

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**HUGHES-ELIZABETH LAKES  
UNION SCHOOL DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION AND ITS THE PINES CHAPTER #365**

JULY 1, 2018– JUNE 30, 2021

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## **PREAMBLE**

This Agreement is made and entered in to by and between **HUGHES-ELIZABETH LAKES UNION SCHOOL DISTRICT** hereinafter referred to as the (“District”), and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS THE PINES, CHAPTER 365**, and its successors, hereinafter referred to as “CSEA” or “Association.” This Agreement supersedes and replaces all prior Collective Bargaining Agreements.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations; provide an equitable and peaceful procedure for the resolution of differences; and establish rates of pay and other terms and conditions of employment.

## **DEFINITIONS**

The District and the Association agree that the following definitions shall be utilized in the interpretation of this Agreement:

**ADJUSTED HIRE DATE** – When a permanent employee is reinstated or re-employed by the District following layoff or resignation within 39 months, the original hire date will be adjusted forward to reflect the time of the absence. This new date is the adjusted hire date. The date will be used for seniority purposes.

**ANNIVERSARY DATE** –Employees beginning service between the first and fifteenth of any given month shall have an anniversary date on the first of that month; employees beginning service between the sixteenth and the end of the month shall have an anniversary date of the first day of the following month.

**ASSOCIATION** – The California School Employees Association and its the Pines Chapter #365.

**BOARD OF TRUSTEES** – The Hughes-Elizabeth Lakes Union School District Board of Trustees.

**CLASS** – (Synonymous with job) A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position assigned to the class, that substantially the same descriptive title may be used to designate each position assigned to the class, that substantially the same requirements of education, experience, knowledge and ability are demanded on incumbents, and substantially the same tests of fitness may be used in choosing qualified appointees. In addition, the same salary range may be applied with equity.

CLASS TITLE – A definite descriptive title or name applied to a class and to all positions of the class. The class title is to be as descriptive as possible of the duties assigned to the class.

DEMOTION – A change of assignment of an employee from a position in one class to a position in another class with a lower maximum salary rate. An employee in a promotional position who does not pass a six-month trial period in that classification will be allowed to return to his/her prior position and bump his/her replacement.

DIFFERENTIAL – A salary allowance in addition to the basic rate or schedule based upon hours of employment in the evening.

DISTRICT – Synonymous with Employer and Board of Trustees.

EMPLOYEE – One who works for the District and is represented by an exclusive representative as defined by Government Code §3540. (Also synonymous with Unit member.)

EMPLOYER – The Hughes-Elizabeth Lakes Union School District who employs the services of those employees represented by an exclusive bargaining unit. (Synonymous with District and Board of Trustees.)

GRIEVANCE – An alleged violation, misapplication, or misinterpretation of specific provisions of this Agreement which adversely affects the grievant.

IMMEDIATE FAMILY – Husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee. At the discretion for the District, the immediate family definition may be waived.

IMMEDIATE SUPERVISOR – A line or staff officer of the District to whom an employee represented by an exclusive bargaining agent or unit, is immediately accountable.

JOB DESCRIPTION – A written statement of the duties and responsibilities of the positions in the class illustrated by examples of typical tasks and of the qualification requirements of the positions in the class.

PERMANENT EMPLOYEE – A regular employee who successfully completes the initial probationary period.

PROMOTION – A change from one class to a higher class and involving a change of position and duties. An increase in working hours within the same classification is not considered to be a promotion.

RECLASSIFICATION – The basis for the reclassification of a position must be a gradual accretion of duties, and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities.

SALARY SCHEDULE – The complete list of steps and rates established by the Board of Trustees for the classified service.

SENIORITY – Ranking of employees based on hire date.

SHORT-TERM EMPLOYEE – Any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis, Education Code §45103.

SUBSTITUTE EMPLOYEE – Any person employed to replace any classified employee who is temporarily absent from duty, or any person employed in a position that is in the process of being filled by the District (not to exceed 60 calendar days regardless of the number of substitutes used), Education Code §45103.

TEMPORARY EMPLOYEE – Same as Short-term Employee, Education Code §45103.

## **ARTICLE I CERTIFICATION OF REPRESENTATIVE**

- A. Acknowledgment: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, (Salary Schedule, which lists classified positions) attached hereto and incorporated by reference as part of this agreement. All newly created positions, except those that lawfully are Certificated, Management, Confidential, or Supervisory shall be assigned to the bargaining unit. The determination of Confidential employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the PERB for resolution and bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of the PERB.
- B. Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. Any agreement arrived at through consultation and reduced to writing shall be binding on both parties.
- C. The Association, in turn, recognizes the District as the duly elected representative of the people and agrees to negotiate exclusively with the District's negotiation team through the provisions of the Rodda Act. The Association further agrees that

it, its members and agents shall not attempt to negotiate privately or individually with any Board member or management employee.

- D. The Association and the District agree that the unit described in Paragraph A above represents the appropriate unit. The Association and the District shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in Appendix A. Nothing agreed to herein will prevent adjustment to the unit to be made upon mutual agreement of the District and Association.
- E. Disputes concerning this Article are not subject to the grievance provisions of Article V.
- F. If during this agreement, the District reestablishes its food service program, the following classifications, if reestablished by the District, shall be included in the bargaining unit: Cafeteria Manager, Cook's Helper, and Cashier.

## **ARTICLE II ASSOCIATION RIGHTS**

### **A. Association Rights**

1. The authorized site representative(s) of the Association may transact official Association business on school property at reasonable times. Reasonable times shall mean: Before the start and after completion of the workday, lunch period, and periods during which a unit member is present at the school site but not expected to perform services for the District. Association representatives, when entering school on Association business, shall promptly identify themselves at the school office and obtain authorization from the site administrator, or designee, which authorization shall not be unreasonably withheld prior to contacting any district unit members. The Association further agrees that the Association representative shall not disturb or otherwise interfere with the work of any unit member of the District.
2. The right to use, without charge, designated bulletin boards, mailboxes, and District telephones for the posting or transmission of information or notices concerning Association matters if performed during non-duty hours or on breaks. Any communication to be distributed or posted pursuant to this paragraph must involve official Association business only. It also must be dated, bear the name of the Association and indemnify the person responsible for its promulgation. The Association assumes full legal responsibility for the content of its communications and its use of school and or District Office mailboxes and bulletin boards. A copy of Association communication to unit members must be submitted to the Superintendent at the time of the entrance of such communication into school district mailboxes or placement on school district bulletin board.
3. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times with prior approval of the Superintendent or designee. The

Association shall provide all paper goods used at its own expense. The use of facilities will be in accordance with the Civic Center Act, and comply with District policy and regulations concerning building and facility use.

4. The right to be supplied annually upon request, with a complete "hire date" seniority roster of all bargaining unit members. The roster shall indicate the unit member's present classification, date of hire, and number of hours of employment.
  5. The right to receive prior to each Board meeting a copy of the agenda and schedules in regard to that agenda.
  6. The District shall prepare and deliver sufficient copies of this Agreement to the Association without charge for distribution to each unit member within 90 days from the date that the Agreement is Board approved.
- B. The District agrees to include written material about CSEA membership provided by CSEA with materials given by the District to new hires in the unit at the time of their employment.

### **ARTICLE III**

## **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

#### Association Membership Dues

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District and assignment authorizing deductions of membership dues in the Association. Such authorization shall continue in effect for the duration of this Agreement. Newly hired employees joining the Association will pay the formal monthly dues from the date of employment for the remainder of the school year.

#### Service Fee Provisions

- B. Any unit member who is not a member of the Association or who does not make application for membership within 30 days from the date of commencement of assigned duties within the bargaining unit shall become a member of the Association or shall pay to the Association a service fee in the amount certified by the Association.
1. The service fee may be paid to the Association, at the unit members option, in one (1) lump sum cash payment in lieu of having the service fee deducted from the unit member's salary. Unit members who pay by cash directly to the Association shall have their fees paid by October 1 of each subsequent year after initial enrollment.
  2. In the event that a unit member does not pay the service fee by cash directly to the Association, the Association shall so inform the District. Upon notice by the Association that it has met its notification obligation, the District shall immediately begin automatic payroll deductions as provided by Education Code



- §45168, upon receipt of written instructions from the Association. There shall be no charge to the Association for the deductions.
3. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee either to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under § 501(c)(3) of Title 26 of the Internal Revenue Code.
  4. To receive a religious exemption, the unit member must communicate directly with CSEA's legal department and comply with CSEA's procedures for verifying the grounds for the exemption.
  5. Upon verification of religious exemption status, and as a condition of continued exemption from the requirement of paying service fees to the Association, the unit member shall furnish the Association with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of the payment.
  6. Proof of such payments shall be made on an annual basis to the Association and the District as a condition of continued exemption from the payment of the service fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made.
  7. No in-kind services may be substituted for payments, nor may payments be in a form other than money, such as the donation of used items.
  8. Such proof shall be presented on or before October 1 of each school year.
  9. With respect to all sums deducted by the District pursuant to Paragraphs A and B, inclusive, of this Article, whether for membership dues or service fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
  10. The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this Article.

#### General Provisions

- C. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- D. Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other deduction approved by the Board.
- E. The District shall not be obligated to implement any new payroll deduction until the pay period commencing 15 days or more after such submission.

- F. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the membership or service fee provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed. The Association shall indemnify and hold harmless the District, its officers, agents and employees from any judgment or settlement of liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the membership or service fee provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, or appealed.

#### **ARTICLE IV DISTRICT RIGHTS**

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns, determine class sizes; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum and types, kinds and amounts of supporting services; build, move or modify or remove facilities; establish budgetary procedures and determine budgetary allocations; determine methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Except as specified in this agreement, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.
- C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.
- D. Emergency is defined as an act of God or other crisis of serious magnitude that the District cannot be expected to ignore.

## **ARTICLE V GRIEVANCE**

### A. Definitions for this Article are as follows:

1. A “grievance” is an allegation by the unit member(s) that the District has violated an express provision of this Agreement and that by reason of such violation; the unit member’s rights have been adversely affected.
2. A “grievant” is a District employee in the unit covered by this Agreement, who files a grievance.
3. The “immediate supervisor” is the first level administrator having immediate jurisdiction over the grievant.
4. “Association” is the employee organization recognized by the District as the exclusive representative for the unit of employees covered by this Agreement.
5. “Day” - means any day in which the Administration Offices of the District is open for business.
6. “Grievance Form” - a District approved form to be completed in writing. The form shall contain clearly defined spaces for the grievant to make a concise statement of the grievance, the circumstances involved, the informal conference decision, and the specific remedy sought.

### B. General Provisions

1. The purpose of the procedure is to attempt to secure, at the level of the immediate supervisor, solutions to alleged violations of the specific provisions of the Agreement.
2. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The District and the Association representatives agree that every effort will be made by the District and the aggrieved party to settle grievances at the lowest possible level.

### C. Procedure

1. Informal Procedure
  - a. Level I: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with his immediate supervisor. This informal step shall be completed within ten work days of the grievant after the event giving rise to the grievance or the date when the grievant should reasonably have had knowledge of the act or occurrence. The Association representative may be present.
2. Formal Procedure
  - a. Level II: If the grievance is not settled in Level I within five days, the grievance shall be reduced in writing by the grievant on the District provided forms and presented to the immediate supervisor. The immediate supervisor shall communicate a decision to the grievant in writing within

five work days of the grievant after receiving the grievance. If the supervisor does not respond or the grievance is not satisfactorily settled, then the grievant may appeal at the next level. The Association representative may be present at any and all levels.

- b. Level III: If the grievance is not settled in Level II, the unit member may present the grievance, in writing, to the Superintendent or his designee within five workdays after termination of Level II. A meeting shall be arranged to review and discuss the grievance within five workdays from the date the grievance is received by the Superintendent or his designee. A decision shall be rendered by the Superintendent or his designee within five workdays from the date of such meeting.
- c. Level IV: Either party, on written notice to the other party, within five workdays of the filing of the Level III appeal, may request conciliation through the California State Conciliation Service, in lieu of the meeting specified therein. The conciliator shall not issue any public statement of fact or opinion on the matter in question. The conciliator shall not issue any public statement of factor or opinion on the matter in question. The conciliation or settlement positions of either party shall neither be made public nor be introduced into any other grievance level by the other party.
- d. Level V: If the grievance is not settled in Level IV, the unit member may present the grievance, in writing, to the Board of Trustees within five workdays after termination of Level IV. A meeting shall take place within ten workdays from the date the grievance is received by the Board of Trustees. A decision shall be rendered by the Board within ten workdays from the date of such meeting. If the decision of the Board is unsatisfactory, the grievant may elect to take any other appropriate action as provided by law.

## **ARTICLE VI EVALUATION PROCEDURES AND PERSONNEL FILES**

### **A. Evaluation Procedures**

- 1. Each unit member shall be notified of the identity of his/her evaluator. The unit member shall be evaluated by his immediate supervisor whom the unit member has served for 60 workdays or more during the rating period. The evaluator shall not be a unit member.
- 2. Unit members shall be evaluated in accordance with the following schedule:
  - a. Probationary period of new employees shall be 180 workdays. Absences exceeding five (5) workdays, excluding sick leave, will not be counted toward completing the probationary period. The District may extend a unit member's probationary period whenever it determines necessary upon

written notice to the unit member of the reason for the extension. The total probationary period may not exceed twelve (12) months. A probationary unit member is evaluated at the end of the fourth and seventh months of service.

- b. A permanent unit member shall be formally evaluated once each year.
- c. The District and the Association recognize the evaluation as a constructive tool for providing the unit member a means to which commendation of performance or specific recommendations as to his/her overall job performance.

3. Procedure to be followed:

- a. Performance evaluation reports shall be made on forms prescribed by the District.
- b. The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with the unit member. The unit member shall sign and date the evaluation to indicate that such evaluation was discussed by the evaluator.
- c. When a unit member's performance is evaluated as below an acceptable level, the evaluator will provide recommendations for improvement and schedule a follow-up evaluation with the unit member within 60 days. The unit member shall have input into the development of objectives as provided by the evaluator's recommendations. Should the evaluator recommend in-service training or formal schooling, implementation of such recommendation shall be at District expense, subject to availability of funds and the constraints of law.
- d. Each evaluation shall be dated and the date of signing shall be indicated. The unit member shall receive one copy and one copy to the Personnel Office for placement in the unit member's file.
- e. In all cases where the summary evaluation is not satisfactory or is marginal, the report may be reviewed by the Superintendent.
- f. Performance evaluation reports shall be filed in the employee's personnel records. The unit member may respond to the evaluation in writing.
- g. No grievance arising under this Article shall challenge the substantive objective or standards determined by the evaluator or the District. Grievance concerning the evaluation shall be limited to a claim that the procedures of this Article have been misinterpreted or misapplied.

4. Personnel Files

- a. The personnel file for each unit member shall be maintained at the District's administration office.
- b. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such materials were drafted and placed in the file.
- c. A unit member shall be provided a copy of any negative or derogatory materials before it is placed in the personnel files. He/she shall be given an opportunity to initial and date the materials and to prepare a written

response to such material, on District time. The written response shall be attached to the materials.

- d. A unit member shall have the right to examine, during the unit member's non-working time, and/or obtain copies of his/her expense, any material from the unit member's personnel file with the exception of material that includes ratings, the employment of the unit member involved, or were prepared by identifiable examination of the unit member involved, or were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- e. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such unit member's personnel file in the presence of the Superintendent or designee.

## **ARTICLE VII LEAVE PROVISIONS**

### **A. General Provisions:**

1. A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time for an approved purpose.
  - a. At the expiration of a leave of absence taken in accordance with the Education Code, the unit member shall unless he/she otherwise agrees, be reinstated in the position held at the time of the granting of the leave of absence, providing the position is available. If possible, the unit member shall be notified prior to the commencement of the leave if the District at that time is contemplating a change in the unit member's position and/or assignment. There is, however, no assurance that when a leave of absence necessitates a long term replacement (a semester or longer), that upon return the assignment will be in the same position such unit member was assigned when the leave was authorized.
  - b. Any unit member on a paid leave of absence will receive the health, life and dental insurance coverage provided by the District. Any unit member on an unpaid leave of absence shall be eligible to participate in any health, life or dental insurance program available generally to bargaining unit members as permitted by the carrier. Participation shall be at the unit member's expense and is conditioned upon a willingness of the carrier to extend such coverage.
  - c. Part-time regular unit members shall be entitled to leaves of absence to that portion of the leave as the numbers of hours per day of scheduled duty relates to the number of hours for a full time unit member.
  - d. A unit member who is absent from work other than for those dates as authorized by state law or authorized leave provisions or who fails to return to work as scheduled after the expiration of authorized leave of absence,

shall be subject to the disciplinary provisions of the Education Code and Board Policy.

- e. The extension of paid and unpaid leaves shall be at the discretion of the District.
- f. Members of the unit must notify the Principal or designee of absence as soon as the necessity to be absent becomes known to the unit member but in instances of full day absences no later than 7:00 a.m. the day of the absence. Second shift unit members will report absences no later than noon on the day of the absence.
- g. A unit member desiring to return from absence shall notify the principal or designee no later than 3:00 p.m. on the day prior to the return.
- h. An employee requesting an unpaid leave of absence of more than 1 week must request the leave of absence in writing to be approved by the school board.
- i. An employee is allowed one unpaid leave of absence per calendar year.
- j. An employee on an unpaid leave of absence does not accrue vacation or sick time while on an unpaid leave.
- k. An employee may not be granted a leave of absence if they are taking the leave to work another job with the same work hours.

## 2. Miscellaneous Leaves

- a. Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family as defined in Education Code §45194 and in the "Definitions" section of this Agreement. The leave shall be for a period not to exceed three days. Up to five days leave shall be granted when out of state travel or travel in excess of 350 miles or more is necessary.
- b. Judicial and Official Appearance Leave: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the alleged misconduct of the unit member. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employees regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 2:00 p.m. or after and who is required to serve all or part of the day on jury duty shall be relieved from work with pay for that day.
- c. Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. If any military leave is contemplated for a unit member because of a protected state or national emergency, the Association shall have the right to petition the Board of Trustees for extended leave. The decision to grant or deny such leave shall be at the discretion of the Board.

### 3. Sick Leave

- a. Leave of absence for illness or injury: An employee employed five days a week by the school district shall be granted 12 days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. Part time employees will have their sick leave prorated to the hours they work as required by law.
- b. An employee, employed five days a week, who is employed for less than full fiscal year is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to 12 months.
- c. An employee employed less than five days per week shall be entitled, for a fiscal year of service to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five days. When such employees are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- d. Pay for any day of such absence shall be the same as they pay which would have been received had the employee served during the day of illness.
- e. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.
- f. Pregnancy shall be treated as an illness for the purposes of sick leave subject to the conditions set forth in Section 8 below.
- g. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

### 4. Industrial Accident & Industrial Illness Leave

- a. Industrial accident and industrial illness leave is leave granted a unit member who is absent because of injury or illness which arose out of and in the course of the unit member's employment.
- b. A unit member who has sustained a job-related injury or illness shall report same to the immediate administrator as soon as possible and normally not later than the next scheduled workday following the occurrence.
- c. In order to qualify for industrial accident and industrial illness leave coverage, a unit member claiming such leave may, at the District's discretion, be subject to examination by a District appointed physician to verify his/her condition and to evaluate any claims. At the unit member's prior written request, a unit member may utilize his/her own physician for treatment, provided the unit member assumes responsibility for providing his/her own transportation and for the billing of services to the District's insurance carrier.
- d. Allowable industrial accident and industrial illness leave granted to a unit member shall not exceed a total of 60 of the unit member's regular



- scheduled workdays per fiscal year. Allowable leave shall not be accumulative from year to year.
- e. Industrial accident or industrial illness leave shall start on the first day of absence.
  - f. Payment for salary lost on any day shall not, when added to an award granted to an employee under worker's compensation laws of the state, exceed the normal pay for the day.
  - g. Industrial accident or industrial illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
  - h. When an industrial accident or industrial illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same injury or illness.
  - i. When entitlement to industrial accident or industrial illness leave has been exhausted, entitlement of other available leave will then be used, beginning with sick leave. If a unit member is receiving worker's compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
  - j. During all paid leaves of absence, whether industrial accident or industrial illness leave as provided in this section, sick leave, vacation compensated time off or other available leave provided in this Agreement, the unit member shall endorse to the District wage-loss benefit checks received under the worker's compensation laws of the state. The District, in turn shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized deductions.
  - k. Any unit member on industrial accident or industrial illness leave shall remain within the state of California unless the Board of Trustees authorized travel outside the state.
  - l. A unit member shall be permitted to return to service after an industrial accident or industrial illness leave only after presenting a release from the attending physician certifying the unit member's ability to return to his/her regular duties. The District may also require the unit member to submit to an examination by a District appointed physician at District expense prior to permitting the unit member to return to his/her regular duties.
  - m. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, a unit member shall be assigned to a position in his/her classification without loss of pay or benefits. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed in another position, or be placed on a re-employment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available conditions except for a re-employment list established because of lack of work or lack of

funds, in which case the person shall be listed in accordance with appropriate seniority requirements.

5. Entitlement or other sick leave: Pursuant to the provisions of Education Code §45196, when an employee is absent from his or her duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the employee's salary for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during the employee's absence ("differential pay"). Only one increment of this leave pay shall be allowed for any single and continuous absence that extends into the next school year.
  - a. Procedure: An employee exercising this leave of absence provision shall notify the immediate supervisor of their need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.
  - b. Requirements: An employee becoming aware of the need for absence due to surgery, or other predictable or prior scheduled cause shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and anticipated date of return to active service.
  - c. Return to Service: Immediately upon return to active service the employee shall complete the required District absence form and submit it to his/her immediate supervisor.
    - (1) The employee shall provide, upon District request, additional verification of the use of these leave provisions.
    - (2) An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, medical statement indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.
    - (3) An employee shall not be allowed to return to service and shall be charged with one additional day of sick leave absence if the employee fails to notify the District of intent to return to duty two hours prior to the close of the preceding workday, and by such non notification failure, a substitute is secured.
6. Break in Service: No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee which is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. Any authorized leave of absence for industrial injury or illness and any additional leave for non industrial accident or injury granted pursuant to Education Code §45295, whether paid or unpaid, shall not be considered to be a break of service.

7. Personal Necessity/Business Leave: Unit members, consistent with following, shall be entitled to use up to ten days of accumulated sick leave allotment during each school year for Personal Necessity/Business Leave. When taking such leave, the unit member shall notify the Superintendent or designee not later than 3:00 p.m. prior to the workday in which the absence is requested unless the emergency makes such advance notification impossible. Employees that have leave accrued must use all their accrued time during an absence. They may not chose to take a day off unpaid unless all their leave has been exhausted.
- a. The following are examples of, but not limited to, the authorized uses of Personal Necessity/Business Leave:
    - (1) The death of a member of the employee's family when additional leave is required beyond that provided in Section A.2.a of this Article. At the discretion of the District the immediate family definition may be waived.
    - (2) Accident, or imminent danger, involving his/her person or property, or the person or property of his/her immediate family of such an emergency nature that the immediate presence of the unit member is required during his/her workday.
    - (3) Illness of member(s) of the unit member's immediate family when such illness makes it impossible or inadvisable for the unit member to carry out his/her duties.
    - (4) Appearance in court of before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. Absence under this provision must be requested and approved by the site administrator of his/her designee in advance of the absence. Upon request of the unit member, the site administrator shall provide in writing the reason(s) for withholding such approval. The site administrator or designee may make exceptions to the notification and approval requirement in cases of emergency. When requested, the unit member shall furnish evidence of the court appearance or official government order to the site administrator who shall in turn attach it to the time sheet.
    - (5) Leave to be with member(s) of immediate family prior to overseas assignment as a member of the armed services of the United States.
  - b. When a unit member returns from an emergency Personal Necessity/Business Leave, as provided above, the member shall submit in writing the reason(s) for taking a Personal Necessity/Business Leave and shall verify by signature that the Personal Necessity/Business Leave was taken in compliance with the above provisions. Unit members may be denied paid Personal Necessity/Business Leave benefits for absences for purposes other than those defined above and/or for failure to comply with the absence verification requirements and may also be subject to disciplinary action not excluding termination.
  - c. Authorized use of Personal Necessity/Business Leave includes matters of compelling personal importance such as activities or observances, wherein the unit member conscientiously believes that his/her participation is necessary and requires his/her absence from duty, limited to no more than three days per school year. These reasons do not have to be stated. Absence

under this provision must be requested and approved by the Superintendent or designee in advance of the absence. Upon request of the unit member, the Superintendent shall provide in writing the reason(s) for withholding such approval. The Superintendent or designee may make exceptions to the notification and approval requirement in cases of emergency.

8. Pregnancy Leave

- a. Unpaid Pregnancy Leave: Upon application of a pregnant unit member, an unpaid leave shall be granted in order to permit the unit member to prepare for maternity. The term of such leave shall be established in the reasonable discretion of the District. In addition, an extended period of unpaid leave not to exceed one year may be granted by the District for purposes of infant care.
- b. Paid Pregnancy Leave: A unit member who remains on paid status up until the date of an actual disability resulting from pregnancy, childbirth, or miscarriage, shall be permitted to utilize accumulated sick leave during her period of physical disability, provided the dates of disability are certified by her physician.
- c. Use of sick leave for pregnancy related disabilities shall be in accordance with the Sick Leave portion of this Article.

9. Child Rearing Leave: An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for a maximum of three months and shall be granted upon giving the District four weeks notice prior to the anticipated date on which the leave is to commence, and subject to Board approval.

10. Parental Leave: Employees may be eligible for parental leave in accordance with Education Code Section 45195.1.

11. General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and employee. Such leave requests may include, but are not limited to the following: health, family, or medical leave, retraining/study leave, etc. Such leave may be granted in the sole discretion of the Governing Board.

12. Catastrophic Leave/Continuation of Pay: Pursuant to Education Code § 44043.5, an employee who suffers a catastrophic illness or injury and who meets the requirements of the statute may request the donation of leave credits from other employees. The Association agrees to use language and forms from the certificated contract as amended for CSEA and with the addition of vacation contribution.

## **ARTICLE VIII HOLIDAYS**

- A. The District agrees to provide all unit members in the bargaining unit with legal and local holidays as indicated in the District-adopted school calendar and listed below. If students are in attendance on any of the holidays listed below, the District will designate a non-student attendance day for observance of that holiday.

New Year's Eve Day  
New Year's Day  
Martin Luther King Jr. Day  
Lincoln's Day  
Washington' Day  
Cesar Chavez Day (Observed on the Monday after Easter)  
Memorial Day  
Independence Day  
Spring Vacation Day (Observed the Friday of the week of Spring recess)  
Labor Day  
Admission Day (Observed on the Thursday of Spring recess)  
Veteran's Day  
Thanksgiving Day  
Local Holiday (Friday after Thanksgiving)  
Christmas Eve Day  
Christmas Day

- B. Additional Holidays: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any date declared a holiday for classified unit members by the governing Board, shall be a holiday for all unit members in the bargaining unit as per Education Code §45203.

- C. Holidays on Saturday or Sunday

1. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
2. The operation of this section shall not cause any unit members to lose any of the holidays clearly indicated in this Article.

## **ARTICLE IX SAFETY CONDITIONS/EMPLOYEE RIGHTS**

- A. The District shall provide safe working conditions as determined by the District for all unit members, within the fiscal capabilities of the District, and provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

- B. Determination of safe working conditions shall be made by the District and shall be in compliance with state and federal laws.
- C. When hazardous conditions are determined to exist, the site administrator will make necessary adjustments until the unsafe condition is corrected.
  - 1. A unit member shall not be required to perform duties under conditions which post an immediate and/or serious threat of bodily harm to the unit member, provided that the unit member has exhausted reasonable means within his/her discretion to remedy the condition.
  - 2. The District realizes the responsibility for providing safe working conditions is that of the District. However, it is expected that unit members will follow safe procedures and practices in the performance of their duties. In addition, the responsibility of reporting unsafe and hazardous conditions to the site administrator is that of all unit members and members of the District staff.
  - 3. A Health and Safety Committee shall be formed in the Hughes-Elizabeth Lakes Union School District and shall include at least one representative designated by CSEA, one certificated employee, and one administrator. This committee shall meet once a month.
- D. Rights: Employees shall be free from acts or threats of intimidation and physical or verbal discrimination, harassment or aggression. This provision shall be administered through the District complaint procedure and not the grievance procedure.
- E. Employees shall be encouraged to participate in the formation of policy affecting them.

## **ARTICLE X HOURS AND OVERTIME**

- A. Daily hours of work and shifts for unit members shall be assigned as required to meet the operational needs of the District.
- B. Full time employment for unit members shall be based on a 40-hour work week and eight hours per day, exclusive of lunch time. For computational purposes, 22 days (176 hours) will constitute a work month. Part time unit members shall have less than a 40-hour work week.
- C. Unit members working more than five consecutive hours per day shall be entitled to an unpaid, uninterrupted lunch period of not less than 1/2 hour or more than one hour. The lunch period shall be assigned by the immediate administrator as near the conclusion of four hours of service as is administratively practical.

- D. Rest Periods: Unit members working more than four consecutive hours per day shall be entitled to a paid uninterrupted 15 minutes rest period for each consecutive four-hour work period per day. The rest period shall be assigned by the immediate administrator at or near the midpoint of each four-hour period.
- E. Overtime: Overtime compensation shall be provided unit members who are directed by their immediate supervisor to work in excess of eight hours in any one day, or in excess of 40 hours in any calendar week. The unit member shall be compensated equal to time and one half of the unit member's regular rate of pay.
1. Unit members excused from work because of holidays, sick leave, vacation, compensatory time, or other paid leave of absence shall be allowed to utilize the time off as time worked for the purpose of computing the numbers of hours worked for overtime credit.
  2. Unit members who provide service to the District for five consecutive workdays for four or more hours per day shall be compensated on the sixth and seventh day following the commencement of the work week at the rate of time and one half of the unit member's regular rate of pay.
  3. When a unit member is required to work on any holiday designated in this Agreement, he/she shall be compensated at the rate of one and one half times regular pay rate for all hours worked, in addition to his/her normal pay.
  4. The District shall not make decisions regarding assignment of overtime work amongst unit members for arbitrary, capricious, or vindictive reasons, nor shall they be made solely on the basis of cost to the District.
  5. Overtime shall be distributed as equally as possible.
  6. Compensatory Time Off: A unit member may elect to receive compensatory time off in lieu of overtime cash payment. Such compensatory time off shall be taken by June 30 annually. If not used by June 30 annually, unit members shall be paid for unused compensatory time.
- F. Call Back Time: Any overtime for full-time unit members called from home shall be paid at one and one half times the regular rate, with a minimum total time of two hours, irrespective of the actual time less than that to perform the work. A part time member called back to work by their supervisor will be paid their regular rate with a minimum total time of two hours.
- G. Workday During Inclement Weather: In the event that it is necessary to close school due to inclement weather, the Superintendent may elect to institute one of the following provisions regarding work schedules of unit members.
1. Any day school is closed due to inclement weather shall be declared a local holiday for all members of the bargaining unit.
  2. When it is determined that school will be closed due to inclement weather, as announced by the Superintendent, all unit members will be excused from work without a dock in pay for the time released. Unit members will be advised of changes in regular work schedules. No notification will mean work as usual.
  3. In the event school is open, but unit members in outlying areas are not able to report to work due to adverse road conditions caused by inclement weather,

- those unit members must notify the District of their situation and may elect to use a vacation or a personal necessity day or to take a dock in pay.
4. Any unit member called to work during the period of time when all unit members have been excused from work shall be compensated at the rate of one and one half times for hours worked in addition to his/her regular salary.
  5. In the event of unusually bad weather, the District Office may order an early closing hour in order to enable unit members to return home while road conditions remain safe. For purposes of this section, the District Office and the Maintenance and Grounds Department shall be considered as an individual site. Should any unit member be released for reasons of inclement weather under this section, then all unit members at that site are to be released with no loss of pay and/or vacation leave and or sick leave. Maintenance and Grounds personnel shall be released. If they continue to work, they shall be compensated at the rate of one and one half times for each hour worked in addition to their regular pay.
  6. In the event of an emergency or act of nature, it is understood that certain unit members will be expected to remain on duty; it is further understood that unit members remaining on duty during an emergency situation shall be compensated at the rate of one and one half times for each hour worked in addition to their regular pay.
  7. Authorization to retain unit members on duty must be obtained from the Superintendent prior to assigning the unit member to remain at work.
  8. If the teachers have to make up the inclement weather days, then instructional aides/all hourly classified employees must also make up such days for which they were paid but did not work.

## **ARTICLE XI VACATION**

- A. All members of the bargaining unit shall earn paid vacation time under this Article. Probationary employees can only take vacation time earned. Permanent employees shall be credited their vacation day allotment for the fiscal year on July 1 annually. Adjustments to actual vacation days earned based on hours actually worked will be made at the end of the fiscal year for permanent employees. If a permanent employee's employment ends before the end of the fiscal year, any vacation days used, but not yet earned, will be deducted from the employee's final paycheck.



For 12 month employees, unused vacation days exceeding the maximum accumulation, as set forth in Paragraph C below, will be forfeited. However, if a 12 month employee requests and is not permitted to take his/her full annual vacation, the amount not taken and exceeding the maximum accumulation will be paid for in cash by the District on the payday following the end of the fiscal year. For 10 month employees, vacation that is not used is paid off at the end of the fiscal year. Vacation benefits are earned on a fiscal year basis (July 1 – June 30). The District shall provide each unit member with a written statement of his/her accrued vacation total and of his/her vacation entitlement for the school year. Such entitlement shall be provided no later than December 31<sup>st</sup> of each school year.

B. Paid vacation shall be taken as follows:

1. Vacation may be taken at any time of the year in which it is earned with approval of the immediate supervisor.
2. Vacation will normally be taken during the year in which it is earned, and whenever possible, may be scheduled during Christmas and Spring school vacation periods with the approval of the unit member's immediate supervisor. Any exceptions must have the approval of the unit member's supervisor.
3. Unit members who resign, retire, or otherwise terminate employment, must either use accumulated vacation prior to termination date or be paid for accumulated vacation, at the option of the District.
4. This section shall not apply to unit members designated a substitute, short term, or limited term employees unless they are specifically included by the Governing Board.

C. Vacation Accumulation

1. Twelve-month unit members:
  - a. Twelve days per year up until the completion of four years of service earned, at the rate of one day per month worked. Permission may be granted to allow maximum accumulation of 24 days.
  - b. Fifteen days per year from the beginning of the fifth year through the completion of nine years of service earned at the rate of one and one-quarter days per month worked. Permission may be granted to accumulate a maximum of 30 days.
  - c. Twenty days per year from the beginning of the tenth year of service at the rate of one and two-thirds days per month worked. Permission may be granted to accumulate a maximum of 40 days.
2. Vacation for hourly unit members shall be based on actual number of months worked during the school year, prorated to an eight-hour day, 40-hour week, 12-month unit member. Vacation pay for all employees regularly employed for fewer than 17 hours a week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.03846 hours for each hour the employee is in paid status, not including overtime. (EC 45197)

D. Vacation Pay: pay for vacation days for all bargaining unit members shall be the same as that which the unit member would have received had he/she been in a working status, less overtime. Part time classified employees shall be paid for

holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. For December 25 and January 1 part time employees will be paid for these two holidays providing they were in paid status during any portion of the working day of their normal assignment preceding or succeeding the holiday period.

- E. Vacation Pay Upon Termination: When a unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- F. Holidays: When a holiday falls during the scheduled vacation of any unit member, such holiday shall not be counted as a vacation day.
- G. Vacation Scheduling:
  - 1. Vacations shall be scheduled at time requested by unit members so far as possible within the District's work requirements.
  - 2. If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest seniority shall be given his/her preference.
- H. Interruption of Vacation: A unit member may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.
- I. The District shall bring up-to-date all vacation time accrued, but not logged, during the course of each unit members employment.

## **ARTICLE XII SALARY**

- A. Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established on the Classified Salary Schedule for each class as provided for in Appendix "A," which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement. When applicable, unit members will receive wage increases for step advancement annually on July 1.
- B. Warrant Frequency: All full time unit members shall be paid once per month on the last day of each month. If the normal pay date falls on a Saturday, Sunday, or Holiday, the warrants shall be issued on the preceding workday. All part time unit members shall be paid once per month on the 5<sup>th</sup> of each month. If the normal pay

date falls on a Saturday, Sunday, or Holiday, the warrants shall be issued on the preceding workday.

- C. Promotion: An employee who is promoted to a higher classification will be placed at the nearest available step in the higher classification which provides at least a 5% increase in the employee's hourly wage.
- D. Professional Growth/Stipends: An employee shall receive reimbursement for courses or programs at an accredited educational institution. The courses or programs which are submitted for reimbursement must be related to the employee's assignment with the District and must have prior District approval. The reimbursement shall be limited to \$1,000 per school year and shall be paid following submission of proof of course completion and a grade of "C" or better or "Pass" if the course is graded on a "Pass/Fail" basis for full time employees, and the reimbursement shall be limited to \$500 per school year and shall be paid following submission of proof of course completion and a grade of "C" or better or "pass" if the course is graded on a "Pass/Fail" basis for part time employees . Units must be completed by June 30<sup>th</sup> of the year for which reimbursement is to be given. All reimbursements must be submitted no later than July 10<sup>th</sup>. If an employee resigns from their position within one (1) year after receiving reimbursement, they shall reimburse the District for full cost pro-rated with a reduction of 1/10 per month for each month worked after completion of courses.
  - 1. A full-time employee who possesses an Associate of Arts degree shall receive an education stipend of \$50.00 per month (Schedule T).
  - 2. A full-time employee who possesses a Bachelor's Degree shall receive an education stipend of \$100.00 per month. Only one education stipend shall be paid (Schedule U).
  - 3. A full-time employee who possesses a State license or certification that is required and used in the employee's assignment shall receive a certification stipend of \$75.00 per month.
- E. Long-Service Stipends: An employee that works 20 or more hours per week shall be eligible to receive a long service stipend of \$500.00 annually after fifteen (15) years of service. An employee that works less than 20 hours per week shall be eligible to receive a long service stipend of \$300.00 annually after fifteen (15) years of service.

### **ARTICLE XIII EMPLOYEE BENEFITS**

- A. The District agrees to contribute a maximum of \$14,000 annually for employee health, dental, and vision through Self-Insured Schools of California ("SISC III"), and life insurance benefits. The Benefit Package shall include:
  - 1. Health Insurance: Eligible employees and their dependents will be provided with the SISC III PPO plans and options designated in writing by the Association.

Employees shall also have the option to choose HMO coverage through Kaiser. The District and Association will agree on a list of two PPO plans in addition to the SISC III Base Plan. SISC III shall provide an open enrollment period in order to allow employees to select a health benefits plan.

2. Vision Insurance: Eligible employees and their eligible dependents will be provided with the Vision Service Plan (Plan C). The deductible will be reimbursed to the employee upon the submission of a proper receipt for the employee and/or eligible family members.
3. Dental Insurance: Eligible employees and their eligible dependents will be provided with the Delta Dental Service Standard Incentive Plan (Annual benefit maximum of \$2000 per person).
4. Life Insurance: Eligible employees and their eligible dependents will be provided with the Provident Life Insurance Program, identified as Group Plan No 3 (a decreasing term life insurance policy).

In order to qualify for the District paid Health and Welfare Benefits, a unit member must be employed at least  $\frac{3}{4}$  time (i.e., 6 hours per day—30 hours per week).

- B. Retiree Health Insurance: Full-time members of the bargaining unit who retire, during the duration of this Agreement, after reaching age 58, and who have fifteen (15) consecutive years of service in the District, shall be eligible for continued participation in the benefits under this Article. During any year of the retirement, the District shall only be required to pay on behalf of eligible retirees the annual premium amount being paid for benefits provided under this Article on behalf of current unit members. The District's obligation to pay such premiums for retirees shall cease when the eligible retiree reaches the age of 65.

## **ARTICLE XIV CONCERTED ACTIVITIES**

- A. Apart from and in addition to existing legal restrictions upon any remedies for work stoppages, the Association hereby agrees that neither it nor its members or representatives or the unit member or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever or wherever located, during the life of this Agreement for any cause or dispute whatsoever, or wherever located, including, but not limited to, disputes which are subject to the grievance provisions of Article V; disputes which are specifically not subject to the grievance and arbitration provisions of Article V; disputes concerning matters not mentioned in this Agreement; disputes contending that the District has committed unfair employment practices; disputes with other labor organizations, persons, or employers; or jurisdictional disputes. In the event of any strike, walkout, slowdown, sickout, or work stoppage, or threat thereof, the Association and its officers shall take the steps reasonably within its control to and/or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.

- B. Any unit member authorizing, engaging in, encouraging, sanctioning, recognizing, or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination in accordance with applicable law. The District reserves the right to selectively discipline unit members hereunder.
- C. In the event that any of the persons referred to in Paragraphs A and B above, violate the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article V, the Association and the unit member(s) shall be deemed to have waived the right to process the grievances and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

## **ARTICLE XV SEPARABILITY AND SAVINGS**

- A. If any article, section, or provision of this Agreement shall be found to be contrary to or in conflict with federal or state law, that article, section, or provision only shall be rendered void with no effect because of the contradiction or conflict with federal or state law to any other article, section, or provision of this Agreement. Upon written notification by either party, a meeting will be held within 20 workdays of such notification to discuss the impact of the voiding of the affected article, section, or provision. The Association and the District may then mutually agree to renegotiate the affected article, section, or provision.
- B. Should any article, section, or provision of this Agreement or application thereof be deemed invalid by a court of competent jurisdiction, the parties shall meet, not later than 20 workdays after receipt of such decision to examine the article, section or provision affected, and if deemed appropriate by either party, commence meeting and negotiating with respect to the means of compliance therewith.

## **ARTICLE XVI NEGOTIATIONS**

- A. Each party may utilize the services of outside consultants to assist in the negotiations.
- B. The District and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- C. Negotiations shall take place at mutually agreeable times and places.

- D. The number on each negotiating team shall be limited to two members plus one member from outside the District.
- E. Copies of the tentative and adopted budget, and other information that is necessary for the Association to fulfill its role as exclusive representative, will be given to the Association upon request.
- F. Article XII (Salary), Article XIII (Employee Benefits), and one other article designated by each party may be reopened for negotiations each school year after a successor contract is ratified. Each party shall present their respective initial reopener proposals by April 1 of any school year.
- G. The District and the Association may mutually agree to extend the timelines set in this Article.

## **ARTICLE XVII DURATION**

- A. This Agreement shall become effective, upon ratification by the Association and adoption by the Board of Trustees, and shall remain in full force and effect from July 1, 2018 through June 30, 2021.

## **ARTICLE XVIII ENTIRE AGREEMENT**

- A. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.
- B. It is agreed that during the term of this Agreement, the parties waive and relinquish the right to meet and negotiate with respect to any subject or matter covered in this Agreement even through such subjects or matters were proposed and later withdrawn. Nothing herein shall preclude the parties from mutually agreeing to reopening negotiations on any of these matters.
- C. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

## RECOMMENDED FOR RATIFICATION

By their signatures below the signatories enter into this Tentative Agreement and certify that, as the authorized representatives of the District and the Association respectively, they will recommend its ratification and acceptance by the constituent parties.

**HUGHES-ELIZABETH LAKES  
UNION ELEMENTARY SCHOOL  
DISTRICT**

  
\_\_\_\_\_  
LORI SLAVEN  
District Superintendent

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #365**

  
\_\_\_\_\_  
PENNY MUNZ  
Bargaining Team

  
\_\_\_\_\_  
JAMES MONTICONE  
Bargaining Team


Date: 8/31/18

Date: 9/4/18

## RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Association as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral Agreement is hereby entered into without the need for further ratification and acceptance.

**HUGHES ELIZABETH LAKES  
UNION SCHOOL DISTRICT**



Melanie Dohn, President  
Board of Trustees

Dated: September 11, 2018

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #365**



PENNY MUNZ, President

Dated: 9/11/2018



**APPENDIX A**  
**CLASSIFIED SALARY SCHEDULE**

1. **Salary Schedule** (Salary Schedule is in pdf. Insert pdf.)

2. **Salary Schedule M**

**Hughes-Elizabeth Lakes Union School District**  
**Classified Salary Structure - No Stipends 2018-2019**  
**Salary Schedule S (No degree - fulltime and part time employees)**

Step Grade	1	2	3	4	5	6	7	8	Step	9	10	11 & 12	13 & 14	15 & 16
	Start	1 Yr.	1 Yr.	1 Yr.	1 Yr.	1 Yr.	1 Yr.	1 Yr.	Grade	1 Yr.	1 Yr.	2 Yrs.	2 Yrs.	2 Yrs.
107	13,802	14,220	14,649	15,078	15,538	16,008	16,489	16,970	207	17,482	18,005	18,549	19,103	19,689
109	16,562	17,064	17,577	18,099	18,643	19,197	19,783	20,379	209	20,985	21,613	22,261	22,930	23,620
110	18,183	18,727	19,291	19,866	20,473	21,079	21,707	22,365	210	23,035	23,735	24,446	25,157	25,910
111	19,961	20,557	21,173	21,811	22,460	23,139	23,829	24,551	211	25,293	26,046	26,830	27,635	28,461
112	21,947	22,616	23,286	23,976	24,697	25,429	26,192	26,977	212	27,782	28,618	29,486	30,364	31,284

**MONTHLY - based on hourly rate x 173.333 hours and existing spreadsheet formulas**

107	2,392.29	2,464.79	2,539.09	2,613.40	2,693.14	2,774.70	2,858.06	2,941.43	207	3,030.24	3,120.85	3,215.10	3,311.15	3,412.64
109	2,870.75	2,957.74	3,046.55	3,137.17	3,231.41	3,327.46	3,428.95	3,532.26	209	3,637.37	3,746.11	3,858.48	3,974.47	4,094.08
110	3,151.66	3,245.91	3,343.77	3,443.45	3,546.57	3,653.68	3,762.42	3,876.60	210	3,992.59	4,114.02	4,237.26	4,360.50	4,490.99
111	3,459.76	3,563.07	3,669.99	3,780.55	3,892.91	4,010.71	4,130.33	4,255.38	211	4,384.06	4,514.55	4,650.47	4,790.02	4,933.20
112	3,804.11	3,920.10	4,036.09	4,155.70	4,280.75	4,407.62	4,539.92	4,675.84	212	4,815.39	4,960.38	5,110.81	5,263.04	5,422.53

**ANNUAL - based on monthly rate \*12**

107	28,707.51	29,577.43	30,469.11	31,360.78	32,317.70	33,296.36	34,296.78	35,297.19	207	36,362.85	37,450.25	38,581.15	39,733.80	40,951.70
109	34,449.01	35,492.92	36,558.58	37,645.98	38,776.89	39,929.54	41,147.43	42,387.07	209	43,648.46	44,953.35	46,301.73	47,693.61	49,128.99
110	37,819.97	38,950.87	40,125.27	41,321.42	42,582.81	43,844.20	45,149.08	46,519.22	210	47,911.09	49,368.22	50,847.09	52,325.96	53,891.83
111	41,517.15	42,756.79	44,039.93	45,366.57	46,714.95	48,128.58	49,563.95	51,064.57	211	52,608.69	54,174.55	55,805.66	57,480.26	59,198.37
112	45,649.29	47,041.17	48,433.05	49,888.42	51,369.04	52,891.41	54,479.02	56,110.13	212	57,784.74	59,524.59	61,329.68	63,156.52	65,070.36

**STIPENDS**

	AA	Certificate	BA
Education Incentive-Monthly	50.00	75.00	100.00
Education Incentive-Hourly	0.29	0.44	0.58
Sch T			Sch U

BI - Bilingual %  
 Water Testing  
 SU - Sub Calling

5%	
75.00	
83.34	100.00

over 12 mo over 10 mo

CSEA ratified:  
 Board approved: Oct 10, 2018

Salary and Related Agreements for the 2018-2019 Successor Negotiations between the California Schools Employees Association and It's The Pines Chapter 365 and the Hughes-Elizabeth Lakes Union Elementary School District.

<b>Schedule M</b>				
<b>2018-2019</b>				
\$12.00	\$12.57	\$13.14	\$13.71	\$14.28

CSEA Ratified:  
Board Approved:

**APPENDIX B**  
**MOU**

(To be attached)

00455-00107/4153830.1