

# **CLASSIFIED EMPLOYEES' AGREEMENT**

**July 1, 2018 – June 30, 2019**



Lake Tahoe Unified School District  
And  
California School Employees Association, Chapter #286

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## **PREAMBLE**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the LAKE TAHOE UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its Chapter No. 286, South Lake Tahoe, or its successors, hereinafter referred to as "CSEA".

The purpose of this agreement is to foster the effectiveness and productivity of District employees and to insure their knowledge of their rights and responsibilities to the District.

## **Article I**

### **RECOGNITION**

#### **Section 1.1 - Acknowledgment**

District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.

## Article II

### NO DISCRIMINATION

#### **Section 2.1 - Discrimination Prohibited**

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, [sexual orientation](#), or physical handicap.

#### **Section 2.2 - No Discrimination on Account of CSEA Activity**

Neither District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

#### **Section 2.3 - Affirmative Action**

District and CSEA agree that an effective affirmative action ~~program~~ [plan](#) is beneficial to the District, employees and the community. The parties agree and understand that the responsibility for an Affirmative Action Plan rests with the employer. District agrees that no provision shall be adopted in the Affirmative Action Plan that violates employee rights as set out in this Agreement.

## Article III

### CHECK OFF AND ORGANIZATIONAL SECURITY

#### Section 3.1 - Check Off

CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for all employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

#### Section 3.2 - Organizational Security

##### Subsection 1 - Dues Deduction

The District shall deduct in accordance with the CSEA Dues and Service Fee Schedule, attached hereto and marked Appendix "B", due from the wages of all employees who are members of CSEA beginning on the 30<sup>th</sup> day following the beginning of such employment and who have submitted dues authorization forms to the District.

The District shall deduct the dues in accordance with the Dues and Service Fee Schedule, attached hereto and marked Appendix "B", from the wages of all employees who, beginning on the 30<sup>th</sup> day following the beginning of such employment become members of CSEA and submit to the District a dues authorization form.

The District shall immediately notify the CSEA Chapter President if any member revokes dues authorization.

##### Subsection 2 - Service Fee

CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of the Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA. Each employee covered by the Agreement who fails voluntarily to acquire membership in the CSEA shall be required as a condition of continued employment, beginning on the 30<sup>th</sup> day following the beginning of such employment to pay to the CSEA a service fee as a contribution toward the administration of this Agreement and the representation of such employees.

The service fee shall be in the same amount and payable at the same time as the CSEA's regular dues.

In the event any employee covered by this Agreement shall fail to tender periodic dues or service fees, the District shall notify the employee, and if the employee shall not tender his/her dues or service fee within twenty four (24) hours after service of notice on the District, the District shall be required to discharge the employee **without pay**. Such discharged employee shall not be re-employed until the District has been notified in writing by CSEA that the discharged employee has become a member in good standing or executed a written authorization for the deduction of a service fee as provided in Section 3.2.2 of this Agreement.

**Subsection 3 - Religious Objection**

If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from the employee paycheck and deposited in a scholarship fund established by the District and CSEA.

**Subsection 4 - Hold Harmless Clause**

CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other sanction arising from the organizational security provisions contained herein.

## **Article IV**

### **EVALUATION PROCEDURES**

#### **Section 4.1**

Each employee shall have the right to review his/her personnel file. A review appointment must be made in advance.

#### **Section 4.2**

Each employee shall have the right to answer and rebut any materials included in his or her personnel file.

#### **Section 4.3 - Proficiency Ratings**

##### **Subsection 1**

Service ratings for probationary employees shall be submitted at least twice during the probationary period, but at least one shall be completed and submitted prior to the end of the fifth month. In addition, there shall be an evaluation at the end of twelve (12) months for those with 12-month probation.

##### **Subsection 2**

Service rating for a permanent employee shall be submitted at least once a year between April 1 and June 30. A rating may be submitted at any time by the District.

##### **Subsection 3**

Employees shall review and sign their rating upon request before the rating is placed in the personnel file, but such signature shall not imply agreement with the rating.

##### **Subsection 4**

No negative evaluation / rating shall be placed in any personnel file without opportunity for discussion between the employee and the evaluator.



**Subsection 5**

Any negative evaluation / rating which requires improvement for retention shall include specific recommendations for improvement.

**Subsection 6**

Any employee has the right to request a review of his/her rating by the Superintendent or his/her designee.

## **Article V**

### **ORGANIZATIONAL RIGHTS**

#### **Section 5.1 - Information to be Provided to CSEA**

##### **Subsection 1**

The District agrees to provide CSEA with non-confidential information required in order for CSEA to fulfill its role as exclusive representative.

##### **Subsection 2**

Further, the Superintendent shall, upon request, furnish to the President or Secretary of CSEA a copy of the Preliminary District Budget for the ensuing year at the time the Budget is under consideration by the Board of Education, and of the official Budget when it is adopted.

#### **Section 5.2 - CSEA Privileges**

##### **Subsection 1**

Use of school buildings for meetings without charge, upon execution of a Use of School Facilities form, provided that meetings do not interfere with school use.

##### **Subsection 2**

Use of school bulletin boards, and school mail or messenger service for official organizations' communications, subject to policies established by the Board of Education.

##### **Subsection 3**

Payroll deductions for dues for CSEA membership, for medical plans and for other benefits in accordance with the provisions of the policies of the Board of Education.

##### **Subsection 4**

The opportunity at regularly scheduled employee meetings to announce meetings of CSEA, including agenda items to be considered.

**Subsection 5**

The opportunity for representatives of CSEA to contact employees during the work day in which they are performing their duties in the operation of the school district, provided it does not interfere with the employees' duties. Official representatives of CSEA shall follow the school's or department's procedures for visitors.

**Subsection 6**

Nothing these rules shall be construed to withhold from any individual employee the rights and privileges he or she may possess as an individual employee of the school district and as citizen of the community.

**Subsection 7**

CSEA, and its members, for Association purposes, shall have the right to make use of school equipment, mail system, and facilities. Such equipment shall include typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.

**Subsection 8**

The President of CSEA or his/her designee shall receive a maximum of ten (10) days leave granted for Association business. These days will not be deducted from the CSEA President's or his/her designee's sick leave or vacation. The Superintendent or his or her designee will be notified two (2) days before these days are taken. If the President of CSEA or his/her designee is an employee who is normally replaced by a substitute whenever he/she is absent, CSEA will reimburse the District for the cost of a substitute. The CSEA President and/or his/her designee will make every effort to perform Association business on their own time and use work time only when necessary.

**Subsection 9**

CSEA will reimburse the District for any paper it uses in exercising its rights under this section.

**Subsection 10**

Nothing in this article provides CSEA with the right to use District consumable supplies without permission.

**Subsection 11**

There will be no strike, work stoppage, slow down, or other interference with the operations of the District by CSEA or by its officers, agents, or members for the term of this agreement.

During the term of this agreement, the District agrees not to engage in any lockout of employees covered by this agreement.

## **Article VI**

### **DEFINITIONS**

#### **Section 6.1**

CLASSIFIED refers to any employee who is included in the appropriate unit as defined in Appendix A and, therefore, covered by the terms and provision of this Agreement.

#### **Section 6.2**

An IMMEDIATE FAMILY member is defined as:

The employee's spouse, son, daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, step-parent, step-child, step-sibling, grandmother, grandfather, grandchild; the employee's spouse's grandmother, grandfather, or grandchild; any member of the family living in the employee's immediate household.

#### **Section 6.3**

CSEA refers to CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Chapter #286.

#### **Section 6.4**

REGULAR SCHOOL DAY for purpose of meeting and negotiating, means 8:00 a.m. to 5:00 p.m.

#### **Section 6.5**

COLLECTIVE BARGAINING refers to the performance of the mutual obligations of the public employer and the exclusive representative to meet at reasonable times to confer and negotiate in good faith, and to execute a written contract embodying any agreements reached, except that by any such obligation neither party shall be compelled to agree to a proposal, or be required to make a concession.

#### **Section 6.6**

BARGAINING AGENCY is the organization legally recognized or certified to represent employees in a bargaining unit. Its rights and obligations are defined by various federal, state and local laws.

**Section 6.7**

AGREEMENT is the Collective Bargaining Agreement applicable to all members of the employee association which has negotiated it.

**Section 6.8**

COLLECTIVE BARGAINING AGREEMENT OR CONTRACT is the Agreement reached between an employer and the union representing its employees which embodies the terms and conditions of employment agreed upon in collective bargaining.

**Section 6.9**

DISTRICT means local governing board.

# Article VII

## HOURS AND OVERTIME

### Section 7.1 - Work Week

#### Subsection 1

The full-time employees' work week is based upon an eight (8) hour day and a forty (40) hour week, or a ten (10) hour day and a forty (40) hour week (as defined in Subsection 4 - Alternate Work Schedule). Employees may be assigned to work fewer than eight (8) hours per day.

#### Subsection 2

The scheduling of the work day is determined by the District.

#### Subsection 3

The following is the definition for basic day, week, month and year for eight-hour-per-day, 12-month-per-year employment:

Working days credited per year.....	260.0 days
per month.....	21.66 days
Working hours credited per year.....	2080.00 hours
per month.....	73.33 hours
per week.....	40.00 hours
per day.....	8.00 hours

#### Subsection 4

The "Alternate Work Schedule" shall be in effect on a year-round basis and shall be on a voluntary basis by mutual agreement between the employee and the District. There shall be no change in the 40-hour work week, with no additional cost to the District.

**Subsection 5**

On "Early Release Days" (the day preceding Thanksgiving, the work day preceding Christmas, the day preceding New Year's, spring break and the day preceding July 4), all employees working six to eight (6-8) hours will work twenty-five percent (25%) less than their regular work day except in cases of emergency. Emergencies will be determined by the immediate supervisor, appeals are to be made to the Superintendent, whose decision will be final. Flexibility will be handled by the Principal by the adjustment of the starting or ending work hour. In no instance shall classified employees directly involved in instructional activities be released earlier than departure of the final bus.

**Section 7.2 - Work Year****Subsection 1**

Employees with 260 days per year are full-year, 12 month employees and normally shall be on duty each school day and such additional days as are designated by the individual's supervisor to meet the required total. This total includes paid holidays and service increase in vacation; the regular vacation of twelve (12) days is also included in this total.

**Subsection 2**

Employees with less than 260 days per year (see Appendix D) normally shall be on duty each school day and such additional days as are designated by the individual's supervisor to meet the required total of days they worked. This total does not include paid holidays and vacation days. The total number of paid days for employees who work less than 260 days per year is the sum of their work days, plus holidays, plus vacation days.

The number of hours worked per day and the number of work days per year for categorically funded employees shall be determined by the District and may be changed at each site due to the site's program priorities and financial condition. It is understood and agreed that such changes, effects thereof, and matters related to such changes shall not be subject to the negotiation process.

**Subsection 3**

A retired member of the Public Employees Retirement System may be employed by the District according to the Education Code and Government Code requirements.



**Subsection 4**

The work year for 260-day employees shall begin on July 1 and end on the following June 30 unless otherwise stipulated.

**Section 7.3 - Snow Days and Other Emergency Days**

The District may cancel classes when deemed in the best interest of students due to inclement weather or other emergency. On such days when classes are not held, those employees whose duties directly relate to the presence of students (e.g. bus drivers, instructional assistants, cafeteria employees, library assistant, etc.) shall not report to work nor receive pay for the day. Vacation time may be used upon approval of the supervisor. Employees so affected shall work and shall receive pay on the designated make-up day(s). All other employees shall be required to report for work on snow or other emergency days. Should the Superintendent or his/her designee close the entire District, including the District Office, due to inclement weather or other emergency, employees whose duties do not directly relate to the presence of students shall not be required to report to work and shall receive pay for the day.

In the event the District is granted a waiver of make-up for inclement weather or other emergency days, employees who were not in attendance on the emergency day may, under the direction of their supervisor, work another day to maintain their regular number of work days for the year. Such day may be worked even if students are not in attendance. If they choose not to work, leave without pay will be granted. Cafeteria employees will be given optional assignments not necessarily related to their cafeteria duties to make up hours lost on emergency days which are not made up by students.

**Section 7.4 - Overtime****Subsection 1**

Time on duty over eight (8) hours per day or forty (40) hours per week shall be considered overtime and compensated at the rate of time and one-half.

When an employee assigned four (4) hours or more on a regular basis has already worked his/her normal daily work shift on each of five (5) work days during a week and performs work on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the week, such sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day work time shall be considered overtime and shall be compensated at the rate of time and one-half. Compensation at time and one-half is not paid in those cases where by previous agreement, an employee works on Saturday or Sunday in exchange for other week days off, or in those cases where Saturday or Sunday are normal work days in a work week schedule which consists of daily duty hours on five (5) consecutive days.

### **Subsection 2**

If an employee is required to work on a day on which the employee is not normally scheduled to work, or if an employee is called back to work after leaving the work site, the employee will be provided with a minimum of two hours' work. The employee must perform the work to receive salary credit for it.

### **Subsection 3**

All overtime earned shall be paid on a time and one-half basis.

### **Subsection 4**

If compensatory time off has not been granted within one year from the time the overtime was worked, cash compensation shall be paid.

### **Subsection 5**

For the purpose of computing the number of hours worked for overtime purposes, 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.

### **Subsection 6**

Over time normally shall be assigned to employees assigned to the location in which the overtime is to be performed and shall be rotated among eligible permanent employees according to a rotation list established on the basis of seniority. The employee in charge shall be the first person on the rotation list. Overtime hours shall be distributed as equally as possible.

The employee in charge of the location in which the overtime is to be performed shall be responsible for coverage of the assignment and shall notify his/her supervisor immediately if, for any reason, the assignment cannot be covered by employees assigned to that location. Under such circumstances, said supervisor shall be free to cover the assignment without reference to seniority.

### **Subsection 7 - Authorization**

Except in emergency, all overtime shall have prior approval of the District. An “emergency” situation in which overtime is immediately necessary to ensure the safety of persons and/or district property, and there is no way to secure District approval prior to the overtime. In case of emergency, the immediate supervisor is to be notified as soon as possible, but not later than the following morning. All overtime reports are to be submitted by the first (1<sup>st</sup>) of the month for the prior month.

### **Subsection 8 - Special Transportation Provisions**

Permanent bus drivers shall be given first preference for all overtime. When there is less than one full working day in which to find a driver to perform overtime work, the District shall not have to call more than the top three (3) drivers on the rotation list before assigning the trip.

Non-home-to-school trips are assigned on a rotation system administered by the Transportation Supervisor taking into account hours per given trip, and attempting to equalize overtime opportunities among eligible drivers.

The District shall try to provide at least 24 hours notice on all field trips. Drivers shall notify the District at least 24 hours in advance whether or not they will accept overtime assignments. Except in extreme emergencies determined by the Transportation Supervisor, failure to provide the 24-hour advance notice shall result in the driver being charged the number of hours for the trip on the rotation list.

For trips occurring during the working day or beginning during the working day, one (1) hour will be allowed for fueling and cleaning, which might or might not be overtime, and one (1) hour, which might or might not be overtime, will be allowed for each trip taken. If a trip is canceled, the driver will work his/her regular daily schedule and not receive additional hours unless the driver completed the preparation work. [A driver whose trip is cancelled on a working day shall be assigned the next available trip.](#)

If the bus leaves the garage on a field trip which fall entirely outside of the regular working day, the driver gets four (4) hours pay (overtime if it is overtime; regular time if it is regular time otherwise) and a trip is counted as completed for the purpose of the rotation schedule, even if the trip is cancelled upon arrival at the pickup point. If the trip is cancelled upon the driver reaching the garage but before servicing the bus and leaving the yard; the driver receives two hours overtime, and the trip does not count as a trip completed. The driver is then assigned the next unassigned trip on the schedule.

Bus Drivers shall remain in paid status for up to 29 minutes when, as a result of their bus schedules, they are required to lay over between bus runs. Work duties may be assigned during this period.

**Subsection 9 - Requested Overtime, Meal Included**

Any employee regularly assigned four (4) or more hours who works two (2) hours or more before or after his/her regular shift without interruption at District request, shall be entitled to a meal at District expense with meal limits as follows, subject to submission of a meal receipt.

Breakfast .....	\$ 7.50
Lunch.....	10.00
Dinner.....	12.50

## Article VIII

### SALARY AND ALLOWANCES

#### **Section 8.1 - Regular Rate of Pay**

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix C and which is attached hereto and by reference incorporated as a part of this agreement. The District shall maintain salary schedules for classified employees.

#### **Section 8.2 - Shift Differential**

The "swing shift" ( any shift starting after 2:30 p.m. and ending on or before 12:00 midnight) and the "graveyard shift" (any shift starting on or after 10:30 p.m. and ending on or before 8:00 a.m.) will be paid a shift bonus as follows: "Swing shift" employees will be paid an additional 2.5% of their range step and "graveyard" employees will be paid 5.0% of their range step, each in addition to their regular pay.

#### **Section 8.3 - Professional Classified Employee Increment**

The Board agrees to a professional classified employee increment as follows:

Beginning the 8<sup>th</sup> year, an increase of 3 ½%, with no maximum; and beginning the 13<sup>th</sup> year, an increase of 3 ½%, with no maximum; and beginning the 18<sup>th</sup> year, an increase of 3 ½%, with no maximum; and beginning the 23<sup>rd</sup> year, an increase of 3 ½%, with no maximum.

#### **Section 8.4 - Employees Required to Remain On-Site During Lunch Break**

##### **Subsection 1**

Boilerwatch custodians shall be credited with one-half hour of vacation per shift actually worked to be paid in cash each month.

##### **Subsection 2**

If an emergency prevents a duty-free lunch period, one-half hour of vacation per working shift shall accrue to employees, other than boilerwatch custodians, to be paid in cash each month.

### **Subsection 3**

If an employee, for security reasons, is required to remain on duty and on the premises while eating lunch, one-half hour of vacation per shift actually worked shall accrue to such employee, upon certification of the employee's supervisor, to be paid in cash each month. When a bus driver is on a special trip and a meal stop is made, the driver will be reimbursed up to \$7.50 for breakfast, \$10.00 for lunch and \$12.50 for dinner, subject to submission of a meal receipt.

### **Section 8.6 - Bus Driver and Car Driver Chain Pay**

District drivers shall be paid \$15.00 extra to put on chains when out on the road and \$15.00 to remove chains when on the road. Drivers will be compensated one quarter (1/4) hour pay at this or her regular pay rate for installation of chains and one quarter (1/4) hour pay at his or her regular pay rate for removal of chains when in the bus garage or mechanic or maintenance areas. No chain pay be paid in circumstances when drivers were instructed to chain before leaving the garage or mechanic or maintenance areas and failed to do so. **MOU 3/7/01**

### **Section 8.7 - Salary Schedule Adjustments**

Whenever the District conducts a comparative salary survey and determines that an upward adjustment is necessary in a classification, the District shall meet with the Association to negotiate the adjustment of salary.

## Article IX

### EMPLOYEE EXPENSES AND MATERIALS

#### Section 9.1 - Uniforms

##### **Subsection 1**

The District will provide uniform service for custodians, maintenance personnel, mechanics, and warehouse workers.

##### **Subsection 2**

The District will provide annually for each bus driver and car driver two shirts and one jacket every other year. The district will provide up to \$60.00 per year for Bus Driver uniform pants, subject to specifications established by the Transportation Department. **MOU 5/26/99**

##### **Subsection 3**

Required uniforms shall be worn while on the job by all employees.

##### **Subsection 4**

The District will provide uniform smocks for cafeteria workers. Cafeteria workers will be responsible for laundering of their uniforms.

#### Section 9.2 - Safety Equipment

##### **Subsection 1**

The District agrees to provide safety footwear for regular full-time boilerwatch custodians, maintenance personnel, warehouse workers, mechanics, cafeteria workers and custodians. Such footwear shall be worn while on the job. *The District will pay up to \$100.00 for boilerwatch custodians, maintenance personnel, warehouse workers, mechanics and custodians once each year. Footwear allowance for cafeteria workers will be up to \$50.00 per year.* **MOU 5/26/99**

##### **Subsection 2**

Safety glasses shall be provided for mechanics and maintenance personnel. If prescription lenses are required, the District will pay the cost for making the prescription glasses into safety glasses. The employee will pay the cost of the prescription glasses.

**Subsection 3**

Should the employment duties of an employee in the bargaining unit reasonably require the use of any other equipment or gear, including work gloves, to insure the safety of the employee, the District agrees to furnish such equipment or gear.

**Section 9.3 - Destruction of Personal Property**

District may repair or replace personal property of an employee such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles when such property is damaged while in the line of duty without the fault or negligence of the employee. District will pay either the repair cost or the actual value of the item at the time the damage occurred, or whichever is lesser. Replacing or repairing of such items will be limited to damages or values exceeding ten dollars (\$10), but not in excess of one hundred dollars (\$100). Collision, theft of a vehicle or contents and damage of a vehicle resulting from actual theft are specifically excluded from this coverage. Prior approval shall be obtained from the immediate supervisor or the person appointed by him/her for this purpose for the use of personal vehicles in the line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage to include limits of coverage, the insurance carrier, and the condition of the vehicle. In the event a payment is made under this policy to District will, to the extent of such damaged property. District will be entitled to enforce its subrogation right in any court of competent jurisdiction.

**Section 9.4 - Physical Examinations**

The District agrees to provide or pay the cost of any medical examination required as a condition of continued employment.



# Article X

## HEALTH AND WELFARE BENEFITS

### Section 10.1 - Insurance Benefits

*The District agrees to pay up to \$8,964 annually per eligible bargaining unit member for health insurance for the 2003/2004 school year.*

Breakdown was removed.

*Insurance benefits for part-time members shall be on a pro-rata basis.*

#### **MOU 9/28/04**

~~Bargaining unit members may choose either Central Valley Trust Plan D or F for medical coverage. Members choosing Plan F may use the savings in cost at the employee's discretion (e.g. TSA, additional cash). Savings cannot count toward retirement.~~

The District shall provide long term disability insurance for eligible bargaining unit members. Eligible bargaining unit members shall be those members regularly employed for 20 hours per week or more. Maximum District contribution shall be 52 cents per \$100.00 earned.

In the event insurance costs exceed these amounts, unit members shall be required to pay the difference in order to maintain their insurance benefits. The Board is authorized to deduct such difference from unit member pay warrants.

### Section 10.2 - Early Retirement Incentive

#### **Subsection 1 - Golden Handshake**

The District will offer the PERS Golden Handshake to eligible employees at least once every five years, beginning with the 1999-00 school year.

#### **Subsection 2 - Retiree Insurance**

The District shall contribute toward the cost of retiree insurance, with service in exchange for this contribution as specified in Subsection 4. The amount of the contribution shall be calculated using the retiree's final hourly salary rate time 8 hours time 20 days.

### **Subsection 3 - Early Retirement Eligibility**

- a. Eligible retirees are those unit members who retire no younger than age 50 with at least 15 years of service to the District. Eligibility for retiree insurance, as specified in Subsection 2, shall be limited to those retirees who were eligible for insurance as active employees. Eligibility under this section ceases upon attainment of age 65.
- b. Retirees approved for this program shall not be eligible for a period of more than five years, regardless of age.
- c. Retirees shall not be eligible for this program if they are entitled to health benefits through either subsequent employment, spouse's insurance coverage, or other insurance coverage.

### **Subsection 4**

- a. The retiree shall provide twenty (20) eight-hour days of service per year to be eligible. At least (10) days shall be required prior to December 31 and all 20 days shall be completed by June 30. The arrangement of these days is to be approved mutually by the District and retiree on an annual basis prior to the first day of school each year.

The functions to be performed shall be approved mutually by the District and retiree.

- b. Should any retiree under this article fail to perform satisfactory service without making mutually agreed upon arrangements to perform the service at a later date, such retiree shall be dropped immediately from coverage under this program and shall reimburse the District for all expenditures made on his/her behalf during the year of default. The Association shall reimburse the District for any amount not reimbursed by the retiree within thirty (30) days after notice to the retiree. The District may deduct such amount from the unified dues otherwise owed to the Association.

- c. Should the District medical insurance carrier decline to provide the proposed coverage or should any provision of this article be invalid or be declared invalid by PERB or a California court, the entire article shall be null and void.
- d. All arrangements between the District and retirees under this section shall be null and void unless the Retiree Insurance Coverage remains a valid provision in the contract between the District and the Association.
- e. The District may require additional service to cover any rate increase unless the retiree contributes the amounts requested to defray such increase by the first day of each month in which such increase is effective. Failure to pay the increase by the first day of each month shall result in the retiree being dropped immediately from coverage under this program.

### **Section 10.3 - Eligibility**

#### **Subsection 1**

All probationary and permanent classified employees working thirty hours per week or more on a regularly assigned basis shall receive full coverage. Classified employees working at least four but less than six hours per day on a regularly assigned basis prior to October 27, 1982 shall receive full benefits.

#### **Subsection 2**

Probationary and permanent classified employees employed on or after October 27, 1982 who work at least four but less than six hours per day shall receive a prorata District contribution toward insurance benefits. Example: A four-hour employee employed December 1, 1982 would receive one-half the District contribution for a regular full-time employee. This section does not apply to Instructional Assistants.

## **Article XI**

### **HOLIDAYS**

#### **Section 11.1 - Scheduled Holidays**

The District agrees to provide all employees in the bargaining unit with the following paid holidays, provided the employee is in paid status the day immediately preceding or immediately following the holiday.

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

\*Employees required to work on Admission Day shall be granted an alternative holiday.

In addition, the District will provide two additional holidays during the Christmas break for employees in paid status the day before and after such breaks.

### **Section 11.2**

When a holiday listed above falls on a Sunday, the following Monday will be deemed a holiday in lieu of the day observed.

### **Section 11.3**

When a holiday listed above falls on a Saturday, the preceding Friday will be deemed a holiday in lieu of the day observed.

### **Section 11.4**

The District agrees to consult with CSEA on the work year for classified employees.

## **Article XII**

### **VACATION PLAN**

#### **Section 12.1 - Vacation Procedures**

##### **Subsection 1**

Employees shall earn paid vacation time at the rate of one (1) working day per month of service. Each employee who works part-time shall accumulate vacation time pro-rated according to the relationship that his employment bears to full time employment for each month of service. Vacation pay shall be computed in the same manner as the regular payroll ratio for the employees who work less than full time. Therefore, a secretary who works five (5) hours a day will accumulate one (1) five (5) hour day each month.

##### **Subsection 2**

A permanent employee who separates from employment shall be paid his/her accrued vacation time to which he/she is entitled at the time of separation. This is done with the understanding that in the event of separation, all vacation time taken which was not earned will be deducted from the final payment.

##### **Subsection 3**

Employees working fewer than twelve (12) months per year shall normally take earned vacation during the Christmas holidays, the Winter Break and the Spring Recess. When the needs of the District require that such an employee work during the Christmas holidays, the Winter Break or the Spring vacation, arrangements may be made to allow the employee to take vacation time some other period during the regular work year. Such arrangements shall not increase the number of paid working days, paid holidays, or paid vacation days to which the employee is entitled for the working year.

##### **Subsection 4**

Employees shall be given credit for the entire month's service toward vacation time when they have worked one-half ( $\frac{1}{2}$ ) or more of the number of working days for that month. Employees shall be given prorata credit for vacation time when they work less than one-half of one month.

**Subsection 5**

Should mutual agreement between an employee and an immediate supervisor on the vacation schedule not be reached, the employee may appeal to the Superintendent.

**Subsection 6**

Vacation time shall be taken within twelve (12) months of its accrual and no more than the previous fiscal year's earned vacation shall be carried forward into the next fiscal year.

**Section 12.2 - Vacation Increases for Service**

**Subsection 1**

An employee who has worked five (5) through nine (9) full calendar years for the Lake Tahoe Unified School District shall receive five (5) additional days vacation time each year on the anniversary of his/her date of hire. The additional days may be taken during the school year.

**Subsection 2**

An employee who has worked ten (10) or more full calendar years for the Lake Tahoe Unified School District shall receive ten (10) additional days vacation time each year on the anniversary date of his/her date of hire. The additional days may be taken during the school year.

**Section 12.3 - Substitution of Vacation**

Permanent classified employees with one (1) or more years of service may make a request to the Superintendent that his/her vacation leave be interrupted or terminated in order to use another type of paid leave. Such request must be based upon a serious matter such as the employee being hospitalized or bereavement. The Superintendent's decision on the request is final.

## Article XIII

### LEAVES

#### Section 13.1 - Bereavement Leave

##### Subsection 1

A regular employee shall be entitled to a maximum of three (3) days leave of absence, or five (5) days of leave of absence if out-of-state travel is required without loss of salary on account of the death of any member of his immediate family.

##### Subsection 2

If additional days are required, the employee may be granted up to an additional six (6) days of leave in any one (1) year for bereavement purposes, which shall be charged as personal necessity to the employee's accumulated sick leave.

##### Subsection 3

An immediate family member is defined as the employee's spouse, son, daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, step-parent, step-child, step-sibling, grandmother, grandfather, grandchild; the employee's spouse's grandmother, grandfather or grandchild; any member of the family living in the employee's immediate household.

##### Subsection 4

In the event the employee has no accumulated sick leave, additional leave may be granted at the discretion of the Superintendent or his designee. The salary deduction to the employee shall not exceed the cost of a substitute.

#### Section 13.2 - Maternity and Paternity Leave

[FMLA conditions - revise](#)

##### Subsection 1

Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence from 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 above. The length of such disability leave, including the date on which the leave

shall commence and the date on which the duties are to be resumed, shall be determined by the unit member's physician. The District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed and paid for by the District.

**Subsection 2**

Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom when other forms of leave have been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

**Subsection 3**

The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

**Subsection 4**

In the event of the loss of child during maternity leave, the employee may return immediately to a comparable position, provided the doctor certifies that she is in sound health.

**Subsection 5**

If other forms of leave have been exhausted, leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.

**Subsection 6**

The unit member shall request leave without pay as described in Section 5 as soon as practicable, but under no circumstances less than twenty-one (21) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

**Subsection 8**

The unit member is not entitled to use accrued sick leave while on unpaid leave in preparation for child bearing or for child rearing.



**Subsection 9**

There shall not be a diminution of employment status for child bearing or child rearing except that no person on such unpaid leave shall be entitled to compensation, except as specified in the Family Medical Leave Act, increment, or the accrual of seniority for layoff or reduction in work force purposes for the time on such unpaid leave.

**Subsection 10 - Paternity Leave**

~~One day of personal necessity leave shall be granted the father, upon request, as paternity leave immediately preceding, at the time of, or immediately following the birth of his child.~~

**Subsection 11**

Leaves of Absence will not be extended for longer than one year except by special action of the Board of Education.

**Section 13.3 - Personal Leave**

A leave of absence without pay may be granted upon terms mutually satisfactory to the District and an employee.

**Section 13.4 - Emergency Personal Leave**

An employee shall be granted emergency absence from service up to one (1) day emergency leave with full pay in cases of accident to, major surgery or serious illness of a member of the employee's immediate family, when the employee's relative is hospitalized, or the relative's life is in jeopardy. Such one-day leave shall not be cumulative from one year to the next, and shall not affect accumulated sick leave.

**~~Section 13.5 - Personal Necessity Leave~~**

~~**Subsection 1**~~

~~Each employee of the Lake Tahoe Unified School District may use during any school year, with the approval of the District designee, not more than seven (7) days of accumulated sick leave benefits in cases of personal necessity. If leave is not granted by the District designee, the request may be sent to the Superintendent. Requests for Personal Necessity Leave shall set forth the reason(s) for the leave and must be submitted to the District designee a~~

~~minimum of two (2) calendar days prior to the days of the leave. The Superintendent may grant additional Personal Necessity Days beyond the seven (7) limit.~~

**~~Subsection 2~~**

~~Notice of applying for leave under this policy section shall be given to the Principal or immediate supervisor of the employee.~~

**~~Subsection 3~~**

~~Personal Necessity Leave shall be defined as:~~

- ~~a. Death or serious illness of a member of the unit member's immediate family.~~
- ~~b. An accident which is unforeseen involving the unit member's person or property or the person or property of a unit member's immediate family.~~
- ~~c. Three (3) days per year at the employee's discretion.~~
- ~~d. Other cases approved by the Superintendent or his designee.~~

**~~Subsection 4~~**

~~Advance notice shall not be required in cases of death or serious illness of a member of the employee's immediate family or accident involving the employee's person or property or the person or property of a member of the employee's immediate family. This is moved to 13.9~~

**~~Subsection 5~~**

~~In the event the employee has no accumulated sick leave, the Superintendent may grant the personal necessity request and determine salary deduction. This is moved to 13.9~~

**Section 13.7 - Military Leave**

**Subsection 1 - Active Military Service**

- a. Any probationary or permanent employee who enters the active military service as defined in California Education Code, Sections 44800 and 45297,

during any period of national emergency declared by the President of the United States shall be entitled to a leave of absence.

- b. The period of absence shall not be credited toward achieving permanent status, but all credit earned toward achievement of permanent status prior to the leave of absence shall be in effect upon return to full employment.
- c. Within six months after leaving active military service under conditions other than dishonorable or being placed on inactive duty, the employee shall be entitled to return to a position comparable to that held at the time of entrance into military service, at the salary to which the employee should have been entitled had he or she not been absent from the employee of the school district. An employee on such leave shall notify the District in writing of the desire to return within ninety (90) days after separation from active duty.
- d. Any employee who enlists in, or who is called into, the armed services and serves at least thirty (30) days shall receive his or her salary from the District for thirty (30) days.

**Subsection 2 - Active Reserve Status**

- a. Persons on reserve duty who are called for short periods of training duty will be granted leave under provisions of the Military and Veterans Code.
- b. Employees who are members of the active military reserve are encouraged to take their reserve military training during their vacation from school assignment to avoid disruption to the education program. This plan has been approved by all branches of the Armed Forces. Upon receipt of orders which will require duty during the school year, a copy shall be forwarded immediately to the Superintendent, who shall attempt to have the active duty changed to a time when school is not in session. If orders cannot be changed and the employee is required to report, the salary shall be paid in accordance with legal requirements.

**Subsection 3**

A written notification of need for military leave shall be submitted to the District Office.

## **Section 13.8 - Jury Duty**

An employee who is called for jury duty, and who is neither excused nor exempted, shall receive school district pay, less the amount of jury pay, up to the amount of the difference between the employee's regular earnings and any amount received as juror fees. Employees shall be required to report for work if excused from jury service.

## **Section 13.9 - Absence with Pay (sick leave)      MOU dated 2/6/02**

### **Subsection 1 - Absence with Pay**

~~Sick leave of absence with pay is a privilege granted to school employees to protect the health and welfare of both employees and pupils. Employees are encouraged to use their sick leave when they are ill and for doctor's appointments to enable them to regain and remain in good health. Abuse of this privilege endangers the continuation of sick leave for the conscientious person. Among the reasons for which sick leave may not be used is illness of other members of the employee's family.~~ **Absence with pay is a privilege granted to school employees to protect the health and welfare of both employees and pupils.**

**Absence with pay** ~~Absence by reason of illness or injury shall be governed by the following provisions:~~

- a. ~~Full-time employees shall be entitled to leave of absence for illness or injury at full pay at the rate of one (1) day per month. In no case shall the amount be less than one (1) day per month for regular full-time employees, available on the first (1<sup>st</sup>) day of the fiscal year. Any unused portion of the annual sick leave shall be accumulated without limit.~~
- b. Regular part-time employees shall be entitled to sick leave and all other leave privileges in the ration that their service bears to full time service.
- c. While on leave of absence, a regular employee shall maintain, but not add to, any sick leave credit accumulated prior to such leave.
- d. Verification by a medical doctor may be required by the District for any absence of three (3) or more days for which sick leave is claimed.

- e. Employees will be given credit for the entire month's service toward sick leave when they have worked one-half (½) or more of the number of working days for that month.
- f. When an employee is absent on account of illness or accident for a period of five (5) school months or less, the amount deducted from the employee's salary once accumulated sick leave is exhausted shall not exceed the sum which is actually paid a substitute **employee** hired to fill the position during the absence.

### **Subsection 2 - Use of Absence with Pay**

- a. Death or serious illness of a member of the unit member's immediate family.
- b. An accident which is unforeseen involving the unit member's person or property or the person or property of a unit member's immediate family.
- c. Paternity Leave - When it is necessary for a unit member to be absent from his position due to the birth of his child, personal necessity leave may be taken. The unit member shall be eligible for such leave within seven (7) days of, or at the time of, the birth of the child.
- d. Adoption - For the purpose of adopting a child, the District will permit a unit member to use accumulated leave time.
- e. Discretion - Any matter of personal necessity or need.
- f. Other cases approved by the Superintendent.

### **Subsection 3**

Advance notice shall not be required in cases of death or serious illness of a member of the employee's immediate family or accident involving the employee's person or property or the person or property of a member of the employee's immediate family. **MOU dated 2/6/02**

## **Section 13.10 - Industrial Accident and Illness Leave**

**Subsection 1**

Industrial accident and illness leave shall be granted to employees beginning with the day of the initial accident or illness.

**Subsection 2**

Industrial accident and illness leave with full pay shall be allowed for up to sixty (60) working days in any fiscal year for any given industrial accident and illness. When such a leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same industrial accident and illness.

**Subsection 3**

During the industrial accident and illness leave, an employee's pay from the District will be reduced by the amount of temporary disability indemnity checks received. Should the employee receive more from the District than that to which he/she is entitled due to lack of timely temporary disability payment information, he or she will be required to repay the District any excess received.

**Subsection 4**

The District reserves the right to require an employee to furnish proof of cause of absence.

**Subsection 5**

When entitlement for industrial accident and illness leave has been exhausted, the employee may elect to use any sick leave, vacation or other paid leave to which he or she is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the employee of not more than his or her full salary less appropriate (regularly authorized) deductions.

**Subsection 6**

When all available paid leaves have been exhausted and the employee is not able to resume the duties of the position, he or she may elect to resign or to request a leave of absence without pay, or he or she shall be placed on a re-employment eligibility list for a period of thirty-nine (39) months.

**Subsection 7**

Employees on leave for industrial accident or illness shall not leave the states of California or Nevada without permission of the Board of Education.

**Subsection 8**

Under state law, all employees are covered by Worker's Compensation Insurance for any injury arising out of, and in the course of, their employment. It is the responsibility of the employee to report any injury to his or her supervisor within 24 hours. The District Office will furnish the proper forms for required reports and be responsible for sending the report to the proper offices. The determination of whether an accident or illness constitutes an "industrial accident or illness" shall be made by the District's worker's compensation insurance carrier.

**Subsection 9**

An employee who is entitled to temporary disability benefits due to injuries sustained while in the course of his or her employment will be paid his or her full salary by the District for the first sixty (60) days of the disability. The employee must return to the District the full amount of his or her worker's compensation checks. After the first sixty (60) days, if the employee chooses to remain on the payroll, the District will continue to pay the difference between the employee's current salary and worker's compensation checks, deducting the difference from the employee's accumulated sick leave, unpaid time off and earned vacation until all such time is exhausted.

**Section 13.11 - Transferred Sick Leave**

Any classified employee hired within one (1) year of termination of employment in another public school district of California, having served for one (1) or more years in that district prior to termination and terminating for the sole purpose of accepting employment in the Lake Tahoe Unified School District, shall have transferred to his or her credit in the Lake Tahoe Unified School District such unused sick leave as he or she had standing in the former district. E.C. 45202.

## Article XIV

### HIRING TERMINATIONS

#### **Section 14.1 - Job Description**

Each classified position shall have a written job description on file in the District Office and a copy shall be given to each new employee.

#### **Section 14.2 - Duties of Classified Employees**

Duties may include, but are not necessarily limited to, those outlined in the job description and employees are required to cooperate in performing such other related duties that may be reasonably assigned by their supervisors.

#### **Section 14.3 - Type of Employees**

Each employee shall be placed in one of the following categories:

##### **Subsection 1**

Regular employees of the classified service are:

- a. Probationary, full-time and part-time; or
- b. Permanent, full-time and part-time.

##### **Subsection 2 - Special Employees**

- a. Temporary - employees hired for a period not to exceed six (6) months or not to exceed the authorized absence of an employee on leave.
- b. Substitute - employees hired on a day-to-day basis to replace regular employees as required due to illness or other daily absences.
- c. Emergency - employees hired for a period not to exceed fifteen (15) working days to prevent the stoppage of public business in an emergency.
- d. Restricted - employees hired under programs which restrict the privilege of all citizens to compete for employment in such positions. These are usually specially funded programs requiring employment of persons in low-income



groups and from designated impoverished areas. In addition, employees who have mental handicaps are classified as “restricted” employees. Restricted employees have all the rights of other classified employees except they are not accorded employment permanency, do not acquire seniority credits and they are not eligible for promotion into the regular classified service unless and until they satisfactorily complete the qualifying examination for the same class in the regular classified service. Restricted employees may not take such examinations until they have completed six (6) months of satisfactory service.

### **Subsection 3**

Substitute, temporary, and emergency employees are paid on an hourly basis and are not members of the bargaining unit. These employees:

- a. do not earn sick leave;
- b. do not receive pay for holidays or for absence due to industrial accidents;
- c. do not earn vacation time;
- d. are subject to termination without notice;
- e. are not eligible for health and welfare insurance.

### **Subsection 4 - Change from Non-probationary to Probationary Status**

An employee who served under a temporary or substitute appointment immediately prior to receiving an appointment to a regular position in a similar capacity may include such period of employment toward an increment in salary. Such service is not counted toward the fulfillment of the probationary period requirement. In addition, sick leave and vacation leave entitlement shall be computed retroactively to the date of appointment to the temporary position.

## **Section 14.4 - Appointment Procedure**

### **Subsection 1 - Personnel Clearance**

No one may receive his/her salary without having completed and submitted to the personnel department the following forms:

- a. application;
- b. loyalty oath;
- c. retirement forms (when applicable); and
- d. withholding form (W-4).

### **Subsection 2**

Each new employee will receive a copy of his/her job description and a copy of the current Collective Bargaining Agreement.

### **Subsection 3 - Notification of Appointment**

The District shall notify, in writing, the President and Treasurer of CSEA of all new regular employee appointments.

## **Section 14.5 - Employee Placement and Progression**

### **Subsection 1 - Probationary Period**

The probationary period shall be a period of six (6) months or one hundred and thirty (130) days of paid service, beginning with the first day of appointment to a regular position. Intervening summer periods shall not count as part of the required probationary period for employees who do not work during the summer periods. A satisfactory evaluation shall be required for advancement to permanent status and salary increment.

### **Subsection 2 - New Employee Placement and Progression**

New employees normally shall be placed on the first step of the salary schedule. Upon approval of the Superintendent, new employees may be placed at the second or third step. If a new employee is placed on the first step, upon acquiring permanent status an employee may be granted advance placement to step 3 for outstanding service upon the recommendation of the supervisor and approval of the Superintendent.

### **Subsection 3 - Normal Progression**

Normal progression on the salary schedule once permanent status is acquired shall be one (1) step per year for any employee upon satisfactory evaluation until the maximum is reached.

Regular District employees who perform duties in a classification other than their regular classification during the summer recess period shall be placed at the beginning step of the appropriate salary range during the first and second consecutive years of such additional employment. Regular district employees who perform duties in a classification higher than their regular classification during summer recess shall be placed at the step of the appropriate range which provides a minimum of a 5% salary increase. Step advancement shall occur the third consecutive year of such additional employment, and every three consecutive years thereafter until the maximum step is reached. **MOU dated 6-10-03**

**Subsection 4 - Anniversary Date**

Annual salary increases shall occur on the employee's anniversary date, which shall be the first of the month closest to the date the probationary period was completed and the first increment was received. For all employees who became permanent employees prior to September 20, 1966, the anniversary date shall be July 1.

**Subsection 5 - Partial Service**

An employee must complete seventy-five percent (75%) of a full year of service to the District since the last anniversary date to be eligible for a step increase.

**Section 14.6 - Procedure for the Termination of Employment**

An employee who plans to resign or retire from employment in the District is requested to notify his or her supervisor and the personnel office at least two (2) weeks prior to the last day of intended employment. Employees who leave their positions without giving such notice may be denied re-employment rights or recommendations.

**Section 14.7 - Summer Temporary Employment**

Permanent employees will be considered first for summer temporary employment before hiring from outside the District. The initial posting of these summer positions will be for a minimum of five (5) working days prior to the last day of school.

## **Article XV**

### **REASSIGNMENT**

#### **Section 15.1 - Definition**

The movement of an employee from one classification to another classification.

#### **Section 15.2**

An employee may be temporarily reassigned to a higher position. If an employee is temporarily reassigned to a higher position for more than five working days in a fifteen calendar day period, the employee's salary shall be adjust upward to the step on the higher salary range which provides at least a 5% increase for the entire period of the temporary reassignment.

#### **Section 15.3**

If an employee is reassigned on a temporary basis, the position the employee left shall be retained for said employee until a final decision on the reassigned position is made. Health and welfare insurance benefits remain at the same level for said employee prior to placement in the temporary or provisional assignment.

#### **Section 15.4**

An employee may be reassigned to another position in the same classification or a classification requiring comparable qualifications and carrying the same salary range.

#### **Section 15.5**

If the employee is reassigned to an equal or lower position requiring reclassification, he/she shall retain his/her former salary status until the schedule for the new position catches up.

#### **Section 15.6**

Application for reassignment shall be made by submitting the appropriate application form to the Human Resources Department of the District.

## **Article XVI**

### **Transfers**

#### **Section 16.1 - Definition**

A transfer is a change in an employee's work site not involving a reassignment.

#### **Section 16.2**

When the District determines that a permanent vacancy exists within the bargaining unit, such vacancy shall be posted at all active work sites for a period of five (5) work days during which time bargaining unit employees may make application for the vacancy or new position. Employees in the bargaining unit shall be given first consideration for such vacancy upon application' but nothing in this article shall be deemed to restrict the District's right to employ applicants from outside the bargaining unit.

#### **Section 16.3**

An employee may apply for transfer to a vacant position by filing a written notice with the Human Resources Department of the District.

#### **Section 16.4**

For the purpose of this provision, a vacancy is any unit position which is new or remains unfilled after any reassignment, transfer or for any other reason.

#### **Section 16.5**

Any employee on leave who has requested notification of a specific job vacancy and has provided a self-addressed envelope to the Human Resources Department shall be mailed a notice of such vacancy.

#### **Section 16.6**

Subject to other provisions of this contract, applicants will be considered for the vacancy on the basis of classification seniority, education, experience, impact upon sending work site and past written evaluations.

## **Section 16.7**

The immediate supervisor of an employee may initiate the transfer of an employee. Whenever possible, such transfer shall be bilaterally agreed to. If bilateral agreement is not possible, the decision shall be referred to the Superintendent or his/her designee, who shall base his or her decision on District efficiency criteria.

## **Section 16.8 - Temporary Transfers**

Temporary transfers shall not be mandated in excess of twenty (20) working days without the employee's agreement or, lacking this agreement, approval by the Superintendent or his/her designee.

## **Section 16.9 - Medical Transfers and Reassignments**

The District shall give consideration to providing alternate work, if available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute a transfer or a reassignment to work in the same or a lower class. Whether an employee is able to transfer or be reassigned to work within his/her capabilities shall be determined by the District. The District shall give consideration to any recommendation submitted by a medical doctor in reaching this decision.

## **Section 16.10**

*Employees who are involuntarily transferred shall be notified in writing of the reasons for and the effective date of the transfer at least ten (10) working days prior to the effective date of the transfer, except in cases of emergency. CSEA shall be consulted about the involuntary transfer at the time of notification to the employee. **MOU 5/26/99***

## **Section 16.11**

Upon request, employees shall be entitled to a conference regarding the involuntary transfer with the Superintendent or his/her designee in order to review reasons for and/or explore alternatives to the involuntary transfer.

## **Section 16.12**

Nothing herein shall be construed to limit the right of any employee to request a transfer.

**Section 16.13**

All transfers must be approved by the Superintendent or his/her designee and shall become effective on the date specified by the Superintendent or his/her designee.

## Article XVII

### Classifying and Reclassifying and Abolishing Positions

#### Section 17.1 - Definition

##### **Subsection 1**

To classify is to place a position into a class

##### **Subsection 2**

A class is a group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class and for which similar qualifications may be required and a salary applied equitably.

##### **Subsection 3**

A classification is a position within a class.

##### **Subsection 4**

Reclassifying is the placing of a position from one class to another class.

##### **Subsection 5**

Abolishing a position is eliminating a position.

#### Section 17.2 - **Classifying and Reclassifying**

##### **Subsection 1**

Every bargaining unit position shall be place in a class.

##### **Subsection 2**

The District can create new positions and classify them.

##### **Subsection 3**

The District and CSEA agree to adhere to the administrative process regarding classification and reclassification.



**Subsection 4**

While CSEA will have the opportunity to provide input on salary, the initial salary schedule for new positions and reclassified positions is not subject to negotiation but shall be subject to negotiation whenever classified salary schedules are subject to negotiation.

**Subsection 5**

Effective date of reclassification and related salary change shall be the same.

**Section 17.3 - Abolishing Positions****Subsection 1**

Whenever a position is being abolished, the District will notify CSEA in writing, including the rationale for abolition, for CSEA review and comment. Within twenty-one (21) calendar days, CSEA will forward its written comments to the Director of Human Resources for consideration in the decision to abolish the position. CSEA's written comments will be forwarded to the Board of Education before the Board abolishes the position.

**Subsection 2**

If an employee is in a position that is being abolished, the employee may voluntarily accept a reassignment if available or be subject to the layoff procedure.

## Article XVIII

### Layoff and Re-employment

#### Section 18.1 - Layoff and Re-employment

Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. **The term "length of service" shall mean date of hire as a regular employee.** The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Re-employment shall be in the reverse order of layoff. One (1) month advance notice or pay shall be provided by the District prior to layoff or hours reduction.

#### **Subsection 1 - When Layoffs May Be Made**

When it is necessary because of lack of work or lack of funds to reduce the staff of any department or agency in the classified service, the appointing power may layoff employees according to the procedure set forth herein.

#### **Subsection 2**

CSEA shall be notified by the District of each individual case wherein an employee is to be laid off, this notification to be given simultaneously with that given to the employee.

#### **Subsection 3 - Temporary Employee Not to be Retained**

No permanent employee shall be laid off or have hours reduced from any position for lack of work or lack of funds while employees serving under temporary authorization or limited term appointment are retained in positions of the same class.

#### **Subsection 5 - Re-employment**

Permanent employees laid off or suspended because of lack of work, lack of funds, or both, shall be placed upon a re-employment list in order of seniority, with the most senior employees listed first. They shall hold re-employment rights for a period of thirty-nine (39) months from the date of layoff and shall be re-employed in accordance with their rank on the re-employment list, and in preference to new applicants. E.C. 45298

**Subsection 6 - Temporary and Probationary Employees Without Rights**

Temporary and probationary employees whose services have been discontinued because of lack of work, lack of funds, or both, shall hold no re-employment rights.

**Subsection 8 - Re-employment of Nonpermanent Employees**

If the District re-employs an employee who left district employment before obtaining permanent status, that employee shall be treated as a new employee. Such an employee shall be granted advanced placement on the salary schedule on re-employment only if such placement was granted on original employment.

**Subsection 9 - Withdrawal of Active Proposals**

CSEA withdraws all active proposals related to reduction of hours and effects of layoff.

**Section 18.1a**

If the District must reduce the campus supervision hours of an Instructional Assistant because of conflict with the Assistant's classroom work schedule, the provisions of this article shall not apply. When campus supervision hours again become available, Assistants so reduced shall have first opportunity for restoration of campus supervision hours when classroom work schedules permit.

**Section 18.2 - Re-employment After Resignation**

**Subsection 1**

Any employee with permanent status in the classified service who has resigned while in good standing may be appointed to any position in the same class or lower class in a given line of promotion, providing all appointment rights of any person on the re-employment list for that class have first been met. For the purpose of this rule, resignation constitutes a break in service.

**Subsection 2**

If re-employed as a permanent employee within thirty-nine months from the date of resignation (last day worked), the governing board of the District shall disregard the break in service of an employee who resigned in good standing and classify the employee as a permanent employee, with all rights, benefits and burdens of a permanent employee.

**Subsection 3**

If re-employed as a permanent employee, the Governing Board shall place the employee on the step of the salary schedule which her or she had achieved upon leaving the District, subject to the provisions which follow:

- a. If said employee returns to district employment within three (3) months of the date of resignation, the anniversary date will remain the same as under the previous employment with the district, and the employee will receive any salary increment which would have been received had he or she not resigned. Should the anniversary date have occurred during the period that he or she was not employed by the district, the employee shall receive the increment which would have been received on that anniversary date on the date of re-employment.
- b. If said employee returns to district employment more than three (3) months after the date of resignation, the anniversary date shall be the date of re-employment and the first increment following re-employment, if any is due, shall be received one year after the date of his re-employment.

**Section 18.3**

It is understood and agreed that Articles XV, XVI, XVII and XVIII include the effects of the personnel actions involved in these articles, provided, however, that such waiver of negotiating rights shall not be deemed to waive CSEA's rights to be informed and to be consulted, upon request, concerning the effects of assignment, reassignment, transfer and layoffs.

# Article XIX

## Disciplinary Action

### Section 19.1 - Causes for Suspension, Demotion, Dismissal

Any employee may be dismissed, demoted, suspended or otherwise disciplined for any of the following causes:

Dishonesty; drunkenness; immoral conduct, or sale, use or criminally charged with use or sale of narcotics or dangerous drugs prohibited by law.

Consecutive performance ratings of "Unsatisfactory" in the group or groups in which the employee was rated, provided the ratings are supported by proof factors on which they are based.

Political activities engaged in by an employee during his assigned hours of employment.

Criminally charged with or conviction of a felony crime by a court of law.

Frequent tardiness or absences, thereby resulting in disruption and loss of efficiency in the operating unit in which the employee is assigned.

Sick leave when habitually taken for trivial indispositions.

Continuing illness of a disabling nature after the exhaustion of sick leave and leave of absence privileges.

Contraction of some infectious disease, or physical ailment, or a physical or mental condition such as to incapacitate the employee in the proper performance of the duties of his/her position.

Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public, students, or other employees, physical attack or fighting, or any other willful failure of good conduct tending to injure the public service, or any willful or persistent violation of the provisions of the Education Code or rules, regulations, or procedures adopted by the Board of

Education, provided that upon demand of the accused employee, specific instances must be set forth as to any of the causes enumerated under this heading.

Use of fraud, deception or misrepresentation of material facts in obtaining an appointment, or a place on an eligibility list.

Knowing membership by the employee in the Communist Party.

Violation of any of the provisions of Sections 7001 to 7006 inclusive of the Education Code (affiliation with the Communist Party or other subversive group or party).

Inability to be insured or bonded at the standard rate by the District's insurance carrier.

Conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947. (Membership in an organization advocating violent overthrow of the government.)

The participation of an employee in any publicity release referring to problems of his or her employment or school district problems in general, prior to having exhausted normal district channels of communication or grievance remedy.

Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants in any degree whatsoever.

Negligence or willful damage to public property.

Failure to report for health exam after due notice.

Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

Abandonment of position.

Loss or suspension of certification required by job description.

## **Section 19.2 - Dismissal of Nonpermanent Employees**

Any nonpermanent employee may be dismissed from nonpermanent status for the foregoing causes set forth in Article XIX, Section 19.1.

## **Section 19.3 - No Discrimination Permitted**

No employee in the classified service shall be suspended , demoted, dismissed, or in any way discriminated against because of his affiliations, political or religious acts or opinions, race, color, or marital status; nevertheless, no such person shall engage in political activities during assigned hours of employment.

## **Section 19.4 - Political Activity**

The following will be evidence of political activity:

### **Subsection 1**

Candidacy for any public office, the duties of which, either by their nature or by the time required to perform them are inconsistent with employment with the school district.

### **Subsection 2**

The use of any district property, equipment or facility for any political purpose, by employees during regular working hours.

### **Subsection 3**

The use of or attempt to use the fact of district employment as an influence in behalf of any candidate for public office.

### **Subsection 4**

The support or advancement of the candidacy of any person in return for nay favor or advantage, monetary gain, threat, or other consideration, either actual or implied.

### **Subsection 5**

Engagement in active campaigning on behalf of any candidate for public office, whether by speaking, soliciting fund or support, distributing handbills, or otherwise, during assigned hours of service.

### **Subsection 6**

An employee who is a candidate for membership on the Board of Education shall be required to take a leave of absence without pay from the date of filing and including the duration of the campaign. Upon request, a leave of absence shall be granted to an employee wishing to run for any other public office. Persons on leave of absence are still employees under the terms of Section 45314 of the Education Code, prohibiting coercion upon any fellow officer or employee to support or refrain from supporting any political group or any political purpose whatever.

### **Section 19.5 - Dismissal During Probationary Period**

The Board of Education may dismiss an employee at any time during his or her period of probation. The district will notify CSEA in writing of the dismissal.

### **Section 19.6 - Procedure to be Followed in Suspension**

The Board of Education may suspend an employee for not more than thirty days without pay for any of the causes set forth in Article XIX. Employees may be suspended for a longer period for causes involving a crime as set forth in Article XIX.

### **Section 19.7 - Immediate Suspension Possible**

Any employee whose services are unsatisfactory for any of the causes enumerated in Article XIX may be immediately suspended.

### **Section 19.8 - Demotion and Dismissal of Permanent Employees**

A permanent employee with status in the classified service may be reduced in rank or dismissed for any of the causes set forth in Article XIX.

### **Section 19.9 - Specific Charges Filed**

Charges filed against a permanent employee shall be stated in clear and concise language.

### **Section 19.10 - Charges by Citizens**

A citizen, for proper cause, may prefer charges against an employee in the classified service by filing written charges with the District or its proper agent. The District may make such investigation and shall take such action as it deems proper. If its decision



results in suspension, demotion, or dismissal, the procedures set forth in this rule shall be followed.

**Section 19.11 - Dismissed or Convicted Employees Not Eligible**

Any classified employee dismissed from employment shall not be considered for any additional employment with the District without specific consent of the Board of Education. Any eligible person or employee convicted of a felony shall be dismissed from the service of the District, and shall not be eligible for employment in the District.

# Article XX

## Grievance Procedure

### Section 20.1 - Grievance

A grievance is defined as a complaint by an employee that there has been a misinterpretation, misapplication, or alleged violation of this Agreement, thus personally and adversely affecting the employee.

Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district, are not within the scope of these procedures.

#### **Subsection 1**

A grievant is any classified unit member who files a grievance.

#### **Subsection 2**

California School Employees Association Chapter #382 shall have the right to grieve Article V, Organizational Rights.

#### **Subsection 3**

A conferee may be a fellow employee, or department head, or supervisor, or administrator, or representative of a professional organization, or legal adviser, or any other person.

#### **Subsection 4**

DAY is any working day on which the administrative offices of the Lake Tahoe Unified School District are open for business.

IMMEDIATE SUPERVISOR is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

### Section 20.2 - Procedural Steps for the Resolution of a Grievance

**Subsection 1 - Phase A - Information Consultation with Immediate Supervisor**

- Step 1 It shall be the policy of the Lake Tahoe Unified School District that the grievant and his immediate supervisor make every effort to resolve potential grievances by consultation and informal means. Before filing a formal grievance, the grievant should attempt to resolve the problem by informal conference with his immediate supervisor.
- Step 2 Failing to resolve the difficulty at Step 1, the grievant shall meet with the site representative who will assist the grievant in completing a written statement regarding the grievance.
- Step 3 The site representative shall forward the written statement to the CSEA Grievance Chair.
- Step 4 The Grievance Chair will attempt to resolve the grievance through an informal meeting with the grievant and the grievant's immediate supervisor.
- Step 5 The Grievance Chair will forward all information to the CSEA Executive Committee for its recommendation.

**Subsection 2 - Phase B - Formal Grievance Procedure; Immediate Supervisor's Level**

If the problem is not resolved under Phase A, the formal grievance procedure shall be implemented.

a. Level 1 - Supervisor

- Step 1 Failing to resolve the difficulty through the informal efforts prescribed in Phase A above, the grievant may, at any time within twenty (20) days after becoming aware of the problem formally file a grievance, in writing to the supervisor with immediate administrative responsibility for the position to which the aggrieved is assigned. This statement shall be a clear, concise statement of the grievance; listing the specific provision(s) of the Agreement being grieved; circumstances on which the grievance is based; the persons involved; the decision rendered at the informal conference; the remedy sought; and an outline of the actions taken to adjust the complaint. Copies shall be sent to the conferee, the immediate supervisor, and the President of CSEA.

Step 2 Within ten (10) working days after receiving the written statement of the grievance the immediate supervisor shall communicate the decision to the employee in writing.

Step 3 Either party to the grievance shall have the right to request a personal conference in order to resolve the grievance. Either party may request the presence of a conferee.

b. Level II - District Superintendent

The grievant may appeal the decision from Level I to the District Superintendent within five (5) working days after receiving it, and request and hearing.

The request for a hearing shall be directed to the District Superintendent and shall include a copy of the original grievance and appeal; the decision rendered at Level I; the name of the grievant's conferee, and shall contain a clear concise statement of the reasons for the appeal from the decisions.

The District Superintendent shall communicate his or her decision to the grievant in writing within ten (10) working days after the hearing. Copies shall be sent to the immediate supervisor, Director of Human Resources, and to the President of CSEA.

c. Level III - Advisory Arbitration of Agreement (Grievances)

Step 1 If the grievant is not satisfied with the decision at Level II, he or she may, within five (5) working days submit a request in writing to the local chapter President of CSEA for advisory arbitration of the dispute, with a copy forwarded to the Superintendent.

Step 2 The CSEA Executive Committee will decide within ten (10) working day s whether the matter will be sent to Advisory Arbitration. The President of CSEA will notify in writing the Superintendent of the decision.

Step 3 CSEA and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall

be the advisory arbitrator. The order of the striking shall be determined by lot.

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

Step 4 The arbitrator shall, as soon as possible, hear evidence and render a decision of the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

After a hearing and after both parties have had an opportunity to make written argument, the arbitrator shall submit in writing to all parties his findings and recommendations. In the event that either party is not satisfied with the recommendations of the arbitrator, he or she may appeal the decision in writing within ten (10) working days to the Board of Education.

d. Level IV - The Board of Education

The Board of Education alone has the power to render a final and binding determination of an Agreement grievance. The recommendation of the arbitrator shall only be advisory and if, upon review of said recommendation, the Board of Education determines, that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. If the record is reopened, the President of CSEA must be notified within one (1) working day by the Board of Education.

If the Board of Education can make a decision on the record, it shall not receive any additional evidence in closed session, unless both the District and the grievant are given an opportunity to review the new evidence and submit new evidence on the point(s) in question.

The decision of the Board shall be communicated in writing to the grievant, the Superintendent, Director of Human Resources, and to the President of CSEA.

When the Board of Education makes its final determination of the grievance, it shall do so without additional argument from either the administration or the grievant, unless both parties mutually agree otherwise. If the Board of Education does not act upon the recommendation of the arbitrator within twenty (20) days after the complete reopening of the record, the recommendation of the arbitrator shall be binding on the both parties.

## **Section 20.30 - General Provisions**

### **Subsection 1**

If the same or substantially the same grievance is made at the same time by more than one grievant against one respondent, only one grievant may process the grievance through the adjustment procedure on behalf of himself and the other grievants. The grievants shall select that individual who shall process the grievance. Names of all grievants shall appear on any documents related to the settlement of the grievance.

### **Subsection 2**

Any classified employee may serve as a conferee without prejudice or fear of reprisal of any kind.

### **Subsection 3**

Forms for filing grievances, serving notices, initiating appeals, making reports and recommendation and other necessary documents shall be developed by the District. The forms shall be available through the Human Resources Director.

### **Subsection 4**

While the proceedings are pending, and until a final determination has been agreed upon, all proceedings shall be private and confidential, subject only to mutual agreement for release of any information.

### **Subsection 5**

A decision rendered at any step in the procedure to resolve grievances becomes final unless appealed within the time limits specified, or unless an agreement to extend the time limits is mutually agreed upon. Should the District fail to meet the time limits specified at any level, the grievant may proceed to the next level of the grievance procedure. Failure of the grievant to file a grievance within the time specified will render the grievance void.

**Subsection 6**

A grievant shall be entitled to have a conferee present at each level of the grievance procedure.

**Subsection 7**

There shall be no reprisal against the District or any employee involved in the use of the grievance procedure.

**Subsection 8**

If a grievance arises from action or inaction on the part of the District above Level 1, the aggrieved person may present such a grievance at Level II.

**Subsection 9**

Time limits for appeal provided in each level shall begin the day following receipt by the grievant of the written decision.

**Subsection 10**

A time limit of ninety (90) days is the maximum length of time a grievance should take to be settled. ANY exception would be by mutual agreement between CSEA and the District.

**Subsection 11**

Any release time for the grievance chair to meet with the grievant and the grievant's immediate supervisor (Section 20.2, Subsection 1, Step 4) will be approved by the grievance chair's immediate supervisor, unless the grievance chair is using one of the CSEA President's ten (10) days leave for Association business.

**Section 20.4 - Disposition of Records**

**Subsection 1**

All records of proceedings shall be filed separately from the personnel files of the participants, and shall be considered strictly confidential.

**Subsection 2**

These records cannot be transmitted to any other employer without the mutual consent of the grievant and the employer.

## **Article XXI**

### **Safety**

#### **Section 21.1 - Safety**

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

#### **Section 21.2 - Employee Protection**

An employee may use reasonable force as is necessary to protect himself or herself from physical attack, to protect the person or property of another, to quell a disturbance threatening physical injury to others or to obtain possession of a weapon or other dangerous object upon the person or within the control of a pupil, providing that in no event shall such force exceed the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of pupils or to maintain proper and appropriate conditions conducive to learning.

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to legal authorities. (E.C. 44014)



## **Article XXII**

### **Negotiations**

#### **Section 22.1 - Negotiation Procedures**

##### **Subsection 1**

All matters specifically enumerated as within the scope of representation under Chapter 10.7, Section 3543.2 of the Government Code, are reserved to the District except as clearly and explicitly limited by this Agreement. The District retains the right to make and enforce rules and regulations not inconsistent with this Agreement.

##### **Subsection 2**

This Agreement sets forth the full and complete understanding of the parties regarding all matters within the scope of representation under the Rodda Act. Any prior or existing understanding or agreement or practices, whether formal or informal, which are inconsistent with this Agreement are hereby superseded and terminated in their entirety.

##### **Subsection 3**

Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate on all matters within the scope of representation for the term of this agreement. Neither party shall be required to negotiate with respect to any subject or matter covered or not covered herein even though such matter may not have been within the contemplation of parties at the time they met and negotiated this Agreement.

##### **Subsection 4**

DAYS shall mean working days unless otherwise specified in this Agreement.

##### **Subsection 5**

Both CSEA and the Board shall present their initial proposals by the second regularly scheduled Board meeting in April. Negotiations shall begin by June 1.

##### **Subsection 6**

This Agreement is to be made available to all unit members within thirty (30) working days following ratification.

**Subsection 7**

The parties agree that during the term of this Agreement, neither party shall be obligated to bargain on any item or matter within the scope of representation, or on any item enumerated and/or covered in and by this Agreement, or matters related to such items or the effects thereof, regardless of changes in such matters not prohibited by the express and specific terms of this Agreement. It is understood and agreed that this provision is not a waiver of CSEA rights to negotiate upon such matters at the expiration of this Agreement.

The parties agree that this constitutes the entire agreement between the parties and settles all demands and issues on all matters subject to collective bargaining, including any demands made by CSEA during negotiations and subsequently dropped.

## **Article XXIII**

### **Management / District Rights**

#### **Section 23.1**

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

#### **Section 23.2**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, 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.

#### **Section 23.3**

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Nothing in this Agreement shall preclude the District from consulting on any matter outside the scope of representation as set forth in Government Code Section 3543.2.

## **Article XXIV**

### **Duration**

#### Subsection 24.1

This Agreement shall remain in full force and effect up to and including June 30, 2016, and thereafter shall continue in effect year-by-year until completion of the negotiations process and creation of a successor agreement.

#### Subsection 24.2

The articles on Salary Allowances (Article VII) and Health and Welfare Benefits (Article X) and two additional articles of each party's choice may be reopened each year.

