

COLLECTIVE NEGOTIATION AGREEMENT

Between the

SAN BENITO HIGH SCHOOL DISTRICT

And

SAN BENITO HIGH SCHOOL CHAPTER #173

of the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Covering

THE CLASSIFIED EMPLOYEE UNIT

July 1, 2014 to June 30, 2017

Updated 1/20/2015

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July 1, 2014 to June 30, 2017Settlement Agreement date: November 3, 2014

**SAN BENITO HIGH SCHOOL DISTRICT
CLASSIFIED CONTRACT**

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THIS AGREEMENT, hereinafter referred to as the Agreement, is entered into this 3rd day of November, 2014, by and between the San Benito High School District, hereinafter referred to as District, and the San Benito Chapter #173 of the California School Employees Association, hereinafter referred to as the Association.

The term "Agreement," as used herein, means the written agreement provided under Section 3540.1 (h) of the Government Code.

ARTICLE 1 **RECOGNITION**

- 1.1 The District recognizes the Association as the exclusive representative for the employees in the classified unit.
- 1.2 The classified unit consists of employees as stated in Exhibit A of this Agreement.
- 1.3 This Agreement applies only to employees in the above described representation unit (Exhibit A).
- 1.4 Nothing herein may be construed to limit the right of the District to consult with the Association on any matter mutually approved for consultation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on both parties.

ARTICLE 2 **PAY PROVISIONS**

- 2.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit B, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any longevity/increment required to be paid under this Agreement. It is understood that the salary schedule (Exhibit B) will be subject to annual negotiation unless salary provision is specified for more than one year.
- 2.2 Extra Hire: Extra hire is defined as employment of persons for a few additional hours to accomplish a given task. Extra hire employment may only be ordered by the designated administrator. The classified staff of the high school will be given preference to work on a paid basis at all events requiring extra hire. (Extra hire time cannot be used in calculating an employee's work week.)
- 2.3 Compensatory Time Off: Compensatory time off shall be granted within thirty (30) days, unless mutually agreed; otherwise, at the appropriate rate of overtime in accordance with Article 3 of this Agreement.

- 2.4 Minimum Call in Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive pay at the appropriate rate of pay under this Agreement, a minimum of four (4) hours.
- 2.5 Stand-By Time: 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.
- 2.6 Shift Differential: Any employee in the bargaining unit whose assigned work shift commences between 2:30 p.m. and 6:00 a.m. shall be paid a shift differential premium of fifteen (15) cents per hour above the regular rate of pay for all hours worked.
- 2.7 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated a minimum of two (2) hours at the overtime rate. If call back is due to employee's negligence, this provision is waived.
- 2.8 Inconsistent Duties: Unit members shall not be required to perform duties inconsistent with those duties assigned to their position by the District for more than five (5) days in a fifteen (15) calendar day period, with the following exceptions:
- 2.8.1 If an employee is required to work out of classification for a period longer than five (5) consecutive days, his/her salary shall be adjusted to reasonably reflect the duties involved.
- 2.8.2 In no event shall the employee's salary be reduced as a consequence of working out of classification.
- 2.9 Hours Worked: For the purpose for computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
- 2.10 Rally Schedule and Minimum Day Hours: All rally schedule days and minimum days shall be considered as regular days and shall be compensated as other days worked under this Agreement. On days when students are not in attendance but teachers are required to report to work, all classified personnel shall be required to work and shall also be compensated as other days worked under this Agreement. The exception to this is when aides choose to go home early on rally schedule days and, thus, are docked accordingly. Also excluded are teacher work days before and after the regular student school year.
- 2.11 Anniversary Date: Anniversary date is the date upon which an employee is granted salary step advancement earned by completion of a required period of service which shall not exceed eighteen (18) months from the initial date of employment, the date of the last salary step advancement or, in the case of change in classification, the date of such change. Employees hired between July 1 and December 31 will have an anniversary date of January 1. Employees hired between January 1 and June 30 will have an anniversary

date of July 1.

2.12 Record Keeping and Pay Procedure

Supplemental Payroll: is an out of cycle or non-end of the month payroll for employees.

Regular Payroll: is the end of the month payroll for employees.

2.12.1 The employee is responsible for using a payroll voucher to keep a daily record of any extra hours authorized and worked. Overtime pay, extra hire pay, and compensatory time off will be accounted for and/or claimed on this form. This form is required to be filed monthly by the employee, through his/her supervisor, with the Human Resources Office.

2.12.2 The employee may convert unused sick leave to retirement credit in accordance with Government Code, Section 28062.5 or its successor, if the employee is filing a request for retirement.

2.12.3 Frequency: All regular employees in the bargaining unit shall be paid once per month, payable on the last working day of the month or as soon thereafter as possible if the payroll is delayed for reason(s) beyond the control of the District.

2.12.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued at the next available supplemental payroll date as determined by the providing payroll agency. If an employee recognizes an error in payroll s/he shall contact the Human Resource Office to confirm the payroll error. Upon confirmation of payroll error the employee shall be notified of the next available supplemental payroll date. Overpayments will be deducted from the succeeding month's paycheck.

2.12.5 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, overtime, or other reasons shall be made with the next available regular, monthly payroll date as determined by the providing agency.

2.12.6 Lost Checks: Any payroll check for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced at the next available supplemental payroll date as determined by the providing payroll agency. If an employee recognizes that a payroll check has been lost s/he shall contact the Human Resources Office to request a replacement check. Upon confirmation of stopped payment request by San Benito High School District, the employee shall be notified of the next available supplemental payroll date.

- 2.12.7 Pay Increases: The District shall make a lump sum payment of retroactive wage increases within sixty (60) days after the signing of a new Agreement on the next available regular monthly payroll date as determined by the providing payroll agency.
- 2.12.8 A written explanation shall be provided to employees of the bargaining unit for paychecks from which extraordinary deductions have been made.
- 2.12.9 Bargaining unit employees shall be reimbursed for mileage, meals, and lodging expenses as per the applicable Board policy.

ARTICLE 3

HOURS OF EMPLOYMENT

- 3.1 Arrival and departure time shall be communicated to each employee by August 31st of each school year, or when hired.
- 3.2 Work Week: The work week shall consist of five (5) consecutive days, Monday through Friday, of eight hours per day on a forty (40) hour week, except that instructional aides will be assigned either seven (7) hours per day on a thirty-five hour week or six (6) hours per day on a thirty (30) hour week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Article 3.4 of this Agreement.
- 3.3 Work Day: The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 3.4 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at the rate of pay equal to one and one-half the regular rate of pay of the employee for all work approved. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, or seven (7) hours in any one day or any one shift or in excess of thirty-five (35) hours when the position specifies in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time; this shall include the time spent attending meetings concerning school business.
- 3.4.1 A work week of not more than five (5) consecutive days (Monday-Friday) for employees whose average work day is four hours or more will require payment of time and one-half employee's regular rate of pay for hours worked on the

sixth and seventh day. If average work day is less than four hours, compensation for hours worked on the seventh day (Sunday) shall be time and one-half employee's regular rate of pay. All hours worked on holidays designated by this Agreement shall be compensated at two times the regular rate of pay.

- 3.4.2 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.
- 3.4.3 Prior approval from the employee's supervisor must be received before overtime is commenced, except for a critical emergency as determined by the administration.
- 3.4.4 In case of such critical emergency, cash compensation will be provided for the overtime worked.
- 3.4.5 When compensatory time off is authorized by the administration in lieu of cash compensation, the compensatory time off shall be taken within twelve (12) months of being earned or paid in cash as submitted on the District payroll voucher.
- 3.4.6 The first calendar year after appointment to a classification shall be a probationary period for new hires of San Benito High School. The first six (6) months of actual work time after a change of classification shall be the probationary period. An employee must serve the stated probationary period before attaining permanency in that class.
- 3.4.7 The administrator/designee shall distribute overtime as equally as is practical among employees in the bargaining unit within each department.
- 3.4.8 Additional summer assignments.
 - 3.4.8.1 When work normally and customarily performed by bargaining unit employees is required to be performed during the summer recess, such work assignment shall first be offered to qualified bargaining unit members in order of seniority.
 - 3.4.8.2 Employees will be compensated for such assignment at no less than their regular rate of pay for a similar assignment during the regular school year.

3.4.8.3 No employee whose regularly assigned work year does not include periods during the summer recess shall be required to work during such periods.

3.5 Reduction in Hours: Any reduction in regularly assigned time shall be considered a layoff; layoff shall occur only for lack of work or lack of funds. The order of layoff shall be based on the seniority list within a class and in higher classes. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on date of hire with the District. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be certified mail to the last address given the District by the employee. Notice shall also be given to the CSEA Chapter President.

3.6 Layoff: The District and CSEA shall meet to review proposed layoffs and the effects thereof.

3.7 Seniority During Involuntary Unpaid Status: Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

3.8 Lunch Periods: All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be not less than one-half hour nor more than one hour, except for bus drivers, and shall be scheduled for full-time employees at about midpoint of each work shift. An employee required to work during his/her lunch period shall receive a normal lunch period as close as practicable to the midpoint of the work shift.

3.9 Rest Periods:

3.9.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each four-hour work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

3.9.2 Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of employees and supervisors.

3.9.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

- 3.9.4 Rest period facilities: The District shall make available adequate lunchroom, restroom, and lavatory facilities for staff use.

ARTICLE 4

LEAVES

4.1 General Responsibilities of Employees

- 4.1.1 In an emergency, the unit member shall make every effort to contact the District concerning impending absence within two (2) hours prior to the start of his/her work day, but in no event less than the start of his/her work day. Except in cases of emergency, all employees shall give notice of their impending absence to their supervisor during the day preceding the absence. Failure to give notice may result in the loss of pay for the day.
- 4.1.2 Employees shall indicate their intention to return to duty the following day by contacting the Director of Human Resources or immediate supervisor at least thirty (30) minutes prior to the end of their particular work day.
- 4.1.3 When required by the District, an employee shall undergo a physical or mental examination by a doctor selected by the District, and the cost of such examination shall be borne by the District. The employee shall authorize the doctor to release to the District only the results of the required examination relative to his/her ability to perform job duties.

4.2 Personal Necessity Leave

An employee may use up to eight days leave at his/her election, to be deducted from sick leave allowance, in cases of personal necessity including but not limited to the following:

- 4.2.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided under "Bereavement Leave."
- 4.2.2 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.
- 4.2.3 When resulting from an appearance in court or before any administrative tribunal as a party or witness under subpoena.
- 4.2.4 Cases of compelling personal importance. The District will require a request form to be filed in advance for all personal necessity leaves of absence except for illness in the immediate family or an accident involving the employee's person or property or the person or property of a member of the immediate family.

4.2.5 Any two (2) of the eight (8) days of accumulated sick leave days may be used consecutively without stating a reason for use of these days, provided that request form shall be filed in advance unless prevented by compelling circumstances. These leave days may not be used for the work days immediately prior to or after a school holiday, school recess or school break.

4.3 Sick Leave

4.3.1 All classified employees, full or part time, employed for five days a week for twelve months per fiscal year shall receive twelve (12) days sick leave at their regular daily rate of pay.

4.3.2 Sick leave will be pro-rated for employees working five days a week but less than twelve months, employees working less than five days a week for twelve months, and employees working less than five days a week for less than twelve months.

4.3.3 Sick leave shall accumulate from year to year with no limit to the days accumulated.

4.3.4 Accumulated unused sick leave shall provide retirement credit in accordance with appropriate Education Code provisions.

4.3.5 After exhaustion of one year's annual sick leave has been used and additional leave is necessary, an employee may, upon written request, use any accrued paid vacation leave. After all accrued paid leave is exhausted, an employee may, upon written request, be placed upon extended sick leave for a period not to exceed 100 working days. The employee may choose to use any other sick leave she/he has accumulated (at regular rate of pay); however, the number of those accumulated sick leave days used (over the one year's annual sick leave) will be subtracted from the 100 day extended sick leave entitlement. The rate of pay during extended sick leave will be his/her regular rate of pay less substitute's salary.

4.3.6 If the illness or injury is such that the performance of the unit member's regular duties might be harmful to the unit member or the District, the attending physician may be requested to provide a written authorization for the unit member to return to work. Any costs of authorization shall be borne by the District.

4.3.7 A physician's verification may be required of the employee after three (3) consecutive days of sick leave have been taken.

- 4.3.8 Assuming forewarning of the employee, a physician's verification of illness or injury may be required to be filed with the Director of Human Resources stating that the employee could not or should not perform his/her normal duties.
- 4.3.9 When requested, a written statement will be filed by the employee to the effect that she/he is a member or a religious sect, denomination, or organization and that she/he was treated for medical problems by the practice of his/her religion.

4.4 Maternity Disability Leave

Each regularly employed female shall be entitled to a disability leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto. The employee shall be entitled to use her accumulated sick leave and disability benefits allowable under appropriate sections of the California Education Code on the same basis provided for any other illness, injury, or disability.

The following rules shall apply:

- 4.4.1 The period of disability, including the date upon which leave shall begin, shall be determined by the employee and her doctor.
- 4.4.2 A statement from the employee's doctor as to the beginning date of such disability shall be filed with the Superintendent. This date shall be based on the employee's ability to render service in her current position.
- 4.4.3 The date of the employee's return to service shall be based upon her doctor's analysis and written statement of the employee's physical ability to render service and that she is no longer required to remain off duty due to her physical disability.
- 4.4.4 Upon return from leave, every reasonable effort will be made to reinstate the employee to the same position held at the time leave was granted.

4.5 Maternity Leave

In the event an employee desires a leave of absence for preparation for the birth of a child or for continued child care after the birth, she may apply for a maternity leave by submitting a written request to the District. The following rules shall apply:

- 4.5.1 Such leave may be granted at the discretion of the District and shall be considered as unrelated to the possible disability of the employee.

- 4.5.2 Leave for this purpose shall be granted without pay.
- 4.5.3 The time allowed for leave under this rule shall be based on the need of the District and may consider such aspects as the time of the year, the availability of qualified substitute Human Resources, the specialized requirements of the individual students and the school program.
- 4.5.4 Upon return from leave, every reasonable effort will be made to reinstate the employee to the same position held at the time the leave was granted.

4.6 Industrial Accident and Illness Leave

A classified employee sustaining an industrial accident or illness and unable to return to work shall be eligible to receive his/her regular paycheck under the "Industrial Accident or Illness Leave" of up to sixty (60) working days in any one fiscal year. The following regulations shall apply:

- 4.6.1 Leave will commence on the first day of absence.
- 4.6.2 When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 4.6.3 Allowable leave shall not be accumulative from year to year.
- 4.6.4 When entitlement to industrial accident or illness leave has been exhausted, entitlement to regular sick leave will then be used. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, she/he shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 4.6.5 When an employee on industrial accident or illness leave is able to return to work she/he shall be reinstated in his/her position without loss of pay or benefits. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

4.6.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, she/he shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available during the 39-month period, she/he shall be employed in a vacant position in the class of his/her previous assignment over all available candidates except for a re-employment list established because of lack of work or funds, in which case she/he shall be placed in accordance with the established seniority list. An employee placed on a re-employment list as provided herein who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

4.7 Paternity Leave

In the event that a male unit member desires a leave of absence immediately after the birth of his child, he may apply for up to two (2) days paternity leave by submitting a written request, Advance Notice of Absence, to the Director of Human Resources.

4.7.1 Leave under this provision may be granted at the discretion of the Director of Human Resources.

4.7.1.1 Leave granted under this provision may be deducted from the unit member's personal necessity leave, or

4.7.1.2 At the unit member's request, such leave may be taken without pay.

4.8 Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days, or five (5) days if out-of-state or a distance of 500 miles or more must be traveled. The immediate family is defined as: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.

4.9 Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty or is subpoenaed to appear in court. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

4.10 Military Leave

Employees shall be entitled to such leaves of absence benefits as are provided in Chapter VII of the Military and Veteran's Code, Section 389, et. seq.

4.11 Uncompensated Leave

Leave of absence without pay may be granted by the Superintendent for a period of not more than one month provided such leave does not seriously inconvenience the District. Leaves of absence without pay for periods exceeding one month may be granted only by the District Trustees and provided such leave does not seriously inconvenience the District.

4.11.1 Family Medical Leave

Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Government Code Section 12945.2) an employee may be eligible for either paid or unpaid family care and medical leave for family and medical purposes, depending on each employee's particular circumstances. The District will comply with all mandated provisions under these acts and reserves the right to act within the dictates of the law.

4.12 General Provision

Provisions of sick leave, extended disability leave, maternity disability, personal necessity, industrial accident/illness, bereavement, and jury duty/subpoenaed witness leaves shall not apply to any employee during any period when the employee would not be performing services for the District.

4.13 Paid Vacation

4.13.1 Eligibility: All permanent employees in the bargaining unit shall be entitled to paid vacation.

4.13.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it was earned.

4.13.3 Accumulation: Vacation shall be earned and accumulated on a monthly basis in accordance with the following schedule:

4.13.3.1 After one year of employment, the unit member shall receive ten (10) days vacation with pay.

- 4.13.3.2 After completing five years of employment, the unit member shall receive fifteen (15) days vacation with pay.
- 4.13.3.3 After completing fifteen years of employment, the unit member shall receive twenty (20) days of vacation with pay.
- 4.13.3.4 The above schedules shall be pro-rated for a unit member working less than twelve months per year.
- 4.13.3.5 All paid vacations shall have prior District approval. In case of a vacation conflict, the seniority list shall be utilized and the most senior employee(s) shall be granted preference in selecting vacation time.
- 4.13.3.6 Vacation accrual will be allocated according to the following schedule:
10 month employee (182-210 days) 8.333 vacation days; 11 month employee (211-236 days) 9.200 vacation days; 12 month employee (237.5 days) 10 vacation days
- 4.13.4 Vacation Pay: Pay for vacation days for all unit members shall be the same as that which would have been received had she/he been in a working status.
- 4.13.5 Vacation Pay Upon Termination: When a unit member is terminated for any reason after six months, she/he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 4.13.6 Any unit member, upon approval of his/her immediate supervisor, may request to carry over his/her annual vacation. A unit member may not carry forward from one fiscal year to the next fiscal year more than two (2) years of annual vacation. Total vacation taken at one time may not exceed the total of two (2) annual vacation entitlements.
- 4.13.7 If the District does not permit a unit member to take all or any part of his/her annual vacation, the amount not taken may (upon request of the unit member) be accumulated for use during the following fiscal year in accordance with 4.13.6 or be reimbursed in cash.
- 4.13.8 If a District approved holiday falls within a scheduled vacation period, one additional day shall be granted for each such holiday.
- 4.13.9 If a unit member's vacation becomes due during a period when on District authorized leave with compensation, she/he may request that the vacation date be changed and the District will grant such request in accordance with available vacation dates.

- 4.13.10 Any classified employee who commences a prescribed vacation period and subsequently becomes ill or is bereaved before the vacation period has been completed shall be placed either on sick or bereavement leave under the following conditions:
- 4.13.10.1 If the illness or bereavement is for three consecutive days or more.
 - 4.13.10.2 If the illness or bereavement is such that had the employee been working, sick or bereavement time would have been used.
 - 4.13.10.3 If the employee normally is required to return to duty immediately following the vacation period.
 - 4.13.10.4 If the request is filed with the District Superintendent within two weeks of the illness or bereavement or within, at the latest, one week of return to duty unless extraordinary extenuating circumstances prevent such filing.
 - 4.13.10.5 If the filed request outlines the reasons for the request and is substantiated.

When all or part of an employee's vacation is to be converted to sick leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance.

- 4.13.11 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit, eligible by law, with the following paid holidays:
- 4.13.11.1 New Year's Day—January 1
 - 4.13.11.2 Martin Luther King Day—third Monday in January
 - 4.13.11.3 Lincoln's Birthday—February 12
 - 4.13.11.4 President's Day
 - 4.13.11.5 Good Friday (½ day) -- Friday of the week of Spring Recess
 - 4.13.11.6 Memorial Day—the last Monday in May
 - 4.13.11.7 Independence Day—July 4
 - 4.13.11.8 Labor Day—the first Monday in September
 - 4.13.11.9 Admission Day (taken as ½ day on Christmas Eve and ½ day on

New Year's Eve making Christmas Eve and New Year's Eve full holidays)

4.13.11.10 Veteran's Day—November 11

4.13.11.11 Thanksgiving Day – Thursday and the following Friday

4.13.11.12 Christmas Eve (½ day) -- December 24

4.13.11.13 Christmas Day—December 25

4.13.11.14 New Year's Eve (½ day) -- December 31

4.13.12 Holiday Eligibility: Except as otherwise provided, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

4.13.13 Calendar: The District shall confer with CSEA representatives in developing the annual school calendar.

4.14 Sick leave, seniority, and vacation credit shall be given to 10-month employees for days that they work beyond their scheduled ten months.

ARTICLE 5

SPECIFICATION OF DUTIES

5.1 Upon initial employment or change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

ARTICLE 6

EQUAL TREATMENT

6.1 No employee in the bargaining unit shall be inappropriately favored or disfavored in wages, hours, or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap. No employee shall be inappropriately favored or disfavored as described above because of membership or nonmembership in the CSEA.

ARTICLE 7
TRANSFERS

- 7.1 Consideration: Employees in the bargaining unit shall be given consideration in filling any job vacancy, including promotion, after the announcement of the position vacancy. The District Equal Opportunity Employment policy will be utilized in all employee hiring.
- 7.1.1 Voluntary Transfer: A voluntary transfer is defined as a change in work location, but not job class or salary, which is initiated at the employee's request. Voluntary transfer will be based on the qualifications of the applicants to perform the duties entailed in the position. Seniority will be one of the factors in consideration of voluntary transfers. A permanent employee may request to be transferred to a position in a related class on the same salary schedule.
- 7.1.2 Involuntary Transfer: An involuntary transfer is a transfer within the same classification at the request of the District. Specific reasons for the transfer will be provided to the employee upon the employee's request. Notice will be given to the employee of an involuntary transfer ten (10) working days prior to being transferred in order for the employee to have an opportunity to discuss the transfer with the appropriate supervisor.
- 7.1.3 All vacancies shall be posted by the District on the bulletin board for not less than five (5) working days at all work locations. Any employee in the bargaining unit may apply for consideration for transfer or promotion by filing a written notice with the Director of Human Resources.
- 7.2 Lateral Transfers: All vacancies shall be posted on the bulletin board by the District for not less than five (5) working days at all work locations prior to being filled. Any employee in the bargaining unit may apply for consideration for transfer to that position by filing a written notice with the Director of Human Resources.
- 7.3 For any employee on leave or vacation during the period of the posting, the District shall make every effort to mail a copy of the notice by first class mail on the date the position is posted.
- 7.4 An employee on leave or vacation shall have the right to have his/her Association representative file for consideration of the transfer in his/her behalf.

ARTICLE 8
EQUIPMENT AND PERSONAL PROPERTY

- 8.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- 8.2 Employee-Owned Automobile Insurance: The District agrees to provide secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.

ARTICLE 9
SAFETY CONDITIONS OF EMPLOYMENT

- 9.1 District Safety Committee: CSEA will have two (2) representatives selected by the Executive Board on the District's Safety Committee. Should the District's Safety Committee dissolve for any reason the District agrees to revert back to Article 9.1.1.
- 9.1.1. Safety Committee: A safety committee composed of two members appointed by the District and two members appointed by CSEA shall meet three (3) times each calendar year, this committee shall review health, safety trainings, sanitation of working conditions to ensure compliance with CAL/OSHA and California Health and Welfare Standards. This committee shall make recommendations to the District concerning the improvements in health, safety trainings and sanitation of working conditions.
- 9.2 Safety Reports/No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this Article.
- 9.3 Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others as prescribed by CAL/OSHA, the District agrees to furnish such equipment or gear.

ARTICLE 10
EVALUATION PROCEDURES

- 10.1 General: Persons Responsible For Evaluations
Evaluations shall be performed by the unit member's immediate supervisor/administrator who is directly responsible for the duties of said employee.

- 10.2 Probationary Employee: A person employed by the District to fill a regularly established full-time or part-time position shall be classified as probationary during the first year of paid service. Probationary employees shall be evaluated a minimum of three (3) times during the probationary period. Such evaluations shall be done at the end of the fourth (4th), ninth (9th), and twelfth (12th) month of employment. All probationary employees will have their evaluation conference within two (2) weeks of the end of each evaluation period.
- 10.3 Permanent Employee: A bargaining unit member who has successfully completed an initial probationary period. Written evaluations will be made annually thereafter. All written evaluations shall be done prior to May 15th.
- 10.4 Promotional Probationary Period: A bargaining unit member who is promoted shall serve a probationary period of six (6) months in the new classification. If it is reasonably determined within such period that the bargaining unit member cannot perform the duties of the position, said bargaining unit member shall be returned to his/her former position.
- 10.5 Evaluation:
- 10.5.1 Bargaining unit member evaluations shall be placed in the personnel file of each employee and maintained at the Director of Human Resource's office. No adverse action of any kind shall be taken against the unit member based upon materials which are not in the employee's personnel file.
- 10.5.2 When an evaluation of less than satisfactory performance is made, an employee shall have a designated time to show improvement. If timeline is in dispute, parties involved will bring to Director of Human Resources and Job Steward for a resolution. A second evaluation shall be given at the end of this period.
- 10.5.3 No evaluation shall be based on hearsay statements or comments without an investigation by the immediate supervisor/administrator.
- 10.5.4 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
- 10.5.4.1 Specific written recommendations for improvement
- 10.5.4.2 Directed assistance to implement the recommendations
- 10.5.4.3 Provisions of any additional resources to be utilized to assist with improvement, if applicable
- 10.5.4.4 Techniques and means of measuring improvement
- 10.5.4.5 Time schedule to monitor progress
- 10.6 All marks, comments, suggestions, and dates must be made in ink or by typewriter. Signatures of the evaluator and the evaluatee must be in blue or black ink. If changes are necessary the original mark or comment may be crossed out and the correction initialed by the unit member. No erasures are permitted.

- 10.6.1 Performance evaluations shall be based upon objective information. Objective information may include, but not limited to the following:
 - 10.6.1 Direct observation by the immediate supervisor/administrator
 - 10.6.2 District records or documents
 - 10.6.3 Conferences and other direct communication between the immediate supervisor/administrator and the person being evaluated
 - 10.6.4 Written commendations and /or complaints
 - 10.6.5 Written communications from the person being evaluated
- 10.7 Unit members shall be provided with a copy of their evaluation and all written material that affects an evaluation prior to its submission to the Director of Human Resource and subsequent placement in the employee's personnel file. The signature of the person being evaluated does not indicate that she/he agrees with the evaluation, but that she/he has been presented with a copy, read the written evaluation, and that a conference was held. The unit member will be provided with a signed copy of the evaluation, with a second copy to be placed in the employee's file. The unit member shall be entitled to respond to the evaluation and written material within ten (10) workdays of its receipt and have such response permanently attached to the evaluation. Upon request, the evaluator may grant an additional five (5) days for the response.
- 10.8 Unit members shall be provided with copies of any negative written material ten (10) work days before it is placed in the employee's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 10.9 Unit members have the right, upon request, during non-working hours to examine and/or obtain copies of any material from the employee's personnel file.
- 10.10 All personnel files shall be kept in confidence and shall be available for inspection to immediate supervisors and, administrators, when actually necessary in the proper administration of the District's affairs or the immediate supervision of the unit member. The District shall keep a log indicating the persons who have examined a personnel file, as well as the date of such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the unit member. The log shall be maintained in the employee's personnel file.
- 10.11 Unit members have the option of requesting the District to seal negative material that may be contained in their personnel file two (2) years after the date of entry of such material. Said seal shall be broken at the discretion of the Superintendent after written notice has been sent to the employee.

ARTICLE 11
ORGANIZATIONAL SECURITY

- 11.1 The Association shall have the sole and exclusive right to have membership dues, service fees, or “religion exception” fees deducted from the payroll of employees by the district. The District shall, upon request of the employee, deduct the above dues or fees in accordance with the current CSEA dues and service fees schedule and in compliance with this article.
- 11.2 The District shall inform each employee that payment of the above dues or fees is a statutory requirement, and, upon request of the Association. All fees are set by state and local association.
- 11.3 Hold Harmless Clause: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other action arising from the organization security provisions contained herein.
- 11.4 Distribution of Contract: Within sixty (60) days after the execution of this contract, the District shall electronically post the Agreement on the District website. The District will provide one hard copy of the contract per member of the Executive Council up to six (6) copies on an annual basis.
- 11.5 The District recognizes the need and affirms the right of CSEA to designate job representatives from among employees in the unit. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. These employees will be members of the Employer/Employee Relations Committee (EERC).
- 11.5.1 Authority: Job representatives shall have the authority to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement.
- 11.5.2 CSEA Staff Assistance: Job representatives shall be entitled to seek and obtain assistance from CSEA staff personnel.
- 11.6 Student Employees: The District shall not employ any students under any secondary school or college work study program, or in any state or federally funded work experience program, in any position who would displace a regular assigned employee during the employee’s contract year.

ARTICLE 12
GRIEVANCE PROCEDURE

12.1 Definition of Terms

- 12.1.1 Grievance: A grievance is defined as a written complaint of an employee, employees, or the Association involving the misinterpretation, misapplication, or alleged violation of the provision (s) of this Agreement. Any concern on matters outside this Agreement may be referred to EERC (Employer/Employee Relation Committee).
- 12.1.2 Grievance Procedure: It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. Where this procedure proves impossible, a grievant may proceed through the steps listed herein in an effort to achieve resolution of his/her problem. The grievant may have a representative present each step of the grievance procedures; however, the grievant must be present at each step except at the EERC, where the grievant's appearance is optional.
- 12.1.3 Day: A day, for the purpose of this Article, is any day in which the Human Resources Office is open for business.
- 12.1.4 Appropriate Supervisor: The administrator/immediate supervisor is the person who is responsible for the act or occurrence being grieved.

12.2 General Procedures

- 12.2.1 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered maximums. The time limits may, however, be extended by mutual agreement. Also, the time limits may be reduced in an attempt to resolve the issue prior to the end of school. Before final resolution at Level 2 or higher, a copy of the grievance and proposed resolution shall be sent by the appropriate supervisor to the Association, which has the right to respond.
- 12.2.2 Time limits for appeal provided in each level shall begin the day following receipt of written decision by the interested parties.
- 12.2.3 Failure to appeal a decision within the specified time limits as changed pursuant to paragraph 12.2.1 shall constitute an acceptance of the decision.

- 12.2.4 If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.
- 12.2.5 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 12.2.6 No reprisals of any kind shall be taken by any member or representative of the administration or the District against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 12.2.7 When it is necessary for a representative designated by the Association to attend a grievance meeting during the day, he/she shall (upon notice to the Director of Human Resources by the president of the Association) be released without loss of pay in order to permit participation in the meeting.
- 12.2.8 Until final resolution of a grievance, the grievant(s) shall conform to the District's interpretation of the matter contested.
- 12.2.9 All extensions of timelines shall be made in writing to the parties involved and mutually agreed upon.
- 12.2.10 If any of the timelines in this Article run into the unit member, supervisor, or administrator non-workdays, the parties have the right to extend the grievance procedure upon his/her return.

12.3 Level One (Informal)

A grievant will first discuss the grievance with the appropriate supervisor, either individually or accompanied by the Association's designated grievance representative with the objective of resolving the matter informally. The informal meeting between the grievant and the supervisor must be held no later than twenty (20) business days after the grievant became aware of, or by the exercise of reasonable diligence could have become aware of the event upon which the grievance is based. The supervisor shall issue a written response within ten (10) business days after meeting with the grievant.

12.4 Level Two (Formal)

If the grievant is not satisfied with the decision at Level One, the grievant may initiate Level Two in writing to the Director of Human Resources no later than ten (10) business days from the supervisor's written response. The written grievance shall include:

- 12.4.1 How the individual grievant was adversely affected by way of injury, loss or inconvenience;

12.4.2 The specific section of the contract allegedly violated;

12.4.3 The results of previous discussions;

12.4.4 Specific nature of his/her dissatisfaction with the results of previous discussions;

12.4.5 Decisions previously rendered; and

12.4.6 The specific remedy sought by the unit member to resolve the grievance.

The Director of Human Resources shall meet with the grievant, who may be accompanied by a representative of the Association, in an effort to resolve the grievance. The Director of Human Resources shall issue a written decision within ten (10) business days after receipt of the written grievance.

12.5 Level Three

If the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision to the Superintendent or designee within ten (10) business days the date of the decision is dated. This statement shall include a copy of the original grievance and appeal, the decision rendered at each level, and a clear concise statement of the reasons for the appeal. The Superintendent shall meet with the grievant within ten (10) business days upon receipt of an appeal, in an attempt to resolve the grievance. The grievant may be accompanied by a representative of the Association. The Superintendent shall issue a written decision within ten (10) business days after the Level III meeting.

12.6 Level Four

If the grievant is not satisfied with the deposition of the grievance at Level Three, the grievant may appeal the matter to the Board of Trustees. The appeal must be submitted in writing to the Superintendent within ten (10) business days of the decision at Level Three. All written documents concerning the grievance, in addition to other written evidence of mitigating nature submitted by the grievant, shall be provided to the Board of Trustees. The Board shall review the grievance in closed session no later than the second regular Board meeting following the receipt of the appeal. The Board shall render the decision in closed session and instruct the Superintendent to provide the grievant with a written copy of the said decision. The decision of the Board shall be final, except that nothing shall bar the rights of the grievant to pursue the grievance through legal avenues available.

The Board shall limit their decision strictly to the violation, interpretation or application of the specific articles and sections of this Agreement, and shall be without power of authority to add to, delete from, or modify the terms of this Agreement.

ARTICLE 13
PROFESSIONAL GROWTH PROGRAM

- 13.1 A unit member may initiate a Professional Growth Proposal (PGP).
- 13.2 The PGP must meet the following criteria:
- 13.2.1 It must enhance the unit member's job related skills.
- 13.3 The PGP will be reviewed by the supervisor. The supervisor shall use the following criteria to approve or disapprove the request.
- 13.3.1 Importance/relationship to current job
- 13.3.2 Budgeting needs
- 13.3.3 Timeliness
- 13.3.4 Department needs, i.e., staffing levels
- 13.4 Reimbursement may include any or all of the following:
- ▶ Release time with pay
 - ▶ Registration fees
 - ▶ Tuition
 - ▶ Materials
 - ▶ Mileage
 - ▶ Meals
 - ▶ Housing accommodations, if necessary
- Reimbursement will be based on the criteria identified in 13.3.
- 13.5 Professional growth reimbursement will be paid only after the supervisor confirms the completion of the PGP.
- 13.6 All requests must be submitted on Classified Employee Request for Professional Growth form.
- 13.7 San Benito High School agrees to provide training in accordance with state and federal regulations governing the specialized physical health care needs of pupils.
- 13.8 The District will provide CPR, First Aid and De-escalation training to all unit members based upon the certification requirements and timeline for each training.

ARTICLE 14
HEALTH AND WELFARE BENEFITS

- 14.1 Employees whose workday is four (4) hours or greater and were hired prior to the signing of this agreement shall receive full medical, dental, and vision coverage for themselves and their dependents until June 30, 2014, based on 14.3 below. (Settlement Agreements, 9/21/83-Duration)
- 14.2 Bargaining unit employees whose work day is four (4) hours or greater shall receive medical, dental, and vision coverage for themselves, their spouse, domestic partner, (as authorized by the state of California) and their dependents on a pro-rata basis as it relates to an eight-hour day.
- 14.3 2011-12, 2012-13, 2013-2014:
The District will fully fund the following health benefits package, or a replacement plan offered by SISC: SISC 100A\$10, Rx7-25; Delta Dental: \$2,000 annual maximum; Vision Service Plan: exam, lenses, frames every 12 months, \$20 co-pay, (as set by SISC).
- The District will pay up to the following amount for each full time unit member and pro rata amounts for part-time unit members who are .50 FTE or more:
- i. 2011-2012: fully funded
 - ii. 2012-2013: fully funded
 - iii. 2013-2014: capped
- The cost established on October 1, 2012 will remain the total District contribution after September 30, 2013 unless a different amount is negotiated. Any increase over the 2012-13 amount shall be borne by unit members through automatic payroll deduction, unless a different amount is negotiated.
- 14.4 Each unit member may select among the plans available from the San Benito High School District. The District shall determine the insurance carrier for any negotiated benefits provided that no decrease in coverage results from a change in carrier(s).
- 14.5 If a full-time bargaining unit member elects a plan other than the SISC 100 A-10 plan with second tier pharmacy (\$7 generic, \$25 brand, \$14 generic by mail, \$60 brand by mail), full-time bargaining unit members, who select plans with associated costs lower than the District contributions shall receive a cash difference (less statutory cost) between the District's contribution and the cost of the unit member's plan.
- 14.6 The employee may choose an IRC 125 plan from either American Fidelity or Self Insured Schools of California.

- 14.7 The parties agree to continue a joint labor-management committee to be known as the "Employee Benefit Committee," composed equally of District representatives and bargaining unit employees appointed by CSEA Executive Board. This committee shall meet at least annually to research and review proposed and existing medical/dental programs to ensure that quality and cost effectiveness criteria are maintained. The committee shall meet periodically with medical/dental/vision insurance providers to determine that benefits are being accorded as required by the various benefit programs.

ARTICLE 15

WAGES

- 15.1 For the 2014-15 school year, the parties agree to increase the classified salary schedule by 6% for all bargaining unit members who are employed and performing their respective duties as of the date of ratification, retroactive to July 1, 2014.

For the 2014-15 school year, the parties agree to a one-time payment of \$300.00 to be issued in the December supplemental payroll for all bargaining unit members who are employed and performing their respective duties as of the date of ratification.

For the 2015-16 school year, the parties agree to increase the classified salary schedule by 4% for all bargaining unit members who are employed and performing their respective duties during 2015-16 school year, effective July 1, 2015.

For the 2015-16 school year, the parties agree to a one-time payment of \$300.00 to be issued in the December supplemental payroll for all bargaining unit members who are employed and performing their respective duties.

- 15.2 Longevity benefits shall accrue as follows:
- 15.2.1 After the completion of five years of District service, unit members shall receive 2% longevity pay in addition to their base salary.
 - 15.2.2 After the completion of ten years of District service, unit members shall receive a total of 4% longevity pay in addition to their base salary.
 - 15.2.3 After the completion of fifteen years of District service, unit members shall receive a total of 6% longevity pay in addition to their base salary.
 - 15.2.4 After the completion of twenty years of District service, unit members shall receive a total of 8% longevity pay in addition to their base salary.
- 15.3 The District will support the establishment of a 457 or 401k Benefit Plan with California

Public Employees Retirement System (CalPERS) during the 2005-06 school year for the voluntary participation of all bargaining unit members.

15.3.1 The District and CSEA shall work collaboratively to establish the plan and deliver an education and enrollment plan for the 457 Benefit Plan.

15.4 The District will effect PERS pick up for all unit members as provided for by Internal Revenue Code 414-H-2 (see also Government Code Section 20615). It is understood that employees continue to make their own PERS contributions; however, their contributions will not be subject to income tax.

ARTICLE 16

EARLY RETIREMENT

16.1 District employees who retire between the ages of 50 and 65 who have ten (10) years of continuous employment with the District immediately prior to their retirement may, at their expense, continue their coverage under the District's health and welfare plan.

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 are the exclusive right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the type and level of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns, determine the number and type of Human Resources required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; contract out work as legally allowed by Government or Education Codes; take action on any matter in the event of an emergency as determined by the Board of Trustees.

In addition, The District retains the right to hire, assign, classify, evaluate, promote, terminate, and discipline employees except as limited by this Agreement.

17.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policy, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms and are in conformance with existing law.

17.3 The District retains its right to amend, modify, or resend 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.

- 17.4 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.
- 17.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of the above described rights of the District is subject to the grievance provision set forth in this Agreement.

ARTICLE 18

CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there will not be strike, work stoppage, slow down or refusal or failure to fully and faithfully perform job functions and job responsibilities, or other interference with the operation of the District by CSEA or by and of CSEA officers, agents, or members during the term of the Agreement, including compliance with the requests of other labor organizations to engage in such activities.
- 18.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow down or other interference with the operation of the District by unit members who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 18.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.
- 18.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Agreement from any unit member and/or CSEA.

ARTICLE 19

NO LOCKOUT

- 19.1 During the term of this Agreement, the District agrees not to engage in any lockout of bargaining unit employees. From the start of the academic year in September until its close in June, except as modified by the school year calendar, the District agrees not to "shut down" the school plant to deny bargaining unit members access to the work site to fulfill their work schedules.
- 19.2 The above provision will prevail in the event of any concerted activity by other labor organizations representing non-classified District Human Resources.

ARTICLE 20
SAVINGS

- 20.1 If, during the life of this Agreement, there exists any applicable law or any applicable rules, regulations, or order issued by government authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE 21
COMPLETION OF AGREEMENT

- 21.1 This document comprises the entire Agreement between the District and Association on the matters within the lawful scope of negotiations. There shall be no further obligation to meet and negotiate during the term of this Agreement on any subject whether or not said subject is covered by this Agreement even though such subject was not known nor considered at the time of negotiations leading to execution of this Agreement.
- 21.2 Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 22
DURATION AND RE-OPENERS

- 22.1 The term of the Agreement shall be for the three (3) years from July 1, 2014 to June 30, 2017. All components of the Contract will be in effect until a successor Agreement has been reached.
- 22.2 At any time during the term of this Agreement the parties may, by mutual agreement, meet and negotiate to change, modify, or amend any part of this Agreement.
- 22.3 This Agreement is closed for the 2014-2015 school year.

During the 2015-2016 school year, each party may reopen two (2) articles, except for Article 15 (Wages).

During the 2016-2017 school year, each party may reopen Article 14 and 15 and two (2) other articles.

- 22.4 Additionally, during the term of this Agreement, if the District eliminates or increases for any other employee group or employee, the cap on its contribution to benefits which is

currently set at the October 1, 2012 amount, this shall also apply to CSEA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 3rd day of November, 2014.

RATIFICATION DATES:

SAN BENITO HIGH SCHOOL DISTRICT

November
By School Trustee Action

By /s/_____
President, Board of Trustees

November
By SBHSD Chapter #173, CSEA

CALIFORNIA SCHOOL EMPLOYEES ASSN.
San Benito High School, Chapter #173

By /s/_____
President, SBHS Chapter #173 CSEA

SETTLEMENT DATE:

SAN BENITO HIGH SCHOOL DISTRICT

SBHSD

By /s/_____
Director of Human Resources

By SBHS Chapter #173, CSEA

CALIFORNIA SCHOOL EMPLOYEES ASSN.
San Benito High School, Chapter #173

By /s/_____
Chief Negotiator, SBHS Chapter #173 CSEA

RECOGNIZED CLASSIFIED HUMAN RESOURCES UNIT

For the purpose of consummating this Agreement, the Board of Trustees of the San Benito High School District grants recognition to the San Benito High Chapter #173, CSEA, as the exclusive representative of District classified employees. The recognized unit includes all District classified employees (full and part-time) except for the positions designated as confidential and/or supervisory, as listed below:

- Administrative Assistant to the Superintendent
- Career/Job Training Coordinator
- Coordinator of Testing, Assessment and Data Collection
- Fiscal Services Supervisor
- Food Services Supervisor
- Human Resources Specialist I
- Human Resources Specialist II
- Manager of Maintenance, Operations and Facilities
- Manager – Student Support
- Principal's Secretary
- Supervisor of Security
- Supervisor of Transportation

EXHIBIT B

SAN BENITO HIGH SCHOOL
 2014-2015 Classified Salary Schedule

(Based on eight-hour, 12 month schedule)

Beg. Comp. Figure= 1,719.206

RANGE	A		B		C		D		E	
1.0	1,719	9.92	1,805	10.41	1,895	10.94	1,990	11.48	2,090	12.06
2.0	1,805	10.41	1,895	10.94	1,990	11.48	2,090	12.06	2,194	12.66
3.0	1,895	10.94	1,990	11.48	2,090	12.06	2,194	12.66	2,304	13.29
4.0	1,990	11.48	2,090	12.06	2,194	12.66	2,304	13.29	2,419	13.96
5.0	2,090	12.06	2,194	12.66	2,304	13.29	2,419	13.96	2,540	14.65
6.0	2,194	12.66	2,304	13.29	2,419	13.96	2,540	14.65	2,667	15.39
7.0	2,304	13.29	2,419	13.96	2,540	14.65	2,667	15.39	2,800	16.16
8.0	2,419	13.96	2,540	14.65	2,667	15.39	2,800	16.16	2,940	16.96
9.0	2,540	14.65	2,667	15.39	2,800	16.16	2,940	16.96	3,087	17.81
10.0	2,667	15.39	2,800	16.16	2,940	16.96	3,087	17.81	3,242	18.70
11.0	2,800	16.16	2,940	16.96	3,087	17.81	3,242	18.70	3,404	19.64
12.0	2,940	16.96	3,087	17.81	3,242	18.70	3,404	19.64	3,574	20.62
13.0	3,087	17.81	3,242	18.70	3,404	19.64	3,574	20.62	3,753	21.65
14.0	3,242	18.70	3,404	19.64	3,574	20.62	3,753	21.65	3,940	22.73
15.0	3,404	19.64	3,574	20.62	3,753	21.65	3,940	22.73	4,137	23.87
16.0	3,574	20.62	3,753	21.65	3,940	22.73	4,137	23.87	4,344	25.06
17.0	3,753	21.65	3,940	22.73	4,137	23.87	4,344	25.06	4,562	26.32
18.0	3,940	22.73	4,137	23.87	4,344	25.06	4,562	26.32	4,790	27.63
19.0	4,137	23.87	4,344	25.06	4,562	26.32	4,790	27.63	5,029	29.01
20.0	4,344	25.06	4,562	26.32	4,790	27.63	5,029	29.01	5,281	30.47
21.0	4,562	26.32	4,790	27.63	5,029	29.01	5,281	30.47	5,545	31.99
22.0	4,790	27.63	5,029	29.01	5,281	30.47	5,545	31.99	5,822	33.59

Longevity Pay: After completion of 5 years of District service unit members shall receive 2% longevity in addition to base salary

After completion of 10 years of District service unit members shall receive a total of 4% longevity in addition to base salary

After completion of 15 years of District service unit members shall receive a total of 6% longevity in addition to base salary

After completion of 20 years of District service unit members shall receive a total of 8% longevity in addition to base salary

2013-14 salary schedule + 6%

Settlement agreement: November 3, 2014
 Board approved: November 12, 2014

Classified Salary Schedule 2014-15for posting.xls