

**OROVILLE UNION HIGH SCHOOL DISTRICT**

**2211 WASHINGTON AVENUE**

**OROVILLE, CA 95966**

**AGREEMENT**

**BETWEEN**

**THE OROVILLE UNION HIGH SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**AND**

**C.S.E.A. FEATHER RIVER CHAPTER #342**

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## **PREAMBLE**

This agreement is made and entered into by and between the Oroville Union High School District, hereinafter referred to as the DISTRICT and the Feather River Chapter #342 of the California School Employees Association, hereinafter referred to as CSEA.

## **ARTICLE I**

### **RECOGNITION**

#### **1.1 Acknowledgement:**

- A. The DISTRICT hereby acknowledges that CSEA is the exclusive bargaining representative for all Classified Employees holding those positions described in appendix "B", attached hereto and incorporated by reference as part of this Agreement. All newly created positions, except those that lawfully are Certificated, Management, Confidential, or Supervisory shall be assigned to the bargaining unit.

#### **1.2 Scope of Representation:**

- A. The scope of representation shall be as determined by the Public Employee Relations Board and Section 3543.2 of the Government Code. Nothing herein may be construed to limit the right of the DISTRICT to consult with CSEA on any matter outside the scope of representation. 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 II**

### **ORGANIZATIONAL SECURITY AND ASSOCIATION DUES**

#### **2.1 Check Off:**

- A. CSEA shall have the sole and exclusive right to have membership dues and service fees deducted, for employees in the bargaining unit, by the DISTRICT.

#### **2.2 Dues Deduction:**

- A. The District shall deduct in accordance with the CSEA dues and service fee schedule, attached hereto and marked Appendix "D" (Appendix "D" subject to change with thirty (30) days notice to the DISTRICT per CSEA Chapter or conference delegate action), dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the DISTRICT.
- B. The DISTRICT shall deduct in accordance with the CSEA dues and service fee schedule, attached hereto and marked Appendix "D" (Appendix "D" subject to change with thirty (30) days notice to the DISTRICT per CSEA Chapter or conference delegate action), dues from the wages of all employees who, after the date of execution of this agreement become members of CSEA and submit to the DISTRICT a dues authorization form.
- C. The DISTRICT shall immediately notify the CSEA Chapter President if any member revokes a dues authorization.

#### **2.3 Agency Fee**

- A. Any employee who is not a member of the Association or who does not make application for membership at the effective date of this agreement or within thirty (30) days from the date of commencement of duties, shall as a condition of continued employment, become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association; however the employee may authorize payroll deduction for such fees in the same manner as provided in paragraph 1 of this Article. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education code Section 45061, and in the same manner as set forth in Paragraph 1 of the Article. There shall be no charge to the Association for such mandatory agency fee deductions.

## 2.4 Religious Beliefs

A. Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support Oroville Chapter #342 of the California School Employees Association as a condition of employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501/c (3) of Title 26 of the Internal Revenue Code:

- United Fund
- American Cancer Society
- American Heart Association
- A charity, as defined above, of the employee's choice

Such payment shall be made on or before October 15 of each school year.

B. Proof of payment pursuant to Paragraph 3.1 above shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs 1 and 2 of the Article. Such proof shall be in the form of receipts and /or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 15 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

C. Any employee making payments as set forth in Paragraphs 3.1 and 3.2 above, and who requests that the grievance or arbitration provisions of the agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

## 2.5 District Responsibilities

A. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fees, the District agrees promptly to remit such monies to the Association together with an alphabetical list of unit members for who such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

## **2.6 Association Responsibilities**

- A. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District must receive at least thirty (30) days in advance any changes in dues.

## **2.7 Indemnification and Hold Harmless**

- A. The Oroville Chapter #342 of the California School Employees Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality of constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.
- B. The Oroville Chapter #342 of the California School Employees Association agrees to indemnify and hold the District harmless from any award or judgement which may result from a court action or administrative action referenced in 6.1 above.
- C. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 6.1 or 6.2 shall or shall not be compromised, resisted, defended, tried or appealed.

### **ARTICLE III**

#### **RIGHTS AND ACTIVITIES**

- A. The DISTRICT will provide the Association with a Board agenda and minutes at least forty-eight (48) hours before a regular Board meeting.
- B. Bus Drivers will inform the Transportation Supervisor of any prescribed medications being taken.
- C. A copy of the Directory of all DISTRICT employees shall be provided to the Association no later than December 1 each school year. The DISTRICT shall make subsequent information available as it becomes known.
- D. Upon appropriate written authorization from a member of the unit, the DISTRICT shall deduct from the salary of any employee and make appropriate remittance for life insurance, annuities, credit union, charitable donation, or other programs jointly approved by the DISTRICT and the Association.
- E. Within thirty (30) days after the execution of this agreement, the DISTRICT shall print or duplicate and provide a copy of this agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided a copy without charge.

## **ARTICLE IV**

### **JOB REPRESENTATIVES**

#### **Selection:**

The DISTRICT affirms the right of CSEA to designate job representatives from among employees in the unit. CSEA shall notify the DISTRICT in writing of the names of the job representatives and the group they represent. If a change is made, the DISTRICT shall be advised in writing of such change.

#### **4.2 CSEA Staff Assistance:**

- A. Job representatives shall be entitled to seek and obtain assistance from CSEA personnel.

## ARTICLE V

### HOURS AND OVERTIME

#### Work Week:

The workweek shall normally consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week. Upon mutual agreement between the supervisor and an employee the forty (40) hours per week can become flexible so that such work schedules as four (4), ten (10) hour days are possible without the requirement of overtime. This article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry out the business of the DISTRICT.

Full time custodians are allowed to subtract a thirty (30) minute lunch period from their eight (8) hours during the regular school days in which they work an evening shift. The definition of an evening shift is when the majority of the working day is past 4:00 P.M.

#### Rest Periods:

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period (except as provided in Section 2 below) at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

Specified periods may be designated when the operations of the DISTRICT require someone to be present at the employee's work site at all times.

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

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

#### 5.3 Rest Facilities:

- A. The DISTRICT shall make available at each site, lunch areas, restroom, and lavatory facilities for classified employee use.

**Overtime Pay:**

- A. It is the policy of the Board to avoid the necessity of overtime whenever possible. When overtime work is necessary, and authorized in advance by the proper authority, all employees shall be compensated at time and one-half rate of pay.

**Compensatory Time Off:**

Those employees who elect to take compensating time off in lieu of pay for overtime work may do so, but compensating time off must be taken at the convenience of the department involved, at time and one-half the hours worked. If not taken within one (1) year, the employee must be paid for the overtime. Because of budget effects, efforts must be made to clear compensatory time within ninety (90) days of the date it was accumulated.

**Call Back:**

Any employee called back to work after completion of their regular assignment shall receive a minimum of \$50 for the call back, up to three (3) hours, and time and one-half for additional hours after the first three (3).

## ARTICLE VI

### SALARIES AND FRINGE BENEFITS

#### **Salaries:**

The salary schedules and classification of all employees are set forth in Appendices A” and “B” of this Agreement. All temporary or substitute employees shall be placed on Column A of the step to which they are assigned.

All new employees shall be placed on the first column of the appropriate salary step except in rare cases when recruitment difficulties are encountered or an individual with unusually high qualifications is being considered for employment. The Board reserves the right to approve appointment above the minimum in such instances. Credit for experience may be given not to exceed step E of the salary schedule.

When an employee reclassification has been approved by the Board, the salary adjustment shall become effective in the following pay period.

The anniversary date for classified employees shall be July 1. Employee(s) shall receive their longevity step effective July 1 the calendar year in which they become eligible. Longevity is based upon continuous years of employment with the District in the increments as follows: After eight (8) years – 3%, twelve (12) years – 3%, fifteen (15) years – 3%, nineteen (19) years – 3%, twenty-four (24) years – 3%, twenty seven (27) years – 3% and thirty (30) years 3%.

#### **Fringe Benefits:**

The Fringe Benefit Schedule is set forth in appendix “C”.

#### **Anniversary Date:**

The anniversary date for classified employees shall be July 1. An employee shall advance to the next step at completion of their probationary period, and progress to the next step on July 1<sup>st</sup> provided they gain permanency prior to April 1 the same calendar year.

## ARTICLE VII

### HOLIDAYS

#### Scheduled Holidays:

All classified employees shall be entitled to the following paid Holidays provided they are in paid status during any portion of the work day immediately preceding or succeeding the Holiday:

January 1 <sup>st</sup>	-	NEW YEAR'S DAY
3 <sup>rd</sup> Monday in January	-	MARTIN LUTHER KING DAY
February 12 <sup>th</sup>	-	LINCOLN'S DAY
3 <sup>rd</sup> Monday in February	-	WASHINGTON'S DAY
Monday after Easter	-	EASTER
Last Monday in May	-	MEMORIAL DAY
July 4 <sup>th</sup>	-	INDEPENDENCE DAY
First Monday in September	-	LABOR DAY
September 9 <sup>th</sup> *	-	FLOATING HOLIDAY *
November 11 <sup>th</sup>	-	VETERAN'S DAY
Thanksgiving Day		THE DAY OF, THE DAYS BEFORE & AFTER
December 24 <sup>th</sup>	-	DAY BEFORE CHRISTMAS
December 25 <sup>th</sup>	-	CHRISTMAS DAY
December 31 <sup>st</sup>	-	NEW YEAR'S EVE DAY

- B. When a Holiday falls on a Saturday, the preceding workday not a Holiday shall be deemed to be that Holiday. When a Holiday falls on a Sunday, the following workday not a Holiday shall be deemed to be that Holiday.

\*The Floating Holiday is taken on a date selected by the employee with prior permission of the employee's immediate supervisor.

- C. Holidays shall also be governed by Ed Code Sections 37220 and 45203.

## ARTICLE VIII

### VACATION PLAN

#### 8.1 Eligibility:

Vacation benefits are earned on a fiscal year basis (July 1 through June 30).

- B. Earned vacation shall be computed at the end of each fiscal year and should be used during the year or within the following ten (10) month period. If vacation earned during the previous fiscal year is not taken by May 15, the employee shall be paid at his regular rate for the remaining days.
- C. Under unusual circumstances vacation may be taken at a later date upon approval by the Principal and/or Superintendent.
- D. Full-time employees earn vacation at the following rate:

FULL YEARS IN PAID STATUS	DAY/MO	DAYS/YR
1 thru 6	1.00	12
7 thru 10	1.25	15
11	1.33	16
12	1.42	17
13	1.50	18
14	1.58	19
15 and above	1.67	20

Employees working less than eight (8) hours per day, or less than five (5) days per week, or less than twelve (12) months per year, shall earn vacation in an amount which the length of time they work bears to full-time employment for twelve (12) months.

Anniversary dates shall be computed as follows:

If employed prior to the 15<sup>th</sup> of the month, years of service shall be computed from the 1<sup>st</sup> of the month; if employed on the 15<sup>th</sup> or later, years of service shall be computed from the 1<sup>st</sup> of the following month.

A classified employee must begin work on or before the 15<sup>th</sup> of the month in order to earn vacation for that month. When an employee is terminated for any reason, they shall be entitled to all vacation pay earned to the effective day of termination.

Earned vacation may be taken after completion of six (6) months of employment.

Vacations shall be scheduled at times requested by the employees so far as possible within the DISTRICT'S work requirements. In the event of a conflict between employees, seniority shall prevail.

## ARTICLE IX

### LEAVES

#### Sick Leave (E.C. 45191)

- A. Every classified employee employed full-time (12 months (40 hours per week) shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury. A classified employee employed less than full-time shall be entitled to that proportion of twelve (12) days (96 hours) leave of absence for illness or injury as the number of hours he/she is employed bears to full-time employment. School day only employees (180 days per year) shall receive ten (10) days (equivalent number of hours depending on work schedule). Sick leave calculations will be computed in hours.

A sick leave benefit may not be used as severance pay. Credit for a leave of absence need not be accrued prior to taking such leave and may be taken at any time during the year. Should an employee terminate service with the District prior to earning the used sick leave, a deduction will be made from the final check. However, a NEW employee of the DISTRICT shall not be eligible to take more than six (6) days of the proportionate amount to which he may be entitled until the 1<sup>st</sup> day of the calendar month after completion of six (6) months of service. Employees must notify Supervisor or office of any intended absence no later than thirty (30) minutes after employee's normal start time (Bus Drivers must follow rules of the Transportation Department). Employees taking sick leave will furnish a Doctor's certificate upon request, after three (3) days absence.

C.

#### Bereavement Leave (E.C. 45194)

Classified employees shall be entitled to three (3) days of absences for the death of any member of the immediate family, with no deduction from the salary of the employee. In the event the employee must be out-of-state or travel more than 400 miles from Oroville, a period of five (5) days shall be granted. "Member of the immediate family" means Mother, Father, Grandfather, Grandmother, or Grandchild of the employee or spouse of the employee, and the spouses: son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, or father-in-law of, the spouse or employee, or any relatives living in the immediate household of the employee. At the discretion of the Superintendent and where unusual circumstances exist, leave may be granted for a period longer than three (3) days, or because of death of a person not in the foregoing definition. Written request shall be made to the Superintendent.

## **Maternity Leave (E.C. 45193)**

The employee shall notify the DISTRICT as soon as the fact of her pregnancy is established with reasonable certainty.

The employee may take a leave of absence with appropriate sick leave under personal illness as defined in E.C. 45191. The beginning and ending dates of the leave will be determined on the basis of the employee's physical condition as certified by her physician.

At the request of the employee, additional maternity leave may be granted for the school year or a portion thereof following childbirth. No compensation will be allowed for such leave.

When returning to service, the employee's salary shall be that which she would receive had she not been absent from service to the DISTRICT, provided that she has rendered service to the DISTRICT for five (5) school months of the year in which she took the leave.

## **Paternity Leave**

One day's paternity leave shall be granted the prospective father on "the day" or "the take home day". This shall be leave with pay.

## **Family Leave Act**

### Definitions

"Child" means a biological, adopted or foster child, a step child, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

"Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, mother-in-law or step mother-in-law, father-in-law or step father-in-law or another person who stood in loco parentis to the employee when the employee was a child.

"Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves either:

Inpatient care in a hospital, hospice or residential health care facility, or  
Continuing treatment or continuing supervision by a health care provider.

## Eligibility

Any eligible employee who has served the district more than one continuous year shall be eligible to take **unpaid** family care and medical leave under the provisions of state and federal law.

The district may deny family care and medical leave to part-time employees who worked fewer than 1,250 hours during the previous year.

Family care leave may be used for the following reasons:

Because of the birth of the employee's child, and in order to care for the child.

Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.

In order to care for the employee's child, parent or spouse with a serious health condition.

Because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

## Terms of Leave

Family care leave shall not exceed 12 workweeks during any 12-month period. This 12-month period shall coincide with the fiscal year.

Leave taken pursuant to the state Family Care and Medical Leave Act shall run concurrently with leave taken pursuant to the Federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time or other paid leave.

Leave taken for the birth or placement of a child must be initiated within one (1) year of the birth or placement of the child. Such leave shall not be taken intermittently or on a reduced leave schedule unless the district and the employee agree otherwise. If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks.

During the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. Accrued sick leave shall be used when the purpose of the family care and medical leave is one for which sick leave can be taken pursuant to the collective bargaining agreement.

#### Requests, Advance Notice and Certification

The employee shall give the district at least 30 days written advance notice of his/her need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

An employee's request for family care and medical leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include all of the following:

The date on which the serious health conditions began.

The probable duration of the condition.

The appropriate medical facts within the knowledge of the health care provider regarding the condition.

If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.

If the employee is requesting leave to care for a child, spouse or parent who has a serious health condition, the certification shall also include the health care provider's:

Estimate of the amount of time the health care provider believes the employee needs to care for the child, parent or spouse, and

2. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.

3. If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide re-certification as specified above.
4. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced-leave schedule for planned medical treatment, the certification must state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

## Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or his/her child, parent or spouse may be taken intermittently or on a reduced work schedule when medically necessary; in such a case, the employee may be required:

To take the leave for periods of a particular duration not to exceed the duration of the planned medical treatment, or

To transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

## Maintenance of Benefits

During the period of family care leave, the employee shall continue to be entitled to participate in the district's medical, dental and vision plan.

During the period of family care leave, the employee shall continue to be entitled to participate in life, disability and accident insurance plans and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans and the district may, at its discretion, require the employee to pay the premium for periods not covered by accrued leave.

## Maintenance of Status

The employee shall retain his/her employee status with the district during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from family care leave shall return with no less seniority than he/she had when the leave began.

## Reinstatement

Upon granting an employee's request for family care leave, the district shall guarantee to reinstate the employee in the same or a comparable position when the leave ends.

An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time, he/she is not entitled to reinstatement.

The district shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any employee because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in a inquiry related to family leave rights.

### **Personal Necessity Leave (E.C. 45207)**

Any employee may, at his/her election, use seven (7) days of their paid sick leave allotment during each year in case of personal necessity. The 1<sup>st</sup> day of approved personal necessity leave is not required to meet the personal necessity guidelines and shall not be charged to sick leave.

“Personal Necessity”, as used in this section, means any situation which is serious in nature and involves circumstances the employee cannot reasonably be expected to disregard, and requires the attention of the employee during the assigned hours of work, subject to the following conditions:

Any days used, as personal necessity leave shall be deducted from the employee's sick leave balance (except the 1<sup>st</sup> day approved).

The total number of days allowed in any one fiscal year shall not exceed seven (7) regular workdays. Personal necessity leave is not cumulative from year to year.

**The employee shall use only that amount of time necessary to alleviate the emergency.**

Events justifying personal necessity leave for an employee are as follows:

#### **Prior Permission Not Required**

Death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave policy.

An accident involving the employee's personal property, or the person or property of a member of the employee's immediate family.

Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena.

### **Prior Permission Required**

Medical, dental or vision appointments for preventative health reasons which cannot be scheduled during other than work hours.

Other occasions the employee cannot reasonably be expected to disregard that require attention during working hours for the following or similar purposes:

Personal medical

Personal appointments (drug, alcohol, medical, legal) for family member.

Funerals for family members and close friends.

Graduations/weddings/other prominent family occurrences.

Field trips, 4-H or Similar Activities: Employees with children in school may use a maximum of three (3) personal necessity days per year to attend field trips, 4-H, or similar activities with their child without loss of pay.

Personal necessity leave shall not be used for the following or similar purposes: vacation, shopping, hunting/fishing trips.

Advance permission to take personal necessity leave shall be obtained from the employee's supervisor at least twenty-four (24) hours before the absence. The reason for the need to the absence is to be stated in the request. The supervisor may require such proof as deemed necessary of the need for the use of personal necessity leave.

### **Jury Duty (E.C. 44036)**

Classified employees shall be granted leave for the purpose of serving on jury duty.

Upon receiving notice to serve on jury duty, the employee shall report this information to their immediate supervisor. The Supervisor shall notify the Principal or Superintendent, whichever is applicable.

Employee's serving on jury duty shall be paid the difference between the employee's regular earnings and any amount received a juror's fees. Mileage and meal allowances will be paid directly to the employee.

### **Military Leave**

A classified employee granted a military leave of absence shall retain all the rights and privileges earned and as granted by law.

## **Workmen's Compensation (E.C. 45192)**

Under State law, all employees are covered by Workmen's Compensation Insurance for any injury or illness arising out of and in the course of their employment. It is the responsibility of the employee to report any injury to their supervisor immediately and to have the necessary forms completed.

An employee who is entitled to temporary disability benefits due to injuries sustained while working, will be paid at his full salary rate by the DISTRICT for the first sixty (60) days of his disability. The employee must return to the DISTRICT the full amount of their compensation checks. After the first sixty (60) working days, if the employee chooses to remain on the payroll, the District will continue to pay the difference from his accumulated sick leave, unpaid time off, and earned vacation until all such time is exhausted.

New employees will become eligible for the benefits provided in this section upon completion of one (1) year of employment.

An employee retains priority to return to their same or similar job for thirty-nine (39) months after being released from work following an on-the-job injury.

The DISTRICT requires that employees receiving Workmen's Compensation shall remain within the State of California while receiving benefits unless the Governing Board authorizes travel outside the state. None of the above shall be in conflict with E.C. 54192.

## **Unemployment Insurance**

All classified employees are covered by Unemployment Insurance as indicated in E.C. 45208.

## **General Leaves of Absence (E.C. 45190)**

General leaves of absence may be granted not to exceed twelve (12) months to persons employed on a full-time basis for at least three (3) years.

Reinstatement will depend on the availability of the position with preference given to the employee returning from the leave. Pay during the leave shall not exceed vacation time earned prior to the leave.

## **Catastrophic Leave Program/Donation of Sick or Vacation Leave (E.C. 44043.5)**

### **Catastrophic Leave Contribution Guidelines**

Consistent with Section 44043.5 of the California Education Code employees who wish to contribute sick leave days or vacation days for a fellow employee shall be subject to the following provisions:

On forms prepared and approved by CSEA Chapter #342, any district employee may donate up to five (5), or the equivalent in hours, days of sick leave or unused vacation time to a catastrophic leave bank for an employee who has suffered a catastrophic circumstance, and who has exhausted all other paid leaves. Donated sick leave day(s) or vacation day(s) will be allocated from the donor(s) on an equal basis as in practicable. No employee shall donate more than five (5) days in one calendar year. Donations shall be no less than one (1) day.

Donations are from either sick leave day(s) or vacation day(s) accounts for any one donation.

- C. Catastrophic circumstance shall be defined as a violent act of nature or man. Including long term disability or illness.
- D. Any employee may donate to the bank providing that a minimum of 15 days/120 hours of sick leave for full time, 12 month employees, and prorated number of hours for part-time employees is retained in his/her personal sick leave account.
- E. Employee(s) shall be notified in writing of the transfer of sick leave or vacation days to the catastrophic leave bank. Days donated and used for the leave bank may NOT be recovered.
- F. Contributions shall be made on a voluntary basis. Donated days shall be converted to hours for the purpose of bookkeeping. Hours will be used in the order received, and any unused portion will remain in the Catastrophic Leave Bank. Contributions can be made at any time.
- G. The District personnel department will keep track of the Catastrophic Leave Bank. On June 30<sup>th</sup>, or as requested, a report of bank hours will be given to CSEA.
- H. CSEA Chapter #342 agrees that it will not file on its own behalf, or on behalf of any employee, any grievance, claim or lawsuit of any kind related to an attempt by an employee or retrieve donated catastrophic leave used by another employee pursuant to this provision.

- I. CSEA Chapter #342 also agrees that it will not file on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- J. CSEA Chapter #342 agrees to indemnify and hold harmless the District from any loss of damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to CSEA Chapter #342.

### **Catastrophic Leave Request Guideline**

Consistent with Section 44043.5 of the California Education Code employees who have exhausted all fully paid leave may use donated sick leave day(s) or vacation leave under the following provisions:

- A. An employee has suffered a catastrophic circumstance, which is defined as violent acts of nature or man, or long term disability or illness requiring extended time off of work creating a financial hardship. Such leave will NOT subsidize workers compensation or disability.
- B. For the purpose of this donated sick leave or vacation leave provision, a member of the employee's family will be limited to a spouse, child (children), mother, father, or an individual over which the employee has legal guardianship.
- C. To request catastrophic leave, the employee will submit a request in writing, provided by and approved by CSEA Chapter #342, to the Association president stating the facts which require a need for a transfer from the leave bank. The Association president will present the form and any related documentation to the Catastrophic Leave Committee. The Catastrophic Leave Committee will consist of the CSEA President, an executive board member chosen by the CSEA President and the Superintendent or his/her designee for approval. Decisions will be determined by a consensus. The Association president will notify the employee of the decision.
- D. If the request is approved, the Association will be responsible to submit the required forms to the District authorizing the transfer of a specified number of hours from the Catastrophic Leave Bank to the requesting employee's sick leave or vacation leave account.
- E. The Catastrophic Leave Bank will be reduced on an hour for hour basis, as needed for each hour of catastrophic leave awarded to the requesting employee.
- F. In the event an employee exhausts his/her authorized number of hours from the leave bank, the employee may request additional leave pursuant to this section.

- G. CSEA Chapter #342 agrees that it will not file on its own behalf, or on behalf of any employee, any grievance, claim or lawsuit of any kind related to an attempt by an employee to retrieve donated catastrophic leave used by another employee pursuant to this provision.
- H. CSEA Chapter #342 also agrees that it will not file on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision
- I. CSEA Chapter #342 agrees to indemnify and hold harmless the District from any loss of damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to CSEA Chapter #342.

## **ARTICLE X**

### **EVALUATION**

#### **Evaluation**

The evaluation procedure is to be considered a positive action to aid employees in maintaining an acceptable standard. It is a cooperative effort for fair evaluation of work in the DISTRICT.

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation according to law.

Each permanent employee will have a performance evaluation conference with their immediate supervisor at least once every other year. Probationary employees will be evaluated at the 3<sup>rd</sup> and 5<sup>th</sup> month of their probationary period.

For the purpose of employee evaluation, supervisors will use a five (5) point scale consisting of: Excellent, Above Average, Average, Marginal and Unsatisfactory.

Should the employee disagree with the evaluation received from their immediate supervisor, they may appeal the decision in writing and request a conference with the Principal or Superintendent with all parties present.

If after appeal to the Principal or Superintendent, the evaluation remains the same, a further evaluation must be made within thirty (30) days.

A continued unsatisfactory rating can lead to disciplinary action. Such action must be carried out within the law.

Probationary employees do not have the right to use the grievance procedure to appeal disciplinary action.

#### **Discipline**

- A. Any changes proposed to Board Policy No. 4217.41 entitled "Classified Personnel Discipline/Suspension Just Cause" is subject to pre-notification to CSEA.

## ARTICLE XI

### TRANSFERS AND ASSIGNMENTS

A **transfer** refers to any action which results in the movement, relocation or reassignment of a classified employee to another worksite which may be judged to meet fluctuations in enrollment, instructional requirements or the desire of a classified employee for a change of assignments.

A transfer may be employee-initiated (**voluntary**) or District initiated (**involuntary**).

Notices of vacancies in non-restricted positions shall be posted by the DISTRICT for not less than one (1) calendar week at all work locations prior to being filled.

**Voluntary Transfer:** A classified employee may request a voluntary transfer to an open or unopened position to take effect during the school year or at the beginning of the next school year. When such a request is received the following procedure shall be followed.

The filing of the request for a transfer is without prejudice to the employee. It shall not jeopardize, nor shall it be construed as an indication of dissatisfaction with his/her present assignment.

No reassignment, however, shall be requested before a conference has been held by the employee with the supervisor and/or the Assistant Superintendent of Business.

Requests for transfer on file prior to posting of vacancies shall also be given consideration.

When more than one (1) employee applies for the same position, the employee who has seniority in the District and who has the proper qualifications to perform the required services shall be given first consideration.

Voluntary transfer requests shall be given priority consideration over involuntary transfers.

A meeting between all parties concerned with regards to a voluntary transfer to an un-open position (in job sharing request) shall take place within fifteen (15) days from the request.

If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial. All requests for the transfer on file in the District office shall become inactive on October 1 of the following school year.

**Involuntary Transfers:**

Any transfer of classified personnel initiated by the District shall be made in full cooperation with all parties concerned whenever possible. Reasons for the transfer shall be given and shall be discussed with the parties concerned, and expressly understood by those concerned, prior to any action being taken or any public announcement of contemplated action.

An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to an employee.

Involuntary transfers shall be done on a reverse seniority basis.

No employee shall be transferred for disciplinary reasons unless the District has fulfilled its obligation to evaluate the employee in accord with the procedures outlined in Article X, "Evaluation", of this Agreement.

**Assignments:** Classified employees are assigned to various duties by their immediate Supervisor upon approval of Superintendent or designee.

If an employee has been assigned by the Superintendent or designee to perform duties inconsistent with those assigned to the position, and which are at a higher level classification for at least one (1) full work day, the employee shall be compensated for this assignment at the 1<sup>st</sup> column of the salary step for that type of work that is at least one (1) full step above the rate the employee received in the previous class from the 1<sup>st</sup> day of the assignment.

## ARTICLE XII

### GRIEVANCE PROCEDURE

A grievance is defined as any complaint of an employee, or employees involving the interpretation, application, or alleged violation of this agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is also the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

#### **Procedural Steps:**

An aggrieved employee may present directly, or through their Job Representative, a grievance to their immediate Supervisor. The grievance shall be submitted orally. If the grievance is not resolved informally, the grievance may proceed to Step 2.

An aggrieved employee may present directly or through their Job Representative, a grievance to their immediate Supervisor/Principal in writing. A written response to the grievance shall be submitted to the aggrieved party and the Job Representative within five (5) working days of the submission of the grievance. At the request of the grievant or their representative, a conference shall be held with the Supervisor/Principal.

At Step 2, the grievant may elect, in writing, to be their own representative rather than have CSEA provide representation. If the grievant elects to be their own representative at this Step or any later STEP, CSEA shall be relieved of any further obligation of representation and expense of the grievance procedure.

If the written grievance is not satisfactorily resolved by the immediate Supervisor/Principal, or if they fail to respond to the grievant in accordance with Step 2, the grievant or CSEA may submit the grievance in writing to the Superintendent or designee. It must be submitted within five (5) days of the response, or failure thereof, from the immediate Supervisor/Principal. Within five (5) working days after receipt of the grievance at Step 3, the Superintendent shall hold a meeting with the Grievant, Job Representative and immediate Supervisor/Principal to discuss resolution of the grievance. The grievant and the Job Representative shall be notified in writing of the response at Step 3 within two (2) working days after the meeting.

If the grievance is not satisfactorily resolved in Step 3 or if the procedures at Step 3 are not followed the grievant or CSEA may submit the grievance in writing to the Board of Trustees. It must be submitted within five (5) working days of the receipt of the response at Step 3 or within five (5) days after the time periods called for in Step 3 have passed.

Within five (5) working days of receipt, the Superintendent shall place the grievance on the next Board Agenda for a hearing and appropriate action by the Board. If no parties are in agreement, the hearing or Board action may be continued to the next regular meeting.

**12.2 Group Grievances:**

If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step 3.

**12.3 Employee Processed Grievance:**

A. An employee covered by this agreement may present a grievance directly, and have such grievance resolved without intervention of CSEA as long as the resolution is consistent with the terms of this agreement. CSEA shall be provided with copies of any grievance filed by employees directly and any responses by the DISTRICT. Prior to resolution of any grievance, CSEA shall be given an opportunity to file a written response to the resolution if the resolution is inconsistent with the terms of this agreement. Whereupon it shall be, subject to the grievance procedure.

**12.4 Grievance Witness:**

The DISTRICT shall make available, for testimony in connection with the grievance, any DISTRICT employee whose presence is requested by the grievant or CSEA. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.

**12.5 Grievance Processed During Regular Working Hours:**

A. The grievant and the CSEA Job Representative shall be entitled to process a grievance during normal working hours without loss of pay or benefits.

**12.6 Separate Grievance Files:**

All materials concerning an employee grievance shall be kept in a file separate from the employee's personnel file. The grievance file shall be available for inspection only by the employee or CSEA Job Representative upon presentation of proper authorization by the employee.

## **ARTICLE XIII**

### **NEGOTIATIONS**

#### **13.1 Notification and Public Notice:**

- A. No later than the first Board meeting in March of the calendar year prior to the expiration of this contract, both parties will have submitted their proposal for public input. No later than April 1 of each calendar year, both parties shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by them. Such agreement shall be binding upon both parties.
- B. The District shall provide substitutes for a maximum of five (5) representatives of the Association's bargaining team, without loss of compensation to attend negotiations, impasse proceedings and fact-finding hearings.

#### **13.2 Interest-Based Bargaining:**

The District proposes that the Oroville Union High School District and the California Schools Employees Association will attempt to find a positive means of resolving contractual issues by using Interest-Based Bargaining (IBB).

- 1. Each party will define their needs in a forthright priority list omitting "throw away" items.
- 2. After the adoption of the State budget, the Association and the District will meet during a work session to study the local school budget. This session will clarify school expenditures and the amount of monies available beyond said expenditures.

As a first alternative to impasse, the District and Association will submit difficult and unresolved issues to study committees. These are clearly defined study committees and are not designed to be mini/micro negotiation groups. The committee membership will provide equal representation of classified and management personnel. Each committee will be charged with the study of an unresolved issue in order to develop a common list of recommendations for both negotiating teams.

### **13.3 Impasse:**

If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new agreement, either party may institute impasse procedures in accordance with the rule of the Public Employee Relations Board.

Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until conclusion of the impasse process.

CSEA and District agree that chief negotiators shall be chosen from in-house personnel. It is agreed that a School Board member can elect to be a member of the District negotiating team if it is feasible. It is also agreed that all members of the CSEA team be District classified employees and that the members of the District bargaining team be full-time employed District personnel or elected officials. Either party has the right to representation at the table provided that 48 hours notice is presented to the other party.

### **13.4 Ratification of Additions or Changes;**

Any additions or changes in this Agreement shall not be effective unless reduced to writing, ratified, and signed by both parties.

## ARTICLE XIV

### SAVINGS

- A. If during the life of this Agreement there exists any law or any applicable rule, regulation, or order used by governmental authority other than the DISTRICT which render invalid, or restrain compliance with, or enforcement of, any provision 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.
  
- B. Should a provision or application be deemed invalid, as described in paragraph 1 above, the Board shall re-institute any benefit reduced or eliminated to the extent allowable under law. Moreover, upon written request of either party, the parties shall meet within ten (10) days to request to renegotiate the provision or provisions affected.

## ARTICLE XV

### REDUCTION OF WORK FORCE DUE TO LACK OF FUNDS AND/OR WORK

#### Definitions:

- A. Layoff: Any termination of employment or any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. (E.C. 45101)
- B. Class or Grade: A group of positions alike in duties, authority, and responsibilities that require the same general knowledge, skills, and standards of performance, and that are placed on the same step of the salary schedule.
- C. Seniority Rank in Class: Date of hire in the present class assignment or higher classes.
- D. District Seniority Rank: Date of hire in any class as a probationary or permanent employee.
- E. Paid Service Hours: Any hours of duty or service in a paid status during the school year including holidays, recesses, summer school, approved military leave, unpaid illness leave, and unpaid industrial accident leave. (E.C. 45102, 45195, 45198, 45308) (MVC 395, 395.1)  
  
Paid service hours shall not include any hours compensated for on an overtime basis. (E.C. 45128, 45308)
- F. Computation of Seniority Rank: Seniority rank in class and DISTRICT service shall be computed using date of hire in paid status excluding overtime hours.

#### Layoff Procedures:

- A. Classified employees shall be laid off inverse order of seniority by job classification (E.C. 45308). Any tie in seniority shall be determined by lot.
- B. No permanent or probationary employee shall be laid off as long as class vacancies exist or temporary short term or substitute employees are in a status of employment in the same class (E.C. 45013, 45107).

- C. Layoff notices must be served personally or by certified mail at least thirty (30) days prior to the effective date of layoff. Layoff notices for specially funded programs ending June 30 must be given on or before May 29<sup>th</sup> of the terminating year. Layoff notices shall inform employees of their displacement rights, if any, and of their reemployment rights. (E.C. 45117)
- D. An employee facing layoff may voluntarily displace (bump) an employee with less seniority in an equal or lower class in which the employee facing layoff formerly held permanent or probationary status. (E.C. 45101, 45308)
- E. An employee facing layoff may, if granted the privilege, accept a reduction in assigned time in lieu of layoff or reclassification. (E.C. 45298)
- F. An employee laid off or facing layoff may elect service retirement from the Public Employees Retirement System. (E.C. 45115)

**Rights of Employees:**

- A. Any employee laid off shall be placed on a reemployment list ranked according to length of service in the class plus higher classes. The list shall be maintained for thirty-nine (39) months or until exhausted, whichever is sooner.
- B. Any employee who elects voluntary retirement in lieu of layoff shall be placed on the appropriate reemployment list for their classes of service according to length of service. (E.C. 45115)
- C. An employee who took a voluntary demotion (bumping) or reduction of hours in lieu of layoff shall be placed on the appropriate reemployment list for their classes of service according to length of service. In addition, such employee shall retain preferential reemployment and reinstatement rights for an additional twenty-four (24) months beyond the thirty-nine (39) month period in accordance with Education Code Section 45298.
- D. Employees shall be reinstated by class as employment opportunities occur according to seniority rank and eligibility on the reemployment lists. Reemployment shall be in the reverse order of layoff, retirement, reclassification, or reduction in hours due to lack of work or funds. (E.C. 45308)
- E. Employees on Industrial Accident Leave (E.C. 45192) or Non-Industrial Accident or Illness Leave (E.C. 45195) upon ability to return to service, shall be placed on the appropriate reemployment list according to seniority rank when such lists have been created by layoffs due to lack of work or funds.

- F. Employees on reemployment lists are eligible to compete for vacancies and to participate in promotional exams and procedures for which they can qualify.

**Reemployment:**

Employees on reemployment lists may be employed as temporary or short-term employees in any class for which the employee is qualified. However, such time served shall not count towards establishing seniority credits, neither shall it jeopardize their status for full reemployment.

A permanent or probationary employee reemployed within thirty-nine (39) months shall have all rights and privileges restored.

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 sent by Certified Mail to the last address given to the DISTRICT by the employee. A copy shall be sent to CSEA by the DISTRICT. Employee notification shall be considered effective three (3) mail delivery days following mailing or upon receipt, whichever occurs first.

An employee shall notify the DISTRICT of their intent to accept or refuse reemployment within ten (10) mail delivery days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within twenty (20) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employees' eligibility on the reemployment list, provided the employee notifies the DISTRICT of refusal of reemployment within ten (10) mail days from receipt of the reemployment notice.

The District shall maintain a current seniority roster.

## **ARTICLE XVI**

### **DISTRICT RIGHTS AND RESPONSIBILITIES**

It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided, and the 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 kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the DISTRICT, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited by the specific and express terms of the Agreement and by applicable law.

**ARTICLE XVII**

**LIVING CONTRACT**

This agreement shall remain in full force and effect from this point on from July 1, 2001, up to and including June 30, 2004, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of its request to modify, amend or terminate the Agreement.

The California School Employee Association, Chapter 342 and the Oroville Union High School District agree that contract articles will be considered "living," and issues will be discussed as they arise.

Not later than April 1<sup>st</sup> of the calendar year in which this Agreement expires, the parties shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced in writing and signed by both parties.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

FOR THE DISTRICT

FOR CSEA

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
CSEA President

\_\_\_\_\_  
Assistant Superintendent  
Chief Business Officer (CBO).

\_\_\_\_\_  
Chair, Negotiating Team

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

## APPENDIX "B"

### CLASSIFIED SALARY PLAN

<u>CLASSIFICATION</u>		<u>RANGE</u>
Administrative Secretary II		17
Administrative Secretary I		15
Attendance Assistant		12
Bus Driver-Standard		17
Bus Driver-Hard		20
Bus Driver-Most Difficult	Light	17
	Medium	20
	Hard	22
Bus Driver-All Non-Home-to-School		15
Campus Supervisor II		15
Campus Supervisor I		13
Computer Technician		28
Cook/Manager		10
Cook/Manager II		14
Custodian		
Lead Custodian		19
Custodian II		15
Custodian I		13
Courier		15
Dispatcher		20
Food Service Manager		8
Food Service Worker III		6
Food Service Worker II		5
Food Service Worker I		4

APPENDIX “B” –(continued)

<u>CLASSIFICATION</u>	<u>RANGE</u>
Groundskeeper II	18
Groundskeeper I	15
Library Assistant II	9
Library Assistant I	8
Maintenance Technician II	22
Maintenance Technician I	18
Maintenance Assistant	12
Mechanic	22
Mechanic Assistant	17
Multi-Cultural Resource Specialist	15
Para-Educator	
Para-Educator II	12
Para-Educator I	8
Para-Educator, Bilingual	10
Para-Educator I, ECE	8
Para-Educator II, ECE	11
Para-Educator III, ECE	14
Project Director Assistant	13
Resource Specialist	15
Senior Office Assistant	13
Storekeeper	16
Trainer – Bus Driver	20

APPENDIX "B" –(continued)

<u>CLASSIFICATION</u>	<u>RANGE</u>
Transportation Secretary	17
Vehicle Service Worker	12

## APPENDIX "C"

### FRINGE BENEFITS

During the period of this agreement, the DISTRICT will pay Monthly Health and Welfare Insurance premiums for family coverage (not to exceed \$7,860 annually) for each ½ time or more classified employee employed prior to July 1, 1991, as follows:

Family Medical (Prudent Buyer Option I)	<u>07/01/2001</u> \$553.00
Family Delta Dental (\$2,000 annual with Orthodontia 50/50 Adult/Child)	\$ 87.00
Family Optical with \$10 deductible	\$ 15.00

If the aforementioned premiums exceed the monthly figures set forth above during the term of this agreement, DISTRICT agrees to pay any such increases during the term of this agreement only and to reopen this provision and to negotiate relative to any such increases.

Beginning with the 1994/95 school year, employees will have the option of choosing between medical plans. If the employee chooses a less expensive plan, the employee will receive the premium savings each month; if the employee chooses to receive a more expensive plan, the employee will pay the additional premium monthly cost.

In the event the premiums during the term of this agreement exceed the annual cap of \$7,860.00, the DISTRICT agrees to advance the cost of any increases in premiums above the monthly figures set forth above of \$655.00 per month for medical, dental and vision for up to a period of three (3) months. It is understood and agreed that in the event agreement is not reached within said period of time the DISTRICT shall not be required to pay any more than the monthly figure referred to above (\$655.00 for medical, dental and vision).

Classified employees working less than ¾ but more than ½ may elect the Health and Welfare Package with the employee contributing toward the total package costs prorated total hours worked per day over six (6) hours. A four (4) hours employee will earn fully paid benefits when their contract hours with the DISTRICT exceeds 2,500 hours. The seniority hours that will be considered will go back retroactively from their date of hire.

The DISTRICT shall provide fully paid Health Insurance coverage for employee and eligible dependents for employees reaching their 55<sup>th</sup> birthday, provided said employee has served ten (10) years in the DISTRICT prior to retirement. The retiring employee will have the same choice of health, dental, and/or vision plans available to employees of the DISTRICT at the time of retirement, subject to the cap in effect in the year of retirement. Payment of such benefits shall continue until the retiree attains age 65.

The open enrollment period for employee changes of medical insurance will be during the month of May each year.

**APPENDIX “D”**

**CSEA DUES SCHEDULE**

DUES ARE PAYABLE ON A 10 MONTH BASIS, September-June of each year.

FULL-TIME EMPLOYEES WILL PAY MONTHLY DUES OF \$28.50 PER MONTH

PART-TIME EMPLOYEES WILL PAY MONTHLY DUES OF 1.5% OF THEIR SALARY

PLUS, \$5.00 per Month for Chapter Dues (10 Months)

