

# Agreement

Between the

## California School Employees Association Chapter 443



And the

## Grossmont Union High School District

[www.guhsd.net](http://www.guhsd.net)

Classified Bargaining  
Units I & II

July 1, 2021 - June 30, 2024

## TABLE OF CONTENTS

Preamble	1
Article 1 Recognition	2
Article 2 Definitions	3
Article 3 Association Rights	7
Article 4 Union Stewards	10
Article 5 District Rights	11
Article 6 Grievances	12
Article 7 Personnel Files	15
Article 8 Hours and Overtime	16
Article 9 Evaluation Procedures	21
Article 10 Unit Vacancies and Promotions	23
Article 11 Transfers	24
Article 12 Layoff and Reemployment	26
Article 13 Pay and Allowances	30
Article 14 Employee Expenses and Materials	32
Article 15 Transportation Department Procedures	34
Article 16 Safety	39
Article 17 Classification and Salary Reviews	43
Article 18 Professional Advancement Incentive/Growth Program	45
Article 19 Staff Development	46
Article 20 Leaves	47
Article 21 Health and Welfare Benefits	56
Article 22 Holidays	60
Article 23 Vacations	61
Article 24 Volunteers	63
Article 25 Savings Provision	64
Article 26 Ratification of Additions or Changes	65
Article 27 Nondiscrimination	66
Article 28 Support of Agreement	67
Article 29 Effect of Agreement	68
Article 30 Statutory Changes	69
Article 31 Reopening of Agreement	70
Article 32 Terms of Agreement	71

## **APPENDICES**

Appendix A - Salary Schedules for Units I & II

Appendix B - Job Titles/Range and Job Family Chart

Appendix C - Evaluation Form

Appendix D - Vacation and Leave Request

Appendix E - Donation of Sick/Vacation Leave

Appendix F - Grievance Form

Appendix G - Notification of Personal Physician

Appendix H - Professional Growth Form

Appendix I - Transportation Dept. Uniform Procedures

Appendix J - Food Services Uniforms

Appendix K - Request for Volunteer Services

Appendix L - Side Letters of Agreement

Appendix M - Benefits

## **PREAMBLE**

This Agreement is made and entered into this FIRST day of July 1, 2021 by and between GROSSMONT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the DISTRICT or EMPLOYER and the California School Employees Association and its GROSSMONT CHAPTER #443, or its successors, hereinafter referred to as the CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

///

## **ARTICLE 1 – RECOGNITION**

### **Section 1. Acknowledgement**

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all regular classified employees holding those positions described in Appendix A attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully are designated certificated, management, supervisory, confidential, and Bargaining Unit III, shall be assigned to the bargaining unit. The District's designation of management, supervisory, and confidential positions shall be made only after consultation between the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of the Public Employment Relations Board.

### **Section 2. Scope of Representation**

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as specified in Section 3543.2 of the Rodda Act. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any Agreement arrived at through consultation is reduced to writing and embodied in this Agreement or addendum to this Agreement, the provisions shall be binding on all parties.

///

## ARTICLE 2 - DEFINITIONS

**Academic Year** is the period from September through June, or when students are normally required to be in attendance, and includes all recess periods falling within that time span.

**Allocation** is the placement of a class on a specific salary schedule range.

**Anniversary Date** is the date upon which an employee is granted a salary step advancement upon completion of a required period of service.

**Bargaining Unit Seniority** is based on hire date in a class or classes included in the bargaining unit.

**Bumping Right** is the right of an employee, under certain conditions, to displace an employee with less seniority in a class regardless of range/salary adjustment over the years.

**Catastrophic Illness or Injury** is an injury or illness that is expected to incapacitate the unit member or member of his/her family for an extended time and which causes the unit member to exhaust all fully paid sick leave. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined. For an employee to be eligible for the catastrophic leave program, they must produce medical verification of illness or injury.

**Class** is any group of positions (classifications) within a job occupations family which have common characteristics. Refer to Job Family Chart, Appendix B.

**Class Description** is the description of the duties, responsibilities, qualifications, and authority of positions in a class.

**Classification** is a position within a class which has a designated title, specific duties, responsibilities, and qualifications, and which has a designated salary range established for each position within a class.

**Demotion** is a change in assignment of a unit member from a position in one class to a position in another class that is allocated to a lower maximum salary rate.

**Differential** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.

**Fiscal Year** is July 1 through June 30.

**Harassment** is to trouble persistently from or as if from all sides; to disturb by repeated attacks or to make a surprise attack.

**Hazardous** means an unusual or special circumstance involving a high level of physical risk as determined by a District administrator.

**Health and Welfare Benefits** means insurance benefit programs such as medical, hospitalization, surgical, prescription drug, dental, vision, mental health, life, disability, income protection insurance, or annuity programs.

**Hire Date Seniority** is calculated on the basis of the date a unit member is appointed to a regular classified position within a job class.

**Incumbent** is an employee assigned to a position and who is currently serving in the position.

**Industrial Accident or Illness** is an injury or illness arising out of or in the course of employment with the District.

**Involuntary Demotion** is a demotion without the employee's written consent.

**Leave and Transfers Policies** refers to any article in the Agreement relating to leaves, transfers, sick leaves, industrial accident or illness leaves, and holidays.

**Nepotism** related by blood or marriage-mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild of either employee or spouse of employee, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or any relative (natural or adopted) living in the household of employee as defined in Ed Code 44985 & 45194. (See Article 16.)

**Notice** whenever notice is required under this Agreement and no form of notice is otherwise designated, it shall be accomplished by personal delivery to the office of the Superintendent or written notice by first class mail to the office of the Superintendent; and notice to the CSEA shall be written notice personally delivered to the president of the chapter or first class mail notice directed to P. O. Box 1043, La Mesa, CA 91944-1043.

**On Call** Time is defined as time that occurs when an employee is requested to remain available to perform work or be contacted through an electronic device for a set period of time and shall remain ready to provide service outside of traditional work hours and locations.

**Permanent Employee** is a regular employee who has successfully completed the required probationary period. (See Article 9.)

**Probationary Employee** is a regular employee who is serving a probationary period in his/her classification. (See Article 9.)

**Promotion** is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher salary rate.

**Qualification Guidelines** are qualifications that are deemed desirable in candidates seeking appointment to regular classified positions.

**Rate, Base Pay** is step pay only, excludes shift differential, and longevity. Rate, Regular Pay is step pay plus shift differentials and longevity.

**Reallocation** is movement of an entire class from one salary range or rate to another salary range or rate.

**Reclassification** is the upgrading of a position to a higher classification as a result of the gradual increase in the level of duties being performed by the incumbent.

**Reemployment** is the return to duty of a former employee within thirty-nine (39) months following departure from the District.

**Reemployment List** is a list of names of unit members who have been laid off for lack of work or lack of funds, exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment. Individuals who take a demotion in-lieu of layoff for lack of work or lack of funds will be placed on the reemployment list for an additional twenty-four (24) months for a total of sixty-three (63) months.

**Regular Employee** is an employee, whether permanent, probationary, full-time or part-time, who is not a restricted, substitute, short-term, student, or temporary employee.

**Restricted Employee** is an employee hired pursuant to any local, state, or federally funded program that restricts employment to persons in low income groups, designated impoverished areas, or any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.

**Safety Conditions of Employment** pertains to work-related conditions affecting the health, safety, or welfare of the employee.

**Salary Rate** is a specific amount of money paid for a specific period of service.

**Salary Schedule** is a series of salary steps and ranges that comprise the rates of pay for all classes.

**Salary Step** is one of the salary levels within the range of rates for a class.

**School Year and Fiscal Year** is July 1 through June 30.

**Seniority in Class** is secured on the basis of hire date into a specific class.

**Sexual Harassment** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

**Short-Term Employee** is a person hired for a specific temporary project of limited duration which, when completed, shall no longer require the person hired.

**Student Employee** is an employee employed by the District who is also a full-time student enrolled in the District. The hiring of student employees shall not result in the displacement of classified personnel.

**Substitute Employee** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

**Summer School** is that period when schools are in session between June and September, which falls outside the academic year.

**Transfer** is a change of an employee from one site to another site and generally not involving a change in classification.

**Uniforms** are clothing of a particular color, design, pattern, or style that the District requires unit members to wear when on duty.

**Voluntary Demotion** is a demotion agreed to in writing by the employee and the District.

**Working Hours** are all hours in paid status.

**Y-Rating** is a salary step, range, and/or rate placement which is different from that to which the employee would otherwise be entitled.

///

## **ARTICLE 3 - ASSOCIATION RIGHTS**

### **Section 1. Union Business**

All CSEA business, discussions, and activities will be conducted by unit members or CSEA officials outside established work hours, except when an authorized CSEA representative obtains permission from the Superintendent or site administrator/designee. The CSEA will verify that such requested activities and use of facilities will not interfere with the right of employees to refrain from listening to or speaking with a CSEA representative.

### **Section 2. Posting/Distribution Procedures**

The CSEA may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:

- a. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with written authorization from the CSEA chapter president.
- b. A copy of such posting or distributions must be delivered to the Superintendent or designee(s) at least twenty-four (24) hours prior to the posting or distribution.
- c. The CSEA will not post or distribute information which is derogatory or defamatory of the District or its personnel.

### **Section 3. Release Time**

The CSEA shall designate no more than seven (7) representatives for release time to participate in official meetings and negotiating sessions. The CSEA may appoint alternate representatives who may participate in meeting and negotiating sessions during the absence of regular regular appointees.

The District shall grant paid release time, not to exceed five (5) days each, for up to eight (8) CSEA-appointed delegates to attend the annual state conference of the CSEA. The CSEA shall provide the names of delegates to the Human Resources/Classified Department at least thirty (30) calendar days prior to the conference date.

The President of the local chapter of the CSEA, elected officers, and negotiators shall be allowed to receive phone calls and messages at his/her work station during regular working hours, and the District will provide internet access and the use of computer e-mail and other relevant technology to correspond with the District, CSEA stewards, and other classified employees. Both the District and the CSEA will work together in a joint effort to ensure that CSEA business during regular work hours is kept within reasonable limits.

### **Section 4. Dues/Representation Fees**

- a. CSEA certifies that it has and will maintain individual employee authorizations for union dues

deductions.

- b. New Employees: All unit members new to the District, shall be given CSEA Membership applications and the opportunity to become a dues paying member. Within 10 days, CSEA will be given the name and contact number of each new employee when they accept a CSEA bargaining unit position. CSEA shall provide written notification to the District within 10 days of any employee who is a member of CSEA, or who has applied for the membership, and who has authorized deduction of CSEA membership dues. Upon notice from CSEA, the District agrees to deduct union dues from the employee's pay.
- c. Effective July 1, 2000, any employee who leaves his/ her bargaining unit position, and subsequently returns in any capacity, shall be considered a "new employee" pursuant to Article 3, section 4, paragraph "b."
- d. The CSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, legal fees, or other actions or costs arising from, or relating to, any provision contained in the article.
- e. All membership dues shall be forwarded to the CSEA. The District shall not be obligated to put into effect any new or changed deduction until the next pay period commencing twenty (20) days or more following written notification by the CSEA to the District Payroll Department.

#### **Section 5. Recording/Monitoring**

The District and unit members shall not engage in any tape/video recordings of bargaining unit members meeting or employee conferences without prior notice and agreement of all parties in attendance. Surveillance cameras at District site locations exist for security purposes only and are not intended to be used for employee discipline. No District site will install video cameras for the purpose of monitoring employee actions in order to enact discipline. If a surveillance camera records an employee in the commission of a crime, the District may use that video evidence in disciplinary proceedings.

#### **Section 6. Global Positioning System (GPS)**

Global Positioning System (GPS) technology is utilized on District school buses and fleet vehicles. The primary purpose of GPS technology on District school buses and fleet vehicles is to monitor location of the vehicles and to ensure the safety of students and drivers in the event of accidents or emergencies. GPS technology is not intended for employee surveillance or targeting of employees. Bargaining unit members shall not engage in GPS monitoring for the primary purpose of employee surveillance or targeting.

The District will not utilize GPS technology to engage in surveillance of CSEA bargaining unit members and will adhere to applicable laws with regard to the GPS and other related technology.

The GPS system or other surveillance equipment will not be used to replace, supplant, or circumvent the supervisory or managerial responsibilities associated with employee supervision.

The District will not utilize the information generated by the GPS system as a means to make accusations absent proper investigation or absent meeting proper investigatory standards.

The Human Resources Department will oversee and will investigate any concerns raised regarding the GPS system, proper discipline standards, or other work environment safety concerns.

**Section 7. New Employee Orientation Meetings**

The Chapter President or designee shall have the right to attend all new employee orientation meetings.

///

#### **ARTICLE 4 - UNION STEWARDS**

The District recognizes the need and affirms the right of the CSEA to designate union stewards from among persons in the Association. It is agreed that the CSEA union stewards are designated for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

The CSEA shall notify the District in writing of the names of appointed union stewards. If a change is made, the District shall be advised in writing.

The following shall be understood to constitute the duties and responsibilities of union stewards: After notifying the immediate supervisor at least four (4) hours in advance, a union steward shall be permitted to leave the normal work area during reasonable times in order to assist in an investigation, preparation, writing, and presentation of grievances. In the event of a serious problem, the union steward's supervisor may grant immediate release time. Release time for gathering information or interviewing witnesses shall be limited to twenty (20) hours per union steward per year. This does not include time spent participating in actual grievance representation at all levels of the grievance procedures pursuant to Article 6.

The union steward shall advise the grievant's supervisor of his/her presence. The union steward is permitted to discuss problems with unit members immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure. A union steward shall be granted additional release time with pay to accompany a CAL-OSHA representative conducting an on-site, walk-around safety inspection of any area, department, division, or other subdivision for which the union steward has responsibility. Union stewards shall have the authority to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement. Union stewards shall be entitled to seek and obtain assistance from the CSEA staff personnel for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, terms, and conditions of employment covered by this Agreement.

///

## **ARTICLE 5 - 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. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; lawfully contract out work, providing it does not displace employees in the bargaining units; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, 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 are expressly excluded from the provisions of Article 6, Grievances.

The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as any act of God.

///

## ARTICLE 6 - GRIEVANCE

### **DEFINITIONS**

**Grievance** - a grievance means a claim by an employee, employees, or the CSEA that the terms of this contract have been violated, or that a question concerning the proper application or interpretation of this Agreement has been raised. Such alleged violation of this Agreement must personally or adversely affect the CSEA or a member or members of the unit. Issues arising out of the exercise by the District of its responsibilities under Article 5, District Rights, of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

**Grievant** - a member of the unit, group of members, or the CSEA asserting a grievance.

**A Party in Interest** - any persons who might be required to take action or against whom action might be taken in order to resolve the claim.

**Day** - a day is any day in which the District administrative offices are open for business.

**Representatives** - a representative is a member of the unit, administrator, CSEA representative, or legal counsel representing any party in interest at his/her election.

**CSEA** - means the California School Employees Association or designee thereof.

**Individual Grievances** - any grievant may at any time present grievances to the District and have such grievances adjusted without the intervention of the CSEA as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this Agreement and provided that the District shall not agree to a final resolution of the grievance until the CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

**General Provisions** - since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by written mutual consent.

The parties in interest agree to make available to each other all pertinent nonconfidential information, not privileged under the law or Governing Board Policies, in their possession or control which is relevant to the issues raised in the grievance. Copies of all pertinent, nonconfidential written opinions and decisions shall be made available to the grievant.

No grievance shall be valid unless it shall have been presented at the appropriate level within fifteen (15) working days after the grievant reasonably should have known of the act or condition and its aggrieving nature that formed the basis of the grievance, and if not so presented, the grievance will be considered as waived.

A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified; if a decision is not given to the grievant within the time limit, the appeal may

be taken to the next level.

No party in interest shall take reprisals against any member of the unit, party in interest, CSEA representative, management person, or any other participant in the grievance procedure by reason of such participation.

Any records pertaining to a grievance shall be kept in a grievance file separate from the grievant's official District personnel file.

**Informal Level I** - Before filing a formal written grievance, the unit member shall attempt resolution of the problem through an informal conference with the immediate supervisor.

**Formal Level I** - If not satisfied with the decision at the informal level, the grievant must prepare and submit the grievance in writing on the appropriate form to the immediate supervisor within ten (10) working days of the decision at the informal level.

This statement shall be a clear, concise presentation of the grievance, the circumstances involved, the decision rendered at the informal conference level, the specific article, section, and lines allegedly violated, and the specific remedy sought.

The supervisor or designee shall communicate a decision to the unit member in writing not more than ten (10) working days after receiving the grievance. If the supervisor does not respond within this time limit, the grievant may appeal to the next level.

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

**Level II** - In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the principal or division head within ten (10) working days.

This appeal shall include a copy of the original grievance, the decision rendered, and a clear and concise statement of the reasons for the appeal.

The principal or division head shall communicate a decision within ten (10) working days after receiving the appeal. Either the grievant or the principal or division head may request a personal conference within the above time limits. If the principal or division head does not respond within the time limits, the grievant may appeal to the next level.

**Level III** - If not satisfied with the decision at Level II, the grievant may, within ten (10) working days, submit an appeal in writing to the Superintendent or designee.

The Superintendent or designee shall, within fifteen (15) working days, meet with the grievant before rendering a decision on the issue or issues submitted on appeal.

**Level IV** - If the grievant is not satisfied with the disposition of the grievance at Level III, or the time limits expire without the issuance of the Superintendent's/designee's written reply, the grievant may submit the grievance to the CSEA which shall, within thirty (30) working days following the Superintendent/designee decision, determine whether the matter may go to Level IV. If Level IV action

is sought, the parties shall request a list of arbitrators from the California State Conciliation Service.

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator's fees shall be paid by the losing party. If any party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the District and the CSEA. An arbitrator shall be selected by the following procedure: A representative of the CSEA and the District's representative shall select the arbitrator from the California State Conciliation Service list by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within five (5) working days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively during the current school year. The odd-numbered grievances will give the CSEA first elimination and even-numbered grievances, the District first elimination.

Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the Agreement. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations, and procedures of the District. Witnesses will be assured that testimony shall be kept confidential.

Within thirty (30) working days after conclusion of the hearings, the arbitrator shall render a binding decision in writing to the parties in interest.

**Release Time for Grievance Processing** - Release time shall be granted to the CSEA for the processing of grievances.

///

## **ARTICLE 7 - PERSONNEL FILES**

The personnel file of each unit member shall be maintained in the Classified Human Resources Department. Documentation/written materials which are not contained in a unit member's personnel file may not be used for adverse action against the unit member. The District intends that all investigations of misconduct are conducted thoroughly and objectively. The Human Resources Department will oversee proper implementation of objective due process standards.

Unit members shall be provided with copies of derogatory written materials, including evaluations with an overall below satisfactory rating, at least ten (10) workdays prior to the materials being placed in the personnel file. If requested by a unit member, release time of up to two (2) hours, as reasonably defined by the Classified Director of Human Resources, shall be granted for the purpose of visiting the Human Resources Department to prepare written responses to derogatory materials contained within the personnel file. In lieu of the two (2) hours of release time the Director of Human Resources may grant up to two (2) hours of additional paid time at the unit member's regular rate of pay to visit the Human Resources Department to prepare written responses to derogatory materials contained within the personnel file. These written responses shall be attached to the derogatory materials and made a part of the permanent personnel file.

All personnel files shall be confidential and be available for inspection only by District Administration when actually necessary in the proper administration of the District's affairs or the supervision of unit members. A record of the names of persons and dates when a personnel file is reviewed shall be maintained in each unit member's file. Upon written authorization by a unit member, a Union representative or other designated person shall have access to a unit member's personnel file during normal Human Resources Department working hours.

A unit member shall have the right to examine and/or obtain copies of any material from his/her personnel file, with the exception of material that includes ratings, reports, or records prior to the employment of the unit member by the District.

Derogatory materials in a personnel file may not be used in a disciplinary proceeding if they are more than two (2) years old at the time the notice of proposed disciplinary action was mailed to the unit member. A unit member may at any time request the Director of Human Resources to remove specific derogatory materials from the personnel file.

///

## **ARTICLE 8 - HOURS AND OVERTIME**

### **Section 1. Hours of Employment**

The basic workweek shall consist of five (5) consecutive days of eight (8) hours per day. However, with the approval of the majority of unit members involved, the District may establish a four (4) consecutive day, ten (10) hours per day workweek. Based upon the needs of the District and the desires of its classified employees, the District may establish a nine hour per day (9), eighty hour bi-weekly (80) work schedule for some positions or classes of positions. In addition, the District reserves the right to designate certain positions as being less than eight (8) hours per day and forty (40) hours per week. Prior to a temporary (four (4) calendar weeks or less) workweek change, unit members shall be given seven (7) calendar days advance notice. The District shall notify unit members ninety (90) days in advance of any permanent change in the workweek.

The starting time of a unit member's work shift shall not be altered within their workweek, except with the mutual agreement of the unit member and the supervisor, or under critical circumstances as declared by the Superintendent. Unit members will be notified at least fifteen (15) calendar days in advance of any permanent changes in starting times.

Whenever the District initiates the transfer or alters the starting time of a unit members work shift, the District will, in writing, inform CSEA and the bargaining unit member. The critical circumstances will be communicated to CSEA.

### **Section 2. Hours Worked**

For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be construed as hours worked.

### **Section 3. Adjustment of Assigned Time**

Any unit member who works a minimum of fifteen (15) minutes per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

### **Section 4. Lunch Periods**

All unit members working four (4) or more hours per day shall be entitled to a minimum of thirty (30) minutes duty-free lunch period. Lunch periods, insofar as practical, shall be scheduled at the midpoint of the workday. With the agreement of the Supervisor and the bargaining unit member the lunch and/or rest periods may be taken at the end of the work day.

### **Section 5. Rest Periods**

All eight (8) hour unit members shall be granted two (2) rest periods of fifteen (15) minutes each. All seven (7) hour unit members shall receive a fifteen (15) minute and a ten (10) minute rest

period each workday. All four (4) to six (6) hour unit members shall receive a fifteen (15) minute rest period. Three (3) hour unit members shall receive a ten (10) minute rest period. One (1) rest period of a total of thirty (30) minutes on evening or special work shifts may be scheduled with the approval of the unit member and supervisor.

### **Section 6. Rest Facilities**

The District shall, to the extent required by law, provide at each work site adequate rest facilities. The District, including all sites, shall be designated as smoke free.

### **Section 7. Voting Rights**

If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is registered to vote, the District shall arrange sufficient release time for voting by the unit member without loss of pay.

### **Section 8. Overtime Pay**

All overtime hours, whether permitted or suffered, shall be compensated at a rate of pay equal to time and one-half (1.5) the unit member's regular rate of pay. Overtime is defined to include any time worked in excess of eight (8) hours on any workday or in excess of forty (40) hours in any workweek. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at a rate of pay equal to time and one-half (1.5) the unit member's regular rate of pay, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

### **Section 9. Differential Pay**

- a. Night-Shift Differential. Unit members permanently assigned to work at least four (4) days per week in shifts requiring at least three (3) hours of service after six (6) p.m. shall receive an additional five percent (5%) in wages. Unit members permanently assigned to shifts involving four (4) or more hours between twelve (12) midnight and eight (8) a.m. shall receive an additional seven and one-half percent (7.5%) in wages.
- b. Split-Shift Differential. Unit members assigned to work at least four (4) days per week in shifts which include one and one-half (1.5) hours or more of unpaid time, exclusive of the lunch hour, shall receive an additional six percent (6%) in wages.
- c. Hazardous Work Differential. Unit members assigned to perform work for a period of four (4) hours or more, under District-declared hazardous working conditions, shall receive an additional ten percent (10%) in wages.

### **Section 10. Compensatory Time Off**

Unit members shall have the option to elect compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5)

working days following the day the overtime was worked. Effective July 1, 1993, unit members may not accrue more than twenty-four (24) hours of compensatory time off.

Compensatory time off shall be granted on the basis of one and one-half (1.5) hours off work for each hour of overtime served and shall be taken by November 30 after the academic year in which the compensatory time was accrued. If the compensatory time has not been taken during this period, the unit member shall be paid for all such time at the appropriate overtime rate. The District shall create a standardized system for all school/work-sites to maintain records of compensatory time earned.

The District shall train management on employee rights and monitor compliance with these compensation time provisions to choose overtime pay in lieu of compensatory time off and enforce the maximum accrual of twenty four (24) hours for compensatory time off. The District shall monitor compliance of compensatory time off provisions as it pertains to maximum accrual rate. In the event compensatory time is not used by November 30th, a bargaining unit member shall be paid out for time accrued within the prior year, unless the bargaining unit member elects to roll over up to twenty-four (24) hours.

#### **Section 11. Assignment of Overtime**

Supervisors shall attempt to equally distribute overtime among unit members within each skill area or department.

#### **Section 12. Minimum Call-In Time**

Any unit member called in to work on a day when they are not scheduled to work shall receive a minimum of four (4) hours pay at the overtime rate.

#### **Section 13. Call-Back Time**

Any unit member called back to work after completion of their regular assignment shall receive at least two (2) hours of compensation at the overtime rate, irrespective of the actual hours worked.

#### **Section 14. Standby Time**

All authorized standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. Bus drivers and bus attendants shall remain on paid status during layovers of thirty (30) minutes or less.

#### **Section 15. On Call Time**

When an employee is requested to remain available to perform work through an electronic device for a set period of time and must remain ready to provide service outside of contractual work hours, that employee shall receive at least four (4) hours of compensation. In the event that the employee is called in to perform work, that employee shall be paid in accordance with Article 8, in

addition to the established on call compensation. The employee must remain in an area where the electronic devices are able to receive transmissions while the employee is "on call." Weekend and Holiday on call compensation will be paid in accordance with Article 8, Section 18.

**Section 16. "Less Than 12 Month" Employees**

Within two (2) weeks of ratification of the school calendar, employees whose work schedules are "less than 12 months" will be notified of the start and end dates of the subsequent work year for proper planning of their entitlement to time off in between work years. No "less than 12 month" employees will be required to perform service between the end of one work year and the beginning of the next work year.

Employees with eleven (11) month assignments, in conjunction with their supervisor, shall select twenty-one (21) consecutive days in July and August. This shall serve as the time in which the employee is not contracted for services with the District prior to the start of the next contract year.

Employees will not be required to provide service during the established time off period. In the event an employee and a supervisor cannot agree on twenty-one (21) consecutive days off, the following time off period will be established: the twenty-one (21) consecutive days will begin on the day following the first work day of July. Eleven (11) month employees who work one day in each month shall have the option to receive eleven (11) or twelve (12) paychecks. Additionally, the parties recognize that certain circumstances arise whereby it is in the best interest of both the employee and District for the employee to select twenty-one (21) days that are not consecutive, in the months of July and/or August. In such a case, if the employee and supervisor agree on the alternative schedule, it shall be presented to the District and CSEA for approval. If approval is granted, the employee may work the alternative schedule.

**Section 17. Summer School Assignments**

Job classifications created for summer school shall first be offered to bargaining unit employees serving in those classifications. When summer school assignments of bargaining unit members in their classification at their sites are being arranged, the District shall consider site seniority within classification as the sole factor in making the assignment. When a unit member has been administratively transferred, they may transfer their site seniority from the previous site. For positions involving unit members working in a classification different from their assignment in the academic year, the District shall consider seniority as one of the factors along with merit and fitness in selecting personnel.

A unit member who accepts a summer school assignment in the same job classification shall receive their regular rate of pay for all summer work performed. All hours assigned to a unit member for a summer school assignment shall be considered "hours in paid status" for the purpose of counting

length of service for probation; only if the assignment is in their regularly assigned job classification at his or her regularly assigned site and with their regularly assigned administration.

**Section 18. Sunday/Holiday Pay**

Any full time unit member requested to work a district holiday or Sunday, shall receive their regular pay as well as time and a half.

///

## **ARTICLE 9 - EVALUATION PROCEDURES**

### **Section 1. Purpose**

The evaluation process is the careful, systematic appraisal of a unit member's work performance through the use of Performance Evaluation Reports which provide a basis for employee counseling and assistance and promote greater work efficiency. The evaluations also constitute the front line of action for the refinement of the classification process and related duties analysis.

### **Section 2. Frequency**

- a. Performance evaluations for probationary unit members shall be conducted at or near the end of the second (2nd) and fourth (4th) months of employment and submitted to the Classified Human Resources Department. The probationary period shall be six (6) calendar months of service following initial hire or promotion. No probationary release will be valid unless reviewed and authorized by the Associate Administrator of Human Resources or the Director of Classified Personnel.
- b. Permanent unit members shall be evaluated once every other year, but no later than June 30, of the year. Special evaluations of permanent or probationary unit members may be conducted with the approval of the Director, Human Resources.

### **Section 3. Evaluators**

The identity of the evaluator should be made known to the employee as soon as practicable. The Classified Human Resources Department shall train management/supervision on employee rights pertaining to this article. Permanent unit members shall be evaluated by their supervisors as directed by the Classified Human Resources Department. Supervisors shall not use any "self-evaluation" program with unit members as part of the annual evaluation process. Bargaining unit members shall not attend the evaluation conference of another bargaining unit member. Performance evaluations shall be handled in a confidential manner.

All ratings on evaluation forms will be those of the supervisor and shall be based on factual information and shall not be placed in a personnel file until the unit member has had the opportunity to discuss the ratings with the evaluator. Evaluations shall not be performed by counselors, members of the certificated bargaining unit, or interns who do not possess full administrative credentials. All ratings of "not satisfactory" or "needs improvement" shall include recommendations to rectify the described problem(s).

### **Section 4. Evaluation Form**

Agreed upon evaluation forms for each classification shall be generated by the Human Resources Department and shall be distributed to the appropriate supervisors and administrators. The forms issued by the Human Resources Department shall be the sole forms used for evaluation.

The evaluation form is a tool for the employee and the District. The form shall list the goals for

the position, areas for review specific to each classification, general areas of review applicable to all classifications, and have a defined area for input by the employee. The form shall have a defined area for listing additional or different duties being performed by the employee.

Alterations to the evaluation process and/or forms are subject to the collective bargaining process. A generic form will be included as Appendix C. Appendix C will also contain negotiated instructions for completing the form. All forms must be prepared properly in accordance with the instructions.

**Section 5. Evaluation Conference**

The evaluator shall meet with the employee to discuss the contents of the evaluation before the evaluation is forwarded to the Classified Human Resources Department. All probationary, annual, and special performance evaluations, and related documents, shall be signed and dated by unit members as acknowledgment of their receipt only and does not denote agreement with its contents.

**Section 6. Review by Human Resources**

The Human Resources Department shall review each evaluation to determine whether any additional or different duties not listed in the job description are reported in the applicable section. Any additional or different duties will be reviewed by Human Resources. Inconsistent duties will either be removed, reassigned, or the District will propose a reclassification to be to be negotiated with CSEA. No job description will be changed or permanent range change implemented without lawful negotiation.

///

## **ARTICLE 10 - UNIT VACANCIES AND PROMOTIONS**

### **Section 1. Posting Procedure**

Any employee requesting to be considered for a lateral transfer will be granted consideration prior to posting. All regular District-declared unit job vacancies shall be posted at one or more prime locations for at least ten (10) workdays. Unit members who desire to receive electronic notices of job openings shall notify Human Resources prior to July 1 of each year by providing Human Resources with a valid email address. Those unit members who provide Human Resources with a valid email address shall receive an electronic version of the posting. The typical hiring range for outside applicants is between steps one and three.

### **Section 2. Application Procedure**

Unit members desiring to apply for posted vacancies shall complete and file the District application form with the Human Resources/Classified Department by the closing date indicated on the vacancy announcement. A unit member on leave who has left a written request for a specific job opening shall be mailed a copy of said notice by first class mail on the date the position is posted.

### **Section 3. Interviews**

Bargaining unit members shall be granted release time to participate in interviews for District classified position vacancies.

### **Section 4. Promotions**

Unit members selected for promotion to a higher-paid unit classification shall be placed on the first step of the new salary range which provides for at least a seven and one-half percent (7½%) salary increase. If such an increase would result in placement of an employee beyond Step six (6) of the new classification, the employee's pay will remain fixed until the employee's actual longevity matches the step placement that resulted from the promotion.

### **Section 5. Vacant Position**

Unit members wishing to move to a different, lateral position shall be given the opportunity to transfer and shall be granted consideration for an interview.

///

## **ARTICLE 11 – TRANSFERS**

### **Section 1. Lateral Transfers**

Bargaining unit employees shall have a right to be considered for a lateral transfer within the same job classification. Transfers that are lateral shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit. An employee who has left a written request for a specific job opening or openings while on leave shall be mailed a copy of said notices by first class mail on the date the position is posted. If the employee on leave is eligible for a transfer and desires consideration for the posted position, he/she may do so by notifying the Classified Human Resources Department via telephone or letter prior to the closing date of the job notice.

### **Section 2. District Transfers**

Whenever the District initiates the transfer or alters the starting time of a unit members work shift, the District will, in writing, inform CSEA and the bargaining unit member. The critical circumstances will be communicated to CSEA.

### **Section 3. Administrative Transfer**

The District shall not facilitate an administrative transfer if the employee does not meet the minimum qualifications/ requirements for the classification/ position for which they are being transferred to.

### **Section 4. Medical Transfers**

Whenever a unit member becomes medically unable to satisfactorily perform the essential functions of their job, the District shall make an effort to reasonably accommodate the unit member so they can perform the essential functions of their job in a satisfactory manner. When practical, the District will attempt to provide alternative work in a related class to the unit member if they are unable to perform the essential functions of their present job in a satisfactory manner even with reasonable accommodation. The unit member must be able to perform the essential job functions of the alternative work with or without reasonable accommodation. The alternative work may be at, above, or below the unit member's current level of compensation.

A transfer to an assignment that is below the member's current level of compensation will require consultation with CSEA and such medical transfers shall be only with the concurrence of the employee.

### **Section 5. Employee Transfers**

To be considered for a transfer, a unit member must submit a request to the Director of Human Resources. A transfer request shall be valid during the school year in which it is submitted, and must be resubmitted each school year.

The Classified Human Resources Director shall be actively involved in matching transfer requests with school needs and promoting transfers with principals. An employee with a valid current transfer request shall be afforded an interview for a transfer opportunity, should one arise.

///

## **ARTICLE 12 - LAYOFF AND REEMPLOYMENT**

### **Section 1. Reason for Layoff**

Bargaining unit members shall be subject to layoff for lack of work or lack of funds as determined by the District's Governing Board pursuant to Education Code provisions.

### **Section 2. Notice of Layoff**

Bargaining unit members shall be given not less than a sixty (60) calendar day written advance notice of layoff. CSEA will be given a complete list of all proposed layoffs of bargaining unit members as soon as practicable after the decision has been made, and prior to layoff notices being sent to affected bargaining unit members.

### **Section 3. Reductions in Hours**

Any reduction of hours in regularly assigned daily time or vacant positions shall be treated as a layoff in accordance with the process outlined in this section.

Within five (5) working days of receipt of the list of all proposed layoffs and/or reductions in hours pursuant to Sections 2 & 3, CSEA shall demand to bargain the decision to reduce hours, and/or the impact and effects of the decision to layoff or reduce the hours of bargaining unit members.

Within ten (10) working days of receipt of the list of all proposed layoffs and/or reductions in hours pursuant to Sections 2 & 3, the parties shall meet to begin to bargain the decision to reduce hours, and/or the impact and effects of the decision to layoff or reduce the hours of bargaining unit members.

Bargaining unit members shall be given not less than a sixty (60) calendar day written advance notice of reductions in hours following the completion of negotiations with CSEA on the decision and impacts and effects of reductions in hours of filled or vacant positions.

### **Section 4. Order of Layoff and Reemployment**

Whenever a unit member is laid off, the order of layoff within the class shall be determined by hire date seniority (see Article 2 - Definitions). The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Unit members who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time they shall be reemployed into their former job classification in preference to new applicants. If a unit member refuses an equal offer of reemployment, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude a unit member from future employment with the District.

Recalls shall be made in the reverse order of layoffs within each job classification. Those unit members who have completed a probationary period shall be reemployed without having to serve an

additional probationary period.

Notification to recall shall be made by personal contact or certified mail to the former unit member's last known mailing address. The former unit member must indicate acceptance of the job offer within seven (7) days after receipt of the notification and arrange the date and time to return to work. The former unit member must, however, be available within thirty (30) days of notice.

#### **Section 5. Bumping Rights**

Bargaining unit members who are laid off shall have bumping rights into any Bargaining Unit I or II classification in which they formally held permanency status. Unit members may, on the basis of seniority, bump into an equal or lower paid classification within the same job family pursuant to the approved job family chart (Appendix B). Specific bumping procedures for bus drivers and bus attendants are found in Article 15 of this Agreement.

#### **Section 6. Layoff in Lieu of Bumping**

A unit member who elects a layoff in lieu of bumping maintains his/her employment rights under this Agreement.

#### **Section 7. Bumping Rights Between Bargaining Units**

Seniority is established as a member of the classified service regardless of bargaining unit status. Relative status of classifications contained in non-CSEA bargaining units shall be determined on the basis of hourly wages effective at the time of layoff.

#### **Section 8. Equal Seniority**

If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who will be laid off shall be made on the basis of the greater District wide seniority; if that be equal, then the determination shall be made by lot.

#### **Section 9. Voluntary Demotion or Voluntary Reduction in Hours**

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list.

#### **Section 10. Retirement in Lieu of Layoff**

Any member in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. If this option is taken, the unit member shall, within ten (10) working days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with this article. The unit member shall not be eligible for reemployment during such other

period of time as may be specified by regulations of the Public Employees Retirement System.

The District agrees that when an offer of reemployment is made under this article and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

A unit member subject to this section who retires and is eligible for reemployment and who declines an offer of employment equal to that from which laid off shall be deemed to be permanently retired.

Any election to retire after being placed on a reemployment list shall be deemed retirement in lieu of layoff within the meaning of this article.

### **Section 11. Benefits for Laid-Off Unit Members**

The District and CSEA shall meet and negotiate on benefits for unit members whose layoff is a reduction in assigned hours. The following benefits shall be provided to unit members who suffer a complete layoff from employment:

- a. The District shall continue to provide medical and dental insurance for a period of three (3) months following the layoff.
- b. Preference for substitute employment shall be given to laid-off unit members. If called for substitute work, these persons shall receive their former rate of pay when the substitute work is in their former job classification. Additionally, if the substitute service in their former job classification constitutes one-half (1/2) of the working days or more in a calendar month, they shall also earn the standard sick leave, vacation, and holiday benefits associated with regular employment.
- c. Services of the Career Development Center will be offered free of charge to all laid-off unit members. Paid release time will be granted to complete the Career Development Center job placement-training program.
- d. The District will provide up to forty (40) hours of paid release time to participate in job interviews and other approved job-search activities.
- e. Employment announcements will be sent to each laid-off worker for a period of twenty-four (24) months following layoff, provided that every six (6) months the worker must notify the Human Resources/Classified Department of the desire for continued mailings.
- f. The District agrees to provide clerical assistance to persons scheduled for layoff for the purpose of resume preparation. Additionally, the Director, Human Resources Classified, will prepare a letter of reference, if requested by a unit member scheduled for layoff.

- g. Upon return to regular employment, all time during which a unit member was on involuntary layoff status shall be counted to include step increases and service credit.
- h. A unit member who leaves the employment of the District, in contemplation of layoff, shall have his/her name placed on the appropriate reemployment list. This action shall result in such employees having reemployment rights equivalent to those employees actually laid off.

**Section 12. Transfer of Work**

The parties agree that legal prohibitions exist, and will be adhered to, with respect to the transfer of "unit work" outside the bargaining unit.

**Section 13. Seniority Roster**

When layoffs are contemplated, the District shall make available to the CSEA an updated seniority roster for the job classes affected.

**Section 14. Reemployment in Highest Class**

Former unit members shall be reemployed in the highest paid job classification available in accordance with their class seniority. Persons accepting a position lower than their highest former class shall retain the thirty-nine (39) month reemployment rights to the higher-paid classification.

**Section 15. Improper Layoff**

Any unit member who is improperly laid off due to an error in seniority calculation shall be reemployed immediately upon discovery of said error and shall be reimbursed for all loss of salary and benefits.

**Section 16. Seniority During Involuntary Layoff Status**

Upon return to work, all time during which a unit member was on involuntary layoff status shall be counted for seniority purposes not to exceed thirty-nine (39) months.

**Section 17. Seniority in Classification**

If a classification has been reviewed/reclassified and the position title changed, the employee with seniority under the pre-existing title shall maintain seniority in the new position.

///

## **ARTICLE 13 - PAY AND ALLOWANCES**

### **Section 1. Base Pay Rates**

The base rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

It is the intent and goal of the District to standardize the salary schedule at two and a half (2.5%) between ranges and five (5%) between steps one (1) and six (6), and current longevity provisions will be applied to the newly created step six (6), when economic circumstances so warrant.

The regular rate of pay for each unit member shall be in accordance with rates established for each job class as provided in Appendix 1 (Salary Schedule) attached hereto and incorporated as part of this Agreement.

### **Section 2. Payroll Errors and Adjustments**

- a. Should a payroll error result in insufficient payment to a bargaining unit member; the District will make reimbursement from the Revolving Cash Fund to a maximum of two hundred fifty dollars (\$250) in each instance. Remaining funds, if any, will be processed and paid to the unit member within five (5) workdays.
- b. Should a payroll error result in an overpayment to a bargaining unit member, the District will immediately meet with the bargaining unit member and their representative to facilitate an affordable repayment plan has been made and signed by the bargaining unit member.

### **Section 3. Lump Sum Payments**

The District shall make a lump sum payment of any negotiated retroactive wage increase resulting from this Agreement, or any amendments thereto, within sixty (60) days of the Agreement between the District and the CSEA.

### **Section 4. Travel Expenses**

- a. The travel, meals, and lodging expenses of bargaining unit members shall be reimbursed at the authorized level by the District for all Governing Board approved travel. The District shall reimburse unit members for authorized use of personal vehicles according to the IRS established rate for all miles driven on behalf of the employer. Unit members assigned to work at athletic events occurring at school sites outside of the District will receive mileage if the event is at a location in excess of 30 miles of the unit member's worksite.
- b. No bargaining unit member will be required to use their personal vehicle to conduct District business, unless it is lawfully negotiated to be included in their job description.
- c. Bargaining unit members will be fully informed by District Administration of the District auto

liability policy and implications to their personal auto insurance, prior to making the decision to utilize their personal automobiles for District use.

**Section 5. Out-of-Class Assignments**

Except as specified herein, unit members shall not be required to perform duties which are not fixed and prescribed for the position by the District. When the District has need to assign a unit member to a higherlevel classification for four (4) or more days within a fifteen (15) calendar day period, the impacted unit member shall have his/her salary adjusted upward pursuant to the procedure for promotions. (See Article 10, Section 4)

**Section 6. Longevity Increments**

Upon completion of eight (8) years of regular employment in the District, unit members shall be granted a two percent (2%) salary bonus to begin on the established anniversary date. Additional two percent (2%) bonuses shall be granted upon completion of twelve (12), sixteen (16), twenty (20), twenty-four (24), and twenty-eight (28) years of District service.

///

## **ARTICLE 14 - EMPLOYEE EXPENSES AND MATERIALS**

### **Section 1. Uniforms**

- a. The District shall pay the full cost of any required uniforms. This shall constitute a "Uniform Allowance" for the purpose of CALPERS reporting.
- b. Uniforms shall be provided for non-clerical Transportation, Maintenance, and Warehouse personnel.

A committee comprised of two CSEA and two management appointees shall oversee the Transportation Departments employee uniform program, including the selection of clothing. (See Appendix I.)

### **Section 2. Medical Examinations Including TB Test**

The District agrees to provide the full cost of any medical examination required as a condition of continued employment.

### **Section 3. Damaged or Stolen Personal Property**

The District shall pay to the employee the cost of replacing or repairing property of an employee, such as, but not limited to, eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, if such property is stolen from the employee by robbery or theft while he/she is acting within the course and scope of employment on the school premises or on a school-sponsored activity. If the property is damaged beyond repair or stolen, the actual value of such property may be paid. The value of such property shall be determined as of the time of the damage thereto or the robbery or theft. The District shall pay claims of not less than \$10 or more than \$500.

Payments shall be based on the following:

- a. Requests for reimbursement for damaged or stolen personal property shall be submitted on the proper form and filed with the Risk Manager within fifteen (15) days of the date of loss and shall be signed by the employee's immediate supervisor. The Risk Manager shall conduct such investigation as may be necessary. The value for repair or replacement of damaged or stolen personal property will be reimbursed only with evidence of a receipt for the repair or replacement value of the property damaged or stolen and must be submitted with the signed claim.
- b. Reimbursement for damaged or stolen personal property used in the school or office is provided only when the value of the property was agreed upon both by the person bringing the property and the administrator and when approval for use of the property was given on the appropriate form before it was brought to the school or office.
- c. Damage to an employee's vehicle due to a collision or vandalism shall be paid if the

Director of Risk Management has reasonable cause to believe that the damage arose out of or in the course of employment. However, commuting to and from work is not “arising out of and in the course of employment.” Reimbursement for damage to an employee’s vehicle will be made upon submission of the proper District form signed by both the employee and the site administrator. The District shall use the same definition of vandalism as is outlined in the California Penal Code, Section 594(a), which reads: Every person who maliciously commits any of the following acts with respect to any real or personal property not his or her own:

- 1) Defaces with graffiti or other inscribed material
- 2) Damages
- 3) Destroys

Reimbursement will be provided by the District to the unit member for such damages limited to the employee’s personal insurance deductible up to seven hundred and fifty dollars (\$750) per each incident. For all claims for reimbursement, a police report shall be filed and two estimates for repairs should be obtained and submitted to the Risk Manager with the claim form within fifteen (15) workdays of the incident.

In the event that a third party caused the damage, the District shall, to the extent of any damages, be subrogated to any right of the employee to recover the costs for such damages.

///

## **ARTICLE 15 – TRANSPORTATION DEPARTMENT PROCEDURES**

### **Section 1. Seniority System for Driver and Attendant Route Assignments**

The seniority system for driver and attendant assignments shall be on the basis of the original hire date as a regular employee into the bus driver or bus attendant classification. This seniority system is applicable only to route bidding.

A bus driver or attendant who terminates regular District employment, and who is subsequently reemployed in regular status within six (6) calendar months, shall retain his/her seniority for route bidding purposes. Persons rehired after a six (6) month period has elapsed shall be treated as new employees and given new hire dates corresponding to the dates they are reemployed.

### **Section 2. Route Bidding Procedures**

All regular bus routes and shuttles for bus drivers and attendants shall be bid in accordance with the seniority system established above with the exception of student IEP mandates. Bidding on bus routes and shuttles shall occur once a year during the first six weeks after the start of school designated by the negotiated Grossmont Union High School District calendar. Prior to conducting the actual bidding, routes shall be posted in the transportation department for a period of not less than five (5) workdays. All bus drivers will be guaranteed a minimum of six (6) hours and bus attendants guaranteed a minimum of five (5) hours. Shuttles that occur three (3) days or more a week will be added to regular bus routes prior to being posted for bidding in accord with this section. The work of transporting students during holidays or during traditional regular school breaks will be offered to unit members in accordance with seniority.

At the start of each school year during the time period prior to the annual bid, Transportation management will make every effort to assign work to ensure the contract time made available to employees returning to work is equal to their contract assignment the previous year. The parties agree that the annual bid will establish the baseline for the employees' hours for the start of the next school year (excluding summer school.)

In the event that District Transportation Department needs do not allow for assignments equal to drivers' or attendants' contract hours, the District and CSEA agree that from the start of each new school year up to the annual bid process, no school bus driver and no bus attendant will have their contract time reduced more than fifteen (15) minutes per day from their contracted bid time established in the previous year.

Additionally, the total reductions in time prior to the annual bid process, for all bus drivers and attendants will not exceed the equivalent of the ten (10) total hours per day among all eligible employees in the two classifications. Any reductions exceeding the time outlined must be processed in accordance with the Collective Bargaining Agreement, Article 12, Layoffs and Reemployment.

### **Section 3. Special Routes**

As a result of route bidding, bus drivers serving on Special Routes shall receive a monthly stipend of \$225.00 for the duration of their assignment. Bus attendants serving on Special Routes shall receive a monthly stipend of \$150.00.

### **Section 4. Transfers to Vacant Routes**

If, during the course of the school year, any bus route is vacated, including Special, the route will be posted for bid by other qualified, permanent bus drivers/attendants. Three (3) workdays will be allotted for the bidding process. After the third day, if no bids have been received, management will assign a substitute until a decision on outside recruitment is made.

### **Section 5. Midyear Rebidding Procedures**

Rebidding of bus routes will occur when, during the regular school year, management concludes that services to the educational program can be improved, or costs reduced, by redefining the bus route structure. In the event of a complete route rebidding, bus drivers and bus attendants shall not have their hours reduced. Should an employee bid on a route involving fewer hours, management will assign them other work, if desired, to make up the difference. An employee desiring fewer hours shall sign a waiver to that effect.

### **Section 6. Bumping Procedures for Bus Drivers**

If a route is eliminated, the incumbent bus driver/bus attendant shall have the right to bump or displace any less senior bus driver/bus attendant from his/her assigned route. The bumped driver/attendant shall in turn have the right to bump or displace any less senior bus driver/attendant from his/her route. By signing a waiver, an employee may bump to a route with less hours. If a route with equal hours is not available, management shall evaluate the circumstances and arrange for equal hours.

### **Section 7. Route/Student Changes**

Management shall provide bus drivers and bus attendants with at least thirty-six (36) hours advance notice of route changes from profile posting time at twelve (12) noon. Profiles from drivers must be returned no later than twelve (12) noon the next workday. Students will start transportation services in the morning of the following day. If the student is at an existing stop/time, staff may require student to start sooner. These procedures shall not be in effect from the first day of school until the October route bid date and/or the first week of summer school.

### **Section 8. Standby Time**

All authorized standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

Bus drivers and bus attendants shall remain on paid status during layovers of thirty (30) minutes or less.

### **Section 9. Summer School Assignments**

Job classifications created for summer school shall first be offered to bargaining unit employees serving in those classifications. When summer school assignments are being arranged, the District shall consider seniority as one of the factors along with merit and fitness in selecting personnel. A unit member who accepts a summer school assignment in the same job classification shall receive his/her regular rate of pay for all summer work performed. All hours assigned to a unit member for a summer school assignment shall be considered "hours in paid status" only if the assignment is in his/her regularly assigned job classification. Every effort will be made to clearly define routes as either regular school year or summer school assignments.

### **Section 10. Tutor Driver Program**

- a. The purpose of the Tutor Driver Program is to reduce and prevent accidents, ensure the highest level of pupil safety, and help drivers acquire familiarity with different types of equipment.
- b. Requirements: All bus drivers and hourly substitute bus drivers should complete approximately ten (10) hours of driving accompanied by a tutor driver. The driver should perform all necessary tasks related to pupil transportation, with assistance from the tutor driver when necessary. The tutor driver reports to the Supervisor, Bus Safety and Training, and Driver Trainer completing the tutor driver checklist to determine if additional training is necessary.
- c. Tutor Driver Eligibility: A committee comprised of the Supervisor, Bus Safety and Training, Driver Trainer, and a designated behind-the-wheel Trainer/Instructor shall determine the eligibility of a driver to become a tutor driver on an annual basis. The tutor drivers are chosen on the basis of: 1) drivers who continue to demonstrate the highest quality standard for themselves as professional and dedicated employees, 2) drivers who are completely familiar with different types of equipment and, 3) drivers who demonstrate a willingness to assist in the program.
- d. As a result of being chosen for the Tutor Driver Program, drivers shall receive a stipend of \$50 per month for each month utilized as a tutor driver.
- e. A driver that is not a part of the tutor driver program who is not receiving the proper compensation will not be required to assist new drivers or substitutes by "riding along" and offering assistance with routes. Drivers may, for the purpose of covering routes when they are on leave, be required to show another driver his/her route in preparation for taking such leave.

### **Section 11. Assignment of Overtime**

Transportation supervisors shall attempt to equally distribute overtime among unit members within driving classifications beginning with permanent driver, attendants/drivers, dispatch personnel, and Driver Instructor. If none of the proceeding classifications are available the overtime may be given to substitute drivers. Permanent attendants will be offered overtime assignments before substitute attendants.

### **Section 12. Coverage for Absent Personnel**

The Transportation Director or designee will assign the duties of a driver/attendant on leave to a substitute employee. The substitute employee will perform the duties assigned to the regular/permanent driver or attendant while the employee is on leave of less than thirty (30) days. If an employee's leave exceeds 30 days, the position will be evaluated to determine if a permanent employee, in accordance with seniority, can be assigned to perform the work for the duration of an extended leave.

### **Section 13. Outside Recruiting**

The District may maintain one temporary bus route each school year. All other bus driver/attendants vacancies occurring between October 1, and April 30, shall either be abandoned or posted for recruitment within a fifteen (15) workday period following departure of the incumbent(s). Bus driver/attendants vacancies occurring May 1, through September 30, shall be either abandoned or posted for recruitment on October 1.

### **Section 14. Emergency Situations**

In a situation requiring immediate attention, and/or a prolonged delay causing a student's absence from school, a dispatcher may ask for volunteer drivers. In the event no volunteer drivers come forth, management/staff may direct a specific driver to respond.

### **Section 15. Computerized Routing System**

In the event the District chooses to use a computerized routing system, driver input will be given consideration as a basis for route development.

### **Section 16. Posting Time and Breaks**

All routes are to be posted with sufficient time to perform the duties of the routes. When possible, breaks should be taken during natural breaking points in the route. When no breaking point exists to allow for a duty free break, the District will allow paid breaks outside the scheduled route times. Unit members who are unable to take a break during their route time due to unforeseen extenuating circumstances will be additionally paid the time allotted for their break, not to exceed 15 minutes. This will not result in the employee being required to stay past their scheduled end time. Employees must notify the supervisor of the unforeseen extenuating circumstances as soon as

possible after those circumstances arise.

**Section 17. Time Off Requests**

The Department will attempt to grant leave requests for time off immediately preceding and following major holidays in an equitable manner.

**Section 18. Extracurricular Driving Differential**

Drivers that accept evening extracurricular driving assignments beginning at 7:30 p.m. or later will be in paid status and provided work from the end of their routes to the beginning of the extracurricular driving assignment. If it is established that the posted pick up time was manipulated by the Transportation Department to avoid payment pursuant to this section, the driver will be paid continuously from the end of their route, regardless of the posted pick up time.

**Section 19. In-Service/Training/Classroom Time**

- a. The District will provide a minimum of twelve (12) hours of in-service training toward driver/attendants license proficiencies every school year, preferably at the beginning of the school year.
- b. Unit members may request to be trained in dispatch procedures and operations, and will not be denied for any discriminatory or capricious reason. All trained unit members are eligible for work assignments as dispatchers. Unit members denied the opportunity to be trained, upon request, will be provided with the written reason for denial with suggestions for skills to be developed which would enable them to be selected in future for training.

**Section 20. Special Education Vans**

An agreement concerning the use of special education vans by Special Education Employees may be found in Appendix L. Special Education Employees are subject to the DMV pull notice requirements of Article 16, Section 9.

///

## **ARTICLE 16 - SAFETY**

Any abuse, assault, or battery upon a unit member, or any threat of violence directed toward school personnel, shall be immediately reported to the immediate supervisor. Unit members shall be provided coverage under the terms and conditions of the District workers' compensation program and illness leave provisions for any injury or illness arising out of or in the course of employment.

### **Section 1. Maintenance of Work Locations**

The District agrees to maintain all work locations in a safe and sanitary condition and shall not knowingly violate applicable provisions of state and federal laws relating to health, safety, and fire. CSEA will have representation on the District Safety Committee.

### **Section 2. Maintenance of Special Purpose Facilities**

The District shall maintain a safe and sanitary condition in all employee lunchrooms, restrooms, and lounge facilities.

### **Section 3. Safety Equipment, Clothing, and Devices**

The District agrees to furnish safety equipment, clothing, and devices required to maintain a safe and healthy environment for its employees and to comply with all local, state, and federal statutes regarding such safety items. In turn, all employees agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment, devices, or clothing. CSEA agrees to cooperate wherever possible in encouraging unit employees to adhere to safety regulations.

### **Section 4. Notification of Unsafe or Unsanitary Conditions**

All employees are obligated to notify their supervisors of any known unsafe or unsanitary condition at any District work location. No reprisal of any kind shall be taken against any employee as a result of the employee's reporting of any unsafe or unsanitary conditions.

### **Section 5. Refusal to Work Under Unsafe Conditions**

An employee shall have the right, without fear of reprisal, discrimination, or discipline, to refuse to work on a job which an employee, reasonably and in good faith, believes places him/her in imminent physical danger or significantly endangers his/her health. Employees must be notified if there are threats against the employee personally or the school and must have reasonable assurance they are working in a safe environment.

### **Section 6. Heat Days**

In the event a heat day is declared by a school site administrator, unit members at that site who work in non air-conditioned spaces shall be released from work with pay within one (1) hour following the release of students. Site administrators shall have the right, in lieu of release from work, to temporarily move staff members to air-conditioned spaces. Additionally, site administrators may make other exceptions to this procedure as deemed necessary for the safety of students and staff.

## **Section 7. Harassment**

Claims of alleged sexual harassment are to be processed under Governing Board Policy 4119.11 and Administrative Regulation 4119.11.

Claims of alleged harassment are to be processed under Administrative Regulation 14.4031.

## **Section 8. Nepotism**

- a. Classified employees and their supervisors are subject to Board Policy AR 4112.8, 4312.8 Personnel, and will not be directly supervised or evaluated by a relative by blood or marriage, or registered Domestic Partnership under California law, and will only be employed at the same site as a family member with the approval of the Superintendent or designee. Should a marriage occur between employees whereby one of the employees would be in a direct supervisory and/or evaluative position over the other employee, the Superintendent or designee will take steps to implement a transfer of one of the affected employees as possible to a position of equal level and compensation.
- b. For business reasons of supervision, security or morale, the Superintendent or designee may refuse to place spouses, relatives, or registered domestic partners in the same department, division or facility, or may transfer one of the two from the same department, division or facility, if the work involves potential conflicts of interest or other hazards greater than that for other persons.

## **Section 9. Department of Motor Vehicles (DMV) Pull Notices**

Bargaining Unit members who are required to drive District vehicles in the course and scope of their employment, including special education employees covered in Appendix L., must enroll in the California Department of Motor Vehicles' ("DMV") Employer Pull Notice Program.

- a. In the event the District is advised by the DMV that a unit member's driver's license is suspended or otherwise invalid, the District's Department of Human Resources will consider that unit member for a non-driving assignment for a period of time not to exceed ninety (90) calendar days, granted such a non-driving assignment is available and does not impose a burden on the District financially or its operations. If a non-driving assignment is available, the unit member will have the burden to show they are qualified for the assignment. If the non-driving assignment is in a lower classification, the unit member shall receive the lower rate of pay on a step to step basis. If the non-driving assignment is in a higher classification, the unit member shall receive the higher out-of-classification pay. If there are no non-driving assignments available, the unit member may request the use of available leave to attempt to validate their license. If this cannot be accomplished within ninety (90) calendar days or the unit

their license. If this cannot be accomplished within ninety (90) calendar days or the unit member exhausts their available leave (whichever is shorter), The District may take appropriate disciplinary action up to and including permanent reassignment and/or termination.

- b. If at the end of the ninety (90) calendar day period, the unit member does not have a valid and active driver's license, the unit member may request that the District's Department of Human Resources grant an extension of ninety (90) additional calendar days in the non-driving assignment, granted such non-driving assignment is available and will not impose a burden on the District financially or its operations. If a non-driving assignment is available, the unit member will have the burden to show they are qualified for the assignment. If the non-driving assignment is in a lower organization, the unit member shall continue to receive the lower rate of pay. If the non-driving assignment is in a higher classification, the unit member shall continue to receive the higher out-of-classification pay.
- c. An individual unit member shall be limited to one non-driving assignment as described in Paragraphs 1 and 2 in any four (4) year period.
- d. If at the end of the initial ninety (90) calendar day period (or at the expiration of one hundred eighty (180) calendar days if the unit member was granted an extension in accordance with Paragraph 2 above) the unit member has not restored his or her driver's license to a valid and active status, the District may take appropriate disciplinary action up to and including permanent reassignment and/or termination. In the event the unit member was permanently reassigned and their license becomes valid, the employee shall return to the former classification only upon the next available vacancy.
- e. The District shall have no responsibility or obligation to assist any unit member in resolving any disputes between the unit member and the DMV.
- f. This language shall apply only to unit members for whom driving a District vehicle is a mandatory requirement of their job assignment.
- g. This language shall not apply to any unit member whose driver's license is suspended, revoked, or otherwise invalidated for medical reasons unrelated to substance abuse and substance use issues. In circumstances where a unit member has had his or her driver's license revoked for purely medical reasons, the District will engage the employee in the interactive process in accordance with legal requirements. A unit member may be required to submit documentation to the District's Department of Human Resources verifying that the action taken on his or her driver's license was medically-related and unrelated to any violation of law in order to exempt the unit member from the procedures otherwise set forth in this language.

- h. This language does not impact any other term or condition of employment of affected CSEA bargaining unit members; no other term or condition of employment is affected unless expressly agreed to in writing by the District and CSEA.

///

## **ARTICLE 17 – CLASSIFICATION AND SALARY REVIEWS**

### **Salary Reviews**

Salary reviews may be part of a classification review or may be completed separately. For pay equity purposes, as well as to ensure the District can compete favorably with other districts and agencies for new personnel, at least every four (4) years each job classification shall be subjected to a salary review. This survey may be completed by District Human Resources staff or through a contract with a private organization with experience in this process.

### **Classification Reviews**

Definition: A classification review is a systematic review of an employee's actual duties to determine if the currently assigned job classification remains appropriate. Where the duties markedly differ from the assigned job classification, the duties will either be removed or reassigned or the employee will be reclassified to a job classification that better reflects the work being performed.

### **Review Process:**

- a. Individual unit members may request a classification review during the months of January through March of each year, unless otherwise agreed to by the District and CSEA. To be eligible for reclassification to a different job category or classification, at least half of the unit member's current duties should be determined as inappropriate for their currently assigned job classification.
- b. "Job Families," e.g., the "clerical family or the accounting family" will be reviewed once every four (4) years, or as otherwise agreed to by the District and CSEA. The emphasis of such reviews shall be to determine salary parity with like positions/classifications in other school districts.

### **Results of Reviews:**

- a. Within thirty (30) days of the completion of the review process, the unit member shall be notified in writing of the findings of the classification review.
- b. In the event a unit member's assignment requires reclassification, and management has determined that the duties cannot be eliminated or reassigned, the unit member shall be reclassified the following July 1st, or earlier if funding is available for such purposes. Unit members will be moved from the range and step of their former classification to the equal range and step of the new classification.

### **Out-of-Class Assignment/Classification Reviews:**

If a bargaining unit member serves in out-of-class status in excess of six (6) months, the District will review the bargaining unit members status with the negotiating team to determine if a classification review is in order. This review will be conducted by the Director of Human Resources or designee and

would determine the end date of the out-of-class assignment or the immediate reclassification of the employee.

Any Steering Committee formed for the purpose of reclassification or salary reviews will be selected and agreed upon by CSEA and the District. The committee will be solely for review and recommendation purposes, and all recommended study process and procedures applicable to bargaining unit members will be subject to negotiations.

///

## **ARTICLE 18 - PROFESSIONAL ADVANCEMENT INCENTIVE/GROWTH PROGRAM**

### **Section 1. Objectives of Program**

The Governing Board recognizes that classified employees are an integral part of the Grossmont Union High School District and that due to rapidly changing and increasingly technical and complex demands on such staff there is a defined need for continuing education. To encourage continuing education, the District agrees to recognize, through salary increments, the professional growth efforts of its classified employees.

### **Section 2. Course Content**

Professional growth may include educational activities which increase knowledge and skills in the employee's regular assignment or enhance his/her qualifications for promotional opportunities; increase awareness and understanding of fields related to the employee's area of assignment or result in an increased awareness of human and social factors which have application to the employee's assignment.

### **Section 3. Institutions and Course Credit**

Credit toward professional growth increments may be earned through colleges, adult schools, vocational training programs, or through attendance at special seminars or training sessions. To receive professional growth credits, all courses and hours must be taken outside the employee's established District hours of employment, unless the Professional Growth Committee rules that special circumstances are involved. All courses must be approved by the Professional Growth Committee to count towards a professional growth salary increment. Courses must be substantially different from prior courses for which professional growth salary increments were granted. Employees are encouraged to submit educational plans in advance to the Professional Growth Committee to ensure such course work qualifies for incentive.

### **Section 4. Professional Growth Increments - Eligibility**

Fifteen (15) hours of class time shall equal one (1) point, and fifteen (15) points (225 hours of class time) shall entitle the employee to a twenty-five dollars (\$25) per month worked increment, provided that a grade of "C" or better is received (pass/credit is acceptable for nongraded courses). Employees may earn up to a maximum of four (4) increments totaling one hundred dollars (\$100) per month worked. Points may be earned only for approved courses begun on or after April 1, 1986, and increments will be prorated for part-time employees. After verification of credits by the Human Resources/Classified Department, increments will be paid on the following month's warrant.

### **Section 5. Professional Growth Committee**

The committee shall be comprised of two (2) CSEA appointed unit members and two (2) management appointed persons.

///

## **ARTICLE 19 - STAFF DEVELOPMENT**

A Staff Development Advisory Committee shall be formed. This committee shall be comprised of four (4) bargaining unit members appointed by the CSEA and two (2) employees appointed by the Superintendent. The purpose of this committee shall be to recommend in-service training programs for bargaining unit staff.

///

## **ARTICLE 20 – LEAVES**

### **Section 1. Industrial Accident and Illness Leave**

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties. To be eligible for this leave, persons must have been unit members of the District for at least six (6) months at the time of injury or illness.

All unit members shall report any illness or job-related injury on the appropriate District form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness or injury occurred within the scope of employment. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave may be required to be examined by a physician identified by the District.

### **Section 2. Requirements**

- a. Allowable leave for the same illness or accident shall be for not more than sixty (60) days in any one fiscal year during which the unit member would otherwise have been performing work for the District. Allowable leave shall not be accumulated from year to year.
- b. Industrial accident or illness leave shall commence on the first day of absence.
- c. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- d. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- e. If a unit member is quarantined by order of the County Health Department, such absence shall be considered as part of industrial accident/illness leave if the illness contracted is as a result of contact with a student and/or employee in the normal course of assigned duties. The six- (6) month, time eligibility requirement referred to in this article shall not apply to this section.
- f. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the Superintendent authorizes otherwise.
- g. During any industrial paid leave of absence, the County Department of Education shall issue to the District the temporary disability indemnity checks normally received by the unit member on account of industrial accident or illness. The District, in turn, shall issue appropriate salary warrants and deduct normal retirement and other authorized contributions for the periods covered by such salary warrants.
- h. Upon conclusion of this industrial leave, a unit member may utilize other available sick

leave benefits providing that any sick leave utilization, when combined with any temporary disability indemnity, shall not exceed one hundred percent (100%) of the member's normal compensation.

- i. A unit member returning to service after an industrial accident or illness leave must present a release from the authorized physician certifying the ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.
- j. It shall be the responsibility of the Human Resources/Classified Department to maintain copies of all documents pertaining to industrial accident or illness leave.
- k. An employee has the right to be treated by his or her personal physician, provided the District has been notified in writing of the physician's name prior to the injury or illness. "Personal physician" is defined as a "doctor of medicine" or a "doctor of osteopathy," who, prior to the injury, has directed the medical treatment of the employee and who retains the employee's medical records and history. "Personal physician" also includes a corporation, partnership, or association of such doctors of medicine or osteopathy. If an employee changes doctors, it is the employee's responsibility to provide timely updated information to the District on a new form (see Appendix G).

### **Section 3. Sick Leave - Regular**

Members of the unit employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury. Day, as used in this article, means the unit member's regularly assigned workday, exclusive of overtime. Unit members assigned to less than five (5) days per week and/or less than a full fiscal year are entitled to the proportion of twelve (12) days leave of absence as the number of days or months employed bears to twelve (12) months. Leave, under this section, may be accrued from year to year and used not only for the employees' illnesses or injuries, but also for dental and medical appointments. In the event of the death of a unit member the employee's spouse shall receive payment of unused regular sick leave earned in the District up to one thousand dollars (\$1,000).

It is the responsibility of every unit member to promptly notify the immediate supervisor of the need to be absent, including the date of expected return to work. Verification of absence due to illness or injury may be required when absences exceed five (5) consecutive workdays.

It is the responsibility of the administration to inform all employees of the process for reporting his/her absence. This process shall be consistent for all employees at each site and/or department. When abuse of sick leave is suspected, the Human Resources/Classified Department may, regardless of the number of days an employee has been absent, require that a physician's certification or other

satisfactory evidence of illness or injury be furnished, provided the unit member is notified in advance of such a requirement.

#### **Section 4. Entitlement to Other Sick Leave**

A unit member who has exhausted all other entitlement to paid leave excluding vacation, shall be granted additional leave at fifty percent (50%) of the employee's regular salary rate. Such leave shall not exceed one hundred (100) working days.

A unit member who has exhausted all available paid leaves, excluding vacation, and who is absent due to a nonindustrial accident or illness, may be granted additional unpaid leave by the District not to exceed six (6) months. The District may renew this unpaid leave for two (2) additional six- (6) month periods. Any unit member on an unpaid, long-term leave of absence may continue coverage under the District's health insurance programs by paying the full cost of the insurance.

#### **Section 5. Catastrophic Leave**

Catastrophic leave is defined as an injury or illness that is expected to incapacitate the unit member or member of his/her family for an extended time and which causes the unit member to exhaust all fully paid sick leave. In the event of a unit member or his/her family member's catastrophic illness or injury, the Catastrophic Leave Committee may authorize other employees to voluntarily donate to that unit member up to five (5) days of accumulated regular sick leave.

Sick Leave Donation forms shall clearly state the contract language highlighting "irrevocable upon receipt." See Appendix E. Sick leave donations shall not be accepted by the Classified Human Resources Department until each situation has been approved and authorized by the Catastrophic Leave Committee. Approved Sick leave donations shall be irrevocable upon receipt by the District of a completed donation of sick leave form.

All unused sick leave donations shall be recorded in the Payroll Department and be made available to unit members who are subsequently approved for catastrophic leave under this section.

#### **Leave Committee**

The Catastrophic Leave Committee shall be comprised of one (1) Superintendent-appointed manager and one (1) CSEA-appointed unit member. In order for an employee to be eligible to receive sick leave donations, the unit member must have utilized vacation leave for all except five (5) working days. In the event the Committee cannot agree on a unit member's eligibility for this leave, the matter shall be submitted to the negotiations process for final resolution. Sick leave donations shall not be accepted by the Classified Human Resources Department until each situation has been approved and authorized by the Catastrophic Leave Committee.

#### **Donation Process**

In the event of a unit member or his/her family member's catastrophic illness or injury, the

Catastrophic Leave Committee may authorize other employees to voluntarily donate to the unit member up to five (5) days of accumulated regular sick leave. The donation recipient will authorize the use of their name in order to solicit the donations. The unit member's site will be the first point of contact for solicitation of donations. CSEA may request sick leave or vacation donations from employees specifically for the contribution to the Leave Bank. Approved sick leave donations shall be irrevocable upon receipt by the District of a completed donation of sick leave form. See Appendix E.

### **Donation Reserve**

All unused sick leave donations shall be recorded in the Payroll Department as a Donation Reserve and be made available to unit members who are subsequently approved for catastrophic leave under this section. The Reserve can be utilized for unit members during the interim while donations are being solicited. A report of the balance in the Catastrophic Leave Bank will be provided to the CSEA President on a monthly basis.

### **Other Bargaining Unit Donations**

Upon the agreement of the Catastrophic Leave Committee, bargaining unit members of associations or units other than CSEA, may voluntarily donate up to five (5) days of accumulated regular sick leave. To be eligible to donate regular sick leave hours, a unit member must have an available balance of twenty (20) or more sick days.

### **Section 6. Personal Necessity Leave**

A unit member may use a maximum of ten (10) days of accrued regular sick leave in any school year for purposes of personal necessity. Personal necessity leave shall be taken for circumstances that cannot be disregarded and which necessitate the immediate attention of the unit member.

Personal necessity leave shall not be used for any other unlawful purpose. Unit members are required to provide prior verification of the reason for personal necessity leave except for the following reasons:

- a. Death or serious illness of a member of his/her immediate family.
- b. Accident or serious injury involving the employee or his/her property, or the person or property of a member of the immediate family.
- c. Paternity: Upon the birth of his child, a father may take personal necessity leave.

The District will train management on employee rights with regard to Personal Necessity for purposes of consistency and fairness to all site personnel.

### **Section 7. Bereavement Leave**

In the event of the death of a member of the immediate family, including the loss of a child by miscarriage, death at birth or for a child who is still-born, unit members shall be granted bereavement

leave with pay.

Five (5) days leave due to the death of:

- a. Spouse or child of the unit member including step children
- b. Brother or sister of the unit member or spouse including step siblings
- c. Legal ward or guardian of the unit member or spouse
- d. Parents, grandparents, or grandchildren of the unit member or spouse
- e. Aunt, uncle, nephew, niece
- f. Registered domestic partner
- g. Any person residing within the immediate household
- h. Sister-in-law or brother-in-law
- i. Daughter-in-law or son-in-law

All categories listed above including step parents/grandparents/half siblings or one specified in a will or codicil.

In the event that travel in excess of three hundred (300) miles each way is required on account of the death of the immediate family members outlined in a-i, above, the five (5) days may be extended to seven (7) days.

Bereavement Leave may be granted not to exceed one day for attendance at funerals for blood relatives of unit members or spouses not outlined in a-i above.

#### **Section 8. Jury or Subpoena Leave**

Members of the unit shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

An employee who normally works second shift or a split-shift, and is required to serve on jury duty for four (4) or more hours per day, may request to have his/her schedule changed to day-shift without decrease in compensation during that time which they are required to perform jury duty.

Unit members shall be entitled to receive their regular pay, less any amount received for jury or witness fees.

#### **Section 9. Military Leave**

A unit member who has rendered paid service to the District for at least one (1) year, upon the approval of military orders by the District, shall receive pay for a period not to exceed thirty (30) calendar days per year. Unit members should attempt to schedule military service at a time which will not conflict with regular duties.

Short-term military leave will not jeopardize regular pay status. Application must be made to the District for approval.

A unit member who enlists, is inducted, or is recalled to active duty shall be granted a leave of absence for the period of enlistment or required service. Unit members who have served the District for a minimum of one (1) calendar year immediately prior to the day on which the absence begins, shall be entitled to receive salary or compensation for the first thirty (30) days of such leave.

Upon completion of the service requirement, the unit member shall be reinstated in the classification held at the time of enlistment or induction, provided that the unit member returns within six (6) months of the date of discharge, and the period of absence shall not be construed to be a break in service.

### **Section 10. Pregnancy and Child Care Leave**

After giving birth, the unit member's leave shall be paid at the daily rate for up to six calendar weeks from the date of birth, and shall not be deducted from the member's sick leave. A unit member may use sick leave if she is unable to render service to the District as a result of pregnancy as verified by a physician.

Pregnancy leave shall be granted by the Governing Board in accordance with the provisions of the Education Code and subject to the following conditions:

- a. A pregnant unit member may continue to work as long as her health will permit, as certified by a physician, and provided she can carry out her assigned duties and responsibilities. The unit member must file a statement from her physician, or District-approved medical advisor, not later than the third (3rd) month of pregnancy, indicating the estimated date of delivery, that the employee is in good health, and that in his/her judgment she may continue to carry out assigned duties and responsibilities without danger to herself or the unborn child. The use of sick leave for pregnancy-related disability shall be treated the same as any other disability for which sick leave is granted. In order to use sick leave for pregnancy disability, the unit member must have actually rendered paid service to the District immediately prior to the disability. Paid sick leave for maternity shall end no later than six (6) weeks after the birth of the child unless a physician certifies before said date that she is still disabled. As with other sick leave absences, the District may require a physician's statement confirming the continued disability. Childcare leave after the birth of the child may be granted upon request, as an elective leave for a period of up to one (1) school year. Such leave shall be without compensation or credit toward service and shall not be considered a personal illness. A unit member returning from pregnancy leave shall provide a physician's statement indicating that the employee's health will permit her to perform the full responsibilities of the assigned position. A pregnant unit member who wishes to take personal leave without pay to prepare for childbirth may request such leave for a time mutually agreeable with the District. The District will pay all costs of the health and welfare

benefits for the first (1st) three (3) months of such leave. At the expiration of the three (3) month period, the unit member may arrange to continue her health and welfare benefits at her own expense.

### **California Pregnancy Disability Act (PDL)**

Under California's Pregnancy Disability Act of 2002, unit members who are disabled by pregnancy, childbirth, or related medical conditions, are eligible to take an unpaid pregnancy disability leave (PDL). The PDL is for any period(s) of time of actual disability caused by the unit member's pregnancy, childbirth, or related medical conditions for up to four months (88 work days for a full-time employee) per pregnancy. PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. CFRA eligible unit members have certain rights to take both a pregnancy disability leave and CFRA leave for the reason of birth of the unit member's child.

### **Section 11. Parental Leave**

- a. For purposes of this section, "parental leave" shall be defined as leave for a reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.
- b. Unit members shall use current and accumulated sick leave for parental leave, for up to twelve (12) workweeks.
- c. When a unit member has exhausted all current accumulated sick leave and continues to be absent on account of parental (child bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section 20.4 of the Agreement but shall not count against the leave entitlement set forth in the Section. In order to use 50% pay, the unit member must be eligible for the leave under the California Family Rights Act as set forth in Section 20.11 of this Agreement, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- d. Any leave taken under this section shall count against any entitlement to child bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period. Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
- e. When the need for parental leave is foreseeable, the unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance

notice of the need for parental leave as practicable under the circumstances.

### **Section 12. Family Leave**

Under the Family Medical Leave Act of 1993, and California Family Rights Act of 1993, unit members with at least twelve (12) months of service and who have worked at least 1,250 hours in the twelve (12) month period before the date of leave, are eligible for an unpaid family and medical care leave of up to twelve (12) weeks in a twelve (12) month period for the birth, or adoption, or foster care placement of a child or for the unit member's own serious health condition or that of their child, parent, or spouse.

### **Section 13. Religious Leaves**

Unit members may be granted personal leave without pay for the purpose of observing religious holidays provided a written request is submitted to the supervisor at least ten (10) days prior to the proposed absence.

### **Section 14. General Leaves**

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

### **Section 15. Retraining and Study Leaves**

A paid or unpaid leave of absence for study/retraining may be granted by the District to any member of the bargaining unit. Refer to Article 20, Section 4.

Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period, provided separate periods of leave of absence shall be commenced and completed within three (3) years. Any service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

Retraining or study leave cannot be granted to a unit member who has not served the District at least three (3) consecutive years immediately preceding the granting of the leave.

### **Section 16. Break In Service**

No absence under any paid leave provisions of this article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue during such absence.

Periods of unpaid absence of less than ninety (90) calendar days shall not be considered a break in service for the purposes of salary step advancement under the Agreement. Leaves of ninety (90) days or more for the purpose of furthering education, professional growth, or skill development to improve abilities upon return to the District will not be considered a break in service for the purpose of

salary/step advancement.

"Salary/step" advancement dates shall be changed to reflect unpaid absences for ninety (90) or more calendar days, with the exception of education, professional, or skill development leaves.

///

## **ARTICLE 21 - HEALTH AND WELFARE BENEFITS**

### **Section 1. Benefit Structure**

The District shall provide a health and welfare benefits program for all unit members holding regular assignments of twenty (20) or more hours per week. The District will provide up to the maximum contributions for each tier for the following coverages:

List of Additional Benefits Provided:

1. Medical/Vision Insurance (Employee)
2. Dental Insurance
3. Life Insurance/AD&D (\$50,000 term)
4. Long-Term Disability Insurance
5. Chiropractic/Acupuncture (if enrolled in medical)
6. Employee Assistance Plan (including dependents)
7. Long Term Care

### **Fringe Benefits**

Effective with the 2018 benefits year, health benefit plans will be available through the California Schools Voluntary Employee Benefits Association ("VEBA"). The medical plans available through VEBA are (Kaiser & United HealthCare), dental (Delta Dental), vision (VSP), and Employee Assistance Program (EAP). Effective November, 2019, VEBA will also offer a Harmony plan.

- a. The District shall pay 100% of the employee only premiums for Kaiser, United Health care Network 1, Harmony and Alliance HMO plans.
- b. For the United Health Care Network 2 the District shall pay the employee-only premium of the United Health Care Network 1 plan, and the employee shall pay the remaining premium difference for the Network 2 plan.
- c. For the employees selecting coverage with dependents (encompasses all tiers to include spouse, children, and family), the District will pay 80% of the employee and dependent premiums of the United Health Care Network 1 and Kaiser plans.
- d. For the employees selecting coverage with dependents (encompasses all tiers to include spouse, children, and family) in the United Health Care Network 2 and Alliance HMO plans, the District will pay an amount equal to 80% of the employee and dependent premiums of the United Health Care Network 1 plan, and the employee will pay the remaining premium difference for the Network 2 and Alliance plans.
- e. Effective November, 2019, the Harmony plan shall be the default plan for all members enrolled in UHC Network 1 and Alliance. During open enrollment, unit members currently in UHC Network 1 and Alliance may elect to opt out of the Harmony Plan to

return to Network 1 or to join any of the other plans. The District and CSEA will work together to educate CSEA bargaining unit members of the changes to the Health and Welfare plans and the members' right to keep their current plans, if so desired.

- f. Eligible dependents may be enrolled in medical, vision, dental and voluntary term life benefits. Eligible dependents include your spouse or Registered Domestic Partner (RDP), your children, or your spouse's/RDP's biological children, stepchildren or adopted children up to age 26; foster children or children for whom the employee is named legal guardian, up to age 18.

Details of Health and Welfare Benefits plans may be viewed on the staff page at [www.guhsd.net](http://www.guhsd.net).

- a. The Union and the District agree unit members may waive the medical insurance, provided the member submits a signed verification to the District indicating he/she has medical coverage from another source. Should the unit member lose his/her alternative medical coverage, it is agreed the unit member shall be allowed to re-enroll in one of the Districts plans.
- b. The District agrees to pay each unit member, who waives the District-provided medical insurance, a sum equal to one thousand two hundred dollars (\$1,200.00) per year. This payment will be made in ten (10) equal monthly installments.
- c. Unit members who desire to take a District-approved, unpaid leave of absence shall have the right to continue insurance benefits by paying to the District on a quarterly calendar basis the amount of the normal District contribution, subject to the insurance carrier's approval.

## **Section 2. Retirement Benefits**

The District will provide medical/vision and dental insurance until age sixty-five (65) or until the unit member reaches the Social Security/Medicare age of eligibility for all unit members who retire at age fifty-four (54) or older with at least ten (10) years of District service. Those retirees who waive their medical insurance shall receive a sum of one thousand two hundred dollars (\$1,200.00) per benefit year, with the District providing vision and dental coverage. Retirees who have waived their medical/vision insurance with the District and move their residence outside the District's insurance service areas but are still able to retain other insurance outside the District (ex: through spouse's former employer) shall be eligible to receive \$1,270 (the additional \$70 is for waive out of vision benefits.) Proof of current insurance is required.

This program assumes that unit members will remain in the "service areas" for these insurances following retirement. Should a retiree move his/her residence outside an insurance "service area," the options available to the retiree are:

- a. Retirees who are enrolled in a District medical/vision plan and move out of the service area may not use their District insurance in their new residence. These retirees will be eligible for reimbursement up to the cost of privately obtained insurance not to exceed the current cost of the District contribution to the retiree's last plan of enrollment in the District. Proof of new insurance with costs is required. "Current cost" is defined as the District contribution for active employees.
- b. Retirees who: (a) waive their medical insurance with the District; (b) move their residence outside the District's insurance service area; and (c) must cancel their non-district insurance plan as a result of the move, are eligible for reimbursement of up to the cost of privately obtained insurance (not to exceed the cost of the District's current contribution to the retiree's last plan of enrollment in the District.) Retirees who have never been enrolled in a District plan shall be eligible for reimbursement up to the cost of the least expensive District plan. Proof of cancellation of a former plan, and proof of new insurance with costs are required.
- c. Retirees who are eligible for reimbursement under paragraph (1) and (2) of this section and who are rejected outright by three separate private insurance companies shall receive a lump sum equivalent to the District's current contribution equal to the retiree's last plan of enrollment. Proof of rejection from three insurance companies is required.
- d. Retirees and eligible dependents may re-enroll in one of the District's group medical and vision plans if the retiree returns to a District insurance service area and meets the terms of an IRS and/or HIPAA qualified family status change. The cost of dependent care borne by the District at the same rate as active employees.
- e. Retirees who receive reimbursement under paragraphs (1) and (2) of this section may obtain additional private insurance to cover eligible dependents and receive additional reimbursement of the cost of that insurance up to amount paid to active employees, provided the retiree meets the terms of an IRS and/or HIPAA qualified family status change.
- f. Dental benefits are available nationally and will remain available to retirees residing in the United States.

### **Section 3. Retirement and Sick Leave Benefits**

Upon retirement, unit members who are at least fifty (50) years of age with ten (10) or more years of District service shall receive payment of unused regular sick leave, not to exceed one thousand dollars (\$1000). Any remaining days of sick leave, or all days if the unit member chooses to waive payment, to the extent legally possible, shall be applied to retirement under the Public Employees Retirement System (PERS).

### **Section 4. Eligibility for Special Benefits**

To be eligible for the benefits under Section 2 and 3 above, a person must be in regular paid status on or after the date said sections were formally ratified by the Governing Board of the Grossmont Union High School District.

**Section 5. Benefits Advisory Committee**

The Benefits Advisory Committee shall be a collaborative group of employees who are “stakeholders” in the application of the benefits program. The composition of the Benefits Advisory Committee shall be determined by the committee’s Mission Statement attached as Appendix M. The Benefits Advisory Committee shall receive information, formulate recommendations, and consider the propriety of plan changes or any other type of health and welfare benefit modifications.

Decisions of the Benefits Advisory Committee shall in no way circumvent or replace the parties’ obligations to lawfully negotiate changes in matters within the scope of the representation as specified in Article 1, Section 2 of the Collective Bargaining Agreement.

///

## ARTICLE 22 - HOLIDAYS

The District shall provide all unit members in paid status with the following paid holidays:

1. New Year's Eve Day
2. New Year's Day
3. Martin Luther King Day
4. Lincoln's Day
5. Washington's Day
6. Spring Holiday
7. Memorial Day
8. Juneteenth
9. Independence Day
10. Labor Day
11. Veterans Day
12. Thanksgiving Day
13. Day following Thanksgiving
14. Christmas Holiday
15. Christmas Eve Day
16. Christmas Day
17. Floating Holiday (2)\*

When a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday.

When a holiday falls on a Sunday, the following day shall be deemed to be that holiday.

\*Beginning with the 2006-2007 school year, CSEA unit members shall be provided with two (2) floating holidays. Floating Holidays shall be taken in the school year in which they accrue. Unit members who are initially employed or re-employed with the District between January 1 and June 30 shall receive one (1) of the two (2) floating holidays during that initial year of employment.

///

## ARTICLE 23 - VACATIONS

Upon completion of six (6) months of regular and continuous paid service, unit members shall be credited with paid vacation in the amount described below:

- a. One (1) day for each month worked since regular employment began. A unit member beginning regular employment at other than the first day of a month shall receive vacation credit if he/she worked one-half the working days in the month.
- b. Upon completion of two (2) years of regular service, a unit member shall begin earning vacation at a rate of one and one-quarter (1.25) days per month worked. (15 days)
- c. Upon completion of ten (10) years of regular service, a unit member shall begin earning vacation at the rate of 1.417 days per month worked. (17 days)
- d. Upon completion of fourteen (14) years of regular service, a unit member shall begin earning vacation at the rate of 1.66 days per month worked. (20 days)
- e. For the purposes of this article, a day of vacation shall be defined as the unit member's basic hours-per-day assignment, exclusive of overtime.
- f. With the exception of unit members assigned to four (4) day, forty (40) hour workweeks, the District reserves the right to prorate vacation for unit members who are assigned to positions not requiring service every workday of the month.
- g. Earned or unearned vacation may, with the approval of the supervisor, principal, or department head, be taken at any time during the year.
- h. Vacation is a vested right; therefore, no bargaining unit member shall lose any vacation. Every effort will be made to provide a response to an employee's vacation request. Up to a maximum of one (1) year's worth of unit member's accumulated vacation may be carried over for use in the subsequent fiscal year (see guidelines below). Once the maximum accrual level is attained, the supervisor, after consulting with the employee, must schedule a vacation period for the unit member not to exceed ten (10) workdays.

VACATION RATE/MONTHLY	MAXIMUM ACCRUAL GUIDELINES
1.0	20 days
1.25	23 days
1.417	25 days
1.66	28 days

- i. Upon separation from service, a unit member who has completed six (6) months of continuous service shall be entitled to a lump sum payment for all earned and unused vacation.

///

## **ARTICLE 24 - VOLUNTEERS**

The parties recognize the importance to the District of utilizing volunteers (non classroom) to provide a variety of services.

All requests for volunteer services must be submitted on the approved District form and prior to the work being performed.

Forms may be obtained from the sites or the office of the Manager of Maintenance Services and must be submitted to the Manager of Maintenance Services for approval. A copy of forms outlining the approved projects are to be forwarded to CSEA by the Manager of Maintenance Services or designee

The parties agree to steadfastly adhere to all Education Code provisions relating to the use of volunteer workers. See Appendix K.

The District will monitor and enforce the provisions of this Article.

///

## **ARTICLE 25 - SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, 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 26 - RATIFICATION OF ADDITIONS OR CHANGES**

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

///

### **ARTICLE 27 - NONDISCRIMINATION**

The District and CSEA agree that the provision of this Agreement shall apply to all members of the bargaining unit without discrimination, and in carrying out their respective obligations under this Agreement, neither party will unlawfully discriminate against any person.

///

**ARTICLE 28 - SUPPORT OF AGREEMENT**

The District and CSEA agree that it is to their mutual benefit to support the Agreement and to encourage the resolution of differences through the meet and negotiation process.

///

## **ARTICLE 29 - EFFECT OF AGREEMENT**

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

///

### **ARTICLE 30 - STATUTORY CHANGES**

Benefits in the contract that could be reduced or eliminated because of new or amended state or federal statutes shall require the Association and the District to negotiate whether the reductions or repeals shall be included in the contract. Such negotiations shall occur within a reasonable time of when the new or amended statutes take effect.

If the Association or District determines that new or amended state or federal statutes may affect the contract, the parties agree to negotiate the impact of such changes.

///

### **ARTICLE 31 - REOPENING OF AGREEMENT**

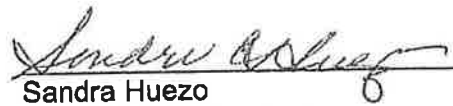
The collective bargaining Agreement shall be reopened and negotiations commenced in applicable, interim years during the term of multi-year agreements, on the matters of salary and health and welfare benefits. Additionally, both the District and CSEA may each select three (3) other articles for reopening.

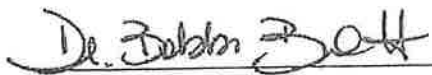
///


**ARTICLE 32 - TERM OF AGREEMENT**


The Collective Bargaining Agreement shall remain in full force and effect from July 1, 2021 up to and including June 30, 2024, and thereafter shall continue in effect unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the Agreement. The terms and conditions of this Agreement will remain in full force and effect during negotiations on a new agreement.

**FOR THE DISTRICT:**


  
Sandra Huevo  
Acting Superintendent

  
Dr. Bobbi Burkett  
Assistant Superintendent, Human Resources


  
Jessica Merschtina  
Director of Human Resources

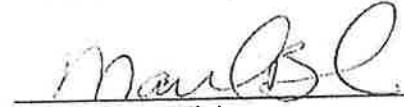
  
Dr. Milena Aubry  
Director of Human Resources

  
Shawn Guffey  
Director of Risk Management

  
Rob Stirling  
Principal, El Cajon Valley HS

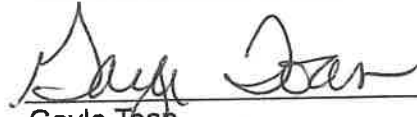
**CSEA GROSSMONT CHAPTER 443:**

  
David Golden,  
Grossmont Chapter President

  
Maribeth Bostick  
Grossmont Chapter Vice President BU II

  
Loreta Purdy  
Negotiations Chair

  
Craig Tanson  
Communications Officer

  
Gayle Toan  
Negotiations Team Member

  
Ramon Gomez  
CSEA Labor Relations Representative

# **APPENDIX A**

**SALARY SCHEDULE I & II**

8.00% increase (board approved: 8/14/2023)

**GROSSMONT UNION HIGH SCHOOL DISTRICT**  
 Effective 7/1/2023  
**CSEA: BARGAINING UNIT I & II**  
**2023-24**

Salary Range	LONGEVITY GRANTED AT THE BEGINNING OF:											
	1	2	3	4	5	6	9	13	17	21	25	29
<b>25</b>	34949.95	36648.17	38436.07	40372.70	42309.33	44244.82	45313.31	46201.81	47090.31	47978.80	48867.30	49755.79
	2912.50	3054.01	3203.01	3364.39	3525.78	3702.07	3776.11	3850.15	3924.19	3998.23	4072.27	4146.32
	16.80	17.62	18.48	19.41	20.34	21.36	21.79	22.21	22.64	23.07	23.49	23.92
<b>27</b>	36678.06	38495.61	40402.35	42338.97	44484.36	46629.74	47562.33	48494.93	49427.52	50360.12	51292.71	52225.31
	3056.51	3207.97	3366.86	3528.25	3707.03	3885.81	3963.53	4041.24	4118.96	4196.68	4274.39	4352.11
	17.63	18.51	19.42	20.36	21.39	22.42	22.87	23.31	23.76	24.21	24.66	25.11
<b>28</b>	37631.43	39448.98	41415.50	43382.02	45557.05	47702.19	48656.23	49610.27	50564.32	51518.36	52472.40	53426.45
	3135.95	3287.41	3451.29	3615.17	3796.42	3975.18	4054.69	4134.19	4213.69	4293.20	4372.70	4452.20
	18.09	18.97	19.91	20.86	21.90	22.93	23.39	23.85	24.31	24.77	25.23	25.69
<b>29</b>	38495.61	40402.35	42338.97	44484.36	46629.74	48864.31	49841.60	50818.88	51796.17	52773.45	53750.74	54728.03
	3207.97	3366.86	3528.25	3707.03	3885.81	4072.03	4153.47	4234.91	4316.35	4397.79	4479.23	4560.67
	18.51	19.42	20.36	21.39	22.42	23.49	23.96	24.43	24.90	25.37	25.84	26.31
<b>30</b>	39478.87	41475.04	43411.91	45586.69	47732.08	50175.16	51178.66	52182.16	53185.67	54189.17	55192.67	56196.18
	3289.91	3456.25	3617.66	3798.89	3977.67	4181.26	4264.89	4348.51	4432.14	4515.76	4599.39	4683.01
	18.98	19.94	20.87	21.92	22.95	24.12	24.61	25.09	25.57	26.05	26.53	27.02
<b>31</b>	40461.88	42487.94	44514.00	46689.28	48953.74	51366.93	52394.27	53421.61	54448.94	55476.28	56503.62	57530.96
	3371.82	3540.66	3709.50	3890.77	4079.48	4280.58	4366.19	4451.80	4537.41	4623.02	4708.64	4794.25
	19.45	20.43	21.40	22.45	23.54	24.70	25.19	25.68	26.18	26.67	27.17	27.66
<b>32</b>	41474.79	43411.95	45586.69	47732.08	50175.16	52529.05	53579.63	54630.21	55680.80	56731.38	57781.96	58832.54
	3456.23	3617.66	3798.89	3977.67	4181.26	4377.42	4464.97	4552.52	4640.07	4727.61	4815.16	4902.71
	19.94	20.87	21.92	22.95	24.12	25.25	25.76	26.26	26.77	27.27	27.78	28.28
<b>33</b>	42487.94	44514.00	46689.03	48953.74	51366.93	53899.93	54977.93	56055.93	57133.93	58211.93	59289.93	60367.93
	3540.66	3709.50	3890.75	4079.48	4280.58	4491.66	4581.49	4671.33	4761.16	4850.99	4940.83	5030.66
	20.43	21.40	22.45	23.54	24.70	25.91	26.43	26.95	27.47	27.99	28.50	29.02

**LONGEVITY GRANTED AT THE BEGINNING OF:**

Salary Range	1	2	3	4	5	6	9	13	17	21	25	29
<b>34</b>	43471.20	45676.13	47970.48	50324.38	52707.92	55210.78	56315.00	57419.21	58523.43	59627.64	60731.86	61836.08
	3622.60	3806.34	3997.54	4193.70	4392.33	4600.90	4692.92	4784.93	4876.95	4968.97	5060.99	5153.01
	20.90	21.96	23.06	24.19	25.34	26.54	27.07	27.61	28.14	28.67	29.20	29.73
<b>35</b>	44514.00	46689.28	48953.74	51366.93	53899.93	56551.28	57682.30	58813.33	59944.35	61075.38	62206.40	63337.43
	3709.50	3890.77	4079.48	4280.58	4491.66	4712.61	4806.86	4901.11	4995.36	5089.61	5183.87	5278.12
	21.40	22.45	23.54	24.70	25.91	27.19	27.73	28.28	28.82	29.36	29.91	30.45
<b>36</b>	45646.80	47938.13	50319.40	52835.33	55486.04	58271.66	59437.09	60602.53	61767.96	62933.39	64098.83	65264.26
	3803.90	3994.84	4193.28	4402.94	4623.84	4855.97	4953.09	5050.21	5147.33	5244.45	5341.57	5438.69
	21.95	23.05	24.19	25.40	26.68	28.02	28.58	29.14	29.70	30.26	30.82	31.38
<b>37</b>	46689.28	48953.74	51366.93	53899.93	56521.63	59233.01	60417.67	61602.33	62786.99	63971.65	65156.31	66340.97
	3890.77	4079.48	4280.58	4491.66	4710.14	4936.08	5034.81	5133.53	5232.25	5330.97	5429.69	5528.41
	22.45	23.54	24.70	25.91	27.17	28.48	29.05	29.62	30.19	30.76	31.33	31.89
<b>38</b>	47970.48	50324.38	52707.92	55210.78	57951.80	60871.69	62089.12	63306.56	64523.99	65741.43	66958.86	68176.29
	3997.54	4193.70	4392.33	4600.90	4829.32	5072.64	5174.09	5275.55	5377.00	5478.45	5579.90	5681.36
	23.06	24.19	25.34	26.54	27.86	29.27	29.85	30.44	31.02	31.61	32.19	32.78
<b>39</b>	49013.28	51456.36	53929.33	56551.28	59352.09	62331.76	63578.39	64825.03	66071.66	67318.30	68564.93	69811.57
	4084.44	4288.03	4494.11	4712.61	4946.01	5194.31	5298.20	5402.09	5505.97	5609.86	5713.74	5817.63
	23.56	24.74	25.93	27.19	28.53	29.97	30.57	31.17	31.77	32.36	32.96	33.56
<b>40</b>	50354.02	52797.35	55329.86	57981.70	60901.58	63881.01	65158.63	66436.25	67713.87	68991.49	70269.11	71546.73
	4196.17	4399.78	4610.82	4831.81	5075.13	5323.42	5429.89	5536.35	5642.82	5749.29	5855.76	5962.23
	24.21	25.38	26.60	27.88	29.28	30.71	31.33	31.94	32.55	33.17	33.78	34.40
<b>41</b>	51486.25	53989.12	56581.17	59381.98	62421.19	65460.15	66769.36	68078.56	69387.76	70696.97	72006.17	73315.37
	4290.52	4499.09	4715.10	4948.50	5201.77	5455.01	5564.11	5673.21	5782.31	5891.41	6000.51	6109.61
	24.75	25.96	27.20	28.55	30.01	31.47	32.10	32.73	33.36	33.99	34.62	35.25
<b>42</b>	52856.89	55359.51	58071.13	60931.48	63940.55	67099.09	68441.07	69783.05	71125.03	72467.01	73808.99	75150.98
	4404.74	4613.29	4839.26	5077.62	5328.38	5591.59	5703.42	5815.25	5927.09	6038.92	6150.75	6262.58
	25.41	26.62	27.92	29.29	30.74	32.26	32.90	33.55	34.19	34.84	35.49	36.13

**LONGEVITY GRANTED AT THE BEGINNING OF:**

**Salary**

Range	1	2	3	4	5	6	9	13	17	21	25	29
<b>43</b>	54078.30	56670.85	59501.30	62450.84	65519.94	68737.77	70112.53	71487.28	72862.04	74236.79	75611.55	76986.30
	4506.53	4722.57	4958.44	5204.24	5460.00	5728.15	5842.71	5957.27	6071.84	6186.40	6300.96	6415.53
	26.00	27.25	28.61	30.02	31.50	33.05	33.71	34.37	35.03	35.69	36.35	37.01
<b>44</b>	55479.08	58100.78	60991.02	64029.98	67188.27	70435.99	71844.71	73253.43	74662.15	76070.87	77479.59	78888.31
	4623.26	4841.73	5082.58	5335.83	5599.02	5869.67	5987.06	6104.45	6221.85	6339.24	6456.63	6574.03
	26.67	27.93	29.32	30.78	32.30	33.86	34.54	35.22	35.90	36.57	37.25	37.93
<b>45</b>	56700.50	59530.95	62480.73	65609.13	68767.66	72223.90	73668.37	75112.85	76557.33	78001.81	79446.28	80890.76
	4725.04	4960.91	5206.73	5467.43	5730.64	6018.66	6139.03	6259.40	6379.78	6500.15	6620.52	6740.90
	27.26	28.62	30.04	31.54	33.06	34.72	35.42	36.11	36.81	37.50	38.20	38.89
<b>46</b>	58190.21	61050.56	64179.20	67247.81	70465.89	74011.55	75491.78	76972.01	78452.24	79932.47	81412.71	82892.94
	4849.18	5087.55	5348.27	5603.98	5872.16	6167.63	6290.98	6414.33	6537.69	6661.04	6784.39	6907.74
	27.98	29.35	30.86	32.33	33.88	35.58	36.29	37.01	37.72	38.43	39.14	39.85
<b>47</b>	59620.38	62570.16	65698.56	68973.31	72283.43	75858.99	77376.17	78893.35	80410.53	81927.71	83444.89	84962.07
	4968.37	5214.18	5474.88	5733.11	6023.62	6321.58	6448.01	6574.45	6700.88	6827.31	6953.74	7080.17
	28.66	30.08	31.59	33.08	34.75	36.47	37.20	37.93	38.66	39.39	40.12	40.85
<b>48</b>	61080.20	64208.85	67367.38	70555.32	74160.27	77735.83	79290.55	80845.27	82399.98	83954.70	85509.42	87064.13
	5090.02	5350.74	5613.95	5879.61	6180.02	6477.99	6607.55	6737.11	6866.67	6996.22	7125.78	7255.34
	29.37	30.87	32.39	33.92	35.65	37.37	38.12	38.87	39.62	40.36	41.11	41.86
<b>49</b>	62600.05	65728.45	68946.28	72342.97	75888.64	79583.27	81174.94	82766.61	84358.27	85949.94	87541.60	89133.27
	5216.67	5477.37	5745.52	6028.58	6324.05	6631.94	6764.58	6897.22	7029.86	7162.49	7295.13	7427.77
	30.10	31.60	33.15	34.78	36.48	38.26	39.03	39.79	40.56	41.32	42.09	42.85
<b>50</b>	64208.85	67367.38	70555.32	74160.52	77735.83	81698.77	83332.74	84966.72	86600.69	88234.67	89868.64	91502.62
	5350.74	5613.95	5879.61	6180.04	6477.99	6808.23	6944.40	7080.56	7216.72	7352.89	7489.05	7625.22
	30.87	32.39	33.92	35.65	37.37	39.28	40.06	40.85	41.63	42.42	43.21	43.99
<b>51</b>	65728.45	68946.28	72342.97	75888.64	79583.27	83605.50	85277.61	86949.72	88621.83	90293.94	91966.05	93638.16
	5477.37	5745.52	6028.58	6324.05	6631.94	6967.12	7106.47	7245.81	7385.15	7524.49	7663.84	7803.18
	31.60	33.15	34.78	36.48	38.26	40.19	41.00	41.80	42.61	43.41	44.21	45.02

## Salary

## LONGEVITY GRANTED AT THE BEGINNING OF:

Range	1	2	3	4	5	6	9	13	17	21	25	29
<b>52</b>	67367.38 5613.95 32.39	70555.32 5879.61 33.92	74160.52 6180.04 35.65	77735.83 6477.99 37.37	81698.77 6808.23 39.28	85751.13 7145.93 41.23	87466.15 7288.85 42.05	89181.18 7431.76 42.88	90896.20 7574.68 43.70	92611.22 7717.60 44.52	94326.24 7860.52 45.35	96041.27 8003.44 46.17
<b>53</b>	69051.58 5754.30 33.20	72319.22 6026.60 34.77	76014.47 6334.54 36.55	79679.16 6639.93 38.31	83741.21 6978.43 40.26	87894.88 7324.57 42.26	89652.78 7471.07 43.10	91410.68 7617.56 43.95	93168.58 7764.05 44.79	94926.48 7910.54 45.64	96684.37 8057.03 46.48	98442.27 8203.52 47.33
<b>54</b>	70614.86 5884.57 33.95	74190.17 6182.51 35.67	77885.05 6490.42 37.44	81728.91 6810.74 39.29	85780.53 7148.38 41.24	90041.90 7503.49 43.29	91842.74 7653.56 44.16	93643.57 7803.63 45.02	95444.41 7953.70 45.89	97245.25 8103.77 46.75	99046.09 8253.84 47.62	100846.93 8403.91 48.48
<b>55</b>	72462.05 6038.50 34.84	76007.72 6333.98 36.54	79642.81 6636.90 38.29	83725.07 6977.09 40.25	87747.30 7312.27 42.19	92127.00 7677.25 44.29	93969.54 7830.80 45.18	95812.08 7984.34 46.06	97654.62 8137.89 46.95	99497.16 8291.43 47.84	101339.70 8444.98 48.72	103182.24 8598.52 49.61
<b>56</b>	74279.60 6189.97 35.71	77944.84 6495.40 37.47	81817.84 6818.15 39.34	85870.21 7155.85 41.28	90071.54 7505.96 43.30	94570.58 7880.88 45.47	96461.99 8038.50 46.38	98353.40 8196.12 47.29	100244.81 8353.73 48.19	102136.22 8511.35 49.10	104027.63 8668.97 50.01	105919.04 8826.59 50.92
<b>57</b>	76136.68 6344.72 36.60	79893.57 6657.80 38.41	83863.17 6988.60 40.32	88017.07 7334.76 42.32	92323.41 7693.62 44.39	96934.85 8077.90 46.60	98873.54 8239.46 47.54	100812.24 8401.02 48.47	102750.94 8562.58 49.40	104689.63 8724.14 50.33	106628.33 8885.69 51.26	108567.03 9047.25 52.20
<b>58</b>	77944.34 6495.36 37.47	81817.84 6818.15 39.34	85869.96 7155.83 41.28	90101.19 7508.43 43.32	94570.33 7880.86 45.47	99278.12 8273.18 47.73	101263.68 8438.64 48.68	103249.24 8604.10 49.64	105234.80 8769.57 50.59	107220.37 8935.03 51.55	109205.93 9100.49 52.50	111191.49 9265.96 53.46
<b>59</b>	79893.08 6657.76 38.41	83863.17 6988.60 40.32	88016.83 7334.74 42.32	92353.79 7696.15 44.40	96934.60 8077.88 46.60	101759.98 8480.00 48.92	103795.18 8649.60 49.90	105830.38 8819.20 50.88	107865.58 8988.80 51.86	109900.78 9158.40 52.84	111935.98 9328.00 53.82	113971.18 9497.60 54.79

**Salary**

**LONGEVITY GRANTED AT THE BEGINNING OF:**

Range	1	2	3	4	5	6	9	13	17	21	25	29
<b>60</b>	81890.23	85959.89	90217.06	94662.48	99357.91	104304.11	106390.19	108476.27	110562.35	112648.44	114734.52	116820.60
	6824.19	7163.32	7518.09	7888.54	8279.83	8692.01	8865.85	9039.69	9213.53	9387.37	9561.21	9735.05
	39.37	41.33	43.37	45.51	47.77	50.15	51.15	52.15	53.15	54.16	55.16	56.16
<b>62</b>	85959.39	90220.27	94659.76	99307.76	104223.82	109408.41	111596.58	113784.75	115972.92	118161.08	120349.25	122537.42
	7163.28	7518.36	7888.31	8275.65	8685.32	9117.37	9299.71	9482.06	9664.41	9846.76	10029.10	10211.45
	41.33	43.38	45.51	47.74	50.11	52.60	53.65	54.70	55.76	56.81	57.86	58.91
<b>64</b>	90300.81	94787.73	99451.79	104335.24	109500.07	114947.28	117246.22	119545.17	121844.11	124143.06	126442.01	128740.95
	7525.07	7898.98	8287.65	8694.60	9125.01	9578.94	9770.52	9962.10	10153.68	10345.25	10536.83	10728.41
	43.41	45.57	47.81	50.16	52.64	55.26	56.37	57.47	58.58	59.68	60.79	61.89
<b>67</b>	97189.55	101958.12	107028.58	112333.98	118005.02	123744.74	126219.63	128694.52	131169.42	133644.31	136119.21	138594.10
	8099.13	8496.51	8919.05	9361.17	9833.75	10312.06	10518.30	10724.54	10930.78	11137.03	11343.27	11549.51
	46.73	49.02	51.46	54.01	56.73	59.49	60.68	61.87	63.06	64.25	65.44	66.63
<b>70</b>	104662.52	109797.74	115258.07	120971.41	127078.50	133259.55	135924.74	138589.93	141255.12	143920.31	146585.50	149250.69
	8721.88	9149.81	9604.84	10080.95	10589.87	11104.96	11327.06	11549.16	11771.26	11993.36	12215.46	12437.56
	50.32	52.79	55.41	58.16	61.10	64.07	65.35	66.63	67.91	69.19	70.47	71.76
<b>73</b>	112710.09	118240.16	124120.34	130272.98	136849.64	143505.96	146376.07	149246.19	152116.31	154986.43	157856.55	160726.67
	9392.51	9853.35	10343.36	10856.08	11404.14	11958.83	12198.01	12437.18	12676.36	12915.54	13154.71	13393.89
	54.19	56.85	59.67	62.63	65.79	68.99	70.37	71.75	73.13	74.51	75.89	77.27
<b>75</b>	118416.04	124226.07	130403.93	136868.05	143777.66	150770.94	153786.36	156801.78	159817.20	162832.62	165848.04	168863.46
	9868.00	10352.17	10866.99	11405.67	11981.47	12564.25	12815.53	13066.82	13318.10	13569.38	13820.67	14071.95
	56.93	59.72	62.69	65.80	69.12	72.49	73.94	75.39	76.84	78.28	79.73	81.18

# **APPENDIX B**

**JOB TITLES & RANGE**

**JOB FAMILY CHART**

# GROSSMONT UNION HIGH SCHOOL

## CSEA BARGAINING UNIT I - Effective 7/1/2023

### **MAINTENANCE SERIES**

Carpenter	51
Electrician	52
Equipment Mechanic	51
Gardener I	41
Gardener II	43
Gardener-Lead	46
General Maintenance Worker	45
Glazier	51
Heavy Equipment Operator	49
HVAC & Boiler Mechanic	52
Irrigation Technician	51
Locksmith	50
Maintenance Leadworker	55
Painter	50
Plumber	52
Roofer/Plasterer	50
Welder/Fabricator	51

### **WAREHOUSE SERIES**

Food Service Storekeeper	44
Storekeeper	44
Storekeeper-Senior	46
Warehouse Delivery Worker	43

### **TRANSPORTATION SERIES**

Auto Body Specialist	52
Bus Attendant	33
Bus Driver	41
Bus Dispatcher	49
Driver Instructor	50
Fleet Parts Storekeeper	43
Heavy Duty Mechanic	52
Mechanic Leadworker	55
Service Mechanic	46
Small Engine/Equipment Mechanic	51
Van Driver	37

### **SPECIALIZED SERIES**

Senior Reprographics Technician	44
Swimming Pool Maintenance Leadworker	51
Swimming Pool Maintenance Technician	48

**GROSSMONT UNION HIGH SCHOOL DISTRICT**  
**CSEA BARGAINING UNIT II - Effective 7/1/2023**

<b>ADMINISTRATIVE SERIES</b>		<b>HEALTH &amp; SAFETY SERIES (Continued)</b>	
Administrative Assistant I	42	Lifeguard	25
Administrative Assistant II	44	Lifeguard/Swim Instructor	31
Administrative Assistant III	47	Lifeguard/Swim Instructor-Senior	35
Executive Assistant	51	Physical Therapy Specialist	62
		Risk Management Specialist	49
<b>BUSINESS SERIES</b>		<b>INSTRUCTIONAL SERIES</b>	
Account Clerk-Senior	42	Athletic Equipment Attendant	39
Accountant	56	Behavior Intervention Assistant	35
Accountant-Senior	58	Bilingual/Cross-Cultural Aide	33
Accounting Technician	45	Instructional Aide V-Adult School	33
Accounting Technician-Food Service	45	Instructional Aide V-Adult School	33
Accounting Technician-Transportation	45	Instructional Aide American Sign Lang.(Mod/Sev)	36
Accounts Payable Specialist	43	Instructional Aide III-CTE	33
Benefits Technician	45	P.E. Attendant	33
Budget Analyst	62	Special Education Aide (Mild/Moderate)	33
Budget Specialist	53	Special Education Aide (Moderate/Severe)	34
Buyer I	43	Special Education Assistive Device Aide	35
Buyer II	46	Special Education Assistive Device Aide	35
Buyer III	50		
Contract Specialist	54	<b>SPECIALIZED SERIES</b>	
Finance Technician-Adult Education	44	Braille Transcriber	42
Finance Technician-School	44	Career Services Specialist	43
Payroll Technician	47	Career Technician	39
		Certified Occupational Therapy Assistant	51
<b>CLERICAL SERIES</b>		Child Development Center Assistant I	30
Administrative Clerk	43	Child Development Center Assistant II	32
Administrative Technician	45	Child Development Center Assistant III	34
Attendance Technician	40	Community Liaison I	41
Clerk-CTE	40	Community Liaison II	43
Correctional Administrative Clerk	43	Community Liaison-Bilingual	41
Food Service Technician	42	District Translator/Interpreter (Arabic/Eng)	45
Guidance Information Specialist	44	District Translator/Interpreter (Span/Eng)	45
Library Technician	40	Dropout Prevention Specialist	44
Office Assistant	37	Employer Involvement Representative	47
Personnel Specialist I	47	Interpreter for the Deaf	64
Personnel Technician	44	Occupational Therapist	62
		Parent Facilitator (Spec. Educ.)	35
<b>FACILITIES SERIES</b>		Speech Language Pathology Assistant	51
Facilities Control Specialist	54		
Facilities Project Specialist	56	<b>TECHNOLOGY SERIES</b>	
Maintenance Support Specialist I	43	Assessment Assistant	38
Maintenance Support Specialist II	45	Assessments Technician	50
		Audio/Video Specialist	58
<b>FOOD SERVICES SERIES</b>		Business Analyst	64
Chef	58	Business Intelligence Analyst	64
Food Service Assistant I	27	Database Administrator	75
Food Service Assistant II	30	Help Desk Support Technician	51
Food Service Driver	40	Information Analyst	59
Food Service Technician	42	Microcomputer Support Technician	62
FSA/Student Store	28	Network Specialist II	64
		Programmer	56
<b>HEALTH &amp; SAFETY SERIES</b>		Programmer Analyst	64
Campus Supervisor	34	Senior Information Analyst	64
Campus Supervisor-Lead	37	Site Support Technician	46
Environmental Health and Safety Specialist	70	Special Education Data Technician	51
Health Technician-Special Education	37	Systems & Network Analyst I	70
Licensed Vocational Nurse	44	Systems & Network Analyst II	73
Licensed Vocational Nurse (ELITE)	45	Technology Specialist	57
Licensed Vocational Nurse - Floating	44		

**BARGAINING UNIT I JOB FAMILY CHART**

Position	Range
<b><u>Bus Operations</u></b>	
Driver Instructor	50
Bus Dispatcher	49
Bus Driver	41
Van Driver	37
Bus Attendant	33
<b><u>Gardeners</u></b>	
Gardener Lead	46
Gardener II	43
Gardener I	41
<b><u>Printing Operations</u></b>	
Reprographics Technician - Senior	44
Reprographics Technician	41
<b><u>Vehicle Operations</u></b>	
Mechanics Leadworker	55
Heavy Duty Mechanic	52
Service Mechanic	46
Fleet Parts Storekeeper	43
<b><u>Warehouse/Delivery</u></b>	
Storekeeper-Senior	46
Storekeeper	44
Warehouse Delivery Worker	43
Food Service Driver	40

**BARGAINING UNIT II JOB FAMILY CHART**

Position	Range
<b><u>Accounting</u></b>	
Budget Analyst	62
Accountant-Senior	58
Accountant	56
Budget Specialist	53
Accounting Technician	45
Accounting Technician-Food Services	45
Accounting Technician-Transportation	45
Accounts Payable Specialist	43
Account Clerk-Senior	42
Account Clerk	39
<b><u>Administrative/Clerical</u></b>	
Executive Assistant	51
Administrative Assistant III	47
Administrative Assistant II	44
Administrative Assistant I	42
Office Assistant	37
<b><u>Campus Supervision</u></b>	
Campus Supervisor-Lead	37
Campus Supervisor	34
<b><u>Child Development</u></b>	
Child Development Center Assistant III	34
Child Development Center Assistant II	32
Child Development Center Assistant I	30

**BARGAINING UNIT II JOB FAMILY CHART**

Position	Range
<b><u>Clerical/Adult Education</u></b>	
Administrative Clerk	43
Administrative Clerk-Correctional	43
<b><u>Clerical Statistical</u></b>	
Assessment Technician	50
Assessment Assistant	38
<b><u>Computer Systems &amp; Network</u></b>	
System & Network Analyst II	73
System & Network Analyst I	70
Network Specialist II	64
Microcomputer Support Technician	62
Technology Specialist	57
<b><u>Computer Programming</u></b>	
Database Administrator	75
Programmer Analyst	64
<b><u>Information Analyst</u></b>	
Information Analyst-Senior	64
Information Analyst	59
<b><u>Food Services</u></b>	
Food Service Assistant II	30
Food Service Assistant I	27
<b><u>Library</u></b>	
Library Technician	40
Library Assistant	34

**BARGAINING UNIT II JOB FAMILY CHART**

Position	Range
<b><u>Lifeguard</u></b>	
Lifeguard/Swim Instructor-Senior	35
Lifeguard/Swim Instructor	31
Lifeguard	25
<b><u>Nursing</u></b>	
Licensed Vocational Nurse-Elite	45
Licensed Vocational Nurse-Floating	44
Licensed Vocational Nurse	44
<b><u>Personnel</u></b>	
Personnel Specialist I	47
Personnel Technician	44
Substitute Services Technician	40
Office Assistant	37
<b><u>Purchasing</u></b>	
Buyer III	50
Buyer II	46
Buyer I	43
<b><u>Special Education</u></b>	
Behavior Intervention Assistant	35
Behavior Intervention Assistant -Itinerent	35
Special Education Aide Moderate/Severe	34
Special Education Aide Mild/Moderate	33

**APPENDIX C**  
**EVALUATION FORM**

# Report of Performance for Classified Employee

Grossmont Union High School District

Rating Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

School/Dept \_\_\_\_\_

Annual Report  
 Probationary Report  
 Special Report

NOT SATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE AVERAGE	SUPERIOR	RATING: Evaluator must check each appropriate factor in the proper column.	NOT OBSERVED
					1. Observance of Work Hours	
					2. Attendance	
					3. Safety Practices	
					4. Public Contacts	
					5. Employee Contacts	
					6. Communication	
					7. Knowledge of Work	
					8. Work Judgements	
					9. Planning and Organizing	
					10. Job Skill Level	
					11. Quality of Work	
					12. Volume of Acceptable Work	
					13. Meeting Deadlines	
					14. Accepts Responsibility	
					15. Accepts Direction	
					16. Accepts Change	
					17. Effectiveness under Stress	
					18. Appearance of Work Station	
					19. Operation/Care of Equipment	
					20. Work Coordination	
					21. Initiative	
					22. Learning Ability	
					23.	
					24.	
					← OVERALL PERFORMANCE RATING	

FOR EMPLOYEES WHO SUPERVISE OTHERS						
					25. Planning and Organizing	
					26. Scheduling and Coordinating	
					27. Training and Instruction	
					28. Productivity	
					29. Evaluating Subordinates	
					30. Judgments and Decisions	
					31. Leadership	
					32. Operational Economy	
					33. Supervisory Control	
					34. Equal Opportunity Efforts	
					35.	
					36.	

**Section A** Record job STRENGTHS and superior performance incidents:

**Section B** Record specific work performance DEFICIENCIES:

**Section C** Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period:

**Section D** Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance in personal or job qualifications:

**EVALUATOR:** I certify this report represents my best judgement

→ \_\_\_\_\_ Date \_\_\_\_\_

Evaluators Signature

Evaluators Position \_\_\_\_\_

→ \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature

Supervisor's Position \_\_\_\_\_

**EMPLOYEE** I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement with the ratings and that I have the right to attach my comments to this report before it is entered into my Personnel Department Record.

Comments attached \_\_\_ yes \_\_\_ no

I request supervisor review of assigned ratings \_\_\_ yes \_\_\_ no

→ \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature

## INSTRUCTIONS FOR PREPARING PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES

### An Evaluation Report Shall Be Completed For:

Probationary Employees	Reports to be completed at or near the second and fourth month of employment and, if necessary, a final report shortly before the completion of the probationary period.
Permanent Employees	Permanent classified employees will be evaluated as directed by the Director of Human Resources.

### The Person Making the Evaluation Report:

The ratings in this report are to be made by the supervisor immediately responsible for the employee's work.

### Definition of Columns:

Superior	Consistently competent performance at a level significantly exceeding normal standards for the position.
Above Average	Meets and generally exceeds the normal standards for the position.
Satisfactory	Consistently meets and may occasionally exceed the standards of performance expected for the position.
Needs Improvement	Work performance generally below the standard required and expected for the position.
Not Satisfactory	Performance clearly inadequate in one or more critical areas. Disciplinary action should be recommended for continued unsatisfactory work.

**Note: Ratings of "Needs Improvement" or "Not Satisfactory" must be clearly explained under section "B."**

### The Evaluator is Required To:

1. Make all evaluations in triplicate. Evaluations must be typed or legibly written in ink by the evaluator. Any section that is not completed shall be indicated as not applicable (N/A).
2. Hold a conference with the employee to:
  - a. Explain the basis for the specific evaluation
  - b. Make suggestions for changes or improvement where appropriate
  - c. Explain to probationary employee the purposes and uses of the performance evaluation report
  - d. Obtain the signature of the employee

# **APPENDIX D**

**VACATION AND LEAVE REQUEST**



# **APPENDIX E**

**DONATION**

**OF**

**SICK AND VACATION LEAVE**

GROSSMONT UNION HIGH SCHOOL DISTRICT  
Human Resources Department/Classified

Donation of Sick Leave or Vacation  
(Classified Employee)

I, \_\_\_\_\_, a regular classified employee of the Grossmont Union High School District, hereby voluntarily agree to immediately donate.

\_\_\_\_\_ Sick Leave Hours

\_\_\_\_\_ Vacation Hours

\_\_\_\_\_  
(Name of Classified Person to Receive Leave)

I understand and agree that my donation of accrued regular sick leave or vacation is an irrevocable action.

Article 2: Definitions

Catastrophic illness or injury is an injury or illness that is expected to incapacitate the unit member or member of his/her family for an extended time and which causes the unit member to exhaust all fully paid sick leave. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined. For an employee to be eligible for the catastrophic leave program, they must produce a medical verification of illness or injury.

Contract Language: Article 20 and Side Letter dated December 13, 2016

In the event of a unit member or his/her family member's catastrophic illness or injury, the Catastrophic Leave Committee may authorize other employees to voluntarily donate to that unit member **up to five (5) days** of accumulated regular sick leave or vacation.

Upon the agreement of the Catastrophic Leave Committee, bargaining unit members of associations or units other than CSEA may voluntarily donate up to five (5) days of accumulated regular sick leave or vacation. To be eligible to donate regular sick leave or vacation hours, a unit member must have an available balance of twenty or more sick days or vacation days respectively.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

*Please forward this request to Human Resources  
This form is irrevocable upon receipt.*

# **APPENDIX F**

## **GRIEVANCE FORM**

**Grossmont Union High School District**

**Formal Grievance Form**

**Far**

**California School Employees Association**

**(Please type or print)**

Grievant's Name: \_\_\_\_\_

School/Worksite: \_\_\_\_\_

Union Representative: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

Alleged Violation (Article, Section & Lines of Agreement): \_\_\_\_\_

**Nature of Grievance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resolution Sought:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Informal Level** - I certify that this grievance was discussed informally with my immediate supervisor on the date of \_\_\_\_\_ and the following decision was rendered:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deadline to Appeal to Level I: \_\_\_\_\_  
(Within ten (10) working days of receiving decision at informal level.)

Date received: \_\_\_\_\_

Deadline to Render Decision: \_\_\_\_\_

(Not more than ten (10) working days after date received.)

**LEVEL I - Immediate Supervisor**

I have investigated and/or reviewed this grievance. My decision and the reason for said decision are as follows:

---

---

---

---

---

---

---

---

Decision Transmitted to Grievant on the Date of: \_\_\_\_\_

Deadline to Appeal to Level II: \_\_\_\_\_

(Within ten (10) working days after receiving Level I decision.)

\_\_\_\_\_  
Principal/Immediate Supervisor



**LEVEL II · Principal or Division Head**

Date received: \_\_\_\_\_

Deadline to Render Decision: \_\_\_\_\_

(Not more than ten (10) working days after date received.)

I have investigated and/or reviewed this grievance. My decision and the reasons for said decision are as follows:

---

---

---

---

---

---

Decision Transmitted to Grievant on the Date of: \_\_\_\_\_

Deadline to Appeal to Level III: \_\_\_\_\_

(Within ten (10) working days after receiving Level II decision.)

\_\_\_\_\_  
Principal or Division Head

Date received: \_\_\_\_\_

Deadline to Render Decision: \_\_\_\_\_

(Within fifteen (15) working days after receiving appeal.)

**LEVEL III - Superintendent or Designee**

I have investigated and/or reviewed this grievance. My decision and the reasons for said decision are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision Transmitted to Grievant on the Date of: \_\_\_\_\_

Deadline to Appeal to Level IV: \_\_\_\_\_

(Within thirty (30) working days after receiving Level III decision.)

\_\_\_\_\_

Superintendent or Designee  
Grossmont Union High School District

---

**LEVEL IV - Binding Arbitration**

Date Grievance Submitted to Union/Association: \_\_\_\_\_

The Union/ Association has investigated this grievance and made the following determination:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Union/Assoc. Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# **APPENDIX G**

**NOTIFICATION OF PERSONAL PHYSICIAN**

## PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- on the date of your work injury you have health care coverage for injuries or illnesses that are not work related;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

### NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

**Employee: Complete this section.**

To: \_\_\_\_\_ (name of employer) If I have a work-related injury or illness, I choose to be treated by:

\_\_\_\_\_  
(name of doctor)(M.D., D.O., or medical group)

\_\_\_\_\_  
(street address, city, state, ZIP)

\_\_\_\_\_  
(telephone number)

Employee Name (please print):

\_\_\_\_\_

Employee's Address:

\_\_\_\_\_

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses:

\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Physician: I agree to this Predesignation:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Physician or Designated Employee of the Physician or Medical Group)

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

Title 8, California Code of Regulations, section 9783.

# **APPENDIX H**

**PROFESSIONAL GROWTH FORM**

**GROSSMONT UNION HIGH SCHOOL DISTRICT  
CLASSIFIED APPLICATION FOR PROFESSIONAL GROWTH CREDITS**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

SSN \_\_\_\_\_ Site \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

I hereby request approval of the following course(s) to be applied as credit toward a professional growth increment:

Exact Dates to be Taken	Course/Workshop Title or Description	College/School or Organization	Units - Sem/Qtr	Total Hours of Classroom Instruction
Explanation of Content of Course(s):				

Are you taking this course for a degree?  Yes, Major? \_\_\_\_\_  No

Was this class/workshop taken during the course of your regular workday?  Yes  No

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

**RECLASSIFICATION VERIFICATION (Human Resources Only)**

Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>	New Increment _____
Number of Hours on File _____ as of _____	Effective Date _____
Increase <input type="checkbox"/> yes <input type="checkbox"/> No	HR Initials _____ Date _____

White - Employment File  
 Yellow - Payroll  
 Pink - Human Resources (Return to Employee)  
 Goldenrod - Employee

# **CLASSIFIED PROFESSIONAL GROWTH PROGRAM**

## **OBJECTIVES OF PROGRAM**

The Governing Board recognizes that classified employees are an integral part of the Grossmont Union High School District, and that due to rapidly changing and increasingly technical and complex demands on such staff there is a defined need for continuing education. To encourage continuing education, the District agrees to recognize, through salary increments, the professional growth efforts of its classified employees.

## **COURSE CONTENT**

Professional growth may include educational activities which: increase knowledge and skills in the employee's regular assignment or enhance his/her qualifications for promotional opportunities; increase awareness and understanding of fields related to the employee's area of assignment, or result in an increased awareness of human and social factors which have application to the employee's assignment.

## **INSTITUTIONS AND COURSE CREDIT**

Credit toward professional growth increments may be earned through colleges, adult school, vocational training programs, or through attendance at special seminars or training sessions. To receive professional growth credits, all courses must be taken outside the employee's established District hours of employment, unless the Professional Growth Committee rules that special circumstances are involved. All courses must be approved by the Professional Growth Committee to count towards a professional growth salary increment.

## **PROFESSIONAL GROWTH INCREMENTS - ELIGIBILITY**

Fifteen (15) hours of class time shall equal one (1) point, and fifteen (15) points (225 hours of class time) shall entitle the employee to a twenty-five dollar (\$25) per month worked increment, provided that a grade of "C" or better is received. Pass/credit is acceptable for nongraded courses. Employees may earn up to a maximum of four (4) increments totaling one hundred dollars (\$100) per month worked. Points may be earned only for approved courses begun on or after April 1, 1986, for CSEA (Unit II); July 1, 1986, for CSEA (Unit I); December 1, 1986, for SEIU (Unit III); and increments will be prorated for part-time employees.

Upon completion of the course, it is the employee's responsibility to provide proof of completion. This proof must be sent to the Director of Human Resources for verification. Please be sure you provide an official document showing beginning and ending dates, total number of hours class met during a week, name of course, and passing grade. A copy of a transcript with the above information is acceptable.

After verification of credits by the Director of Human Resources, increments will be paid on the following month's warrant.

## **PROFESSIONAL GROWTH COMMITTEE**

A SEIU/CSEA-appointed unit employee and the Director of Human Resources shall comprise the Professional Growth Committee.

# **APPENDIX I**

**TRANSPORTATION DEPARTMENT UNIFORM PROCEDURES**

**VAN DRIVER**

**ALPINE AGREEMENT**

**LEMON GROVE AGREEMENT**

**7 HOUR SCHEDULE FOR BUS DRIVERS**

**ROUTE BIDDING**

**CLEARINGHOUSE**

**SPED DMV PULLS**

**TRANSPORTATION SETTLEMENT AGREEMENT**

## Side Letter

### TRANSPORTATION DEPARTMENT UNIFORM PROCEDURES

#### **Section 1. Bus Supplies**

The sum of one thousand dollars and two hundred and fifty dollars (\$1250) shall be allocated each fiscal year of this Agreement for the purpose of providing cleaning materials and related supplies for school buses.

#### **Section 2. Uniform Agreement**

- a. The District will provide a complete set of uniforms (shirts and pants) for each permanent bus driver, bus attendant, dispatcher and driver trainer. The allowance per employee shall be \$300 for the first year.
- b. For subsequent years of the agreement, the bus driver, bus attendant, \$200 per employee.
- c. The District shall provide shop employees with uniforms on a rental basis and industrial safety shoes or boots for the lead and heavy duty mechanics, service mechanics, auto body specialist, and materials handlers. A District hat will be provided to all shop personnel.
- d. Under provisions of this Agreement, the above job classifications must choose industrial safety shoes or boots with leather sides, steel shank, composite or steel toe, and be oil resistant. The district shall provide industrial safety shoes or boots for the lead and heavy duty mechanics, service mechanics, auto body specialist, and materials handlers. There will be a cap of \$180 per person on the allocation for safety shoes or boots. The District will open a purchase order at the chosen store for the above employees to be fitted. When shoe/boot replacement is required, employees in the above-described job classifications shall bring the shoes or boots to the Director of Transportation. The employee shall then be given a purchase order for new boots or shoes. Subject to approval from the Director of Transportation, the employee may also purchase shoes and be reimbursed.
- e. The District shall provide bus drivers, bus attendants, dispatchers, and driver trainers with two (2) jackets with logo, one for summer and one for winter. This is not part of the uniform allowance. Jacket replacements will be on an individual basis through management.

- f. The District will provide repair facility personnel with one jacket with logo.
- g. The District shall make arrangements with a vendor to fit drivers and attendants at the Transportation Department. Any employee missing their fitting appointment shall make arrangements for fitting on their own time. If the employee loses or gains weight, they shall have the responsibility for replacement and/or alterations. The District, however, shall place an additional \$1500 in the existing uniform funding pool to be used by employees needing non-standard uniforms. This funding will enable all employees to maintain the allotted number of uniforms without personal out-of-pocket expense. These additional uniform expenses will be approved by a supervisor/manger.
- h. All uniforms or safety shoe damages must be reported to the manager the day the damage occurred.
- i. The Uniform Committee shall participate in vendor selection for the purchase of uniforms to ensure quality of service materials.
- j. Yearly uniform allowances for the term of the Agreement shall be dispersed in September of each school year.
- k. Uniform pants or shorts purchased by the employee, and approved by the Director of Transportation and/or the Bus Driver Supervisor, shall be reimbursed by the District as part of the yearly uniform allowance.

**Memorandum of Understanding between the  
Grossmont Union High School District and the  
California School Employees Association and its  
Grossmont Chapter #443**

**June 7, 2022**

**Van Driver**

The District currently utilizes District vehicles (other than buses) in the Transportation Department to transport students during the school day for trips that are part of the student curriculum, including various incentives and community based instruction.

There is a long-standing practice of Transportation employees utilizing vehicles to transport students. Bargaining unit members who wish to operate District vehicles must allow the Transportation Department to do a "pull notice" on their driver's license to assure that there is nothing adverse in their driving record. No bargaining unit member may operate a District vehicle until the "pull notice" has been received by the Transportation Department.

The District intends to add a Van Driver position to take on some of these responsibilities. Currently, the Transportation Department has no need to purchase additional vans and will continue to use only vans that accommodate eight (8) passengers. If additional van routes are needed, the District will notify CSEA.

If a student riding in a District vehicle/van has a 1:1 classroom aide, the 1:1 aide shall accompany said student while riding in a District vehicle/van.

Bargaining unit members who operate District owned vehicles/vans will be protected from liability for performing driving duties in accordance with District policy.

1. The District and CSEA:

a. Agree to the new classification:

i. Van Driver

1. Department — Transportation
2. Job Duties (see attached)
3. Range 37
4. 183-day work calendar.

2. The Transportation Department:

- a. Van routes will be posted and bid for separate from bus routes;
- b. Will ensure van routes will be a minimum of hour (4) hours;
- c. Will ensure van routes do not include extra-curricular trips/activities;
- d. Will ensure vans will only be used in situations where the use of a bus is either impossible or impractical.

3. Bus Drivers:

- a. May drive a van route for extra hours;
- b. Will receive their regular hourly pay when driving a van.

4. Bus Attendants:

- a. In the event they are substituting for a Van Driver, they will receive the Van Driver range on the salary schedule and their current step in their Bus Attendant position, as their hourly rate.

This section (Van Driver) shall remain in effect from year to year unless otherwise negotiated as requested by either party and is grievable per Article 6, of the collective bargaining agreement.

**Side Letter of Agreement between  
Grossmont Union High School District and  
California School Employee Association and its Grossmont High Chapter #443**

Impacts and Effects of GUHSD Transportation Agreement with the Alpine Union School District

**October 30, 2024**

The Grossmont Union High School District (GUHSD) has drafted and intends to enter into a one-year business agreement with the Alpine Union School District (AUSD) to manage the AUSD Transportation Department and coordinate AUSD employees transporting AUSD students under the management of GUHSD Transportation Supervisory staff. The California School Employee Association and its Grossmont Union Chapter #443 (CSEA) agree to the following provisions to address the impacts and effects to CSEA bargaining unit members' wages, hours, and working conditions resulting from the one-year agreement between the GUHSD and the AUSD Transportation Departments. Any Changes to the business agreement will be provided to CSEA in order to identify new negotiable impacts and effects resulting from revisions to the GUHSD/AUSD business agreement.

1. The Transportation of GUHSD students will be provided by GUHSD staff and the Transportation of AUSD students will be provided by AUSD staff, although one GUHSD bus will be used to transport AUSD students. There may be instances where coverage for absent personnel might be needed. If the need for such work arises, employees from either GUHSD or AUSD may perform work in the other District. There may be instances where vacancies may occur in the AUSD which may be offered through the bid process to CSEA members. When CSEA members are covering for absent personnel or if a CSEA unit member bids and receives AUSD work on a regular basis the work will be performed in accordance with the provisions of the CSEA/GHUSD Collective Bargaining Agreement and this Side Letter.
2. The current Collective Bargaining Agreement between the GUHSD and CSEA will be adhered to for CSEA unit members and existing protections under the Education Employment Relations Act (EERA) and the California Education Code will be enforced with regard to the implementation of the GHUSD/AUSD agreement.
3. The GUHSD CSEA staff will have first priority to GUHSD work. Work assigned to AUSD staff will not result in the loss of work that is traditionally performed by CSEA bargaining unit members.
  - a. Any blended routes that contain both AUSD and GUHSD students that are transported to non-AUSD schools will be staffed by CSEA unit members.
4. Any GUHSD work, prior to being assigned to AUSD employees, will be offered to the appropriate CSEA unit members as outlined in Article 15, Transportation, Section 11 and Section 12 and all relevant provisions of the Collective Bargaining Agreement with the following exception:
  - a. After work is offered to CSEA unit members, work may then be offered to AUSD employees prior to substitute employees.

LRR:



CH #443:



GHUSD:



5. CSEA unit members have first priority to receive GUHSD work on the Extra Work/Holiday or Overtime sign up lists, and work on such lists will only be offered to AUSD staff when no CSEA unit member is available to perform an assignment.
6. All CSEA unit members will be provided training refreshers for material specific to mandates and procedures for preschool and K-8 Transportation. For matters related to District processes and procedures, CSEA unit members will not be held responsible for AUSD policies and procedures, unless those policies and procedures have been explained to the CSEA employee and provided to them.
7. It is acknowledged that the AUSD and GUHSD student calendars have distinct work days, holidays, and non-work days for the 2024-2025 school years. No CSEA unit member will suffer a reduction in work year as a result. GUHSD drivers that may bid or be assigned to AUSD routes will work with the Transportation Department Management in the same manner as calendar issues are addressed for non-public and Charter school calendars.
8. Seniority will not be accrued by AUSD staff in GUHSD for work-performed under this agreement, nor will AUSD employees' Alpine seniority be converted to GUHSD seniority during the term of this Agreement.
9. Disputes arising from the implementation of this agreement are grievable and will be processed in accordance with the Grievance Procedure outlined in the Collective Bargaining Agreement.
10. When the Business Agreement referenced above between AUSD and GUHSD is finalized, it will be incorporated into this side letter as Exhibit A.
11. In the event that the agreement between AUSD and GUHSD is extended, GUHSD and CSEA shall meet to review this agreement and see if there are any additional negotiable impacts.
12. The agreement will expire on June 30, 2025

For CSEA:




David Golden, President  
CSEA Chapter #443

For GHUSD:



Dr. Bobbi Burkett, Assistant Superintendent HR  
Grossmont Union High School District



Ramon Gomez, Labor Relations Representative  
California School Employee Association

LRR:



CH #443:



GHUSD:



**Side Letter of Agreement between  
Grossmont Union High School District and  
California School Employee Association and its Grossmont High Chapter #443**


Impacts and Effects of GUHSD Transportation Agreement with the Lemon Grove School District

**October 30, 2024**

The Grossmont Union High School District (GUHSD) as drafted and intends to enter into a one-year business agreement with the Lemon Grove School District (LGSD) to manage the LGSD Transportation Department and coordinate LGSD employees transporting LGSD students under the management of GUHSD Transportation Supervisory staff. The California School Employee Association and its Grossmont Union Chapter #443 (CSEA) agree to the following provisions to address the impacts and effects to CSEA bargaining unit members' wages, hours, and working conditions resulting from the one-year agreement between the GUHSD and the LGSD Transportation Departments. Any Changes to the business agreement will be provided to CSEA in order to identify new negotiable impacts and effects resulting from revisions to the GUHSD/LGSD business agreement.

1. The transportation of GUHSD students will be provided by GUHSD staff and the transportation of LGSD students will be provided by LGSD staff. There may be instances where coverage for absent personnel might be needed. If the need for such work arises, employees from either the GUHSD or LGSD may be performing work in the other respective district.
2. The current Collective Bargaining Agreement between the GUHSD and CSEA will be adhered to for CSEA unit members and existing protections under the Education Employment Relations Act (EERA) and the California Education Code will be enforced with regard to the implementation of the GUHSD/LGSD on-loan agreement.
3. The GUHSD CSEA staff will have first priority to GUHSD work. Work assigned to LGSD staff will not result in the loss of work that is traditionally performed by CSEA bargaining unit members.
  - a. A blended route that contains both LGSD and GUHSD students that are transported to non-LGSD schools will be staffed with GUHSD unit members.
4. Increases to workload of CSEA unit members will be monitored closely and the parties will meet every other month to review and address issues that may arise due to increased workloads.
5. Any GUHSD work, prior to being assigned to LGSD employees, will be offered to appropriate CSEA unit members as outlined in Article 15, Transportation, Section's 11 and 12 and all relevant provisions of the Collective Bargaining Agreement with the following exception:
  - a. After work is offered to CSEA unit members, work may then be offered to LGSD employees prior to substitute employees.
6. CSEA unit members have first priority to receive work on the Extra Work/Holiday or Overtime sign up lists, and work on such lists will only be offered to LGSD staff when no permanent unit member is available to perform an assignment.

LRR: 

CH #443: 

GHUSD: 

7. All CSEA unit members will be provided training refreshers for material specific to mandates and procedures for preschool and K-8 transportation. For matters related to LGSD processes and procedures, CSEA unit members will not be held responsible for the following LGSD policies and procedures, unless a copy of those policies and procedures have been explained to the CSEA employee and provided to them.
8. It is acknowledged that the LGSD and GUHSD student calendars have distinct workdays, holidays, and non-workdays for the 2024/2025 school year. No CSEA unit member will suffer a reduction in work year as a result. The GUHSD drivers who may bid or be assigned to LGSD routes will work with the Transportation Department Management in the same manner as calendar issues are addressed for non-public and Charter school calendars.
9. Seniority will not be accrued by LGSD staff in the GUHSD for work performed under this agreement, nor will LGSD employees' LGSD seniority be converted to GUHSD seniority during the term of this agreement.
10. Disputes arising from the implementation of this agreement are grievable and will be processed in accordance with the Grievance Procedures outline in the Collective Bargaining Agreement.
11. The agreement will expire on June 30, 2024

For CSEA:

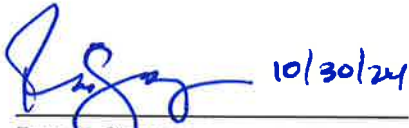


David Golden  
CSEA Chapter #443

For GHUSD:



Dr. Bobbi Burkett, Assistant Superintendent HR  
Grossmont Union High School District



Ramon Gomez, Labor Relations Representative  
California School Employee Association

LRR:



CH #443:



GHUSD:



**Memorandum of Understanding between the  
Grossmont Union High School District and the  
California School Employees Association and its Grossmont Chapter #443**

June 7, 2022

This Memorandum of Understanding (“MOU”) between the Grossmont Union High School District (“District”) and the California School Employees Association and its Grossmont Chapter #443 (“CSEA”) address outstanding concerns for both the CSEA bargaining unit and the District.

Accordingly, the parties agree as follows:

**7-Hour Schedule Bus Drivers**

Upon ratification of the following sections of this agreement:

1. The new classification of Van Driver and its terms (see below);
2. The new classification of Facilities Control Specialist (see below);
3. The Impacts and Effects negotiations regarding the implementation of HPE Greenlake within the District’s ETS Department (see below)

When the aforementioned agreement(s) are ratified by the Chapter, then the District agrees to the following:

1. That effective July 1, 2022, and during the term of this MOU, Article 15, Section 2 of the collective bargaining agreement shall be revised as follows:

Section 2. Route Bidding Procedures

All regular bus routes and shuttles for bus drivers and attendants shall be bid in accordance with the seniority system established above with the exception of student IEP mandates. Bidding on bus routes and shuttles shall occur once a year during the first six weeks after the start of school designated by the negotiated Grossmont Union High School District calendar. Prior to conducting the actual bidding, routes shall be posted in the transportation department for a period of not less than five (5) workdays. All bus drivers will be guaranteed a minimum of ~~six (6)~~ **seven (7)** hours and bus attendants guaranteed a minimum of four (4) hours. Shuttles that occur three (3) days or more a week will be added to regular bus routes prior to being posted for bidding in accord with this section. The work of transporting students during holidays or during traditional regular school breaks will be offered to unit members in accordance with seniority. [THE REMAINDER OF ARTICLE 15, Section 2 WILL REMAIN UNCHANGED.]

Upon the expiration of this MOU, the language in Article 15, Section 2 will revert to the language in the Collective Bargaining Agreement (exemption in section 2 of this section of the agreement).

2. Around March 2023, both parties agree to meet and negotiate a potential continuance. If a continuance is not reached, this section will expire June 30, 2023.

**Memorandum of Understanding  
By and Between  
California School Employees Association (CSEA) and its Chapter 443  
And the Grossmont Union High School District (District)**

**March 23, 2023**

**Route Bidding**

Effective July 1, 2023, and during the term of this MOU, article 15, Section 2, of the Collective Bargaining Unit Agreement shall be revised as follows:

**Section 2. Route Bidding Procedures**

A. All regular bus routes and shuttles for bus drivers and attendants shall be bid in accordance with the seniority system established above with the exception of student IEP mandates. Bidding on bus routes and shuttles shall occur once a year during the first six (6) weeks after the start of school designated by the negotiated Grossmont Union High School District calendar. Prior to conducting the actual bidding, routes shall be posted in the transportation department for a period of not less than five (5) workdays. All bus drives will be guaranteed a minimum of ~~six~~ ~~(6)~~ seven (7) hours and bus attendants guaranteed a minimum of four (4) hours.


Shuttles that occur three (3) days or more a week will be added to regular bus routes prior to being posted for bidding in accord with this section.


The work of transporting students during holidays or during traditional regular school breaks will be offered to unit members in accordance with seniority.

[THE REMAINDER OF ARTICLE 15, SECTION 2, SHALL REMAIN UNCHANGED.]

This MOU shall expire June 30, 2024. The parties agree to negotiate the incorporation of these provisions into the next successor agreement.

  
\_\_\_\_\_  
Dr. Randy Montesanto, Director, Human Resources

  
\_\_\_\_\_  
David Golden, CSEA President

  
\_\_\_\_\_  
Kyler T. Miller, Labor Relations Representative

3/23/23  
Date

3/23/23  
Date

03.27.23  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
GROSSMONT UNION HIGH SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS GROSSMONT UNION  
CHAPTER #443**

**March 23, 2023**

**Clearing House Form for Transportation**

This Memorandum of Understanding ("MOU") is agreed between the Grossmont Union High School District ("District") and the California School Employees Association and its Grossmont Union Chapter #443 ("CSEA") concerning the clearing house utilized for transportation.

CSEA acknowledges the requirement from the Department of Transportation under the Federal Motor Carrier Safety Administration (FMCSA) as required by the Code of Federal Regulations (CFR) 382.413(b) to process annual queries (CFR 382.701(b)) and that the bargaining unit member must provide consent to process the annual queries (CFR 382.703).

CSEA acknowledges that the District may not permit a driver to perform safety-sensitive functions without the annual query (CFR 382.703(c)).

While the information provided by employees must be provided to the appropriate regulatory agencies, the District shall use reasonable efforts to maintain the confidentiality of the information provided.

This MOU will be placed into the appendices of the Collective Bargaining Agreement.

This agreement is subject to both parties' internal approval process.

  
\_\_\_\_\_  
Dr. Randy Montesanto, Director, Human Resources

  
\_\_\_\_\_  
David Golden, CSEA President

  
\_\_\_\_\_  
Kyler T. Miller, Labor Relations Representative

3/23/23  
\_\_\_\_\_  
Date

3/23/23  
\_\_\_\_\_  
Date

03.27.23  
\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE GROSSMONT UNION HIGH SCHOOL DISTRICT  
AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CHAPTER 443

January 14, 2015

The District currently utilizes District vehicles in the Special Education Department to transport students during the school day for trips that are part of the student curriculum, including various incentives and community based instruction.

There is a long-standing practice of Special Education Department employees utilizing vehicles to transport students. Bargaining unit members who wish to operate District vehicles must allow the Transportation department to do a "pull notice" on their driver's license to assure that there is nothing adverse in their driving record. No bargaining unit member may operate a District vehicle until the "pull notice" has been received by the Transportation Department.

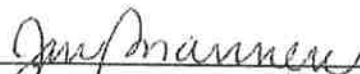
The District does not intend to utilize District vehicles in the Special Education Department for purposes beyond the current practice of curricular activities, various incentives, and community based instruction. Fluctuations in attendance/program participation may increase/decrease the use of District vehicles. Currently, there are a total of nine (9) District vehicles being used throughout the District within the Special Education Department.

The transportation of students by classified Special Education bargaining unit members shall not be mandatory. If a student riding in a District vehicle has a 1:1 classroom aide, the 1:1 aide shall accompany said student while riding in a District vehicle.


Bargaining unit members who operate District owned vehicles will be protected from liability for performing driving duties in accordance with District policy AR 3541.1

The Agreement only applies to the use of District vehicles in the Special Education Department.

This Agreement shall resolve Unfair Practice Charge # LA-CE-5849-E, and CSEA agrees to dismiss the UPC with prejudice upon the approval of this Agreement.

  
\_\_\_\_\_  
Jan Brannen, Director, Human Resources, GUHSD

1/14/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ron Carper, Vice President, CSEA

1/14/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Carla Gomez, Labor Relations Representative

1/14/15  
\_\_\_\_\_  
Date

**Settlement Agreement**  
**Between**  
**California School Employees Association and its Grossmont Chapter #443**  
**And the Grossmont Union High School District**

**September 18, 2024**

**On-Call Transportation Grievance**

This Settlement Agreement is entered into by and between the Grossmont Union High School District ("District") and the California School Employees Association, and its Chapter 443 ("CSEA"), to resolve the On-Call Grievance filed by CSEA on behalf of its bargaining unit members.

**Terms of the Settlement:**

**1. Recognition of Contract Language:**

The District agrees to fully honor the language outlined in Article 8, Section 15 of the Collective Bargaining Agreement. Specifically, when an employee is requested to remain available to perform work, the District will compensate the employee for a minimum of four (4) hours for when employee is on call, as stipulated in the contract. In addition, utilization of Mechanics to include

- If breakdown and its after work (Call Back - 2 hours)
- If breakdown and its on weekend, it would be Call In (4 hours)
- Or On Call (minimum of 4 hours)

**2. Compensation for Hours Worked**

Employees affected by this grievance who were not compensated according to the contractual terms will receive corrected back pay for all hours worked as per the contract. This back pay will be calculated based on the difference between what was paid and what should have been paid from September 2022 - September 2024 under Article 8, Section 15.

**3. Issuance of Back Pay / Compensation Amount Capped**

The District agrees to issue the corrected back pay in a separate check as soon as practicable but no later than the January pay period. This document finalizes the grievance settlement regarding the application of Article 8, Section 15, and the compensation for on-call hours, with a total settlement amount capped at \$75,000.

**4. Rotation of Time**

Rotate on call time so all employees/unit members have equal distribution of opportunities for Call In, Call Back, or On Call time.

**5. New Position Option**

Convert a dispatcher to Tuesday thru Saturday upon vacancy or if there is current interest.

**6. Development of List**

Transportation management team will develop a call in and call back list in order of seniority for dispatchers and mechanics.

**7. Communication with Transportation Staff**

Asst Superintendent, Human Resources - will come down and support the conversation with the transportation department.

**8. Arbitration Cancellation Agreement**

The District will pay the Arbitration Cancellation fee of \$1200.00

**9. Non-Precedent Setting**

This settlement is not intended to set a precedent for future cases or interpretations of the Collective Bargaining Agreement but is a resolution specific to this grievance.

By signing below, the parties acknowledge that this agreement resolves the On-Call Grievance to the mutual satisfaction of both the District and CSEA, Chapter 443.

Dr. Bobbi Burkett 9/18/24  
Assistant Superintendent, Human Resources,  
Dr. Bobbi Burkett

[Signature]  
CSEA #443 President, Dave Golden

[Signature] 9/18/24  
CSEA Labor Relations Representative,  
Ramon Gomez

# **APPENDIX J**

**FOOD SERVICES UNIFORMS**

## Side Letter

### FOOD SERVICES UNIFORMS

**Section 1:** Subject to the provisions of Section 2, below, the following program for Food Services uniforms shall be implemented with the beginning of the 1998-99 school year:

- A. Each employee who has a regular assignment of four (4) or more hours per day shall receive five (5) tops, five (5) slacks, and five (5) aprons. One replacement top, slacks, and apron will be allowed each school year.
- B. Each employee who has a regular assignment of less than four (4) hours per day shall receive three (3) tops, three (3) slacks, and three (3) aprons. One replacement top, slacks, and apron will be allowed each school year.

**Section 2:** Each year, for the Food Services uniforms procedure to be operable, the following conditions must be met:

- A. The Food Services Department must have completed the prior school year in a position of having earned a profit.
- B. The retained earnings of the Food Services Department must be at least three percent (3%) of revenue achieved.
- C. If conditions "A" and "B" above, are met, a maximum of fifteen thousand dollars (\$15,000) will be spent in uniforms the following fiscal year.

**APPENDIX K**  
**REQUEST FOR**  
**VOLUNTEER SERVICES**

**GROSSMONT UNION HIGH SCHOOL DISTRICT**  
**Request for Volunteer Services**  
**(Nonclassroom Activity)**

Request No. \_\_\_\_\_  
(To be filled in by Maintenance Dept.)

**Instructions:** Please complete this form for all non-classroom volunteer projects and submit to Manager of School Facilities. If necessary, provide additional details on reverse side of form. Contact Manager, Maintenance Services, at 644-8169, if you have any questions.

Description/Scope of Project: \_\_\_\_\_  
\_\_\_\_\_

Date of Scheduled Project Completion: \_\_\_\_\_

Volunteer Responsible for Project: Name: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_

Contractor(s), if any Involved: \_\_\_\_\_ Contractor's License Number: \_\_\_\_\_  
\_\_\_\_\_

Amount to be Paid to Contractor: \$ \_\_\_\_\_  
Cost of Material(s): \$ \_\_\_\_\_  
Equipment to be Used: \_\_\_\_\_  
Inspection Required? \_\_\_\_\_

Volunteers Working on Project:	Phone Number:
_____	_____
_____	_____
_____	_____
_____	_____

If trenching, indicate depth of trench: \_\_\_\_\_  
Have utilities in area been located? \_\_\_\_\_

**PLEASE NOTE:** It is against District operating procedures to undertake a volunteer project without formal approval.

_____	_____	_____
Name of Person Requesting Approval	Signature of Person Requesting Approval	Date

**APPROVED:**  
Mgr., School Facilities: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
Mgr., Maintenance Services: \_\_\_\_\_ Date: \_\_\_\_\_

**DISAPPROVED:**  
Mgr., Maintenance Services: \_\_\_\_\_ Date: \_\_\_\_\_

(A copy of approved projects are to be forwarded to CSEA by the Manager, Maintenance Services)

# **APPENDIX L**

**SIDE LETTERS OF AGREEMENT  
MOU'S  
SUPPLEMENTAL DOCUMENTS**

**AB119  
BILINGUAL STIPEND MOU  
CAREER TECHNICIAN I & E  
GARDENER MOU  
HPE GREENLAKE I & E  
INSIGHTS INTO BEHAVIOR  
INTERVENER  
PATERNAL LEAVE TA  
PERS UNIFORMS  
SUICIDE PREVENTION  
SUMMER ASSISTANCE (CSESAP)  
VIDEO MONITORING MOU**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its  
CHAPTER # 443**

**Memorandum of Understanding  
(AB 119)**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Grossmont Union High School District (hereinafter, "District") and the California School Employees Association and its Chapter #443 (hereinafter, "CSEA")

**1. DISTRICT NOTICE TO CSEA OF NEW HIRE ORIENTATIONS**

- a. CSEA shall receive not less than ten (10) days' notice in advance of orientation, except that a shorter notice may be provided in specific instances where there is an urgent need critical to the District's operations that were not reasonably foreseeable.
- b. The Chapter President or designee shall have the right to attend all new employee orientation meetings. The CSEA Labor Relations Representative may also attend.

**2. EMPLOYEE INFORMATION**

- a. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.
- b. The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, within 30 days of the date of hire or by the first pay period of the month following. This contact information shall include the following items, with each field in its own column:
  - i. First Name;
  - ii. Middle Initial;
  - iii. Last Name;
  - iv. Suffix (e.g. Jr., III);
  - v. Job Title / Classification;
  - vi. Department;
  - vii. Primary Worksite Name;
  - viii. Work Telephone Number;
  - ix. Home Street Address (Incl. Apartment #);

- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee;
- xvi. Birth Date;
- xvii. Employee ID;
- xviii. CalPERS Status;
- xix. Hire Date;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members' names and contact information above on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Work Telephone Number;
- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee;
- xvi. Birth Date;
- xvii. Employee ID;
- xviii. CalPERS Status;
- xix. Hire Date;

### 3. NEW EMPLOYEE ON-BOARDING

The District shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired employee. The District shall provide a copy of completed membership applications to the

CSEA President or designee. CSEA shall provide copies of all CSEA literature/membership applications to be included in the orientation packet to the District.

**4. GRIEVANCE PROCEDURE**

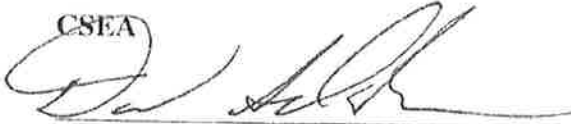

a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:

i. Only CSEA can grieve this agreement.


**5. DURATION**

a. This agreement shall become effective September 30, 2017, and shall continue in effect up to and including June 30, 2020, and renew automatically if not reopened in writing by either party prior to renewal.

Signed this 22<sup>nd</sup> day of September, 2017.

CSEA  
  
  
CSEA

DISTRICT

  
Asst. Supt. HR

**Memorandum of Understanding  
Between the  
The Grossmont Union High School District (GUHSD) and the  
California School Employees Association and its Chapter 443 (CSEA)**

**Bilingual Stipend**

**May 26<sup>th</sup>, 2021**

The Grossmont Union High School District (District) and the California School Employees Association and its Grossmont High School District Chapter #443 (CSEA) agree to the following Memorandum of Understanding (MOU) regarding the establishment of a stipend for Bilingual Assistance from bargaining unit members who will receive training and provide service to students, parents, teachers, and staff as determined by the application and testing process.

It is understood that the District has a need for employees who have bilingual skills. It is further understood that, should an employee utilize these skills to provide service to students, parents, teachers and staff, the employee should be compensated for the additional duties.

An employee receiving a bilingual stipend shall receive \$100 dollars per month for each month spent providing bilingual assistance, up to \$1,200 for the year.

Effective July 1, 2021, the District will recruit bargaining unit members to perform their bilingual skills and receive a stipend. The recruitment shall be limited to internal applicants only.

The District will post, interview, and select bargaining unit members to determine who will receive the Bilingual Assistance Stipend. Those who are selected to interview shall be tested for the skills, abilities and knowledge needed to perform this service. Also all bargaining unit members selected will be provided training with regard to expectations, and needs, and will be paid at their current rate of pay for said training, if it is not scheduled within their workday.

The duties expected of stipend recipients include, but are not limited to:

- All instances whereby the bargaining unit member is called upon to use their skills, knowledge and abilities for bilingual assistance at the site or informed they are on call.
- Serve as a resource to other staff on issues related to working with bilingual students as determined and assigned by site administration.


Both parties agree this service will in no way replace the positions of BCCA, Translators or any other bilingual positions.

It is expressly understood that the District has the management right to add or reduce the number of individuals receiving the stipend in accordance with law.


This MOU shall be incorporated into the collective bargaining agreement during the next successor negotiations.


Signed on this date: 05/27/21

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Terry Stanfill, Assistant Superintendent  
Human Resources

**CSEA GROSSMONT CHAPTER 443:**

  
\_\_\_\_\_  
Petr Svoboda, President  
CSEA, Grossmont Chapter 443

  
\_\_\_\_\_  
Kyler Miller, Labor Relations Representative  
California School Employees Association

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GROSSMONT UNION HIGH SCHOOL DISTRICT AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS GROSSMONT HIGH CHAPTER #443**

02/22/2022

**Impacts and Effects of Redistribution of Career Technician Hours**

The Grossmont Union High School District (District) and the California School Employees Association and its Grossmont High Chapter #443 (CSEA) agree to the following Memorandum of Understanding (MOU) regarding the impacts and effects of the redistribution of hours of a recently vacated career technicians position.

In December 2021, A Career Technician within the Special Education Department vacated their eight (8) hour position. There exist four (4) other career technicians within the department who all are six (6) hours per day. In-lieu of replacing the position with another person, both parties agree to redistribute the hours to the existing four (4) other career technicians. Three (3) of the Career Technicians will be allocated two (2) hours a piece to make them eight (8) hour a day employees. The fourth (4) will be allocated one (1) hour to make them seven (7) hour a day employee.

This would leave an extra hour (1) of redistribution that has not been accounted for. If at any time the seven (7) hour employee wishes be allocated the additional hour, they will put in a request to the Director of Human Resources and shall be moved to eight (8) hours a day. If the position becomes vacant, the position will be automatically recruited for an eight (8) hour position.

Disputes arising from the implementation of this agreement are grievable and will be processed in accordance with the grievance procedures outlined in the collective bargaining agreement.

Date: 2/24/2022

For CSEA:



Maribeth Bostick, President  
Grossmont Chapter #443



0042CA52C8FA40D...  
Kyler Miller, Labor Relations Representative  
California School Employees Association

For the District:



Terry Stanfill, Assistant Superintendent HR  
Grossmont Union High School District

**Side Letter of Agreement Between  
Grossmont Union High School District and CSEA Chapter #443  
Gardener II Position**

February 25, 2020

AGREEMENT

The Grossmont Union High School District (District) and the California School Employees Association Chapter #443 (CSEA) hereby agree to the following:

1. The former District Gardener position shall be retitled to a Gardener II position, at range 43. A copy of the Job Description is attached to this Agreement and incorporated by reference. This position **REQUIRES** a Class A License (CDL). All Gardeners who are employed by the District as of the time of the execution of this agreement shall be retitled Gardner IIs effective within 60 days of the execution of this agreement.
2. The District shall create a Gardener I position, at range 41. A copy of the Job Description is attached to this Agreement and incorporated by reference. This position **DOES NOT REQUIRE** a Class A License (CDL).
3. New employees into the Gardener I or II classifications shall be placed based upon whether they possess a Class A License (CDL).
4. If an employee is hired as a Gardener I and subsequently obtains his/her Class A License (CDL), he/she shall promote to a Gardener II position within thirty (30) days of the District receiving notice of the Class A License (CDL).
5. If the employee serving as a Gardener II is unable to renew or otherwise loses their Class A License (CDL), that employee shall be reclassified downward to a Gardener I. The District shall provide the employee with sixty (60) days' notice of the downward reclassification.
6. No party hereto shall cite this Side Letter of Agreement or its terms as past practice for any purpose in the future, except to the extent necessary to enforce the terms and conditions set forth in this Side Letter of Agreement.

**FOR THE DISTRICT:**



Randy Montessanto  
Director, Human Resources

**CSEA GROSSMONT CHAPTER 443:**



Erin Newkirk  
#443 Chapter President

**Memorandum of Understanding between the  
Grossmont Union High School District and the  
California School Employees Association and its Grossmont  
Chapter #443**

June 7, 2022

This Memorandum of Understanding ("MOU") between the Grossmont Union High School District ("District") and the California School Employees Association and its Grossmont Chapter #443 ("CSEA") address outstanding concerns for both the CSEA bargaining unit and the District.

Accordingly, the parties agree as follows:

**IMPACTS AND EFFECTS OF HPE GREENLAKE**

Both parties have met and negotiated the impacts and effects of the implementation of the HPE Greenlake IT/IS services and its impacts on the following classifications:

1. Systems/Network Analyst I
2. System/Network Analyst II
3. Database Administrator

No individual within the three classifications listed will suffer any loss of pay or hours associated with the implementation of HPE Greenlake and the District. Further, the District, CSEA and the ETS leadership team will come together after implementation to discuss additional duties and/or general work which may include reclassification, training, and/or other terms and conditions of employment associated within the ETS Department.

The impacts and effects were deemed reasonable by both parties and the issue is considered settled. If further impacts going beyond what is contained within the attached documents are identified, either party may request to negotiate those identified impacts and effects.

The parties agree that nothing in this agreement shall be construed as limiting any rights of either party otherwise retained under the provisions of the Educational Employment Relations Act, and is subject to both parties internal approval processes.

*(Sections were removed for placement in the appendices. Please note, the final agreement contained additional information and employee responsibilities which may be needed as a reference in the future.)*

**California School Employees Association  
& its Grossmont Union Chapter #443 (CSEA)**

**Proposal to Grossmont Union High School District (District)  
Insights into Behavior Training**

**September 3, 2020**

---

This memorandum of Understanding (MOU) is entered into by and between the Grossmont Union High School District (District) and the California School Employees Association and its Grossmont Union Chapter #443 (CSEA). The District and CSEA are referred to collectively herein as the Parties. Unless stipulated below, all terms of the current CBA between the parties remain in effect.

The District would like to implement a novel professional development training program for the Special Education Aides, Behavior Intervention Assistants, Transportation Department, or other bargaining unit members as deemed necessary. The District will communicate all classifications designated to complete the training to CSEA. The program "Insights into Behavior" shall be used to foster skills of bargaining unit members. The District will support individual members who are having difficulty completing the training. No employee will be disciplined as a result of needing additional assistance in completing the training.

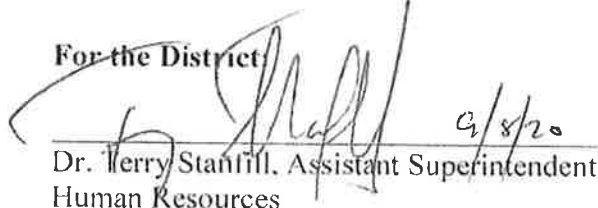
This MOU is non-precedent setting for either party and at no time waives their rights to EERA.

**For CSEA:**

 9/8/20

Erin Newkirk, President  
Grossmont Chapter 443

**For the District**

 9/8/20

Dr. Terry Stanfill, Assistant Superintendent  
Human Resources



Kyler Miller, Labor Relations Rep.  
California School Employees Association

## **Memorandum of Understanding**

### **Intervener Differential**

**April 14, 2014**

The Grossmont Union High School District (District) and the California School Employees Association and its Grossmont High School District Chapter #443 (CSEA) agree to the following Memorandum of Understanding (MOU) regarding the establishment of a differential for Special Education Aides who will receive training and provide service to deaf/blind students as determined by a student's Individual Education Plan.

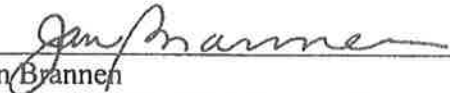
1. It is understood that the District has a need for employees who have received "Intervener Module" Training<sup>1</sup> to provide service to deaf-blind students. It is further understood that, should an employee utilize this training to provide service to deaf/blind students, the employee should be compensated for the additional duties.
2. Effective immediately, the District will recruit two Special Education Aides to perform Intervener duties and receive the differential. The recruitment shall be to both internal and external applicants, but in order to be considered for employment, an outside applicant must have already completed Intervener Module Training or similar training.
3. The District will select two employees to receive the Intervener differential, and two employees to be trained for substitute duties. All will be provided "Intervener Module Training" and will be paid at their current rate of pay for said training.
4. Upon completion of Intervener Module Training, the Intervener differential recipients shall be eligible to provide services to deaf-blind students. If they are assigned a deaf/blind student, the differential recipient shall be paid an additional 5% of their base salary during the time they provide services to the deaf/blind student.
5. The duties expected of Intervener differential recipients include, but are not limited to:
  - All duties listed in the current job description of Special Education Aide.
  - Work one to one on an on-going basis with the student who is deaf/blind while the student attends school.
  - Assist the student in gaining access to the curriculum and the school by communicating visual and auditory information within the environment.
  - Participate in IEP meetings
  - Serve as a resource to other staff on issues related to working with deaf/blindness.

---


<sup>1</sup> All references to Intervener Module Training shall include similar trainings irrespective of title


6. It is expressly understood that the District has the management right to reduce the number of individuals receiving the Intervener differential in accordance with law, however, employees who are not receiving the pay differential will not perform duties or be responsible for students needs as listed above.

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Jan Brannen  
Director of Classified Human Resources

**CSEA GROSSMONT CHAPTER 443:**

  
\_\_\_\_\_  
David Golden  
#443 Chapter President

  
\_\_\_\_\_  
Carla Gomez  
CSEA Labor Relations Representative

Supplemental Tentative Agreement

Between the

Grossmont Union High School District  
and the

California School Employees Association and its Chapter #443

August 16, 2023

On August 2, 2023, the District and CSEA reached a tentative agreement on the following articles. Subsequent to that agreement, the parties have agreed to additional contract language as is set forth below:

The following language will be added to Article 20 (Leaves), Section 10 (Pregnancy and Child Care Leaves)

Bargaining unit members will be granted 5 days paid paternity leave at the birth of their child, subject to the following:


- The leave runs concurrent to any other leaves, including leave under FMLA.
- Said leave does not accrue from year to year.

This Supplemental Tentative Agreement shall be combined with the Tentative Agreement signed on August 2, 2023. This agreement is subject to Board Approval and CSEA ratification.

This supplemental agreement closes out salary negotiations for the 2023-2024 school year.

**FOR THE DISTRICT:**

 8/16/23  
Terry Stanfill, Assistant Superintendent  
Human Resources

  
Robin Ballarin, Director of  
Human Resources

**CSEA Grossmont Chapter 443:**

  
David Golden  
CSEA President

 8/30/23  
Ramon Gomez  
CSEA Labor Relations Representative

**SIDE LETTER AGREEMENT BETWEEN THE GROSSMONT UNION HIGH SCHOOL DISTRICT AND ITS CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER #443**

**PERS Uniform Withholding**

**April 26, 2018**

This Side Letter Agreement ("Agreement") is entered into between the Grossmont Union High School District ("District") and its California School Employees Association, Chapter #443 ("CSEA") (collectively referred to as "the Parties.")

WHEREAS, Article 14 of the Parties' collective bargaining agreement provides for the purchase of required uniforms for the particular classes of employees specified therein. Appendix I and Appendix J to the Parties' collective bargaining agreement includes the conditions for payment and the monetary value of required uniforms.

WHEREAS, Pursuant to Title 2, California Code of Regulations, Section 571(a)(5), a uniform allowance provided by an employer is a special compensation item that must be reported to CalPERS if it is contained in a written labor policy or agreement, and if the uniform allowance is provided to an employee who was employed for the first time by any public employer before January 1, 2013 (a "Classic Member"). This requirement is also referenced in CalPERS Circular Letter No. 200-064-14.

WHEREAS, 2 C.C.R. Section 571(a)(5) defines a "uniform allowance" as:

Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This excludes items that are solely for personal health and safety such as protective vests, pistols, bullets, and safety shoes.

WHEREAS, a resolution is necessary for the District to make the necessary reports to CalPERS pursuant to the direction of the San Diego County Office of Education ("SDCOE").


NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to direction by SDCOE, the District will use a special earnings code ("PUA") to report the value of uniforms provided to unit members who are also Classic Members pursuant to the collective bargaining agreement for the 2017-2018 fiscal year and subsequent years.
2. The estimated value of the uniforms currently provided to unit members ranges from \$10.00 to \$32.00 per month, depending on the unit member's job title.
3. The value of unit member uniforms required by the collective bargaining agreement for Classic Members is subject to CalPERS withholding, as specified in 2 C.C.R. Section


571(a)(5), and therefore the unit member is responsible for their individual contribution to CalPERS, which equals approximately seven percent (7%) of their uniform(s) value.

4. Accordingly, at the outset the increase to the monthly withholding to CalPERS for each unit member who is also a Classic Member receiving a uniform pursuant to the collective bargaining agreement will range from \$0.70 to \$2.24, depending on the unit member's job title and corresponding uniform requirements.
5. Unless prohibited by law or regulation, the District will pay the employee and employer costs from September 2017 through April 2018 to bring current the District's reporting requirements prior to implementation of the new PUA special earnings code.
6. Affected unit members will be assessed the value of their uniform allowance beginning May 2018.
7. Ongoing assessment will occur tenthly during the months of September through June each fiscal year.
8. This Agreement has been negotiated in good faith between the Parties and shall remain in effect until [commensurate language has been approved in the collective bargaining agreement] June 30, 2019, by which the Parties agree the matter shall have been negotiated "unless otherwise mutually agreed to in writing by the Parties."

FOR CSEA:

  
\_\_\_\_\_  
Dave Golden, CSEA President  
Date: 5/15/18

FOR THE DISTRICT:

  
\_\_\_\_\_  
Julie Mottershaw, Asst. Supt. HR  
Date: 5/15/18

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its  
CHAPTER # 443

Appendix  
Side letter

**Memorandum of Understanding**  
(Impacts of AB2246 & BP/AR 5141.52)

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Grossmont Union High School District (hereinafter, "District") and the California School Employees Association and its Chapter #443 (hereinafter, "CSEA")

On September 26, 2016, the Governor signed Assembly Bill 2246 which established school districts shall adopt a policy for suicide prevention of pupils. In response, the District adopted revisions to Board Policy and Administrative Regulation 5141.52. Upon adoption of the revised policy CSEA demanded to bargain and the parties met and negotiated in good faith.



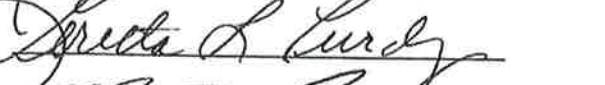

Accordingly, it is hereby agreed that:

**IMPACTS AND EFFECTS OF AB2246 AND BP/AR 5142.52**


1. Board Policy / Administrative Regulation 5141.52 provides management the authority to designate staff members to implement the provisions of these policies. The District and CSEA hereby agree bargaining unit members shall not be designated.
2. The District has instituted a suicide prevention training course and directed all employees to complete the course. The District shall provide time during the work day, or pre-approved compensation outside of the work day, for unit members, in coordination with their immediate supervisor, to complete the course / print the certification paperwork, using the necessary District equipment. If a unit member requires technical assistance navigating the training program they can request help, which shall be coordinated through the unit member's immediate supervisor.
3. The parties agree that they want to create an environment in which employees, who believe a student may be at risk of suicide, can report without the risk of adverse consequences to their employment. Accordingly, the parties hereby agree unit members shall not be subject to discipline for assessing/reporting in good faith potential suicide risk of individuals in accordance with these policies.
4. This MOU shall be effective until June 30, 2018, at which time it will be included in the successor agreement.

Signed this 2<sup>nd</sup> day of November 2017.

CSEA

  
  
  
  
CSEA

DISTRICT

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Memorandum of Understanding  
Between  
Grossmont Union High School District  
and  
California School Employees Association and its Grossmont Chapter #443  
December 14, 2023**

**Classified School Employee Summer Assistance Program**

This Memorandum of Understanding ("MOU") is agreed upon between the Grossmont Union High School District ("District") and the California School Employees Association and its Grossmont Union Chapter #443 ("CSEA"). The above parties have met and negotiated the decision, impacts, and effects relating to legislation, Ed Code sec. 45500. The parties have reached the following agreement with regard to the Classified School Employee Summer Assistance Program (CESAP) 2024-2025 School Year.

**Classified School Employee Summer Assistance Program**

1. The District agrees to participate in the CESAP for the 2024-2025 school year, pursuant to the terms of participation requirements established by the California Department of Education ("CDE") and Section 45500 of the California Education Code.
2. Pursuant to the participation requirements established by the CDE, by January 1, 2024, the District shall provide notice to all eligible bargaining unit members. The CSEA team will assist the District to advertise this program to the extent that is possible to do so and help ensure that CSEA bargaining unit members fully understand eligibility, terms, and conditions of this program, as follows:
  - a. The employee must have worked for GUHSD for a minimum of one year as of March 1, 2024.
  - b. The employee is employed by GUHSD in their regular assignment for 11 months or fewer.
  - c. Regular annual pay for eligible unit members cannot exceed \$62,400.00 of earnings directly from GUHSD.
  - d. Eligible unit member participation will require a monthly paycheck withholding that will not be paid back until the summer of 2025.
  - e. Participating employee may withdraw from the program or reduce their withholdings no later than 30 days after the start of school instruction for the 2024-2025 school year. An employee may request GUHSD return any pay withheld from their paycheck due to economic or personal hardship or separation from employment 30 days after the start of the school year. If an employee requests for any pay withheld by GUHSD to be returned under economic or personal hardship or separation, the employee is not entitled to receive any state match funds. The statute does not provide for any other exception after the 30 days has expired.

3. All timelines for the program are as follows:


- a. By January 1, 2024, GUHSD shall notify all eligible bargaining unit members that GUHSD has elected to participate in the CSESAP for the 2024-2025 school year.
- b. By March 1, 2024, eligible classified employees who elect to participate in the program shall notify GUHSD in writing on a form prescribed by the CDE. Participants must specify the amount to be withheld, up to 10% of their monthly paychecks for the 2024-2025 school year and choose whether to receive one or two payments during the summer recess period.
- c. By April 1, 2024, GUHSD shall notify the CDE that it elected to participate in the program and, specify the number of classified employees that have elected to participate, and estimate the total amount to be withheld from participating classified employee paychecks for the 2024-2025 school year.
- d. By June 1, 2024, GUHSD shall notify participating classified employees of the estimated amount of state match funding the employee can expect to receive from participating in the program.
- e. Until September 10, 2024, participating employees are allowed to withdraw their election to participate in the CSESAP or reduce the withholding amount for the 2024-2025 school year.
- f. On or before July 31, 2025, GUHSD shall request payment from the CDE on a form developed by the CDE for the amount of the classified employee's pay withheld.
- g. During the summer recess period following the 2024-2025 school year, GUHSD must pay their classified employees the amount withheld from their monthly paychecks plus the CSESAP match funds expected from the state in one or two payments in accordance with the employee's selected payment option, July or August 2025.

4. No participant in the CSESAP is barred from applying for, and if selected, working summer school during the summer in which this benefit is earned.



---

Dr. Terry Stanfill  
Assistant Superintendent,  
Human Resources




---

David Golden, President of CSEA  
Grossmont Chapter #443



---

Dr. Randy Montesanto  
Director of Human Resources



---

Ramon Gomez,  
CSEA Labor Representative

**Memorandum of Understanding  
By and Between  
California School Employees Association (CSEA) and its Chapter 443  
And the Grossmont Union High School District (District)**

**March 23, 2023**


**Video Monitoring Guidelines (District Office – Entrance)**

1. All bargaining unit staff will receive formal notice that surveillance cameras are monitoring the main entrance door of the District Office, in addition to appropriate signage.
2. Video monitoring is not intended to be used continuously or to replace live supervision.
3. All staff assigned to monitor/operate cameras, will receive appropriate training.
4. The District will attempt to place the monitor in a discreet location as practicable. A classified employee shall not have the ability to authorize or designate the responsibility of viewing the cameras.
5. The bargaining unit members assigned to monitor at their workstation, shall not be considered security or held responsible for safety issues that arise at any time.
6. Only live transmissions will be monitored by bargaining unit members and access to recorded videos will not be approved, authorized or allowed.
7. Article 3, Section 5, of the CSEA/GUHSD Collective Bargaining Agreement will be adhered to with regard to Recording/Monitoring.

This agreement shall remain in effect from year to year unless otherwise negotiated.

  
\_\_\_\_\_  
Dr. Randy Montesanto, Director, Human Resources

3/23/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David Golden, CSEA President

3/23/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kyler T. Miller, Labor Relations Representative

03.27.23  
\_\_\_\_\_  
Date

# **APPENDIX M**

## **BENEFITS**

# **BENEFITS ADVISORY COMMITTEE**

Grossmont Union High School District

## **MISSION STATEMENT AND GUIDELINES**

Revision Date – March 4, 2020

---

*Work collaboratively utilizing external and internal resources to become educated about employee benefit programs and communicate benefit information*

### **DUTIES AND RESPONSIBILITIES OF MEMBERS INCLUDE:**

- Regularly attend meetings—at least four (4) meetings per year
- Participate in assigned sub-committees
- Communicate to the employees they represent
- Elect Chairperson and/or Co-Chairperson of the committee every two years
- Review and recommend the following:
  - Insurance companies and/or vendors to provide services
  - New benefit programs
  - Selection of broker/consultant
  - Committee mission statement and guidelines
  - Benefit communication materials produced or modified by the Benefits Advisory Committee to be approved by the Associations and Administration prior to distribution.
- Understand the following Benefits and Funding programs including but not limited to:
  - Dental
  - Employee Assistance Program
  - Flexible Spending Accounts
  - Life and AD&D
  - Long Term Care
  - Long Term Disability
  - Medical
  - Mental Health
  - Prepaid Legal
  - Risk/Experience Reports
  - Vision
  - Voluntary Life
  - Wellness
  - Other programs as appropriate

### **VOTING**

- Voting will be on a consensus basis when possible.
- Voting shall be organized by Union representation and Management representation. Each block will have three (3) votes as outlined below. The individual groups will determine how those votes are to be distributed within the group.
- The definition of a quorum is 4 voting members. A majority of a quorum will be required for a decision. For example, 3 of the 4 members would have to vote yes to decide an issue.

**VOTING MEMBERS:**

Union Representation  
GEA – 1 Vote  
CSEA – 1 Vote  
SEIU – 1 Vote

Management Representation  
GMA – 1 Vote  
District Management Representative – 1 Vote  
District Management Representative – 1 Vote

**OTHER ATTENDEES (NON-VOTING):**

All other employees, retirees, health insurance/trust representatives, and broker consultants are welcome to attend. Vendors or presenters will leave during closed sessions.

**CHAIRPERSON AND CO-CHAIRPERSON:**

The Committee will have a chairperson and co-chairperson comprised of voting members.

Duties to include:

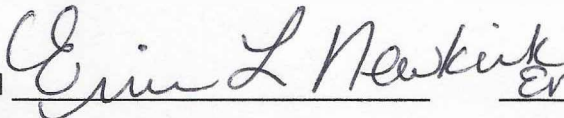
- Attend regular meetings
- Chair meetings
- Develop agenda items with input from members
- May be voting members

**MINUTES:**

The Committee will appoint a secretary to take minutes during the Benefit Advisory Committee meetings.


**NEGOTIATIONS:**

Information and recommendations from the Benefits Advisory Committee that impact the bargaining agreement must be approved by the individual bargaining units.

Signed  Erin L Newkirk Date: 4-28-20

**Union Representative**

**Print Name**

Signed 

Randy Montesanto Date: 4/28/2020

**Management Representative**

**Print Name**