

Agreement Between
**ANDERSON UNION HIGH
SCHOOL DISTRICT**
and
**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**
Chapter 382

November 1, 2018 – October 31, 2021

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ARTICLE 1: AGREEMENT

This is an Agreement made and entered into November 1, 2018, by and between the Anderson Union High School District (Hereinafter referred to as "District") and Chapter 382, an affiliate of the California School Employees Association (hereinafter referred to as "Association"), pursuant to Government Code Chapter 10.7, commencing with Section 3540. This Agreement will cover the period of time from November 1, 2018 through October 31, 2021 and supersedes the Agreement between the parties effective November 1, 2015.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for the unit of classified employees contained in Appendix "A". Any newly created classified position, except those lawfully designated as management, confidential, or supervisory, shall be added to the representation unit, subject to the rules of the Public Employment Relations Board (PERB).
- 2.2 It is agreed and understood that any disputes arising under this Article shall be submitted to the PERB for resolution, and shall not be processed through the Grievance Procedure of the Agreement.
- 2.3 This Agreement applies only to District classified employees included in said representation unit.

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 3.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 It is agreed and understood that no grievance shall be filed solely on the basis of an alleged violation of this Article.

ARTICLE 4: EMPLOYEE RIGHTS

The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations' activities.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 The Association shall have the right of access to areas in which employees work, subject to the following procedures and conditions. All Association business, discussion, and activities shall be conducted by unit members and Association officials outside of employees' assigned duty times and in such a way which will not interfere with school programs. Association representatives who are not employed by the District shall follow District procedures upon arrival at the school campus.
- 5.2 The Association may use District facilities when not otherwise in use for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities must be followed.
- 5.3 The Association may use the school mailboxes and bulletin board spaces which shall be designated by the Superintendent or designee in places where unit members work subject to the following conditions:
 - 5.3.1 All postings for bulletin boards or items for school mailboxes and internal mail system must contain the date of posting or distribution and the identification of the organization together with an Association Officer that such material is an official Association publication.
 - 5.3.2 At the time of posting or distribution, a copy of such material must be provided to the Principal or Site administrator.
 - 5.3.3 The Association shall not post or distribute information which is defamatory of the District or its personnel.
- 5.4 A representative of the Association, upon written authorization of the unit member, shall be permitted to inspect materials in such employee's personnel file subject to the procedures of Article 7, Sections 7.2 and 7.3.
- 5.5 The District shall provide CSEA with a seniority list as of the fiscal year on or before January 1.
- 5.6 Simultaneous to the layoff notice required by Article 14.4.4 the District shall provide the Association with a seniority list of affected classes.
- 5.7 Association representatives shall be entitled to reasonable release time for meeting and negotiating and for processing grievances. District policies regarding absence approval and reporting must be followed. The Association negotiating committee shall not exceed five (5) District employees.
- 5.8 The District agrees to provide each unit member with a copy of this Agreement printed by the District at its expense.

5.9 A CSEA representative will be allowed to meet with new employees during the new employee orientation.

ARTICLE 6: REPRESENTATION FEE

6.1 Employee Rights

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

6.1.2 A unit member has the right to choose either to become a member of the Association or to pay to the Association a fee for representation services, or to refrain from either of the courses of action in Section 6.1.1 upon the grounds set forth in Section 6.5.

6.2 Payroll Deductions

6.2.1 The Association shall be provided continuous payroll deductions of membership dues, including the dues of the State organization. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

6.2.2 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized association officer submits a written request to the District for such adjustment; and provided further that at least thirty (30) calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, increase or decrease in authorized deductions by a member(s) for Association approved items.

6.2.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all unit members for whom all dues deductions have been made.

6.3 Payment Method and Association Certification Requirements

6.3.1 A bargaining unit member who does not fall within the exempted categories as set forth in Section 6.5, and who has not voluntarily made application for membership in the Association within the 60th day following either the date upon which the results of the separate election provided for in the Sections above are finally certified pursuant to the rules and regulations governing the Public Employment Relations Board, or, the date upon which said employee has been formally hired by the District as a bargaining unit employee, must as a condition of continued employment in the District pay to the

Association a service fee.

6.3.2 In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 6.2 of this Agreement and pursuant to the Education Code.

6.3.3 Prior to the beginning of such automatic payroll deduction, the Association will certify to the District in writing that:

- 1) The employee whose pay is to be affected by the deduction has:
 - a) refused to join the association;
 - b) refused to tender the amount of the service fee as defined herein;
 - c) not applied for an exemption under Section 6.5 herein: and
- 2) The Association is complying with current Public Employment Relations Board Regulations regarding "Notification," "Agency Fee Appeal," "Escrow of Agency Fees in Dispute," and "Filing of Agency Fee Appeal Procedure."

6.3.4 The written certification in Section 6.3.3 shall be a condition precedent to any collection of the service fee by the District.

6.3.5 The unit member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.

- 1) The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than three days.
- 2) When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and service fees.

6.4 Annual Verification of Service Fee by Association

The Association shall file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the service fee.

6.5 Unit Members Exempted from Obligation to Pay Service Fee

6.5.1 Any unit member shall be exempted for the requirements of a service fee if such unit member is a member of a bona fide religion, body or sect which has historically held objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1(d) of the Government Code.

6.5.2 Such exempt unit member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to such service fee to any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Such charities cannot be affiliated in any manner with the Association, nor can such charities be related to an established religious organization.

6.5.3 The Association may, upon written request to the unit member, require the exempt unit member to submit an affidavit explaining the basis for the unit member's objection to the payment of the service fee.

6.6 The District's obligations under this Article are: (1) to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement: and (2) deduct from pay appropriate amounts pursuant to Sections 6.2 and 6.3 herein. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

6.7 Hold Harmless and Indemnity Provision

The Association, as defined by this Agreement, shall hold the district harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this Agreement pertaining to representation fee. Such reimbursement shall include costs and attorneys fees incurred by the District.

ARTICLE 7: EMPLOYEE EVALUATION PROCEDURES

7.1 Written Performance Evaluations

7.1.1 Each Probationary status unit member shall be evaluated in writing by the immediate supervisor no less than three (3) times during probation: in the first three months; in the three to six-month period; and after six months, but before the end of the probationary period, which shall be nine (9) calendar months. Each permanent status unit member shall be evaluated in writing by the immediate supervisor at least once each year no later than May 1st.

- 7.1.2 The immediate supervisor shall discuss each such written evaluation with the employee and shall provide the employee with a copy.
- 7.1.3 Any written performance evaluation shall include recommendations for improvement in cited deficiencies. The immediate supervisor shall complete a subsequent written evaluation within ninety (90) calendar days of completion of any negative written performance evaluation. The employee shall have the right to respond to negative written performance evaluations in accordance with Section 7.2.4 below.
- 7.1.4 The Classified Employee Performance Report (form) is agreed to and attached hereto as Appendix D.

7.2 Employee Personnel File

- 7.2.1 The official District personnel file of each employee shall be maintained at the District's central administrative office.
- 7.2.2 An employee may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:
 - 1) were obtained prior to his/her employment,
 - 2) were prepared by identifiable examination committee members, or
 - 3) were obtained in connection with a promotional examination
- 7.2.3 An employee may inspect such materials in his/her personnel file, with the exception of the items specified in Section 7.2.2, during the normal business hours of the District Office at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a District administrator or designee.
- 7.2.4 No materials of a derogatory nature, except the items specified in Section 7.2.2, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at a time when the employee can be spared from duty, as determined by the supervisor. The employee shall submit a request in advance to the supervisor to leave the normal place of work during assigned duty times for such review and comment.
- 7.2.5 All material placed in an employee's personnel file shall be dated and signed by the contributor.

7.3 Evaluations Grievance Procedure

Because of the technical nature of many aspects of classified employee evaluations, the District and Association agree that only the procedural aspects of the evaluation process are subject to the grievance procedure of this Agreement. Issues that may arise regarding the content of an evaluation shall be resolved by the following review procedure:

- 7.3.1 The content of the evaluation may be reviewed on the basis that either the standards or criteria utilized by the evaluator were unfair and/or arbitrary or that the evaluator's judgments related to those criteria were unfair and/or arbitrary.
- 7.3.2 Within five (5) school days of receipt of the evaluation, the employee may request a meeting with the Superintendent or designee. The Superintendent or designee shall schedule a meeting with the employee and the evaluator to discuss the evaluation and attempt to resolve any disagreements concerning the evaluation.
- 7.3.3 The decision of the Superintendent or designee shall be final, subject to the right of the employee to attach a written statement to the evaluation pursuant to Section 7.2.4.

ARTICLE 8: HOURS OF EMPLOYMENT & OVERTIME COMPENSATION

8.1 Work Week and Work Day

- 8.1.1 Full-time employment within this representation unit consists of forty (40) hour week rendered in units of eight (8) hours. The work week shall consist of up to five (5) consecutive work days for all employees rendering service averaging four (4) hours or more per day during the work week.
- 8.1.2 The work day and work week for all unit members shall be established and regularly fixed by the District. The District shall not temporarily modify an employee's work week or work shift for the purpose of circumventing the payment of overtime, pursuant to Section 8.5.
- 8.1.3 The District retains the right to extend the regular work day or work week of employees when it deems it necessary to carry out the District's business.
- 8.1.4 A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the purposes of fringe benefit proration.

8.2 Work Year

Classified twelve-month employees work a 260 day work year. For years with 261 days, 12 month classified employees would have the Wednesday before Thanksgiving as a non-work day. For years with 262 days, 12 month classified employees would have the Wednesday before Thanksgiving and the day of New Year's Eve as non-work days. For years with 263 days, 12 month classified employees would have the Wednesday before Thanksgiving, the day of New Year's Eve as non-work days and would have a "floating" non-work day, to be determined by the employee and approved by the supervisor.

Classified ten-month employees work 181 days a year, following the school calendar with one additional day prior to the start of school as a mandatory training day.

8.3 Meal Period

8.3.1 A non-compensated meal period of between thirty (30) to sixty (60) minutes shall be provided all unit members, except those employed in a Food Service classification, who render service of at least six (6) consecutive hours. The length of the meal period shall be determined by the supervisor. The supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible.

8.3.2 Unit members employed in a Food Service classification, who render service of at least four (4) consecutive hours, shall be provided a compensated thirty (30) minute meal period. The meal period shall be taken as assigned by the supervisor.

8.3.3 A supervisor may assign unit members employed in the Paraprofessional classification to supervise students during their meal period during field trips only when it is not practical for the employee to take a duty-free meal period. In this case, the employee will be compensated for an additional thirty (30) minutes for the day.

8.4 Rest Period

A fifteen (15) minute compensated rest period shall be provided for members of the unit for each four (4) hour period of service. This rest period shall be taken at the direction of the supervisor at or near the mid-point of each four (4) hour period of service.

8.5 Overtime Compensation

8.5.1 Overtime compensation shall be provided employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week.

8.5.2 For the purpose of computing the number of hours worked, time during which an

employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. All time during which an employee is directed and authorized by the immediate supervisor to be on duty and to perform service shall also be considered as time worked.

8.5.3 Employees with a work week of five (5) consecutive workdays averaging four (4) hours or more per day shall receive overtime compensation for work directed and authorized by the immediate supervisor to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week.

8.5.4 Employees whose average workday is less than four (4) hours shall receive overtime compensation for work directed and authorized by the immediate supervisor to be performed on the seventh (7th) day following the commencement of the work week.

8.5.5 Employees eligible to receive overtime compensation shall be compensated equal to time and one-half of the employee's regular rate of pay, or, at the option of the District, shall receive compensatory time off at time and one-half at the employees' regular rate of pay.

8.5.6 Consistent with the Fair Labor Standards Act, employees so authorized to take compensatory time off shall take such compensatory time off, as approved by the supervisor, within six (6) calendar months following the month the overtime service was rendered. In the event the employee does not take such compensatory time off within said six (6) month period, he/she shall receive the appropriate cash compensation for the overtime service rendered.

8.5.7 It is agreed and understood that there shall be no pyramiding for overtime worked.

8.6 Shift Differential

A full-time member of the unit whose assigned work shift commences between 1:00 p.m. and 4:00 a.m. shall receive a shift differential in the form of an assigned shift of seven and one-half (7 1/2) hours, for which he/she shall be paid eight (8) hours at the regular rate of pay.

8.7 Call-Back

Full-time unit members called back to work by the immediate supervisor more than one (1) hour before normal working hours, on a work day after normal working hours, or on a day not scheduled to be worked, shall receive at least two (2) hours of compensation at the overtime rate, as specified in Section 8.5.1. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal work day.

8.8 Additional Provisions Applicable to Bus Drivers

8.8.1 Home to School Routes

- 1) The assignment of regularly scheduled home-to-school routes, as determined by the District, shall be based upon length of service as follows:
 - a) For the purposes of this provision, "Length of Service" as a bus driver with probationary or permanent status with the Anderson Union High School District is based upon date of hire per Section 14.1.3. Transportation employees with the same hire date shall be placed by lot in a sequential order for the purpose of assignment of bus driving duty.
 - b) The driver with the greatest length of service shall select his or her route first. This procedure shall be followed for all routes in descending order of length of service.
 - c) Routes shall be assigned approximately 30 days after the start of the school year. Thereafter, they shall not be reassigned except in the event of a permanent change of bus driver described herein. However, the District reserves the right to make temporary modifications in the assignments as it deems necessary to meet the transportation requirements of the students.

8.8.2 Extra-Duty Assignments

- 1) Use of Charter Bus Companies
 - a) The District may charter trips with charter bus companies not to exceed eight (8) extra trips per school year. Charter requests beyond the eight (8) will be discussed with the District and CSEA Chapter 382 (President and CSEA Representative). Trips can only be chartered if they are fully funded by sources outside the Anderson Union High School District.
 - b) All charter bus expenses must be funded without district funds through the use of student fees, ASB funds, fund-raising activities, outside organizations or donations. It will be the option of the advisor/coach in charge of the activity to use SCOE transportation or a charter bus company.
 - c) Trips not funded as listed in Section 8.8.2(1)a will be submitted to SCOE transportation department as delineated in the Agreement between AUHSD and CSEA Chapter 382 dated May 11, 2006.
- 2) Use of Vans

A trip requesting 3 or more vans must be agreed to in advance between Chapter 382 (President and CSEA Labor Representative).

- 3) The Transportation Supervisor will post the fall, winter, and spring Activity Bus Schedules within seven (7) days of receipt.
- 4) Additional trips other than those of Section 8.8.2(3) will be posted on the Activity Bus Schedule (but will not be offered until the pertinent season) as they become known to the Transportation Supervisor.
- 5) Rotation System
 - a) Extra Duty Driving assignments shall be made using a rotational list of all eligible drivers who want to be on the list, ranked by the length of service as a District Bus Driver per section 8.8.1.1(a) above.
 - b) Prior to the first day of school of each school year, each Driver will advise the Transportation Supervisor in writing whether he/she wishes to be placed on the rotation list for Extra Duty Trips. Employees not providing written notice, or employees requesting not to be included on the list, will be omitted from the list for the season (Fall, Winter, or Spring).
 - c) As an extra duty trip becomes known, the Transportation Supervisor will utilize the rotation list and will offer the trip for the next available driver.
 - d) Employees who are on the rotational list and, sign for and accept Extra Duty trips may decline for any reason up to two such trips per fiscal year without penalty. In the event of a third declination during the fiscal year for any reason, the employee shall be bypassed for the next following season (fall, winter, or spring) and the District shall post the trip on the Activity Bus Schedule for that particular season. The District may employ a substitute driver for any extra duty assignment declined by the driver that does not provide at least twenty-four (24) hours advance notice to the District Transportation Supervisor.
 - e) For the purpose of this section, a "substitute" is any person who is qualified and licensed to operate the District bus, including regular District employees. The District may employ a substitute driver for any extra duty assignment that does not provide at least twenty-four (24) hours advance notice to the District Transportation Supervisor.
 - f) As trips are posted in accordance with Section 8.8.2(4), they will be assigned in accordance with the rotational list described in Section 8.8.2(5)b. Trips on the original signing described in Section 8.8.2(3) will

not be changed because of an additional trip. Employees who request to be removed from the rotation list will be removed and their remaining scheduled extra duty trips will be rescheduled in accordance with Section 8.8.2(5)b.

- g) At the discretion of the District, trips which are scheduled for approximately the same time of the day and destination may be combined with other scheduled trips and considered as one trip.
- 6) All Bus Drivers who report for a driving assignment other than one which is a part of their regular schedule shall be paid at the appropriate hourly rate for two (2) hours if such an assignment is cancelled without prior notice to the driver.
- 7) All bus drivers who are assigned driving which is attached to part of their regular schedule shall be paid at the appropriate hourly rate for the actual driving time. All bus drivers who are assigned driving which is not a part of their regular schedule shall be paid at the appropriate hourly rate for a minimum of one (1) hour for each said assignment.

ARTICLE 9: COMPENSATION

9.1 Wages

9.1.1 There is no wage increase for the 2007-2008 school year. However, if another unit receives a salary and/or benefits increase for 2007-2008, negotiations will be reopened on this item. Additionally, the following "leveling up" changes were made, and are reflected in Appendix B:

- 1) Leveling up of the food service family effective July 1, 2007
- 2) Leveling up of the custodial family in two phases: 75% of leveling up effective July 1, 2007 and 25% leveling up effective July 1, 2008
- 3) Leveling up of the clerical family, in-house suspension supervisor, and campus supervisor effective July 1, 2008

9.1.2 A classified employee who is temporarily assigned to perform the duties and responsibilities of a position of a higher classification for a period exceeding five (5) working days within a fifteen (15) calendar day period shall receive the rate of pay of the higher classification for the entire period of time of such temporary assignment. An employee so assigned shall be placed on the salary step of the higher classification which represents a salary increase.

9.1.3 Employees hired after April 1 of any year will remain on the same salary step until July 1

of the following year. Employees hired prior to or on April 1 of any year will be placed on the next highest salary step on July 1 of that year.

- 9.1.4 A classified employee who is promoted to a classification in a higher salary range shall receive a placement on the salary step of the new salary range which represents at least a 1% salary increase. The anniversary dates and salary step advancement shall be as specified in Section 9.1.3.
- 9.1.5 New District employees will receive one-year placement for each three years of comparable experience in the same field not to exceed 12 years prior experience.

9.2 Insurance Benefits

9.2.1 Each full-time classified employee shall be eligible to receive a District health insurance CAP of \$1025 per month. The insurance CAP of \$1025 may be applied to any combination of health, dental, and vision insurance offered by C.V. Trust (full-time employees must enroll in all three). If the total cost of health, dental, and vision insurance chosen by the employee is below the District CAP, the balance may be placed in an approved tax sheltered annuity. If the total cost of insurance chosen by an employee is above the District CAP, the balance may be taken out as a payroll deduction or can be deposited in an IRS 125 plan beginning in January of any year.

- 1) Employees qualifying for insurance benefits pursuant to Section 9.2.1 above are to continue to receive insurance benefits unless there is a reduction of hours as a result of a voluntary reduction, excluding voluntary reduction pursuant to Education Code, Section 45298.
- 2) Beginning July 1, 2017, Insurance benefits shall be prorated for part-time employees employed for six (6) or more hours per day. Employees regularly assigned to work less than 6 hours per day shall not be eligible for any benefit contribution. For employees hired prior to July 1, 2017 regularly assigned to work less than 6 hours but more than 4 hours shall be eligible for pro-rated benefits. These options are available only at the time of employment or any open enrollment periods permitted by the insurance carriers. The District portion of the premium for this benefit will have the same ratio to the full premium as the employees' regularly scheduled work hours per day has to eight (8) hours per day. The balance of the benefits costs shall be withheld from the employee's paycheck.
- 3) The District will provide life insurance benefits to full-time employees. The District will pay the same premium for all employees; however, the life insurance benefit received by the employee will vary according to age. Effective July 1, 2005, employees who are presently working less than eight hours and are receiving the benefit will be "grandfathered" to continue receiving the benefit.

- 4) The District will provide income protection insurance for full-time employees covered by this Agreement. The income protection amount will be based on the plan purchased by the District.

9.2.2 Unit members who are normally assigned to work less than thirty (30) hours per week are eligible to participate in the above District insurance programs subject to the following conditions:

- 1) Participation is subject to the approval of the insurance carriers.
- 2) The full cost of the premium must be submitted to the District Business Office in advance, pursuant to District procedures.

9.2.3 Retiree Medical

- 1) Employees after the age of fifty-five (55), with a minimum of fifteen (15) consecutive years of District service, who retire on or after July 1, 1990, by going directly from active employment with the District to retirement through the Public Employees Retirement System, are eligible to participate in the medical benefit plan set forth in Section 9.2.
- 2) Employees who retired prior to June 1, 2012 will receive four-hundred-fifteen dollars (\$415) toward the payment of retiree health benefits. For employees who retire June 1, 2012 through June 30, 2015, the District will contribute four-hundred-seventy-five dollars (\$475) towards the payment of retiree health benefits. The retiree will pay the remaining balance of the cost. For employees who retire July 1, 2015 or later, the District contribute five hundred dollars (\$500) towards the payment of retiree health benefits. This option is available only until a retiree becomes eligible for other equivalent group medical insurance (including Medicare) or until reaching age sixty-five (65), whichever is earlier, and only for a maximum of sixty (60) months.
- 3) The District premium contribution may be applied towards the district group medical insurance provided to actively employed unit members, subject to carrier regulations, or any other medical insurance plan of the retiree's choice. If the District plan is selected, the district will pay the full premium directly to the provider and the retiree will reimburse the district for any difference between the premium and the agreed upon District contribution as stated in Section 9.2.3(2). If the employee chooses a plan other than the district plan, the district will pay the amount described in Article 9.2.3(2) directly to the employee, not to exceed the amount of the premium. The employee will be required to show proof of payment for plans other than the district plan. If the retiree chooses a plan other than the district plan, carrier regulations prohibit returning to the district plan.

9.3 Salary Schedule Advancement

9.3.1 Definitions

- 1) District Service – total years of service. Vacation and District awards are based on this total
- 2) Positional Service – placement plus experience in current range

9.3.2 Each unit member is eligible to receive a salary schedule advancement at the end of each school year of positional service until he/she reaches step 5 of the salary schedule.

9.3.3 Employees are eligible to receive an additional 5% salary schedule advancement at the beginning of:

- 1) Eight (8) years of positional service
- 2) Thirteen (13) years of positional service
- 3) Eighteen (18) years of positional service
- 4) Twenty-three (23) years of positional service
- 5) Twenty-eight (28) years of positional service
- 6) Thirty-three (33) years of positional service

9.4 Professional Growth Increment

Employees who qualify for a professional growth increment pursuant to Sections 9.4.1 through 9.4.5, shall be paid \$250.00 for those units completed before July 1, 2013 and \$350.00 for those units completed after July 1, 2013. Such stipends are to be paid in a lump sum in August of each year.

9.4.1 Units allowed for salary stipend shall be limited to formal workshops or courses and college or university courses successfully completed from an institution accredited by a recognized educational accrediting organization and District-sponsored workshops (minimum of fifteen (15) hours equivalent to one unit). Such units must also be of value to the District as determined by the Superintendent or designee. Units for which the employee receives any District monetary contribution shall be allowed for salary schedule placement when the units offered are by an institution of higher learning and is paid for by the employee, and at least a portion of the event takes place outside of the work day.

- 9.4.2 Requested units which are not approved by the Superintendent's designee may be appealed to the Superintendent who shall make a final and binding decision. Units for salary stipend must be so approved prior to enrollment.
- 9.4.3 Qualification for the stipend shall be based upon semester units. For the purpose of converting quarter units to semester units, each quarter unit shall constitute two-third (2/3) of one (1) semester unit. Each semester unit shall require a minimum of fifteen (15) hours of class work.
- 9.4.4 For qualification for the stipend, transcripts, or verification of completion of District approved or sponsored courses or workshops shall be submitted to the District Office on or before October 15th.
- 9.4.5 To qualify for a professional growth stipend, an employee must accumulate six (6) units through District approved workshops or through courses taken from an accredited college or university. Such units must relate to the employee's work or result in personal growth which would enhance his/her work for the District. Once a professional growth stipend is earned, the employee is eligible for the next stipend upon earning at least six (6) new approved units. An employee may earn up to five (5) stipends.

9.5 Uniforms

The District may require unit members to wear a distinctive uniform and items of identification. As determined by the District, the purchase, lease, or rental of such uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.6 Mechanic's Tool Replacement Policy

Each mechanic will be allowed a tool allotment of one hundred dollars (\$100.00) per quarter for specialized tools required in bus maintenance. This will be paid in the form of reimbursement for tools purchased. The transportation supervisor must approve such purchase in advance. The one hundred dollars (\$100.00) may accumulate into a larger sum during a one-year period to pay for larger equipment purchases. The allotment may not be carried over from year to year.

9.7 Automobile Mileage Expense Reimbursement

A unit member who is authorized in advance to use his/her personal automobile in the performance of duties shall be reimbursed at the rate recognized by the Internal Revenue Service. To be eligible for such mileage reimbursement, an employee must follow District approval and claim procedures.

9.8 Employee Expense Reimbursement

A unit member, who has received the prior authorization of the District, shall be reimbursed for the costs of meals and lodging incurred while in the performance of duties, subject to the following conditions:

- 9.8.1 Lodging and meal reimbursement shall not exceed the Internal Revenue Service approved tax-free allowances for travel.
- 9.8.2 Employees must comply with District policies concerning required prior approval and expense claim filing and verification. Expense reimbursement maximums may be waived with prior District approval.

9.9 Retirement Benefits

In the event that the Golden Handshake is no longer available, the District and Classified Bargaining Unit will investigate other retirement incentive options to replace the Golden Handshake.

ARTICLE 10: HOLIDAYS

10.1 The following shall be the holiday schedule for unit members:

July 4 - Independence Day

The first Monday in September -Labor Day

November 11 - Veteran's Day

The last Thursday in November - Thanksgiving Holidays

The day following the last Thursday in November

December 25 - Christmas Holiday

The work day preceding December 25

January 1 - New Year's Day

The third Monday in January - Martin Luther King Jr. Day

February 12 - Lincoln's Day- The Governing Board may designate an alternate holiday

The third Monday in February - Washington's Day

The Friday or Monday during the week of the spring school recess - Spring Holiday

The last Monday in May - Memorial Day

Any other day appointed by the President or the Governor of this State, pursuant to subdivisions (b) and (c) of Section 37220 of the California Education Code, for a public fast, thanksgiving, or holiday.

10.2 To be entitled to any of the paid holidays in Section 10.1, a unit member must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday period.

10.3 If a day or other than November 11 (Veterans Day), or February 12 (Lincoln's Day) is designated as a holiday, a unit member will be entitled to the alternative paid holiday if he/she were in paid

status during any portion of the working day preceding or succeeding the regular holiday.

- 10.4 When one of the holidays in Section 10.1 falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.
- 10.5 During the spring school recess, the Friday or Monday closest to the observed Easter holiday shall be deemed the employee holiday.

ARTICLE 11: VACATION

11.1 Days of Vacation Leave Per Year

11.1.1 Paid vacation leave shall accrue for full-time twelve-month employees at the following rates:

- One – Five years of district service – 12 days of vacation
- Six – Fifteen years of district service – 15 days of vacation
- Sixteen – Twenty years of district service – 17 days of vacation
- Twenty-one and beyond – 20 days of vacation

11.1.2 Vacation leave shall be prorated for unit members employed less than full-time for twelve months on a proportionate basis based upon the number of hours the part-time employee is paid in comparison with a full-time twelve month employee.

- 11.2 Upon separation from service, a unit member shall be entitled to lump sum compensation for all earned and unused vacation. Employees who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.
- 11.3 A holiday falling within a vacation period shall not constitute a vacation day.
- 11.4 Effective July 1, 2012, only 20 days of accrued vacation time may be carried over the following year. Accrued vacation in excess of 20 days will be paid to the employee in cash on October 31 of each year. Accrued vacation may be taken at any time during the school year, upon the approval of the employee's supervisor.
- 11.5 Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements as determined by the District. The vacation schedule of maintenance personnel will be granted with permission of the supervisor not to exceed a two week period during the summer months. The vacation schedules will be granted by seniority. Vacation periods at each site may not overlap.
- 11.6 A unit member shall be permitted to interrupt vacation leave to take either bereavement leave or sick leave of no less than three (3) consecutive work days for which hospitalization or medical care was required. Employees must follow all District procedures and requirements for

requesting such vacation rescheduling, and shall provide a physician's verification upon request.

ARTICLE 12: LEAVE POLICIES

12.1 Bereavement Leave

12.1.1 A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary, for the death of any member of his/her immediate family. If travel out of state or in excess of 300 miles one way is required, an employee shall be entitled to a maximum of two (2) additional days paid bereavement leave.

12.1.2 Member of the "immediate family", for purposes of leave of absence only, is defined as the mother, father, (or a person standing in loco parentis), grandmother, grandfather, a grandchild, stepchild or Foster child of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, brother-in-law, or sister-in-law, or any relative or domestic partner living in the immediate household of the employee.

12.2 Jury Duty

12.2.1 A unit member is entitled to a leave to appear for jury duty. An employee shall receive his/her regular pay, less any amount received for jury fees, exclusive of allowed mileage, parking, or meal expenses reimbursement. An employee shall pay the District the jury fees within 30 days of the days served.

12.2.2 Any unit member who serves jury duty for a length of time equivalent to one-half or more of his/her assigned hours, will be excused from his/her duties on that day. If the unit member serves less than one-half of the assigned hours, he/she will return to his/her position for the remaining hours.

12.3 Sick Leave

12.3.1 Unit members employed five (5) days a week shall be entitled to one (1) day leave of absence for illness or injury, with full pay for each paid month of employment.

12.3.2 Members employed less than full time will have sick leave prorated to the months and hours employed.

12.3.3 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

12.3.4 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave. However, a new employee of the District shall not be eligible

to take more than six (6) days until the first day of the calendar month after completion of six months of active service with the District. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

- 12.3.5 The District may require a doctor's verification following any absence due to illness or injury as a condition of payment of sick leave. The employee shall provide such verification following any absence exceeding ten (10) workdays.
- 12.3.6 Except in the event of an emergency, employees shall notify their immediate supervisor or designate as far in advance as possible of taking any sick leave.
- 12.3.7 Employees returning to work from sick leave after surgery or serious illness, upon the request of the District, must provide a doctor's release, certifying medical permission to return to work.
- 12.3.8 When an employee's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 12.3.9 When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid any employee employed to fill the position during the absence.

12.4 Industrial Accident and Illness Leave

- 12.4.1 Unit members who have completed nine (9) months of continuous active District service shall be eligible for leave of absence as a result of a valid industrial accident or illness claim. Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence the first (1st) day of absence.
- 12.4.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 12.4.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 12.4.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.

- 12.4.5 Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial illness and accident leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her accumulated sick leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than his/her full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 12.4.6 Unless travel outside of California is authorized by the governing Board, employees receiving benefits under this section during period of illness or injury shall remain in the State of California.
- 12.4.7 The district may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work. Upon such verification to return to work from an absence under this leave, an employee shall be entitled to return to his/her position or an equivalent position.

12.5 Personal Necessity Leave

Unit members may use a maximum of seven (7) days of accumulated sick leave in any school year for personal necessity leave for the following purposes:

- 12.5.1 Death of a member of the immediate family when additional leave is required beyond that provided under bereavement leave. For the purpose of this section, member of the "immediate family" is defined as the parent (or a person standing *in loco parentis*), grandparent, or a grandchild of the employee or of the spouse of the employee, and the spouse, child (stepchild or foster child), son-in-law, daughter-in-law, brother, or sister of the employee, or any relative living or domestic partner in the immediate household of the employee.
- 12.5.2 Accident involving the person or property of the employee, or the person or property of a member of the immediate family. For the purposes of this section, "member of the immediate family" shall be as defined in 12.5 above.
- 12.5.3 Appearance in any court or before any administrative tribunal as a litigant party or witness under subpoena or any order made with jurisdiction.
- 12.5.4 Other personal emergencies which, in the judgment of the Superintendent, cannot reasonably be expected to be disregarded by the employee and which necessitate his/her immediate personal attention during assigned duty hours. The employee must follow District procedures for absence request and reporting.

12.5.5 Three (3) days of available Personal Necessity Leave may be used in any school year for personal leave. Such leave may be utilized for any purpose which the employee deems as personal, except that the leave may not be used for concerted activity. The date for such leave is subject to the approval of the Personnel Director or Designee.

12.6 Pregnancy Disability Leave

Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child-bearing, but shall be limited to those disabilities as set forth in this paragraph. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; provided that such verification clearly demonstrates to the District that such leave is for disability and not for purposes of child care or other non-disability purposes.

12.7 Family Care Leave

The District shall grant Family Care Leave pursuant to Board Policy 4261.8.

12.8 General Provision Concerning Paid Leaves of Absence

During any paid leave of absence, a member of the unit shall be considered an employee in paid status covered by this Agreement.

12.9 Personal (Unpaid) Leave

12.9.1 Unpaid leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement. Leaves up to ten (10) working days may be approved by the Superintendent or designee. Requests for leaves of greater than ten (10) working days may be approved by the Governing Board.

12.9.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the District Office.

12.9.3 One full day's pay shall be deducted from the employee's salary for each day of leave taken.

12.9.4 Upon the expiration of a leave without pay of greater than 30 working days, the employee shall be assigned to a position within the employee's classification, pursuant to Section 13.5.

12.10 Leave for Association Meetings

Unit members may attend Association meetings during scheduled working time, subject to the following conditions:

12.10.1 Such meetings are limited to ten (10) regularly scheduled monthly Association meetings during each school year and one (1) contract ratification meeting each school year. The Association shall provide the district with a schedule of the monthly meetings at the beginning of each school year.

12.10.2 Such unit members shall return to duty after the meeting, complete the regularly assigned shift, and make up the working time lost.

ARTICLE 13: TRANSFER PROCEDURES

13.1 Definition

A "transfer" is defined as a change of job locations within classification.

13.2 General Provisions

The District may transfer unit members, subject to the following procedures.

13.3 Transfer Requests

13.3.1 Unit members may, at any time, submit to the District Office a written request for transfer.

13.3.2 The District Office shall maintain a transfer file of all such requests received. Such requests shall be considered as appropriate vacancies occur.

13.4 Posting of Vacancies

13.4.1 The District shall post in each major work location, vacancies for positions in the representation unit. Employees may submit to the District Office a written request on the appropriate District form for consideration for such a vacancy.

13.4.2 Each vacancy announcement shall normally remain posted for a period of five (5) working days, during which unit members may apply. Such posting shall include pertinent information about the vacancy and the deadline for submitting requests for consideration.

13.4.3 In order to prevent a "round-robin" series of job vacancy posting, in an initial vacancy announcement, the District may require unit members wishing to transfer to indicate their desire. The District will consider all such transfer requests for any actual vacancies

which may occur.

13.4.4 The District shall inform all employees submitting requests for consideration for a vacancy of the disposition of their request. If an employee's request to fill a vacancy is not granted, the employee shall be entitled to a meeting with the Superintendent or designee to discuss the reason why the request was not granted.

13.5 Transfers Not Requested By Employee

13.5.1 Notice of at least ten (10) working days shall be provided an employee of a transfer which he/she had not requested. This provision shall not apply to temporary assignments made for a period not exceeding thirty (30) calendar days.

13.5.2 Such unit member may request a meeting with the Superintendent or designee to discuss the reasons for such transfer.

13.5.3 A unit member shall also be given an opportunity to be considered for other transfer vacancies available at the time of the impending transfer.

13.5.4 Such transfers shall not be made arbitrarily or capriciously or for punitive or disciplinary purposes, unless the employee has been provided due process procedure rights.

However, involuntary transfers may be made for such reasons as:

- 1) Opening or closing of a District facility or program
- 2) Affirmative action and equal employment opportunity consideration
- 3) Increase or decrease in the staff assigned to a facility or program
- 4) Improvement in performance deficiencies cited in the affected unit member's performance evaluation(s)
- 5) The best interest of the District

ARTICLE 14: LAYOFF AND REEMPLOYMENT

14.1 Definitions

14.1.1 A "layoff" is the termination of an employee because of lack of work or a lack of funds. An employee may be laid off if:

- 1) A position is being eliminated and the employee has the least seniority in the classification.

- 2) The employee has been displaced or bumped by an employee whose position was eliminated.

14.1.2 A "reemployment right" is the right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.

14.1.3 A "reemployment list" is a list of the names of laid off employees arranged in rank order from the greatest to least seniority in the classification from which laid off plus higher classifications.

14.1.4 A "bumping right" is the right when actually facing layoff to displace an employee with the least seniority regardless of the number of hours per day or days per year in the same classification or a lower classification in which the employee who is facing layoff has formerly held permanent regular status.

14.1.5 A "break in service" is a complete separation of a regular employment relationship with the District. A Board approved leave of absence, either paid or unpaid, is not considered a break in service.

14.2 Seniority

14.2.1 Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service means first date of employment within the classification.

14.2.2 Seniority or length of service for layoff purposes shall be calculated on the basis of hire date into a particular classification plus higher classifications:

- 1) Time served prior to a break in service shall not be counted toward seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while his/her name is on a reemployment list.
- 2) Time served as a substitute or short-term employee prior to regular appointment shall not count towards seniority in classification.
- 3) "Higher classifications" shall refer to service in any classification which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of individual employees.

14.2.3 In the event of a question of equal seniority where two or more employees have the

same date of hire, layoff and reemployment shall be determined by lot.

14.2.4 Human Resources will maintain an updated seniority list of employees by classification and distribute it to chapter president and exclusive representative.

14.2.5 An employee may challenge his/her place on the seniority list by making objections known in writing to the administrator in Human Resources who shall review the objections and conduct an audit and make the results known to CSEA and the employee prior to the effective date of any layoff involving the employee.

14.3 Procedures

14.3.1 The District will give an employee no less than sixty (60) calendar days notice prior to the effective date of their layoff. Such notices shall inform the employee of his/her displacement rights, if any, and reemployment rights. The district shall meet with each affected employee and deliver notice.

14.3.2 Classified employees shall be laid off in inverse order of seniority by job classification. Employees who have been employed the shortest time in the classification plus higher classifications shall be laid off first.

14.3.3 No permanent or probationary classified employees shall be laid off from any position while employees serving under emergency, provisional, short-term, or substitute status are retained in positions of the same classification.

14.3.4 A short-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this policy.

14.4 Reemployment

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

14.4.2 Laid off employees are responsible for maintaining a current address and phone number with Human Resources.

14.4.3 A reemployment list for each classification subject to layoffs will be established and maintained in Human Resources for at least 39 months, or until exhausted, whichever is sooner.

14.4.4 The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the classification plus higher classifications.

- 14.4.5 Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy.
- 14.4.6 Employees on reemployment lists shall be eligible to compete for vacancies for which they can qualify and shall be considered as promotional applicants as provided for in the rules of the District.
- 14.4.7 When a vacancy occurs in a classification for which a layoff reemployment list has been established, the Senior employee will be notified and given an opportunity to accept the vacancy. An employee who has been laid off may decline a position of fewer hours. However an employee may not decline a position of equal hours. Upon the rejection of an offer of reemployment for the equal number of hours in the position as held at the time of layoff, the employee's name will be removed from the reemployment list and he/she will forfeit all reemployment rights to which he/she would otherwise be entitled. An employee who has been laid off is eligible for rehire in a position without regard to the number of hours in the position as held at the time of the layoff.
- 14.4.8 An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute in his/her original classification or any other classification for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment.
- 14.4.9 A permanent employee who is laid off and is subsequently reemployed within 39 months shall have all rights and privileges restored. A probationary employee shall continue to serve out the remainder of the probation period and shall also have all rights and privileges restored. No seniority credit shall be earned during periods of separation from the District.

14.5 Demotion in Lieu of Layoff

- 14.5.1 In lieu of being laid off, an employee may elect demotion to a classification with a lower salary status in which he/she had previously served under permanent status and for which he/she is still qualified, provided that the employee has more seniority in the classification than the incumbent employee. He/she shall be allowed to bump the employee with the least seniority in the lower classification.
- 14.5.2 To be considered for demotion in lieu of layoff, an employee must notify the District in writing of such election not later than the meeting held to resolve bumping rights.
- 14.5.3 Any employee demoted pursuant to this section shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, his/her present salary.

14.5.4 An employee displaced pursuant to this section shall have the same rights as persons laid off for lack of work or lack of funds.

14.5.5 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 for a period of 63 months from the effective date of layoff or reduction. Such employees shall be ranked in accordance with their seniority on the reemployment list.

14.6 Retirement in Lieu of Layoff

An employee who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of 39 months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.

14.7 If it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, the employee shall be reemployed immediately upon discovery of the error. Seniority, step placement, vacation and sick leave hours shall be reinstated as if there were no interruption in service.

ARTICLE 15: PROCEDURE FOR PROCESSING GRIEVANCES

15.1 Definitions

15.1.1 A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

15.1.2 A "grievant" is the Association or any employee covered by the terms of this Agreement.

15.1.3 A "day" is any day in which the central administrative office of the Anderson Union High School District is open for business.

15.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

15.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor within twenty (20) days of when the grievant

knew or reasonably should have known of the occurrence of the act or omission giving rise to the grievance.

15.3 Formal Level

15.3.1 Level I

- 1) If the grievant is not satisfied with the decision at the informal level, he/she may present the grievance in writing on the appropriate form to the immediate supervisor within five (5) days. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 2) The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

15.3.2 Level II

- 1) If the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the Personnel Director within ten (10) days. This statement shall include the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 2) The Personnel Director or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Personnel Director may request a personal conference within the above time limits. If the Personnel Director or designee does not respond within the time limits, the grievant may appeal to the next level.

15.3.3 Level III – Fact-Finding

- 1) If not satisfied with the decision at Level II, the grievant may submit the grievance to a joint Fact-Finding Committee by filing a written request with the Superintendent within five (5) days of the Level II decision. The Fact-Finding Committee shall consist of one person appointed by the Superintendent and one person appointed by the Association Chapter President. The Fact-Finding Committee shall meet with the grievant and other involved parties and gather facts concerning the grievance, as the Committee deems appropriate. The work of the Committee shall be informal, based on the principles of win-win employer-employee relations, and designed to facilitate a resolution of the grievance which is acceptable to the parties.

- 2) Within ten (10) days of its formation, the Committee will provide the parties with its written findings and recommended resolution of the grievance. This report of the Committee shall be advisory to the parties, and shall not be final and binding. If the grievance is not resolved within ten (10) days of the conclusion of Level III, the grievant and/or association may appeal to Level IV.

15.3.4 Level IV

- 1) This statement shall include the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- 2) The Superintendent or designee shall communicate a decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

15.3.5 Level V – Mediation

Prior to submission to Formal Level VI, the grievance may be submitted to the mediation process for voluntary settlement. The parties will jointly request the California State Mediation and Conciliation Service for such services. During the pendency of such mediation, the time limits herein will be suspended.

15.3.6 Level VI – Arbitration

- 1) If Level V is not successful, the grievant, within ten (10) days after conclusion of Level V, may request in writing that the Association submit the grievance to arbitration. The Association by written notice to the Superintendent or designee within ten (10) days of the above request of the grievant may submit the grievance to arbitration.
- 2) The Association and the District shall by mutual agreement select an arbitrator. If no agreement can be reached within five (5) days of the above request for arbitration of the Association, the parties shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot.
- 3) In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by discussions with the parties and by referring to the written grievance and the answers thereto at each step.
- 4) If any question arises regarding the arbitrability of a grievance the arbitrator shall

make a determination on this issue prior to hearing the merits of the grievance, unless the arbitrator determines otherwise.

- 5) After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit his/her written findings and award to both parties, which shall be final and binding, subject to established right of judicial review.
- 6) The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision on issue(s) not before the arbitrator, or on facts not supported by the evidence. Furthermore, the arbitrator's power to award back pay is limited to the first of the fiscal year in which the grievance was filed.
- 7) The fees and expenses of the arbitrator shall be borne equally by the employer and the Association. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by both parties or the arbitrator. If the transcript is requested by only one party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

15.4 General Provisions

15.4.1 The grievant must be present at all stages of the processing of a grievance. However, the grievant may be represented by the Association at all levels of the grievance process.

15.4.2 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.

15.4.3 Time limits given in these procedures may be modified by written agreement of the parties involved.

15.4.4 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other complainants may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

15.4.5 Any employee may present grievances in accordance with this Article without intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the grievance until the Association has been provided a copy of the proposed solution and has been given an opportunity to file a response.

15.4.6 An employee grievance shall in no way interfere with the right of the District to proceed

in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., pending the final decision of the grievance.

15.4.7 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and will not be kept in an employee's personnel file.

ARTICLE 16: SAFETY CONDITIONS OF EMPLOYMENT

16.1 Unsafe Conditions

It is the responsibility of each employee to report unsafe conditions to his/her immediate supervisor. Such reports shall be in writing.

16.2 Preparation and Posting of Rules

The District shall prepare and post rules for employee safety and the prevention of on-the-job accidents. Such rules shall provide regulations and precautions for the safety of employees in the performance of their duties.

16.3 Safety Committee

16.3.1 The District shall maintain a Safety Committee, consistent with applicable law, which includes classified employee members. The Committee shall have the following responsibilities:

- 1) Review all incidents of on-the-job accidents of unit members
- 2) Conduct safety inspections of District facilities where members of the unit work
- 3) Recommend to the Superintendent programs of in-service safety training, safety rules and regulations, and improvements in District safety conditions of employment

16.3.2 Unit members who serve on the Safety Committee shall receive release time as authorized by the District.

16.4 Drug and Alcohol Testing for Employees Subject to a Commercial Driver's License Requirement

The District shall adhere to federal law and regulations requiring a drug and alcohol testing program for employees subject to a commercial driver's license requirement as stated in Board Policy 4112.42.

ARTICLE 17: DISCIPLINARY PROCEDURES

17.1 Definition of Probationary Period and Permanent Status

The probationary period of all classified service shall be nine (9) months of actual service which shall include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to Education Code Section 45191. During the probationary period, any employee shall be subject to disciplinary action, including termination, and shall not have a right to a hearing. Upon completion of the probationary period, an employee shall be designated as a permanent status employee who shall be subject to disciplinary action only for cause as prescribed herein.

17.2 Cause for Dismissal, Suspension, or Demotion

17.2.1 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the Preliminary Notice of Disciplinary Action, unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the District.

17.2.2 Causes for dismissal, suspension, or demotion:

- 1) Failure or inability to perform assigned duties and responsibilities
- 2) Insubordination (including but not limited to refusal to do assigned work)
- 3) Willful or negligent damage to public property or equipment
- 4) Discourteous, abusive, or offensive treatment of the public, pupils, or other employees in relationship to District employment
- 5) Dishonesty
- 6) Drinking alcoholic beverages while on duty; drinking alcoholic beverages prior to duty times as to cause any detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position
- 7) Unauthorized use of narcotics, controlled substances, or habit-forming drugs during duty hours: use of any medication or other substance as to cause any detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position
- 8) Conviction of a felony, any crime involving moral turpitude, or any sex or

narcotics offense made relevant by the Educational Code; conviction 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 of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this Section

- 9) Absence and/or repeated tardiness without authorization or sufficient reason
- 10) Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment
- 11) Violation of or refusal to obey the school laws of the State or rules of the District
- 12) Conduct related to the job which adversely affects the employee's ability to perform assigned duties
- 13) Offering any service in exchange for special treatment in connection with the employee's job or employment, or acceptance of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public
- 14) Abandonment of position
- 15) Conduct in violation of Section 1028 of the government Code, which provides: "It shall be sufficient cause of the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of any organization which during the time of his/her membership he/she knows advocates the overthrow of the Government of the United State by force or violence."
- 16) Revealing confidential information pursuant to the Education Code
- 17) Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of his/her position
- 18) Physical or mental condition unfitting him/her for service, as determined by a licensed physician

17.3 Preliminary Written Notice

- 17.3.1 A permanent status employee shall receive a preliminary written notice by personal service or U.S. Certified mail of any proposed disciplinary action that will be placed in the employee's personnel file. The written notice must contain a specific statement of

charges or grounds upon which the disciplinary action will be based. All known written materials, reports, or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

17.3.2 The employee shall have the right to respond either orally or in writing within five (5) business days of the personal service or certified U.S. mail to the Superintendent or designee. The Superintendent or designee shall consider the employee's response and recommend within five (5) days that the proposed disciplinary action either be taken or not taken.

17.4 The Pattern

The pattern of this discipline procedure is progressive - from oral warning(s); written reprimand(s); and suspension(s); demotions; to the ultimate penalty of discharge. However, there are cases where the action is of such a serious nature that suspension or discharge is justifiable even on a first offense. Progressive discipline is a program in which the penalties become progressively more severe in accordance with progressive seriousness of the infraction(s). Suspension may be with or without pay.

17.5 Notice of Demotion, Suspension, Reduction of Pay Step in Class, or Dismissal

Any permanent status employee against whom disciplinary action is initiated by the District shall be given written notice by the Superintendent or designee of the specific charges against him/her. The notice shall contain a statement of the rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) business days after service of the notice on the employee, and said notice shall be accompanied by a form, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

17.6 Conduct of Appeal Hearing

17.6.1 Notice of Hearing

The Governing Board shall set the matter for hearing and shall give the employee at least ten (10) business days notice in writing of the date and place prior to such hearing. The hearing shall be in closed session unless the employee requests in writing that the hearing be open.

17.6.2 Rights of Employee

The employee may attend any hearing, and shall be entitled to:

- 1) be represented by counsel or any other person at such hearing;

- 2) testify under oath;
- 3) compel the attendance of other employees of the District to testify in his/her behalf, to the extent allowed by law;
- 4) cross-examine all witnesses appearing against him/her all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearings and whose reports are offered in evidence before the Board;
- 5) present such affidavits, exhibits, and other evidence as the Board deems pertinent to the inquiry;
- 6) the party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

17.6.3 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Oral evidence shall be taken only under oath or affirmation.

17.6.4 Exclusion of Witnesses

The Board may in its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

17.6.5 Burden of Proof

The burden of proof shall be upon the District.

17.6.6 Findings and Decision

After completion of the hearing the Board shall issue a written decision on the matter. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject to established rights of judicial review.

17.6.7 Report of Hearings

Hearings may be conducted without a stenographic reporter or recording machine unless the employee requests in writing, at least three (3) full business days before the day set for the hearing that such hearing be reported or recorded and pays the costs or fees for such reporting or recording.

17.6.8 Transcriptions of Hearings

Transcripts of hearings shall be furnished to any party to the hearing on payment of the costs of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the employee in charge of business affairs of the District. Either party may have a court reporter and the requesting party shall be responsible for assuming the cost of the reporter, however, if the other party wishes to have a court reporter's transcript the total cost of the reporter shall be borne equally by the parties.

17.6.9 Continuances

The Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period of the continuance.

ARTICLE 18: SAVINGS PROVISIONS

18.1 Provisions – Extent of Validity by Law

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

18.2 Resolution of Provision Contrary to Law

In the event that a court of competent jurisdiction holds that a provision of this Agreement is contrary to law, the parties, upon the request of one party, shall meet and negotiate concerning a possible, mutually satisfactory replacement for such provision.

ARTICLE 19: CONCERTED ACTIVITIES

19.1 Interference with District Operations

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other

interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations in such activity.

19.2 Compliance of Individual Members of Association

The association recognized the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

19.3 Violation of Article

Discipline It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

19.4 Withdrawal of Privileges/Services

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or the Association.

19.5 Lock Out of Individual Members

During the term of this Agreement, the District shall not lock out unit members as a result of a labor dispute with the association.

ARTICLE 20: COMPLETION OF MEETING AND NEGOTIATION

This Agreement is, to the extent authorized by law, the entire agreement between the parties. The negotiations of compensation have been concluded until October 31, 2018 with re-openers of compensation and health benefits, and up to two articles from each team for the 2019-20 school years. Notwithstanding the provisions in this Article, it is understood that both parties may meet on any issue of concern within the lawful scope of representation, other than compensation issues, at any time upon written notice to the other party.

ARTICLE 21: TERM

This agreement is a three-year agreement, in effect from November 1, 2018 to October 31, 2021. In the spirit of interest based bargaining, the bargaining unit and administrative representatives may meet and discuss any item of interest at any time.

REPRESENTATION UNIT

APPENDIX "A"

The representation unit consists of District classified employees in the following job classifications:

Account Clerk	Mechanic I and II
Administrative Secretary I, II, and III	Native American Education Project Coordinator
Bus Driver	Paraprofessional I, II, III, and IV
Campus Supervisor	Payroll Clerk
Custodian	Program Coordinator
Food Service Assistant	Registrar
Food Service Specialist	Safety Coordinator
Health Care Assistant	Site Lead Maintenance
Information Systems Technician	Specialized Health Care Assistant
Lead Bus Driver	Specialized Health Paraprofessional
Lead Custodian	Technology Systems Assistant
Lead Food Service Assistant	Technology Systems Technician I, II, and III
Library Media Specialist	Van Driver
Maintenance Specialist I and II	

The unit excludes the following positions:

Apprentices
Executive Assistant to the Principal
Executive Assistant to the Superintendent
Food Services Supervisor
Maintenance Operations Supervisor
Part-time Playground Positions
Professional Experts
Restricted Employees (*Pursuant to Education Code Sections 45105, 45105.1, and 45108**)
Student and Work Experience Employees
Substitute and Short-term Employees
Technology Supervisor
Transportation Supervisor

**It is agreed and understood that the District may employ such persons at its discretion.*

TABLE OF SALARY RANGE ALLOCATIONS

Effective July 1, 2018

APPENDIX "B"

RANGE	POSITION	STEP 1	STEP 5
D	Food Service Assistant Paraprofessional I ¹	12.00	13.08
E	Paraprofessional II ²	12.10	13.64
F	Food Service Specialist	12.25	13.91
G	Paraprofessional III ³	12.66	15.38
I	Account Clerk Campus Supervisor Custodian	13.18	16.01
J	Bus Driver Library Media Specialist ¹ Native American Education Project Coordinator ¹ Technology Systems Assistant Van Driver (Special Programs)	13.28	16.17
K	Admin Secretary I Health Care Assistant Paraprofessional IV ⁴	13.67	16.66
L	Lead Custodian Lead Food Service Assistant Specialized Health Paraprofessional	14.11	17.12
N	Lead Bus Driver Registrar Admin Secretary II Maintenance Specialist I	14.60	17.76
O	Maintenance Specialist II Mechanic Safety Coordinator Technology Systems Technician I	15.30	18.60
P	Admin Secretary III Payroll Clerk Specialized Health Care Assistant	15.94	19.62
Q	Information Systems Technician Technology Systems Technician II	16.99	20.64
R	Mechanic II	18.87	22.92
S	Site Lead Operations Technology Systems Technician III Payroll Accountant Program Coordinator	19.53	23.76

5% experience steps at the beginning of the 8th, 13th, 18th, 23rd, 28th, and 33rd year

¹ Requires passing the Paraprofessional Test administered by the Shasta County Office of Education, or 48 college units, or an AA Degree. Passing the Paraprofessional Test qualifies to retain job in range A (Paraprofessional I) or range J (Library Media Specialist or Native American Education Project Coordinator).

² Paraprofessional II requires meeting the minimum requirement (SCOE exam) and the completion of 20 college units,

³ Paraprofessional III requires meeting the minimum requirement (SCOE exam) and the completion of 40 college units.

⁴ Paraprofessional IV requires the completion of 60 units or an AA degree. Due to the responsibility of the paraprofessionals in the Adult Transition and Erics positions, which include offsite supervision, paraprofessionals in these positions are placed at Range K, regardless of units. Placement as a paraprofessional in these programs is at the District's discretion. Employees who are subsequently assigned out of these programs will not retain the designation at Range K, unless they possess the aforementioned units or degree. (Effective 10/31/17)

ANDERSON UNION HIGH SCHOOL DISTRICT

APPENDIX "B"

CLASSIFIED SALARY SCHEDULE - 10 MONTH POSITIONS - 8 HOURS PER DAY

10 month positions = 180 school days + 12 holidays + 10 days vacation + 1 mandatory training day = 203 total days per year

Monthly Salary = Hourly rate x 8 hrs x 203 days / 11 mos.

	Step 1	Step 2	Step 3	Step 4	Step 5 - 7	Step 8 - 12	Step 13 - 17	Step 18 - 22	Step 23 - 27	Step 28 - 32	Step 33
D	1,771.64 12.00	1,793.78 12.15	1,808.55 12.25	1,839.55 12.46	1,931.44 13.08	2,027.70 13.73	2,128.55 14.42	2,235.52 15.14	2,345.54 15.89	2,464.72 16.69	2,586.97 17.52
E	1,786.40 12.10	1,808.55 12.25	1,826.00 12.37	1,920.74 13.01	2,013.95 13.64	2,116.33 14.33	2,223.29 15.06	2,333.31 15.80	2,450.97 16.60	2,574.74 17.44	2,703.10 18.31
F	1,808.55 12.25	1,838.07 12.45	1,859.62 12.60	1,954.36 13.24	2,053.68 13.91	2,156.06 14.60	2,264.55 15.34	2,377.62 16.10	2,496.81 16.91	2,622.11 17.76	2,751.99 18.64
G	1,868.81 12.66	1,963.68 13.30	2,057.05 13.93	2,162.46 14.65	2,270.88 15.38	2,385.33 16.16	2,502.79 16.95	2,629.29 17.81	2,761.80 18.71	2,898.84 19.64	3,043.41 20.61
I	1,945.61 13.18	2,045.00 13.85	2,142.88 14.51	2,251.31 15.25	2,364.25 16.01	2,483.21 16.82	2,608.20 17.67	2,736.20 18.53	2,874.75 19.47	3,017.81 20.44	3,166.89 21.45
J	1,960.67 13.28	2,055.54 13.92	2,162.46 14.65	2,267.87 15.36	2,386.84 16.17	2,504.30 16.96	2,630.79 17.82	2,763.31 18.72	2,900.35 19.65	3,044.91 20.62	3,198.51 21.66
K	2,017.89 13.67	2,120.29 14.36	2,227.21 15.09	2,335.64 15.82	2,459.12 16.66	2,581.10 17.48	2,710.60 18.36	2,846.13 19.28	2,987.69 20.24	3,136.77 21.25	3,294.89 22.32
L	2,082.65 14.11	2,180.53 14.77	2,294.98 15.54	2,407.92 16.31	2,526.88 17.12	2,654.89 17.98	2,787.40 18.88	2,925.95 19.82	3,070.51 20.80	3,224.11 21.84	3,385.24 22.93
M	2,108.25 14.28	2,206.13 14.94	2,322.08 15.73	2,441.05 16.53	2,558.51 17.33	2,688.02 18.21	2,823.55 19.13	2,966.61 20.09	3,115.69 21.10	3,269.29 22.14	3,433.43 23.26
N	2,154.93 14.60	2,261.85 15.32	2,373.28 16.08	2,490.74 16.87	2,621.76 17.76	2,749.76 18.63	2,886.79 19.55	3,031.36 20.53	3,181.95 21.55	3,341.57 22.63	3,510.23 23.78
O	2,258.84 15.30	2,368.77 16.04	2,489.24 16.86	2,617.24 17.73	2,746.75 18.60	2,883.78 19.53	3,028.35 20.51	3,178.94 21.53	3,338.56 22.61	3,507.22 23.76	3,681.90 24.94
P	2,353.71 15.94	2,474.18 16.76	2,597.66 17.60	2,725.66 18.46	2,897.33 19.62	3,041.90 20.60	3,195.50 21.64	3,355.12 22.73	3,522.28 23.86	3,696.96 25.04	3,882.19 26.30
Q	2,508.81 16.99	2,632.30 17.83	2,764.82 18.73	2,903.36 19.67	3,047.92 20.64	3,201.52 21.69	3,361.15 22.77	3,529.81 23.91	3,706.00 25.10	3,892.73 26.37	4,086.99 27.68
R	2,785.90 18.87	2,921.43 19.79	3,065.99 20.77	3,221.10 21.82	3,383.74 22.92	3,552.40 24.06	3,731.60 25.28	3,916.82 26.53	4,114.09 27.87	4,318.90 29.25	4,535.74 30.72
S	2,883.78 19.53	3,028.35 20.51	3,178.94 21.53	3,338.56 22.61	3,507.22 23.76	3,681.90 24.94	3,864.12 26.17	4,058.38 27.49	4,263.18 28.88	4,477.01 30.32	4,699.89 31.83

Salaries above reflect an increase on the salary schedule, effective July 1, 2018

ANDERSON UNION HIGH SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE - 12 MONTH POSITIONS - 8 HOURS PER DAY
 12 month positions = 173.33 hours/month, 260 days/year

APPENDIX "B"

	Step 1	Step 2	Step 3	Step 4	Step 5 - 7	Step 8 - 12	Step 13 - 17	Step 18 - 22	Step 23 - 27	Step 28 - 32	Step 33
D	2,080.00 12.00	2,106.00 12.15	2,123.33 12.25	2,159.98 12.46	2,267.62 13.08	2,380.64 13.73	2,499.04 14.42	2,624.62 15.14	2,753.79 15.89	2,893.72 16.69	3,037.24 17.52
E	2,097.33 12.10	2,123.33 12.25	2,143.83 12.37	2,255.06 13.01	2,364.49 13.64	2,484.69 14.33	2,610.27 15.06	2,739.44 15.80	2,877.58 16.60	3,022.89 17.44	3,173.59 18.31
F	2,123.33 12.25	2,158.00 12.45	2,183.30 12.60	2,294.53 13.24	2,411.14 13.91	2,531.33 14.60	2,658.71 15.34	2,791.46 16.10	2,931.40 16.91	3,078.50 17.76	3,230.99 18.64
G	2,194.40 12.66	2,305.33 13.30	2,414.53 13.93	2,539.33 14.65	2,665.87 15.38	2,801.07 16.16	2,938.00 16.95	3,087.07 17.81	3,243.07 18.71	3,404.27 19.64	3,572.40 20.61
I	2,284.53 13.18	2,400.67 13.85	2,515.07 14.51	2,643.33 15.25	2,775.07 16.01	2,915.47 16.82	3,062.80 17.67	3,211.87 18.53	3,374.80 19.47	3,542.93 20.44	3,718.00 21.45
J	2,301.87 13.28	2,412.80 13.92	2,539.33 14.65	2,662.40 15.36	2,802.80 16.17	2,939.73 16.96	3,088.80 17.82	3,244.80 18.72	3,406.00 19.65	3,574.13 20.62	3,754.40 21.66
K	2,369.47 13.67	2,489.07 14.36	2,615.60 15.09	2,742.13 15.82	2,887.73 16.66	3,029.87 17.48	3,182.40 18.36	3,341.87 19.28	3,508.27 20.24	3,683.33 21.25	3,868.80 22.32
L	2,445.73 14.11	2,560.13 14.77	2,693.60 15.54	2,827.07 16.31	2,967.47 17.12	3,116.53 17.98	3,272.53 18.88	3,435.47 19.82	3,605.33 20.80	3,785.60 21.84	3,974.53 22.93
M	2,475.20 14.28	2,589.60 14.94	2,726.53 15.73	2,865.20 16.53	3,003.87 17.33	3,156.40 18.21	3,315.87 19.13	3,482.27 20.09	3,657.33 21.10	3,837.60 22.14	4,031.73 23.26
N	2,530.67 14.60	2,655.47 15.32	2,787.20 16.08	2,924.13 16.87	3,078.40 17.76	3,229.20 18.63	3,388.67 19.55	3,558.53 20.53	3,735.33 21.55	3,922.53 22.63	4,121.87 23.78
O	2,652.00 15.30	2,780.27 16.04	2,922.40 16.86	3,073.20 17.73	3,224.00 18.60	3,385.20 19.53	3,555.07 20.51	3,731.87 21.53	3,919.07 22.61	4,118.40 23.76	4,322.93 24.94
P	2,762.93 15.94	2,905.07 16.76	3,050.67 17.60	3,199.73 18.46	3,400.80 19.62	3,570.67 20.60	3,750.93 21.64	3,939.87 22.73	4,135.73 23.86	4,340.27 25.04	4,558.67 26.30
Q	2,944.93 16.99	3,090.53 17.83	3,246.53 18.73	3,409.47 19.67	3,577.60 20.64	3,759.60 21.69	3,946.80 22.77	4,144.40 23.91	4,350.67 25.10	4,570.80 26.37	4,797.87 27.68
R	3,270.80 18.87	3,430.27 19.79	3,600.13 20.77	3,782.13 21.82	3,972.80 22.92	4,170.40 24.06	4,381.87 25.28	4,598.53 26.53	4,830.80 27.87	5,070.00 29.25	5,324.80 30.72
S	3,385.20 19.53	3,555.07 20.51	3,731.87 21.53	3,919.07 22.61	4,118.40 23.76	4,322.93 24.94	4,536.13 26.17	4,764.93 27.49	5,005.87 28.88	5,255.47 30.32	5,517.20 31.83

Salaries above reflect a increase on the salary schedule, effective July 1, 2018

JOB CLASSIFICATIONS

(Pursuant to Section 14.1.2*)

APPENDIX "C"

Account Clerk
Administrative Secretary I, II, III
Bus Driver
Campus Supervisor
Custodian
Food Service Assistant
Food Service Specialist
Health Care Assistant
Information Systems Technician
Lead Bus Driver
Lead Custodian
Lead Food Service Assistant
Library Media Specialist
Maintenance Specialist I and II
Mechanic I and II
Native American Education Project Coordinator
Paraprofessional I, II, III, and IV
Payroll Accountant
Payroll Clerk
Program Coordinator
Registrar
Safety Coordinator
Site Lead Maintenance
Specialized Health Care Assistant
Specialized Health Paraprofessional
Technology Systems Assistant
Technology Systems Technician I, II, and III
Van Driver

*Displacement and reemployment rights contingent upon meeting job requirements.

Anderson Union High School

CLASSIFIED EMPLOYEE PERFORMANCE REPORT

Employee Name: _____

Department: _____ Report period from: _____ to: _____

Classification: _____ Today's date: _____

After each factor, insert a rating which you feel best describes the employee's performance.
 Objectives are to be mutually agreed upon by the employee and the supervisor.
 Objectives must be provided if employee receives a rating of **1** or **2**.

1 = UNSATISFACTORY – Performance does not meet minimum standards.
2 = NEEDS DEVELOPMENT – Employee is making progress toward District Standards, but some improvement is needed.
3 = MEETS DISTRICT STANDARDS – Performance fully meets reasonable standards and is fully acceptable
4 = EXCEEDS DISTRICT STANDARDS – Performance is consistently notable, excellent and conspicuous.
 Performance obviously above expectations and objectives.

PERSONAL RELATIONS:

	Rating	Comments/Objectives for upcoming period
Meeting and handling the public		
Cooperation with fellow employees		
Dresses appropriately for the position		
Works effectively with students, if applicable		
Attitude (i.e. discrete, courteous, positive)		

WORK HABITS:

	Rating	Comments/Objectives for upcoming period
Arrives at work on time and prepared		
Attendance – Reliability		
Observation of rules and regulations		
Care of district property		
Understands and follows instructions		
Proficient in technical aspects of position		
Proficient in knowledge of the position		

QUANTITY OF WORK:

	Rating	Comments/Objectives for upcoming period
Makes good use of time to complete tasks as assigned		
Is able to prioritize tasks		

QUALITY OF WORK

	Rating	Comments/Objectives for upcoming period
Accuracy and attention to detail		
Neatness of work product		
Thoroughness		
Effective oral communication		
Effective written communication		

ADAPTABILITY:

	Rating	Comments/Objectives for upcoming period
Accepting of changes to tasks or methods		
Uses good judgment in critical situations		
Performance with minimum instruction		

INITIATIVE:

	Rating	Comments/Objectives for upcoming period
Works with minimal supervision		
Finds ways to improve output or make tasks easier		
Willingness to accept and carry out responsibility		
Motivated to learn new ideas and procedures		
Meeting objectives set on last evaluation, if any		

SUPERVISORY ABILITIES: (if applicable)

	Rating	Comments/Objectives for upcoming period
Planning and assigning		
Training and instructing		
Disciplinary control		
Evaluating performance		
Leadership		
Making decisions		
Fairness and impartiality		
Approachability		

OVERALL RATING & ADDITIONAL COMMENTS:

This rating should be consistent with ratings received in all performance areas on this report:

Additional comments regarding the employee's performance or suggestions on performance improvement (*additional comments may be attached to this form*):

ACKNOWLEDGEMENT:

This report represents my best judgment of this employee's performance.

Supervisor: _____

Date: _____

This report has been discussed with me by my supervisor.

Employee's signature acknowledges that he/she has read and received a copy of this performance report. Employee's signature does not necessarily mean that he/she is in agreement with the evaluation scores given. If the employee wishes to respond to the contents of this report, he/she may attach separate pages.

Employee Signature: _____

Date: _____

I have reviewed the above employee evaluation.

Director of Personnel: _____

Date: _____

BARGAINING UNIT AGREEMENT
NOVEMBER 1, 2018 – OCTOBER 31, 2021
SIGNATURE PAGE

ANDERSON UNION HIGH SCHOOL DISTRICT

Ron Brown, President, AUHSD Board of Trustees

Date

Tim Azevedo, Superintendent

Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 382

Denise McMahon, Chapter President

Date

Joan Nevarez, Labor Relations Representative

Date