

AGREEMENT

By and Between

NEWCASTLE ELEMENTARY SCHOOL DISTRICT

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
and the NEWCASTLE CHAPTER #653**

2017-2018

Date of Ratification – September 13, 2017

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ARTICLE I. AGREEMENT

This Agreement is entered into between the Newcastle Elementary School District Board of Trustees ("Board") and the California School Employees Association and its Newcastle Classified Chapter #653 ("CSEA" or "Association").

ARTICLE II. RECOGNITION

The Newcastle Elementary School District ("District") recognizes the Association as the exclusive representative for all employees in those classifications set forth in Appendix "A."

The unit shall exclude all classifications lawfully designated as substitute, management, supervisory, or confidential.

ARTICLE III. WAGES

Wages

Rate of Pay The rate of pay on the CSEA Classified Employee Salary Schedule shall be increased by one percent (1%) retroactive to July 1, 2017.

In addition, unit members employed during the 2017-18 school year will receive a \$5000 (per 1 full time), one-time off-schedule payment. The \$5000 payment will be pro-rated for less than full-time employees. The unit member may choose to receive a one-time payment on October 10, 2017, or split the payments to be paid half on October 10, 2017 and half on July 10, 2018.

For the 2017-18 and 2018-19 school years, the parties agree that salary negotiations have been completed. Should the District receive new funding for one-time expenditures and/or Professional Development, the parties agree to meet and confer on the use of the new funding. Each party may reopen Article IV Benefits; plus two (2) additional articles of each party's choosing for the 2018-19 school year.

Step Increases

1. A unit member shall advance to the next step of the salary range providing the unit member worked 75% of their contract year, or was hired on or before November 1 for less than twelve (12) month employees or during the first half of the fiscal year (July 1 through December 31) for 12 month employees. A unit member hired during the last half of the fiscal year (January 1 through June 30) will remain on the same salary step until the second July 1 following employment.
2. July 1 shall be date of all subsequent salary increments.

Effect of Leave Without Pay

Except for military leaves of absence, for which credit will be given, the granting of any leave of absence without pay shall include a provision regarding whether an employee will (or will not) receive a salary increase on his/her next anniversary date.

Payroll Withholding

Upon appropriate written authorization from a unit member, the District shall deduct from the salary of that unit member and make appropriate remittance for Association dues. Except as required by this Agreement, all other deductions must be approved by the District.

Mileage Reimbursement

Bargaining unit members shall be entitled to reimbursement for mileage in accordance with established District Policy.

The District will pay a \$100 per month vehicle allowance to the position of Maintenance Worker (in lieu of mileage reimbursement) as long as the incumbent continues use of a personal vehicle to conduct District business.

Lodging and Meals

Bargaining unit members shall be entitled to reimbursement for lodging and meals in accordance with established District Policy.

Paychecks

All unit members shall be paid on or before the last business day of the month (established by the Placer County Office of Education). If the normal pay date falls on a holiday, or weekend, the paycheck shall be issued in accordance with Ed Code. Supplemental pay will be paid on or before the 10th of the following month.

Unit members employed twelve (12) months shall receive twelve (12) paychecks.

Unit members employed less than twelve (12) months shall have a one-time option to receive either ten (10) paychecks per year or twelve (12) paychecks per year. All less-than-twelve-month unit members shall be the same. The Association shall inform the District of the choice by August 1, 1998.

Under the ten (10) check plan, unit members will be paid monthly, September through June.

Payroll Errors

Any payroll error shall be corrected, by submission of the correct information to the County Office of Education, not later than five (5) workdays after it has been reported to the District office by the unit member and verified.

Working Out of Class

The parties shall abide by California Education Code section 45110. Specifically,

“Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonable relate to those fixed for the position by the board, for any period of time which exceeds five working days within a 15-calendar-day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days provided that his salary is adjusted upward for the entire period he is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his normal assigned duties.

Notwithstanding the provisions of this section, a personnel commission and governing board, or a governing board in a non-merit system district, may, by written rule, provide for an upward salary adjustment for any classified employee required to work out of classification for any period of time less than that required herein.

It is the intent of this section to permit school districts to temporarily work employees outside of their normal duties but in so doing to require that some additional compensation be provided the employee during such temporary assignments.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

(Enacted by Stats. 1976, Ch. 1010.)”

ARTICLE IV. HEALTH BENEFITS

Active Employee Benefits

The District shall provide each unit member with health and welfare benefits in accordance with Appendix "B-1."

The District agrees to a one percent (1%) increase of the monthly Health Benefit Cap from \$614.40 per FTE to \$706.71 per FTE, retroactive to July 1, 2015. One percent (1%) is equal to an additional \$92.32 per month per FTE.

For bargaining unit employees who received benefits from the District in the 2015-2016 school year and the time until the new rate is reflected in payroll, the District agrees to provide a one-time check to compensate the difference from \$614.40 and \$706.71 for time served. The adjusted monthly District contribution will be reflected in payroll beginning July 1, 2016.

Retired Employee Benefits

The District shall provide each unit member who retires during the term of this Agreement with health and welfare benefits in accordance with Appendix "B-2."

ARTICLE V. GRIEVANCE PROCEDURE

Definitions

For purposes of this Article, the terms used herein shall have the following listed definitions:

"Grievance" is defined as a misinterpretation, misapplication, or alleged violation of a specific provision of this agreement.

"Conferee" is a representative chosen by either party.

"Grievant" is a classified bargaining unit member of the Newcastle School District or the Association in matters dealing with Association rights.

A "day" is any day that the District's Administrative offices are open for business.

5.1 Informal Conference

An alleged grievance shall be discussed in a private, informal conference between the grievant and his/her supervisor within fifteen (15) days of when the unit member knew or should have reasonably known of the facts giving rise to the grievance.

5.1.1: At least one such private meeting shall take place between the parties before a Level One grievance is filed. Either party may request the presence of a conferee at the informal conference.

5.1.2: A grievance of common facts but affecting more than one person will be handled as one grievance.

5.2 Level One: Superintendent

Within fifteen (15) days after the informal conference, a grievant not satisfied with the response must present his/her grievance in writing to the Superintendent/Principal.

5.2.1: This writing shall be a clear, concise statement of the grievance including the people, times, dates and places involved, the Article and the paragraph about which there is an alleged violation, the decision rendered at the informal conference, and the remedy sought.

5.2.2 Within ten (10) days, the Superintendent/Principal shall communicate his/her decision to the unit member in writing. If the administrator does not respond within the time limit, the grievant may appeal to the next level.

5.3 Level Two: Advisory Mediation

If the grievance is not settled in Level I, the aggrieved employee or CSEA may submit the matter for advisory mediation.

5.3.1 The written submittal must be provided to the Superintendent within fifteen (15) days after the response at Step 1 or within fifteen (15) days following the submission to the Superintendent if no response is given.

5.3.2 The parties will notify the State Mediation and Conciliation Service and request a mediator. The mediator shall not issue a written opinion on the grievance but shall otherwise work with the parties to resolve the dispute.

5.3.3 Unless otherwise agreed, there shall be no cost to the District, to CSEA, or to the aggrieved party for this mediation procedure.

5.4 Level Three: Board

5.4 If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within ten (10) days after the conclusion of advisory mediation, request in writing that the Governing Board decide the matter.

5.4.1 The Governing Board, at its sole option, will select one of the three options set forth below:

5.4.1.1 The Governing Board may conduct a hearing, in open or closed session subject to the requirements of the Brown Act.

a.) At the hearing, the Governing Board may reopen the record for the purpose of receiving additional evidence necessary to resolve the grievance.

b.) The Governing Board shall set a hearing date for the matter, which shall not be later than forty-five (45) days after receipt of the appeal. The grievant and the union representative shall be notified of the date of hearing within ten (10) days after the first Board meeting after the submission of the appeal; or

c.) The Governing Board may determine that the grievance may be finally determined on the basis of the record presented to it and render such determination; or

5.4.1.2 A hearing officer may be designated by the Governing Board to hear the grievance and issue a recommended decision for adoption by the Governing Board.

a.) The Governing Board shall set a hearing date for the matter, which shall not be later than forty-five (45) days after receipt of the appeal.

b.) The grievant and the union representative shall be notified of the date of hearing within ten (10) days after the first Board meeting after the submission of the appeal; or

5.4.1.3 Upon receipt of the recommended decision, the Board may adopt, modify or reject the recommendation.

5.4.2 If the Board rejects the recommendation, it shall master the record and render its own decision.

5.4.3 Within twenty (20) days after the hearing, the Board shall give its decision in writing to the grievant.

5.4.4 The decision of the Board shall be final and binding.

5.5 Miscellaneous Provisions

The time limits provided for in this policy may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next shall be considered settled on the basis of the last decision and not subject to further appeal.

ARTICLE VI. HOURS AND OVERTIME

Work Week

The work week for each regular full-time unit member shall consist of forty (40) hours. The work week shall commence on Monday and end on Sunday.

Work Day

The District shall designate the length of the work day for each classified position. Each unit member shall be assigned a fixed, regular and ascertainable minimum number of hours.

Increase in Hours

If the Governing Board determines that additional hours of employment are to be created on a regular basis, interested part-time bargaining unit members are encouraged to apply.

While the District supports the concept of promotion from within, the District reserves the right to assign such hours to the most qualified applicant (whether in-District or outside). In making appointments, the District shall consider such factors as:

Training and experience, which relate to the position.

Evaluations and recommendations.

Program needs which shall include both school and student needs.

Interview.

Seniority.

Rest Periods

Classified unit members shall be provided a fifteen (15) minute rest period which, insofar as practicable, shall be in the middle of a work period which is at least four (4) hours or more; two rest periods of fifteen (15) minutes shall be granted to a unit member who works at least eight (8) hours. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay of the unit member.

Unit members working less than four (4) hours shall be entitled to a paid rest break of ten (10) minutes, insofar as practicable, after the first two (2) hours worked.

Unit members working less than eight (8) hours but more than four (4) hours per day will be entitled to one fifteen (15) minutes paid rest break.

Rest breaks, if not used, cannot be accumulated for credit or for early departure from work.

Lunch Periods

Any unit member working five (5) hours or more per day, shall be entitled to a duty-free, unpaid lunch period, the duration of which shall be not less than thirty (30) minutes. The supervisor shall determine the duration of the lunch period and the time at which it is taken.

Overtime

- a. Overtime is defined as any time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Time and one-half will be paid to employees only if they exceed the District-established full-time workday and/or workweek.
- b. Employees regularly working four (4) or more hours per day shall be paid at time-and-a-half rate for all hours worked on a Saturday or Sunday. Employees regularly working less than four (4) hours per day shall be paid at time-and-a-half rate for all hours worked on Sunday.
- c. In the event an employee works in more than one (1) job classification, overtime shall be compensated at the rate of one and one-half (1-½) times the rate applicable to the work which is being done during the overtime period.
- d. Overtime is to be worked only upon the authorization of the employer.
- e. Overtime shall be paid in accordance with law. Should the current (5/98) law relating to classified employees change, the District shall comply with the resulting law rather than the provisions of this paragraph.

ARTICLE VII. PERSONNEL FILES

The personnel file of each unit member shall be maintained at the central administrative office of the District.

Unit members shall be provided with a copy of any derogatory material prior to the time it is entered in the unit member's personnel file. The unit member's written response, if submitted within ten (10) work days, shall be attached to the material.

All personnel files shall be kept in confidence and shall be available only to officers or employees of the District when necessary for proper administration of the District's affairs or the supervision of the unit member.

ARTICLE VIII. EVALUATIONS

The District endorses a continuous program of evaluation of all unit members. The basic objective of the evaluation program is to record performance and assist, when applicable, in the improvement of performance of service while encouraging higher standards of competency. The Board expects, and will retain, only those unit members who demonstrate a level of competency (i.e., satisfactory performance) which satisfies the needs of the District. However, a permanent employee may only be terminated in accordance with the District's policies on Discipline, Layoff and/or applicable law.

8.1 The Superintendent/Principal shall formally evaluate all bargaining unit members on a regular basis as follows:

8.1.1 All probationary bargaining unit members shall typically be evaluated at least two (2) times during the twelve (12) month probationary period.

8.1.2 All permanent bargaining unit members shall be evaluated at least once every twelve (12) months by no later than May 30, unless the immediate supervisor and the unit member mutually agree in writing to forego the evaluation for that year. In the event the unit member and the immediate supervisor mutually agree to forego the annual evaluation, the unit member's job performance for that work year shall be considered to be effective (satisfactory). See Appendix "C" for evaluation forms and instructions.

8.2 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.

8.3 Any evaluation of substandard rating shall include specific recommendations for improvements and provisions for assisting the unit member in implementing recommendations made.

ARTICLE IX. LEAVES

9.1 Sick Leave

For a fiscal year of service (full twelve [12] months), every bargaining unit member employed full time shall be entitled to twelve (12) days of sick leave to use in case of personal illness, doctor appointments or injury.

9.1.1 Pregnancy disability shall be treated as an illness for purposes of sick leave.

9.1.2 If a bargaining unit member works less than five (5) days per week, or less than a full year, he/she shall be entitled to sick leave with benefits granted to full-time unit members in the same classification, but such leaves and benefits shall be prorated in the same ratio as the unit member's work hours per day, days per week, weeks per month or months per year bear to full-time employment.

9.1.2.1 For computational purposes in figuring sick leave for employees paid on an hourly basis, 173.33 hours per month shall be considered full-time employment.

9.1.2.2 Not more than one (1) day of sick leave shall be earned or accrued in any one (1) month.

9.1.3 If such bargaining unit member does not take the full amount of leave allowed in any regular year under this section, the amount not taken shall be accumulated from year to year.

9.1.4 Any bargaining unit member who finds it necessary to be absent from work due to personal illness shall notify his supervisor at the earliest possible opportunity. Such notice should be given not later than one (1) hour before the beginning of a unit member's shift on the day of absence.

9.1.5 At the commencement of each fiscal year, a returning bargaining unit member will be extended sick leave up to the number of days to be earned in that fiscal year. If the bargaining unit member terminates employment after having used more sick leave than the number of days which he/she has earned, the unearned portion will be deducted from the final warrant.

9.1.6 A probationary bargaining unit member will receive no more than six (6) days sick leave credit until the seventh month of service with the District. If the bargaining unit member terminates employment after having used more sick leave than the number of days which he/she has earned, the unearned portion will be deducted from this final warrant.

9.1.7 If no salary is due the unit member who terminates and who has used more sick leave days than he/she has earned, he/she will be billed by the District for the amount which has been overpaid.

9.1.8 Holidays occurring during sick leave are considered as paid holidays.

9.1.9 Sick leave credit is earned during a period of sick leave.

9.1.10 The District may, for absences exceeding three (3) work days or when a "pattern" of potential abuse is determined to exist, require evidence, including a doctor's statement, of the unit member's ability or inability to satisfactorily perform the functions of his position.

9.1.11 A unit member shall be entitled to receive up to five (5) months of "difference pay" in accordance with Education Code section 45196.

9.1.11.1 The five (5) month period shall run concurrently with all other leaves.

9.1.11.2 During the five (5) month period, the deduction shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence.

9.1.12 When a bargaining unit member has exhausted all sick leave, vacation and other leaves due to personal illness or injury, provided the unit member's employment in the District has not otherwise been terminated, a bargaining unit member may request an unpaid leave of absence for up to eighteen (18) months.

9.1.12.1 Such leave shall be at the sole discretion of the District.

9.1.12.2 At the conclusion of all leaves, the bargaining unit member shall be placed on the 39-month reemployment list. (See Article VII, Paragraph E.)

9.1.13 Any unit member returning from any illness or injury leave may be required to undergo an examination by a licensed physician of the District's choice to determine fitness for duty.

9.1.13.1 Such examination shall be at District expense.

9.2 Personal Necessity Leave

Up to seven (7) days of sick leave earned per fiscal year may be used for personal necessity leave upon request in cases of personal necessity. Any unused days of earned sick leave may be used by the unit member, up to a limit of seven (7) days per fiscal year, upon request in cases of personal necessity. For the purposes of this section, the following definitions will be used:

Immediate family is defined to include the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, stepson, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member.

Critical illness is defined as that illness of such a serious nature as to require hospitalization and the presence of the unit member is deemed necessary for the patient's well-being and/or legal consultation.

Emergency illness is defined as that illness which occurs suddenly and without warning which requires the services of a physician.

Surgery is defined as surgery which requires the use of anesthesia and the presence of the unit member is deemed necessary for the patient's well-being and/or legal consultation.

9.2.1 Personal necessity includes:

9.2.1.1 Death of a member of his/her immediate family when additional leave is required beyond that provided under Bereavement Leave.

9.2.1.2 Accidents involving his/her person or property, or the person or property of his immediate family of such emergency nature that the immediate presence of the unit member is required during the unit member's workday.

9.2.1.3 Emergency illness, critical illness or surgery of a member of his/her immediate family.

9.2.1.4 Parental adoption -limited to two (2) days

9.2.1.5 Paternity -limited to two (2) days

9.2.1.6 Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

9.2.1.7 Religious holiday(s) as defined by a recognized church or religion-limited to two (2) days.

9.2.1.8 Necessary business leave. Up to two (2) days per year, of the total seven (7), for purpose of conducting personal business which cannot be conducted after the school day or on Saturday. Examples include:

- One-time special occasions for members of immediate family such as graduation, special Honors, military, marriage,
- births in immediate family
- acts of God

9.2.1.9 up to two (2) days per year of the total seven (7), at the discretion of the bargaining unit member

9.2.2 Except for matters involving the serious injury of the unit member or the death or serious injury of the unit member's immediate family, or serious accident or similar emergency situations which may also involve the unit member's or the unit member's immediate family's property, the unit member must request in writing personal necessity leave from the superintendent/principal no less than forty-eight (48) hours prior to requesting leave. Every reasonable effort will be made to accommodate the request listed as a reason above.

9.2.3 The Superintendent at his/her discretion may grant personal necessity leave for reasons other than those specifically enumerated.

9.2.4 The Superintendent may require additional satisfactory proof substantiating the justification for granting of personal necessity leave.

9.2.5 Leaves of absence for personal necessity may be granted for a minimum of one hour or half shift basis, for partial days of absence, up to a total of seven (7), except for:

9.2.5.1 The two (2) discretionary days, which must be full days/full shift.

9.2.5.2 For absences of less than one hour, employees may use accrued vacation time if sick leave does not apply.

Leaves of absence for personal necessity may be granted for a minimum of two hours or half shift basis, for partial days of absence, up to a total of seven (7), except for:

9.2.5.1 The two (2) discretionary days, which must be full days/full shift.

9.2.5.2 For absences of less than two hours, employees may use accrued vacation time if sick leave does not apply.

9.3 Industrial Accident or Illness Leave must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.

9.3.1 The employee shall notify the District Administrative office immediately when an injury or illness arising out of or in the course of employment occurs.

9.3.1.1 Allowable leave for such accident or illness shall be for sixty (60) working days.

9.3.1.2 Such leave shall commence on the first day of absence.

9.3.1.4 Payment for wages lost on any day shall not, when added to an award granted to the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.

9.3.1.5 Leaves of absence under this policy shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only that amount of unused leave due him for the same illness or injury.

9.3.1.6 The leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

9.3.1.7 Upon exhaustion of industrial accident leave, the unit member shall be entitled to accumulated sick leave benefits under Article IX, paragraph 1, provided, however, that if the unit member continues to receive a temporary disability indemnity, he/she may elect to use only as much of his accumulated sick leave which when added to his temporary disability indemnity will result in a payment to him/her of not more than his/her full daily salary.

9.3.1.8 During any fully paid leave of absence, the unit member shall endorse to the District the temporary disability checks received on account of his industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.

9.3.2 Unless the Board of Trustees authorizes travel outside of California, unit members receiving benefits under this policy during period of injury or illness shall remain in the State of California.

9.3.3 The District Superintendent shall issue a recommendation to the Board of Trustees on each unit member petition for leave under this policy.

9.3.3.1 Bargaining unit members petitioning for such leaves are responsible for furnishing the District Superintendent, upon request, a statement signed by a licensed physician or practitioner verifying the nature of the injury or illness and the number of days of absence that will be needed for the leave of absence.

9.3.3.2 A second signed physician's or practitioner's statement may be required of the unit member upon request of the District Superintendent at the end of the unit member's leave of absence certifying that the unit member's condition is satisfactory to warrant a return to service.

9.4 Extended Illness Leave may only be requested after exhaustion of all accumulated sick leave and/or Supplemental Sick Leave as described in Section A.10. of this Article and/or accumulated vacation. Such leave is at the sole discretion of the Governing Board.

9.5 39-Month Reemployment - If, at the conclusion of all entitlement to leave the unit member is still unable to assume the duties of his/her position, the unit member's active status as an employee shall be terminated and the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months. No additional benefits, salary placement or time of

service shall accrue. If able to resume duties of the job for which they were placed on the reemployment list, he/she shall be employed in a vacant position in the class of his previous assignment over all other available candidates except for a reemployment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed.

9.6 Jury Duty Leave - When called for jury duty or for attendance in a court of civil or criminal proceeding when the unit member is not a party litigant, the unit member will be granted a leave of absence, with pay, but less the jury fee received, for hours the unit member is required to serve not to exceed the normal contracted hours per day.

9.6.1 Bargaining unit members receiving compensation for jury or court duty shall endorse their jury warrant over to the District. If travel pay is issued, the unit member shall request two (2) warrants, one (1) for jury duty and one (1) for travel, so that the jury duty warrant can be endorsed over to the District.

9.6.2 Compensation from jury or court duty not requiring leave from regular assigned hours shall not be paid to the District.

9.7 Bereavement Leave - Each bargaining unit member may be granted necessary leave of absence, not to exceed three (3) days, or five (5) days if out of state travel is required, to attend a funeral for the death of any member of his/her immediate family.

No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of this Article or provided by the Governing Board of the District.

9.8 Pregnancy Disability Leave - Disabilities caused by pregnancy, miscarriage, childbirth, and recovery there from, shall be treated as sick leave.

9.8.1 The member's physician shall verify the date on which a unit member is unable to continue work, and the date on which the unit member is able to resume employment.

9.8.2A bargaining unit member who desires leave past the necessary period of disability must apply for and be granted an appropriate leave

9.9 Other Leaves of Absence - Leaves of absence with or without pay, including leave pursuant to Education Code section 45195, may be granted to a unit member on conditions mutually acceptable to the unit member and the District.

9.10 Catastrophic Leave – “Catastrophic Illness or Injury” means 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.
- d) “Immediate Family” means the spouse, child, stepchild, foster child, domestic partner, parent or grandparent of the employee living in the employee’s household.

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

When an employee or a member of his/her family experiences a catastrophic illness or injury, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits. In making such a request, the employee shall provide verification of the catastrophic injury or illness in the form of a letter, dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.

The process by which sick leave may be contributed shall be in accordance with Board Policy and Administrative Directive 4261.9, “Catastrophic Leave Program”. Once notified of a need, Bargaining Unit members may fill out the **CONFIDENTIAL AUTHORIZATION FOR CATASTROPHIC LEAVE DONATION** form (appendix D) within the timelines given for each instance of a need. Employees may not revoke their donation of sick leave credits.

The maximum days allowed to be utilized by one employee shall not exceed their normal work year.

Any employee returning from catastrophic leave will be reinstated to their former position.

An employee on catastrophic leave for his/her own serious health condition is required to provide a fitness-for-duty certificate from their physician before he/she will be reinstated to employment.

ARTICLE X. VACATION

10.1 Eligibility

Employees in the bargaining unit shall earn paid vacation time pursuant to the provisions of this Article. Vacation benefits are earned on a fiscal-year basis -- July 1 through June 30.

10.2 Accumulation

Vacation time shall be earned and accumulated on a monthly basis. To receive credit for a month's employment, a unit member must be in paid status for more than one-half (1/2) the working days in the month.

10.3 Entitlement

10.3.1 Twelve (12) Months Employees

1 through 5 years of service	10 days per year
6 through 10 years of service	15 days per year
11 through 15 years of service	20 days per year
16 years of service or longer	25 days per year.

10.3.1.1 Vacation Pay: Rate of pay for vacation days shall be the same as that which the unit member would have received had he/she been in a working status (overtime and extra hours excluded).

10.3.1.2 Vacation Pay Upon Termination: When a regular unit member who has completed six (6) months of service separates for any reason, he/she shall be entitled to receive pay for all vacation accrued and not used.

10.3.1.3 Vacation Carryover: Vacation is a benefit, which, if it is to have value, must be used. Therefore, each fulltime (12 month) unit member shall schedule accrued vacation in such a manner that, on June 30 of any year, the unit member has no more than ten (10) days of vacation to be carried over to the next fiscal year.

10.3.1.4 Vacation Scheduling: Twelve (12) month bargaining unit members shall schedule vacation in advance at times requested by unit members, insofar as practicable, as determined by the unit member's immediate supervisor and within the work requirements of the District.

10.3.1.4.1 If there is a conflict between unit members as to when vacations shall be taken, the unit member with the greatest District seniority (hire date) requesting vacation shall be given preference.

10.3.1.4.2 Vacation shall not be scheduled or used during the first six (6) months of employment.

10.3.1.4.3 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another leave, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

10.3.2 Less than Twelve (12) Month Employees or less than full time employees:

10.3.2.1 All eligible unit members who work less than seven (7) hours per day but work twelve (12) months per year shall accumulate vacation in a pro-rated amount

based upon a percentage of a full-time assignment or contract workdays as per 10.3.1. or less than twelve (12) months per year shall accumulate vacation in a pro-rated amount based upon a percentage of a full-time assignment or contract workdays as per 10.3.1.

10.3.2.2 Less than twelve months employees shall accumulate a maximum of 10 (ten) days of vacation in a prorated amount based upon their percentage of a full-time assignment or contract workdays beginning in 2011-12.

10.3.2.2.1 Less than 12 month employees who were under contract prior to July of 2011 will maintain their current levels of vacation in a pro-rated amount based upon a percentage of a full time assignment or contract workdays, but shall not be granted more than their current allocated number of days for future years of service. B(12) months per year bargaining unit members may schedule vacation in advance at times requested by unit members, insofar as practicable, as determined by the unit member's immediate supervisor and within the work requirements of the District.

10.3.2.2.1 If there is a conflict between unit members of the same job classification, as to when vacations, which have been approved, may be taken, the unit member with the greatest District seniority (as per seniority list) requesting vacation shall be given preference. as to when vacations, which have been approved, may be taken, the unit member with the greatest District seniority (as per seniority list) requesting vacation shall be given preference.

10.3.2.3 Less than twelve (12) months per year bargaining unit members may schedule vacation in advance at times requested by unit members, insofar as practicable, as determined by the unit member's immediate supervisor and within the work requirements of the District.

10.3.2.4 Unit members working less than 12 months shall be paid for all accumulated and not used vacation during the month of June of each fiscal year.

10.3.2.4 Vacation shall not be scheduled or used during the first six (6) months of employment.

ARTICLE XI. HOLIDAYS

11.1 Beginning with the 2012-13 fiscal year, bargaining unit members shall be entitled to the ten (10) paid holidays set forth in education Code section 45203, provided they were in paid status during any portion of the working day immediately preceding or succeeding the holiday as follows:

Bargaining unit members shall be entitled to the paid holidays set forth in Education Code section 45203, provided they were in paid status during any portion of the working day immediately preceding or succeeding the holiday. For purposes of illustration, the Section 45203 paid holidays as follows:

Holidays	Date Observed
New Year's Day	January 1
Martin Luther King Day	Third Monday in January or Monday or Friday in the week in which January 15 occurs
Lincoln's Day	Monday or Friday in the week in which February 12 occurs
Washington's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	That Thursday in November proclaimed by the President as Thanksgiving Day
Christmas	December 25

11.2 Student non-attendance days during the winter and spring recesses shall not be considered holidays for bargaining unit members required to work during these periods.

11.3 Regular unit members not normally assigned to duty during the winter recess shall be paid for holidays scheduled during the recess period provided they were in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

11.4 When a holiday listed above falls on a Sunday, the following workday, not a holiday, shall be deemed to be the holiday in lieu of the day observed. When such a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be the holiday in lieu of the day observed.

11.5 In-Lieu Holidays: The parties recognize that the school calendar may require an adjustment of the date on which some holidays are celebrated. As such, subject to consultation with the Association, the District may move days so long as the total number of paid holidays remains the same.

ARTICLE XII. ASSIGNMENTS/ REASSIGNMENTS/ FILLING VACANCIES

12.1: Posting Notices

12.1.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations within ten (10) days of the vacancy. The job notice shall remain posted for a period of five (5) working days during the academic year. Additionally, the district shall send a copy of each notice to CSEA's Chapter President.

12.1.2 During the summer or during any leave of absence, a unit member may make a written request for notification of job vacancies. The request must specify the classifications for which the unit member

requests to receive vacancy notifications. The District shall provide notifications of vacancies in the requested classifications to such unit members at the same time it posts notices at the work site.

12.2: Notice Contents

The job vacancy shall include: the job, title, a brief description of the position and duties, the minimum qualifications required for the position (including federal and state mandates), the number of hours per day, shift times, days per week, and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.

12.3: Filing

Any unit member in the bargaining unit may file for the vacancy by submitting written notice to the Superintendent/Principal or designee within the filing period. Any unit member on leave or vacation may authorize his/her representative to file on the unit member's behalf. The unit member must be available to participate in the interview(s)

12.4: Response to Applications

By no later than five (5) working days after the end of the hiring process, the Superintendent/Principal or designee shall, following a written request from the applicant provide the basis for his/her decision to any bargaining unit applicant who did not receive an interview.

12.5: Unit Member Initiated Transfer Request

A transfer is defined as a request to move to a position in the same job classification. Unit members may request a transfer to any position in the same classification, as follows:

12.5.1 For specified vacancies, the unit member shall submit a request for a transfer during any period of posting of an available position in the unit member's classification. The unit member may submit further information and/or a resume.

12.5.2 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to notification of transfer approval.

12.6: Consideration for Bargaining Unit Members

Any member of the classified bargaining unit who applies for a transfer, promotion, or demotion within the District shall be given first consideration in filling a vacancy provided he/she meets the minimum qualifications.

12.6.1 Seniority: Seniority for transfer requests shall be considered as follows: If all qualifications, including physical, educational, test scores, written evaluations, interview scores, attendance, the best interest(s) of the District and experience are equal, of any equally

qualified bargaining unit candidates, the unit member with the greatest seniority in the classification will be awarded the position.

12.6.2 Unit Members Not Selected: A unit member who meets the minimum qualifications but who is not selected for any vacancy shall be provided, upon request from the unit member, a written statement by the District providing a basis for its decision.

12.6.3 Promotion: A promotion is the selection of a unit member into a vacant position within any classification that has a higher salary range than the one currently occupied by the applicant. If all qualifications, including physical, educational, test scores, written evaluations, interview scores, attendance, the best interest(s) of the District and experience are equal between qualified internal candidate(s) and a qualified external candidate (s), an internal candidate will be awarded the position. Promoted unit members shall be placed on the salary step of their new, higher range that guarantees a minimum of a 2.5% increase in pay or shall be placed no higher than step 6 of the salary schedule in the higher classification if the existing salary schedule does not support the 2.5% increase.

12.7: Involuntary Transfers

The District retains the right to utilize employees in the bargaining unit in those positions where their abilities within classification are most needed for smooth and uninterrupted operation of the school. A unit member may be transferred within his/her present classification to meet the needs of the district.

12.7.1 As the service to the District is the fundamental concern in the employment of all personnel, reassignment of personnel may be made from one (1) location to another location, or from one (1) time of day to another time of day. Changes of two (2) hours or less shall be at the sole discretion of the Board; in all other instances, the District shall consult with the bargaining unit member before implementing the change.

12.7.2 The district shall not transfer a unit member for punitive reasons.

ARTICLE XIII. SAVINGS PROVISION

If any provisions of this Agreement are held to be invalid or out of compliance by a court or administrative agency, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIV. DURATION/REOPENERS

The term of this agreement shall be from the date of ratification by both parties up to and including June 30, 2019.

Negotiations for a successor contract should commence prior to May 1, 2019.

It is agreed that CSEA and NESD will work together to clean-up formatting and unclear language of the CSEA Contract by mutual agreement.

Except as set forth above, all other terms and conditions as set forth in the parties' 2016-19 Successor Agreement shall remain status quo and shall be incorporated into the parties' 2017-18 collective bargaining agreement.

IN WITNESS WHEREOF the parties have affixed their signatures and have executed this Agreement.

FOR THE DISTRICT

FOR THE ASSOCIATION

Board Representative

Association Representative

District Negotiator

Association Representative

District Negotiator

Association Representative

Date

Date

Dated:

Dated:

Ratification Date: September 13, 2017

Ratification Date: September 13, 2017

FOR _____
THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, And Its
NEWCASTLE CHAPTER 653

FOR
THE NEWCASTLE ELEMENTARY
SCHOOL DISTRICT

APPENDIX "B-1"

**NEWCASTLE ELEMENTARY SCHOOL DISTRICT
Benefits for Active Unit Members
2013/2014 School Year**

1. Dental

The District shall provide, subject to local availability, full-time unit members and dependents with a dental plan (currently Delta Dental) as per appendix B-1, # 6a, b below.

2. Vision Care Plan

The District shall provide, subject to local availability, full-time unit members and dependents with a vision care plan (currently Vision Service VSP) as per appendix B-1, # 6a, b below.

3. Medical

The District shall provide, subject to local availability, full-time unit members and dependents with a medical plan (currently available plans are Blue ShieldHealthNet or Kaiser through SIG) as per appendix B-1, # 6a, b below .

4. Life Insurance

The District agrees to pay premiums on behalf of each bargaining unit member for a District approved term life insurance policy. Premium and policy will be the same as afforded all other employees at Newcastle Elementary School.

5. Part-Time Unit Members

Part-time unit members may participate in the District group medical, vision and dental plans, subject to the following:

a. The unit member must be at least 0.5 FTE (4 hours per day or more).

b. Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of the CAP toward coverage. Entitlement shall be based on the ratio of the unit member's contractual service to 1.0 FTE

- c. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the unit member through payroll deduction.

6. Required District Contribution for Premiums

- a. The required annual contribution for the benefits set forth in 1., 2., and 3. above shall not exceed (\$549.40614.40) per month (Seven Thousand Five Three Hundred NinetySeveny-two Dollars and eighty cents [\$7,372.80] annualized).
- b. Should the plan(s) cost more than the District's required contribution, each covered unit member shall, by way of their signed request for coverage form, agrees to pay the difference by payroll deduction.

APPENDIX "B-2"

**NEWCASTLE ELEMENTARY SCHOOL DISTRICT
Benefits for Retired Unit Members
2011/2013 School Year**

1. A retired District employee who qualifies for retirement benefits at the time of retirement, may enroll in a medical, dental or vision plan available to active unit members subject to all of the following:
 - a. The employee is currently working and has been in working status for the district for 20 years without a break in service and the employee currently qualifies for Health benefits.
 - b. The employee is currently enrolled in the district benefit package or has recently enrolled for district benefits during the prior open enrollment window.
 - c. Arrangements are made with the Business Office to pay the total premium in advance;
 - d. The insurance carrier permits retired employees to continue to be enrolled.
2. Should a retired employee fail to make the required advance payment listed in c or d, he/she shall be disenrolled and may not resume participation.

APPENDIX "C"

CLASSIFIED PERFORMANCE EVALUATION REPORT

Employee Name _____
Class Title _____ Employee Status__

Work Location _____
If Unscheduled _____ Due Date _____
Report
Check Here G

Evaluation reports express the judgment and opinion of supervisory authority and, as such, are not subject to appeal UNLESS there has been a resultant action taken to suspend, demote, or dismiss a PERMANENT employee. Refer to the Contract between the District and CSEA #653 for further information, as applicable.

Employees may attach comments to the evaluation report (positive or negative) which will be placed in their personnel file at their request. A notice regarding the placement of the evaluation report and related materials in the personnel file is on the front of this form.

SECTION A: Check (/) one column for each factor. Column (A-1) may be checked when a factor is not considered applicable to a particular job. Additional space has been provided to write in any additional factors. Each check mark in Column (A-2) REQUIRES specific explanation in Section E.

SECTION B: May be used to describe outstanding qualities or performances, particularly when the check marks in Column (A-4) do not seem adequately descriptive.

SECTION C: Use to record progress or improvements in performance resulting from the employee's efforts to reach previously set goals.

SECTION D: Record agreed-upon or prescribed performance goals for the next evaluation period.

SECTION E: Give specific reasons for check marks in Column (A-2). Explanation of check marks in Column (A-3) are optional. Record here any other specific reason why the employee should not be recommended for permanent status, or, if the employee is already permanent, any specific reason for required improvement.

SUMMARY EVALUATION: Check the overall performance here, taking into account all factors and total performance over the full period of service being evaluated:

NOT SATISFACTORY: Performance clearly inadequate in one or more critical factors as explained or documented in Section E. Employee has demonstrated inability or unwillingness to improve or to meet standards. Performance not acceptable for position held.

REQUIRES IMPROVEMENT: Total performance periodically or regularly falls short of normal standards. Specific deficiencies should be noted in Section E. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements.

EFFECTIVE - MEETS STANDARDS: Consistently competent performance meeting or exceeding standards in all critical factors for the position. This ranking indicates the employee's performance is of a high quality consistent with the high standards of the District.

SIGNATURES: Both the rater and the employee must date and sign the completed report. The employee's signature indicates that the conference has been held and that s/he has been presented, and has read, the completed report; it does not necessarily imply or indicate agreement with the report.