immediately Preceding Christmas day
Veteran's Day	November 11
Thanksgiving Day	The Thursday proclaimed by the President and the following Friday (2 days)
Christmas Day	December 25

- 13.2 Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board for certificated or classified employees shall be a paid holiday under the Education Code 45203.
- 13.3 All employees as part of the classified service shall be entitled to establish paid holidays provided they are in paid status during any portion of their working day immediately preceding or succeeding the holiday.
- 13.4 When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the succeeding Monday.
- 13.5 CSEA shall be entitled to appoint at least one (1) representative to the District Calendar Committee.

ARTICLE XIV

EVALUATIONS

14. The District is interested in collaborating with CSEA to develop an evaluation system that supports and incentivizes professional development and growth.
- 14.1 Evaluations should highlight employee strengths and weaknesses in such a way as to recognize quality performance, motivate improvement, and maintain a high degree of morale and harmony in the workplace and remediate poor work performance.
- 14.2 Probationary employees, both newly hired and promotional, shall receive one (1) formal performance evaluation on the form mutually agreed (see Exhibit I) upon by the District and CSEA during the first six (6) months of the probationary period. Probationary employees shall be formally evaluated at least once during the six-month probationary period. At the request of the District and with the written agreement of the affected unit member and CSEA, the probationary period may be extended for up to three (3) additional months for the unit member. Non-duty days and or recess periods greater than one (1) week shall not be counted as part of the six-month probationary period.

Permanent employees shall receive one (1) formal professional evaluation every year, to be completed prior to March 15th. After two (2) consecutive years of satisfactory evaluations after becoming permanent, the employee shall be evaluated every other year. Any employee, whether probationary or permanent, may be evaluated for unsatisfactory service at any time. An employee may request an evaluation. Requested evaluations shall not exceed more than two (2) per year.

- 14.2.1 Evaluations shall be performed by the employee's immediate supervisor (not a member of the bargaining unit). Employees having two (2) or more immediate supervisors shall receive an evaluation from one (1) supervisor assigned as a primary supervisor. All supervisors shall work collaboratively together on the evaluation. The primary supervisor shall sign the evaluation prior to presenting it to the employee.
- 14.2.2 Input for performance evaluations shall be limited to those individuals who possess extensive personal knowledge of the employee's job performance. Each individual whose input is obtained shall be identified on the evaluation form by the primary supervisor.
- 14.2.3 The primary supervisor shall schedule a personal meeting with the employee evaluated to review the evaluation, and provide free communication between them toward seeking the best working relationship possible. Evaluation reviews may be used to set goals for the employee for the future, to identify areas in which the employee might seek improvement through education or training and generally ensure that the employee and supervisor share an understanding of the goals and mission of the workplace. No evaluation shall be complete for filing until such a meeting has been held.

- 14.2.4 The employee shall sign the evaluation at the review meeting. The employee's signature does not imply agreement with the supervisor's ratings but indicates the employee and supervisor have met and reviewed the evaluation.
- 14.2.5 The employee shall have the right to prepare a written response to the evaluation within ten (10) working days. This response shall become a part of the formal evaluation, and shall be attached to the original evaluation form in the employee's file.
- 14.2.6 The original evaluation form shall be inserted in the employee's personnel file. The employee shall receive a copy of the completed evaluation, as shall the primary supervisor.
- 14.2.7 An employee may appeal an evaluation she/he believes to be incorrect or unfair, initiating the appeal at the next level of supervision, within ten (10) working days of receipt of the evaluation. The employee may continue the appeal up to the Superintendent if not satisfied.
- 14.2.8 Alleged procedural violation of this Article, but not the contents of the evaluation, shall be subject to the grievance procedure.
- 14.3 Personnel Files: There shall be maintained at the District Office one (1) central personnel file for each employee. These files shall be maintained in one (1) location under, secure storage. Each employee's personnel file constitutes the permanent, official record of her/his employment, and is the file referred to in Education Code section 44031. Access to an employee's personnel file shall be limited to the employee, District trustees, and management, supervisory and confidential employees on official business, any representative of the employee with the employee's written authorization, and any individual authorized access by order of a court of law.
- 14.3.1 No action may be taken against an employee based on documentary or recorded materials which are not a part of the personnel file. Documentary or recorded materials to be placed in an employee's personnel file by the District shall be initialized and dated by the individual entering same. A copy of all materials entered in the personnel file shall be provided to the employee at the time the material is entered.
- 14.3.2 Employees may inspect their personnel files with prior notice at any time the District Office is open for business and the employee is not on duty or has made arrangements with his/her immediate supervisor for that purpose. The District has the right to observe file inspections to ensure security of the file contents.
- 14.3.3 Documentary or recorded materials of a derogatory nature shall not be entered in an employee's personnel file until the employee has been provided a copy of the material along with written notice it is going to be entered in his/her file. The notice shall indicate the date on which the materials will be entered, which shall not be sooner than five (5) working days following receipt of the notice by the employee.

Employees shall have the right to obtain copies of any materials contained in their personnel files. The District shall provide requested copies to an employee without charge, and within a reasonable period of time.

- 14.4 Working Files: The District shall not base any action against an employee on materials contained in a supervisor's casual working file which are not also entered into the employee's personnel file. Working files are to be viewed as conveniences of the supervisor only, and have no legal existence.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 Definitions:

- 15.1.1 A "Grievance" is an allegation that the grievant has been directly or adversely affected by an interpretation, application, or violation of this Contract.
- 15.1.2 A grievance may be an employee or the CSEA.
- 15.1.3 A business day or work day is one in which the District Office is open for business.
- 15.1.4 Immediate supervisor is the lowest level administrator who has been designated by management to adjust grievances and who has immediate jurisdiction over the grievant.

15.2 General Provisions:

- 15.2.1 Within the time limit indicated in the appropriate levels, the grievant, the immediate supervisor or subsequent levels of management may request a personal conference and such requests shall be honored.
- 15.2.2 Until final disposition of a grievance is accomplished, the grievant is required to conform to the original direction of his/her supervisor.
- 15.2.3 An employee may be represented at all stages of the grievance procedures, by himself or herself, at his/her option, by a representative of the Association.
- 15.2.4 Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the grievant.
- 15.2.5 When it is necessary for a representative designated by CSEA to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the Principal or immediate supervisor by the President of the CSEA, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be released for the appropriate amount of time to testify if necessary with no loss of pay.
- 15.2.6 The grievant and any necessary witness shall appear at any hearing required by these grievance procedures during working hours. The preparation of the grievance shall be on the employee's own time.

- 15.2.7 No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration in the grievance procedures by reason of such participation.
- 15.2.8 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Support documents originally contained in personnel files will be returned to the files unless eliminated by the grievance procedure.
- 15.2.9 On May 8, 2013, the parties agreed to a revised Grievance form (Exhibit G).
- 15.3 Informal Level:
- 15.3.1 Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. This conference shall be held within twenty (20) days of the date the grievant knew or should have known of the violation.
- 15.4 Formal Levels:
- 15.4.1 Level I:
- 15.4.1.1 If the grievance is not resolved to the satisfaction of the grievant at the Informal Level, a formal grievance may be filed by the grievant within ten (10) days of the informal conference. The grievant must present his/her grievance in writing on the Grievance form to his/her supervisor. (See Exhibit G).
- 15.4.1.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remote remedy sought.
- 15.4.1.3 The immediate supervisor shall meet with the aggrieved party and/or designated CSEA representative, and respond in writing as soon as possible but not to exceed ten (10) days. Failure by the grievant to appeal a decision within ten (10) days shall be deemed an acceptance of the decision. Failure by the immediate supervisor to communicate his decision within the specific time limit shall permit the grievant to appeal to the next level without the written decision.

15.4.2

Level II:

- 15.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the form prescribed by the District to the Superintendent, or his designee, within ten (10) days after receiving a decision from Level I.
- 15.4.2.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
- 15.4.2.3 The Superintendent, or designees, shall meet with the grievant and shall communicate a decision in writing to the grievant as soon as possible, but not to exceed fifteen (15) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the Superintendent to communicate his decision within the specified time limits shall permit the grievant to appeal to the next level without a written decision.

15.4.3

Level III:

- 15.4.3.1 The aggrieved party and/or CSEA may appeal the decision to Mediation by completing the prescribed form and submitting it to the Superintendent within ten (10) days after the receipt of the decision from the Superintendent.
- 15.4.3.2 Within ten (10) days following the appeal, the CSEA shall so notify the California State Mediation and Conciliation Service (CSMCS). CSMCS shall appoint a mediator who shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a convenient location and time.
- 15.4.3.3 Each party shall designate its representative for the mediation conference. There shall be one (1) person from each party designated as spokesperson for the party at the mediation conference.
- 15.4.3.4 The mediator shall assist the parties in resolving the grievances. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the grievance.
- 15.4.3.5 If, after due diligence, but not to exceed twenty (20) calendar days, the mediator concludes resolution is not possible, the mediator shall notify both parties.

- 15.4.3.6 The cost, if any, of the mediator shall be borne by the District.
- 15.4.4 Level IV:
- 15.4.4.1 If the grievance is not resolved at the mediation level, the grievant, may, with the concurrence of CSEA, request arbitration of the dispute.
- The request shall be made by written notice to the Superintendent within ten (10) days of the receipt of the notice by the mediator that resolution is not possible and shall contain the same information as set forth in Level II.
- 15.4.4.2 The Arbitrator will be selected by mutual agreement between the District and CSEA.
- 15.4.4.3 After hearing the evidence, the Arbitrator shall submit his/her findings/conclusions to the CSEA and Superintendent. The decision of the Arbitrator will be final and binding upon the parties.

ARTICLE XVI

DISCIPLINE

16.1 Termination of Probationary Employment

At any time prior to the expiration of the six (6) month probationary period, the District may, at its discretion, release a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

16.2 Disciplinary Action

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

16.2.1 Causes

The following constitutes cause for disciplinary action against a permanent classified employee:

- 16.2.1.1 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.
- 16.2.1.2 Incompetency.
- 16.2.1.3 Inefficiency.
- 16.2.1.4 Neglect of duty.
- 16.2.1.5 Insubordination.
- 16.2.1.6 Dishonesty.
- 16.2.1.7 Drinking alcoholic beverages while on duty or in such close time proximity hereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- 16.2.1.8 Addiction to the use of controlled substances.

- 16.2.1.9 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 within the meaning of this section.
- 16.2.1.10 Absence without leave.
- 16.2.1.11 Immoral conduct.
- 16.2.1.12 Discourteous treatment of the public, students, or other employees.
- 16.2.1.13 Improper political activity.
- 16.2.1.14 Willful disobedience.
- 16.2.1.15 Misuse of district property.
- 16.2.1.16 Violation of district, Board or departmental rule, policy, or procedure.
- 16.2.1.17 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.
- 16.2.1.18 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 16.2.1.19 Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of employees.
- 16.2.1.20 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

- 16.2.1.21 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 actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
- 16.2.1.22 Any other failure of good behavior during duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined above, no disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

16.3 Initiation and Notification of Charges

The District Superintendent or designee may initiate disciplinary action as defined herein against a permanent classified employee. To the extent possible, and based on the specific situation, progressive discipline procedures generally will be employed prior to the initiation of disciplinary action against a classified employee.

Prior to initiating disciplinary action and filing written charges with the Board, the Superintendent or designee shall meet with the employee and review the discipline proposed. If, after such meeting the Superintendent or designee is not persuaded by the employee's responses, the Superintendent shall pursue formal disciplinary action against the employee.

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

- 16.3.1 A statement of the nature of the personnel action.
- 16.3.2 A statement the cause of causes therefore as set forth above.
- 16.3.3 A statement of the specific acts or omissions upon which the causes are based.
- 16.3.4 A statement of the employee's right to appeal the recommendation and the manner and time within which his/her appeal must be filed.
- 16.3.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

16.4 Right to Appeal

The employee may, within five (5) calendar days after receiving the recommendation of disciplinary action described above, appeal by signing and filing the card or paper included with the recommendation or any other written document signed and appropriately filed within the specified time limit.

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

16.5 Hearing Procedure

- 16.5.1 Upon receipt of an appeal from intended disciplinary action, the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal, shall conduct a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.
- 16.5.2 The employee shall have the right to appear in person on his/her own behalf, with counsel or such representation as he/she considers necessary, and be heard in his/her defense.
- 16.5.3 All hearings shall be held in closed session of the governing board unless the appealing employee requests an open hearing on his/her written appeal.
- 16.5.4 The finding and decision of the governing board on the appeal shall be final and conclusive on all parties.
- 16.5.5 If the evidence presented by the employee sustains all or part of the appeal, the governing board shall order full or part of his/her compensation from the time of dismissal, suspension, demotion or other disciplinary action as it deems appropriate and shall order the employee's reinstatement.
- 16.5.6 A copy of the written decision by the Board shall be sent to the employee and his/her representative no later than five (5) work days after it is adopted.

16.6 Suspension with Pay

In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, the Superintendent may suspend an employee with pay by giving a written notice to the employee and to CSEA prior to a hearing being held. However, the procedure for notice, hearing, etc., as provided in this Article shall be followed. The employee shall remain in paid status until a final decision has been made which may include disciplinary action or reinstatement to the position held prior to the suspension.

ARTICLE XVII
SAVINGS

- 17.1 If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 17.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties shall mutually agree to meet and negotiate within sixty (60) days after notice by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVIII
COMPLETION OF AGREEMENT

- 18.1 This document comprises the entire Agreement between the District and employees on the matters within the lawful scope of negotiations.

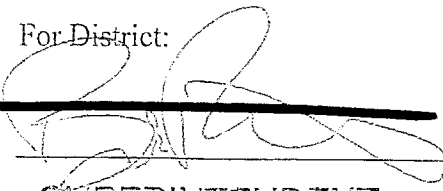
ARTICLE XIX
TERMS/REOPENER

19.1 This is a three (3) year agreement (2018-19, 2019-20, and 2020-21) with no reopeners.

OTHER

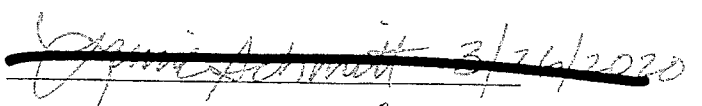
The parties will meet by November 30, 2019, for the purpose of reviewing the updated contract to clarify, update and correct any errors or effective adjustments, which are mutually agreeable in an effort to make the contract clearer and more meaningful. Any revisions shall be subject to CSEA and Board approval processes. Such contract language review shall not impact the completion and finalization of this contract agreement.

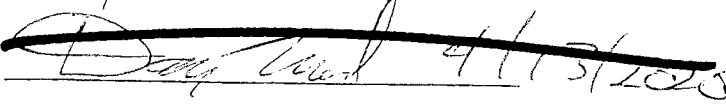
For District:

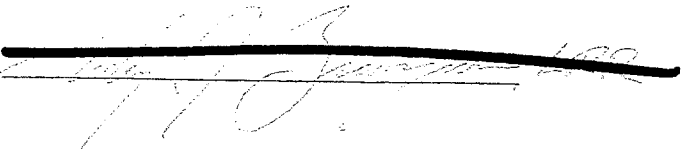


SUPERINTENDENT

For CSEA, Chapter No. 304







Date

3/26/2020

Date

4/13/2020

Classified Positions

The following chart represents classified positions represented by the CSEA bargaining unit:

RANGE 17	Tech Support
RANGE 16	District Mechanic Coordinator of Buildings & Grounds After School Program Director
RANGE 15	Administrative Secretary Bus Driver Instructor District Clerk Skilled Maintenance Family Advocate
RANGE 14	Para Educator Bus Driver
RANGE 14.5	Para Educator II Special Education
RANGE 13	District Food Services Manager
RANGE 12	Instructional Assistant Sub Service After School Program Assistant
RANGE 11	Volunteer Coordinator
RANGE 10	Food Service Lead
RANGE 9	Open
RANGE 8	Maintenance/Custodian
RANGE 7	Groundskeeper
RANGE 6	Food Service Assistant

Additional Unit Positions

The following positions shall be added to the bargaining unit and shall be filled by those who are currently serving in these positions.

- Family Advocates shall be placed at Range 15 with salary retroactive to July 1, 2018, at a set comparable to the employee's current hourly rate.
- After School Program Director shall be placed at Range 16 beginning July 1, 2019, at a step comparable to the employee's current hourly rate.
- After School Program Assistant shall be placed at Range 12 beginning July 1, 2019, at a step comparable to the employee's current hourly rate.

Shoreline Unified School District
Classified Salary Schedule
2018-19

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 15
Technology Coordinator	17	26.55	27.62	28.74	29.89	31.08	32.31	33.61	34.96	36.35	37.80	39.31	40.89
District Mechanic Coordinator of Buildings/Grounds Afterschool Program Coordinator	16	21.42	22.27	23.18	24.09	25.06	26.07	27.10	28.18	29.30	30.48	31.39	32.65
Administrative Secretary Family Advocate District Clerk Skilled Maintenance Bus Driver Instructor	15	20.97	21.82	22.68	23.60	24.52	25.51	26.53	27.28	28.70	29.84	31.03	32.27
Para Educator II Spec Ed	14.5	20.19	20.98	21.84	22.71	23.61	24.57	25.53	26.56	27.62	28.69	29.83	31.03
Para Educator II (Library, Art, Reading, Computer) Bus Driver	14	19.39	20.17	20.98	21.83	22.69	23.61	24.53	25.52	26.54	27.60	28.71	29.86
Food Service Manager	13	18.99	19.76	20.54	21.36	22.22	23.09	24.03	25.00	25.98	27.02	28.10	29.22
Para Educator I Sub Service Afterschool Program Assistant	12	18.50	19.24	20.01	20.81	21.63	22.51	23.39	24.34	25.31	26.32	27.37	28.46
Volunteer Coordinator	11	18.09	18.81	19.56	20.35	21.16	21.99	22.89	23.79	24.75	25.75	26.78	27.85
Food Service Lead	10	17.61	18.31	19.04	19.81	20.61	21.43	22.28	23.19	24.10	25.07	26.07	27.12
Open Range	9	17.22	17.91	18.63	19.37	20.15	20.96	21.81	22.67	23.59	24.51	25.49	26.51
Maintenance/Custodian	8	16.77	17.44	18.14	18.86	19.61	20.40	21.22	22.07	22.96	23.89	24.84	25.83
Groundskeeper	7	16.39	17.05	17.73	18.44	19.17	19.93	20.73	21.56	22.42	23.32	24.25	25.22
Food Service Assistant	6	15.99	16.63	17.29	17.98	18.73	19.45	20.23	21.03	21.88	22.74	23.65	24.60

Approved by Board September 5, 2019
3.00% COLA + added steps 11 and 15 retroactive to July 1, 2018

LONGEVITY
After 8th full year \$125.00 Per Month \$1,500
After 11th full year \$150.00 Per Month \$1,800
After 15th full year \$175.00 Per Month \$2,100
After 20th full year \$200.00 Per Month \$2,400
After 25th full year \$225.00 Per Month \$2,700

HOURLY DIFFERENTIAL PAY \$0.75
For contracted hours worked before 7:30 AM or after 5:00 PM

Shoreline Unified School District
Classified Salary Schedule
2019-20

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 15
Technology Coordinator	17	27.35	28.45	29.60	30.79	32.01	33.28	34.62	36.01	37.44	38.94	40.49	42.11
District Mechanic Coordinator of Buildings/Grounds Afterschool Program Coordinator	16	22.07	22.94	23.87	24.81	25.81	26.85	27.91	29.03	30.18	31.39	32.34	33.62
Administrative Secretary Family Advocate District Clerk Skilled Maintenance Bus Driver/Instructor	15	21.60	22.47	23.36	24.31	25.26	26.28	27.33	28.10	29.56	30.73	31.96	33.24
Para Educator II Spec Ed	14.5	20.79	21.61	22.49	23.39	24.32	25.30	26.30	27.36	28.45	29.55	30.73	31.96
Para Educator II (Library, Art, Reading, Computer) Bus Driver	14	19.98	20.77	21.61	22.48	23.37	24.32	25.27	26.29	27.34	28.43	29.57	30.75
Food Service Manager	13	19.56	20.35	21.15	22.00	22.88	23.79	24.75	25.75	26.76	27.83	28.94	30.10
Para Educator I Sub Service Afterschool Program Assistant	12	19.05	19.82	20.61	21.43	22.28	23.18	24.09	25.07	26.07	27.11	28.19	29.32
Volunteer Coordinator	11	18.63	19.37	20.15	20.96	21.79	22.65	23.57	24.51	25.49	26.52	27.58	28.69
Food Service Lead	10	18.14	18.86	19.62	20.40	21.23	22.08	22.95	23.88	24.83	25.82	26.86	27.93
Open Range	9	17.74	18.45	19.19	19.96	20.75	21.59	22.46	23.35	24.29	25.25	26.26	27.31
Maintenance/Custodian	8	17.27	17.96	18.68	19.43	20.20	21.02	21.85	22.74	23.65	24.60	25.59	26.61
Groundskeeper	7	16.88	17.56	18.26	18.99	19.74	20.53	21.36	22.20	23.10	24.02	24.98	25.98
Food Service Assistant	6	16.47	17.13	17.81	18.52	19.29	20.03	20.84	21.66	22.53	23.42	24.36	25.34

Approved by Board September 5, 2019
3.00% COLA + added steps 11 and 15 effective July 1, 2019

LONGEVITY

After 8th full year	\$125.00	Per Month	\$1,500
After 11th full year	\$150.00	Per Month	\$1,800
After 15th full year	\$175.00	Per Month	\$2,100
After 20th full year	\$200.00	Per Month	\$2,400
After 25th full year	\$225.00	Per Month	\$2,700

HOURLY DIFFERENTIAL PAY \$0.75

For contracted hours worked before 7:30 AM or after 5:00 PM

Shoreline Unified School District
Classified Salary Schedule
2020-21

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 15
Technology Coordinator	17	28.17	29.31	30.49	31.71	32.97	34.28	35.66	37.09	38.56	40.10	41.71	43.38
District Mechanic Coordinator of Buildings/Grounds Afterschool Program Coordinator	16	22.73	23.62	24.59	25.56	26.59	27.66	28.75	29.90	31.09	32.33	33.31	34.63
Administrative Secretary Family Advocate District Clerk Skilled Maintenance Bus Driver Instructor	15	22.25	23.14	24.06	25.03	26.02	27.07	28.15	28.95	30.44	31.66	32.92	34.24
Para Educator II Spec Ed	14.5	21.42	22.26	23.17	24.09	25.05	26.06	27.09	28.18	29.31	30.43	31.65	32.92
Para Educator II (Library, Art, Reading, Computer) Bus Driver	14	20.58	21.40	22.26	23.15	24.07	25.05	26.03	27.08	28.16	29.29	30.46	31.67
Food Service Manager	13	20.15	20.96	21.79	22.66	23.57	24.50	25.49	26.52	27.56	28.66	29.81	31.00
Para Educator I Sub Service Afterschool Program Assistant	12	19.63	20.41	21.23	22.07	22.95	23.88	24.82	25.82	26.85	27.92	29.04	30.20
Volunteer Coordinator	11	19.19	19.95	20.75	21.59	22.44	23.33	24.28	25.24	26.26	27.32	28.41	29.55
Food Service Lead	10	18.69	19.43	20.20	21.01	21.87	22.74	23.64	24.60	25.57	26.60	27.66	28.77
Open Range	9	18.27	19.00	19.77	20.55	21.37	22.24	23.13	24.05	25.02	26.01	27.05	28.13
Maintenance/Custodian	8	17.79	18.50	19.24	20.01	20.81	21.65	22.51	23.42	24.36	25.34	26.35	27.41
Groundskeeper	7	17.39	18.08	18.81	19.56	20.34	21.14	22.00	22.87	23.79	24.74	25.73	26.76
Food Service Assistant	6	16.96	17.65	18.35	19.08	19.87	20.63	21.46	22.31	23.21	24.13	25.09	26.10

Approved by Board September 5, 2019
3.00% COLA + added steps 11 and 15 effective July 1, 2020

LONGEVITY

After 8th full year	\$125.00	Per Month	\$1,500
After 11th full year	\$150.00	Per Month	\$1,800
After 15th full year	\$175.00	Per Month	\$2,100
After 20th full year	\$200.00	Per Month	\$2,400
After 25th full year	\$225.00	Per Month	\$2,700

HOURLY DIFFERENTIAL PAY \$0.75

For contracted hours worked before 7:30 AM or after 5:00 PM

SHORELINE UNIFIED SCHOOL DISTRICT
CLASSIFIED HEALTH BENEFITS
Rates effective November 1, 2019 - September 30, 2020
REVISED 10/16/2019

HIGH OPTION

	MONTHLY PREMIUM	H.S.A.	Monthly	100%			
		CONTRIBUTION	District	District Pays	Employee	District Pays	Employee
		1/1/2020	Cap	12 pyck	12 pyck	10 pyck	10 pyck
		KAISER \$20/\$10, CHIRO PACKAGE 2 (Plan # 604848-0154)					
Employee	\$ 771.00	N/A	\$ 618.00	\$ 618.00	\$ 153.00	\$ 591.60	\$ 183.60
Emp+1	\$ 1,648.00	N/A	\$ 1,304.00	\$ 1,304.00	\$ 344.00	\$ 1,264.80	\$ 412.80
Emp+Fam	\$ 2,266.00	N/A	\$ 1,333.33	\$ 1,333.33	\$ 932.67	\$ 1,600.00	\$ 1,119.20
BLUE SHIELD 100% PLAN B \$20/\$7/100% (Plan #733610P011000)							
Employee	\$ 844.00	N/A	\$ 618.00	\$ 618.00	\$ 226.00	\$ 619.20	\$ 271.20
Emp+1	\$ 1,789.00	N/A	\$ 1,304.00	\$ 1,304.00	\$ 485.00	\$ 1,362.00	\$ 582.00
Emp+Fam	\$ 2,489.00	N/A	\$ 1,333.33	\$ 1,333.33	\$ 1,155.67	\$ 1,900.00	\$ 1,386.80

NOTE:

11 month employees
receive health benefits
deductions in ONLY 10
months, and will see their

MID OPTION

	MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2020	Monthly District Cap	100%			
				District Pays	Employee	District Pays	Employee
				12 pyck	12 pyck	10 pyck	10 pyck
				KAISER DHMO \$20/\$10/10%, AFTER DEDUCTIBLE, CHIRO. (Plan # 604848-0155)			
Employee	\$ 669.00	N/A	\$ 618.00	\$ 618.00	\$ 51.00	\$ 741.60	\$ 61.20
Emp+1	\$ 1,430.00	N/A	\$ 1,304.00	\$ 1,304.00	\$ 126.00	\$ 1,564.80	\$ 151.20
Emp+Fam	\$ 1,966.00	N/A	\$ 1,333.33	\$ 1,333.33	\$ 632.67	\$ 1,600.00	\$ 759.20
BLUE SHIELD 90% PLAN E 20/\$7/90% (Plan # 733610P021000)							
Employee	\$ 771.00	N/A	\$ 618.00	\$ 618.00	\$ 153.00	\$ 741.60	\$ 183.60
Emp+1	\$ 1,627.00	N/A	\$ 1,304.00	\$ 1,304.00	\$ 323.00	\$ 1,564.80	\$ 387.60
Emp+Fam	\$ 2,261.00	N/A	\$ 1,333.33	\$ 1,333.33	\$ 927.67	\$ 1,600.00	\$ 1,113.20
BLUE SHIELD 80% PLAN G \$30/\$5/80% (Plan # 733610P031000)							
Employee	\$ 681.00	N/A	\$ 618.00	\$ 618.00	\$ 63.00	\$ 741.60	\$ 75.60
Emp+1	\$ 1,438.00	N/A	\$ 1,304.00	\$ 1,304.00	\$ 134.00	\$ 1,564.80	\$ 160.80
Emp+Fam	\$ 1,998.00	N/A	\$ 1,333.33	\$ 1,333.33	\$ 664.67	\$ 1,600.00	\$ 797.60

HIGH DEDUCTIBLE PLANS

	MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2020	Monthly District Cap	100%			
				District Pays	Employee	District	Employee
				12 pyck	12 pyck	Pays 10 pyck	10 pyck
KAISER \$20/\$10/10%, AFTER DEDUCTIBLE (Plan # 604848-0156)							
Employee	\$ 493.00	\$ 1,500.00	\$ 618.00	\$ 493.00	\$ -	\$ 591.60	\$ -
Emp+1	\$ 1,054.00	\$ 3,000.00	\$ 1,304.00	\$ 1,054.00	\$ -	\$ 1,264.80	\$ -
Emp+Fam	\$ 1,450.00	\$ 3,000.00	\$ 1,333.33	\$ 1,333.33	\$ 116.67	\$ 1,600.00	\$ 140.00
BLUE SHIELD \$3,000/\$5,000 (Plan # 733610P041000)							
Employee	\$ 516.00	\$ -	\$ 618.00	\$ 516.00	\$ -	\$ 619.20	\$ -
Emp+1	\$ 1,135.00	\$ -	\$ 1,304.00	\$ 1,135.00	\$ -	\$ 1,362.00	\$ -
Emp+Fam	\$ 1,599.00	\$ -	\$ 1,583.33	\$ 1,583.33	\$ 15.67	\$ 1,900.00	\$ 18.80

This is the Health Savings
Account (HSA) Plan

DENTAL DENTAL

	MONTHLY PREMIUM	100%				85%				75%			
		District Pays	Employee	District Pays	Employee	District Pays	Employee	District Pays	Employee	District Pays	Employee	District Pays	Employee
		12 pyck	12 pyck	10 pyck	10 pyck	12 pyck	12 pyck	10 pyck	10 pyck	12 pyck	12 pyck	10 pyck	10 pyck
Employee	\$ 62.38	\$ 62.38	\$ -	\$ 74.86	\$ -	\$ 53.02	\$ 9.36	\$ 63.63	\$ 11.23	\$ 46.79	\$ 15.60	\$ 56.14	\$ 18.71
Emp+1	\$ 113.01	\$ 62.38	\$ 50.63	\$ 74.86	\$ 60.76	\$ 53.02	\$ 59.99	\$ 63.63	\$ 71.98	\$ 46.79	\$ 66.23	\$ 56.14	\$ 79.47
Emp+Fam	\$ 162.45	\$ 62.38	\$ 100.07	\$ 74.86	\$ 120.08	\$ 53.02	\$ 109.43	\$ 63.63	\$ 131.31	\$ 46.79	\$ 115.67	\$ 56.14	\$ 138.80

VISION

Employee	\$ 12.09	\$ 12.09	\$ -	\$ 14.51	\$ -	\$ 10.28	\$ 1.81	\$ 12.33	\$ 2.18	\$ 9.07	\$ 3.02	\$ 10.88	\$ 3.63
Emp+1	\$ 22.46	\$ 12.09	\$ 10.37	\$ 14.51	\$ 12.44	\$ 10.28	\$ 12.18	\$ 12.33	\$ 14.62	\$ 9.07	\$ 13.39	\$ 10.88	\$ 16.07
Emp+Fam	\$ 34.59	\$ 12.09	\$ 22.50	\$ 14.51	\$ 27.00	\$ 10.28	\$ 24.31	\$ 12.33	\$ 29.18	\$ 9.07	\$ 25.52	\$ 10.88	\$ 30.63

LIFE INSURANCE

Employee	\$ 4.00	\$ 4.00	\$ -	\$ 4.00	\$ -	\$ 4.00	\$ -	\$ 4.00	\$ -	\$ 4.00	\$ -	\$ 4.00	\$ -
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PERS Resolution

RESOLUTION #4

WHEREAS, the SHORELINE UNIFIED SCHOOL DISTRICT has the authority to implement the provisions of section 414 (h) (2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of the Public Employees' Retirement System adopted its resolution re section 414 (h) (2) IRC on September 18, 1985; and

WHEREAS, the Internal Revenue Service has stated on December 6, 1985, that the implementation of the provisions of section 414 (h) (2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414 (h) (2) IRC; and

WHEREAS, the SHORELINE UNIFIED SCHOOL DISTRICT has determined that even though the implementation of the provisions of section 414 (h) (2) IRC is not required by law, the tax benefit offered by section 414 (h) (2) IRC should be provided to its employees who are members of the Public Employees' Retirement System;

NOW, THEREFORE, BE IT RESOLVED:

- I. That the SHORELINE UNIFIED SCHOOL DISTRICT will implement the provisions of section 414 (h) (2) Internal Revenue Code by making employee contributions pursuant to California Government Code section 20615 to the Public Employees' Retirement System on behalf of its employees who are members of the Public Employees' Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20615.
- II. That the contributions made by the SHORELINE UNIFIED SCHOOL DISTRICT to the Public Employees' Retirement System, although designated as employee contributions, are being paid by the SHORELINE UNIFIED SCHOOL DISTRICT in lieu of contributions by the employees who are members of the Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the SHORELINE UNIFIED SCHOOL DISTRICT to the Public Employees' Retirement System.

COBRA SCHEDULE

Under COBRA laws, employees, spouses and dependent children are eligible for temporary extension of coverage at group rates in certain instances where coverage under the plan would otherwise end. These instances for an employee include: loss of coverage due to a reduction in hours or termination of employment for reasons other than gross misconduct on the employee's part; for the spouse include: loss of coverage due to death of their spouse, termination of their spouse's employment for reasons other than gross misconduct, legal separation, divorce, or their spouse becomes eligible for Medicare; for the dependent child include: death of a parent, reduction in hours or termination of a parent's employment for reasons other than gross misconduct, parents' legal separation or divorce, parent becomes eligible for Medicare, or the dependent ceases to be a dependent under the plan.

It is the employee or family member's responsibility to notify us if any of the above "qualifying events" occur. Except in a few cases, we have no way of knowing if a family is experiencing a "qualifying event." If you receive notification from the carrier that coverage is being terminated, please contact the District Office for information on your option to continue on the group plan.

SHORELINE UNIFIED SCHOOL DISTRICT 2019-20 CALENDAR

	M	T	W	Th	F	School	Certificated	Classified		
JULY 2019	1	2	3	4	5	0	0	0	July 4	Holiday (Independence Day)
	8	9	10	11	12					
	15	16	17	18	19					
	22	23	24	25	26					
	29	30	31							
AUGUST	5	6	7	8	9	10	14	12	Before Aug. 14 Aug. 14 Aug. 15 Aug. 16 Aug. 19	**Certificated to work one floating day Staff day Work day - All staff returns Professional Development Day FIRST STUDENT DAY OF SCHOOL
	12	13	14	15	16					
	19	20	21	22	23					
	26	27	28	29	30					
SEPTEMBER	2	3	4	5	6	20	20	20	Sept. 2	Holiday (Labor Day)
	9	10	11	12	13					
	16	17	18	19	20					
	23	24	25	26	27					
	30									
OCTOBER	7	8	9	10	11	22	23	23	Oct. 4 Oct. 9 - Oct. 11	Professional Development Day Minimum days
	14	15	16	17	18					
	21	22	23	24	25					
	28	29	30	31						
NOVEMBER	4	5	6	7	8	18	18	18	Nov. 1 Nov. 11 Nov. 27 Nov. 28 & Nov. 29	Minimum day Holiday (Veteran's Day) Minimum day Thanksgiving holiday
	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29					
DECEMBER	2	3	4	5	6	15	15	15	Dec. 18 - Dec. 20 Dec. 23 - Jan. 3 Dec. 24 & Dec. 25	Minimum days Winter break (No School) Holiday's (Christmas Eve and day)
	9	10	11	12	13					
	16	17	18	19	20					
	23	24	25	26	27					
	30	31								
JANUARY 2020	6	7	8	9	10	19	19	19	Jan. 1 Jan. 20	Holiday (New Year's Day) Holiday (Martin Luther King, Jr. Day)
	13	14	15	16	17					
	20	21	22	23	24					
	27	28	29	30	31					
FEBRUARY	3	4	5	6	7	14	15	15	Feb. 17 & Feb. 18 Feb. 17 - Feb. 21 Feb. 26 - Feb. 27 Feb. 28	Holidays (President's Day & Lincoln's Bday) Late winter break Minimum days Professional Development Day
	10	11	12	13	14					
	17	18	19	20	21					
	24	25	26	27	28					
MARCH	2	3	4	5	6	22	22	22		
	9	10	11	12	13					
	16	17	18	19	20					
	23	24	25	26	27					
	30	31								
APRIL	6	7	8	9	10	17	17	17	April 6 - April 10	Spring break (No School)
	13	14	15	16	17					
	20	21	22	23	24					
	27	28	29	30						
MAY	4	5	6	7	8	20	20	20	May 22 May 25	Storm day-if not needed then No School Holiday (Memorial Day)
	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29					
JUNE	1	2	3	4	5	4	5	4	June 2 - June 4 June 4 June 5	Minimum days LAST STUDENT DAY OF SCHOOL Staff Day
	8	9	10	11	12					
	15	16	17	18	19					
	22	23	24	25	26					
	29	30								

181

180

188

187

185

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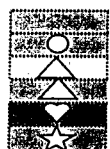
Total Days

1 extra day - see May 22

*Work Days

All staff work - certificated and classified
No bus drivers but paid if attend PD training

**Staff Days

All certificated staff work
Almost all classified staff work
No para educators or food service leads
No bus drivers

No School

Holiday (No School)

Work Day *

Professional Development Day - Work Day* with training

Staff Day **

Minimum Day for All Schools

Approved by Board: March 21, 2019

GRIEVANCE REPORT FORM

Grievance # _____

Shoreline Unified School District

Distribution of Form: 1. Superintendent
2. Principal
3. Association
4. Classified

GRIEVANCE REPORT

Submit to Principal in Duplicate

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature_____
Date

C. Disposition by Principal

Signature_____
Date

D. Position of Grievant and/or Association _____

Signature Date

(If additional space is needed in reporting Sections B.1 and B.2 above, attach an additional sheet)

STEP II

A. Date Received by Superintendent or Designee _____
B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Submitted to Arbitration _____
B. Disposition and Award of Arbitrator _____

Signature Date

EXHIBIT H

All Personnel

AR 4161.8(a)

4261.8

FAMILY CARE AND MEDICAL LEAVE

4361.8

The district shall not interfere with, restrain, or deny the exercise or attempted exercise by any eligible employee of his/her right to any family care and medical leave or pregnancy disability leave (PDL) provided through the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA), nor shall it discharge or discriminate or retaliate against any employee for his/her involvement in any inquiry or proceeding related to any leave under any of these laws or his/her opposition to or challenge of any unlawful district practice in relation to any rights granted by any of these laws. (Government Code 12945, 12945.2; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or other persons; or who is suffering from severe "morning sickness" or needs to take time off for any pregnancy-related condition including, but not limited to, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy. (2 CCR 7291.2)

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 7297.0; 29 USC 2611; 29 CFR 825.122)

EXHIBIT I

Evaluation Type (check or circle one) Permanent 3-month Probationary 6-month probationary Unscheduled Annual (due on or before Feb. 28)

Summary Evaluation (check or circle one)	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory
Recommendation for Probationary Employee to become Permanent Employee (if applicable, check or circle one)	Yes			No

Additional comments: _____

SHORELINE UNIFIED SCHOOL DISTRICT

P.O. Box 198 Tomses, California 94971 (707) 878-2266 FAX: (707) 878-2554

**EMPLOYEE REQUEST FOR RECLASSIFICATION**

In accordance with section 6.19.1 of the CSEA collective bargaining agreement, an employee is entitled to request that his/her position be reclassified. The purpose of reclassification is to look at positions (not people) where duties and tasks have changed significantly, consistently, and such duties are not contemplated in the current job description. The request shall be submitted to the employee's immediate supervisor by October 1 or March 1 of the requesting year. Included in the request should be a rationale for the reclassification and recommended salary range. The supervisor shall transmit the request to the superintendent with a recommendation for approval or disapproval within fifteen (15) working days of the request and will provide a copy to CSEA. The Superintendent or designee shall convene a review panel by December 1 or May 1.

Name: _____ Location: _____

Position: _____

Current Range: _____ Requested Range: _____

Criteria for Reclassification Request

Article 6.19.1 Definition: "Reclassification" means the upgrading of an employee to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Workload increase will not be considered as a basis for reclassification.

Significant and Consistent Change of Required Duties Not in Current Job Description

Please refer to your current job description and list the significant and consistent change of required duties not in your current job description. List these tasks and duties separately and indicate the percentage/hours that you spend on these tasks/duties each week.

A. _____ % or hours _____

B. _____ % or hours _____

C. _____ % or hours _____

D. _____ % or hours _____

Please list any additional information below:

Employee Signature: _____ Date: _____

TO BE COMPLETED BY IMMEDIATE SUPERVISOR

Please refer to the employee's current job description and state below the duties and tasks, not contemplated in this current job description, which you are currently **requiring** this employee to perform on a significant and consistent basis.

Comments/Recommendations:

Comments:

_____ I agree with this employee's reasons for reclassification

_____ I do not agree with this employee's reasons for reclassification

Supervisor's Signature: _____ Date: _____