

# AGREEMENT

Pursuant to Sections  
3540-3549 of the  
California Government Code

2008-2011

By and Between

**New Haven Unified School District  
Board of Education  
and  
California School Employees Association  
and its Washington Township Chapter No. 61**



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## ARTICLE 1 - RECOGNITION

- 1.1 The New Haven Unified School District (herein "District") recognizes the California School Employees Association (herein "CSEA") and its Washington Township Chapter No. 61 as the exclusive bargaining representative of all regular\* classified employees and restricted\*\* classified employees, except those designated as supervisory, confidential, or management. The unit includes short-term employees employed and paid for sixty (60) or more workdays within a fiscal year in a single position. The term employee in this contract means unit member.
- 1.1.1 The term "regular classified" is defined in Title 2, Part 25, Chapter 5 of the Education Code starting at Section 45100.
- 1.1.2 The term "restricted classified" is defined in Education Code 45105.
- 1.2 The following are excluded from the unit:
- 1.2.1 Substitutes.
- 1.2.2 Short-term employees employed and paid for less than sixty (60) working days within a fiscal year.
- 1.2.3 Part-time playground supervisors.\*
- 1.2.4 Professional experts employed on a temporary basis for a specific project, regardless of length of employment.
- 1.2.5 Students.
- 1.3 Employee Definitions:
- 1.3.1 "Classification" means that 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.
- 1.3.2 "Permanent" as used in the phrase "permanent employee" includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.
- 1.3.3 "Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.
- 1.3.4 "Probationary" employee as used in this phrase "probationary employee" has not met tenure in the classification in which the employee has not passed the required probationary period, and includes all of the incidents of that classification.
- 1.3.5 Rover: An employee within a classification whose assignment is based on need.
- \* Part Time Playground Supervisors may be part of the Classified Unit pursuant to the guidelines described in Ed Code Section 45103 b(4).
- 1.4 The positions included in the Unit are:

**AIDES**

Alternative Center Monitor  
Career Center Technician  
Classroom Assistant III  
Classroom Specialist Hearing Impaired  
Family Services Assistant  
Migrant Recruiter  
Migrant Ed. Student Advocate  
RCA I-Bilingual  
RCA I-Child Aide  
RCA I-ESL  
RCA I-General  
RCA I-Life Skills  
RCA I-Special Education  
RCA I-Video  
RCA II-General  
RCA II-Testing  
REA Literacy Facilitator  
SB65 Facilitator

**CAFETERIA PERSONNEL**

Asst. Production Manager  
Cafeteria Assistant  
Cafeteria Assistant/Receipts  
Cook-Baker  
Food Service Driver  
High School Manager  
Lead Cafeteria Assistant  
Production Manager

**CLERICAL PERSONNEL**

Account Clerk II  
Account Clerk III  
Payroll Specialist  
Accounting Technician  
District Accountant  
Office Technician  
Office Assistant I  
Office Assistant II  
Office Assistant III  
Graphics Communication Acct. Tech.  
Library Assistant II  
Library Assistant III  
Library Technician  
Maintenance Operations Technician  
Materials & Equipment Clerk  
PBX Receptionist  
PBX Receptionist II/Personnel  
Purchasing Technician  
School Secretary I  
School Secretary II  
Staff Secretary I  
Staff Secretary II  
Staff Secretary III  
Substitute Placement Clerk/Receptionist  
Support Services Technician

**CUSTODIAL PERSONNEL**

Custodian I  
Custodian II  
Custodian III  
Lead Night Custodian/High School  
Night Head Custodian/Middle School  
K-8 Lead Night Custodian

**GARDENING PERSONNEL**

Garden Specialist  
Gardener I  
Gardener II  
Gardener III  
Lead Gardener

**MAINTENANCE PERSONNEL**

Facility Assistant I  
Facility Assistant II  
HVAC Technician  
Maintenance/Craftsman  
Maintenance Person I  
Maintenance/Utility Worker I  
Maintenance/Utility Worker II  
Maintenance/Utility Worker III  
Maintenance Person II  
Lead Craftsman

**TRANSPORTATION PERSONNEL**

Automotive Service Worker  
Bus Driver  
Bus Driver/Dispatcher  
Lead Bus Driver/Trainer/Dispatcher  
Lead Mechanic (Heavy Duty Equipment)  
Mechanic  
Transportation Dispatcher Clerk

**OTHER CLASSIFICATIONS**

Campus Monitor  
Campus Safety Technician  
Lead Campus Safety Technician  
Computer Operations Specialist  
Kids First Prog. Assistant  
Lead Kids First Prog. Asst.  
Graphics Comm. Acct. Tech.  
Lead Graphics Comm. Technician  
Network Support Technician  
Office Messenger  
Offset Duplicating Equip. Operator II  
Student Center Assistant  
Technology Technician  
Lead Technology Technician  
Warehouse Driver I  
Warehouse Driver II  
Workability Program Asst.  
Instructional Lab/Program Assistant  
Occupational Therapist

## **ARTICLE 2 - HOURS**

- 2.1 The workday for full-time employees shall be a fixed, regular seven and one-half (7-1/2) hours per day, plus lunch.
- 2.2 The length of the workday for each part-time employee shall be a fixed, regular, minimum numbers of hours as designated by the District.
- 2.3 Employee lunch periods shall be duty free and no shorter than thirty (30) minutes, no longer than sixty (60) minutes, except that bus drivers may be assigned no longer than ninety (90) minutes.
- 2.4 Employee rest periods shall be provided as follows:
  - 2.4.1 One (1) fifteen (15) minute period for employees who work more than three (3) hours per day but less than six (6) hours per day.
  - 2.4.2 Two (2) ten (10) minute periods for employees who work six (6) hours per day but less than seven and one-half (7-1/2) hours per day.
  - 2.4.3 Two (2) fifteen (15) minute periods for employees who work seven and one-half (7-1/2) hours per day.
  - 2.4.5 When establishing work schedules, the District shall make every effort to schedule the required rest periods as closely as possible to the mid point of the scheduled work assignment. For individuals entitled to one rest period, every attempt will be made to schedule that rest period at the mid point of the assigned work day. For individuals entitled to two rest periods, every attempt will be made to schedule the first rest period during the mid point of the first 50% of the work assignment; with the second rest period being scheduled as closely as possible to the mid point of the second work assignment. Breaks and lunch may not be combined. Unit members are expected to use this period for relaxation. This period is not to be used to lengthen the meal period or to shorten the workday.
- 2.5 Work Week
  - 2.5.1 The normal workweek for employees hired prior to July 1, 1994, shall be Monday through Friday. Those who wish to do so may volunteer to work Tuesday through Saturday.
  - 2.5.2 For work week changes after July 1, 2004, employees hired after July 1, 1994 and who are assigned the same tasks and responsibilities, shall be assigned a Monday-Friday, or Tuesday-Saturday workweek by seniority.

If two or more employees have the same seniority date, the District shall ask for volunteer(s), if there are no volunteers, then it shall be assigned by lot. For Employees hired after July 1, 1994, the District may, at its discretion, change the workweek from Monday-Friday to Tuesday-Saturday or vice versa, not more than twice in any period of two school years.

2.5.3 Subject to program needs, the District shall make a reasonable effort to increase the hours of employees currently working part-time in the same or a different classification before new employees are hired for these positions.

2.5.4 The District may provide paid staff development days when funding is available.

2.6 Definitions:

2.6.1 By lot: Place names in a container and draw accordingly in the presence of CSEA designee and District designee.

2.6.2 Reduction in Assigned Hours: There shall be no reduction in assigned hours except in accordance with Education Code provisions.

2.6.3 Hours: A part-time classified employee may be assigned to more than one bargaining unit position provided the combined hours of all positions held do not exceed full-time.

2.6.4 20-Day Rule: CSEA will be notified when the District has determined to assign additional hours to a part-time position on a permanent basis. Any employee working 30 minutes or more in their assigned position for 20 days shall be made whole with the hours being permanently added to their position and credited with the benefits [per Ed Code].

**ARTICLE 3 - OVERTIME AND RELATED PROVISIONS**

3.1 Overtime is anytime worked in excess of seven and one-half (7-1/2) hours in a day or any time worked in excess of thirty-seven and one-half (37-1/2) hours in a week. With the exception of summer work hours.

3.2 If an employee works more than seven and one-half (7-1/2) hours in a single day, breaks during this overtime shall occur at two (2) hour intervals. With the exception of summer work hours.

- 3.3 Overtime shall be compensated at the rate of time and one-half for time in excess of seven and one-half (7-1/2) hours worked in a day. With the approval of the supervisor, an employee may elect compensatory time at the applicable overtime rate in lieu of cash payment.
- 3.4 Employees shall receive time and one-half for all work on the sixth (6th) consecutive day.
- 3.5 Overtime in excess of 7-1/2 hours in a twenty-four (24) hour period shall be compensated at double time.
- 3.6 Employees shall receive double time for all Sunday work.
- 3.7 Employees shall receive time and one-half in addition to normal holiday pay for time worked on holidays.
- 3.8 Paragraphs 2, 3, 4, 5, and 7 shall also apply to part-time employees. Overtime rates apply for part-time employees who work in excess of 7.5 hours per day. Part-time employee who work more than their assigned hours and less than 7.5 hours per day receive their regular pay rate.
- 3.9 The District will attempt to give advance notice of overtime. Such overtime shall be voluntary unless the District determines that there exists an immediate, urgent need for such overtime. Overtime shall be offered on a rotating basis first by seniority to site employees in the same classification who have the necessary skills to perform the required duties, then to non-site employees in the same classification then to all non-site classifications and then to substitutes last. Overtime with no volunteers shall be declared an immediate urgent need.
- 3.9.1 Minimum Call In Time:
- Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the applicable rate of pay from the time the unit member is scheduled to report at the job location plus mileage to and from at the IRS rate.
- 3.9.2 Standby Time
- Standby Time is any time in which the unit member is required to be in a designated place, on District premises or away from District premises, in order to fulfill some potential or specified District need. All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this

Agreement. This does not include meal time or similar non-duty time (e.g., non-duty hours in the event of District provided lodging).

3.9.3            Callback Time

Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the applicable rate of pay from the time the unit member is scheduled to report at the job location plus mileage to and from at the IRS rate.

3.9.4            Seniority Lists

If requested, a copy of the seniority list(s) shall be furnished to the Chapter President.

**ARTICLE 4 – SALARY**

4.1              Annual Advancement

For 2008-09, 2009-10 and 2010-11, the increase to compensation each year shall never be less than the increase required by Section 7.1 (Health and Welfare Benefits), using the funding provisions in section 7.1.

4.2              Salary Placement

4.2.1            Definition of COLA

4.2.1.1        For the purposes of this three-year agreement, Cost of Living Adjustment ("COLA") shall be defined as the unrestricted, ongoing annual dollar increase to the District's Base Revenue Limit per Average Daily Attendance ("BRL/ADA") that is attributable to the cost of living adjustment only to the Base Revenue Limit for that year. COLA shall not include equalization aid, if any. For the 2008-2009, 2009-2010, and 2010-2011 contract years, COLA shall be reduced by the extent to which any dollar or percentage increase to the BRL/ADA is then subjected to a deficit factor or other reduction by the State by a dollar or percentage amount or other formula; or receipt of all or part of the increase is subject to a delay or deferral to a subsequent fiscal year.

4.2.2            “Hold Harmless/Definition of ‘Negative COLA’”

4.2.2.1 A “Negative COLA” is that portion of a reduction in COLA, as defined in Section 4.2.1.1, which is an actual decrease (due to deficit factor, other reduction, or delay) in the BRL/ADA

as compared to the previous year's BRL/ADA, starting with the 2008- 09 BRL/ADA as compared to the 2007-08 BRL/ADA. The "Negative COLA" shall not be used to reduce either the salary schedule adjustment in Section 4.2.2 or the health benefit increase in Section 7.1. Any restoration or repayment of a deficit, other reduction, or delay in a subsequent year shall first be allocated to repaying the District for absorbing the cost to the District of financing the "Negative COLA" as described in this paragraph.

**Example for Illustration Purposes only:**

**2008 – 2009**

<b><u>Statutory COLA to BRL/ADA (deferred/subject to deficit)</u></b>	<b><u>5.00 %</u></b>
<b><u>State deficit applied to increase</u></b>	<b><u>(6.50 %)</u></b>
<b><u>Net State increase (deficit)</u></b>	<b><u>(1.50 %)</u></b>
<b><u>COLA under Section 4.2.1 (net deficit of 1.50% not deducted from salary)</u></b>	<b><u>-0- %</u></b>

**2009-2010**

<b><u>Statutory Funded COLA to BRL/ADA</u></b>	<b><u>3.00 %</u></b>
<b><u>State funded deficit reduction</u></b>	<b><u>4.5%</u></b>
<b><u>Less recovery of prior year's unfunded H&amp;W</u></b>	<b><u>-1.5%</u></b>
<b><u>Available for current year salary</u></b>	<b><u>3.00%</u></b>
<b><u>Total COLA plus deficit reduction available for salary under Section 4.2.1 (4.5% – 1.50 =) 3.00 + 3.0 =</u></b>	<b><u>6.00%</u></b>
<b><u>Health and welfare increase funded under section 7.1, subsection 7.1.1</u></b>	<b><u>(2.00 %)</u></b>
<b><u>Remainder is placed on the salary schedule under 4.2.2, 4.12</u></b>	<b><u>4.00 %</u></b>

4.2.3 For each year of the three-year agreement, and effective on July 1 of each year, the COLA percentage *as* defined above shall be applied to the prior year's salary schedule under the mechanism delineated in Section 4.2. The increase to the salary schedule each year shall not total a percent amount greater than the COLA percentage each year as defined above.

4.2.4 The amount to be added to compensation each year shall first be allocated to the increased cost of health and welfare benefits under Section 7.1., including the same increase to those unit members who receive the health and welfare benefit as cash-in-lieu. The remaining balance, if any, shall be converted to a percentage of the salary schedule and applied to the schedule, across-the-board. This percentage shall be calculated based on inclusion of all salary-driven costs (also known as statutory benefits), such as PERS contributions, State Disability Insurance, Unemployment Insurance, Workers Compensation, and Medicare. The timing of the payment to unit members under this provision will be within thirty days after October 30 of each year or 45 days after passage of the State budget, whichever is later, retroactive to July 1 of that year.

**EXAMPLE (For illustration purposes only): COLA = 3.5%**

1% increase to unit member salaries schedule including salary driven costs (PERS, SUI, WC, Medicare), but excluding health and welfare benefits dollars = \$520,000.

Health and Welfare Benefit Costs including salary driven costs (PERS, SUI, WC, Medicare) = \$918,125.

Therefore, the Health and Welfare increase = 1.76% (\$918,125/\$520,000).

3.5% - 1.76% = 1.74% additional salary schedule increase beyond the Health and Welfare dollar increase applied to the salary schedule.

4.2.5 For each year of this three-year agreement, should any action by the State of California either through state legislative action or through the initiative process cause a mid-year reduction from the previously adopted state budget funding for K-12 education, at the request of the District, the parties agree to reopen negotiations on the salary article for the current year and any remaining years of the Agreement.

Items 4.2.1, 4.2.2, 4.2.3, 4.2.4, and 4.2.5 inclusive, will automatically expire as of June 30, 2011, unless the parties mutually agree otherwise in writing and will not constitute the status quo pending completion of meeting and negotiating on a successor agreement.

### 4.3 Longevity Increments

4.3.1 Longevity increments shall be based on base salary as follows:

- 1) 2.5% after 10 years of service
- 2) 5% after 15 years of service
- 3) 7.5% after 20 years of service
- 4) 10% after 25 years of service
- 5) 12.5% after 30 years of service
- 6) 15% after 35 years of service

4.3.2 No employee shall receive more than six (6) longevity increments.

### 4.4 Career Advancement Increments

4.4.1 Employees may apply for Career Advancement Increments after five (5), ten (10), fifteen (15), twenty (20) twenty-five (25) and thirty (30) years of employment.

4.4.2 No employee shall receive more than six (6) career advancement increments.

4.4.3 Eligible employees may submit their application at any time within the first fiscal year of eligibility. The earliest submittal date shall be one day after their 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> anniversary date. Each year, all applications submitted within that fiscal year will be reviewed during the month of May with a final recommendation submitted by June 1. All employees approved will receive the appropriate salary adjustment retroactive to the date of submittal.

4.4.4 A committee on Career Advancement, consisting of two (2) management/confidential employees, to be selected by the Superintendent, and two (2) CSEA employees to be selected by CSEA, will review all applications in by May 1 and recommend to the Superintendent those applicants deserving of a career advancement increment. The committee shall also submit reasons for their recommendations. By June 1, the Superintendent shall submit his/her recommendations to the Board of Education. The Board of Education shall review the recommendations of the Superintendent and make the final determination of those unit members to receive career advancement increments.

4.4.5 Selection for career advancement increments shall include consideration of the following:

- 4.4.5.1 Unit members who have received a summary rating of Satisfactory on their most recent evaluation.
- 4.4.5.2 Completion of a minimum of fifteen (15) quarter units of college level work or equivalent. The employee must receive prior written approval by the Superintendent or designee of the course or courses that they complete. Courses taken must be relevant to the individual employee's job category or promotional opportunities consistent with employee's job class and may not be claimed more than once. A grade of "C" or "pass" must be received in order to qualify for the quarter unit requirement. A denial of units by the Associate Superintendent, Personnel Services or designee may be appealed by the individual to the Superintendent.
- 4.4.5.3 Recommendation of employee's supervisor familiar with the employee's performance.
- 4.6 The District shall pay mandated increases in the district contributions towards PERS, Workers Compensation, OASCI, and Unemployment Insurance during the term of this agreement.
- 4.7 Shift Differentials
  - 4.7.1 Swing shift differential is \$75 per month. The swing shift is any shift which ends between 7:00 p.m. and 1:00 a.m.
  - 4.7.2 Graveyard shift differential is \$85 per month. The graveyard shift is any shift which ends between 1:00 a.m. and 8:00 a.m.
  - 4.7.3 An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for 20 working days or less, assigned to a shift not entitled to such compensation. This shall not apply to summer recess.
  - 4.7.4 An employee working less than 7.5 hours will receive prorated differential (assigned hours divided by 7.5 hours times differential amount).
- 4.8 Salary Increases When Employee is Promoted
  - 4.8.1 Effective January 1, 1999, an employee who is promoted shall be placed on a salary step which shall result in at least a 5% salary increase for the entire six-month probationary period. At the end of six months in the new position, the employee shall, if not on the last step, advance one step on

the salary schedule. Additional step advancement thereafter shall be at succeeding one-year intervals, to and including the fifth step.

- 4.8.2 Any unit member returning to the unit to a previously held classification from a management classification shall be placed on the same step of the salary schedule as when they left. Any Unit member returning to the unit in a position NOT previously held shall be placed on step one (1) of the salary schedule.
- 4.9 Reclassified Positions: Upon reclassification of a position or class of positions, the incumbents in the reclassified position(s) shall be placed at the same step on the new salary range as on the former salary range.
- 4.10 Reclassified to a lower classification (Y-Rated): When an employee's position is reassigned to a lower classification, the employee's salary shall be "Y" rated until such time as the salary of the new position equals or exceeds the "Y" rated salary. During such time, the employee shall receive a 0.5% increase for each 1 percent on increases provided in paragraphs 1, 2, and 3 of this Article. (Y-Rated = at same salary schedule previously held).
- 4.11 Paychecks: Paychecks shall be itemized and all employees shall be paid once per month, payable on the last workday of each month.
- 4.12 Payroll Errors: Any District payroll error resulting in an underpayment to an employee, shall be corrected and a supplemental check issued not later than five (5) days after an employee provides notice to the Payroll Department supervisor.
  - 4.12.1 Any District payroll error discovered resulting in an overpayment to an employee shall be corrected immediately and the District shall notify the employee and CSEA President of the error. A meeting will be scheduled with the District and the employee, and with the employee's consent a CSEA representative to determine a fair and equitable repayment schedule of the overpayment.
- 4.13 Mileage, Tolls and Parking: If management requires an employee to travel in his/her personal vehicle, the unit member will be compensated for mileage (at the IRS rate) as well as any parking and toll fees.
- 4.14 Reimbursement: Employee may obtain reimbursement for actual and necessary expenses, including travel expenses, incurred in performance of services for the District in accordance with District Policy #4180.
- 4.15 Working Out of Classification (WOOC): An employee temporarily assigned to a higher classification who is assigned the duties and responsibilities of the higher

classification, shall, upon approval of the Personnel Department, be paid for such period at the rate of pay applicable to the higher classification and shall be placed at the first step of the salary range for the temporary assignment that ensures a minimum of a 5% salary adjustment.

4.16 Employees may choose to have federal and state income taxes deferred for the employer's contribution to PERS, subject to PERS, IRS, and State Franchise Tax Board approval.

4.17 Classification and Review Committee

4.17.1 The District and CSEA agree to convene a Panel (Classification and Review Committee) once each year to review applications and interview employees asking to be reclassified. Reclassification is a change of job description for the following reasons:

4.17.1.1 New job duties or responsibilities are added to the job description over an extended period of time. This results in the duties of the new job fitting more appropriately with those of a higher classification. The panel may create a new position and/or change in an existing salary range.

4.17.1.2 If an employee is accomplishing the work of a higher classification on a consistent basis; the employee may be eligible to be reclassified to that position.

4.18.1 The employee will, be interviewed by the panel, which is composed of two (2) CSEA appointees, two (2) District appointees and a fifth appointee agreed upon by the District and CSEA. CSEA and the District shall share the cost of the fifth appointee. The recommendation of the Panel shall be advisory to the Superintendent and the Board.

4.18.2 Upon reclassification upward of a position of class of position(s), the position(s) shall be assigned a range of at least one range higher than the former range. Employee's current step and/or longevity placement will be retained on the new range. Reclassification shall not change an employee's anniversary date. Approved reclassification will be implemented on the following July 1.

4.18.3 An employee requesting the reclassification shall complete the application and shall present his/her facts to the Panel with substantiating evidence. Neither the District nor CSEA will present the employee's case.

- 4.18.3.1 An employee is entitled to request his/her position be reclassified. The request shall be submitted on the appropriate Classification Review Committee (CRC) form provided by the Personnel Department and submitted to the Personnel Department by the last working day in February.
- 4.18.3.2 The two (2) Personnel representatives and the two (2) CSEA representatives, consisting of one E-Board member and one appointed member, will review the application(s) by the second week in March to determine that the application is complete and meets all criteria.
- 4.18.3.3 The Personnel representative will contact supervisors of employees whose applications were accepted to confirm or deny duties. Contact may be in person, by e-mail, or by telephone. The CSEA representative(s) will be included in the communications.
- 4.18.3.4 The Panel members will receive the packets at least one week prior to the CRC meeting. The meeting will be scheduled by the District in the month of April and the District will notify the CSEA President.
- 4.18.3.5 The outside panelist will chair the proceedings.
- 4.18.3.6 The Personnel representative's confidential secretary may attend the session to take notes.
- 4.18.3.7 The Panel will interview each employee or group at the discretion of the Associate Superintendent or Designee. At the end of such interview the employee will be given a letter that states that the advisory recommendations will be forwarded to the Superintendent within five (5) working days of the meeting, and the Superintendent will direct the Personnel Department when to inform employees of the CRC decision. Employees should be notified within ten (10) working days of the Superintendent's decision.
- 4.18.3.8 Notices will be mailed to the home address of the employees and copies will be provided to the CSEA President.
- 4.18.3.9 Employees who do not receive a reclassification in the CRC process may request an interview with the Personnel representatives and the CSEA representatives to explain the

reasons for the denial. The participation of the employee's immediate supervisor is required for this meeting.

## **ARTICLE 5 - EXTRA DUTY TASKS**

- 5.1 An employee who is requested by a supervisor and performs Extra Duty Tasks, as defined by the District and CSEA, shall receive an additional 5% of his or her daily salary per day.
- 5.1.1 The following are Extra Duty Tasks:
- 5.1.1.1 RCA-I Special Education paraprofessional who provides toileting assistance who has not been assigned "toileting assistance" as part of his or her regular assignment.
- 5.1.1.2 RCA-I paraprofessional who provides CELDT testing during the student instructional year.
- 5.1.1.3 In cases when the Kids First Specialist is out for any reason and when a Kids First Assistant is assigned to open and/or close, verify absences, and report any issues or concerns to the Kids First supervisors.
- 5.2 When a RCA-I Special Education paraprofessional is assigned as part of his or her regular assignment to provide toileting assistance for the school year, that unit member shall receive an additional 2.5% increase to his or her annual salary per year.
- 5.2.1 The District and CSEA may negotiate and agree on additional tasks that are Extra Duty Tasks. Any additional Extra Duty Tasks shall be added to the next printed contract.
- 5.3 Bilingual Program: For 2008-09, 2009-10, and 2010-11, CSEA and the District will agree to the following:
- 5.3.1 The District will make a 2.5% increase to his/her annual salary per year to a minimum of one classified employee per site, at the discretion of the Personnel Department, for providing bilingual assistance during their general work responsibilities.
- 5.3.1.1 Language will be determined by site and District need.
- 5.3.1.2 The designated employee classification will be reviewed each school year by CSEA and NHUSD.

5.3.1.3 Additional sites/locations and/or increases in the number of Bilingual Stipend recipients will be determined by District need and will be reviewed on an annual basis with CSEA.

5.3.2 Qualification for the adjustment will be through a District and CSEA approved test which will be conducted through the Personnel office.

## **ARTICLE 6 - SUMMER SCHOOL EMPLOYEES**

- 6.1 The position(s) of Summer School Classified Employees are established.
- 6.2 The hourly rate for Summer School Classified Employees will be increased by the same percent as the rate for regular classified employees may be increased in future negotiations.
- 6.3 Summer School Classified Employees will receive pro-rata benefits, sick leave, vacation, and holiday pay.
- 6.4 Summer School Classified Employees will accrue seniority in those positions. The hours worked in those positions shall not be counted toward seniority in regular classified positions.

## **ARTICLE 7 - HEALTH AND WELFARE BENEFITS**

- 7.1 For 2008-09, 2009-10, and 2010-11, the District shall contribute for health and welfare benefits, for full time unit members, an amount equal to the premium for the Kaiser single or family plan (employee + 1 or more), with a \$10.00 co-pay for office visits and a \$5.00/\$15.00 co-pay for prescriptions, and Delta Dental. An IRC 125 Plan is available for qualified unit members. During the term of this agreement, full time unit members who are not enrolled in any District health plan are entitled to a cash-in-lieu option equal to the District contribution to the Kaiser family plan (employee + 1 or more). The health and welfare contribution, which is part of compensation, is not considered as subject to PERS. The cost of this increase will be paid as follows, in sequence:
- 7.1.1 The funds calculated under sections 4.2.1–4.2.5, inclusive.
- 7.1.2 If those funds are insufficient to cover the balance of the full cost of this increase, the excess will next be paid from a pro-rata portion of the “undesignated ending balance” (“UEB”) from the unaudited actuals of the preceding year's budget (starting with the 2007-08 budget, through the 2009-10 budget). The UEB will be allocated pro-rata for this purpose, based on

a ratio determined by dividing the number of bargaining unit members by the total number of employees of the District.

For purposes of this Agreement, “UEB” has the same meaning as it has under generally accepted school district accounting principles. The parties agree that, in agreeing to this allocation formula, the parties do not intend to limit in any way the District’s rights to establish budget procedures, adopt and modify budgets, determine budgetary allocations, and collect and expend its funds. Nothing in this provision shall be interpreted as creating an expectancy that there will be a UEB of any particular amount in any given contract year.

**EXAMPLE (For illustration purposes only):**

<b>State increase to BRL/ADA</b>	<b>1.0%</b>
<b>Cost of 1% increase to bargaining unit salaries</b>	<b>\$520,000</b>
<b>Increase in cost of health and welfare benefits for bargaining unit</b>	<b>\$1.5 Million</b>
<b>Deficit (1,500,000 – 520,000) =</b>	<b>\$980,000</b>
<b>UEB , as defined</b>	<b>\$900,000</b>
<b>Pro-rata share of UEB for bargaining unit =</b>	<b>\$700,000</b>
<b>Remaining deficit in H&amp;W Costs (980,000 – 700,000) payable by the District =</b>	<b>\$280,000</b>

- 7.2 After the 2010-2011 contract year, whenever the premium for medical and dental coverage exceeds the District’s contribution provided for herein, the excess shall be deducted from the unit member’s payroll check. The District and the CSEA agree that the amount of the District contribution under section 7.1 as of June 30, 2011, will remain the status quo pending completion of meeting and negotiating on a successor agreement.
- 7.3 All full- time employees shall be required to participate in the Delta Dental program. A full-time employee whose spouse is employed by the District and who is already covered by Delta Dental through the District may be exempt from this provision. Exempt employees may receive a cash option through the 125 plan in an amount equal to the Delta Dental rate.
- 7.4 All health insurance providers' contracts will be modified to include domestic partners of unit members as eligible dependents.
- 7.7 CSEA and the District agree to continue to participate in a health benefits committee.
- 7.8 Beginning July 1, 1993, a medical benefits trust for qualified retired unit members will be established. The District will contribute \$400 per year per active unit member to this trust. A unit member who has retired and terminated employment

from the District on or after July 1, 1993, shall be entitled to receive benefits, as provided by the New Haven Retired Employees Benefit Plan and Trust for Classified Employees agreement (see appendix).

- 7.9 Part-time employees with regular assignments of three hours or more may elect to participate in the medical insurance program. Effective beginning in the 2005-06 school year, the cost of the medical program will be prorated based on the formula below. The District contribution will not exceed the proportional maximum contribution for full-time employees. To participate, part-time employees must subscribe to a medical insurance plan and authorize a payroll deduction for their proportional monthly share. This provision only applies to participation in a medical insurance program.

3.00 hours worked	40.0% H&W Benefits
3.50 hours worked	46.6% H&W Benefits
3.75 hours worked	50.0% H&W Benefits
4.00 hours worked	53.3% H&W Benefits
4.50 hours worked	60.0% H&W Benefits
5.00 hours worked	66.6% H&W Benefits
5.50 hours worked	73.3% H&W Benefits
6.00 hours worked	80.0% H&W Benefits
6.50 hours worked	86.6% H&W Benefits
7.00 hours worked	93.3% H&W Benefits

#### 7.10 State Disability Insurance Program

- 7.10.1 All employees in the unit shall be enrolled in the State Disability Insurance Program. The full cost of the premium shall be deducted from the salary of each member of the unit, and no District contribution shall be made.
- 7.10.2 Subject to applicable laws and regulations, employees may coordinate state disability benefits pursuant to paragraph 1 above, with accrued accident and illness leave under Article 8, of the District-CSEA contract. This would enable the employee to extend such accident and illness leave to the extent of his/her entitlement under State Disability Insurance Program.
- 7.10.3 The District shall receive State Disability insurance checks as long as the employee has sick leave. The sick leave will be spread out proportionately based on the amount State Disability Insurance will pay. When the employee's sick leave runs out, the employee will receive State Disability Insurance and the differential from the District.

## **ARTICLE 8 - HOLIDAYS**

- 8.1 Employees shall be entitled to the listed holidays for 2008-09, 2009-10, and 2010-11 provided such holidays fall during the normal work week or work year of the employee and the employee is in paid status during any portion of the working day immediately preceding or succeeding the holiday.
- 8.2 Employees shall be entitled to any additional day(s) designated as holidays by the President of the United States, the Governor of the State of California, or the Board of Education which fall within the employee's work year.
- 8.3 The holiday schedule for the term of this agreement shall be as follows:
- 8.3.1 2008-2009
- Thursday, July 3 - Board Holiday/4<sup>th</sup> of July Observation
  - Monday, September 1 - Labor Day
  - Tuesday, November 11 - Veterans Day
  - Monday, November 24 - Board Holiday
  - Tuesday, November 25 - Board Holiday (in lieu of Admission Day)
  - Wednesday, November 26 - Board Holiday
  - Thursday, November 27 - Thanksgiving Day
  - Friday, November 28 - Board Holiday
  - Wednesday, December 24 – Board Holiday
  - Thursday, December 25 - Board Holiday/Christmas Day
  - Wednesday, December 31 - Board Holiday
  - Thursday, January 1 - Board Holiday/New Year's Day
  - Monday, January 19 - Dr. Martin Luther King Jr. Day
  - Friday, February 13 – Lincoln's Day
  - Monday, February 16 – Presidents' Day
  - Monday, May 25 - Memorial Day
- 8.3.2 2009-2010
- Monday, July 6 - Board Holiday/4<sup>th</sup> of July Observation
  - Monday, September 7 - Labor Day
  - Wednesday, November 11 - Veterans Day
  - Monday, November 23 - Board Holiday
  - Tuesday, November 24 - Board Holiday (in lieu of Admission Day)
  - Wednesday, November 25 - Board Holiday
  - Thursday, November 26 - Thanksgiving Day
  - Friday, November 27 - Board Holiday
  - Thursday, December 24 – Board Holiday
  - Monday, December 25 - Board Holiday/Christmas Day
  - Tuesday, December 31- Board Holiday
  - Friday, January 1 - Board Holiday/New Year's Day

Monday, January 18 - Dr. Martin Luther King Jr. Day  
Friday, February 12 – Lincoln’s Day  
Monday, February 15 - Presidents’ Day  
Monday, May 31 - Memorial Day

8.3.3 2010-2011

Monday, July 5 - Board Holiday/4<sup>th</sup> of July Observation  
Monday, September 6 - Labor Day  
Thursday, November 11 - Veterans Day  
Monday, November 22 - Board Holiday (in lieu of Lincoln’s Day)  
Tuesday, November 23 - Board Holiday (in lieu of Admission Day)  
Wednesday, November 24 - Board Holiday  
Thursday, November 25 - Thanksgiving Day  
Friday, November 26 - Board Holiday  
Wednesday, December 22 – Board Holiday  
Thursday, December 23 – Board Holiday  
Friday, December 24 - Board Holiday/Christmas Day  
Friday, January 31 - Board Holiday/New Year’s Day  
Monday, January 17 - Dr. Martin Luther King Jr. Day  
Monday, February 21 - Presidents’ Day  
Friday, April 1 – Board Holiday  
Monday, May 30 - Memorial Day

- 8.4 Employees who have recess(es) during Spring or Winter shall be paid for holidays which occur in any such recess(es), providing the employee is in paid status during any portion of their assigned workday immediately preceding or succeeding said recess period. Labor Day shall be a paid holiday regardless of whether the employee works the day before or after.
- 8.5 Any holiday agreed to in Section 8.3 which is found to be in conflict with either statute or executive decree will be changed to be consistent with that statute or decree.
- 8.6 The District agrees to provide one additional non-work day during the Winter Break to compensate for years in which there are more than 244 possible work days.
- 8.7 As the District has reached a consensus with the certificated bargaining unit on the calendars, District representatives will meet with CSEA to finalize the placement of holidays on those calendars. When mandatory vacation days are needed to close the District for one week of the Winter Recess,-the employee may take these mandatory days as vacation or unpaid leave.

## **ARTICLE 9 - VACATION BENEFITS**

- 9.1 All regular classified employees, permanent and probationary, shall earn vacation at the prescribed rate as part of their compensation.
- 9.2 Vacation benefits are earned on a fiscal year basis, July 1 - June 30.
- 9.3 New employees must complete their probationary period before they are eligible to use their earned vacation leave.
- 9.4 Employees assigned to a work year of less than twelve (12) months and all part-time employees shall be entitled to vacation benefits on a prorated basis. The salary equivalent for the vacation days accrued during their work period will be prorated over the year and included in the monthly warrants.
- 9.5 Accumulation (Schedule for earning vacation benefits)
- 9.5.1 For one (1) to four (4) years service, vacation shall be earned at the rate of ten (10) working days per year (5/6 days per month).
- 9.5.2 For five (5) through nine (9) years service, vacation shall be earned at the rate of fifteen (15) working days per year (1-1/4 days per month).
- 9.5.3 After nine (9) years service, vacation shall be earned at the rate of twenty (20) days per year (1-2/3 days per month).
- 9.6 Vacation Leave Accrual
- 9.6.1 Employee's vacation may not be accrued in excess of thirty days as of June 30th each fiscal year.
- 9.6.2 When work requirements prevent an employee from taking vacation leave, the employee may elect financial compensation for not more than one (1) work week and vacation leave for such payment shall be canceled.
- 9.6.3 Vacation accrual total will be monthly and given to employees on the last working day of each month.
- 9.6.4 Years of service shall be based upon date of hire (first day of paid service).
- 9.7 Vacation Scheduling
- 9.7.1 District program needs, seniority, equity, and employee preference shall be considered in developing vacation schedules.

- 9.7.2 Annually, vacation schedules shall be developed to meet the needs of each department, with employees not being restricted from vacation unless the employee's absence adversely affects the department's work requirements.
- 9.7.3 The Governing Board may allow permanent classified employees to interrupt vacation to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and supporting information regarding the basis for such interruption or termination to the Assistant Superintendent of Personnel or designee. This will include the probable duration of the requested leave.
- 9.7.4 Unusual circumstances may allow for modification of vacation schedule if mutually agreed upon by employee and supervisor.
- 9.7.5 Earned vacation may be taken at the mutual convenience of employer and employee.
- 9.8 Compensation for Accumulated Leave for Employees Whose Services Terminate
  - 9.8.1 Upon termination an employee shall be compensated for accumulated vacation leave at the rate of pay in his/her regular assignment.
- 9.9 Holidays that Occur During Vacation Schedule
  - 9.9.1 If a Board approved holiday falls within a scheduled vacation period, the holiday will not be charged as a vacation day for the employee.
- 9.10 An Employee in Paid Status
  - 9.10.1 An employee in paid status for at least one-half (½) the working days in a month shall be granted vacation days as per schedule. An employee working less than one-half (½) the working days in a month shall have his/her vacation prorated based upon the ratio of days worked to days assigned.

## **ARTICLE 10 – LEAVES**

- 10.1 Sick Leave
  - 10.1.1 Every employee employed five (5) days a week by the school district shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service.

- 10.1.2 An employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12) for a full fiscal year of service.
- 10.1.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full school year service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 10.1.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence 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 (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months active service with the District.
- 10.1.5 If such employee does not take the full amount of leave allowed in one year under this section, the amount not taken shall be accumulated from year to year.
- 10.1.6 All unit members who serve an entire school year and use one (1) or less sick leave days during the school year, shall be credited with five (5) additional days of sick leave; those who have used more than one (1) and not more than two (2) sick leave days, shall be credited with four (4) additional days of sick leave; those who have used more than two (2) and not more than four (4) sick leave days, shall be credited with three (3) days of sick leave.
- 10.1.7 Upon resignation after a minimum of ten (10) years of service, including Board approved leave, in the District immediately prior to resignation, an employee who does not contribute to PERS at the time of resignation will be compensated for accumulated sick leave based on the following table:
- 10.1.7.1 Employees that have accumulated an average of five (5) days per year during their years of service will be compensated at the current hourly rate for 30% of the accumulated sick leave.

10.1.7.2 Employees that have accumulated an average of six (6) days per year during their years of service will be compensated at the current hourly rate for 40% of the accumulated sick leave.

10.1.7.3 Employees that have accumulated an average of seven (7) days per year during their years of service, will be compensated at the current hourly rate for 50% of the accumulated sick leave.

#### 10.1.8 Sick Leave Abuse

Certain usage patterns could indicate an inappropriate use of the sick leave provision. When such a pattern exists the Association shall be notified and the District will explore the cause and counsel the unit member if appropriate. The District reserves the right to request physician verification.

### 10.2 Maternity Leave

10.2.1 The District shall, upon request, grant an unpaid leave of absence not to exceed one (1) year to any pregnant employee.

10.2.2 In order to qualify for maternity leave the employee must submit a statement from her physician verifying her pregnancy and estimating the date of delivery.

10.2.3 The employee may use accumulated sick leave for any illness or disability resulting from pregnancy.

10.2.4 The pregnant employee may continue to work as long as her health will permit, as certified by her physician, provided that she can safely and completely perform all of her required duties.

10.2.5 The Associate Superintendent, Personnel Services or designee will approve the return to work only after receiving written certification by the employee's physician that the employee can safely and completely perform all of the duties in her assigned position.

10.2.6 The employee may return to work only with authorization from the Personnel Office to the employee's supervisor.

### 10.3 Personal Necessity Leave

10.3.1 Employees may elect to use up to seven (7) days of accumulated sick leave in any one (1) school year for the following purposes:

- 10.3.1.1 Death of a member of his/her immediate family (this would be in addition to normal bereavement leave).
  - 10.3.1.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family, of such an emergency nature that the immediate presence of the employee is required during his/her work day.
  - 10.3.1.3 Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - 10.3.1.4 Serious or critical illness of a member of the immediate family, calling for the services of a physician, and of such emergency nature that the immediate presence of the employee is required during his/her work day.
  - 10.3.1.5 Personal business that cannot be taken care of before or after duty hours or on Saturdays or Sundays. Personal necessity may be used for field trips or other school related purposes but shall not be used for recreational or entertainment purposes.
- 10.3.2 Employees electing to use accumulated sick leave for any of the above purposes shall submit a request in writing to their supervisor or designee stating the reasons for the absence with the dates of absence to be covered. District forms for this purpose shall be available at each work site. The request should be submitted before the leave is taken, if possible, but shall be submitted within seventy-two (72) hours upon returning.
- 10.3.3 Rationale for approvals and denials shall be consistent and equitable. An employee may appeal a denial by the Associate Superintendent, Personnel Services to the Superintendent or his/her designee.
- 10.3.4 In the event of serious or extended illness of children, spouse, domestic partner or parents of the employee, or the need to attend a funeral, up to seven (7) additional days may be granted, upon request by the Superintendent or designee. Requests for additional days should be in writing, or by phone in the case of an emergency, to the Personnel Department.

#### 10.4 Bereavement Leave

- 10.4.1 Employees shall be granted a maximum of three (3) days leave or five (5) days if travel beyond a radius of 250 miles is required, on full pay, in the event of the death of a member of the immediate family.
- 10.4.2 Member of immediate family as used in this section means one of the following: mother, father, stepmother, stepfather, grandmother, great grandmother, grandfather, great grandfather, spouse, domestic partner, son, daughter, stepchild, brother, sister, niece, nephew, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, grandchild, great grandchild of the employee or the spouse, domestic partner or any other person living in the immediate household of the employee. Any addition to the definition of members of the immediate family allowed for bereavement to other employee groups will also be added to this section of the agreement.
- 10.4.3 For leave granted under this provision, no deduction shall be made from salary or sick leave.
- 10.4.4 Bereavement leave must be initiated within five (5) days of the death involved or within (5) days of the funeral/memorial service.
- 10.4.5 In unusual situations, the supervisor may recommend to the Associate Superintendent, Personnel Services or designee that 10.4.4 be waived by the District.

#### 10.5 Unpaid Leaves of Absence

- 10.5.1 Employees may, at the discretion of the Board of Education, be granted a leave of absence, without pay, for not more than one (1) year. Leave taken under this provision may be extended by the Board of Education at its discretion. Time spent on unpaid leave of absence does not count toward seniority or salary advancement.
- 10.5.2 Short Term Leave: Members may be granted up to fifteen (15) days of leave of absence without pay at the discretion of the Superintendent or designee. The request for short-term leave shall be made in writing to the Superintendent or designee thirty (30) days prior to leaving, whenever possible. Time spent on short-term leave of absence does not count toward seniority or salary advancement.

10.5.3 Child-Rearing Leave: The Board will, upon request, provide a male or female member who is a natural or adopting parent an unpaid leave of absence, not to exceed one (1) school year, for the purpose of rearing his/her infant or in preparation for childbirth or adoption. The member must request the leave at least four (4) weeks before the proposed commencement except in the case of adoption. At least four (4) weeks prior to returning to work, the member on leave must inform the Assistant Superintendent, Personnel of intent to return. Child rearing leave must commence within ninety (90) district office workdays of the birth or adoption of the child. Time spent on child-rearing leave of absence does not count toward seniority or salary advancement.

10.5.3.1 Unit members who have served at least one (1) year of continuous service in the district may take up to 12 weeks of child rearing leave in a "rolling" 12-month period measured backward from the date a unit member uses child rearing leave. It does not run concurrently with Family Medical Leave.

10.5.4 An employee who does not return at the expiration of their leave may, ten (10) work days following the expiration of the leave, be deemed a voluntary resignation and his/her employment may be terminated by the District.

## 10.6 Industrial Accident or Illness Leave

10.6.1 Employees are responsible for immediately reporting an industrial injury or illness to the immediate supervisor or an administrator and complete the necessary forms provided by the supervisor or an administrator. Members shall be granted paid leave for absences caused by industrial injury or illness pursuant to Workers Compensation rules and approval. The District may require verification of the need for leave in writing from a doctor or may utilize the written opinion(s) of medical experts.

10.6.1 Employees shall be entitled to no more than sixty (60) days leave under this provision in any one school year.

10.6.2 Leave allowable under this provision shall not be accumulated from year to year.

10.6.3 Leave under this provision shall commence on the first day of absence.

10.6.4 Total monthly reimbursement under this provision shall not exceed the employee's full salary, including his/her temporary disability indemnity and the portion of monthly salary paid by the District.

- 10.6.5 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 10.6.6 When an Industrial Accident or Illness Leave overlaps into the next school year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 10.6.7 During any paid leave of absence under this provision, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 10.6.8 Employees are not eligible for benefits under this provision until they have completed six (6) months of continuous service.
- 10.6.9 The accident or illness must have arisen out of the course of the employment of the employee and must be accepted by the District Workers Compensation Administrator as a bona fide injury or illness arising out of and in the course of employment in the District.
- 10.6.10 When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When medically available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case, he/she shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list, who has been medically released for return to duty and who fails to accept an appropriate assignment, may be terminated.
- 10.6.11 Modified Work Program: The District and CSEA recognize the desirability of bringing employees back to full service as quickly and efficiently as possible; accordingly, the parties recognize that there may arise instances where a partial return is an appropriate intermediate step. This obligation and the outlined steps below do not impose upon the District a duty to create or substantially redefine a position or its duties.

The District is not required to reinstate an employee who cannot perform the essential functions of his/her position.

10.6.12 When a unit member with an industrial accident or injury is determined by the responsible physician to be able to return to work with restrictions, the following shall occur:

10.6.12.1 A conference will be held to include the unit member, the unit member's supervisor and a representative of Personnel to determine if the unit member can return to their regular job within the restrictions. A CSEA representative may be present if requested by the unit member. Any dispute regarding the unit member's ability to perform essential duties of the position shall be resolved by the unit member's treating physician based upon an examination of the unit member's job description. If the physician decides that he or she cannot render a "fit for duty" opinion, then, in that event the dispute may be referred to an independent medical examination paid for by the District.

10.6.12.2 If it is determined that the unit member cannot perform their regular assignment, consideration will be given to a modified position at the regular worksite, for which the unit member is qualified and within the restrictions, which the unit member could fill on a temporary basis.

10.6.12.3 Should no appropriate assignment be available at the unit member's regular worksite, a temporary assignment for which the unit member is qualified within the restriction may be identified elsewhere in the District for the unit member.

10.6.12.4 Refusal of an assignment within the physician's restrictions will stop leave eligibility if the offered assignment is the same number of hours as the unit member's normal assigned hours.

10.6.12.5 The unit member shall be paid the same hourly rate of pay as though the unit member was working the unit member's normal assignment; or the hourly rate of the applicable classification if different from the unit member's regular hourly rate.

## 10.7 Additional Leave for Non-Industrial Accident or Illness: Reemployment Preference

10.7.1 An employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or

unpaid, not to exceed six (6) months. The Board may renew the leave of absence paid or unpaid, for two additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.

10.7.2 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this section, and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits, and burdens of a permanent employee.

10.7.3 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

10.7.4 If at any time during the prescribed thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment, subject to the rights of employees who were laid off and who have reemployment rights.

## 10.8 Extended Sick Leave

10.8.1 When an employee is absent from his/her duties by reason of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from his/her salary shall not exceed the sum which is paid a substitute employed to fill his/her position during his/her absence.

10.8.2 Sick leave under this section shall be considered "entitlement to other sick leave" for the purpose of computing industrial accident or illness leave if the absence is for industrial illness or accident and shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted.

10.8.3 The leave provided for herein shall commence upon the expiration of such other paid leaves.

## 10.9 Family Care Leave

10.9.1 Employees will be entitled to family care leave according to the provisions of applicable federal and state statutes. This provision shall apply to both part-time and full-time employees.

10.9.1.1 Family Medical Leave Act (FMLA)

10.9.1.1.1 The FMLA requires that the employer provide health coverage benefits to the employee who meets the applicable federal and state requirements during the approved leave of absence without pay for an approved family illness.

10.9.1.2 Family Illness Leave

10.9.1.2.1 California Labor Code section 233 outlines circumstances in which employees will be allowed to use sick leave to attend an illness of a child, parent, or spouse or domestic partner. The District shall permit employees to use the entitlement in accordance with the law, which includes the use of sick leave entitlement, "...in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement..." per calendar year.

10.9.1.3 Eligible employees are entitled to Paid Family Leave (PFL) program that is separate and distinct from a claim for State Disability Insurance (SDI).

10.10 Jury Duty and Court Witness Leave

10.10.1 Upon notification of jury duty, the employee shall immediately inform his/her immediate administrator and the Personnel Office.

10.10.2 Employees who are called for jury duty shall be granted leave with pay.

10.10.3 Juror's fees, exclusive of mileage, received by the employee, shall be paid to the District. The employee shall not be required to pay the District any sums received by the employee from the court for parking fees.

10.10.4 An employee appearing in court as litigant may use personal necessity leave.

10.10.5 Any night shift employee who serves at least four hours of jury duty shall be entitled to jury duty leave for such day.

10.11 Association Leave

- 10.11.1 Up to six (6) unit members may take up to a total of five (5) days each of paid leave in any one school year for the purpose of attending Association conferences, subject to the conditions set forth below.
  - 10.11.1.1 If the District hires a substitute for the employee on Association leave, the Association shall reimburse the District for the cost of the substitute.
  - 10.11.1.2 Any request for such leave shall be submitted to the Superintendent or designee at least ten (10) days in advance of the absence and shall be accompanied by a request by the Association President that such leave be approved.
  - 10.11.1.3 The leave provided for herein shall not accumulate from year to year.
  - 10.11.1.4 Only one (1) Association representative per class or department may utilize Association leave at any one time.

10.12 Catastrophic Illness or Injury Leave

- 10.12.1 A donor unit member ("donor") may donate eligible sick leave credits to a recipient unit member ("recipient"), who has a catastrophic illness or injury. Donations of sick leave credits shall be in accordance with the provisions of the Education Code section 44043.5 and this section of the contract.
- 10.12.2 Definitions: The following definitions shall apply to this section of the contract:
  - 10.12.2.1 "Catastrophic illness or injury" means an illness or injury which on the basis of medical opinion, is expected to incapacitate the recipient from working for a period of sixty (60) or more consecutive calendar days.
  - 10.12.2.2 "Eligible sick leave credits" means fully paid leave of absence for illness or injury accrued by a donor in the performance of service for the District.
- 10.12.3 Eligible sick leave credits may be donated by a donor to a recipient only if all of the following conditions are met:
  - 10.12.3.1 The recipient or his or her spouse, guardian, conservator, attorney, or other duly authorized person submits a written request to the

District requesting such sick leave credits. The request shall be accompanied by written medical verification, satisfactory to the District, that the recipient has an illness or injury which is expected to incapacitate him or her from working for a period of (60) or more consecutive calendar days.

- 10.12.3.2 The recipient has exhausted all vacation leave, fully paid leave of absences for illness or injury, and other fully paid leave. An employee on differential pay is eligible to receive prorated leave donations.
- 10.12.4 If a request for donation of eligible sick leave credits is approved by the District, unit members shall be given notice of the request as follows: The District shall notify CSEA of the approved request and shall send written notice of the approved request to each work site for posting and/or distribution to employees. The notice will be posted for thirty (30) days, after which donations will not be accepted pursuant to that donation request. An employee may not make a request for donation more than once in a twelve (12) month period.
- 10.12.5 Pursuant to a notice of a request for donation of eligible sick leave credits, a donor may, upon signed written notice to the District donate eligible sick leave credits for use by the recipient subject to the following conditions and limitations:
  - 10.12.5.1 A donor may offer to donate up to five (5) days (in hourly equivalents) of eligible sick leave credits, provided he or she has not less than (10) days in hourly equivalents of sick leave credits remaining after making such donation. The offer to donate shall be in writing on a District-prescribed form and shall state the name of the donor, the name of the recipient, the number of days of eligible sick leave credits offered for donation, and the expiration date of the offer to donate sick leave credits.
  - 10.12.5.2 Eligible sick leave credits may be donated in minimum increments of one (1) day (in hourly equivalents) with out regard to rates of pay.
  - 10.12.5.3 Offers to donate eligible sick leave credits shall be recorded in order of receipt. Donations will be made in order of receipt. Such offers and actual transfers of sick leave credits shall be confidential.

- 10.12.5.4 A recipient may use donated eligible sick leave credits for catastrophic illness of injury for a maximum period of twelve (12) consecutive months for any one catastrophic illness of injury.
- 10.12.5.5 Actual transfers of eligible sick leave credits from a donor to a recipient are irrevocable. Eligible sick leave credits which are not used in full by a recipient on or before the expiration date of the offer, however, shall be returned to the donor.
- 10.12.5.6 A recipient shall use any sick leave credits that he or she continues to accrue on a monthly basis, prior to using donated sick leave pursuant to this section.
- 10.12.5.7 Donations under this article shall in no way affect the sick leave bonus as per Article 10, number 1, f.
- 10.12.5.8 Employees, at the time of retirement, may leave up to four (4) Catastrophic Leave donation forms, with up to five (5) eligible days of sick leave credit per form on file with the District. The District will keep the forms on file for three (3) years. The forms will include the address and phone number of the retired employee to allow the retired employee to approve or deny a request to use the donated sick leave days. The retired employee may also grant the Association permission to approve the use of the days on his or her behalf.

## **ARTICLE 11 - TRANSFER/VACANCIES**

### 11.1 Definitions:

- 11.1.1 A transfer is defined as a change of job site within the same position classification.
- 11.1.2 A vacancy is defined as any bargaining unit position that does not have a unit member assigned to it.
- 11.1.3 A voluntary transfer is any change in assignment initiated by the unit member.
- 11.1.4 An involuntary transfer is any change in assignment initiated by the District.

### 11.2 The following criteria shall be used in consideration of transfer requests:

- 11.2.1 The needs and efficient operation of the District.
  - 11.2.2 The contribution the employee can make in the new position.
  - 11.2.3 The qualifications, including experience and recent training of the employee, compared to those of other candidates for the position to be filled and the position to be vacated.
  - 11.2.4 The length and quality of the service rendered to the District by the employee.
  - 11.2.5 Letters of recommendation.
  - 11.2.6 The preference of the employee.
- 11.3 Any employee covered by this Agreement may request a transfer to a job location within the same position classification, subject to the following conditions.
- 11.3.1 Submit a request for transfer on the appropriate District form to the Personnel Department. Properly filed transfer requests shall be given administrative consideration and shall be in effect for the school year in which it was submitted and the following school year.
  - 11.3.2 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.
  - 11.3.3 An employee may request transfer to a vacancy within his/her classification that represents a longer work schedule, and such requests shall be given priority consideration subject to the criteria section of this Article.
  - 11.3.4 Unit members may submit a request for a “Job Change” application for a position for which he or she is eligible in advance of a vacancy. This request shall be in effect for the school year in which it was submitted and the following school year.
- 11.4 A transfer may be made by the District at any time for any of the following reasons:
- 11.4.1 In order to balance the classified staff of the District by considering factors including, but not limited to experience, cultural background, and language ability.

- 11.4.2 A change of enrollment or work load necessitating transfer of employees.
- 11.4.3 Improved efficiency of the District.
- 11.5 An employee may request of the Associate Superintendent or his/her designee a conference or a written statement regarding reasons for the involuntary transfer.
- 11.6 During the school year, upon knowledge of a vacancy, notice of the vacancy shall be sent to members via e-mail and posted on the district's web site by the district. The postings for unit members will be for five (5) working days first for transfers, then for employees eligible to apply and then open to outside applicants.
  - 11.6.1 During the summer months, notices of vacancies shall be updated weekly on the District's web-site. In addition the district will mail via U.S. postal service on or before the first (1<sup>st</sup>) of August at least one vacancy notification to all returning unit members.
- 11.7 Hiring Practices
  - 11.7.1 Current employees who are qualified to fill a vacancy shall be given priority consideration.
  - 11.7.2 During the first six (6) months a person is employed with the District, that employee will be considered on probationary status and will not be eligible to transfer nor able to apply for another vacancy.
  - 11.7.3 Permanent employees who transfer or accept a vacancy are considered probationary in the new position for a period of six (6) months and can be returned to their previous job classification during this probationary period. However, permanent employees in a new position during the probationary period are able to apply for other transfers or apply for other vacancies during this probationary time period.
  - 11.7.4 Vacancies are open to all current employees eligible for transfer or eligible to apply before the vacancies are open to outside applicants.
  - 11.7.5 The Associate Superintendent, Personnel Services or designee and the CSEA President or designee will confer and mutually select the CSEA representative(s) that will participate on the interview panel (this will be reviewed at the beginning of every school year or as needed throughout the year). A CSEA member shall be included on each CSEA interview panel.

## **ARTICLE 12 – GRIEVANCE**

### 12.1 Definitions:

12.1.1 A “Grievance” is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

12.1.2 “Grievant” means; a unit member, a group of unit members, or the Association who files a grievance.

12.1.3 A “day” is any day in which the Educational Services Center is open for business.

### 12.2 The purposes of this procedure are:

12.2.1 This grievance procedure shall be used to process and resolve grievances arising under this agreement.

12.2.2 To equitably resolve grievances informally at the lowest possible level, and to provide an orderly procedure for reviewing and resolving grievances promptly.

### 12.3 Time Limits:

12.3.1 Every effort shall be made to complete action within the time limits contained within the grievance procedure.

12.3.2 Time limits at each level may be extended only by written agreement of the parties.

12.3.3 If time limits at any step in the procedure are not met by the grievant, the grievance will be considered forfeited and the process will be terminated.

12.3.4 If time limits at any step in the procedure are not met by the District, at that step the grievance will automatically proceed to the next level in the procedure.

12.3.5 By request of either the grievant or the District, timelines at Levels I & 2 herein shall be suspended during the winter, spring or summer recesses.

### 12.4 Procedure:

12.4.1 Level One: Informal Grievance: (Immediate Supervisor)

12.4.1.1 The grievance shall be discussed with the immediate supervisor in an attempt to resolve the grievance informally at the lowest level.

12.4.2 Level Two-Formal Grievance (Immediate Supervisor):

12.4.2.1 If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated within twenty (20) days after the event or circumstances occasioning the grievance.

12.4.2.1.1 A formal grievance shall be initiated in writing on the form prescribed by the District, submitted to the Grievance Committee for approval, and shall be filed with the immediate supervisor. A copy of the form will be sent to the Chapter President who will then forward it to the CSEA Labor Representative and the Grievance Committee. The Committee shall be made up of three (3) CSEA members, preferably job stewards. The form shall be completed to show the following:

12.4.2.1.2 grievant's name and work location

12.4.2.1.3 grievant's job title,

12.4.2.1.4 the date the grievance was delivered to the immediate supervisor,

12.4.2.1.5 the article of the Agreement alleged to have been violated, misapplied, or misinterpreted,

12.4.2.1.6 the circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names, and places as appropriate),

12.4.2.1.7 the remedy sought by the grievant, and

12.4.2.1.8 the name of the representative, if any chosen by the grievant.

12.4.2.2 Within (10) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

12.4.2.3 Within twenty (20) days after the grievant knew or could reasonably be expected to know of the action, occurrence, or condition giving rise to the grievance, the grievant shall submit the grievance in writing to his/her immediate supervisor.

- 12.4.2.4 Within ten (10) days after receipt of the grievance by the immediate supervisor, any necessary hearings must be held.
- 12.4.2.5 Within ten (10) days after the conclusion of any necessary hearings, a written decision shall be rendered and a copy shall be provided to the grievant.
- 12.4.3 Level Three- Formal Grievance/Appeal – (Superintendent)
- 12.4.3.1 If the grievant is not satisfied with the decision rendered at Level II, s/he may appeal the decision within ten (10) days to the Grievance Committee for approval, to the Superintendent or his/her designee. A copy of the form will be sent to the Chapter President who will then forward it to the Labor Representative and Grievance Committee.
- 12.4.3.2 The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of reasons for the appeal. Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall complete the investigation of the grievance.
- 12.4.3.3 Within five (5) days after the investigation is completed, a decision shall be given in writing to the grievant.
- 12.4.4 Level Four-- Formal Grievance – (Arbitration)
- 12.4.4.1 If the Association is not satisfied with the decision rendered at Level III, it may, by request in writing, submit the grievance to binding arbitration within (10) days to the Labor Representative who will then send it on to the Field Director for approval.
- 12.4.4.2 Within five (5) days after receipt of the request for arbitration, the District shall request the California Conciliation Service to submit a list of five (5) arbitrators. Either party may reject one list.
- 12.4.4.3 Within five (5) days after receipt of the final list of arbitrators, the parties shall confer and alternately strike names from the list until only one (1) remains. That person shall act as the arbitrator.
- 12.4.4.4 The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the arbitrator shall

prepare a decision listing the issues, the pertinent facts found, and his/her conclusions.

12.4.4.5 The decision of the arbitrator shall be binding and shall be submitted to the Superintendent and the Association. 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 not in a District facility shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

12.4.4.6 The arbitrator shall limit his/her decision strictly to the violation, interpretation, or application of specific articles and sections of this agreement and shall be without power or authority to add to, delete from, or modify the terms of this Agreement.

12.4.4.7 With respect to any grievance or group of grievances on the same issue, no arbitrator(s) shall have the authority to make an award(s) or decision(s) which is binding in excess of \$15,000. Any amount of an award over \$15,000 shall be advisory and subject to the final decision of the Board of Education. The foregoing provision shall not preclude the filing of a court action.

#### 12.4.5 Miscellaneous

12.4.5.2 Response – If the District fails to respond to a grievance within the time limits specified for Level I, the grievant shall have the right to appeal to Level II. If the District fails to respond to a grievance within the time limits specified for Level II, the grievant may appeal to Level III. A pre-arbitration conference shall be held to attempt settlement of the issue.

12.4.5.3 Conference – Upon request, grievant(s) shall have the right to a conference, at each level.

12.4.5.4 Records – All records of the proceedings shall be retained by the Personnel Department in a file other than the official personnel record.

12.4.5.5 Reprisals – No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

- 12.4.5.6 Representation – Each party may be accompanied by a representative (job steward) of their choice at all levels of the grievance procedure.
- 12.4.5.7 Pay – A grievant, representative, or witnesses required to attend a grievance hearing during the work day shall not suffer any loss of pay.
- 12.4.5.8 Time Limitations – Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 12.4.5.9 The District shall not resolve a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given seven (7) days to respond.

**ARTICLE 13 - EVALUATION PROCEDURES**

13.1 Frequency of Evaluation

- 13.1.1 Probationary employees shall be evaluated before the end of their fifth (5th) month of service. At the end of the fifth (5th) month of service, the supervisor shall, in writing, provide the Personnel Office and the employee with a statement as to whether the employee is recommended for permanency at the end of the six-month probationary period.
- 13.1.2 Permanent employees shall be evaluated at least once every two school years. The evaluator may evaluate a permanent employee more frequently, but not more frequently than three times in any one school year, if the evaluator detects a drop in performance or unacceptable performance.
- 13.1.3 The terms "evaluation" and "evaluate" as used herein mean the completion by the evaluator of a Classified Evaluation Report Form.
- 13.1.4 Nothing in sections 13.1.1, 13.1.2 above shall preclude an evaluator or other supervisor from documenting, in writing, deficiencies in an employee's work related performance.

13.2 Orientation

- 13.2.1 At the time of employment, an employee shall be given copies of the following:

- 13.2.1.1 Applicable Job Description
- 13.2.1.2 Guide to Classified Employee Evaluation
- 13.2.1.3 Classified Evaluation Report Form

13.2.2 Thereafter, at each planning conference, the employee shall be given a copy of any revision to any of the foregoing documents.

### 13.3 Planning Conference

The evaluator may schedule planning conferences for evaluation purposes at his/her discretion. At least one (1) planning conference shall be held prior to completion of a Classified Evaluation Report Form. The evaluator and employee shall reduce position goals and objectives to writing at the planning conference. If they cannot agree on goals and objectives, the Superintendent or designee shall prescribe the goals and objectives. If the employee's previous overall summary evaluation was "Not Meeting District Standards," the evaluator shall make recommendations for improvement. The recommendations for improvement shall include timelines and provisions for follow-up.

### 13.4 Evaluation Conference

The evaluator and employee shall meet to discuss the evaluation. Upon written request, the employee may have an additional conference with the Superintendent or designee, evaluator, and evaluator's supervisor to discuss the evaluation.

The written request shall include specific reasons for the request and shall specify the portions of the evaluation to be discussed.

### 13.5 Evaluation Records

13.5.1 The employee shall be permitted to review his/her personnel file. Except as otherwise provided herein, such review normally shall not occur during work hours.

13.5.2 A copy of the evaluation shall be provided to the employee who shall sign to indicate receipt.

13.5.3 Information of a derogatory nature, excluding ratings, reports or records which (1) were obtained prior to the employment of the employee; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional opportunity, shall not be entered in the employee's personnel file until the employee is given written notice that such material will be entered. Following such notice,

the employee shall have fifteen (15) calendar days to review and have attached the employee's comments concerning such material. Such review may take place during the employee's regular workday without loss of compensation.

- 13.5.4 Upon written request, an employee who has received an evaluation that he/she is "not meeting district standards" shall be given copies of any documents in support of the evaluation.
- 13.5.5 An evaluation or document which is not filed in the District personnel file may not be used in support of a disciplinary action. Documents or evaluation more than twenty-four (24) months old may not be used in support of a disciplinary action.
- 13.6 Complaints Against Employees
  - 13.6.1 Any written complaint about an employee shall be communicated to the employee by the Superintendent of his/her designee within twenty (20) workdays of the time the Superintendent or his/her designee receives the complaint. This requirement shall not apply to a complaint which is the subject of a police investigation.
  - 13.6.2 Upon being notified of such complaint, the employee may request a meeting with the complainant and the Superintendent of his/her designee, and if such request is made, the Superintendent or his/her designee shall make a reasonable effort to schedule such a meeting.
  - 13.6.3 Complaints shall not be entered in the personnel file except in accordance with paragraph 13.5.3 above.
- 13.7 The judgments reached by the evaluator shall not be subject to the grievance procedure.
- 13.8 No unit member will be an evaluator.
- 13.9 An evaluator must verify the accuracy of any negative information provided to him or her by other persons before it is used in an observation or evaluation.
- 13.10 All documentation and/or communications pertaining to a unit member's performance shall be kept confidential.

## **ARTICLE 14 - LENGTH OF SERVICE**

- 14.1 Length of service for all employees shall be determined by hire date. Periods during which an employee is on unpaid leave shall be deducted when calculating length of service.

## **ARTICLE 15 - SAFETY CONDITIONS**

- 15.1 The District shall make reasonable provision for the safety of employees. Any employee who identifies unsafe or potentially unsafe working conditions shall report them immediately to the supervisor in charge.
- 15.2 Persistently unsafe conditions shall be reported to the District Safety Committee for review and investigation.
- 15.3 The District Safety Committee shall be composed of two (2) members appointed by the California School Employees Association, and two (2) members appointed by the Superintendent. This Committee shall meet at least six (6) times each year.
- 15.4 The District Safety Committee shall review District safety conditions and make written recommendations to the Superintendent.
- 15.5 A claim for damages to a unit member's medically prescribed eyeglasses, hearing aid, or dentures will be reimbursed by the district after documentation of the incident and submission of a claim. Once the claim is approved, reimbursement will be made after the submission of a receipt for the replaced item(s). Reimbursement is subject to the approval of the superintendent or designee. Reimbursement will not be provided if the loss is determined to be due to the negligence of the employee.
- 15.6 A fund of \$2,000 per year will be allocated to reimburse unit members for out-of-pocket expenses resulting from damage to their automobiles caused by vandalism which occurs on school district property or while in the performance of the unit member's job. Claims for reimbursement under this provision must be accompanied by a copy of a police report and evidence of the expenses involved. All claims submitted under this provision will be reserved until June 30 of the applicable year. The \$2,000 will then be divided proportionately among all eligible claimants. A claim submitted after June 30 for damage which occurred before June 30 will be considered for reimbursement during the year in which it was submitted. The maximum reimbursement will be \$500.00 per unit member.

## **ARTICLE 16 - ORGANIZATIONAL RIGHTS/DUES DEDUCTION**

### **16.1 Organizational Rights**

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

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

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

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

- 1) Red Cross
- 2) Make a Wish Foundation
- 3) American Cancer Society
- 4) Shelter Against Violent Environments

16.1.5 Any worker claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the worker shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments. Request for religious exemption must be sent to CSEA Headquarters, P.O. Box 640, San Jose, CA 95106, Attention: Chief Legal Council

### **16.2 Dues and Service Fee Deductions**

- 16.2.1 CSEA has the sole and executive right to have employee organization membership dues and service fees deducted by the employer for workers in the bargaining unit.
- 16.2.2 The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all workers who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the worker.
- 16.2.3 The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of workers whose request for religious exemptions pursuant to this agreement have been approved by CSEA.
- 16.2.4 Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 16.2.5 Nothing contained herein shall prohibit a worker from paying service fees directly to CSEA.
- 16.2.6 The employer shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 16.2.7 The employer shall deduct and pay to CSEA service fees for each bargaining unit worker who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the worker is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such a deduction.
- 16.2.8 The employer shall remit the chapter local dues directly to Chapter 61. The employer shall not deduct local chapter dues from workers who maintain a service fee payer status.

### 16.3 Hold Harmless Provision

- 16.3.1 CSEA agrees to reimburse the employer, it's officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.
- 16.3.2 CSEA agrees to reimburse the employer, it's officer and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provision of this agreement or the implementation thereof, provided the employer has complied with the terms of the Article and has promptly notified CSEA of it's awareness of such action.
- 16.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defined, tired or appeal.

## **ARTICLE 17 - DISTRICT RIGHTS**

- 17.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers is the right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the type and level of service to be provided and the method 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 and type of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and contract out work under the Education and Government Codes. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate, and discipline employees.
- 17.2 The exercise of the District's rights, authority, duties, and responsibilities; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with the law.
- 17.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this agreement in emergency circumstances arising from unforeseen events or an act of God. Such changes, if any, will remain in effect only for the duration of the emergency.

## **ARTICLE 18 - DISCIPLINE OF PERMANENT UNIT MEMBERS:**

- 18.1 Grounds for discipline of any employee include, but are not limited to the guidelines specified in Board Policy #P-4330 (Disciplinary Action) and applicable law. The District recognizes the generally established principles of progressive discipline and intends to apply them when appropriate under the particular set of facts and circumstances involved. This provision does not limit the District's discretion under Article 17, District Rights, and other provisions of this Agreement related to the hiring, classification, promotion, transfer, assignment, reassignment, evaluation, and discipline of bargaining unit members.
- 18.1.1 The unit member may request the presence of a CSEA Representative or an Association job steward at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.
- 18.1.2 A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. A unit member offered a disciplinary settlement by the District shall, if requested by the unit member, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.
- 18.1.3 All proceedings involving proposed discipline shall be private, and all parties shall keep the matter as confidential as reasonably possible under the circumstances.

## **ARTICLE 19 – TRANSPORTATION**

- 19.1 Bus Routes:
- 19.1.1 A list of established bus routes, including applicable hours, shall be posted at the Transportation Yard.
- 19.2 Bidding:
- 19.2.1 Bus drivers will bid on routes twice during the beginning of the school year.
- 19.2.2 First Bidding: Bidding on routes shall be done on the 2<sup>nd</sup> day of in-service, if available.
- 19.2.3 Second Bidding: A second bid will occur on/or about the 15<sup>th</sup> day of October, after the initial bid.

- 19.3 Vacancies:
  - 19.3.1 If a vacancy arises during the school year, drivers on routes below the seniority placement of the vacant route, shall re-bid on routes affected by the vacancy, and the re-bidding process.
  - 19.3.2 A vacancy occurs when a driver is terminated, takes a promotion, resigns, is unable to hold a position, or changes route. The vacancy shall be offered to all permanent drivers in order of seniority.
- 19.4 Not Present at Bidding
  - 19.4.1 Drivers not present at the bid, with the exception of “leaves” granted by the District, will be assigned the last available-route by the Transportation Coordinator.
- 19.5 Special Trips
  - 19.5.1 Special trips during school year (defined as no additional hours and compensation) are part of the route bid pursuant to 19.2.
  - 19.5.2 Special trips outside school (defined as additional hours and compensation) shall be assigned on the basis of availability, rotation, and seniority.
  - 19.5.3 Bidding on routes and assignment of special trips shall be subject to the authority of the Transportation Coordinator, to assign routes on the basis of the employee’s qualifications and District needs, to modify routes from time to time, and to change route assignments from time to time.
  - 19.5.4 Upon request, an employee is entitled to the reasons for such assignment, modifications, or change.
  - 19.5.5 Assignment of special trips pursuant to availability, rotation, and seniority shall be reflected on the “extra hour assignment boards.
- 19.6 Extra Hour Assignment Boards
  - 19.6.1 “Extra hour boards” shall include the following information:
  - 19.6.2 A list of those employees available for extra hour assignments, in descending order of seniority.

19.6.3 The current status of extra hour assignments based on the following symbolic system:

19.6.3.1 \*acceptance

19.6.3.2 "R" refusal

19.6.3.3 "A" absence

19.6.3.4 "P" passed

19.6.3.5 "CA" cancelled on arrival

19.6.3.6 "C" advanced cancellation, after assignment made but prior to trip date

19.6.3.7 "S" advanced forward

## 19.7 Assignment Boards

19.7.1 Two (2) separate assignment boards shall be established, one to cover weekday assignments, Monday through Friday, and one to cover weekend and holiday assignments resulting in additional hours and compensation.

19.7.2 These boards shall list drivers in descending seniority and shall not include the names of non-unit members (substitutes).

19.7.3 At the beginning of each school year during the first three weeks of school, a questionnaire shall be completed in writing by each individual driver as to his/her availability for extra hour assignments on weekdays, weekends, and holidays.

19.7.4 Any driver who responds with a negative answer shall be lined out as not available, on the appropriate board, and shall be eliminated for consideration when trips are assigned. Drivers are required to respond within 24 hours.

19.7.5 Any driver who desires to be reinstated for consideration for extra hour assignments shall submit a request in writing to the, Transportation Coordinator, on a form which shall be provided by the, Transportation Coordinator.

19.7.6 Any driver who is reinstated shall be placed in his/her appropriate position on the board(s) based upon respective seniority within 48 hours of receipt by the, Transportation Coordinator, of the above form.

## 19.8 Extra Hour Assignments - Weekends and Holidays

19.8.1 As trip requests are received which require transportation on weekends and holidays, and which are approved by the, Transportation Coordinator,

the appropriate assignment board is to be checked to determine which driver is next in line for the assignment.

- 19.8.2 As field trip requests for a Utility Truck are received which require transportation of band equipment on weekends or holidays, including and are approved by the, Transportation Coordinator, the appropriate assignment board is to be checked to determine which driver is next in line for the assignment.
- 19.8.3 Field trip requests requiring a Utility Truck on weekdays shall be exempt from established assignment procedure, unless such activity is scheduled to occur after, before, or between regularly scheduled runs and does not interfere with the completion of regularly scheduled runs.
- 19.8.4 Unscheduled Holidays, Weekends and Weekdays shall be recognized as district appointed Holidays ,Weekends and Weekdays.
- 19.8.5 Whenever possible, the driver shall be notified a minimum of five (5) days in advance of the trip.
- 19.8.6 Upon notification, the driver shall accept or refuse the trip by 12:00 p.m. on the day following notification of the trip.
- 19.8.7 Failure to respond within the above time shall constitute a rejection, and the trip shall be offered to the next driver on the board.
- 19.8.8 Upon acceptance, an "X" shall be placed in the appropriate date next to the driver's name.
- 19.8.9 Upon refusal, the letter "R" shall be placed next to the driver's name.
- 19.8.10 If the trip is refused, the next driver(s) in descending order of seniority shall be offered the trip until accepted.
- 19.8.11 If the trip is refused by all drivers and the next driver to be contacted is the original driver asked, the trip shall be offered to a substitute driver.
- 19.8.12 Should refusal continue through the substitutes, the Transportation Coordinator, or his designated representative shall implement his right and shall assign the trip on a non-voluntary basis.
- 19.8.13 A separate list shall be maintained for this purpose--dividing drivers into two categories.

- 19.8.14 "A" Drivers - Comprised of those drivers, in descending order of seniority, who are readily available for extra hour assignments.
  - 19.8.15 "B" Drivers - Comprised of those drivers, in descending order of seniority, who are not readily available for extra hour assignments.
  - 19.8.16 Non-voluntary assignments shall be made commencing with the "A" drivers starting with the least senior driver on a rotating basis. Should the number of trips exceed the number of available "A" drivers, trips will then be assigned to "B" drivers, starting with the least senior driver on a rotating basis.
- 19.9 Extra Hour Assignments – Weekdays
- 19.9.1 General - Weekday extra hour assignments shall follow the same procedures as weekend and holiday assignments.
  - 19.9.2 Whenever possible, the intended driver shall be notified a minimum of two (2) days in advance of the trip.
  - 19.9.3 Within the interval from 9:00 a.m. to 2:00p.m.
  - 19.9.4 Extra Hour Assignments within the interval from 9:00 a.m. to 2:00 p.m., within or outside District boundaries, shall be assigned first to drivers with less hours, whose fixed regular hours are not in conflict with the trip hours requested, and for whom such additional hours will not constitute more than two (2) hours overtime, excluding lunch break.
  - 19.9.5 In the event of a need for additional drivers for such assignments, the following procedures shall apply:
    - 19.9.5.1 First, assign those 7.5-hour drivers who are free of any activities between the hours of 9:00 a.m. and 2:00 p.m.
    - 19.9.5.2 Second, assign available substitutes.
    - 19.9.5.3 Trips within the interval from 9:00 a.m. to 2:00 p.m. shall not be reflected on the "Weekday Board."
- 19.10 Extra Hour Assignments departing between 12:00 noon and 4:45 p.m. and arriving no later than 7:00 p.m.
- 19.10.1 Extra hour assignments which depart between 12:00 p.m. and 4:45p.m. and arrive no later than 7:00 p.m. shall be assigned first to regular drivers

whose regular fixed run and hour assignment will not conflict with the trip schedule.

- 19.10.2 In the event no regular driver is available as a result of schedule conflicts as determined by the Manager, Transportation, the assignment shall be made to a substitute driver(s) and/or designated management, supervisory, or staff personnel.
- 19.10.3 If it is determined by the Transportation Manager, that by the nature of the trip requested it is possible to provide service on a pick-up-and-drop basis; i.e., where there is sufficient time and the trip destination is within a proximity of the District to allow the group to be picked up, taken to the site, dropped off, and the bus to return to perform its regularly scheduled assignment, the trip shall be assigned, without regard to seniority and rotation, to a regular driver whose starting point on the regular run assignment is in closest proximity to the extra hour trip drop point.
- 19.10.4 Return pick-ups scheduled to commence at 7:00 p.m. or earlier shall be assigned to those regular drivers whose fixed completion time of their regularly scheduled runs is in closest proximity to the scheduled extra hour assignment pick-up or start return time without regard for seniority and rotation.
- 19.10.5 Trips which are reflected in this category shall not be reflected on the "Weekday Board."
- 19.11 Extra Hour Assignments departing before 4:45 p.m. and arriving after 7:00 p.m.
  - 19.11.1 On those extra hour assignments departing before 4:45 p.m. and arriving after 7:00 p.m., regular drivers who do not have a scheduled run during this time frame shall be assigned first in order of seniority and rotation.
  - 19.11.2 Should no regular driver be available, as the result of schedule conflicts or driver refusal, said assignment shall be made to substitute drivers.
  - 19.11.3 On those extra hour assignments where the first leg or take portion of the trip was handled on a pick-up-and-drop basis and the return pick-up or start return time is scheduled to commence after 7:30 p.m., the following shall apply:
    - 19.11.3.1 Starting with the scheduled start return time, we calculate:
      - 19.11.3.1.1 15 minutes - spot prior to scheduled time

- 19.11.3.1.2 15 minutes - travel time, yard to pick-up point
- 19.11.3.1.3 30 minutes - bus check out and warm up
- 19.11.4 The driver's on-duty time is based upon the total time calculated above or additional time will be assigned as determined by Transportation Management.
- 19.11.5 The total time for the extra hour assignment shall be the time from the designated on-duty time per the driver's trip sheet and the completion time upon return to the yard. The driver shall be paid for no less than two (2) hours for such trips.
- 19.11.6 Drivers shall be offered said trip on the basis of seniority and rotation.
- 19.11.7 Drivers accepting this type of assignment will break their time at the regularly scheduled time and commence the extra hour assignment at the on-duty time reflected on the trip sheet.
- 19.11.8 Any extra hour assignment which commences within thirty (30) minutes of the driver's regularly scheduled off-duty time shall be paid straight through.
- 19.11.9 In the event that a trip is cancelled prior to departure but after the close of business and less than 24 hours prior to the departure time, the driver will be paid for (2) two hours and will retain his/her spot on the rotation at the earliest opportunity.
- 19.11.10 If the Transportation Coordinator, determines that it would not be in the best interest of the District to have the group without a bus in a standby position at the site, the trip will then be assigned to the first available driver completing the regularly scheduled assignment in order of seniority and rotation.
- 19.11.11 Driver compensation shall be straight through.
- 19.11.12 This type of assignment shall be recorded on the "Weekday Board."
- 19.12 Extra Hour Assignments departing after 4:45p.m.
  - 19.12.1 Drivers shall be assigned these extra hour assignments on the basis of seniority, rotation, and availability.

- 19.12.2 Drivers whose regularly scheduled run would conflict with the extra hour assignment will be passed, and a "P" will be reflected on the assignment board.
- 19.12.3 If no regular driver is available either as a result of schedule conflicts or refusal, and all drivers on the Weekday Board have been considered, said assignment shall be offered to substitute drivers and/or management, supervisory, or staff personnel.
- 19.12.4 Should refusal continue through substitutes, the Transportation Coordinator, or his designated representative shall implement his right and shall assign the trip on a non-voluntary basis. A separate list shall be maintained for non-voluntary assignments based on the seniority list. Non-voluntary assignments shall be on a rotating basis commencing with the least senior driver.
- 19.12.5 Should refusal continue through the substitutes, the Transportation Coordinator, or his designated representative shall implement his right and shall assign the trip on a non-voluntary basis.
- 19.12.6 A separate list shall be maintained for this purpose, dividing drivers into two categories.
- 19.12.7 "A" Drivers - Comprised of those drivers, in descending order of seniority, who are readily available for extra hour assignments.
- 19.12.8 "B" Drivers - Comprised of those drivers, in descending order of seniority, who are not readily available for extra hour assignments.
- 19.12.9 Non-voluntary assignments shall be made commencing with the "A" drivers starting with the least senior driver on a rotating basis.
- 19.12.10 In the event that the driver who has already accepted the trip in accordance with the provisions of this agreement finds it necessary to cancel that trip due to an emergency situation, the following special provisions shall apply:
- 19.12.10.1 The driver shall immediately contact the Transportation Coordinator, his designee, or under extreme circumstances, other department management personnel, to advise of the emergency. This contact shall be made immediately upon knowledge of the emergency.

- 19.12.10.2 If the notification of the cancellation of the assignment is provided in adequate time so that the Transportation Coordinator, or his designee, can reassign the trip based upon the assignment procedures contained here, he shall do so.
- 19.12.10.3 In the event that a driver turns in a trip after the 24 hour period stated in 19.7.3 that driver will lose an additional turn on the rotation for the distribution of extra hours.
- 19.12.10.4 If a driver is off work for the entire day on the day prior to an extra hour assignment, the extra hour assignment will be pulled and reassigned unless the driver has an approved Personal Necessity Form request on file, for the day off, with Transportation Coordinator prior to receiving the assignment of extra work.
- 19.12.10.5 If drivers work weekends and call in sick on Monday, then the driver is removed from the board for the following weekend work.
- 19.12.10.6 If the notification of the cancellation of the assignment takes place at a time that the Transportation Coordinator, or his designee does not have adequate time to follow these provisions, he shall have the right to disregard seniority rosters and assign the trip to any driver he can contact. This emergency assignment shall not affect seniority rotation.
- 19.13 Subject to program needs, the District shall make a reasonable effort to increase the hours of employees currently working part-time in the same or a different classification before new employees are hired for these positions.
- 19.14 The minimum work year for less than 12 months will be specified in Attachment 3.
- 19.15 The District may provide paid staff development days when funding is available.

## **ARTICLE 20 – DISTRICT REQUIRED UNIFORMS**

- 20.1 District Required Uniforms
  - 20.1.1 The District shall provide unit members with uniforms should the District deem it necessary.
  - 20.1.2 Upon initial employment, the District will provide at least five (5) uniforms per employee when applicable.

- 20.1.3 Uniforms shall be worn only when the unit member is engaged in services to the District (normal commuting excepted) specific to that job duty.
- 20.1.4 It is the expectation of the employee to maintain the uniform appropriately for their particular position.
- 20.1.5 The District reserves the right to determine appropriate work attire to promote a safe and professional work environment.

#### **ARTICLE 21 – SAVINGS**

- 21.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be deleted from the Agreement. All other provisions will continue in full force and effect.
- 21.2 Within thirty (30) days after deletion of any provision of this Agreement, the parties agree to meet to negotiate an appropriate replacement.

#### **ARTICLE 22 - COMPLETION CLAUSE/REOPENERS**

- 22.1 This document represents the full and complete agreement between the parties for the term of the Agreement. This Agreement concludes and terminates all negotiations for the 2008-09, 2009-10, and 2010-11 school years between the District and CSEA.

#### **ARTICLE 23- AGREEMENT**

- 23.1 This Agreement shall become effective on July 1, 2008, and shall continue in effect through June 30, 2011.

# SIGNATURES

\_\_\_\_\_  
Raquel Leon, President  
CSEA, Chapter #61

Dated \_\_\_\_\_

\_\_\_\_\_  
Derek McNamara  
Associate Superintendent, Personnel Services  
New Haven Unified School District

Dated \_\_\_\_\_

**APPENDIX #1**

**Calendars Attached**

## APPENDIX #2

### MINIMUM WORKER FOR LESS THAN 12 MONTH CLASSIFIED EMPLOYEES 2008-2011

#### Job Classification / No. of Days

Bus Driver /182  
K-12 Food Service Employee /180  
K-12 Food Service Driver/182  
Food Service Custodian/180  
Production Manager/Assistant Production Manager/182  
High School Manager/182  
6-8 Campus Monitor/180  
Campus Safety Technicians/181  
9-12 RCA (Testing)/180  
K-5 Paraprofessional /180  
6-12 Paraprofessional/ 180  
Workability Program Assistant/ 180  
6-8 Office Assistant I and II/207  
6-8 Office Assistant III/207  
K-5 School Secretary I/207  
6-8 School Secretary II/212  
K-5 Office Assistant I and II/ 200  
K-5 Office Assistant III /202  
9-12 Support Services Technician/210  
9-12 Office Assistant I and II/210  
9-12 Office Assistant III/ 210  
9-12 School Secretary I /210  
Account Clerk III-MCC/215  
Clerical Technician (5 hrs.)-MCC/200  
Kids First Assistant/180  
Kids First Lead Program Assistant/182  
6-12 Library Assistant II/183  
Library Assistant III/193  
Occupational Therapist/208  
Adult School Office Assistant II/200  
Adult School Office Assistant II/215  
Adult School RCA/161  
Adult School RCA II/200  
Adult School Campus Monitor (4 days/wk)/129  
Adult School Family Service Assistant/210  
Adult School Lead El Civics Program Assistant/158  
Adult School El Civics Program Assistant/153  
Adult School El Civics Program Assistant (4 days/wk)/123  
Adult School Instruction Lab-Program Assistant/180  
Adult School Student Center Clerk/148

### APPENDIX #3

#### **Agreement Between the New Haven Unified School District and the California School Employees Association, Washington Township Chapter #61**

The New Haven Unified School District and the California School Employees Association and its Washington Township Chapter #61 have met and agreed to the following **SUMMER WORK SCHEDULE**. Therefore the following shall apply:

1. All employees will begin the 4-day work week beginning the second Monday after the last teacher workday of the school year. The 4-day work week will end two weeks prior to the week in which the teachers are scheduled to return.
2. Employees will work Monday, Tuesday, and Wednesday at 9 ½ hours per day.
3. Employees will work Thursday at 9 hours per day.
4. The total number of hours to be worked each week shall equal 37 ½ hours.

#### **EXCEPTIONS**

5. Employees hired for the Summer School program shall work Monday through Thursday, hours determined by the summer school programs, but not in excess of six (6) hours per day or twenty-four (24) hours per week.
6. The custodian assignment at the school sites will be arranged to provide staffing for Monday through Friday coverage by assigning custodial staff either a Monday through Thursday or a Tuesday through Friday schedule. This coverage will be required to service program requirements and/or construction access to facilities. Custodians at sites that require Monday through Thursday and Tuesday through Friday schedules and/or sites requiring swing shift shall have the ability to bid by seniority ranking for those specific work assignments.
7. The Corporation Yard clerical staff will work either a Monday through Thursday or Tuesday through Friday 4-day schedule in order to provide the public access to purchase bus passes five days a week. The Corporation Yard clerical staff and their immediate supervisors will develop the workweek schedule collaboratively.

#### **LUNCH AND REST PERIODS**

8. Employees working the 9 1/2 hour days shall receive two (2) fifteen minute breaks (one each morning and afternoon) and a forty (40) minute duty free lunch break.
9. Employees working the 9 hour day shall receive two (2) fifteen minute breaks (one each morning and afternoon) and a thirty (30) minute duty free lunch break.
10. Employees who work in the Summer School program shall receive breaks and duty free lunch in accordance with the current Collective Bargaining Agreement.

**DEDUCTIONS FOR SICK LEAVE OR VACATION**

- 11. Employees who utilize their sick leave or vacation days will be deducted at the number of hours taken. In no case shall an employee’s sick leave accrual or vacation accrual be deducted for more than 37 1/2 hours in any one week.
- 12. Employees working in the Summer School program shall not have more hours per day or hours per week deducted than scheduled in any one week.

**OVERTIME**

- 13. Overtime shall commence to be paid to any employee who works more than the required 9 1/2 hours on the days scheduled for 9 1/2 hours or more than the 9 hours on the days scheduled for 9 hours.
- 14. Employees working in the Summer School program would be eligible for overtime under the same conditions of #13. Any hours worked up to the total of 9 1/2 hours on the days scheduled for 9 1/2 hours or 9 hours on the days scheduled for 9 hours will be paid at straight rates.

**HOLIDAY PAY**

- 15. The District shall pay all employees who are in paid status during any portion of the working day immediately preceding or succeeding the July 4th holiday at nine (9) hours per day. Employees working in the Summer School program during any portion of the working day immediately preceding or succeeding the July 4th holiday shall be paid the same number of hours as they are scheduled the day immediately preceding or succeeding the July 4th holiday.

**SHIFT HOURS**

- 16. By Monday of the last week of school for the students, all employees shall receive notification of their scheduled work hours for the summer. Custodians at the high school shall have the ability to bid by seniority ranking for swing shift or graveyard positions. At the conclusion of the Summer Work Schedule, all employees shall return to their regularly assigned shifts.

This concludes the conditions and provisions of the Summer Work Schedule.

Dated: June , 2008

(signed)

(signed)

Derek McNamara, Associate Superintendent

Raquel Leon, President, CSEA, Chapter #61

**APPENDIX #4**

**Agreement Between the New Haven Unified School District and the  
California School Employees Association and its  
Washington Township Chapter #61**

**LAYOFF and REDUCTION of HOURS or WORK YEAR**

Classified employees shall be subject to layoff for lack of work or lack of funds. The following layoff and reemployment procedures have been established in order to assist unit members in the layoff process.

**ORDER OF LAYOFF - DETERMINATION OF SENIORITY**

The order of layoff within a classification shall be determined by seniority. Seniority is based on date of hire within a classification, plus seniority earned in higher classifications.

A classification with a higher salary is considered a higher classification. A different classification with the same salary is considered an equivalent classification. Seniority earned in an equivalent classification will be added to an employee's seniority when the employee is bumped (displaced) back to the previously held equivalent classification.

In the event that two or more employees have the same hire date in a classification, total seniority from all classifications will be the tie breaker. In the event that two or more employees have the same seniority in a classification and the same total seniority from all classifications, the tie breaker will be a draw-by-lot by the CSEA President and two other CSEA members.

The Superintendent or designee shall maintain an accurate and updated seniority list. The seniority list will be provided to the CSEA Chapter President

Seniority shall be granted for military leave of absence, including voluntary or involuntary active duty during a period of national emergency or war as a member of the Military Reserve or the National Guard.

Seniority shall be granted for time spent on unpaid illness or maternity leave, unpaid family care leave, or unpaid industrial accident leave. Seniority shall not be granted for other types of unpaid leaves.

## **LAYOFF PROCEDURES**

The District will provide the CSEA Chapter President, in writing prior to a layoff, the positions and work locations being laid-off.

Classified employees shall receive notice of a layoff 45 days before the effective date.

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

Following notice of the layoff and prior to effective date, the District and CSEA member(s) of the Layoff Committee will meet with employees to discuss options. Employees will have five (5) working days after the meeting within which to determine whether to accept the layoff, retire, or exercise bumping rights and to select the classification into which he/she will bump. If the employee selects the lay-off or retires it will be effective forty-five (45) days after the layoff notice is served. If the employee exercises his or her bumping rights into another position, it will be effective forty-five days after the layoff notice is served or on the reporting day of the new school year in the new position, whichever is sooner

## **BUMPING RIGHTS**

Bumping means the displacement of a junior employee by a senior employee to avoid the layoff of the senior worker.

An employee has the right to bump (displace) the least senior employee in the same classification or a lower classification in which the laid off employee has previously worked.

An employee will bump the least senior employee in classification with the same workday and/or work year, or if no such employee exists, the least senior employee with a shorter workday and/or work year. An employee can not bump a junior employee with a longer workday and/or work year, unless the employee has previously held the classification with a longer workday and/or work year.

A permanent employee may bump more than one position to retain his/her hours as part of the effects of layoff and as long as the work hours of the two positions do not conflict

If an employee bumps into a position with a shorter workday and/or shorter work year, the employee has the right to fill vacancies with longer workdays and/or a longer work year until he/she returns to the same workday and/or work year of his/her previous position. If an employee's position is reduced in hours and/or work year, the employee has the right to fill vacancies with more hours and/or a longer work year until he/she returns to the same hours and/or work year previously worked.

An employee may only bump into a classification that he/she has previously held.

An employee who is laid off and bumps into another classification will retain his/her anniversary date for step advancement in the new classification.

The Article for Transfer/Vacancies of the current contract shall remain in full force and effect during the layoff and bumping process.

## **REEMPLOYMENT PROCEDURES**

Laid off classified employees are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants as vacancies occur. Laid off employees have the right to apply for vacant positions that they have not previously worked within the district during the 39-month period.

Employees who voluntarily accept assignment to a lower classification or reduction in assigned work hours in lieu of layoff shall be granted the same rights as employees who were laid off and shall retain eligibility for reemployment for an additional period of up to 24 months.

The NHUSD shall call the most senior employee on the 39/63 month re-employment list back to work for all positions for which they are entitled, to increase their hours and/or work year until they are returned to the same workday and/or work year that was previously worked.

Laid off employees are responsible for maintaining a current address and phone number with the Personnel Department.

When a vacancy occurs, the senior employee with reemployment rights to the position will be notified by the NHUSD and given the opportunity to accept or reject the vacant position. The employee must advise the district of his/her decision no later than 5 working days following notification. If the employee accepts, he/she must report to work as specified by the district. The employee eligible to rehire rights under the 39/63 month re-employment may refuse the first bonafide offer of reemployment but the rejection of the second bonafide offer will constitute a waiver of the employee's statutory right to be on the reemployment list. A bonafide offer is an offer for the same classification with the same number of work hours and work year held prior to the layoff.

When a laid-off employee is reemployed, all accumulated sick leave credit will be restored. A laid-off permanent employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff.

A laid-off employee, when reemployed, will be placed on the salary step held at the time of layoff. An employee who bumped into a lower classification will, when reinstated to the previous classification, be placed on the salary step to which he/she would have progressed had he/she remained there. An adjusted anniversary date will be established for step increment purposes so as to reflect the actual amount of time served in the district.

Any employee who is laid off and elects service retirement from the Public Employees' Retirement System (PERS) shall be placed on an appropriate reemployment list. If the employee is re-employed, and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the PERS has properly processed the employee's request for reinstatement from retirement.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Raquel Leon, President  
President, CSEA, Chapter #61

\_\_\_\_\_  
David Pava, Deputy Superintendent,  
NHUSD

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Attachment #5

**NEW HAVEN RETIRED EMPLOYEES  
BENEFIT PLAN AND TRUST  
FOR CLASSIFIED EMPLOYEES**

(AMENDED AND RESTATED EFFECTIVE JULY 1, 2001)

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# **NEW HAVEN RETIRED EMPLOYEES BENEFIT PLAN AND TRUST FOR CLASSIFIED EMPLOYEES**

(AMENDED AND RESTATED EFFECTIVE JULY 1, 2001)

The California School Employees Association and the New Haven Unified School District on July 1, 1993 adopted and established the New Haven Retired Employee Health and Welfare Benefit Fund (“Fund”) to provide health benefits to certain retired employees of the District who were members of the non-management classified employees bargaining unit. The parties hereby adopt this amendment and restatement of the Fund effective as of July 1, 2001, except as otherwise indicated, and change the name of the Fund to the “New Haven Retired Employees Health Benefit Plan and Trust for Classified Employees” (the “Plan”).

The Plan is intended to be a governmental plan that is exempt from the provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”).

## **ARTICLE I – DEFINITIONS**

**1.1** “Agreement” means the agreement between CSEA and the District, and any extensions, amendments, modifications, or renewals of the agreements, or any successor agreements which provide for participation in this Plan.

**1.2** “Benefits” means the health benefits paid to or on behalf of a Participant described in Article V.

**1.3** “Board” means the Board of Directors of the Plan, appointed under Article V.

**1.4** “CSEA” means the California School Employees Association.

**1.5** “District” means the New Haven Unified School District.

**1.6** “Director” means a member of the Board appointed pursuant to Section 5.1.

**1.7** “Domestic Partner” means the person with whom, at the time Benefits are provided, an unmarried Employee has an exclusive and close personal relationship that is intended to be permanent, with whom the Employee shares a primary residence and joint responsibility for each other’s welfare and financial obligations, and with whom the Employee has registered the partnership (if such registration is available in the Employee’s jurisdiction of residence). The Board may establish such procedures and request such information as it deems necessary to establish an Employee’s domestic partnership status. For purposes of Article XI, “Domestic Partner” shall include the Employee.

**1.8** “Employee” means each individual included in the employee unit as described in the Agreement at the time of his or her Retirement.

**1.9** “Participant” means an Employee who has satisfied the requirements in Section 4.2 to receive Benefits from the Plan.

**1.10** “Plan” means the New Haven Retired Employees Health Benefit Plan and Trust for Classified Employees, as amended from time to time.

**1.11** “Plan Year” means the period from July 1 to June 30.

**1.12** “Retirement” means an Employee’s termination of employment with the District immediately following his or her application for benefits for which he or she is eligible under the California Public Employees Retirement System (“PERS”).

**1.13** “Spouse” means the person to whom an Employee is legally married at the time Benefits are provided and, for purposes of Article XI, the Employee.

**1.14** “Trust” means the trust fund created and established to hold the assets of the Plan.

## **ARTICLE II – PURPOSE OF THE PLAN AND TRUST**

**2.1** The Plan has been established for the sole purpose of providing Benefits to Participants and paying Plan expenses. Neither the District, CSEA, nor any Employee, nor any other person shall have any right, title, or interest in the Plan or Trust other than as specifically provided in the Plan, and no part of the Trust shall revert to the District or CSEA. The Plan shall not be liable for or subject to the debts, contracts, or liabilities of the District, CSEA, or any Employee. No part of the Trust, nor any Benefits payable under the Plan, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person.

**2.2** Neither the District nor any officer, agent, or employee of the District shall be under any liability to the Plan, except to the extent that contributions are required to be made to the Plan, or to the extent an individual may incur liability as a Director. The liability of the District to the Plan shall be limited to the contributions required by the Agreement.

**2.3** Neither the District, CSEA, nor any Employee shall be liable or responsible for any debts, liabilities, or obligations of the Plan or the Directors.

## **ARTICLE III – DISTRICT CONTRIBUTIONS TO THE FUND**

**3.1** All Benefits shall be financed entirely by contributions from the District and earnings thereon. The District shall make contributions to the Plan in the amount set forth in the current Agreement. The District shall pay its contributions to the custodian appointed by the Board.

**3.2** Contributions to the Plan shall be due and payable on August 1<sup>st</sup> of each plan year based on the District's projected assignment of Employees. Contributions to the Plan shall also be due and payable on November 1<sup>st</sup> of each plan year as necessary to make adjustments based on the District's actual employment of Employees.

**3.3** Each contribution to the Plan shall be made on or before the fifth day of the calendar month in which it becomes payable, on which date the contribution, if not then paid in full, shall be delinquent. The parties recognize and acknowledge that the regular and prompt payment of District contributions to the Plan is essential to the maintenance and effectiveness of the Plan and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Plan which would result from the failure of the District to make timely payment. Therefore, if the Directors or custodian or custodians have not received payment by the due date, the Board of Directors or custodian or custodians shall send a written request for immediate payment to the chief business officer of the

District. If the payment is not received by the fifteenth day of the month in which it is due, the District shall pay, in addition to the amount due, interest at the rate the District is receiving on deposits with the County Treasurer. If the payment is not received by the end of the thirtieth calendar day after the payment is due and payable, starting the thirty-first day the District shall pay interest at the average rate of fixed investments the Trust is receiving on its deposits.

**3.4** On or before each August 1, the District shall bill the Trust for any amounts paid by the District on behalf of the Plan to provide Benefits for the preceding Plan Year. The Trust shall repay the District for these amounts on or before September 1. Amounts not paid by September 1 will accrue interest at the rate then paid by the County Treasurer for funds on deposit with the County.

#### **ARTICLE IV – BENEFITS**

**4.1** Employees employed by the District on or later than July 1, 1993 are eligible for Benefits in accordance with the Plan. Employees who retired before July 1, 1993 shall not be eligible for Benefits that coincides with his or her termination of employment with the District.

**4.2** At or after the date of his or her Retirement that coincides with his or her termination of employment with the District, an Employee shall be entitled to Benefits if he or she has been employed full time by the District for a total of ten or more full school years. An Employee who is employed part-time by the District shall be entitled to Benefits if he or she has worked for the District for a period of time that is equivalent to ten full years. For Employees employed in the CSEA Unit before July 1, 1993, all service in the District shall be counted toward the ten year requirement. For Employees first employed on or after July 1, 1993, only service as a member or a service fee payer in the CSEA Unit shall count toward the ten year requirement. An Employee who terminates employment with the District without satisfying the requirements for Retirement shall not be entitled to Benefits.

**4.3** An Employee who has fewer than ten years of service credited under Section 4.2 shall be entitled to reduced Benefits in accordance with the following rules:

- (a) The Employee must have a combined total of ten or more years of service credited under this Plan and under the New Haven Retired Employees Benefit Plan and Trust for Certificated and Management Employees ("Certificated/Management Plan");
- (b) The Employee must otherwise satisfy the requirements for receiving Benefits from the Plan; and
- (c) The Employee shall receive a percentage of the full Benefits under this Plan equal to 10% for each year of service credited to the Employee under this Plan in his or her last ten years of service with the District. The Employee shall receive the remainder of his or her retirement health benefits from the Certificated/Management Plan based on the Employee's years of service under that plan in his or her last ten years of service with the District.

**4.4** The Board shall establish a monthly dollar amount for payment of Benefits to each Participant. The Benefit amount shall be set forth in Appendix A to the Plan, and may be increased or decreased by the Board from time to time in its discretion. Benefits shall continue for the life of the Participant and shall not be transferred or assigned to any other individual.

**4.5** Benefits payable from the Plan shall be the following expenses for health coverage of a Participant and his or her Spouse or Domestic Partner, for which the Participant, Spouse or Domestic Partner is personally responsible and for which he or she is not otherwise entitled to reimbursement:

- (a) premiums for coverage under a health plan made available by the District to retired Employees;
- (b) premiums for coverage under any other comprehensive health plan that has been approved by the applicable state insurance department or other administrative agency; and
- (c) premiums for coverage under Part B of Medicare to the extent that the Participant is personally responsible and is not otherwise reimbursed for payment of those premiums.

**4.6** Payment of Benefits may be made directly to the provider of health coverage for a Participant, or a Participant's Spouse or Domestic Partner. Alternatively, the Plan may directly reimburse a Participant for expenses paid for Benefits if the Participant provides documentation satisfactory to the Board or designee: (i) establishing that the Participant or the Participant's Spouse or Domestic Partner actually incurred the expenses for health coverage which was in force at the time the expense was incurred; and (ii) specifying the nature and amount of the expense.

## **ARTICLE V – BOARD OF DIRECTORS**

**5.1** The Plan shall be administered by a Board of Directors which shall consist of six Directors. Three Directors shall be appointed by written designation by the District (“District Directors”). Three Directors shall be appointed by written designation by CSEA (“CSEA Directors”).

**5.2** The Directors shall select two Co-Chairs of the Board to serve for a term of two years or any other period the Directors shall determine.

**5.3** Each Director shall serve until death, resignation, removal from office or until a successor is designated as provided in this Article V.

**5.4** A Director may resign at any time by serving written notice of such resignation, at least 30 days before to the date on which such resignation is to become effective, upon the Co-Chairs of the Board, and upon CSEA and the District.

**5.5** Any Director may be removed from the office at any time for any reason by an instrument in writing signed by the Director's appointing organization and served on the Director concerned, the Co-Chairs of the Board, the District, and CSEA.

**5.6** If any Director dies, resigns, or is removed from office, a successor Director shall be promptly designated in writing by the organization appointing the Director.

**5.7** No vacancy or vacancies in the offices of the directors shall impair the power of the remaining Directors to administer the Plan.

**5.8** The Directors shall not be compensated for their services by the Plan, but Directors shall be reimbursed by the Plan for all reasonable and actual expenses incurred in connection with the performance of their official duties as Directors, as authorized by the Board.

## **ARTICLE VI – POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**6.1** The Board shall have the power and duty to administer the Plan and Trust.

**6.2** The Board shall enter into an agreement with a custodian or custodians for the purpose of receiving, holding, and disbursing the assets of the Plan.

**6.3** The Board shall have power to demand and enforce the prompt payment of contributions to the Plan and delinquent payments and interest as provided in Section 3.3. If the Board files any suit or claim with respect to delinquent contributions, the Board and/or Plan shall be entitled to recover reasonable attorneys' fees, court costs, and all other reasonable expenses for the collection action if it is adjudged to be the prevailing party.

**6.4** The Board shall have the power and authority:

- (a) To pay or provide for the payment of all reasonable and necessary expenses of the Plan.
- (b) To pay Benefits in accordance with the terms of the Plan.
- (c) To establish and accumulate such reserve funds as the Board, in its sole discretion, deems necessary and desirable for the proper operation of the Plan.
- (d) To pay or provide for the payment of premiums on the contracts of policies of insurance or fees on service provider agreements entered into by the Board on behalf of the Plan.
- (e) To compromise, settle, or release claims or demands in favor of or against the fund on such terms and conditions as the Board may deem desirable subject to the requirements of the Plan.
- (f) To adopt rules and regulations for the administration of the Plan which are not inconsistent with the terms of the Plan.
- (g) The power and authority, in its sole discretion, to invest and reinvest funds that are not necessary for current expenditures or liquid reserves, as it may from time to time determine, in legal investments under applicable law. The Board may sell, exchange, or otherwise dispose of such investments at any time and from time to time. The Board shall also have power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds, or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, where such an investment appears to the Board, in its discretion and consistent with its fiduciary obligations, to be in the best interests of the Participants judged by then prevailing business conditions and standards. The Board shall have the authority, in respect to any stocks, bonds, or other property, real or personal, held by it, to exercise all such rights, power, and privileges as might be lawfully exercised by any persons owning similar stocks, bonds, or other property in their own right.
- (h) The authority, in its discretion, to allocate to a committee any duties and responsibilities to invest and reinvest such Plan assets as it shall specify in such allocation.
- (i) The power and authority to appoint one or more investment managers who shall be responsible for the management, acquisition, disposition, investing, and reinvesting of such of the assets of the Plan as the Board shall specify. Any such appointment may be

terminated for any reason at any time by the Board upon written notice. The fees of such investment manager, to the extent permitted by law, shall be paid out of the Trust.

- (j) The authority to adopt appropriate investment policies or guidelines.
- (k) The authority and discretion to construe and interpret the terms of the Plan.

**6.5** The Board may allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board, and it may delegate such responsibilities and duties to other individuals as it may deem appropriate or necessary in its sole discretion.

**6.6** The Board may employ or contract for the services of an individual, firm, or corporation, to be known as the “Plan Manager,” who shall, under the direction of the Board or under the direction of any appropriate committee of the Board, administer the Plan, coordinate and administer the accounting, bookkeeping, and clerical services, prepare all necessary reports and other documents and perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Board. The Plan Manager shall be the custodian of all documents and other records of the Board.

**6.7** The Directors and employees of the District who handle the assets of the Plan shall be bonded in such amounts as the Board deems reasonable, in compliance with any applicable state law. The cost of such bonds shall be paid for by the Plan.

**6.8** The Directors may in their discretion obtain insurance, to the extent permitted by law, to insure themselves, the Plan or agents of the Directors and of the Plan, (1) with respect to liability as a result of acts, errors, or omissions of such Director or Directors, employees or agents, and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid for by the Plan.

**6.9** The Board shall be entitled, at any time, to have judicial settlement of its accounts and to seek judicial protection by any action or proceeding it determines necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction the Plan or for instructions as to any action thereunder and as to any question relating to the discharge of its duties and obligations under the Plan. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Plan.

**6.10** The Board shall maintain or have maintained suitable and adequate records of and for the administration of the Plan. The Board may require the District, any Employee, or any other beneficiary under the Plan to submit any information reasonably relevant to the Plan's administration. Upon request in writing from the Board, the District will permit a certified public accountant selected by the Board to enter upon the premises of the District during business hours, at reasonable time or times, and to examine any copy such public books, records, papers, or reports of such District as may be necessary to determine whether the District is making full and prompt payment of all sums required to be paid by it to the Plan.

## **ARTICLE VII – PROCEDURE OF BOARD OF DIRECTORS**

**7.1** The Board shall hold at least one meeting each Plan Year and may hold other meetings at its discretion. Either Co-Chair, or any two members of the Board, may call a special meeting of the Board by giving written notice to all Directors of the time and place of such meeting at least 7 days before the date set for the meeting.

**7.2** The Board shall appoint a secretary and additional assistants, if necessary, who shall keep minutes or records of all meetings, proceedings, and acts of the Board.

**7.3** A quorum shall consist of two District Directors and two CSEA Directors.

**7.4** The Board shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Plan except upon the vote of the Directors at a meeting of the Board duly called or except by the signed concurrence of all Directors without a meeting, as provided in Section 7.5.

**7.5** Upon any matter which may properly come before the Board, the Board may act without a meeting provided such action has the written concurrence of all the Directors.

## **ARTICLE VIII – GENERAL PROVISIONS APPLICABLE TO DIRECTORS**

**8.1** The duties, responsibilities and liabilities of any Director under the Plan shall be determined solely by the express provisions of the Plan, and no further duties, responsibilities or liabilities shall be implied or imposed.

**8.2** The Directors, to the extent permitted by applicable law, shall incur no liability in acting upon any paper or document believed by them to be genuine and to contain a true statement of facts and to be signed by the proper person. Any Director, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Directors as conclusive evidence of the fact that a majority of the Directors have taken the action stated to have been taken in such instrument.

**8.3** Neither the District nor CSEA shall be liable in any way for any of the obligations, acts, or omissions of a Director merely because the Director is in any way associated with the District or CSEA.

**8.4** The name of the Plan may be used to designate the Directors collectively, and all instruments may be executed by the Board in the name of the Plan, by signature of the two Directors who are authorized to sign various documents and instruments under Section 6.9.

**8.5** In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made under the Plan, the Board may withhold payment pending an adjudication of the question or dispute, satisfactory to the Board, or until the Board has been fully protected against loss by means of such indemnification agreement or bond as the Board, in its sole judgment, determines to be adequate.

## **ARTICLE IX – ARBITRATION**

**9.1** In the event that the directors deadlock or fail to take action on any matter arising in connection with the administration of the Plan, the Directors shall, within ten days after a written request is served upon the Co-Chair by any Director, agree upon a neutral person to serve as an arbitrator to decide the dispute. The decision of the arbitrator shall be final and binding upon the Directors, the parties, the Employees and beneficiaries of the Plan. In making his or her decision, the arbitrator shall be bound by the provisions of the Plan and shall have no authority to alter or amend the terms of any thereof; provided, however, that the arbitrator shall have the authority to decide any dispute involving an amendment or modification of the Plan. The decision of the arbitrator shall be in writing.

**9.2** If no agreement on who shall be arbitrator is reached within the ten day period set forth in Section 9.1, or within such further time as the Directors may allow for such purposes by mutual agreement, an arbitrator shall be chosen from a list of five arbitrators from the American Arbitration Association or comparable group. The District and the CSEA Directors shall each alternatively strike one name until four names have been eliminated, and the person whose name remains shall be the arbitrator.

**9.3** In the event the Directors are unable to agree on an arbitrator within a reasonable time, either the District or CSEA Directors may petition the appropriate Superior Court for the State of California for appointment of an arbitrator, as provided in California Code of Civil Procedure, Section 128.1 *et seq.*

**9.4** The reasonable expenses of any such arbitration, including any necessary court proceedings to secure the appointment of an arbitrator or the enforcement of the arbitration award (excluding the fees and expenses of witnesses who are not employees of the District, called by the parties and the cost of any attorneys other than the attorneys for the Plan), shall be a proper charge against the Trust. No expenses shall be deemed reasonable under this section unless approved by the Board.

## **ARTICLE X – GENERAL PROVISIONS**

**10.1** The rights and duties of all parties, including the District, CSEA, Employees and Directors, shall be governed by the provisions of the Plan.

**10.2** No employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified herein. The Directors shall establish and maintain a reasonable claims procedure concerning claims for Benefits. To the extent that health benefits are provided or administered by an insurance company, or other similar organization, which is subject to regulation under the insurance laws of one or more states, any dispute as to eligibility, type, amount, or duration of benefit shall be resolved by the appropriate insurance carrier or other organization under and pursuant to the policy or contract, and the employee or other beneficiary shall have no right or claim with respect thereto against the Plan or any of the Directors. Neither the District, CSEA, nor any of the Directors shall be liable for the failure or omission for any reason to pay Benefits under the Plan.

**10.3** If any provision of the Plan, the rules and regulations made pursuant thereto, or any step in the administration of the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Plan unless such illegality or invalidity prevents, or in substantial degree unfavorably affects, accomplishment of the objectives and purposes of the Plan.

**10.4** Except to the extent necessary for the proper administration of the Plan, or as required under the Agreement, all books, records, papers, reports, documents, or other information obtained with respect to the fund or the Plan shall be confidential and shall not be made public or used for any other purpose than the information of an action by the Board. Nothing in this section shall prohibit the preparation and publication of statistical data and summary reports with respect to the operations of the Plan.

## **ARTICLE XI – DUAL ENTITLEMENTS**

**11.1** Notwithstanding any other provision of the Plan, the following provisions shall apply in the case of a couple in which one Spouse or Domestic Partner is a eligible Employee under the Plan,

and the other Spouse or Domestic Partner is either an eligible Employee under this Plan or an employee of the District who is entitled to retiree health benefits under another Plan to which the District contributes, or pursuant to a contract with the District.

**11.2** If each Spouse or Domestic Partner is an eligible Employee:

- (a) The District shall make the full annual required contribution for each spouse or Domestic Partner;
- (b) Upon Retirement, each Spouse or Domestic Partner who is a Participant shall be entitled to the full Benefit available to a covered retiree in accordance with Section 4.2;
- (c) Any portion of an individual Spouse's or Domestic Partner benefit that is not required for his or her health coverage, shall, if required, be applied toward coverage of the other Spouse or Domestic Partner.

**11.3** If one Spouse or Domestic Partner is an eligible Employee and one Spouse or Domestic Partner is entitled to retiree health coverage under another Plan to which the District contributes:

- (a) The District shall make the full annual required contribution to this Trust for the eligible Employee Spouse or Domestic Partner;
- (b) Upon retirement, the eligible Employee Spouse or Domestic Partner who is a Participant shall be entitled to the full health benefit available to him or under Section 4.2;
- (c) Any portion of the eligible Employee Spouse's or Domestic Partner's benefit that is not required for his or her health coverage shall, if required, be transferred to the other plan and applied toward benefits for the Spouse or Domestic Partner who is covered under that plan or paid directly to the insurer or other health coverage provider of the Spouse or Domestic Partner who is covered under the other plan.

**11.4** If one Spouse or Domestic Partner is an eligible employee and one Spouse or Domestic Partner is entitled to retiree health coverage under a contract with the District:

- (a) The District shall make the full annual required contribution to this Trust for the eligible Employee;
- (b) Upon retirement, the eligible Employee shall be entitled to the full health benefit available to him or her under this Plan in accordance with Section 4.2, and;
- (c) Any portion of the eligible Employee benefit that is not required for his or her health coverage shall, if required, be paid directly to the insurer or other health coverage provider of the Spouse or Domestic Partner who is covered under the other health plan.

## **ARTICLE XII – AMENDMENT, MERGER AND TERMINATION**

**12.1** The provisions of the Plan may be amended or modified from time to time by the by resolution of the Board.

**12.2** The Board shall have the power to merge with any other plan established for similar purposes as this Plan, subject to the approval of the District and CSEA.

**12.3** If the Plan is terminated, all assets of the Plan remaining after all administrative expenses are been paid will be used for the benefit of Employees, regular and retired, in a manner determined by the Board.

EXECUTED on November 30, 2001.

NEW HAVEN RETIRED EMPLOYEE BENEFIT  
PLAN AND TRUST FOR CLASSIFIED EMPLOYEES

(Signed) \_\_\_\_\_  
CSEA Director  
Claire Chiatello

(Signed) \_\_\_\_\_  
CSEA Director  
Michael Curry

(Signed) \_\_\_\_\_  
CSEA Director  
Antoinette Teixeira

(Signed) \_\_\_\_\_  
NHUSD Director  
David Pava

(Signed) \_\_\_\_\_  
NHUSD Director  
Susan Speakman

(Signed) \_\_\_\_\_  
NHUSD Director  
Donna Uyemoto

December 4, 2001

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**NEW HAVEN RETIRED EMPLOYEES  
BENEFIT PLAN AND TRUST  
FOR CLASSIFIED EMPLOYEES**

**APPENDIX A**

The Board establishes the amount of \$91 per month as the payment of Benefits to each Participant in the Benefit Plan and Trust effective July 1, 2001.