

ISLAND UNION SCHOOL DISTRICT

CSEA CONTRACT

JULY 1, 2016 –JUNE 30, 2019



Table of Contents

ARTICLE I – PARTIES TO THE AGREEMENT	3
ARTICLE II – RECOGNITION	4
ARTICLE III – DISTRICT RIGHTS	5
ARTICLE IV – GRIEVANCE PROCEDURE	6
ARTICLE V – EMPLOYEE RIGHTS	9
ARTICLE VI – NO DISCRIMINATION... ..	10
ARTICLE VII – ORGANIZATIONAL SECURITY	11
ARTICLE VIII – ORGANIZATIONAL RIGHTS	12
ARTICLE IX – COMPENSATION AND BENEFITS	13
ARTICLE X – HOURS	14
ARTICLE XI – PAY AND ALLOWANCES	16
ARTICLE XII – EVALUATIONS	17
ARTICLE XIII – LEAVE PROVISIONS	18
ARTICLE XIV – HOLIDAYS	24
ARTICLE XV – VACATIONS	25
ARTICLE XVI – REASSIGNMENTS AND FILLING OF VACANCIES	26
ARTICLE XVII – SAFETY	27
ARTICLE XVIII – CONCERTED ACTIVITIES	28
ARTICLE XIX – EFFECT OF AGREEMENT	29
ARTICLE XX – COMPLETION OF MEET AND NEGOTIATION	30
ARTICLE XXI – TERMS	31
APPENDIX “A” – Calendar of Holidays	32
APPENDIX “B” – Salary Schedule	33

ARTICLE I: PARTIES TO THE AGREEMENT

This is an Agreement made and entered into the 18th day of September, 2013, between the Island Union Elementary School District (hereinafter referred to as “District”) and the California School Employees Association and its Island Union Chapter No. 715 (hereinafter referred to as “Association”)

ARTICLE II: RECOGNITION

The District hereby confirms its recognition of the Association as the exclusive representative for that unit of employees certified by the Public Employment Relations Board in Case No. F-R-754, dated March 20, 1984. A copy of such certification is attached hereto as Exhibit "I".

ARTICLE III: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its education policies, goals and objectives; insure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and expressed terms are in conformance with law.
- 3.3 The District retains its right to amend, modify or rescind policies referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article IV, "Grievance Procedure". However, such determination shall not be arbitrary or capricious.

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 DEFINITIONS

- 4.1.1 A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation of this collective bargaining agreement.
- 4.1.2 A “grievant” shall mean an employee covered by this Agreement filing a grievance and/or the Association.
- 4.1.3 A “day” is any day in which the central administrative office of the District is open for business.
- 4.1.4 The “immediate supervisor” is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.

4.2 PROCESSING OF A GRIEVANCE

4.2.1 INFORMAL LEVEL

Within ten (10) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant immediate supervisor.

4.2.2 LEVEL I

Failing to resolve the difficulty through informal means, the grievant may within ten (10) days from the informal conference register a formal grievance. The grievance shall be in writing, on forms approved by the District with copies to the Association, his/her immediate supervisor and the Superintendent, stating the following:

- a. Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;
- b. Steps taken to resolve differences through informal means;
- c. Steps the grievant recommends the District take to remedy the grievance.

The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within ten (10) days.

4.2.3 LEVEL II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent or his designee within ten (10) days after receiving the Level I decision. The written appeal shall contain the following:

- a. A copy of the original grievance;
- b. The decision rendered at Level I;
- c. A clear concise statement of the reasons for the appeal.

The District Superintendent or his designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

4.2.4 LEVEL III

If not satisfied with the decision at Level II, the grievant may, within ten (10) days, appeal the decision to the Board of Trustees.

The grievant shall furnish the Board with a full report of the grievance. The board, at its next regularly scheduled meeting, shall review the record and if it finds it necessary, shall hear additional testimony or receive additional evidence.

The decision of the Board shall be final and binding on all parties.

4.3 REPRESENTATION

4.3.1 No employee shall be required to be represented by the Association in processing a grievance.

4.3.2 An Employee may request the Association to represent him/her in all stages of the grievance procedure.

4.3.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.

4.3.4 If an employee pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.

4.3.5 Designated Association representatives shall receive time off from duties without loss of compensation for the purpose of processing grievances beyond the Informal Level subject to the following conditions:

- a. No later than fifteen (15) days following ratification of the Agreement, the Association shall designate in writing to the Superintendent no more than one (1) employee who shall be entitled to time off as the Association grievance representative. Said designation may be changed once a year on or before June 30th.
- b. The representatives shall notify the District twenty-four (24) hours prior to release from duties in order that a substitute may be obtained, unless a conference is scheduled between the grievant and the administration with less than twenty-four (24) hour notice to the grievant.
- c. Such time shall be limited solely to representing a grievant in a conference with a management person beyond the Informal Level and in no way shall this include the use of such time for matters such as gathering information, interviewing witnesses or preparing presentations.
- d. No more than one representative per grievance shall be released at a time.

4.4 The rights of the District under Article III, "District Rights" are excluded from this procedure, except that any limitations on those rights contained in this agreement shall be subject to this Article.

4.5 TIME LIMITS

- 4.5.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.
- 4.5.2 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.
- 4.5.3 Time limits in this policy may be extended by mutual agreement between the grievant and the District Administration.

ARTICLE V: EMPLOYEE RIGHTS

5.1 The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

5.2 PERSONNEL FILE

5.2.1 The personnel file of each employee shall be maintained at the District's central administrative office. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file. No disciplinary action shall be taken against an employee based upon written materials which are not in the personnel file.

5.2.2 Employees shall be provided with copies of any derogatory, written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours to initial and date the material. Any written response prepared by the employee shall be attached to the material if submitted within ten (10) days.

5.2.3 An employee shall have the right at any reasonable time to examine or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved. An employee may designate, by signed authorization, a CSEA labor relations representative to examine his/her personnel file.

5.2.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

5.2.5 Any person who places written material or drafts written material for placement in the employee's file shall sign the material and signify the date on which material was placed in the personnel file.

5.3 Release Time for Evening Custodian to Attend Annual Chapter Meeting

5.3.1 Release time of not more than 1.5 hours shall be granted to any bargaining unit members whose work shift would otherwise prevent his/her attendance at, no more than 2, CSEA evening (after 6 pm) chapter meeting(s). Employees shall notify their site administrator at least twenty-four hours in advance of the chapter meeting.

ARTICLE VI: NO DISCRIMINATION

No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of his/her 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.

ARTICLE VII: ORGANIZATIONAL SECURITY

The District will deduct from the pay of Association members and pay to the Association the normal regular monthly association membership dues, as voluntarily authorized in writing by the employee on the District form subject to the following conditions:

- a. Such deductions shall be made only upon the submission on a mutually agreed upon form of a duly executed and revocable authorization by the employee.
- b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- c. The Association shall provide the members with adequate and necessary data on any dues increase at a time sufficiently prior to an effective date of any increase in order to provide the members with the opportunity to revoke any authorization.

ARTICLE VIII: ORGANIZATIONAL RIGHTS

- 8.1 All Association business and activities shall be conducted outside of work hours, except for lunch, breaks or before or after established work hours.
- 8.2 CSEA shall have the right to access at reasonable times to areas where employees work for the purpose of representing bargaining unit members on grievances.
- 8.3 CSEA shall have the right to use bulletin board and mailboxes for transmitting Association information and business materials. The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel.
- 8.4 CSEA shall have the right to use without charge district buildings at reasonable times with advance notice to and permission of the Superintendent for conducting Association business.
- 8.5 CSEA shall have the right to review an employee's personnel file when accompanied by the employee or upon written authorization signed by the employee.
- 8.6 The District shall provide the Association eight (8) hours of paid release time per year for Association business. The District shall be given one week of advance notice for this release time.
- 8.7 CSEA will be informed of any new hire and informed of the initial meeting to review the CSEA contract.

ARTICLE IX: COMPENSATION AND BENEFITS

- 9.1 For the 2016-17 plan year, the District will contribute \$966 per month toward the cost of the premium for health, dental, vision and prescription coverage under the Self-Insured Schools of California for all employees (and eligible dependents) working more than six (6) hours per day, five (5) days a week or more than thirty (30) or more hours per week, as of July 1, 2016.
- 9.2 Except as stated in 9.3 below any employee hired on or after December 1, 2006 must work more than 6 hours per day for 5 days per week in order to be eligible for health and welfare benefits.
- 9.3 Unless eliminated by way of layoff, each of the positions listed below shall continue to qualify for health, welfare, and dental and vision insurance coverage even if the number of hours per day assigned to any one of the positions is reduced below the number of hours per day indicated for each position in the following list.
 - a. Maintenance - 8 hours per day
 - b. Night Custodian - 8 hours per day
 - c. Cafeteria Manager - 8 hours per day
 - d. Assistant Cafeteria Manager – 6 hours per day
 - e. Instructional Aide – 6.25 hours per day
 - f. Instructional Aide – 6.25 hours per day
- 9.4 Me-Too Provision: The District agrees to adjust the salary schedule and the cap to the Health and Welfare benefits the same as other District Bargaining units for the term of this Agreement.
- 9.5 Effective August 2, 2013 the District will choose one medical insurance plan offered to insure that there is a plan offered that is affordable and has minimum value coverage as required by Health Care Reform legislation if District is required to abide by the Health Care Reform provisions. This does not preclude pursuing other options and plans.
- 9.6 The District will purchase a \$25,000 term life insurance policy for each CSEA employee beginning on July 1, 2017. Any increase in cost after June 30, 2018 would be incurred by the employee.

ARTICLE X: HOURS

- 10.1 The regular work week of a full-time unit member shall be forty (40) hours, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work days shall be at the sole discretion of the District management.
- 10.2 The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designed by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40) hours in a calendar week. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours. For the excused from work because of holiday, sick leave, vacation, compensation time off, or other paid leaves of absence shall be considered as time worked by the unit member.
- 10.3 Notwithstanding Sections 10.1 and 10.2 of this Article, the work week for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.
- 10.4 All unit members who have been on duty for six (6) hours shall be entitled to an unpaid duty-free lunch period from thirty (30) minutes to one hundred twenty (120) minutes per day.
- 10.5 All full-time bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work as scheduled by the district. Teacher Aides working more than five (5) hours per day shall be entitled to two (2) paid rest periods of fifteen minutes in duration per day as scheduled by the District.
- 10.6 ADJUSTMENT OF ASSIGNED TIME
Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours worked, effective with the next pay period.
- 10.7 COMPENSATORY TIME OFF
10.7.1 An employee in the bargaining unit shall have the option to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime.

10.7.2 Compensatory time shall be taken at a time mutually acceptable to the employer and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash at the appropriate overtime rate based on the employee's current rate of pay.

10.7.3 Bargaining unit members shall be entitled to the following paid "Travel Days": The Wednesday immediately preceding Thanksgiving Day, and December 31 of every year, if and when it is an assigned work duty day. (Note: It is not the intention of this language to provide a paid "Travel Day" if and when December 31 falls on a weekend.

10.8 PROFESSIONAL DEVELOPMENT/DISTRICT BUSINESS

10.8.1 Classified employees shall be required to attend professional development activities/school business for one (1) day prior to school beginning each year. Employees who are not otherwise scheduled to work on this professional development day will receive overtime pay/compensatory time for one work day (i.e. minimum of 4 hours). Classified employees who are otherwise in paid status for this professional development shall be required to attend the activities as part of their regular scheduled day.

ARTICLE XI: PAY AND ALLOWANCES

11.1 PAYCHECKS

All employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

11.2 MILEAGE

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current rate set by the Internal Revenue Service.

11.3 MEALS

Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District shall be reimbursed for the cost of the meal not to exceed five dollars (\$5.00) for breakfast, seven dollars (\$7.00) for lunch and ten dollars (\$10.00) for dinner.

11.4 LODGING

Any employee in the bargaining unit who, as a result of a work assignment and with advance permission of the Superintendent, must be lodged away from home overnight shall be reimbursed by the District up to thirty dollars (\$30.00) per night.

11.5 COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASSIFICATION

A classified employee shall not be required to work out of classification for a period of more than five (5) working days in a fifteen (15) calendar day period unless his/her salary is adjusted upward for the entire per period he/she is required to work out of classification.

ARTICLE XII: EVALUATIONS

- 12.1 The probationary period for classified employees shall be one year. The District shall evaluate probationary employees at least one every six (6) months and permanent employees at least once per year.
- 12.2 The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by District management.
- 12.3 The evaluation shall be in writing on form authorized by the District.
- 12.4 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the unit member.
- 12.5 Evaluations shall be conducted without advance notice to the unit member.
- 12.6 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference, the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response which shall become a part of the permanent record.
- 12.7 A bargaining unit member shall be given a copy of his/her evaluation.
- 12.8 Nothing in this Article shall be construed to allow for any evaluation being subject to the Grievance Procedure.

ARTICLE XIII: LEAVE PROVISIONS

- 13.1 The benefits which are expressly provided by this section, Article 13, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits, either direct or implied, are not incorporated into this Agreement, nor are such other benefits subject to Article 4 Grievance Procedure.
- 13.2 PERSONAL ILLNESS AND INJURY LEAVE
- 13.2.1 Full-Time unit members shall be entitled to twelve days leave with full pay for each school year for the purposes of personal illness or injury. Unit members who work less than full-time (i.e. less than five (5) days a week, twelve (12) months a year shall be entitled to that portion of the twelve (12) days leave as the number of scheduled duty relates to twelve (12) months for a full-time unit member in a comparable position.)
- 13.2.2 After all earned leave as set forth in 13.2.1 above exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 13.2.4 below are met. The amount deducted for leave purposed from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave. If no substitute is employed, the absent unit member will be compensated at his/her regular rate of pay. The five (5) month period shall begin on the tenth (10th) day of absence due to illness or injury, part of which may run concurrently with fully paid accrued sick leave days for purposes of counting allowable days.
- 13.2.3 If a unit member does not utilize the full amount of leave as authorized in 13.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 13.2.4 If abuse is suspected, District management in its discretion, may require a unit member to present a medical doctor's certificate verifying a personal illness or injury and/or a medical authorization to return to work.
- 13.2.5 Whenever possible, a unit member must contact his/her immediate supervisor or school secretary substitutes as soon as the need to be absent is known, but in no event less than two (2) hours prior to the start of the work day to permit the employer time to secure a substitute's service. Failure to provide adequate notice may be grounds for denial of leave with pay, or other disciplinary action.
- 13.2.6 Due to the shortage of substitutes, unit members may utilize accumulated leave in increments not less than one quarter (1/4) hour.
- 13.2.7 A unit member shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

13.2.8 Each employee shall be entitled to four (4) “No Tell Days” in total, to be deducted from their annual sick leave, which can be taken in quarter-day increments. “No Tell Days” cannot be carried over to the following school year.

13.2.9 A request for a “No Tell Day/Days” shall be submitted for approval to the employee’s supervisor at least five (5) days prior to the leave and the employee must obtain written approval from that supervisor. The employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

13.3 PERSONAL NECESSITY LEAVE

13.3.1 Leave which is credited under 13.2.1 of this Article may be used, at the unit member’s election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

13.3.2 For purposes of this provision personal necessity shall be limited to: (a) death or serious illness of a member of the unit member’s immediate family; (b) an accident which is unforeseen involving the unit member’s person or property, or the person or property of a unit member’s immediate family. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities.

13.3.3 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the appropriate management person, except for cases of “a” and “b” in section 13.3.2 above. Should the circumstances outlined in “a” and “b” arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

13.3.4 Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 13.3.2 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

13.4 BEREAVEMENT LEAVE

13.4.1 A unit member shall be entitled to a maximum of five (5) days leave of absence, or seven (7) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family. If out-of-state travel is required and the bereavement leave is granted for the death of the unit member’s parents, spouse or children, then one additional day shall be allowed for a total of eight (8) days. All bereavement leave must be taken within a month after the death of his/her immediate family member with the exception of a delayed memorial service.

13.4.2 For purposes of this provision an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-

in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

13.5 LEAVE FOR PREGNANCY DISABILITY

13.5.1 Unit members are entitled to use sick leave as set forth in 13.2.1 and 13.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

13.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery there from when sick leave as set forth in 13.2.1 and 13.2.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

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

13.6 INDUSTRIAL ACCIDENT LEAVE

13.6.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 45192 for personal injury which has qualified for worker's compensation under the provision of the State Compensation Insurance Fund.

13.6.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

13.6.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. Nothing in this Section limits the employee's right to go to his/her own physician also.

13.6.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation

from both sources exceed one-hundred (100) percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

13.7 JUDICIAL LEAVE

13.7.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.

13.7.2 For any days of absence from duty as a result of jury duty, a unit member shall endorse to the District any fees, other than for mileage reimbursement, received for such jury service which would make the total compensation from the jury duty and the District exceed 100 percent of the amount the unit member would have received as salary had there been no judicial leave.

If the unit member fails to endorse to the District any jury fees, other than for mileage reimbursement, the District shall deduct from the unit member's salary warrant, the amount of such jury fees actually paid to and retained by the unit member.

13.8 CHILD REARING LEAVE

An employee who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. Such leave may be granted for a maximum period of one (1) year.

13.9 GENERAL LEAVES

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District.

13.10 PERSONAL BUSINESS LEAVE

13.10.1 An employee of the bargaining unit will be allowed to take four (4) personal business leave day to attend to personal business.

13.10.2 For the purposes of this provision, personal business shall be limited to personal business that cannot be conducted outside of the employee's normal working hours. Personal business shall not be used for personal conveniences; for the extension of a holiday or vacation period; for social, civic, church or organizational activity; work stoppage or concerted activity; political activities or demonstrations.

13.10.3 A request for personal business leave shall be submitted for approval to the employee's supervisor at least five (5) days prior to the leave and the employee must obtain written approval from that supervisor. The employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

13.10.4 In case of an emergency, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

13.11 CATASTROPHIC LEAVE

13.1.1 Definitions: "Catastrophic illness or injury" means an illness or injury:

- a. that is expected to incapacitate the receiving employee for an extended period of time beyond the employee's paid leave entitlement, or
- b. that incapacitates a member of the receiving employee's immediate family, which incapacity requires the employee to take unpaid time off from work for an extended period of time to care for that family member, and
- c. which would create a financial hardship for the receiving employee if he/she were required to take extended time off work because he/she has exhausted all of his or her sick leave and other paid time off.

For the purpose of catastrophic leave, "immediate family" means the spouse or domestic partner, child, step-child, foster child, child of the domestic partner, parent or grandparent of the employee, or any other person living in the receiving employee's household.

13.1.2 Any employee may donate up to the current year's entitlement of sick or vacation leave to another member of the bargaining unit who meets the criteria above.

- a. To donate sick leave, a unit member must retain one year's entitlement of sick leave on the books.
- b. A donating employee may donate a minimum of eight hours of sick leave or vacation hours to another employee who has been deemed eligible to receive this leave.
- c. Donated sick leave or vacation hours shall be converted for utilization of an hour for hour basis meaning the recipient shall be paid at his regular rate of pay.
- d. The District will credit the receiving employee's sick leave account with one day of sick leave or vacation credit from each donating employee in the order in which the donation is received by the District, and will repeat the process until the receiving employee has received the maximum amount of sick leave credit that he/she needs or may accrue under

13.1.3 If, though the initial process of deducting one day of sick leave credit from each donating employee, the receiving employee does not receive sufficient sick leave credit, the District shall repeat the process by crediting the receiving employee's account with additional sick leave credits from those employees who wish to donate more than one day of sick credit.

- e. Employees may not revoke their donation of sick leave credits. Nevertheless, donated leave not utilized by the recipient prior to return to service shall be returned to the donor.
- 13.1.3 The maximum days allowed to be utilized by one employee shall not exceed their normal annual work year.
- 13.1.4 Employees who are granted the use of donated leave days shall be considered to be in regular paid status and will continue to earn and accrue all contractual and statutory benefits.
- 13.1.5 To utilize this benefit, an employee or the District or CSEA may submit a request to the District Superintendent to “call for donations”.
- 13.1.6 The District Superintendent will grant approval of catastrophic leave request to an employee if the employee’s or their family member’s illness or injury conforms to the definition of catastrophic illness or injury set forth in this section and the individual’s condition is verified by a physician’s written statement.
- 13.1.7 If catastrophic leave has been approved for an employee to care for a family member, all accrued sick leave benefits must be exhausted as personal necessity leave, prior to use of catastrophic leave
- 13.1.8 Any employee returning from catastrophic leave will be reinstated to their former position.

ARTICLE XIV: HOLIDAYS

- 14.1 All unit members shall be entitled to the paid holidays as attached in Appendix “A” provided the unit member is in paid status during the work day immediately preceding or the work day immediately succeeding the holiday. The parties further agree the holidays listed in appendix “A” shall align with the districts master calendar; such alignment shall not result in a loss in a total number of holidays per year.
- 14.2 ADDITIONAL HOLIDAYS
Additional holidays shall be every day declared by the Governor of this state as a public fast, mourning, thanksgiving holiday which requires the closing of District school, or any day declared a holiday for employees by the Governing Board.
- 14.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed unless designed otherwise by State or Federal authority, then it shall fall on the day designated by said authority. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed unless designated otherwise by State or Federal authority; then it shall fall on the day designated by said authority. When a unit member is required to work on any said holiday, he/she shall be paid compensation or given compensatory time off for such work in addition to regular pay received for the holiday at a rate of time and one-half the regular rate of pay.
- 14.4 HOLIDAY ELIGIBILITY
- 14.4.1 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 14.4.2 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those holidays provided that they are in paid status during any portion of their normal assignment immediately preceding or succeeding the holiday period. (See Appendix “B”.)
- 14.5 PART-TIME EMPLOYEES
Part-time employees who work four (4) hours or more who would otherwise be eligible for holiday pay under the terms of this Article shall receive such holiday pay in the same proportions as such employee’s regularly scheduled work week bears to forty (40) hours.

ARTICLE XV: VACATIONS

15.1 ELIGIBILITY

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 through June 30.

15.2 VACATION

Except as otherwise provided in this Article; vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

15.3 VACATION ACCUMULATION

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

<u>Number of Years in Service Earned</u>	<u>Vacation Days</u>
One (1) through five (5)	10 days
Sixth year	11 days
Seventh year	12 days
Eighth year	13 days
Ninth year	14 days
Tenth year	15 days
After twelve (12) years	16 days

(Less than full-time, twelve-month employees shall receive a pro-rata share based on months and hours worked to 12 month/hours.)

15.4 VACATION PAY

Pay for vacation days for all bargaining unit Employees shall be the same as that which the employee would have received had he/she been in a working status.

15.5 VACATION PAY UPON TERMINATION

When an employee in the bargaining unit is terminated, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, except vacation rights shall not become vested until the first day of the month following six (6) months of service.

15.6 HOLIDAYS

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation during this regular work year for each holiday falling within that period.

15.7 INTERRUPTION OF VACATION

An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service. The basis for the change in status is to be determined by the District.

15.8 VACATIONS

A request for "Vacation" time shall be submitted for approval to the employee's supervisor at least three (3) days* prior to the vacation and the employee must obtain written approval from his/her supervisor before taking the vacation time. The employee shall make every effort to comply with the District procedures to enable the District to secure a substitute.

*(unless special circumstances arise and are approved by supervisor)

ARTICLE XVI: REASSIGNMENTS AND FILLING OF VACANCIES

- 16.1 Reassignments of unit members may be initiated by the District management at any time whenever such reassignment is in the best interest of the District as defined by the District management. A unit member affected by such reassignment shall be given notice as soon as administratively practicable; and when possible, a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the reassignment.
- 16.2 The District management shall post in each bargaining unit work location a list of all known unit vacancies.
- 16.3 For the purposes of this provision, a vacancy is any unit position which is new or which remains unfilled after any reassignments are made pursuant to Section 16.1 above.
- 16.4 Consideration will be given to all applications which meet the established qualification for the vacancy and which are properly submitted; however, the final selection is within the sole discretion of the District management.
- 16.5 No posted vacancy shall be permanently filled until (5) unit work days after notice of the vacancy has been posted.
- 16.6 Whenever a benefited position in a particular classification becomes vacant any employee serving in that classification who is interested in the vacancy shall be interviewed prior to the vacancy being posted internally to employees serving in other classifications or externally to the general public.

ARTICLE XVII: SAFETY

- 17.1 Every unit member shall report unsafe working conditions to his/her immediate supervisor.
- 17.2 If, upon investigation, the District determines that an unsafe condition exists, the District shall correct the situation as soon as economically feasible.

ARTICLE XVIII: CONCERTED ACTIVITIES

- 18.1 The Board and the Association recognize that strikes and other forms of work stoppages by unit members are contrary to the continuity of the educational program. The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. The Association, therefore, agrees that there shall be no strikes, work stoppages or other refusals to perform work by the employees covered by this Agreement.
- 18.2 The District and the Association recognize their mutual duty to meet and negotiate in good faith.

ARTICLE XIX: EFFECT OF AGREEMENT

- 19.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

ARTICLE XX: COMPLETION OF MEET AND NEGOTIATION

- 20.1 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXI: TERM

- 21.1 This agreement shall remain in full force and effect from July 1, 2016 up to June 30, 2019, and thereafter shall continue in effect year – by – year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend or terminate the agreement.
- 21.2 Re-openers: Association may propose changes, no later than July 1 in Salary, Health and one additional article.
- Except as set forth above, all other terms and conditions in the parties’ 2013-2016 shall be status quo.

Island Union School District

CSEA Island Chapter 715

Superintendent, Charlotte Hines

Chapter President, Tracy Souza

Date

Date

APPENDIX “A”

CALENDAR OF HOLIDAYS

Labor Day

Columbus Day (or other day as designated by the District)

Veteran’s Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year’s Day

Lincoln’s Day

Washington’s Day

Memorial Day

July 4th

Martin Luther King Jr. Day

Admission Day – if the School District is scheduled to be out of session. However, if the School District is in session on Admission’s Day, the Friday after Thanksgiving Day.

Appendix "B"

Salary schedule

Increase by 2.5% those bargaining unit members who have completed eleven (11) years of continuous service with the District (step 12). An additional two and one half percent (2.5%) for those bargaining unit members who have completed seventeen (17) years of continuous service with the District (step 18).

Island Union School District
Classified Salary Schedule
2015-2016

Step	Non-		Maintenance	Night	Day
	Paraprofessional	Paraprofessional	/ Operations	Custodian	Custodian
1	\$10.56	\$11.43	\$17.57	\$13.92	\$12.51
2	\$10.81	\$11.78	\$18.13	\$14.46	\$12.83
3	\$11.11	\$12.12	\$18.68	\$15.04	\$13.14
4	\$11.36	\$12.48	\$19.26	\$15.64	\$13.47
5	\$11.64	\$12.86	\$19.86	\$16.27	\$13.81
6	\$11.93	\$13.22	\$20.45	\$17.43	\$14.15
7	\$12.40	\$13.77	\$21.28	\$18.12	\$14.51
8	\$12.90	\$14.30	\$22.13	\$18.86	\$14.87
12	\$13.22	\$14.66	\$22.68	\$19.33	\$15.24
18	\$13.56	\$15.02	\$23.25	\$19.81	\$15.62
			*Food Service	**Food Service	LVN/Health
Step	Receptionist Clerk	Cafeteria Clerk	Supervisor	Assistant	Aide Clerk
1	\$11.51	\$11.51	\$13.89	\$10.72	\$18.20
2	\$11.87	\$11.87	\$14.46	\$11.03	\$18.66
3	\$12.24	\$12.24	\$14.91	\$11.36	\$19.12
4	\$12.60	\$12.60	\$15.34	\$11.70	\$19.60
5	\$12.96	\$12.96	\$15.81	\$12.04	\$20.09
6	\$13.40	\$13.40	\$16.31	\$12.41	\$20.59
7	\$13.97	\$13.97	\$16.97	\$12.90	\$21.10
8	\$14.39	\$14.39	\$17.64	\$13.42	\$21.63
12	\$14.76	\$14.76	\$18.08	\$13.76	\$22.17
18	\$15.12	\$15.12	\$18.54	\$14.10	\$22.73

*Food Service Supervisor's salary includes 183 workdays, appropriate vacation and holiday pay pursuant to Article 15 for full-time, eight (8) hour employee.

**Food Service Assistant's salary includes 183 workdays at six (6) hours per day, prorated vacation and holiday pay pursuant to Article 15.

District paid Health and Welfare benefits cap \$865.95/month retroactive to October 1, 2015.

Salary schedule increased by 6% for 2015/2016 (retroactive to July 1, 2015).

School Board of Trustees Approved: December 16, 2015

Island Union School District
Classified Salary Schedule
2014-2015

Step	Non-Paraprofessional	Paraprofessional	Maintenance / Operations	Night Custodian	Day Custodian
1	\$9.96	\$10.78	\$16.58	\$13.13	\$11.80
2	\$10.20	\$11.11	\$17.10	\$13.64	\$12.10
3	\$10.48	\$11.44	\$17.63	\$14.19	\$12.40
4	\$10.72	\$11.78	\$18.17	\$14.76	\$12.71
5	\$10.98	\$12.14	\$18.74	\$15.35	\$13.03
6	\$11.25	\$12.47	\$19.30	\$16.45	\$13.35
7	\$11.70	\$12.99	\$20.07	\$17.09	\$13.69
8	\$12.17	\$13.49	\$20.88	\$17.79	\$14.03
12	\$12.47	\$13.83	\$21.40	\$18.23	\$14.38
18	\$12.79	\$14.17	\$21.94	\$18.69	\$14.74

Step	Receptionist Clerk	Cafeteria Clerk	*Food Service Supervisor	**Food Service Assistant	LVN/Health Aide Clerk
1	\$10.86	\$10.86	\$13.11	\$10.12	\$17.17
2	\$11.20	\$11.20	\$13.64	\$10.40	\$17.60
3	\$11.55	\$11.55	\$14.07	\$10.72	\$18.04
4	\$11.89	\$11.89	\$14.47	\$11.03	\$18.49
5	\$12.23	\$12.23	\$14.92	\$11.36	\$18.95
6	\$12.64	\$12.64	\$15.39	\$11.71	\$19.42
7	\$13.18	\$13.18	\$16.01	\$12.17	\$19.90
8	\$13.58	\$13.58	\$16.64	\$12.66	\$20.40
12	\$13.92	\$13.92	\$17.06	\$12.98	\$20.92
18	\$14.26	\$14.26	\$17.49	\$13.30	\$21.44

*Food Service Supervisor's salary includes 183 workdays, appropriate vacation and holiday pay pursuant to Article 15 for full-time, eight (8) hour employee.

**Food Service Assistant's salary includes 183 workdays at six (6) hours per day, prorated vacation and holiday pay pursuant to Article 15.

District paid Health and Welfare benefits cap \$765.95/month (\$9,191.40/year).

School Board of Trustees Approved: 11/19/14 (retroactive to 7/1/14).