

VUSD/ CSEA NEGOTIATIONS UPDATE
July 22, 2010

The Vista Unified School District (“District”) and the California School Employees Association Chapter #389 (“CSEA”) met at the District Office at 8:00am on Thursday, July 22, 2010

- CSEA presented its counter proposal to the District (see pages 2-10 for CSEA’s counter proposal).
- CSEA responded to clarifying questions regarding this proposal from the District.
- The District presented CSEA with a response to its counter proposal #1 (see pages 10-49 for the District’s response).
- Following a caucus and further discussion the parties tentatively agreed to:
 - Definitions and addition to Appendix (p.50-51)
 - Preamble to the contract (p. 52)
 - Article 6- Organizational Security (p. 53-55)
- The next negotiation sessions are scheduled for:
 - August 17, 2010
 - August 31, 2010
 - September 8, 2010

<i>District Negotiation Team</i>	<i>CSEA Negotiation Team</i>	
Acacia Thede Donna Caperton Max Wheaton Peter Fagen	Alvenus Murrell Bill Faust Debbie Gieseman Jenny Horwedel Ron Kritzeck	Teri Minoux Robert Johnson Kaysee Morota

CSEA Counter Proposal #1

July 22, 2010

All provisions of the current collective bargaining agreement shall remain as is except as noted below:

DEFINITIONS:

Board: Discussion on Board of Education vs. Trustees

Classification: Why is Appendix A-2 underlined?

Classified Human Resources: TA with District Initial Proposal dated 6/28/10

Immediate Supervisor: Change “of” to “or.”

Permanent Employee: “A member of the bargaining unit who has completed an initial probationary period of one hundred thirty (130) days of paid regular service in the Classified Service (excluding days absent for illness or injury).

Seniority: “Will mean date of hire within classification.”

PREAMBLE:

“...into this 1st day of July, 2010 through June 30, 2013...”

ARTICLE 1 RECOGNITION

Add: “When a confidential position becomes vacant, said position shall become part of the bargaining unit for the following positions: Employee Benefits Technician, Certificated HR Technican, and HR Specialist (Merit System).”

ARTICLE 3 GRIEVANCE PROCEDURES

3.2.2 Change 25 days to 60 days

3.2.4 Delete current language. Change: “Level III: In the event that the grievant is not satisfied with the decision at Level II, he/she may request that the Association submit the matter to mediation. The Association shall notify the Superintendent or designee within twenty (20) days of the termination of Level II of its decision to

submit the matter to mediation. The California State Mediation and Conciliation Service (CSMCS) shall be asked to appoint a mediator. The mediator shall conduct a hearing and offer such recommendation(s) as he/she feels appropriate. The Superintendent or designee shall notice the grievant and Association within twenty (20) days following receipt of the mediator's recommendation(s) of any modification to the decision rendered at Level II.

3.3.1 Change AAA to California State Mediation and Conciliation Service.

3.3.3 Delete: "Issues arising out of the exercise by the Board and administration of its responsibilities under Article 2 of this Agreement including the facts underlying its exercise of such discretion, shall not be subject to this procedure."

3.3.4 Delete current language. Change: "All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs, except for the released time for the grievant(s), his/her representative and witness(s), will be borne by the party incurring them.

ARTICLE 4 EMPLOYEE RIGHTS/BARGAINING UNIT RIGHTS

4.9 Change: "The District agrees the Association shall have the right to conduct orientation session(s) on this contract for bargaining unit members each year at a date and time to be mutually agreed upon."

4.13 CSEA desires to enter into discussions to provide computer access for unit members. Additionally, if a unit member specifically requests a printed copy, the District shall comply with said request.

ARTICLE 5 LAYOFF

CSEA desires to shorten the title of this Article.

5.2 Add/Change: "Classified employees...shall be by seniority determined by date of hire within classification."

5.3 CSEA desires to enter into discussion over notice by certified mail as it relates to Hoschler v Sacramento City USD (2007). Also, will the notice include the effective date and the number of reduced hours?

5.7 CSEA desires to enter into discussion over the current language “Such reemployment shall take precedence over any type of employment.” Add language reflecting the recent Tucker decision: “Additionally, an employee on a reemployment list is entitled to be reemployed into vacant positions that are of a higher, lower, or lateral level for which he or she is qualified before the district hires an outside candidate to fill the vacancy.”

5.11 CSEA needs clarification as to the District’s proposal.

5.12 Change first sentence to “If two (2) or more employees subject to lay off have equal classification seniority, the layoff determination shall be in the following sequential order: a) Original hire date as a regular classified employee with the District; b) Made by lot (the name drawn will be the employee laid off).

5.13 Change: “In the event a laid off employee is no longer eligible for District paid health and welfare benefits, the laid off unit member shall receive District paid health and welfare benefits for two (2) additional months following the time when the previously-paid district benefits cease (normally September 30).”

5.19 Change: “During the time a laid off employee remains on a reemployment list...in a classification in which the employee meets the minimum qualifications.”

5.20 Change: Delete entire provision.

ARTICLE 7 TRANSFER POLICIES

7.1 Add: “Transfer of an employee from one position to another position not involving a change in classification or loss of compensation (i.e. hours/day or months/year) may be made...”

7.5 CSEA desire to discuss the District’s intent to change Manager to Administrator.

7.6 Delete “school.” Discussion needed on term “administrator/manager.”

7.7 Change: “Permanent personnel who have been involuntarily transferred due to staff or facility reduction shall be given the option to return to the location/site from which they were transferred as openings occur.”

ARTICLE 8 LEAVE POLICIES

8.1 Add Domestic Partners (in compliance with the California State Law Family Code 297.5)

8.1.1 (A) TA District Initial Proposal dated 6/28/10 “legally established quarantine”

8.1.1 (D) Add: Domestic Partners (in compliance with the California State Law Family Code 297.5)

8.1.3 CSEA proposes to discuss these provisions as they relate to prior year round assignments.

8.1.5 CSEA request that the District explain its proposal for Extended Illness Leave.

8.1.7 Delete “or designated Management Team member.” Add: “In addition, the District may send an employee to a District appointed physician for examination at the District’s expenses.”

8.2.3 Delete provision

8.3.7 Change reference to Ed Code Section 45191 to Section 8.1.

8.3.8 Discussion needed on how this provision relates to 7.8. (Transfer) as well as the provision allowing those laid off to have precedence over those on medical layoff regardless of seniority.

8.8.1 Add: “Seven (7) days of leave....”

8.8.3 Delete

8.9.3 Delete: “The reason for the leave need not be given and the only reason for refusal shall be lack of a substitute.”

8.10.2 TA CSEA accepts the District’s Initial Proposal dated 6/28/10.

8.11.2.7 Delete entire provision.

ARTICLE 9 VACATION

9.2 CSEA proposes to discuss these provisions as it relates to prior year round assignments.

9.3	Add: 9 through 15	1-3/4 days
	16 or more	2 days

ARTICLE 10 DUTY HOURS

10.2 TA CSEA accepts the District’s Initial Proposal dated 6/28/10

10.6 Change: Length of Workweek to Alternative Workweek

10.6.5.1 Change : “Work done...not a member of any bargaining unit.”

10.6.5.2 TA CSEA accepts the District’s Initial Proposal dated 6/28/10.

10.6.5.4 CSEA proposes to add the District Compensatory Time form to the appendix of the contract.

ARTICLE 11 PAY AND ALLOWANCES

11.1.1 CSEA desires a discussion on this provision.

11.1.2 TA with District Initial Proposal dated 6/28/10.

11.1.2.1 TA with District Initial Proposal dated 6/28/10

11.1.2 New: “The parties agree that if the District receives a fully funded COLA of at least 2% without any other negative adjustments to the Revenue Limit enacted by the Sate for the 2012-2013 school year, then the Classified proportionate share of fifty percent (50%) of the funded COLA will be added to the Classified salary schedule effective March 31, 2013.” (TA from 2009-2010).

Also (11.1.2): “In the event the District approves any percentage increase for employees of the district, CSEA bargaining unit members shall automatically receive a matching increase. This increase would be effective the same date as the increase of the other employees of the district.”

11.1.2.3 Change: “Longevity: When a bargaining unit member has completed nine (9), thirteen (13), seventeen (17), twenty-one (21), twenty-five (25), twenty-nine (29), and thirty-three (33) years of continuous service....”

11.1.5.4 Discussion on word “Supervisor.”

11.1.6.3.1 **TA** District proposal dated 6/28/10.

11.1.6.3.3 Why is shall not underlined?

11.1.6.4.3 **TA** District proposal dated 6/28/10.

11.1.6.5.1/3 CSEA desires clarification of the District’s proposal.

11.1.7.1 **TA** District proposal dated 6/28/10.

11.1.7.2 **TA** District proposal dated 6/28/10.

CSEA desires discussions on the current \$500 reimbursement amount.

11.1.8 Delete reference to Education Code.

11.4 CSEA needs clarification regarding the District’s initial proposal. It is CSEA’s understanding that some of these provisions have recently been changed by the Personnel Commission.

11.4.4 New: “Employees working in the same classification as their regular assignment shall be paid their same range and step. Employees working in a lower classification than their regular assignment shall be paid at their same step at the lower range. Employees working in a higher classification than their regular assignment shall be paid in accordance with Section 11.1.2.4.”

11.6 **TA** District proposal dated 6/28/10.

11.7 Entire Section **TA District proposal dated 6/28/10. (District Proposal did not include 11.7.3, 11.7.4, 11.7.5).**

11.7 New: “It is the intent of the parties to develop a process to provide competitive classified salaries while recognizing the need for financial stability of the District. CSEA and the District agree that the District will conduct a study to establish a process to review classified classification salary data with other comparable school districts. The mutual objective shall be to increase classified salaries up to the 50th percentile of comparable entities. The parties shall develop the mutually agreed upon process to achieve this goal.”

11.8 Delete current language. New: “Bargaining unit members required/designated by the District to use their bilingual skills shall be compensated at a rate not less than a 10% increase.”

ARTICLE 12 HOLIDAYS

12.4 CSEA needs clarification on the District’s proposal.

ARTICLE 13 EVALUATION PROCEDURES

13.3 Add: “In the event employees do not receive their performance evaluation within thirty (30) days of the due date, the evaluation shall be considered “Meets Requirements.”

13.7 Delete first two (2) sentences (moved to 13.11).

13.11 New: “Personnel Files: Information of a derogatory nature shall not be placed in an employee’s personnel file until the employee is given notice and an opportunity to review and make written comments. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.”

ARTICLE 14 TRANSPORTATION

To be submitted at a later date.

ARTICLE 15 HEALTH & WELFARE BENEFITS (New Title)

15.1.1 Delete first sentence. Also delete “It is the intent of the parties that prior to January 1, 2006, the employees shall be provided health and welfare benefits that exist under the current contract.”

5.1.1 Add: “The District contribution shall be increased by up to ten percent (10%) per year to cover the increase in the actual costs of benefits for January 1 of each year.”

15.1.2 Delete last sentence.

15.1.2 Add: “Part-time unit members whose annual hours worked equal 1440 hours or more will be provided with health benefits as if they are full-time employees and all other part-time employees will be provided health benefits as determined by the chart below as the District’s prorated amount towards the District provided health insurance plan:

Employee hrs. worked	OR Annual hrs. worked	District contribution	Employee contribution
8.0	1440	100%	-0-
7.5	1350	93.75%	6.25%
7.0	1260	87.5%	12.5%
6.5	1170	81.25%	18.75%
6.0	1080	75%	25%
5.5	990	68.75%	31.25%
5.0	900	62.5%	37.5%
4.5	810	56.25%	43.75%
4.0	720	50%	50%

15.2 Add: “The premiums for said coverage are paid by the District.”

15.7.1 Delete reference to June 30, 2007.

15.8 Add: “The District shall notify unit members of this benefit when they become eligible due to a long term disability.”

VUSD Response to CSEA Counter Proposal #1 July 22, 2010

(pp. 10- 49)

The District agrees to the following provisions of the CSEA Counter Proposal #1 July 22, 2010:

DEFINITIONS

Board: Board of Trustees

Classification: Appendix A-2 is underlined as current contract language

Classified Human Resources: TA

Preamble

Article 5: Title change to "Layoff"

Article 6: Retain current contract language

Article 8.8.1

Article 10.2, 10.6, 10.6.5.2

The District proposes the following contract language in response to the CSEA Counter Proposal #1 July 22, 2010:

Definitions	See attached changes to Immediate Supervisor and Permanent Employee as well as new definitions of District Administrator and District Manager as well as a new Appendix to be numbered at a later date.
Article 1	Retain current contract language
Article 2	VUSD Proposal dated June 28, 2010
Article 3	VUSD Proposal dated June 28, 2010
Article 4	The District desires to discuss section 4.8 to provide examples of how this time might be used. See attached changes to sections 4.9 and 4.13
Article 5	See attached.
Article 7	See attached.
Article 8	See attached.
Article 9	Retain current contract language
Article 10	See attached. The compensatory time form will be located for addition to the contract.

Preamble

This is an Agreement made and entered into this 1st day of July, ~~2007~~ 2010 through June 30, 2013, between the Vista Unified School District (hereinafter referred to as "District") and the California School Employees Association (hereinafter referred to as "Association") and its Vista Chapter #389.

ARTICLE 1 RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District on April 30, 1976, as listed on Appendix A-2. This list specifically excludes limited-term employees, substitutes, noon duty assistants, and student workers. Classification titles may be added/modified during the term of this Agreement for newly created positions and for positions changed by reorganization/reclassification. Changes in management or confidential designation will be made only by mutual agreement of the District and the Association subject to the rules of the Public Employment Relations Board (PERB).

ARTICLE 2 DISTRICT RIGHTS

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 those duties and powers are the exclusive rights 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; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number of 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 retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. ~~The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, and regulations and practices in furtherance therewith, shall be limited by the specific and express terms of this Agreement and by applicable law.~~ *Enumeration of the District's right herein is not exhaustive and is not intended to expand the scope of bargaining. All matters not enumerated as being within the scope of bargaining as contained in Government Code Section 3543.2 are reserved to the public school employer and may not be a subject of meeting and negotiating.* The District retains the right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as a natural or man-made catastrophe or action, which interrupts or terminates the normal and ordinary conduct of school.

ARTICLE 3 GRIEVANCE PROCEDURES

3.1 DEFINITIONS

- 3.1.1 A GRIEVANCE is a written claim ~~an allegation~~ by a unit member, ~~group of members,~~ or the Association who claim to be directly affected by a violation, misinterpretation, misapplication, or misimplementation of the specific provisions of this Agreement. For purposes of this procedure, a DAY is any day in which the Central Administrative Office of the District is open for business.
- 3.1.2 An IMMEDIATE SUPERVISOR, as pertains to this procedure, shall be the first level Management Team member who is designated by the District to adjust grievances.

3.2 PROCEDURE

- 3.2.1 Informal Level. ~~Before filing a formal written grievance,~~ The grievant(s) should attempt to resolve the grievance by an informal conference with his/her Immediate Supervisor or designee not a member of the bargaining unit. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views.
- 3.2.2 Level I. Within twenty-five (25) days of the time the grievant(s) knew of or reasonably should have known of the event or condition, which gave rise to the grievance, the grievance must be presented in writing to the Immediate Supervisor. The Supervisor shall communicate the decision in writing within ten (10) days after receiving the grievance. Within the ten (10) day limit, the parties shall hold a conference to attempt to resolve the grievance.
- 3.2.3 Level II. In the event the decision at Level I is not satisfactory with the grievant(s), the decision may be appealed to the Superintendent or designee(s) within ten (10) days. The Superintendent or designee(s) shall communicate the decision in writing within ten (10) days after receiving the

appeal. Within the ten (10) days after receiving the appeal, the parties shall hold a conference to attempt to resolve the grievance.

3.2.4 Level III. In the event the decision at Level II is not satisfactory with the grievant~~(s)~~, the decision may be appealed in writing to the Board within ten (10) days. The Board may schedule a conference to attempt a resolution of the grievance. In any event, the Board shall communicate the decision in writing within ten (10) days after receiving the appeal.

3.2.5 Level IV. In the event the decision at Level III is not satisfactory with the grievant~~(s)~~, the grievant~~(s)~~ may, within ten (10) days, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Board, within twenty (20) days after the receipt of the decision of the Board, may submit the grievance to arbitration.

3.3 ARBITRATION

3.3.1 The parties shall first attempt to mutually select an arbitrator. If no agreement is reached within five (5) days of the request to arbitrate, the parties shall request a list of five (5) arbitrators from the American Arbitration Association and shall select the arbitrator by the alternate strike method, the first party striking to be determined by lot.

3.3.2 The arbitrator shall, as soon as possible, hear evidence and render a decision of the issue or issues submitted. Except for the issue of arbitrability, if the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance, the answers thereto at each step and this Agreement. The hearing shall be conducted by the arbitrator according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3.3.3 The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be based solely upon this Agreement, the evidence and the arguments presented by the respective parties in the presence of each other. Issues arising out of the exercise by the Board and administration of its responsibilities under Article 2 of this Agreement,

including the facts underlying its exercise of such discretion, shall not be subject to this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator is empowered to include in any award such financial reimbursement as judged to be proper, provided that no award for punitive damages may be retroactive beyond the filing date as set forth in Section 3.2.2 herein, except for payroll errors which occurred within the past twelve (12) months. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties of this Agreement.

3.3.4 Except for the cost incurred by the parties in presenting and preparing their case, all costs of the arbitration, including but not limited to the per diem, travel and subsistence expenses of the arbitrator, and the hearing room, will be borne by the party designated by the arbitrator as not prevailing. The arbitrator shall specify as part of the award which party did not prevail and specifically which party should pay the above-mentioned costs of arbitration.

3.3.5 If, in the course of processing a grievance, the District raises the question of arbitrability at Level I or Level II, such issue will first be submitted to an arbitrator selected according to Section 3.3.1 herein; and that no arbitration on the other issues of a grievance will be submitted until a written decision is rendered by an arbitrator on the question of arbitrability. Such challenge may only be made once by the District in the processing of an individual grievance or consolidated grievance. Unless mutually agreed otherwise, the arbitrator who decided the issue of arbitrability will not later sit as the arbitrator on the other issues of the grievance. Any time limits of this procedure will automatically be extended in order to carry out the intent of this Section. Costs will be paid as in 3.3.4 of this Section.

3.4 MISCELLANEOUS PROVISIONS

3.4.1 No reprisals of any kind will be taken by the Association or the representative(s) of the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant(s) in the grievance procedure by reason of such participation.

- 3.4.2 A grievant(s) may be represented at any stage of the grievance procedures by himself/herself, or at his/her option, by a representative selected by the Association. If a grievant(s) is not represented by the Association or its representative, the Association shall have the right to be present and the opportunity to file a response to any proposed resolution at Levels I, II and III prior to the final resolution. The Association shall receive a copy of said grievance and the proposed resolution.
- 3.4.3 At any level of this procedure, if the District representative fails to respond within the specified time limits, the grievant(s) may automatically appeal to the next level; and if the grievant(s) fails to act within the specified time limits, such grievance shall be excluded from arbitration and considered settled according to the last response made by the District. Decisions rendered at Levels I, II and III of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- 3.4.4 For purposes of efficiency and ease of processing, the Association may consolidate grievances of more than one (1) grievant provided such grievants agree and are named and qualified as individuals and provided that the issues in dispute are the same.
- 3.4.5 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person(s), the time limits set forth herein will be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.
- 3.4.6 All documents, communications and records developed during and relating to the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. The form necessary for the implementation of the grievance procedure is attached as

Appendix A-1. The costs of preparing such forms shall be borne by the Board.

- 3.4.7 When it is necessary for grievance representatives designated by the Association to participate in the processing of a grievance, including the informal level, during the day, the representatives will be granted release time without loss of pay in order to permit such participation by mutual agreement between the representative and his/her Immediate Supervisor or designee not a member of the bargaining unit. The District and the Association shall attempt to schedule the grievance meetings and hearings at times which do not conflict with those regular hours. Any unit member who is necessary as a witness for either party will be accorded the same right of release time as set forth herein. In cases where formal hearings cannot be scheduled outside regular hours, release time will be arranged for those parties in interest.
- 3.4.8 If a grievance arises from action or inaction on the part of a member of the administration at a level above Level I, the processing of such grievance may commence at the appropriate level.

ARTICLE 4 EMPLOYEE RIGHTS/BARGAINING UNIT RIGHTS

- 4.1 At formal scheduled meetings of unit members for the purpose of contract interpretation, an Association representative shall be invited.
- 4.2 The Association shall have the right to make use of school buildings for meetings without charge upon execution of proper request forms in accordance with facilities use regulations, provided that meetings do not interfere with school use.
- 4.3 The Association shall have the right to a listing of officers, addresses, and telephone numbers in any general directory printed by the District.
- 4.4 The Association shall have the right to use school bulletin boards and school mail or messenger service for official communications subject to procedures established by the Superintendent.
- 4.5 Duly authorized representatives of the Association shall have the right to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. It is further provided no Association views on matters relating to Management-Employee or Board-Association relationships will be discussed in the presence of students by members of the bargaining unit.
- 4.6 Upon request, the Board shall furnish the Association within fifteen (15) days the placement of personnel on the respective schedules as of November 1.
- 4.7 Upon request, names, addresses, and available telephone numbers of all classified employees as of November 1, shall be provided without cost within fifteen (15) days to the Association.
- 4.8 The Association President or designee(s) shall be granted up to a maximum of 280 hours release time each school year for Association business; whether or not a substitute is required is determined by the District. Actual substitute costs are incurred by the District. The attendance by the President or designee(s) at District required committee meetings will not count against these hours. No more than two (2) designees or the President and one (1) designee may be released at any given time. With mutual agreement, the parties may agree to additional release time and/or designees.

- ~~4.9 The District agrees~~ The Association shall have the right to conduct one (1) hour orientation session(s) on this contract for bargaining unit members ~~during one (1) professional growth day each year~~ at a date and time to be mutually agreed upon.
- 4.9 Discrimination Prohibited. No employee in the bargaining unit shall be discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or sexual orientation, to the extent prohibited by law. No person shall be illegally discriminated against because of age, sex, or physical handicap. The District shall not interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercising of their rights to engage in union activities.
- 4.10 CSEA Conference Release Time. The Chapter President and each Chapter delegate (per CSEA formula) to the CSEA Annual Conference shall have four (4) days of release time in order to attend the conference, provided that each day of release time for the President and each delegate would have been an assigned workday. The Association shall notify the District twenty (20) days in advance of the dates required for attendance and the names of the delegates who will be attending. Additional days required for CSEA Conference attendance shall be provided from the employees' available leave if required.
- 4.11 STRICT/SITE SHARED DECISION-MAKING COMMITTEES
CSEA shall have the right to representation on all District decision-making committees that impact CSEA bargaining unit members. CSEA shall decide the selection process for CSEA representatives on said committees. Classified representation on site decision-making committees shall be a CSEA member elected by the bargaining unit members at that site. In the event a CSEA member is not elected at the site, CSEA Chapter 389 President shall appoint a representative from the bargaining unit.
- 4.12 ~~The District shall print and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the unit shall be provided by the District without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this~~

Agreement. The provisions of this Section will not apply if the District posts The District will post and maintains a current copy of the this Agreement and any amendments on a the District web site. For unit members who request a copy one will be provided.

ARTICLE 5 LAYOFF

- 5.1 The term “layoff” shall be interpreted as an involuntary separation of an employee in the bargaining unit because of a lack of funds, lack of work, and/or reduced workload. The term “classification” shall mean each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position and the regular monthly salary ranges for each such position.
- 5.2 Classified employees shall be subject to layoffs for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be by seniority determined by “date of hire.” The employee who has been employed the shortest time in the classification, plus equal and higher classifications, shall be laid off first. Reemployment shall be in the reverse order of layoff.
- 5.2.1 Nothing contained in this Section shall preclude the granting of “date of hire” credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.
- 5.2.2 “Date of hire” shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions as provided by law.
- 5.3 The District shall notify employees pursuant to the paragraphs in this Section. ~~Notices shall be specific as to the date of layoff, or the number of hours reduced~~ and Any notice of layoff shall include the reason for the layoff, employee's reemployment rights, name and classification of the employee designated for layoff and a statement that the employee may have a right to unemployment insurance. Notices shall be sent by mail and certified mail to the last known address of each employee.
- 5.3.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before

April 29 informing them of their layoff, effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.

- 5.3.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights.
- 5.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board, without the notice required by Subsection 5.3.1 or 5.3.2 hereof.
- 5.4 A classified employee who is laid off from a classification and who has previous service in an equal or lower classification, shall have the right to bump an employee with less seniority in that classification. Seniority shall include the total of the previous service in the equal or lower classification, plus service in the classification from which the layoff occurs and higher classifications.
- 5.5 A classified employee who will suffer a layoff despite his/her bumping rights may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee is qualified to perform the duties thereof. Said employee shall be placed at the salary range of the lower classification, and then to that step of the lower range that comes closest to the employee's hourly salary rate in the higher classification without being more than the previous hourly salary rate.
- 5.6 No regular classified employee shall be laid off from any position while employees are serving in a probationary, limited term, provisional, or temporary positions in the same or lower classification unless the regular employee declines said position.
- 5.7 Laid off employees are eligible for reemployment in the classification from which laid off for a period of thirty-nine (39) months and shall be reemployed in the

reverse order of layoff. Such reemployment shall take precedence over any type of employment. In addition, they shall have the right to apply for promotional and transfer positions and use their seniority therein for a period of thirty- nine (39) months following layoff.

- 5.8 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the classification shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.
- 5.9 Any employee who is laid off and is subsequently eligible for reemployment shall be notified of an opening by the District. ~~by certified mail.~~ It is the employee's responsibility to ensure that the District has a current telephone number and address on file at the District Office. Failure of the employee to return telephone messages, retrieve delivered mail, or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notification or the staying of the timelines outlined in this Agreement. For purpose of this rule, if a notice is mailed, the second working day following the postmark date of the notice shall be considered to be the official date of receipt. If an employee cannot be contacted, he/she will be considered to have waived reemployment.
- 5.10 An employee shall notify the District of his/her intent to accept or refuse reemployment within ~~ten (10)~~ five (5) days of receipt of said notice. If an employee accepts reemployment, he/she must return to work within ~~thirty (30)~~ ten (10) days of receipt of said notice. An employee given notice of reemployment need not accept the reemployment to maintain eligibility on a reemployment list provided that he/she notifies the District within ~~ten (10) calendar~~ five (5) working days of receipt of the notice.

- 5.11 Employees shall be reemployed in the highest related classification available in accordance with their length of service in the classification from which laid off, plus equal and higher classifications. Employees who accept a position in a lower or equal classification shall retain their original thirty-nine (39) month rights to the original or higher classification.
- 5.12 If two (2) or more employees subject to layoff have equal classification seniority, the layoff determination shall be in the following sequential order: a) Original date of hire as a member of the bargaining unit; b) Made by lot (the name drawn will be the employee laid off). ~~make by lot.~~ For bargaining unit members employed in the Campus Security classification at the time that classification was first established, seniority for purposes of layoff will be calculated based on the date when they were first in paid status in any non-classified position in the District, not including temporary, substitute, provisional, and limited-term positions. For purposes of seniority, all other rules, included but not limited to rules regarding breaks in service, applicable to bargaining unit members generally will apply to the Campus Security classification.
- 5.13 For voluntary and involuntary layoff of bargaining unit employees, District fringe benefit coverage for said employees will continue for two (2) months following the effective date of the layoff at the level of benefits prior to layoff.
- 5.14 Any involuntary transfers that may be necessary due to layoffs and/or reductions in hours shall be made on the basis of seniority. The unit member with the least seniority in the affected classification shall be transferred first in the case of involuntary transfers due to layoffs/reductions.
- 5.15 For those classified employees laid off, all earned and unused vacation shall be paid off on the next payroll warrant following the employee's release date.
- 5.16 Prior to any layoff, an employee shall be entitled to use personal necessity leave days and/or accrued but unused vacation days to seek other employment.
- 5.17 Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 5.18 Election of retirement reemployment rights. Any employee laid off for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The

District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff or lack of work or funds. If the employee is offered, and accepts in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

- 5.19 During the time a laid off employee remains on a reemployment list, that employee shall have preferential opportunities to be employed in a substitute, limited-term, or provisional assignment in the classification from which he/she was laid off.
- 5.20 The parties agree that the above provisions in this Article represent the full and complete Agreement between the parties concerning layoff, reemployment, and voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the impacts and effects of such matters. A written summary of actions taken as outlined in this Article is to be submitted in writing with copies to the Association and the District. The District agrees to inform CSEA in the event that layoffs become necessary for lack of work or lack of funds. The Association hereby clearly and unequivocally waives its rights to meet and negotiate all these matters during the term of the current Contract between them.

ARTICLE 6 ORGANIZATION SECURITY
(CURRENT CONTRACT LANGUAGE)

ARTICLE 7 TRANSFER POLICIES

- 7.1 Transfer of an employee from one position to another position not involving a change in classification may be made by the Superintendent or designee when the need arises for the efficient operation of the District; however, the employee will be given at least a forty-eight (48) hour notice prior to the transfer and the reasons why such transfer was necessary. Said transfer shall not be made for arbitrary or capricious reasons.
- 7.2 It is the responsibility of the employee to submit a transfer request to the Classified Human Resources Department on forms provided for this purpose. Requests for transfer shall be valid for one (1) year from the date filed.
- 7.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee, in writing, at any time prior to official notification of transfer approval.
- 7.4 Applications from permanent personnel who meet the qualifications required for the position sought shall be given consideration and an opportunity for an interview before applicants from outside the District. Transfer requests will be considered prior to bumping or placement of employees from the reemployment list.
- 7.5 The District shall give the employee official notification of the disposition of the application to transfer and upon written request of the unit member, the appropriate ~~District Manager~~ Human Resources Office will ~~meet and~~ provide feedback to the employee.
- 7.6 All equally qualified applicants who submit a request for transfer to the same position shall be referred for consideration to the appropriate school administrator/manager/supervisor.
- 7.7 Permanent personnel who have been involuntarily transferred due to staff or facility reduction shall reserve consideration in returning to the schools from which they were transferred as openings occur.

7.8 Medical Transfers. When possible, the District may transfer an employee who has become medically unable to perform his/her regular job classification duties to alternative work. Alternative work may constitute promotion, demotion, or lateral transfer to a related classification. Such medical transfer shall only be implemented by mutual consent of employee and District and the notification to the Association.

ARTICLE 8 LEAVE POLICIES

8.1 SICK LEAVE

Unit members may utilize sick leave to attend to an illness of the employee, of a child, parent, or spouse registered domestic partner of the employee.

8.1.1 “Sick leave” means accrued increments of compensated leave provided by an employer to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the following reasons:

- (A) The employee is physically or mentally unable to perform his or her duties due to illness, injury, legally established quarantine or a medical condition of the employee.
- (B) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
- (C) The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
- (D) To attend to an illness of a child, parent, or spouse, registered domestic partner of an employee.

8.1.2 All classified employees who are employed on a ten (10) month basis will be credited with ten (10) days sick leave per school year; those on eleven (11) months with eleven (11) days, and those on twelve (12) months with twelve (12) days. For purposes of proration, new employees whose first day in paid status is prior to the 16th of the month will be granted a full sick day for that month. New employees hired after the 15th of the month do not receive sick leave for that month. No more than six (6) days leave may be taken by a new employee until six (6) months have elapsed.

8.1.3 Part-time employees, or those paid by the hour, will earn and be charged sick leave as follows: For each full month worked (this will include September and June for those working five (5) or more school months), the assigned number of hours worked per day will accrue as sick leave hours. Employees who work one-hundred eighty (180) days or less in a

school year will earn one (1) equivalent day for every eighteen (18) days in paid status.

- 8.1.4 Sick leave pay will be made on the basis of the assigned number of hours per day.
- 8.1.5 ~~Extended Illness and Injury Benefits. Each unit member shall, at the beginning of each fiscal year (July 1st), be credited with a total of one hundred (100) workdays of sick leave in addition to sick leave provided for in this Agreement. Each day of sick leave provided by this Section shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary, and shall be available after all other sick leave entitlement has been exhausted, excluding sick leave donations. Sick leave donations are paid concurrently with the one hundred (100) workdays at fifty percent (50%). This sick leave is not cumulative from year to year. Unit members may use vacation hours in conjunction with extended illness leave.~~
- 8.1.6 ~~Employees who must be absent from work are required to notify the central answering service or designated individual in advance of the absence so that arrangements can be made for substitutes where necessary.~~
- 8.1.7 ~~In case of a poor attendance record or questionable absences, classified personnel absent from duty on sick leave may be required by the Assistant Superintendent of Human Resources or designated Management Team member to present proof of illness after an absence to qualify for pay during the absence. [RENUMBER](#)~~
- 8.1.8 Unused sick leave allowances shall be cumulative from year to year.
- 8.1.9 Classified employees who have more than one (1) year of service with a school district shall transfer unused sick leave to another school district if the break in service was no longer than one (1) year.

8.2 (NEW) ABSENCE REPORTING

8.2.1 In order to receive compensation for sick leave, employees are required to notify the Central Answering Service or designated individual in advance of the absence prior to the start of the employee's working day if possible, but not later than the first working

hour of the first day of absence, unless conditions make such notification impossible. The burden of proof regarding the impossible conditions shall be upon the employee.

8.2.2 In cases of poor attendance or questionable absences, the Assistant Superintendent of Human Resources or designee may require the employee to present a statement from a state-licensed physician verifying the nature and/or duration of the illness to qualify for pay during an absence. In addition, the District may send an employee to a District appointed physician for examination at the District's expense.

8.3 EXTENDED ILLNESS AND INJURY BENEFIT (EXTENDED SICK LEAVE)

8.3.1 At the beginning of each fiscal year, each unit member will be credited with one hundred (100) days (workdays) of extended sick leave. Extended sick leave shall be paid at fifty percent (50%) of the employee's regular rate. The one hundred (100) day period shall commence with the first day of extended absence and shall be limited to one hundred (100) days in each fiscal year. This sick leave is not cumulative from year to year. During this period, full pay shall be given for accumulated sick leave, vacation and holidays.

8.3.2 After entitlement to all regular sick leave, vacation and other paid time available has been exhausted, an employee who is still absent from his/her employment shall begin to draw on the employee's one hundred (100) days of leave.

8.3.3 Verification of illness absences outlined in Section 8.2 shall also apply to any absences taken under this Section. [RENUMBER](#)

8.4 LEAVE OF ABSENCE

8.4.1 Leave of absence without pay for up to thirty (30) working days duration for valid reasons may be granted by the Superintendent upon recommendation of the Immediate Supervisor or designee not a part of the certificated or this bargaining unit. Such leave will not involve loss of position, privileges, or benefits. If the request is denied by the Immediate Supervisor, the employee can appeal to the next level Supervisor with the department/division. The decision at that level will be final.

- 8.4.2 Leave of absence without pay and benefits for more than thirty (30) working days but not to exceed one (1) calendar year for valid reasons may be granted by the Superintendent upon the recommendation of the Immediate Supervisor and with concurrence of the Director of Classified Human Resources. Upon return from unpaid leave, the unit member shall be placed either in his/her former position, a position in the same classification, or in a related position with the same salary range. If the unit member objects to the placement, he/she may request reassignment through the Transfer Article.
- 8.4.3 The granting of leaves of absence is at the sole discretion of the District and is expressly excluded from the provisions of Article 3, GRIEVANCE PROCEDURES.
- 8.4.4 A regular classified employee returning to duty from extended leave of absence, not to exceed one (1) year, will be reinstated at the same salary schedule step, but with a new anniversary date, and shall automatically be entitled to all accumulated sick leave and shall not lose credit toward the longevity in service required to qualify for additional vacation privilege, but shall not be granted any accumulation of either sick leave or vacation for that period of absence.

8.5 INDUSTRIAL ACCIDENT/ILLNESS LEAVE

An employee shall be granted a leave of absence with pay and benefits when he/she is absent due to an industrial accident or illness in accordance with the following regulations:

- 8.5.1 The accident or illness must have arisen out of or in the course of employment of the employee and must be accepted as such by the Workers' Compensation Agency. Such leaves shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that those sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due him/her for the same injury or illness. Provisions of this Section may be used once for the same accident or illness in any one fiscal year.

- 8.5.2 ~~Allowable leave shall commence on the first day of absence and shall be reduced by one (1) hour for each hour of accumulated authorized absence. Such leaves shall not be cumulative from year to year. An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. Such leave shall not be cumulative from year to year.~~
- 8.5.3 Salary received from the District during such leaves plus wage loss benefit checks received under Workers' Compensation laws may not exceed the employee's regular salary. Therefore, all benefit checks received by the employee under Workers' Compensation shall be endorsed to the District and the District shall pay the employee his/her normal salary during the period of leave.
- 8.5.4 An employee receiving industrial accident/illness leave shall remain within the state of California unless approval is given by the District.
- 8.5.5 The Board may require that the fact of job relatedness of the illness or injury be established by the Workers' Compensation Appeals Board. The Board may require the employee to submit to a physical examination by a physician selected by the Board at any time during the leave, at District expense.
- 8.5.6 The employee shall be required to present to the District, before returning to work, a statement indicating the attending physician's approval for return to work.
- 8.5.7 ~~The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if any employee is receiving Workers' Compensation, the person shall be entitled to use so much of the person's accumulated compensatory time, vacation, extended illness leave, or other available leave which, when added to the Workers' Compensation award, provide a full day's wage or salary.~~

Upon exhaustion of the industrial accident/illness leave, the employee shall be entitled to use sick leave provided in 8.1. This leave shall

commence of the date of termination of the industrial leave of absence. Provided the employee continues to receive temporary disability indemnity, the employee may elect to take as much of accumulated sick leave which, when added to his/her temporary disability indemnity (Workers' Compensation check), will result in a payment to the employee of not more than his/her full salary. (Example: An employee has a temporary disability indemnity equal to one-third (1/3rd) normal salary. The District pays the employee full salary and deducts two-thirds (2/3rd) of a day of sick leave from the employee's accumulated sick leave account.)

8.5.8 When all paid leaves of absence have been exhausted by a classified employee as a result of industrial accident/illness, and if the employee is not medically able and released to assume the duties of the employee's position, the employee shall be placed on a leave of absence without pay. Such leave is normally granted for a maximum of one (1) year only, but may be extended by the District for a maximum of one (1) additional year. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able and released to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available and medically able and released to assume the duties of the employee's position during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the classification of the employee's previous assignment over all other available candidates, except those employees laid off under Article 5 of this contract. If an employee who was classified as a permanent employee is rehired within thirty-nine (39) months after his/her last day of paid service, the Board shall restore to him/her all rights, benefits and burdens of a permanent employee, as provided by law. An employee, including but not limited to an employee who has been placed on a reemployment list as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed unless the employee retires (if eligible) or resigns.

8.6 BEREAVEMENT LEAVE

Full pay and benefits will be granted an employee for the first five (5) days he/she is absent on account of the death of the mother, father, husband, wife, son, daughter, brother, brother-in-law, sister, sister-in-law, parent-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, or any relative living in the immediate household of the employee. In the event more time is required for travel of two hundred (200) miles or more one way, an additional two (2) days shall be granted.

8.7 PREGNANCY DISABILITY LEAVE

Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. 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 employee and employee's physician. The District may require a verification of the extent of the disability from the employee's physician. Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave has been exhausted. The District may require a verification of the extent of disability from the employee's physician. The employee on leave for pregnancy disability shall be entitled to return to the position held at the time the leave commenced.

8.8 CHILD REARING LEAVE

Up to one (1) calendar year of unpaid leave may be granted to a male or female employee who is a natural or adopting parent for the purpose of rearing his/her child. Arrangement for such leave must be made as soon as possible. The employee on child rearing leave shall be entitled to return to a position comparable to that held at the time the leave commenced.

8.9 MILITARY LEAVE

8.9.1 Any employee who enters the active military service of the United States or the state of California, or such auxiliary services as the Merchant Marine or the American Red Cross, will be granted leave during the period of war or

national emergency, and will receive regular salary for the first thirty (30) calendar days of such leave. The employee may return to a position within six (6) months after honorably leaving the service or being placed on inactive duty.

8.9.2 Members of the Armed Forces Reserve Corps or of the National Guard or Naval Militia are entitled to a temporary military leave, not to exceed one-hundred eighty (180) days, and will receive their regular salaries for the first thirty (30) calendar days of such leave. The employee shall make every effort to schedule the training duty at a time which will not conflict with regular school duties. If duty is required during the school year, the employee is to notify the Human Resources Department five (5) days in advance of the assigned duty.

8.10 PERSONAL NECESSITY LEAVE

8.10.1 Seven (7) Any days of leave of absence for illness or injury allowed for sick leave may be used by the employee in cases of personal necessity. Personal necessity leave shall be limited to:

- (1) Death or serious illness of a member of the immediate family.
- (2) Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- (3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

8.10.2 The employee must submit to the Immediate Supervisor a completed Personal Leave Request form within five (5) working days after returning from leave. One (1) copy of the request form, with the Immediate Supervisor's recommendation and comments, will be returned to the employee. One (1) copy will be forwarded to the District Office by the Immediate Supervisor.

8.10.3 This provision is intended to comply with the requirements of Education Code Section 45207 (personal necessity).

8.11 PERSONAL EMERGENCY LEAVE

8.11.1 A maximum of six (6) days accumulated sick leave may be used in any fiscal year, upon prior notification, for personal emergency leave. Personal emergency leave shall be limited to: Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends. Personal emergency leave shall not be used for such matters as vacation, recreational activities, nor any matter pertaining to an employee's personal business involving an auxiliary income.

8.11.2 A maximum of six (6) days of accumulated leave may be used in any school year for personal emergency leave. In the absence of an immediate emergency, the employee shall submit a completed Personal Leave Request form in triplicate to the Immediate Supervisor normally within three (3) working days prior to requesting the leave. If an immediate emergency prevents the filing of the Personal Leave Request form in advance, the form shall be filed within three (3) working days after return from the utilization of personal emergency leave. The Immediate Supervisor will verify the request for emergency leave before forwarding it to the District Office. One (1) copy will be retained by the Immediate Supervisor. One (1) copy of the request form, with the Immediate Supervisor's recommendation and comments, will be returned to the employee.

8.11.3 LEAVE

Bargaining unit members shall be allowed to utilize three (3) days of personal emergency leave for personal days. This shall not require prior explanation, but shall require a five (5) day prior notification of utilization of this leave. The reason for the leave need not be given and the only reason for refusal shall be lack of a substitute.

8.12 JUDICIAL LEAVE

8.12.1 Any employee of the classified service who is required to render jury duty shall be granted temporary leave of absence for the duration of the duty plus travel time as ordered by the court. Such leave shall be with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives as juror's fees.

- 8.12.2 If an employee is excused from jury service for all or part of a day, he/she shall promptly notify his/her Immediate Supervisor. ~~who will advise the employee whether or not to report to work. Normally, the employee should not be instructed to report for work unless he/she can reasonably be expected to get back to work in time to perform at least three (3) hours of work.~~ *An employee shall return to work from jury duty if the employee can do so and complete at least three (3) hours work during the employee's regular assigned hours, allowing for travel and a thirty (30) minute meal period if the normal meal period was not provided by the court. In no event shall an employee be expected to put in more time, when combining jury duty hours (including travel time) and regular work hours, than his/her regular number of assigned hours. The exception to the rule would be if the District required the employee to work additional hours beyond the employee's regular number of assigned hours per day and compensated the employee for the additional hours at his/her regular or overtime rate.*
- 8.12.3 For payroll computation purposes, a night employee required to report for work after being excused from jury service shall be considered a day shift employee, that is, an employee eligible for jury pay who performs work on the night shift will receive time and one-half (1½) for such work.
- 8.12.4 When an employee is required to appear in court on behalf of this District, no loss of salary shall be incurred. When an employee is required to appear as a witness in court or to respond to a subpoena or an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted up to the amount of difference between the employee's regular earnings and any amount he/she may receive as a fee up to ten (10) work days.
- 8.12.5 Bargaining unit members serving jury duty during their breaks or electing to postpone jury duty to a scheduled break will be compensated at fifty percent (50%) of their regular rate of pay for each day the individual reports to court. The employee must submit the court time sheet to the District to be reimbursed for his/her time for jury duty. Employees serving jury duty during

non-work days will receive fifty percent (50%) of their regular rate of pay for each day of non-work time served. The daily compensation remitted by the court will be given to the District.

8.13 DONATION OF SICK LEAVE

8.13.1 Definition.

When any illness, surgery or injury incapacitates a unit member or a member of the unit member's immediate family, and is expected to continue for an extended period of time, the unit member may ask for a donation of sick leave.

8.13.2 Employee Eligibility.

8.13.2.1 The employee must be a permanent employee of the District.

8.13.2.2 The employee must complete an application for solicitation of sick leave. Applications shall be obtained from the Classified Human Resources Department. Completed applications are to be returned to the Classified Human Resources Department.

8.13.2.3 The employee must provide a physician's statement, which includes the nature of the illness, surgery, or injury of the employee or family member and the probable length of absence from work.

8.13.2.4 If an employee is unable to complete the application, the employee's agent or member of the employee's family shall complete the application and provide the appropriate physician's statement.

8.13.2.5 In order to be eligible to receive a donation of sick leave through these provisions, the employee's fully paid sick and vacation leave must be exhausted.

8.13.2.6 Any recipient of donated sick leave shall be required to exhaust accruing vacation and sick leave as credited to him/her during the sick leave donation period.

~~8.13.2.7 The provisions of this Section shall not be utilized to extend an employee's industrial accident and illness leave benefits.~~

8.14.3 Donations by Unit Members.

- 8.14.3.1 No employee shall be allowed to donate sick leave to the extent that his/her accrued sick leave is reduced to less than twenty (20) days multiplied by his/her number of hours worked per day.
- 8.14.3.2 For purposes of this Section, sick leave donations shall be made in terms of hours and shall be utilized by the recipient in terms of hours.
- 8.14.3.3 Donations shall be credited to the recipient in the order received.
- 8.14.3.4 Donated sick leave not used by the recipient shall be returned to the individual donors. Donors shall receive notification of unused donated sick leave that is returned.
- 8.14.3.5 Administrative and certificated staff may receive and/or donate sick leave to a unit member.

8.14.4 Implementation of Donated Sick Leave.

- 8.14.4.1 For purposes of this Section, sick leave donations shall be paid to the recipient at the recipient's hourly rate of pay, regardless of the donor's hourly rate of pay.
- 8.14.4.2 For purposes of this Section, donated sick leave used by the recipient shall be used concurrently with the one hundred (100) days of sick leave provided in 8.1.5 of this Article. Donated sick leave hours shall be used to cover the remaining hours needed to equal a full day's salary.
- 8.14.4.3 When a recipient under these procedures becomes eligible for the mandated long-term disability program, the unit member shall apply for such benefit.
- 8.14.4.4 When a recipient under these procedures becomes eligible for a disability under CalPERS and/or Social Security, the District shall apply for a disability retirement for the unit member as per Government Code 21153.

8.14.4.5 Receipt of mandated long-term disability payments, CalPERS disability or Social Security disability shall remove the employee from eligibility to the Donation of Sick program.

8.14.5 Donation of Sick Leave Procedures.

8.14.5.1 The District and the Association will make a good faith effort to maintain confidentiality regarding donations and use of sick leave at the written request of the employee requesting sick leave donations. However, there will be no liability or recourse if confidentiality is not maintained.

8.14.5.2 All completed forms and physician statements shall be returned to the Classified Human Resources Department.

8.14.5.3 The Director of Classified Human Resources or designee shall notify the CSEA Chapter President when requests for solicitations of sick leave donations are received.

8.14.5.4 The CSEA Chapter President or designee shall notify the requesting employee and the Payroll Department that the sick leave donation request form has been received.

8.14.5.5 The CSEA Chapter President or designee shall provide the Site Representative or CSEA designee at the site of the requesting employee, with sufficient fliers soliciting sick leave donations to be distributed to all employees. With the written permission of the requesting employee, the CSEA Chapter President or designee shall send notice to all other District sites soliciting sick leave donations for the requesting employee.

8.14.5.6 The District shall keep confidential the names of donating employees unless written permission is received by the donating employee to reveal his/her name.

8.15 FAMILY CARE AND MEDICAL LEAVE

8.15.1 It is the intent of this provision to be consistent with the federal Family Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.) and the California Family Rights Act of 1991, as amended October 5, 1993 (Calif. Government

Code § 12945.2). It shall be interpreted so that there will be no violation of state or federal law.

8.15.2 Full-time classified employees with more than twelve (12) months of continuous service with the District shall be granted an unpaid family care and medical leave for up to a total of twelve (12) work weeks in a school year (July 1 through June 30) pursuant to the requirements of this provision. Part-time classified employees who have completed at least 1,250 hours of service in the twelve (12) months preceding the leave shall be entitled to the same benefit. For purposes of this provision, the term “family care and medical leave” means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, within one (1) year of such birth or placement; (b) leave to care for the employee’s spouse, registered domestic partner child or parent with a serious health condition; or (c) leave because of a serious health condition of the employee that makes the employee unable to perform the functions of his or her position, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

8.15.3 For purposes of this provision, the term “child” means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either: (a) under eighteen (18) years of age, or (b) incapable of self-care because of a mental or physical disability. For purposes of this provision, the term “parent” means biological, foster, or adoptive parent, a step-parent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. For purposes of this provision, the term “serious health condition” means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- (1) Inpatient care in a hospital, hospice, or residential health care facility;
or
- (2) Continuing treatment or continuing supervision by a health care provider. For purposes of this provision, the term “health care

provider” means an individual holding either a physician’s and surgeon’s certificate issued pursuant to applicable law, or an osteopathic physician’s and surgeon’s certificate issued pursuant to applicable law, or an individual who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

8.15.4 An unpaid family care leave shall be treated as any other unpaid leave.

During the unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

8.15.5 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar day’s written notice is required.

8.15.6 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

8.15.7 If the employee’s need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent, registered domestic partner or spouse with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.

8.15.8 The District requires that an employee’s request for a family care and medical leave be supported by a written certification issued by the health care provider of the individual family member requiring care.

8.15.8.1 If the employee is requesting the leave to care for a child, parent, registered domestic partner or spouse with a serious health condition, the certification shall include:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care;
- (4) A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, registered domestic partner or spouse.

8.15.8.2 If the employee is requesting the leave for his or her own serious medical condition, the certification shall include:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) A statement that, due to the serious health condition, the employee is unable to perform the function of his or her position.

8.15.8.3 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.

8.15.9 In any case in which the District has reason to doubt the validity of the certification provided for the employee's own serious health condition, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the District, concerning any information certified under Section 8.12.8.2.

8.15.10 In any case in which the second opinion described in Section 8.12.9 differs from the opinion in the original certification, the District may require, at the

District's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the District and the employee.

- 8.15.11 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.
- 8.15.12 An eligible employee may elect, or the District may require the employee to substitute accrued paid leave, such as sick leave, differential pay sick leave, or any other paid leave, for any part of the twelve (12) work week period.
- 8.15.13 Family care and medical leave taken because of the serious health condition of the employee or the employee's spouse, *registered domestic partner* child or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the employee shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- 8.15.14 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.
- 8.15.15 During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for current health and welfare benefits for a maximum of twelve (12) work weeks. The District may recover the premium that it paid as required by this provision

for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

- 8.15.15.1 The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
- 8.15.15.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.
- 8.15.16 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a school year.
- 8.15.17 Leave taken under the pregnancy disability provision set forth at Section 8.5 runs concurrently with family care and medical leave under federal law, but not family and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
- 8.15.18 Leave taken under the industrial accident or illness disability runs concurrently with family care and medical leave under both federal and state law. An eligible employee may take a combined industrial accident or illness and family care and medical leave for a maximum total of twelve (12) work weeks in a school year.

ARTICLE 9 VACATIONS
(CURRENT CONTRACT LANGUAGE)

ARTICLE 10 DUTY HOURS

10.1 LENGTH OF WORKDAY

The workday for a full-time employee shall not be less than eight (8) hours of paid service per day. Each employee shall be assigned a fixed, regular and ascertainable minimum number of hours. The hours of service shall be structured and directed by the Immediate Supervisor or designee. Any unit member for whom the starting and/or ending time of the assignment is changed may discuss the change with his/her Immediate Supervisor, including the reasons for the change, the personal needs of the unit member which may be impacted by the change, and options to the change. The unit member may appeal the Immediate Supervisor's decision to the District-designated administrator, whose decision will be final. The unit member will receive at least five (5) working days' notice of the change.

10.2 LENGTH OF ALTERNATIVE WORKWEEK

~~10.2.1 Regular Workweek. For employees working a regular workweek of four (4) hours or more per day, the regular workweek of four (4) or more hours per day during the workweek shall be five (5) consecutive workdays. Hours worked on the sixth or seventh day following the commencement of the workweek shall be paid at the regular overtime rate below.~~

~~10.2.2 Less Than Four (4) Hour Workweek. For employees working a regular workweek of less than four (4) hours per day, the workweek for employees working an average workday of less than four (4) hours per day during the workweek shall be at least three (3) days within the Monday through Friday workweek. Hours worked commencing on the seventh day following the beginning of the workweek shall be paid at the regular overtime rate below.~~

~~10.2.3~~ ~~Alternative Workweek.~~ Alternative workweek shall include, but not be limited to the ten (10) hours, four (4) consecutive day workweek. Participation in these programs must be mutually agreed upon by the employees and the Assistant Superintendent, Human Resources. Alternative workweeks will be scheduled during specified times of the year as determined by the District. Hours worked in excess of the established workweek under this Section shall be compensated at the overtime rate.

10.3 UPWARD ADJUSTMENT OF HOURS

Any employee who works an average of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

10.4 LUNCH PERIOD ALLOWANCE

All employees shall be entitled to an uninterrupted, unpaid lunch period after the employee has been on duty for five (5) hours. The length of time for such lunch period shall be at least thirty (30) minutes and shall be scheduled for full-time employees at or about the midpoint of each work shift. The length of time for such lunch period shall be at least thirty (30) minutes for part-time employees and shall be scheduled by the Immediate Supervisor or designee. An employee required to work during his/her lunch period shall receive pay at the appropriate rate provided in the contract.

10.5 REST PERIODS

Employees working four (4) hours or more per day shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hour shift worked. The rest period shall be scheduled, as far as possible, in the middle of each four (4) hour shift. During the break period herein described, the employee may not leave the job site without the approval of the Immediate Supervisor or designee.

10.6 OVERTIME/EXTRA TIME

10.6.1 Classified employees shall be compensated for all time worked in excess of eight (8) hours on a regular workday, or in excess of forty (40) hours in one (1) week, at one and one-half (1½) times the

employee's equivalent hourly rate of pay. For employees working on alternative schedules (Section 10.2), see Length of Alternative Workweek.

- 10.6.2 When an employee's average workday is four (4) hours or more, the workweek shall be considered as not more than five (5) consecutive days. Thus, time and one-half (1½) of the employee's regular rate of pay is required for hours worked on the sixth and seventh day. If the average workday is less than four (4) hours, compensation for hours worked on the seventh day shall be time and one-half (1½).
- 10.6.3 The regular overtime rate of pay shall be one and one-half (1½) times the regular rate of pay for the employee performing the overtime assignment.
- 10.6.4 The holiday overtime rate of pay is one and one-half (1½) times the regular rate of pay plus the regular rate of pay, regardless of the hours worked on other days in that workweek.
- 10.6.5 Compensatory Time.
 - 10.6.5.1 Work done beyond normal duty hours of which either overtime pay is given or compensatory time is given must have prior approval of the Immediate Supervisor or designee not a member of either the certificated or classified bargaining units.
 - 10.6.5.2 Compensation for overtime may be in the form of cash payment or of compensatory time off of equivalent value to such cash payment. The request as to the method of compensation shall be made by the employee, subject to the approval of the Immediate Supervisor based on the operation requirements of the department. The employee shall have the right to appeal their Immediate Supervisor's decision to the appropriate administrator.
 - 10.6.5.3 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall

be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services of the employing District.

10.6.5.4 Compensatory time will not be granted without a signed agreement by employee and supervisor. The agreement will include the date the work will be done, the beginning and ending time, and the type of work being performed. A timesheet will be completed when the compensatory time is used. This timesheet will be submitted to the Immediate Supervisor. Compensatory time for overtime may be in the form of cash payment or of compensatory time off of equivalent value to such cash payment.

10.6.6 Equal Distribution of Overtime. Overtime shall be distributed and rotated as equally as is practical among employees in their respective classifications at the job site.

10.6.7 Equal Distribution of Extra Work Time. Extra work time within an eight (8) hour shift shall be distributed and rotated as equally as practical among employees in their respective classifications at the job site.

10.6.8 Each job site will post an overtime and extra work time rotational list for the employees at their work site. The lists will be posted by job classification.

10.6.9 Call-Back/Call-In to Work. An employee who is called back to work after completion of his/her regular assignment, called in or called back to work on a day when the employee is not scheduled to work, shall be compensated for at least two (2) hours of work at the appropriate rate, regardless of the actual time worked. In computing overtime in connection with said situations, a reasonable amount of travel time may be included.

VUSD/ CSEA Tentative Agreement July 22, 2010

Definitions

Agreement	The current collective bargaining contract between the Association and the Vista Unified School District.
Anniversary Date	The date on which an employee is granted an earned salary increment.
Association	The California School Employees Association & its Vista Chapter #389.
Bargaining Unit	The employees represented by the Association pursuant to Article 1 Recognition.
Board	The Board of Trustees of Vista Unified School District.
Classification	A classified position (listed in Appendix A-2) which shall be assigned a title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee and the regular monthly salary ranges for each such position.
Classified Human Resources	Also known as the Personnel Commission. A three (3) member committee established pursuant to the requirement of "The Merit System Act" to administer the Merit System in the Vista Unified School District.
Date of Hire	The date of hire shall be the date the employee is initially hired by the District as a member of the bargaining unit.
District	Vista Unified School District.
District Administrator	Any Senior Management Member designated by the Board (refer to Appendix A-4).
District Manager	Any Management Team member designated by the Board (refer to Appendix A-4).
Employee	A member of the bargaining unit.
Employer	Vista Unified School District.
Evaluator	A Principal, Director or Immediate Supervisor not a part of the certificated or this bargaining unit.
Fiscal Year	July 1 through June 30.
Grievance	An allegation that a violation, misinterpretation, misapplication, or misimplementation of the specific provisions of this Agreement has occurred.
Grievant	A unit member, the Association, or a group of bargaining unit members who file the grievance.
Immediate Supervisor	A Management Team member or supervisor designated by the District who is not a part of either the certificated or classified bargaining unit.
PERB	The Public Employment Relations Board.
PERS	The Public Employees Retirement System (also known as "CalPERS")

Permanent Employee	A member of the bargaining unit who has completed an initial probationary period of one hundred thirty (130) days of paid regular service in the Classified Service (excluding days absent for illness or injury), These days may be adjusted due to furlough days as adopted by the Board of Trustees.
Probation	A period of 130 days of paid status that an employee must satisfactorily complete to be made a permanent employee of the District.
Probationary Employee	A member of the bargaining unit who has not completed the required probationary period.
Supervisor	(See Immediate Supervisor)

Signed:

Acacia Thede
Vista Unified School District

Alvenus Murrell
California School Employees Association

1 VUSD/ CSEA Tentative Agreement July 22, 2010

2

3 PREAMBLE

4 This is an Agreement made and entered into this 1st day of July, 2010 through June 30,
5 2013, between the Vista Unified School District (hereinafter referred to as "District") and
6 the California School Employees Association (hereinafter referred to as "Association") and
7 its Vista Chapter #389.

8

9

10 Signed:

11 Acacia Thede
12 Vista Unified School District

Alvenus Murrell
California School Employees Association

2
3 **ARTICLE 6 ORGANIZATION SECURITY**
4

5 6.1 REQUIREMENTS

6 6.1.1 All bargaining unit members shall become CSEA members or service fee
7 payers.

8 6.1.2 It is the mutual intention of the parties that the provisions of this Article
9 protect the rights of individual employees without restricting CSEA's right to
10 require every bargaining unit employee to pay a fair share of the cost of
11 collective bargaining activities.

12 6.1.3 All employees in the bargaining unit who do not maintain membership in
13 good standing in CSEA are required, as a condition of continued
14 employment, to pay service fees to CSEA, in amounts that do not exceed
15 the periodic dues of CSEA.

16 6.1.4 No employee shall be obligated to pay dues or service fees to CSEA until
17 the first of the month following thirty (30) calendar days after the employee
18 first comes into the bargaining unit.

19 6.1.5 Any employee who is a member of a religious body whose traditional tenets
20 or teachings include objections to joining or paying service fees to employee
21 organizations, as determined by the State organization, shall not be required
22 to join, maintain membership in, or pay service fees to CSEA as a condition
23 of employment. However, such employee shall be required, in lieu of a
24 service fee required by this Agreement, to pay sums equal to such service
25 fee to a non-religious, non-labor organization, charitable funds exempt from
26 taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

27 6.1.6 Any employee claiming this religious exemption shall, as a condition of
28 continued exemption from the requirement of paying service fees to CSEA,
29 furnish CSEA with copies of receipts from the charity selected as proof that
30 such payments have been made, or shall authorize payroll deduction of
31 such payments.

1 6.1.7 CSEA shall provide the District with Membership Packets to be given to
2 employees upon hire.

3

4 6.2 DUES AND SERVICE FEE DEDUCTIONS

5 6.2.1 CSEA has the sole and exclusive right to have employee organization
6 membership dues and service fees deducted by the employer for employees
7 in the bargaining unit.

8 6.2.2 The employer shall deduct, in accordance with the CSEA dues and service
9 fee schedule, dues, service fees, or payments to charity in lieu of service
10 fees, from the wages of all employees who are members of the bargaining
11 unit and who have submitted payroll deduction authorization forms to the
12 District, if applicable. Such authorizations shall remain in effect until
13 expressly revoked in writing by the employee.

14 6.2.3 The employer shall, without charge, pay to CSEA within fifteen (15) days of
15 the deduction, all sums so deducted, except that the employer shall pay to
16 the designated charity sums deducted in lieu of service fees from the wages
17 of employees who qualify for the religious exemption pursuant to this
18 Agreement.

19 6.2.4 Along with each monthly payment to CSEA, the employer shall, without
20 charge, furnish CSEA with an alphabetical list of all employees in the
21 bargaining unit, identifying them by name, social security number (last four
22 (4) digits), months per year in paid status, and annual salary, and indicating
23 the amount deducted, if any, and whether such deduction is for dues,
24 service fees, or charitable contributions. At least once a month, the District
25 shall provide, without charge, the Association President a list of all new
26 bargaining unit members' names, addresses, home telephone numbers,
27 classification, and site where working.

28 6.2.5 Nothing contained herein shall prohibit an employee from paying service
29 fees directly to CSEA.

30 6.2.6 The employer shall immediately notify the CSEA Chapter Treasurer if any
31 member of the bargaining unit revokes a dues, service fee, or payment in
32 lieu of service fee deduction authorization.

1 6.2.7 The employer shall deduct and pay to CSEA service fees for each
2 bargaining unit employee who is not a CSEA member in good standing and
3 who is obligated to pay such fees, pursuant to this Agreement, unless CSEA
4 notifies the employer that the employee is paying such fees directly to
5 CSEA. A payroll deduction authorization form shall not be required for such
6 deductions.

7 6.2.8 The Association shall indemnify and hold the District harmless from any
8 claims, demands, or lawsuits arising out of or from the Agency Service fee
9 provisions contained in this Agreement.

10 6.2.9 Bargaining unit members with payroll authorizations on file who are on leave
11 of absence shall have said authorization continue in effect upon return to
12 active duty.

13 Signed:

14 Acacia Thede
15 Vista Unified School District

Alvenus Murrell
California School Employees Association