

**AGREEMENT BETWEEN**

**HERMOSA BEACH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**HERMOSA BEACH EDUCATORS ASSOCIATION  
(CLASSIFIED UNIT)**

**EFFECTIVE JULY 1, 2004 – JUNE 30, 2008**

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## **ARTICLE 1:           AGREEMENT**

### **1.1     Parties to Agreement**

The articles and provisions contained within this agreement constitute a bilateral and binding agreement (“Agreement”) by and between the HERMOSA BEACH CITY SCHOOL DISTRICT, herein referred to as “District” and the HERMOSA BEACH EDUCATORS’ ASSOCIATION (CLASSIFIED UNIT), herein referred to as “Association” as the exclusive bargaining representative for all classified employees holding those positions described in Article 2 – Recognition.

### **1.2     Legal Authority**

This Agreement is entered into pursuant to chapter 10.7, sections 3540-3549 of the Government Code (“Act”).

**ARTICLE 2: RECOGNITION**

2.1 Exclusive Representation

The District hereby recognizes the Association as the exclusive representative for the bargaining unit certified by the Public Employment Relations Board (“PERB”) in Case No. LA-R-966 and described as follows:

Included: Maintenance, Business and Technical (clerical), and Instructional Aides (3 or more hours daily); and

Excluded: All other employees, including, but not limited to; noon duty aides, substitutes, coordinator of maintenance and operations, extended day program coordinator, and all management, supervisory and confidential employees.

2.2 New Positions

During the term of this Agreement, newly created positions shall be classified as follows:

2.2.1 Management, supervisory and confidential positions shall be excluded from the Representation Unit.

2.2.2 All newly created classified positions which have not been designated by the District as management, supervisory or confidential shall be included within the Representation Unit.

2.2.3 Upon written request, the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new position as management, supervisory or confidential. If agreement cannot be reached within a reasonable time, the disputed case shall be submitted to the PERB for resolution.

**ARTICLE 3: SUPPORT OF AGREEMENT**

- 3.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process and the grievance procedures set forth in this Agreement. Therefore, it is agreed that the District and Association will support the Agreement for its term and each or both will not appear before any public body to seek change or make improvements in any manner subject to the meet and negotiate process except by mutual agreement of the District and Association.

## **ARTICLE 4: DISTRICT RIGHTS**

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 including but not limited to the exclusive right to determine:

- 4.1 The financial structure of the District, including sources of income, taxes and debt, investment policies, fiscal and budget control policies and procedures, budgetary allocations, and expenditures apart from those expressly allocated to fund the wages, benefits or other obligations of this Agreement.
- 4.2 The acquisition, disposition, and utilization of all District properties.
- 4.3 All services to be rendered to the public including types and numbers of personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the lawful subcontracting of services to be rendered and functions to be performed.
- 4.4 The utilization of personnel not covered by this Agreement, including substitutes, provisional personnel, consultants and supervisory or managerial personnel and the methods of selection and assignment and compensation of such personnel.
- 4.5 The right to select, classify, assign, direct, promote, compensate, allocate new duties, demote, lay off, discipline, and dismiss all personnel of the District except as set forth in this Agreement.
- 4.6 The dates, times, and hours of operation of District facilities and activities.
- 4.7 The safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment.
- 4.8 The rules, regulations and policies for students and the public.

It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of Hermosa Beach Educators' Association or of unit employees as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitation upon the District's rights.

The failure of the District to exercise any right reserved to it shall not be deemed a waiver of such rights.

The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of Article 6, entitled "Grievance/Arbitration Procedure."

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

## **ARTICLE 5:           NEGOTIATIONS PROCEDURES**

- 5.1     The Association shall submit any initial proposal for an amended or modified agreement pursuant to Article 20, Term of Agreement and Reopener. The responding proposal shall be presented and publicly noticed no later than sixty (60) days after the initial proposal is received after which negotiations shall begin.
- 5.2     Negotiations shall take place at mutually agreeable times and places.
- 5.3     The Association may designate up to two (2) representatives for purposes of official meeting and negotiating and no official meetings between the parties shall be held unless at least two (2) members of the Association team and the Board team are present except by mutual consent.

The Association shall be entitled to released time, without loss of compensation or benefits for purposes of official meeting and negotiating with the Board's representatives. This released time allocation may be used in full or half day increments. Association representatives utilizing this released time allocation shall follow normal District procedures for prior notification of absence in order that necessary substitutes may be secured. Substitutes costs necessitated by the allocation of released time as described herein shall be divided equally between the Association and the Board after the 10<sup>th</sup> day of negotiation.

- 5.4     Either party may utilize the services of outside consultants for purposes of providing information necessary for negotiations.
- 5.5     Upon written request, the District shall furnish the chairman of the negotiating team a copy of already prepared non-confidential reports and information necessary for negotiations.
- 5.6     Following ratification of the successor Agreement by both parties herein, the District shall have one copy for each unit member prepared and the Association shall deliver it to the membership. A copy of the existing contract shall be given to each newly employed unit member.

## **ARTICLE 6: GRIEVANCES/ARBITRATION PROCEDURES**

### **6.1 Definitions**

6.1.1. A “Grievance” is an allegation by a unit member or members or by the Union that he/she/they/it have/has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in written Board Policies or Administrative Regulations and Procedures must be undertaken under separate legal process. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Education, or by the Administrative Regulations and Procedures of this District are not within the scope of this procedure.

6.1.2. A “Day” is a day upon which unit members are regularly scheduled to work.

6.1.3. The “Immediate Supervisor” is the lowest level supervisor or management employee having immediate jurisdiction over the grievant.

### **6.2. General**

Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, the grievant may proceed to the next level of the grievance procedure.

### **6.3. Grievance Steps**

#### **6.3.1. Informal Step**

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant’s immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits outlined in Step I below.

#### **6.3.2. Step I**

No later than twenty (20) days following the act or omission giving rise to the grievance, or, no later than twenty (20) days following the date upon which the employee reasonable should have know of the act or omission, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

The written grievance shall contain a clear and concise statement of the grievance, the specific provision(s) of the Agreement allegedly violated and the specific remedy sought.

The immediate supervisor shall communicate a written decision to the employee within seven (7) days after receiving the grievance.

Within the above time limits, either party may request a personal conference with the other party.

#### 6.3.3. Step II

In the event the grievant is not satisfied with the decision in Step I, the grievant may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Superintendent or his/her designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the above time limits, the grievant may automatically proceed to the next step.

#### 6.3.4. Step III – This is an optional step which the parties may utilize if they mutually agree to do so.

If the grievant is not satisfied with the decision at Step II, he/she may, within ten (10) days, submit to the Superintendent a written request for mediation of the grievance. In this event, the Superintendent shall, within three (3) days following receipt of such request, submit to the California State Conciliation Service, a written request for the immediate service of a mediator.

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution.

At the outset of this process, the mediator shall schedule and hold an informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of their positions; the grievant's statement shall include reasons for his/her appeal to mediation.

If a satisfactory resolution of the grievance is achieved through mediation, both parties to grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal.

If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Level IV.

#### 6.3.5. Step IV

If the grievant is not satisfied with the disposition of the grievance at Step III (or Step II if the parties do not utilize Step III), the grievant may within ten (10) days after the mediation conference closes, or within ten (10) days of the Step II disposition, request in writing that the Association submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within fifteen (15) days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.

In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties, beginning with the grievant, shall alternately delete names from the list until only one (1) remains; said last named shall be selected as the arbitrator.

The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

The arbitrator shall have no authority to issue a financial remedy which is not specifically provided for in the contractual clauses at issue; such financial remedy, if any, cannot reach back beyond the effective date of the Agreement or three years prior to filing the grievance, whichever is the shorter period.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

The processing of a grievance beyond Step II shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum, to the extent permitted by law.

#### 6.4. Miscellaneous

6.4.1 A unit member may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative provided by the Association.

If a unit member is not represented by the Association or its representative, the District shall not agree to a resolution of the grievance without first providing the Union with a copy of the grievance, the proposed resolution, and an opportunity to respond.

- 6.4.2 The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:
- 6.4.2.1 By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of two (2) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur;
  - 6.4.2.2 Twenty-four (24) hours prior to the release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.
  - 6.4.2.3 That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person; and
  - 6.4.2.4 Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.
- 6.4.3 If a grievance arises from action or inaction above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing to the Superintendent or his/her designee.
- 6.4.4 The arbitrator's decision shall be submitted to the District and the Association for review and implementation. Either party may seek to affirm, vacate or modify the award under applicable provisions of the California Code of Civil Procedure. Court affirmance is not a prerequisite to voluntary compliance with an award.
- 6.4.5 It is the express intent of the parties that this Article automatically expires upon the expiration date of the contract or any extension thereof and the Association has waived its right to insist otherwise. The only exception is for grievances arising prior to the expiration date of the contract or any extension thereof.

**ARTICLE 7: NO STRIKE/NO LOCKOUT**

The purpose of this clause is to provide for peaceful, harmonious, and uninterrupted services regardless of disputes which arise under this Agreement or outside the scope of this Agreement. Accordingly,

- 7.1 During the term of this Agreement and any agreed upon extension thereof, it is agreed and understood by the Association, its officers, agents, or members that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, nor will there be compliance with the request of other labor organization to engage in such activities.
- 7.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, a slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 7.3 It is understood that, in the event this article is violated, the Board shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums.
- 7.4 During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

## **ARTICLE 8: HOURS AND OVERTIME**

### **8.1 Work Week**

For purposes of this Agreement, a regular work week for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District. Nor shall this Article restrict the District's right to change the work week on an individual when necessary to carry on the business of the District. The District specifically reserves the right to change shift starting and ending times, not to exceed one hour, or to accommodate school site changes in hours or classes, or an consistent with past practices (e.g., summer, vacation). Both the District and Association concur that the District may initiate, either on a pilot or long term basis, alternate work weeks/workdays (e.g., 4/10 or 9/80) for individual employees, groups of employees or classifications with concurrence of affected employees.

8.1.1 In the event of an anticipated change in an employee's normal work week as defined above, the employee shall be given two (2) week's advance notice of such change except in cases of emergency when such change is anticipated to be on a short term basis.

8.1.2 Any change of an employee's work week pursuant to paragraph 8.1.1 above shall not be done for the purpose of avoiding payment of overtime.

### **8.2 Workday**

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertained minimum number of hours.

### **8.3 Overtime**

Overtime shall be defined as assigned and authorized work performed during hours actually worked in excess of eight (8) in any one workday and forty (40) in any one work week. Authorized and assigned overtime hours shall be compensated for at one and one-half (1 ½) times the employee's regular hourly rate; or, at the option of the District, shall be compensated for in compensatory time off. Overtime opportunities shall be distributed and rotated as equally as practical within each affected classification at the work site. A record of all overtime hours worked will be available to unit members upon request. Unit members shall not unreasonably refuse requests for overtime. For purposes of this Article only, time worked includes times during which an employee is excused from work for holidays, sick leave, vacation, compensatory time off, or other paid leave of absence; overtime for an employee absent from work for other reasons shall be governed exclusively by the forty (40) hour requirement. In the event an employee is to receive compensatory time off, the scheduling of such time off must be

approved by appropriate District management. Compensatory time off must be taken no later than the end of the pay period following the pay period in which it was earned. If an employee is not allowed to take his/her compensatory time, he/she shall be paid therefore at the rate such time was earned. If, due to District operational needs, the time cannot be taken by the end of the required pay period, arrangements may be made for delayed scheduling of compensatory time off subject to mutual agreement between the employee and his/her supervisor. All hours actually assigned and worked on a sixth an/or seventh consecutive day following a five-day work week shall be compensated for at the applicable over time rate either in wages or compensatory time. All hours actually assigned and worked on a holiday as designated by this Agreement shall be compensated for at the applicable overtime rate either in wages or compensatory time in addition to holiday pay for which the employee may be eligible.

#### 8.4 Lunch Periods

Unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily unpaid lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the day. District management shall make every effort to avoid assigning work during the lunch break. Timing of the lunch break shall be within the discretion of District management but with due regard for current working conditions and commonly accepted hours of lunch. An employee required to work through lunch shall be entitled to either a rescheduled lunch period, early departure or late arrival, to be determined by mutual agreement of the employee and employee's supervisor, to make up for the lost lunch period. There shall not be a reduction of regular work hours due to rescheduling of lunch period.

#### 8.5 Rest Periods

Employees regularly scheduled to work six (6) to eight (8) hours per day shall be entitled to a paid fifteen (15) minute rest period during the first half of their workday and to a paid fifteen (15) minute rest period during the second half of their workday. Employees regularly scheduled to work four (4) or more hours daily, but less than six (6) shall be entitled to one fifteen (15) minute rest period during their day. District management shall determine the appropriate time for allowing such rest break. District management may, under extenuating circumstances, require an employee to work through his/her rest break. Any employee required to work through his/her break shall be entitled to a rescheduled break as soon as practicable following the originally scheduled rest period.

#### 8.6 Callback Pay

In the event an employee is called back to work following completion of his/her regular shift, said employee shall receive a minimum of two (2) hours pay at the applicable rate of pay.

#### 8.7 Minimum Call-In Time

In the event an employee is called in to work on a day when the employee is not otherwise regularly scheduled to work, said employee shall receive a minimum of three

(3) hours pay at the applicable rate of pay. In the event three (3) hours work is not available, the District reserves the right to assign said employee to at least three (3) hours work.

#### 8.8 Staff Development Days

Beginning with the 1999-2000 school year, eligible unit members shall receive an off-schedule payment, calculated at 96% of state reimbursement, for participation in one (1) voluntary staff development day pursuant to Education Code 44579. Eligible unit members shall attend for the length of each day's program. No paid leaves are available for such days.

## **ARTICLE 9: RECLASSIFICATION**

### **9.1 District Initiated**

The District retains the right in its sole judgment and discretion to classify and reclassify bargaining unit positions and revise job descriptions during the term of this agreement. In the event of such reclassification, or revision of job description, HBEA (Classified Unit) may within ten (10) working days of such classification or reclassification or revised job description request to meet and negotiate with the District concerning the salary range applicable to such classification or reclassification or revised job description. In the event an agreement is reached on such appropriate salary range within twenty (20) working days following receipt of the Association's request, any salary range adjustment shall be implemented retroactively to the first date that an incumbent bargaining unit member or members actually worked in such classification; in the event agreement is not reached within said twenty (20) days, the issue of retroactive salary range adjustment shall remain subject to the meeting and negotiating process. In the event the Association fails to timely request meeting and negotiating over the appropriate salary range, then the Association shall be deemed to have knowingly and specifically waived its right to meet and negotiate over the appropriate salary range for such classification or reclassification or revised job description until such time as the entire agreement has been properly reopened for salary negotiations.

### **9.2 Employee Initiated**

Employee request for reclassification will be considered between October 1 and October 15 by a two-person committee consisting of an Association officer and a District appointee. The committee's recommendations are subject to Governing Board approval. If the committee is unable to agree upon a recommendation, the employee's request may be considered during contractual salary negotiations. If the employee is reclassified, the employee may not submit another request for reclassification until three (3) years from the effective date of reclassification.

### **9.3 Downward Reclassification**

Incumbent employees whose reclassification calls for a downward adjustment shall, nonetheless, be Y-rate pending contractual salary negotiations between the District and Association.

**ARTICLE 10:           COMPENSATION FOR AN EMPLOYEE WORKING  
OUT OF CLASSIFICATION**

- 10.1   A unit member temporarily assigned to perform duties of a higher classification shall be compensated therefore at the nearest step applicable to the higher classification which results in at least a three percent (3%) increase provided that the employee is so assigned and performs the duties for six or more working days within a fifteen calendar day period. The application of such higher rate shall be retroactive to the first such working day within the fifteen-calendar day period.
- 10.2   A unit member temporarily assigned to work in a lower classification (other than pursuant to a demotion, a layoff, reduction in hours or appropriate disciplinary action) shall be paid at the regular rate of pay applicable to his/her regular classification.

## **ARTICLE 11:**

## **EVALUATION**

### 11.1 Evaluation Procedures

All bargaining unit members shall be evaluated by an administrator/supervisor at least once every year. Unit members shall not evaluate or participate in the evaluation of other unit members. Evaluation conferences shall be held in confidential non-student settings.

#### 11.1.1 Probationary Unit Members

Probationary unit members will be evaluated within thirty (30) days of initial employment and again within three (3) months of the date of employment.

A unit member who receives a promotion to a new classification will be evaluated as a probationary unit member in that assignment. This shall not be interpreted to affect a unit member's permanent status in the District.

#### 11.1.2 Permanent Unit Members

All permanent unit members will be evaluated using the formal District evaluation document annually, no later than June 30. Ongoing evaluation communications concerning performance appraisals are permissible at any time.

#### 11.1.3 Evaluation Document

A copy of the completed Classified Personnel Performance Evaluation Form, signed by the evaluatee and evaluator, shall be placed in the unit member's file at the District Office. By signing such document the employee does not necessarily indicate agreement with its contents.

### 11.2 The Review Process

11.2.1 A unit member who receives an overall unsatisfactory performance evaluation may request that the evaluation be reviewed. Such request must be made within seven (7) days of the date that the unit member receives the evaluation. The reviewer shall be the Superintendent or his/her designee.

11.2.2 The reviewer shall investigate and discuss the evaluation with both the unit member and the evaluator.

11.2.3 The reviewer shall attach a statement indicating "agreement" or "disagreement" with the evaluation. Copies will be sent to the unit member, the evaluator, and the Personnel Office.

11.2.4 If the reviewer disagrees with the evaluation, the evaluation shall be changed accordingly. A written statement shall be attached to the evaluation by the reviewer indicating the area(s) of disagreement.

11.2.5 The evaluation substance is specifically excluded from the contractual grievance procedure.

### 11.3 Right of Rebuttal

The unit member has the right to submit a written reaction to the evaluation within ten (10) days of receipt of such evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the unit member's personnel files.

### 11.4 Miscellaneous

11.4.1 For purposes of the formal evaluation, the District shall not utilize electrical or mechanical surveillance devices without first informing the unit member.

11.4.2 In the event of a negative assessment, the unit member shall take affirmative action to correct his/her noted deficiencies in response to management's written recommendations and offers of assistance.

### 11.5 Personnel Files

11.5.1 The official District personnel file of each employee shall be maintained at a single central location.

11.5.2 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection by the person involved. Each employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. Such materials is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.

11.5.3 Information of the derogatory nature, except material excluded under 11.5.2 of this article, shall not be entered or filed unless, and until, the employee is given ten (10) working days' notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review may take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

11.5.4 All personnel files shall be kept in confidence and shall be available for inspection on a need to know basis. The District shall keep a log indicating the persons who have examined the personnel file, as well as the date such examinations were made. The log shall be maintained in the employee's personnel file. Any person who places written materials in an employee's file shall sign and date such materials.

11.5.5 Subject to the above conditions, an authorized representative of the Association may accompany the employee in inspecting the employee's personnel file; or may

inspect personnel file provided he/she first presents a current written authorization to do so signed and dated by the employee. An appointment shall be scheduled for such review as soon as practicable.

In the event the employee or his/her authorized representative requests copies of non-confidential materials, the District may charge the actual copying costs to the employee.

## ARTICLE 12:

## LEAVES

### 12.1 Leave Provisions

The benefits which are expressly provided by this Article are the only guaranteed leave benefits which are a part of this collective Agreement.

### 12.2 Illness/Injury Leave

A full-time unit employee is entitled to one (1) day of illness or injury leave for each month of employment. Part-time permanent or probationary unit employees who work five (5) days a week but who are employed for less than a twelve (12) month period shall be entitled to that proportion of twelve (12) days illness or injury leave as the number of months the unit employee is employed bears to twelve (12).

Part-time unit employees who are employed for less than eight (8) hours per day are entitled to that proportion of illness/injury leave per month of employment as the number of hours employed per day bears to eight (8).

At the beginning of each fiscal year the full amount of sick leave granted under this Article shall be credited to each unit employee. However, a newly employed probationary unit employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month of completion of six (6) months of active service with the District.

If a unit employee does not take the full amount of accumulated illness/injury leave allowed in any one year under this Article, the amount not taken shall be accumulated from year to year.

Unit members who are absent from their duties on account of illness or accident shall, for a period not to exceed five (5) calendar months or less, be entitled to such salary differential as will be provided in the difference between the salary of the regular employee and a substitute. For non-industrial illness or injury, this provision shall begin to run and be counted concurrently with the eleventh (11), twelfth (12), or thirteenth (13) day of absence for ten (10), eleven (11), or twelve (12) month employees respectively. For industrial illness or injury, this provision shall begin with the first day of absence.

By October 20 of each year, the District shall provide each unit employee with a statement of accrued sick leave and vacation as of June 30 of the previous fiscal year and the entitlement for the current year.

If a permanent or probationary unit employee has an extended illness, he/she may use his/her accumulated vacation.

Subject to Education Code provisions, unit members new to the District may transfer unused accumulated sick leave from his or her previous district to this District. If an

employee leaves this District, the District will cooperate in providing a record of unused sick leave to the new employing district.

12.2.1 After all other leaves (personal necessity, personal leave, etc.) and vacation days have been used, full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of a child (including stepchildren, foster and adopted), parent, spouse or registered domestic partner. This entitlement shall be prorated for part-time unit members.

12.2.2 For extraordinary circumstances, the superintendent or designee, at his/her sole discretion, may extend the accrued and available sick leave authorized in 12.2.1.1 above, beyond six (6) days.

### 12.3 Catastrophic Sick Leave Donation Plan

12.3.1 A permanent unit member may donate up to two (2) days of sick leave per year, subject to the terms and provisions of this section. The donation shall be irrevocable. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under section 12.2 above.

12.3.2 Only a permanent employee who, as a result of a catastrophic illness or injury, as defined below, has exhausted all paid personal injury and illness leave entitlement, may draw from the leave bank. A catastrophic leave bank shall be established to which employees may donate leave, as provided herein. The total leave donated to the bank by all employees in any school year shall not exceed one hundred days. Leave in the bank shall accumulate from year to year, provided that no additional leave may be donated by any employee unless the balance in the leave bank is less than fifty (50) days. Only permanent employees who have elected to participate in the leave donation plan when donated days are solicited shall be eligible to draw from the bank.

12.3.3 A catastrophic injury or illness shall be defined as any injury or illness which for a period of not less than ninety (90) consecutive days, has caused an employee to be incapacitated from the performance of duty as an employee of the District, or is reasonably certain to result in such incapacity for ninety (90) consecutive days, based upon competent medical evidence.

12.3.4 An employee who qualifies for catastrophic injury or illness leave may not draw upon the leave bank until exhaustion of all paid illness and injury leave including the payments provided by section 12.2. above (substitute differential).

12.3.5 The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.

12.3.6 An employee who wishes to donate sick leave shall execute an authorization for the donation of sick leave and an assignment of the leave to the leave bank. No surrender and assignment shall be effective until approved by the Superintendent or his/her designee. The Superintendent shall have the final, unreviewable and sole discretion to approve or to disapprove a donation of sick leave. The decision of the Superintendent shall not be subject to the grievance procedure but may be reviewed by the District's Board of Education in accordance with the procedures set forth below.

12.3.7 An employee who has submitted a request to donate sick leave, and an employee who receives leave from the leave bank, shall each execute an agreement satisfactory to the District. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each employee agrees to indemnify and hold the District harmless from any claim, demands, or causes of action related to the donation.

12.3.8 No action taken by the District under this section shall be subject to the grievance procedure of this agreement. The District and the Association agree to establish a catastrophic leave advisory review panel. The panel shall be composed of four members, two of which are appointed by the District and two of which are appointed by the Association. An employee dissatisfied with any action taken or decision made by the District concerning the catastrophic leave plan herein provided may submit a request to the panel to review such action or decision. No request for review shall be considered by the panel unless the request for review is submitted not later than ten (10) days after the action or decision in questions

The panel shall have no jurisdiction to hear any request which is not submitted within the required time frame. The panel shall review timely matters which are submitted to it, without conducting a formal hearing. The panel shall prepare a written recommendation regarding the matters submitted to it. The recommendation shall be advisory only. The recommendation shall be submitted to the District's Board of Education for its final decision.

12.3.9 If any provision of this section is held to be unlawful, then the entire section shall be null and void.

12.3.10 This section supersedes any obligations of the District under Education Code section 44043.5.

#### 12.4 Leave for Pregnancy Disability

Unit members are entitled to use sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absences for other illness or medical disability. Such leave shall not be used for child-caring, or child rearing, but shall be limited to the disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the unit members duties are to be resumed, shall be determined by the unit member and the unit member's physician. The

District reserves the right to require a doctor's affidavit verifying the extent of the disability.

Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the unit member shall resume her duties shall be determined by the unit member and the unit member's physician. The District reserves the right to require a doctor's affidavit verifying the extent of the disability.

The unit member on leave for Pregnancy Disability shall be entitled to return to a comparable position held at the time the leave commenced.

#### 12.5 Leave Without Pay for Child Rearing

Leave without pay may be granted to a unit member for child rearing.

The unit member shall request unpaid leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

The duration of the child rearing leave shall be at the discretion of the District and shall be for no more than that period of time remaining in the school year in which such leave is granted. An extension of the leave may be granted upon request for no more than one (1) additional year.

The unit member is not entitled to use accrued sick leave or other paid leave for child rearing.

There shall not be a diminution of employment status for child rearing except that no person shall be entitled to compensation and increment advancement for child rearing nor shall the time taken on parental leave by probationary employees count toward credit for earning permanent status.

A unit member who is on leave for childbearing or child rearing and suffers a miscarriage or death of the child may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

Unit members on child rearing leave shall be permitted to participate in the District insurance programs by making the monthly premium payments directly to the District, except for that portion of the leave, if any, where the District contributes to such premiums under Family Medical and Care Leave.

#### 12.6 Industrial Accident and Illness Leave

Employees shall become eligible for the benefits provided in the section after completing sixty (60) working days of service. Unit employees who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible

for a maximum of sixty (60) working days paid leave in any one fiscal year for the same accident. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation.

When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury. An employee able to return to work shall be reinstated to his/her same or comparable position/classification without loss of seniority or benefits.

Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

When the sixty (60) day leave period has expired, and the employee is still disabled, the employee may then elect to take a portion of his/her accumulated sick leave benefits, vacation or compensatory time, which, when added to his/her temporary disability indemnity, will result in payment of no more than his/her full salary.

During this period of temporary disability (after the 60 day leave period has expired), as long as the employee has available for his/her use, sick leave, vacation, and/or compensatory time off, the District shall require that the temporary disability check be endorsed payable to the District. The District shall then cause the employee to receive his/her normal wage.

When such leave, vacation, compensatory time off or other applicable paid leave is used in conjunction with temporary disability benefits derived from Worker's Compensation, it shall be reduced only by that amount necessary to provide a full day's wages or salary when added to the temporary disability benefits.

The employee must remain in California while receiving benefits unless authorized by the Governing Board to travel outside the state.

When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list of a period of 39 months. When available during the 39 month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, he/she shall be listed in accordance with appropriate seniority regulations.

An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

If a unit employee suffers from an industrial accident or illness, when aware, the supervisor shall fill out an accident form at the time of the accident or within 24 hours regardless if the employee seeks medical attention or not. The completed form will then be sent to the administrator in charge. All industrial accidents or illnesses, regardless of how minor, shall be reported to the supervisor, by the unit member, as soon as possible.

Following exhaustion of paid leave for industrial accident or illness, the District may grant an unpaid leave for a period not to exceed one year. In such event the District will maintain the employee's "employee only" contribution to group medical insurance for the period up to one year provided the employee has been employed by the District three (3) years or more as of the beginning of such leave. Such employee may maintain dependent coverage at his/her own expense.

#### 12.7 Bereavement Leave

The District agrees to grant necessary leaves of absence with pay at the unit employee's regular rate not to exceed five (5) days on account of the death of any member of immediate family of a unit employee. Members of the immediate family shall mean the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandfather, grandfather-in-law, grandmother, grandmother-in-law, or any relative living in the immediate household of the unit employee. For the purpose of this Article, relatives by virtue of marriage and relatives by virtue of court action (adopted or foster relatives) shall be considered as natural or legal relatives.

Unit employees shall notify his/her supervisor prior to the start of their regular assignment to request a bereavement leave, whenever possible.

#### 12.8 Jury Duty

Unit members called for jury duty, or subpoenaed to appear in court, in any case other than one in which the employee is a litigant, shall be granted a leave of absence with pay. During this period the employee shall be paid the amount of the difference between his earnings and the amount received as a jury fee. A statement of the amount paid the employee as a jury fee shall be submitted as a basis for determining the District's financial responsibility.

As soon as the unit member is called for jury duty he/she shall report it to his/her immediate supervisor.

Not more than two percent (2%) of the staff shall be granted such leave with pay at any one time.

#### 12.9 Military Leave

A unit employee shall be entitled to military leave as provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Awarding of military leave will be allocated upon presentation of signed military orders requesting unit employee to report for duty.

## 12.10 Personal Necessity Leave

Unit members may elect to use up to nine (9) days leave of absence annually for matters for personal necessity. Such leave shall not be used merely for an extension of holidays, vacation, or for purely personal convenience, and shall be deducted from the employee's accumulated sick leave.

The applicant for such leave shall be required to state the reason for taking such leave.

Application for such leave must be submitted as far in advance as possible to the employee's immediate supervisor before taking such leave, except in case of emergency or as provided below. Unless approved by the Superintendent, or his/her designee, the leave shall be unpaid. No advance permission shall be required for leave taken for:

- Death or serious illness of a member of his/her immediate family.
- Accident involving his/her person or property or the person or property of a member of his/her immediate family.

Of the nine (9) days available, two (2) days of the personal necessity leave may be utilized by the unit member at his/her own discretion upon the following conditions:

- Such days shall be charged against the unit member's sick leave, and are subject to all of the conditions contained in this Article except as specified below. Such days may be used only for matters of personal necessity, as enumerated in District Guidelines.
- Employees shall submit a request for personal necessity leave approval to their immediate supervisor normally not less than two (2) working days prior to beginning the leave.
- There shall be no accumulation from year to year of such days.
- Supervisor retains the right to refuse the unit member's request on a certain day, if, in the opinion of the management, too many unit members select the same day. Generally, refusal under this paragraph will be based on the unit member(s) critical involvement in a scheduled activity, or based upon emergency.
- The unit member shall not be required to give reasons for the use of such days.
- Such leave shall not be used to withhold services from the district.

## 12.11 Miscellaneous Leaves of Absence

Leave of absence without pay and increment may be granted to an employee for up to one (1) year upon the written request of the employee.

Leaves of absence expire annually and must be requested and renewed in writing by April 15 for the coming school year, if practicable. If the request is for a leave of absence for illness, a doctor's certificate stating the need for such leave may be required.

The time of extended leaves of absence shall not be counted in computing the probationary period required for permanent status.

A unit employee returning from a voluntary unpaid leave of absence lasting more than thirty (30) consecutive working days shall have his/her anniversary date moved ahead by the amount of time spent in unpaid status.

Employees returning from leaves of absence will be returned to a similar position, insofar as is practicable.

**ARTICLE 13:****HOLIDAYS**

During the term of this Agreement, the District will observe the following paid holidays for eligible unit members:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- One-half (1/2) day before Christmas Day
- Christmas Day
- One-half (1/2) day before New Year's Day
- New Year's Day
- Martin Luther King Jr. Birthday (3<sup>rd</sup> Monday in January)
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Floating Holiday in-lieu of Admission Day

In order to be eligible for holiday pay, an employee must be in paid status either all the last regularly scheduled working day before or the next regularly scheduled working day following the holiday.

In the event a holiday occurs during an employee's vacation, the employee shall be entitled to an additional vacation day. This shall not be interpreted to apply to employees who receive pay in lieu of vacation.

When the holiday falls on a Saturday, the preceding Friday shall be the paid holiday. When the holiday falls on a Sunday, the following Monday shall be the paid holiday. If Christmas Eve and New Year's Eve fall on a weekend, the previous workday will be the observed holiday.

**ARTICLE 14: VACATION**

- 14.1 Vacation time will accrue from the first of the month nearest the date of hire. Unit members are not eligible to take vacation until satisfactory completion of probationary period or six (6) months, whichever is longer. Vacation credits accruing during that period shall not be deemed vested.
- 14.2 Effective July 1, 2002, eligible unit members accrue vacation as follows based upon continuous years of service.

| Continuous Years of Service | Vacation Days Per Year |
|-----------------------------|------------------------|
| 1 – 5                       | 12                     |
| 6                           | 13                     |
| 7                           | 14                     |
| 8                           | 15                     |
| 9                           | 16                     |
| 10                          | 17                     |
| 11                          | 18                     |
| 12                          | 19                     |
| 13                          | 20                     |
| 14+                         | 21                     |

These figures are for twelve (12) month employees; the accumulation rate shall be prorated for less than twelve (12) month employees. The pro rata vacation for hourly employees will be computed on the same basis as computed for monthly employees.

- 14.3 Employees shall either schedule vacation or be scheduled for vacation. Vacations shall be scheduled only with the approval of the employee’s immediate supervisor. Vacation requests will not be unreasonably denied.

The District Office may require hourly paid employees to take vacation during winter and spring breaks, or on a teacher instructional day when students are not in attendance.

- 14.4 If an employee is terminated and has taken vacation which has not yet been earned at the time of termination, the District shall be entitled to deduct from the employee’s final check the full amount of salary which was paid for such unearned days of vacation actually taken.
- 14.5 Upon separation from employment in the District, the employee shall be entitled to payment for all earned and unused vacation, except that employees who have not completed the longer of probationary period or six (6) months of employment shall not be entitled to such compensation. This paragraph shall not be interpreted to provide pro rata vacation pay for employees terminated for cause.
- 14.6 If the unit member is not permitted to take his/her full annual vacation during the year, the amount not taken shall be carried over to the following year only; no carryover of accumulation beyond one year shall be allowed. Accumulated vacation which remains unused beyond one year shall be paid at the employee’s then regular rate of pay; provided

however, that such pay will not be increased by a subsequently agreed upon retroactive salary adjustment.

- 14.7 If a unit member's vacation becomes due during an illness or injury leave, the unit member may request that the vacation date be changed to available vacation later, and the District shall grant such request; the actual rescheduled date remains subject to District approval.
- 14.8 A regular classified employee may request interruption or termination of his/her paid vacation for the purpose of commencing some other type of paid leave as granted under this Agreement. If, after an employee commences his/her vacation, he/she becomes ill or is injured and such illness or injury would have caused him/her to take sick leave had he/she actually been working, the employee may request that his/her vacation be interrupted or terminated and that he/she be placed on sick leave. A doctor's statement stating the nature of the illness or injury and the date the employee is able to return to work shall be submitted with a written request for leave. The Superintendent or his/her authorized representative shall notify the employee within three (3) working days from the date the request was received whether or not sick leave will be granted.
- 14.9 Vacation days will not be available during the first two or last two weeks of school.

**ARTICLE 15:****LAYOFF AND RE-EMPLOYMENT**

Layoff of bargaining unit employees and their re-employment rights shall be effectuated and governed by applicable provisions of the California Education Code. Layoff includes reduction in hours.

This clause satisfies the District's obligation to meet and negotiate over decisions to layoff/reduce hours. The Association reserves the right to request negotiations over the impact of such decision(s).

## **ARTICLE 16:**

## **SALARIES AND HEALTH AND WELFARE BENEFITS**

### 16.1 Salaries

16.1.1. For 2006-2007: 4% salary increase to all Classified Salary Schedules retroactive to July 1, 2006.

For 2007-2008: 3% salary increase to all Classified Salary Schedules retroactive to July 1, 2007.

16.1.2 Beginning with 1995/96, step and anniversary movement, if any shall not be automatic. Such movement shall be subject to the meeting and negotiating process.

16.1.3 Night Differential: A night differential of ten percent (10%) will be paid to full-time employees whose regularly scheduled shift begins at or after 11:00 a.m.

16.1.4 Mileage: Employees required to utilize their own vehicles for transportation between work sites or while on District business shall be reimbursed for mileage at the then current IRS rate. Employees must submit mileage claims on appropriate District forms. Mileage reimbursement does not apply to travel between home and work.

16.1.5 Longevity Stipend: Beginning with the tenth year of District service an employee shall be paid an additional \$500 annually. Beginning with the 15<sup>th</sup> year of District service and employee shall be paid an additional \$500 (\$1,000) annually; beginning with the 20<sup>th</sup> year of District service an employee shall be paid an additional \$500 (\$1,500 total) annually; beginning with the 25<sup>th</sup> year of District service an employee shall be paid an additional \$500 (\$2,000 total) annually; beginning with the 30<sup>th</sup> year of District service an employee shall be paid an additional \$500 (\$2,500 total) annually; beginning with the 35<sup>th</sup> year of District service an employee shall be paid an additional \$500 (\$3,000 total) annually; beginning with the 40<sup>th</sup> year of District service an employee shall be paid an additional \$500 (\$3,500 total) annually; beginning with the 45<sup>th</sup> year of District service an employee shall be paid an additional \$500 (\$4,000 total) annually; beginning with the 50<sup>th</sup> year of District service an employee shall be paid an additional \$500 (\$4,500 total) annually. Such amounts to be prorated for less than full-time employees.

16.1.6 Longevity Stipend: Effective July 1, 2005, full-time unit members shall be credited up to five (5) years of prior full-time (eight hours per day) public school service in the same classification toward longevity eligibility under 16.1.5 above. Approved verification must be supplied by the employee.

### 16.2 Health and Welfare Benefits

16.2.1 Effective with the October 2007, the District shall contribute up to \$5,500 annually (to be applied monthly or tenthly as carrier require) toward the payment

of premiums for eligible unit members and dependents for group health, dental and vision insurance. The amount shall be pro-rated appropriately for eligible part-time unit members. Employees regularly scheduled to work fewer than twenty (20) hours per week and not eligible for such plans or contribution.

- 16.2.2 Any differences between the cost of the unit member's plan or plans and \$5,500 shall be deducted from the unit member's salary warrant regardless of whether the difference currently exists or results from a future increase unless and until otherwise negotiated.
- 16.2.3 Unit members whose spouse's employer provides family coverage may enroll in the employee-only plan.

**ARTICLE 17:****SEPARABILITY AND SAVINGS**

- 17.1 If any provision or Article of this Agreement is held to be contrary to law by a court of competent jurisdiction inclusive of appeal, if any, or if compliance with or enforcement of any Article or provisions should be restrained by such tribunal pending a final determination as to its validity, then such provision or Article shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 17.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence upon request regarding matters related to such provision or Article.

**ARTICLE 18:****SAFETY**

- 18.1 Unit member shall not be required to work in unsafe conditions or to perform tasks which endanger their health or safety. In matters which are beyond the District's control, i.e., earthquake, fire, pestilence, flood, etc., unit members may be required to perform service until the students are dismissed or placed in the control of another authority.
- 18.1.1 Upon written notification the District shall assume the responsibility to investigate all conditions which are reported to be unsafe, hazardous, unhealthy or potentially dangerous. The Superintendent shall provide to the Association a report of its investigation with a timeline of remedies, if such are needed appropriate by the District.
- 18.2 Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent or designee, who shall, upon request report the incident to the police. The Superintendent shall comply with any request from the unit member for information the District can provide, as well as act as a liaison between the unit member, police and court.
- 18.3 The District shall form a safety committee comprised of two (2) members appointed by the District and two (2) members appointed by the Association. The committee shall meet at least once a month to review safety, health, and sanitation conditions. The committee shall make recommendations concerning such conditions.
- 18.4 Employees shall comply with the District's reasonable rules, regulations and directives designed to provide a safe and healthy workplace. Whenever the District directs the wearing and/or use of safety equipment or devices, the District shall be responsible for providing such equipment and/or devices.
- 18.5 The District shall be responsible for providing the appropriate tools as determined by the District to perform assigned work.

**ARTICLE 19: COMPLETION OF MEET AND NEGOTIATIONS**

The above agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with terms and conditions of employment heretofore enjoyed unless expressly stated herein.

All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code Section 3540, et. seq., in effect in the District prior to, and to the time this Agreement is signed, are null and void.

The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth fully and completely herein.

During the term of this Agreement, except as specifically provided herein, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 20:****TERM OF AGREEMENT AND REOPENER**

Except as otherwise specifically provided herein, the effective dates of this Agreement shall be July 1, 2004 through June 30, 2008 with no reopeners. Thereafter the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.

**ARTICLE 21:**

**PAYROLL DEDUCTION**

22.1 Any unit member who is a member of the Hermosa Beach Educators' Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the unit member each month. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

22.2 Any unit member who is not a member of the Hermosa Beach Educators' Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount determined to defray the costs of representing the member for collective negotiations as well as for other services permitted by law; in no event shall such amount exceed the amount of membership dues. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 21.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168, subdivision (b) and in the same manner as set forth in section 21.1 of this Article.

22.3 Any unit member who objects to joining or financially supporting employee organizations shall not be required to join or financially support the Hermosa Beach Educators' Association, CTA/NEA, as a condition of employment, except that such unit member 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, subdivision (c)(3) of Title 26 of the Internal Revenue Code:

22.3.1 Foundation to Assist California Teachers (F.A.C.T.)

22.3.2 Martin Luther King Scholarship

22.3.3 American Cancer Society

The payment of said funds shall be made on or before October 1 of each school year.

22.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenants of teachings object to joining or financially supporting employee organizations, pursuant to section 21.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 21.1 and 21.2 above. Proof of payment shall be in the form of receipts and/or canceled 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 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

- 22.5 Any unit member making payments as set forth in sections 21.3 and 21.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 22.6 With respect to all sums deducted by the District pursuant to sections 21.1 and 21.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom 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.
- 22.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 21.3 of this Article.
- 22.8 Hermosa Beach Educators' Association/CTA agrees to pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation.
- 22.9 Hermosa Beach Educators' Association/CTA shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried or appealed.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed on the Day indicated below.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

HERMOSA BEACH CITY SCHOOL DISTRICT

HERMOSA BEACH EDUCATORS  
ASSOCIATION, CTA/NEA  
(CLASSIFIED UNIT)

BY: \_\_\_\_\_  
Superintendent

BY: \_\_\_\_\_  
President