


# SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

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To: All Agency Employees  
From: Dr. Lynnelle Grumbles, CEO   
Re: Collective Bargaining Agreement (CBA)  
Date: January 25, 2017

The Agency and CSEA Santa Clarita Valley JPA Chapter 782 reached a tentative agreement on December 20, 2016. The Agency Board of Directors and the Chapter ratified the Agreement on January 17, 2017. The following changes were made in the CBA:

Article 6.1 was modified to read:

The Agency's salary schedule shall be increased by 2.5% effective January 1, 2017. These payments shall only apply to those who are in paid status as of January 1, 2017.

Article 10.14 was modified to read:

A unit member may request use of catastrophic leave in accordance with the Agency Board policy. There shall be an ad-hoc catastrophic leave committee comprised of three Agency representatives and three CSEA representatives. The committee's purpose is to evaluate catastrophic leave requests for approval or denial and determine appropriate amount of hours allocated. The decision of the committee is final and not subject to the grievance article. The committee shall also determine if additional requests for sick leave donations are needed on an on-going basis.

Two copies of this Agreement must remain in each kitchen.

The CBA is available on the Agency website for download. To access, go to [www.scvschoolnutrition.org](http://www.scvschoolnutrition.org), select "Contact Us" on the blue bar, scroll to the bottom of the page and select "Agency Employee Page," then look for "CBA (2016-17)."



SANTA CLARITA VALLEY  
SCHOOL FOOD SERVICES AGENCY

COLLECTIVE BARGAINING AGREEMENT

WITH

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND  
ITS SANTA CLARITA JPA CHAPTER #782

JULY 1, 2014 THROUGH JUNE 30, 2017

REVISED:  
JANUARY 1, 2017

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## **PREAMBLE**

COLLECTIVE BARGAINING AGREEMENT ("CBA") is made and entered into this 29<sup>th</sup> day of September, 2015, by and between the Santa Clarita Valley School Food Services Agency ("Agency") and the California School Employees Association and its Santa Clarita JPA Chapter #782 ("CSEA").

The purpose of this CBA is to set forth-negotiated terms and conditions in the employment of bargaining unit members of the Agency as provided in Government Code sections 3500 - 3510.

## **ARTICLE I                      RECOGNITION**

The Agency hereby recognizes the Association as the employee organization for the classified bargaining unit, which is comprised of the classifications, listed in Appendix A of this CBA.

Specifically excluded from the unit shall be all management positions, the Chief Executive Officer, directors, and any other management team positions as they may be modified from time to time, and any support positions which deal with negotiations or grievances with the bargaining unit.

## **ARTICLE II                      AGENCY RIGHTS**

It is understood and agreed that the Agency 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 powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; 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 Agency operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency, which shall be defined as a sudden, urgent, or unforeseen occasion or occasion requiring immediate action. In addition, the Agency retains the right to hire, transfer, classify, assign, evaluate, promote, demote, terminate and discipline employees, and all other rights and privileges not expressly waived by this agreement or requirements of law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Agency, 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 CBA, and then only to the extent such specific and express terms are in conformance with law.

The Agency retains its right to amend, modify or rescind policies and practices referred to in this CBA in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Agency and is expressly excluded from the provisions of Article VIII, "Grievance Procedure."

The Agency retains the right to subcontract services to be rendered and functions to be performed, including educational, support, construction, maintenance, or repair services, except that the Agency shall not contract out services which have been customarily, routinely, or exclusively performed by classified employees.

## **ARTICLE III                      EMPLOYEE ORGANIZATION RIGHTS**

Section 3.1              Employee Organization Rights.

- 3.1.1 The employee organization shall have the right of access to areas in which unit members work during times when the unit member is not actually required to perform services to the Agency for the purpose of representing unit members. Such access shall not disrupt the work of the Agency, or the unit member's co-workers.
- 3.1.2 The employee organization shall have the right to use without charge a bulletin board at each site, and to use unit member mailboxes and e-mails in accordance with the limitations imposed by the Education Code.
- 3.1.3 CSEA may request the use of agency facilities during normal operating hours for member meetings with the advance written approval of the Chief Executive Officer, so long as the facility is not in use by the Agency at the time, and provided the use by the employee organization will not disrupt efficient operations of the Agency. The facility shall be left in the same condition as before use.
- 3.1.4 Upon reasonable notice to the Agency, the employee organization shall have the right to review the personnel file of a unit member or other personnel records related to the unit member upon presentation of written authorization signed by the unit member.
- 3.1.5 The Agency shall annually supply the employee organization with a seniority roster by November 30 listing unit members by classification, job assignment, and hours in paid status in the classification.
- 3.1.6 The Chapter president and designee(s) may submit a written request at least two weeks in advance of the absence for release time to attend the annual CSEA conference. The Chapter president/and designee(s) may elect to use vacation time for the absence.
- 3.1.7 An employee may submit a written request at least 30 days in advance of the absence for release time to attend the California School Nutrition Association Conference. The employee may elect to use vacation time for the absence.
- 3.1.7.1 The number of employees shall be determined by the Agency and Association on a yearly basis, and shall be on a first-come, first-serve basis.

Section 3.2 Distribution of CBA.

Within thirty (30) days after ratification of this CBA by all parties, the Agency shall provide without charge two copies of this document to each work site. In addition, the Agency shall post a print copy at the Agency office, and shall post an electronic copy on its website.

Section 3.3 Dues Deductions.

- 3.3.1 Dues Deductions. The Agency shall deduct dues from wages of unit members who have submitted dues authorization forms to the Agency as provided by Government Code sections 1157.1 and 1157.3, for dues of public employee organizations.

**ARTICLE IV** **DEFINITIONS**

Section 4.1 Day: A day upon which the administrative offices of the Agency are open for business.

Section 4.2 Permanent Employee: A unit member who has satisfactorily completed the initial one (1) year probationary period.

Section 4.3 Probationary Employee: A unit member who has not yet completed the initial one (1) year

probationary employment period.

- 4.3.1 Promotional Probationary Employee: A unit member who has achieved permanency in the classified service, but has not yet completed the six (6) month promotional probationary period in a classification to which he/she has been promoted.

Section 4.4 Seniority: Seniority shall be determined on the basis of length of service, defined as the hire date in the classification, until the final date of paid service in the classification.

Section 4.5 Voluntary Demotion: A demotion agreed to in writing by the unit member.

## **ARTICLE V** **WORK HOURS**

### Section 5.1 Work Week

- 5.1.1 Unless otherwise provided at the time of initial employment, the regular work week for full-time unit members shall normally be forty (40) hours rendered in units of eight (8) hours.
- 5.1.2 The Agency may, for periods of less than twenty consecutive work days, temporarily extend regular work hours or the work week and adjust the regular work shift when necessary to carry out the Agency's business.

### Section 5.2 Work Day

The regular work schedule for each unit member will be established by the Agency in order to meet the Agency's goals and objectives, and in order to function in an organized and efficient manner. The regular work schedule may be modified by the Agency from time to time upon provision of at least five (5) working days written notice to the unit member. The Agency shall, in modifying work schedules, give consideration to the family and educational commitments of the unit member.

Permanent increases or decreases in work hours must be ratified by action of the Board of Directors. The employee shall be provided with a least five (5) days written notice of such increases or decreases in work hours.

Permanent decreases in work hours must be negotiated with CSEA, and ratified by action of the Board of Directors and the Chapter membership.

### Section 5.3 Overtime

- 5.3.1 Overtime compensation shall be provided to unit members who are directed by their immediate supervisor to work in excess of eight (8) hours in any one day, or in excess of forty (40) hours in one calendar week. The unit member shall be compensated equal to one and one-half times their regular rate of pay.
- 5.3.2 Unit members directed and authorized by the immediate supervisor and who provide service to the Agency for five (5) consecutive work days averaging four (4) hours or more per day shall be compensated, if assigned a sixth (6th) or seventh (7th) consecutive work day following the commencement of the work week, at the rate of one and one-half times the regular rate of pay.
- 5.3.3 Unit members directed and authorized by their immediate supervisor who served five (5) consecutive work days averaging fewer than four (4) hours per day shall be compensated

on the seventh (7th) day at one and one-half times the unit member's regular rate of pay.

Section 5.4 Lunch and Rest Breaks.

5.5.1 – Unit members assigned six (6) hours or more per day shall receive a 1/2 hour unpaid lunch break as scheduled by the site supervisor according to the needs of the work site.

5.5.2 – Unit members shall be granted rest periods which shall be taken at or near the midpoint of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof.

Section 5.5 Summer Employment

Unit members shall be entitled to apply for temporary summer positions. The Agency shall notify unit members that it is accepting applications for summer employment, and of the application deadline. Summer employment shall be rotated among qualified employees by seniority, commencing with the most senior applicants. After an applicant has worked or turned down an offer of summer employment, he or she shall not be eligible for summer employment the following year until less senior applicants have had an opportunity to serve in a summer position; however, if positions remain after less senior applicants have been granted summer employment, a more senior applicant may serve in two consecutive years.

Section 5.6 Permanent Increase in Hours.

If the Agency, in one increment, determines to increase the daily work hours of a regular position in a single action by one hour or more, the position will be reopened to all applicants. If the incumbent is not selected for the modified position; he or she shall be subject to layoff for lack of work, and may exercise all applicable bumping rights within the Agency.

Section 5.7 Professional Development Training/Education Day

The Agency shall provide professional development training as mandated by USDA Professional Standards regulations for Child Nutrition Program sponsors. One additional workday shall be added to the work calendar and shall be mandatory for “designated” employees to attend. Employees shall be compensated at their regular pay rate for hours worked. The parties agree to meet and negotiate if the Professional Standards regulations are eliminated by USDA.

Section 5.7.1 Designated classification for Professional Development Training are: Nutritional Assistant I, Nutritional Assistant II, Site Team Lead, and Site Team Leader II.

Section 5.7.2 All other classified positions not designated in 5.7.1 above shall have one professional development training per year.

**ARTICLE VI SALARY and COMPENSATION**

Section 6.1 The Agency's salary schedule shall be increased by 2.5% effective January 1, 2017. These payments shall only apply to those who are in paid status as of January 1, 2017.

Section 6.2 Commencing July 1, 2000, unit members shall be paid twice monthly.

Section 6.3 Commencing as soon as reasonably possible in the 2000-2001 school year, the Agency will amend its contract with the Public Employees Retirement System (PERS) so as to afford

eligible unit members a 2% PERS retirement benefit upon retirement at age 55, provided all other service and eligibility requirements are met. PERS includes a lump sum death benefit.

In accordance with the passage of Assembly Bill (AB) 340, the Agency will amend its CalPERS contract for new members. New employees hired on or after January 1, 2013 who meet the definition of new member as per the Public Employees' Pension Reform Act (PEPRA) shall receive the modified new benefit formula of 2% at Age 62. the Final Compensation period shall be modified to a 3 Year Final Compensation Period, provided that all other service and eligibility requirements are met. (See Pension Reform section of the CalPERS website)

Section 6.4 All employees assigned less than four hours per day (those employees not in PERS) will be paid once monthly. Regular employees who work four hours a day or more will be paid twice monthly.

Section 6.5 Holiday Compensation.

A unit member required to work on a scheduled holiday for his/her work site shall be paid compensation at the rate of time and one half of his/her regular rate of pay in addition to the regular pay received for the holiday.

Section 6.6 Additional Compensation.

6.6.1 Callback Pay.

The unit member called back to work, either after normal working hours or on a day not worked, shall receive pay for a period of not less than two hours, irrespective of the actual time less than that required to be worked. Entitlement to overtime pay shall be determined pursuant to Section 5.3 of this Agreement.

6.6.2 Travel Time Between Sites.

Site Team Leaders required by the Agency to travel to another site for meetings after reporting to their regular work site shall be compensated for an additional 15 minutes if the location of the meeting is five (5) or less miles from their regular site, or for an additional 30 minutes if the location of the meeting is more than five (5) miles from their regular site. Mileage for travel to these meetings shall be compensated at the IRS rate in effect at the end of the pay period.

6.6.3 Inclement Weather Days.

Whenever a site served by the Agency is closed because of inclement weather or emergency situations, unit members who are scheduled to work that day, but because site is closed are unable to do so, shall be paid for the first day of the closure at full pay of their normal work assignment for that day. The Agency shall make reasonable attempts to provide affected employees temporary work locations until the site reopens.

6.6.4 Inconsistent Duty Pay.

Unit members who are required and directed by their immediate supervisor to perform higher level duties in a higher job classification inconsistent with their assigned duties for five days or more within a 15-day period shall be compensated, beginning on the fifth day, at a rate not less than 5% above the unit member's regular rate of pay.

6.6.5 Additional Hours.

(a) Unit members directed to work beyond their regular work hours but less than eight hours per day or 40 hours per week shall be paid for such additional hours at their



regular rate of pay, except as provided herein. Unit members may be authorized by the Site Team Leader to work up to an additional 15 minutes per day for two days without advance approval of Agency management in circumstances of Agency need. Additional days require approval of Agency management.

(b) When the Agency anticipates a temporary need for additional work hours of thirty minutes or more per day for a particular position for an extended length of time of more than twenty consecutive work days, it shall add the additional hours to the employee's regular assignment. In no case shall such temporary addition result in establishing an overtime assignment.

Any employee who works a minimum of thirty (30) minutes per day in excess of part-time assignment for a period of twenty (20) consecutive work days or more, shall have the basic assignment modified to reflect the longer hours as specified in section 45136 of the Education Code, and shall receive a health benefit allocation, proportionate to his or her newly assigned hours.

Temporary hours are not part of the employee's regular assignment, and therefore, discontinuance of the temporary assignment shall not be the subject of reduction in force requirements of the Education Code.

(c) When the Agency temporarily places a permanent employee in an existing position, due to the absence or reassignment of another permanent employee, that is thirty (30) minutes or more than their regular assignment, it shall add the additional hours to the employee's regular assignment for the duration of the temporary assignment. These temporary hours shall not become part of the employee's regular assignment, and therefore, discontinuance of the temporary assignment shall not be subject to reduction of workforce requirement of the Education Code.

Affected Ed Code benefits will increase on the 1<sup>st</sup> of the month following the 20<sup>th</sup> day of reassignment and cease on the 1<sup>st</sup> day of the second month following the end of the temporary assignment.

The affected employee(s) shall have a right to refuse the temporary assignment. The temporary assignment may end at any time. There shall be at least twenty-four (24) hour notice to the affected employee(s) prior to beginning and end of the temporary assignment. Under Agency discretion, there may be a one (1) day transitional coverage period for affected employee(s).

6.6.6 Promotional Compensation.

A unit member permanently assigned by the Agency to a position compensated at a higher salary range than his/her present range shall be deemed to have been promoted, and shall be placed at a step that corresponds to his preparation, education, and experience for the new position at the appropriate salary range for the position classification to which the unit member has been promoted.

6.6.7 Demotion Compensation.

A unit member permanently assigned by the Agency to a position within the unit compensated at a lower salary range than the previously assigned salary range shall be deemed to have been demoted and shall be placed on the same step in the lower salary range for the position classification assigned. Such unit member shall retain his/her anniversary step placement.

6.6.8 Longevity Increment.

After completion of thirteen (13) years of satisfactory service, the longevity

increment shall be 5% based on the employee's current salary step. After completion of twenty (20) years of satisfactory service, the longevity increment shall be 10.5% based on the employee's current salary step. After completion of twenty-five (25) years of satisfactory service, the longevity increment shall be 16.5% based on the employee's current salary step.

6.6.9 Compensation for Required In-service Training.

A unit member directed by the Agency to attend a required service in-service session, as a condition of his/her employment shall be compensated at his/her regular rate, in accordance with the provisions of this CBA.

**ARTICLE VII**

**EMPLOYEE BENEFITS**

The Agency shall provide insurance benefits as specified in the master contract(s) between the Agency and the insurance carriers, which the Agency selects. The summary of benefit levels is provided by the insurance carriers based upon the items and conditions of the master insurance policy contract(s), which will be, distributed to all unit members.

Section 7.1 Eligibility

Eligible unit members electing to receive health and welfare benefits shall begin coverage no later than the 91<sup>st</sup> day following the date on which the individual is otherwise eligible to enroll in the plan.

- 7.1.1 Full-Time Unit Members. Upon becoming eligible, a full-time unit member shall have the Agency contribution paid in full up to an maximum annual of \$11,722.30 (increased from \$11,389.30) for members electing family coverage, \$9,741.70 (increased from \$ 9,408.70) for members electing two-party coverage, both effective January 1, 2014. The maximum annual Agency contribution for employee only coverage shall be \$6,896.40 (increased from \$6,563.40). The parties agree that this "cap" on the maximum annual agency contribution shall continue in effect through September 30, 2014, and beyond until such time as the parties agree through the negotiations process to increase the "cap".

In the event that the total premium(s) exceeds the Agency contribution for a unit member electing the health and welfare coverage, a unit member desiring coverage shall, as a condition of receipt of the benefits, complete a payroll deduction form for the difference between the Agency contribution and the total premium cost.

Eligible full-time unit members who provide written verification of other health insurance coverage may waive Agency-provided health benefits. An eligible full-time unit member may also waive dental and/or vision benefits. Employees who waive any of these benefits may have any unused balance of the maximum Agency annual contribution of \$4,100 deposited into an approved tax sheltered annuity (403b). This \$4,100 cap shall remain in place through the duration of this agreement.

7.1.2 Part-time Unit Members.

- 7.1.2.1 Part-time (4 hours/day and more) unit members shall have the Agency contribution prorated in the same proportion that their service bears to a full-time, 40 hour per week assignment. Such unit members desiring health and welfare coverage shall, as condition of receipt of the benefits, complete a payroll deduction form for the difference between the Agency contribution and the total premium cost.

- 7.1.2.2 Part-time (4 hours/day and more) unit members electing the in lieu option instead of any health and welfare benefits shall have the maximum annual in lieu contribution of \$4,100 prorated according to the percentage of a full-time assignment worked as set forth above. Part-time unit members shall pay the difference in cost of premium between the Agency contribution and the total cost of the coverage as a condition of receipt of the benefits selected.
- 7.1.2.3 The Agency will provide a 457(b) plan for part-time employees whose hours are under four. The Agency and CSEA will negotiate concerning the ongoing implementation of the 457(b) retirement contributions for part-time employees under four (4) hours.

7.1.3 Part-time Unit Members Working Less Than Four Hours Per Day.

- 7.1.3.1 Part-time unit members hired on or after October 1, 2007 assigned to work less than four hours per day will not qualify for any Agency contribution toward agency-sponsored health benefits or in lieu of contributions.
- 7.1.3.2 Part-time Agency unit members working less than four hours per day who were hired prior to October 1, 2007 will continue to enjoy the same prorated level of health benefits or in lieu of contributions provided in Sections 7.1.2 for part-time unit members working at least four hours per day.

Section 7.2 Insurance Benefits During Leave of Absence.

- 7.2.1 The Agency shall continue to contribute a unit member's premium contribution, while on paid leave status, for an approved purpose, in the same manner as if the unit member had remained in regular service.
- 7.2.2 Eligible unit members on Agency-approved, non-paid leaves of absence may elect to continue coverage for themselves by mailing the entire premium payment required to coverage, made payable to the Santa Clarita Valley School Food Services Agency on or before the first of each month and submitted to the Agency office.

Section 7.3 Health Benefits Committee. – The Agency agrees to convene a joint health benefits committee for the purposes of reviewing all facets of the health benefits programs provided for employees of the Agency. The goal of this committee is finding high quality benefits while containing benefit cost increases. This committee shall commence meeting in November 2008 and meet regularly (as needed). The committee shall be comprised of three (3) members selected by the Agency and three (3) members selected by CSEA.

Section 7.4 Improved Vision Benefit. – It is agreed that commencing with the 2008-09 benefits year, the Agency will provide a 12/12/12 benefit plan through the Vision Service Plan (VSP).

Section 7.5 The Agency will reimburse employees for the cost of tuberculosis skin tests required for continuing employment, not to exceed the Agency's contracted rate with the current provider.

**ARTICLE VIII**

**GRIEVANCE PROCEDURE**

Section 8.1 Definitions

- 8.1.1 A "grievance" shall mean a claim by a member of the unit or by the employee organization that there has been a violation, misinterpretation, or misapplication of an express provision of this CBA, which has an adverse impact upon an identified unit member (e.g., by classification, site, date, etc.).
- 8.1.2 A "grievant" shall mean an agency employee or the employee organization filing a grievance.
- 8.1.3 A "conferee" shall mean any representative, selected by either party respectively, to assist in presenting and processing the grievance.
- 8.1.4 "Immediate Supervisor" shall be the first-level administrator having immediate jurisdiction over the impacted unit member.
- 8.1.5 "Day" shall mean any day on which the central administrative offices of the Agency are open for business.

Section 8.2 General Provisions.

- 8.2.1 The purpose of this procedure is to secure equitable solutions to grievances. These proceedings shall be kept confidential.
- 8.2.2 The filing of a grievance shall in no way interfere with the right of the Agency to proceed in carrying out its management responsibilities subject to the final decision on the grievance. In the event the grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision on the grievance.
- 8.2.3 The act of filing of a grievance shall not reflect negatively upon the grievant, nor shall the grievant be reprimed for filing a grievance.
- 8.2.4 Nothing contained herein shall be construed as limiting the right of any grievant to discuss a grievance informally with his or her immediate supervisor, or to have the grievance adjusted without intervention by the employee organization, provided that the adjustment is not inconsistent with the terms of this CBA.
- 8.2.5 Multiple grievance claims shall be processed in a sequential manner. Grievances shall be assigned consecutive numbers.
- 8.2.6 Any resolution achieved by the parties prior to the conclusion of Level IV shall be consistent with the terms of this CBA.

Section 8.3 Informal Procedure

**LEVEL I:** These proceedings will be kept as informal as possible. The grievant and immediate supervisor should attempt to resolve grievances at the informal level. The grievant shall meet with the immediate supervisor within ten (10) days of the occurrence, act or omission giving rise to the grievance. If the potential grievance is not resolved at this level, the grievant may proceed to Level II.

Section 8.4 Formal Procedure

**LEVEL II:** Within five (5) days of the informal conference, if the potential grievance is not resolved, the grievance must be presented in writing on an Agency grievance form to the immediate supervisor. The written grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and reasons for the appeal, and the specific remedy sought.

The immediate supervisor shall provide a decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limit, the grievant may appeal to the next level. Within the above time limits, either party may request a conference to discuss the grievance. The grievant and the immediate supervisor may have conferees present at such a conference.

**LEVEL III:** In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chief Executive Officer/designee, within ten (10) days. This written appeal shall include a copy of the original grievance, the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal. The Chief Executive Officer/designee shall communicate a written decision within ten (10) days after receiving the appeal.

**LEVEL IV:** In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision to the Board of Directors within ten (10) days. This written appeal shall include a copy of the original grievance, the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal. Either party may request a meeting within 2 days of the commencement of Level III. The Board, in its discretion, may determine the grievance itself, or may appoint a hearing officer to decide the case. When necessary to schedule grievance hearings during regular work hours, the Agency shall release employees requested to testify by a party. The grievant shall provide no less than one (1) full working day's notice to the Agency of the individuals who will need release time to testify.

The Board of Directors has the power to render a final decision, which shall be binding on all parties. If, upon review, the Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, prior to rendering the final decision.

## **ARTICLE IX** **TRANSFER AND REASSIGNMENT**

### **Section 9.1** Definition.

A transfer is defined as a permanent change within a class from one position to another at a different site. A reassignment is defined as a permanent change within a class to another position at the same site.

### **Section 9.2** Employee-Initiated Transfer or Reassignment Requests.

A transfer or reassignment is considered a privilege. An employee who has a satisfactory evaluation and filed a written request for transfer or reassignment through the Agency shall be given the opportunity to interview. Written transfer or reassignment requests will be kept on file for one year, and shall state the site, days, and hours for which the unit member wishes to be considered for transfer or reassignment.

All vacant positions will be posted for five (5) working days.

#### **9.2.1** Criteria for Transfer or Reassignment.

The following criteria shall be used in considering transfer or reassignment requests:

- A. The needs and efficient operation of the Agency.
- B. The contribution the employee can make in the new location.
- C. The qualifications, including the experience and recent training of the employee compared to those of other candidates.
- D. The length and quality of service rendered to the Agency by the employee.
- E. The preference of the employee.

9.2.2 An employee's request for transfer or reassignment shall be made on an appropriate form, and shall bear the signature of the employee's immediate supervisor. Such signature is acknowledgment only that the immediate supervisor has been informed of the employee's desire for a transfer or reassignment and does not imply approval or disapproval by the immediate supervisor.

9.2.3 The filing of a request for transfer or reassignment is without prejudice to the employee and shall not jeopardize the employee's present assignment. A request for transfer or reassignment may be withdrawn by the employee in writing at any time before Agency notification of transfer or reassignment approval.

9.2.4 The Agency shall provide the employee official notification of the disposition of the transfer or reassignment request. Upon written request, the employee shall be provided the reason for the Agency's decision on his/her transfer or reassignment request.

Section 9.3 Agency-Initiated Transfers or Reassignments

A transfer or reassignment may be made by the Agency at any time for any of the following reasons:

- A. A change in enrollment or workload necessitating transfer or reassignment of classified staff.
- B. Improved efficiency of the Agency.
- C. Reassignment or transfer of member of immediate family, including registered domestic partners. Members of the immediate family, including registered domestic partners, who are employed by the Agency, may be assigned to the same school or work location at the discretion of the Agency.
- D. An opportunity to evaluate an employee in a different school and location.
- E. Temporary medical transfers or reassignments. The Agency may give limited, alternative work, within the written restrictions allowed by the unit member's doctor, when the employee has become medically unable to satisfactorily perform his/her regular duties. Such alternative work shall be at the discretion, and based upon the needs of the Agency and the physical limitations of the employee. If the alternative work performed is within a classification at a higher range than the employee's normal duties, the employee shall receive out of class pay according to the provisions of this agreement.

An employee may request a conference or written statement regarding the reasons for the involuntary transfer or reassignment.

Except in cases of emergency, the Agency shall make a good faith effort to give an

employee who is to be involuntarily transferred or reassigned five (5) days' notice of the transfer or reassignment. This requirement shall not apply to the temporary reassignment of employees for the purposes of providing coverage for other staff.

## ARTICLE X LEAVES

### Section 10.1 General Provisions.

A leave of absence is an authorization of the unit member's absence from duty for a specific period of time and an approved purpose. Unit members returning from paid or unpaid leave must hold all licenses or certificates held at the time the leave began. Unit members on paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefits, and retirement credit as though they were not on leave. Unit members who go on an unpaid leave during any pay period shall receive fringe benefits for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payment of the premium in a manner reasonably required by the Agency. Exception: If an employee is provided group health insurance and has been approved for FMLA leave, the employee shall have the Agency portion of their fringe benefit contribution paid for up to 12 weeks on the same terms as if he or she had continued to work. Procedures in this Article for notification of absence are mandatory. Failure to follow absence notification procedures may result in forfeiture of salary for the day(s) of absence.

On the day the unit member returns to active service, he/she shall complete an employee absence report, and shall submit it to the immediate supervisor.

Unit members shall notify the Agency of their anticipated absence as soon as the need for the leave of absence is known, but in no event less than one hour before the unit member's normal reporting time.

An employee who has sustained a permanent disability as a result of an accident or injury shall, prior to requesting to return to work from leave, provide a complete doctor's evaluation of the employee's present ability to do the tasks outlined in the employee's job description or in a description of the actual day-to-day tasks of the position which has been prepared by the Agency. The Agency shall, in accordance with applicable law, make reasonable accommodation of such disability, and may, where necessary, suspend applicable portions of the Collective Bargaining Agreement in order to meet its obligations of reasonable accommodation. The Association shall be notified in writing prior to suspending any provision of the Agreement for the purpose of accommodating an employee with a disability. The Association has 10 days in which to request a conference/meeting with the Agency to discuss proposed suspension of any portion of the Collective Bargaining Agreement. Any accommodation shall not establish an employment custom or practice. Accordingly, modifications of this Agreement made expressly for that purpose shall not be subject to the grievance procedure."

The term "immediate family", as used in this Article, includes the registered domestic partner of an Agency employee.

### Section 10.2 Bereavement Leave.

An Agency employee shall be granted up to three (3) days of paid leave for bereavement purposes upon the death of a member of the employee's immediate family or household (defined at section 10.5A). Two additional days of paid bereavement leave will be given to the unit member when there is a need to travel 250 miles or more on account of the death of any member of the unit member's immediate family. Additional days of absence may be provided under the terms of the personal necessity leave provisions. Bereavement Leave must be taken within 30 days of the death of the member of the employee's immediate family.

### Section 10.3 Industrial Accident Illness Leave.

An Agency employee who has sustained an illness or injury within the course and scope of assigned duties shall be granted up to sixty (60) days compensated leave in any one fiscal year for the same illness or accident. This leave shall not be accumulated from year-to-year.

Leave shall commence on the first day the employee is absent from service due to an industrial accident or illness. The sixty (60) day leave allowance shall be reduced by one (1) day for each day of authorized absence regardless of whether a temporary disability indemnity award has been provided the employee. If a leave overlaps into the next fiscal year, the employee shall not be entitled to a new sixty (60) days, but shall be entitled to only the amount of unused leave due for the same illness or injury.

Industrial accident or illness leave is to be used in lieu of sick leave benefits under Section 10.6. When entitlement to industrial accident or illness leave has been exhausted, entitlement to sick leave under Section 10.6 may then be used. If an employee is receiving workers' compensation, he/she may use only so much of his/her accumulated sick leave under Section 10.6 and vacation leave or comp time which, when added to the workers' compensation award, provides a full day's pay.

An employee receiving these benefits shall, during the period of illness or injury, remain within the State of California unless the Board of Directors authorizes travel outside the State.

An employee returning to duty following an industrial illness or accident shall provide the Agency with a physician's written verification of the beginning and ending dates of the period of the disability, description of the exact nature of the disability, which certifies the employee's fitness to return to duty without restrictions.

### Section 10.4 Judicial and Official Appearance Leave.

An Agency employee shall be granted paid leave for purposes of regularly called jury duty, appearance under subpoena as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the connivance or misconduct of the employee. When called for jury duty, the unit member shall notify the immediate supervisor at once, and shall make an affirmative attempt to schedule jury duty to minimize the disruption to the Agency's operation. The Agency may request the employee to seek deferral or limitation of jury duty when, in the opinion of the Chief Executive Officer, such duty would substantially interfere with the effective operation of the Agency.

The Agency will work with employees called for jury duty to adjust the employee's work schedule so that the combined jury service and work hours shall not exceed eight (8) hours per day. Employees not required to serve a full day of jury service shall complete the remainder of their regular work shift for the day, provided that the combined work hours and jury service do not exceed eight (8) hours.

### Section 10.5 Personal Necessity Leave.

Unit members shall be entitled to use up to seven (7) days of paid sick leave in each school year in cases of personal necessity defined below. Unit members may use one (1) of the seven (7) annual days on a confidential basis for a reason set forth in paragraphs A through F below. The unit member shall be required to certify that he/she used the confidential day for a reason specified in subsections A-F, but shall not be required to state, with respect to the confidential day, which of the subsections applies. Personal necessity leave may be utilized by an employee who has sufficient sick leave credit for circumstances which are serious in nature which cannot be expected to be disregarded, and which necessitate immediate attention, and cannot be dealt with during off-duty hours. The employee shall submit a request for personal necessity leave approval on an Agency form to the immediate supervisor not less than five (5) working days prior to the beginning date of the leave. The prior approval requirement shall not apply to leave for purposes set forth in paragraphs A, B, and D.



However, when prior approval is not required, the employee shall make every reasonable effort to comply with Agency procedures designed to secure substitutes, and shall notify the immediate supervisor of the expected duration of the absence. The Agency reserves the right to review each request and to verify such request by any appropriate means.

- A. For purposes of this subsection only, death of a member of the immediate family, including registered domestic partners is defined as mother, father, step-parents, husband, wife, son, daughter, step-children, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, aunt, uncle, niece, or nephew of the unit member.
- B. An accident involving the person or property of the unit member or of a member of the member's immediate family, including registered domestic partners, as defined above. The accident must be of such an emergency nature that the immediate presence of the unit member is required during the regular workday.
- C. Appearance in court as a litigant, or as a witness under order of subpoena.
- D. Serious or critical illness of a member of the unit member's immediate family, including registered domestic partners, as defined above, which calls for services of a physician and is verified by the physician's statement. The illness must be of such an emergency nature that the immediate presence of the employee is required during his/her regular work day.
- E. Financial. A condition or circumstance which, if unattended, would result in an unconscionable financial loss materially affecting the unit member's ability to maintain reasonable conditions of sustenance for the member and dependents.
- F. Religious holiday or observance of the member's faith which cannot be conducted outside of regular working hours.

Use of sick leave days for personal necessity reasons shall not be approved for purposes of personal convenience, participation in work stoppage or slowdown, or sick-out, or the extension of a holiday, weekend, or vacation period, recreational activities, employee organization activities, or other activities which can be taken care of outside of work hours. The unit member shall verify in writing on the Agency form which of the above reasons the leave was utilized for.

#### Section 10.6 Sick Leave.

A 12-month Agency employee working five (5) days per week shall be annually entitled to twelve (12) compensated days leave of absence for physical and mental disabilities which are medically necessary and caused by illness, injury or quarantine and which renders the employee unable to perform his regular duties. An employee working less than full-time shall be entitled to sick leave in the same ratio that the employment bears to full-time employment. Sick leave shall be made available on an accrual basis. If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

With the exception of authorized personal necessity use, sick leave shall be used only for physical or mental disability, which makes it impracticable for the employee to perform his/her regular duties, due to the disability.

The Agency may require a unit member to provide his/her physician's written verification of his/her ability to return to work without restrictions, and of the nature and duration of the illness or disability following an absence of three or more working days. Verification may also be required from a physician selected by the Agency, at Agency expense.

In addition, verification of illness or disability by a physician may be required when: (1) the Agency reasonably believes that a unit member is abusing sick leave privileges or (2) when the Agency reasonably believes that a unit member may be medically unfit to continue to work. In either case, verification shall be in writing, and shall state the employee's ability to return to work without restrictions, and the nature and duration of the illness or disability. If such verification is required from the physician selected by the Agency, it shall be at Agency expense.

Pregnancy-related disabilities shall be treated as any other physical disability. Pregnancy disability leave shall not be utilized in lieu of personal leave for child-rearing.

#### Section 10.7 Extended Illness Leave

When an Agency employee is absent from duty on account of illness or accident for a period of five months or less, whether or not the absence arises out of employment, the amount deducted for the salary due for any month in which the absence occurs shall not exceed the sum actually paid a substitute employee to fill the position during the absence and shall run concurrently with any available paid leave, commencing on the first day of absence. Payment under this section shall commence at the exhaustion of all other available paid leave. If, at the conclusion of all leaves of absence, the employee is unable to assume the duties of the position, the employee will be placed upon a reemployment list of that classification for 39 months.

#### Section 10.8 Vacation Leave.

A 12-month Agency employee serving in a full-time status of five (5) days and forty (40) hours a week who is in paid status for more than one-half of the working days each month, shall be credited with one day of vacation credit for each month of service.

An employee serving in a part-time status shall be credited with vacation leave in the same ratio that the part-time employment bears to full-time employment. Vacation leave shall be made available on an accrual basis.

An employee serving in a full-time status of five (5) days and forty (40) hours per week for a full work year shall be credited with 1.25 days of vacation credit per month, at the conclusion of five (5) full contracted years of service.

An employee serving the Agency in a full-time status of five (5) days and forty (40) hours per week for a full work year shall be credited with 1.50 days of vacation credit per month, at the conclusion of ten (10) full contracted years of service.

An employee serving the Agency in a full-time status of five (5) days and forty (40) hours per week for a full work year shall be credited with 1.75 days of vacation credit per month, at the conclusion of fifteen (15) full contracted years of service.

An employee serving the Agency in a part-time status shall be credited with longevity vacation credit in the same ratio that the employment status bears to full-time employment status.

Vacation scheduling shall be required as far in advance as possible, but not less than ten (10) days in advance. Vacation scheduling must receive advance written approval of the immediate supervisor. Vacation will normally be scheduled during student break periods, unless otherwise approved by the immediate supervisor. Any remaining days of vacation shall be scheduled during the school year with the consent of the immediate supervisor, taking into account the schedule and needs of the food services program. Vacation shall be used in the year in which it is accrued. Any exceptions must be approved by the Chief Executive Officer or designee, and may not exceed a total of five (5) days of carryover. All unused vacation time not carried to the following year shall be paid out to the employee.

Probationary employees shall also take vacation during student recess periods; however, if employment is terminated during probation, if any unearned vacation pay has been paid, that amount shall be deducted from the final check.

#### Section 10.9 Holidays.

Agency employees shall be entitled to holidays designated in the Education Code or designated by the Board of Directors which fall within the individual employee's scheduled work year. Normally, employees assigned to a school site will be scheduled to observe holidays consistent with the holiday schedule of the district to which that site belongs.

The parties recognize that due to the necessity of serving several school districts which may have different holiday schedules, Agency employees, including central kitchen employees, required to work on a scheduled holiday due to operational necessity shall, in lieu of such holiday, receive a floating holiday which they may schedule with their supervisor's approval, on a date of their choice within the same school year.

#### Section 10.10 Military Leave

Unit members shall be entitled to military leave as provided by the Education Code and the Military and Veterans Code. Unit members receiving military orders shall provide a copy of the orders to the immediate supervisor upon receipt. Unit members shall attempt to schedule military training periods so as to minimize interference with the member's regular Agency work schedule.

#### Section 10.11 Child-Rearing Leave.

A unit member shall be entitled to an unpaid leave of absence for purposes of child rearing upon the birth or adoption of a child up to a maximum period of three months. A unit member shall provide the Agency with four weeks advance written notice prior to the anticipated date upon which the leave is to commence.

#### Section 10.12 Unpaid Personal Leave.

A unit member may request unpaid personal leave for reasons other than those enumerated in this Article. Such requests shall be made in writing, shall be addressed to the Chief Executive Officer, and shall specify the requested duration and purpose of the leave. Granting of such requests is in the discretion of the Chief Executive Officer, or designee.

#### Section 10.13 Earned and Unused Sick Leave

In accordance with state law an employee may utilize up to one-half of his or her annual allotment of earned and unused sick leave to attend to the illness of a child, parent, spouse or registered domestic partner, provided that verification of such illness is provided which is satisfactory to the Agency. Such leave shall apply only to annual earned and unused sick leave occurring under Section 10.6 of this CBA, and not to extended illness leave available for the employee only under Section 10.7.

#### Section 10.14 Catastrophic Leave

A unit member may request use of catastrophic leave in accordance with the Agency Board policy. There shall be an ad-hoc catastrophic leave committee comprised of three Agency representatives and three CSEA representatives. The committee's purpose is to evaluate catastrophic leave requests for approval or denial and determine appropriate amount of hours allocated. The decision of the committee is final and not subject to the grievance article. The committee shall also determine if additional requests for sick leave donations are needed on an on-going basis.

## **ARTICLE XI**

### **EVALUATION PROCEDURE**

#### **Section 11.1 General Provisions.**

Performance evaluations shall be made upon the Agency evaluation form. Evaluations shall be based upon observations or knowledge confirmed by the evaluator.

- 11.1.1 The evaluation forms shall be completed and signed by the employee's immediate supervisor prior to an evaluation conference between the employee and the immediate supervisor. The evaluation form shall contain information bearing on employee performance related to the evaluation criteria established by the Agency.
- 11.1.2 The evaluation shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for the improvement of the employee's performance.
- 11.1.3 The employee shall receive a written copy of the evaluation form described herein at a private conference conducted by the evaluator. The employee may attach a written response to the evaluation. The employee's signature indicates only receipt of a copy.
- 11.1.4 For categories rated lower than satisfactory, the evaluator shall provide suggestions for improving the deficient performance area.
- 11.1.5 No grievance arising under this Article may challenge the objectives, standards, or criteria determined by the evaluator or the Agency, nor shall it contest the judgment of the evaluation. Any grievance shall be limited solely to a claim that a procedure of this Article has not been followed.

#### **Section 11.2 Probationary Employee Evaluations.**

Probationary employees shall normally receive at least three (3) written evaluations on Agency-approved forms during the one-year probationary period. The Agency shall make reasonable efforts to provide these evaluations by the end of the second, fifth, and eleventh months of service. A permanent classified employee who is promoted to another position shall retain permanency in the classified service, but shall serve a six (6) month probationary period in the new position. Evaluations shall follow the second and fourth months of service.

#### **Section 11.3 Permanent Employee Evaluations.**

Permanent classified employees shall normally receive at least one evaluation on Agency-approved forms every other year. Normally, these ratings shall be completed two weeks prior to the end of each year's service. A permanent employee may be evaluated by the immediate supervisor at any other time, with prior notice to the employee, if exemplary or unsatisfactory service is performed.

## **ARTICLE XII**

### **PERSONNEL FILES**

Official personnel files shall be maintained in the Agency's central office.

Materials in personnel files of unit members that may serve as a basis for affecting the status of employment are to be made available for inspection of a unit member. Material available for inspection shall not include ratings, reports, or records obtained prior to the employment of the unit member, records which were prepared by identifiable examination committee members, or records obtained in connection with a promotional examination, except that unit members shall have access to numerical scores obtained as a result of a written examination.

Unit members shall have the right to inspect the personnel file, provided that the request is made at a time when the unit member is not actually required to render services.

Information of a derogatory nature, except for material excluded from examination above, will not be placed in the file until the employee is given notice and an opportunity to review and comment thereon. The unit member has the right to enter, and have attached to any derogatory statement, the unit member's comments. Review of derogatory information shall be during normal business hours, and the unit member will be released from duty for this purpose without salary reduction. No disciplinary action of suspension, disciplinary demotion, or dismissal shall be based on written material, which has not been placed in the official personnel file.

### **ARTICLE XIII**                      **DISCIPLINE**

#### Section 13.1    Purpose.

The purpose of this Article is to define discipline procedures, causes, and actions pertaining to the discipline of permanent unit members which the Agency has the right to implement according to this Article, Agency policy, and the Education Code. Discipline shall be imposed upon unit employees only pursuant to this Article. No disciplinary action shall be taken for any cause which occurs prior to the employee becoming permanent, nor for any cause which occurs more than two years preceding the date of the filing of the notice unless such cause was concealed or not disclosed by the employee when it could reasonably be assumed that the employee should have disclosed the facts to the Agency.

#### Section 13.2    Informal Corrective Measures.

The parties acknowledge that informal corrective measures such as verbal warnings, evaluations, conferences, written notices or reprimands, letters to personnel files, and the like, shall not constitute disciplinary action which is subject to this Article.

#### Section 13.3    Definitions.

**Discipline:** Discipline is suspension with or without pay, demotion (other than voluntary demotion, reduction in hours of employment, or assignment to a lower class pursuant to sections 45101(g) and 45298 of the California Education Code) and discharge.

**Suspension:** Suspension is the temporary removal of an employee from the employee's position with or without loss of pay as a disciplinary measure. Under the circumstances described in section 11.1.4, an employee may also be suspended preliminary to investigation pending issuance of charges for dismissal. Such suspension will be with pay until charges are served to the employee by certified mail or personal service.

#### Section 13.4    Discipline of Permanent Classified Employees.

##### 13.4.1    Right to Immediately Suspend.

Emergency situations involving the health and welfare of students and employees can occur. If a unit member's presence on Agency facilities creates or has the potential of creating a danger or threat to the Agency's property or to the safety or health of students or employees, including the employee at issue, the Agency may immediately suspend with pay the unit member pending an investigation of the situation. After investigation, the unit member's conduct in creating an emergency situation may be used as the basis, in whole or in part, for disciplinary action as provided in this Article. In such case, the employee shall be served with a

statement of disciplinary charges within ten (10) working days of such suspension.

13.4.2 Disciplinary Action For Cause.

A permanent classified employee may be subject to disciplinary action for any of the following causes, for which the Agency shall have the burden of proof by a preponderance of the evidence:

13.4.2.1 Unauthorized absence, repeated absence and/or tardiness without authority or sufficient reason.

13.4.2.2 Abandonment of position, including failure to return to duty upon expiration of any authorized leave of absence, or failure to report to duty for three (3) or more consecutive working days without prior notification and authorization of such absence.

13.4.2.3 Conviction or plea of no contest to a felony, a drug offense, a sex offense, or any criminal act of moral turpitude.

13.4.2.4 Incompetence or inefficiency in the performance of the duties of the position held.

13.4.2.5 Insubordination.

13.4.2.6 Use of intoxicants or controlled substances during assigned work hours, or reported for work while under the influence of an intoxicant or controlled substance.

13.4.2.7 Negligent or willful damage to Agency property or waste of Agency supplies or equipment; unauthorized use of Agency property for private purposes.

13.4.2.8 Falsifying any information submitted to the Agency or submitting misleading information to the Agency including, but not limited to, information supplied on an employment application.

13.4.2.9 Willful violation of any policy, contract obligation, rule or regulation of the Agency, state or federal government.

13.4.2.10 Work-related dishonesty.

13.4.2.11 Engaging in unauthorized political activity during assigned hours of employment or otherwise in violation of applicable regulation or policies of the Board of Directors.

13.4.2.12 Abuse of leave privileges, including excessive tardiness, excessive absences, or a pattern of absences for trivial indispositions, or misuse of sick leave.

13.4.2.13 Violation of or refusal to obey safety rules and regulations made applicable to public school by the Board or the laws and regulations of the state or federal government.

13.4.2.14 Discourteous, offensive, inappropriate, or abusive conduct or language towards other employees, students or the public.

13.4.2.15 Advocacy of overthrow of federal, state or local government by force, violence, or other unlawful means.

13.4.2.16 Unauthorized release of confidential information, as defined by law, from official Agency records.

13.4.2.17 Unauthorized signing in or out for other employees.

13.4.2.18 Possession of unauthorized, dangerous, and/or deadly weapons on Agency property.

13.4.2.19 Inability to perform assigned duties due to the failure to meet job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests or failure to meet standard risk insurability requirements).

13.4.2.20 Failure to dress appropriately as required by job assignment.

13.4.2.21 Failure to report for review of criminal records or for health or x-ray examination after due notice.

13.4.2.22 Sexual, racial, religious harassment, or harassment on any other basis that is protected by law of a fellow employee, a student, or member of the public, in conjunction with Agency employment.

#### 13.4.3 Notice to Employee.

Upon preparation of the charges, the Agency shall give notification of its intention to take disciplinary action. Such notice shall be presented to employee personally or sent by certified mail and shall include the following:

13.4.3.1 The specific charge(s) against the employee, including the facts supporting the charge(s), acts, or omissions and the specific cause(s) for discipline as described above. Suspensions of three (3) days or less shall be subject to the procedure set forth at 13.4.4, Informal Pre-Disciplinary Hearing. In such cases, decisions made at that level are final and ratified by the Board, and the employee shall not be entitled to the formal hearing procedure set forth in sections 13.4.5 - 13.4.6.

13.4.3.2 A statement informing the employee of the employee's right to request a hearing.

Notification to employee that any written request for hearing must be received by the Chief Executive Officer within five (5) no later than the close of the working day, which shall not be less than five (5) working days after service of notice.

13.4.3.3 The notice shall be accompanied by a "Demand for Hearing" which the employee may sign, date, and file with the Agency. The timely filing of a properly signed and dated Demand for Hearing with the Agency shall constitute a denial of all charges.

13.4.3.4 A copy of this disciplinary procedure.

#### 13.4.4 Informal Pre-Disciplinary Hearing.

If the employee requests a hearing, a pre-disciplinary hearing shall be before the Chief Executive Officer or designee. The hearing shall be convened at the time mutually agreed to by the Agency and the employee, the time of which shall not be less than five (5) and not more than twenty (20) days after the date of service of the notice of disciplinary action, unless the parties mutually agree to an extension of time. The employee may elect to be represented or may elect to represent himself/herself. The hearing shall

be informal.

The employee shall have the opportunity to present any relevant evidence in the form of a narrative presentation or documents relative to the disciplinary action of which the employee received notice. The Chief Executive Officer or designee shall, within five (5) days from the date of the hearing, decide whether the disciplinary action of which the employee received notice shall be imposed and, if not, whether lesser disciplinary action shall be imposed. The Board of Directors may accept, reject, or modify the Chief Executive Officer's decision in cases of suspension of three (3) days or less. The Chief Executive Officer's decision shall not take effect until it is ratified by the Board.

All hearings shall be held in closed session unless the employee submits a written request for a public hearing at least three (3) working days prior to the hearing date.

13.4.5 Formal Hearing Procedure - Dismissal, Demotion or Suspensions Greater Than Three Days.

13.4.5.1 The employee requesting a formal hearing shall be given written notice of the time, date, and place of hearing. This notice shall be served on employee by certified mail or personal service.

13.4.5.2 The hearing shall normally be conducted within twenty (20) working days after receipt of the request unless both parties agree upon an extension of time.

13.4.5.3 The employee has a right to appear in person on his/her own behalf, with counsel or other representative.

13.4.5.4 A record of the hearing shall be made.

13.4.5.5 The hearing will be conducted before an impartial designee of the Board, by both the Agency and CSEA. The designee shall submit a recommended decision to the Board within ten (10) working days after the hearing.

13.4.5.6 The Board or Board's designee will consider all relevant evidence, including testimony by witnesses for the employee and for the Agency. Both parties will have the opportunity to confront and question all witnesses who testify, question all evidence presented, and to place in the record any allegations of bias on the part of the trier of fact.

13.4.5.7 If the Board determines that there is insufficient cause for dismissal or demotion, the Board shall make whatever it deems necessary to reduce the discipline or to restore any compensation or lost benefits resulting from imposition of the disciplinary action.

13.4.5.8 The decision of the Board shall be final.

13.4.6 Decision Following Formal Hearing.

The decision rendered by the trier of fact shall be based on the evidence presented. The decision shall be in writing, and will set forth findings of fact and conclusions as to whether the grounds for discipline have been sustained.

13.4.7 Failure to Request a Hearing.

If the employee fails to make a timely request for hearing, the discipline shall be imposed upon the expiration of the period for requesting a hearing.



## ARTICLE XIV

## PROFESSIONAL GROWTH

Employees who voluntarily obtain School Nutrition Association (SNA) training and complete an SNA Certificate in School Nutrition shall receive a five percent salary stipend for the length of the certification period. SNA training and certification is voluntary, is completed at the employee's expense, and, except where offered by the Agency, is completed without compensation for attendance outside the employee's regular work hours. Employees who desire to continue receiving the five percent salary stipend must keep their SNA certification current and provide verification of the required Continuing Education Units (CEU's) satisfactory to the Agency.

### Section 14.1 Definitions and Examination of CEU's

A 5% salary stipend will be earned by an employee who completes and maintains current requirements for the SNA Certificate Program. All fees and costs are the responsibility of the employee.

CEU's must, in the opinion of the Agency, relate to the employee's general area of employment, or be CEU's earned to advance the employee's educational plan goals.

14.1.1 Deadlines for Salary Changes for Professional Growth. Salary changes for professional growth shall be recorded with official transcripts in the Agency office and shall be effective the month following submission of all documents, for that school year.

14.1.2 Repeat Courses. Repeat courses may be taken for acceptable credit only if approved in advance by the CEO or designee.

14.1.3 Responsibility for Recording Units. It is the sole responsibility of the unit member to record units or hours earned in order to receive credit on the salary schedule.

14.1.4 A current, valid license in one of the building trades, or similar industry certification, pre-approved by the CEO or designee, may be considered in lieu of SNA Certification. Continuing credits to maintain annual license or certification must be completed to maintain stipend. All fees and costs are the responsibility of the employee.

### 14.1 RESPONSIBILITY OF INDIVIDUAL CLASSIFIED EMPLOYEES

In order to qualify for any professional growth increment, it shall be the responsibility of the individual classified employee to:

14.3.1 Submit all documentation to the CEO or designee in advance of the course or other activity for approval for salary credit.

14.3.2 Submit official transcripts of completed coursework to the Agency office for verification satisfactory to the Agency with required transcripts or grades.

14.3.3 If additional unexpected opportunities arise for classes/workshops, submit to the CEO or designee a request for review by the professional growth committee for prior approval.

14.3.4 Verify whether the CEO or designee has approved the training prior to commencing the training.

- 14.4 The Agency office will maintain a professional growth record for each participating employee.
- 14.5 The Agency shall reimburse employees for successful completion (passing score or better) on the Safety and Sanitation course based on the examination score percentage, (i.e. 90% score of \$130.00 equivalent reimbursement of \$117.00).

**ARTICLE XV CLASSIFICATION**

The Board of Directors shall classify all positions in the classified service. The classification of new positions not requiring certification qualifications shall be negotiated with the Association. A specific statement of duties shall be established by the Board of Directors for each new position following an opportunity to negotiations on placement on the appropriate salary range. Each position shall have a designated title, regular minimum number of assigned hours per day, days per week, and months per year.

The Board of Directors may upgrade a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position after reasonable notice and an opportunity to negotiations with the exclusive representative.

**ARTICLE XVI LAYOFF AND REEMPLOYMENT PROCEDURES**

- Section 16.1 Reason For Layoff. Layoff shall occur for lack of work or lack of funds, as provided by the Education Code.
- Section 16.2 Notice of Layoff. Affected unit members shall be given sixty (60) days written notice prior to the effective date of layoff. The notice shall advise the affected unit member of displacement rights, if any, and of reemployment rights.
- Section 16.3 Order of Layoff. The order of layoff within the class shall be determined by the length of service. 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. Length of service shall be defined as hours in paid status, but does not include any hours compensated solely on an overtime basis as described in Education Code section 45128. Hours in paid status shall not include any service performed prior to entering into probationary or permanent status in the classified service of the District.
- Section 16.4 Voluntary Demotion or Reduction in Assigned Time in Lieu of Layoff. Unit members who accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff or in order to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off, and shall retain eligibility to be considered for reemployment for an additional period up to 24 months provided that the same test of fitness under which they qualified for appointment to the class still apply. Unit members accepting voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. Unit members shall notify the Chief Executive Officer within three (3) working days of service of the notice of layoff of any election to accept a voluntary demotion or reduction in assigned time in lieu of layoff. Failure to return such notification in the time prescribed shall result in layoff.

Section 16.5 Order of Reemployment. Reemployment shall be in the reverse order of layoff. Any permanent classified unit member who voluntarily resigns from his/her permanent classified position may be reinstated or reemployed by the governing board within 39 months after his/her last day of paid service to a position in his/her former classification. If the Board so elects, it shall disregard the break in service and classify him/her as and restore the rights, benefits and burdens of permanent unit member in the class.

The unit member shall be placed on the reemployment list, and contacted for the purpose of offering reemployment during the prescribed period in order of seniority.

Unit members on the reemployment list shall be offered available vacancies in writing in the order of seniority. Unit members who fail to indicate acceptance in writing within five (5) working days of service of the notice shall be deemed to have refused the position. The Agency shall prescribe the effective date for the reemployment.

## **ARTICLE XVII**                      **SAFETY**

The Agency will establish a system for identifying and evaluating workplace hazards, including periodic inspections for unsafe working conditions and unsafe work practices.

The Agency shall provide occupational health and safety training for unit members, and will correct unsafe and/or unhealthy work practices in a timely manner, prioritized on the basis of the severity of the hazard.

Unit members shall immediately report any health or safety problems at the worksite to the immediate supervisor. The unit member will be notified of action planned to correct the problem. Unit members who fail to comply with safe and healthy work practices shall be subject to disciplinary action according to the provisions of this CBA.

The Agency will appoint an occupational safety and health committee including managers and unit members. The employee organization will be invited to appoint a representative to the committee. The committee shall review Agency workplace inspections, review causes of accidents, and investigate hazardous conditions.

## **ARTICLE XVIII**                      **YEAR ROUND EDUCATION**

Unit members assigned to a newly designated year-round education site who request a transfer shall be given first consideration for other vacancies in the Agency within their classification upon request. A traditional year schedule employee whose position becomes designated as a year-round education position and who elects not to continue in the position will have bumping rights according to seniority. The vacant position will first be flown in-house for interested applicants.

Unit members not assigned to year-round education sites whose most recent evaluation contains an overall rating of satisfactory or better may request to be placed on the substitute list for their off-duty days. Unit members called to serve as substitutes will receive their regular rate of pay if they substitute in their own classification. If the employee substitutes in a classification in which he/she has previously served, he/she shall receive the regular rate of pay for that classification. If the employee substitutes in a classification in which he/she has not previously served, he/she shall receive the regular substitute rate.

## **ARTICLE XIX**                      **SAVINGS**

If any provision of this CBA is held to be contrary to law by a final decision of a court of competent jurisdiction, such provision shall not be deemed valid except to the extent permitted by law. All other provisions will continue in full force and effect. In the event of invalidation of a provision of this CBA, the

parties shall negotiate within thirty (30) days in an attempt to reach an agreement upon a lawful replacement provision.

**ARTICLE XX                      NEGOTIATIONS**

- Section 20.1      Either party desiring to amend the CBA shall, not less than thirty (30) days prior to the termination date of the CBA; provide written notice and a written proposal.
- Section 20.2      Release Time for Negotiations. In years when the entire CBA is open for negotiations, an employee organization shall have a total of ten (10) unit member days of release time (8 hrs. x 10 days) paid by the Agency. In years of re-opener negotiations, an employee organization shall have a total of five (5) unit member days of release time (8 hrs. x 5 days) paid by the Agency. Upon the exhaustion of this paid release time, negotiations shall be conducted outside of the regular working day of unit members, or the employee organization shall compensate the Agency for the actual cost of substitute workers replacing members of the negotiations team. Such session shall be scheduled according to mutual agreement of the parties. Release time for negotiations shall be for the sole purpose of participation in negotiations, and shall be limited to five (5) employees released at one time with no more than two (2) per site to be released at the same time. The parties shall conduct their preparation for negotiations outside of this release time.
- Section 20.3      Re-opener Negotiations. Unless otherwise agreed in writing by the parties, there shall be an annual re-opener negotiations discussion on Article VI, "Salary", and Article VII, "Employee Benefits". Prior to June 30th of the first and second years of this Agreement, each party may submit a re-opener proposal on one additional article for the subsequent school year.

**ARTICLE XXI                      NO CONCERTED ACTIVITIES/LOCK-OUT**

It is agreed and understood that the Agency shall not engage in a lock-out of unit members. It is further agreed and understood that there will be no strike, work stoppage, slowdown, sick-out, or any failure to fully or faithfully perform job functions and responsibilities, or other interference with operations at the Agency by any employee organization or by such organization's officers, agents, or members, including compliance with the request of other labor organizations to engage in such activity.

The employee organizations recognize the duty and obligation of representatives to comply with the provisions of this CBA and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, sick-out, or other interference with the operations of the Agency by unit members who are represented by the employee organization, the organization shall in good faith take all necessary steps to cause those unit members to cease such action.

Any unit member who violates this Article is subject to discipline up to and including docking of pay, and/or termination by the Agency.

**ARTICLE XXII                      TERM**

The term of this CBA shall be for three (3) years, from July 1, 2014 – June 30, 2017. All other provisions of the CBA shall remain status quo. COLLECTIVE BARGAINING AGREEMENT for school year 2014/2015 only, to expire June 30, 2015, and reconsidered in negotiations openers for 2015/2016.

**ARTICLE XXIII**

**AGENCY PERSONNEL POLICIES**

Personnel policies and handbooks adopted by the Board of Directors are incorporated into this CBA, except to the extent that they may be in conflict with this CBA. In the event of such conflict, the terms of this CBA shall prevail. Personnel policies and employee handbooks shall not be subject to the grievance procedure.

**IN WITNESS WHEREOF**, the parties have caused this CBA to be executed on the day indicated below.

Agreement reached on May 3, 2016.

SANTA CLARITA VALLEY  
SCHOOL FOOD SERVICES AGENCY

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Board Representative

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CSEA Representative

CHAPTER #782

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chapter Representative

**TENTATIVE AGREEMENT**  
Between the  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**AND ITS SANTA CLARITA JPA CHAPTER #782**  
And the  
**SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**

December 20, 2016


The California School Employees Association and its Santa Clarita Valley JPA Chapter #782 (hereinafter "Association") and the Santa Clarita School Food Services Agency (hereinafter "Agency") agree to the follow Tentative Agreement (TA).

1. The parties agree to the amendments in Articles 6 and 10 of the Collective Bargaining Agreement between the Agency and CSEA as attached hereto.
2. CSEA acknowledges the upcoming mandated minimum wage increases and agrees to negotiate in good faith with the Agency in the years ahead.

It is agreed and understood that this agreement is subject to all approvals required under the CSEA 610 Policy, as well as the Governing Board approval, and CSEA, Chapter 782, bargaining unit ratification. Any language not modified in this Tentative Agreement shall remain as it was in the July 1, 2014 through June 30, 2017 Agreement between CSEA, Chapter 782, and the Agency.


Dated: 12/20/2016

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Deborah Beltran  
Chapter President  
CSEA, Chapter 782

FOR THE AGENCY:

  
\_\_\_\_\_  
Lynnelle Grumbles  
Chief Executive Officer  
Santa Clarita Valley  
School Food Services Agency

  
\_\_\_\_\_  
Mari Nikogosyan  
Labor Relations Representative  
California School Employees Association

**SALARY GRID 2016/17 for Bargaining Unit Members (Effective 01/01/2017 -- 2.5% increase)**

		1	2	3	4	5	6	7	8	9
106	Nutrition Assistant I Office Assistant	10.60 1,836.94 22,043.28	11.02 1,910.42 22,925.04	11.46 1,986.84 23,842.08	11.92 2,066.31 24,795.72	12.40 2,148.96 25,787.52	12.89 2,234.91 26,818.92	13.15 2,279.62 27,355.44	13.41 2,325.21 27,902.52	13.68 2,371.72 28,460.64
107	Receptionist	11.00 1,906.90 22,882.80	11.44 1,983.17 23,798.04	11.90 2,062.49 24,749.88	12.38 2,145.00 25,740.00	12.87 2,230.80 26,769.60	13.38 2,320.03 27,840.36	13.65 2,366.44 28,397.28	13.93 2,413.76 28,965.12	14.20 2,462.04 29,544.48
108		11.43 1,981.31 23,775.72	11.89 2,060.57 24,726.84	12.36 2,142.99 25,715.88	12.86 2,228.72 26,744.64	13.37 2,317.86 27,814.32	13.91 2,410.57 28,926.84	14.19 2,458.80 29,505.60	14.47 2,507.97 30,095.64	14.76 2,558.13 30,697.56
109	Custodian I Nutrition Assistant II	11.89 2,060.21 24,722.52	12.36 2,142.62 25,711.44	12.86 2,228.32 26,739.84	13.37 2,317.45 27,809.40	13.90 2,410.15 28,921.80	14.46 2,506.56 30,078.72	14.75 2,556.69 30,680.28	15.05 2,607.83 31,293.96	15.35 2,659.98 31,919.76
110	Custodian II Nutrition Assistant III (NA III job description to be established)	12.37 2,143.56 25,722.72	12.86 2,229.30 26,751.60	13.38 2,318.48 27,821.76	13.91 2,411.21 28,934.52	14.47 2,507.66 30,091.92	15.05 2,607.97 31,295.64	15.35 2,660.13 31,921.56	15.65 2,713.34 32,560.08	15.97 2,767.59 33,211.08
111		12.87 2,231.38 26,776.56	13.39 2,320.63 27,847.56	13.92 2,413.47 28,961.64	14.48 2,510.00 30,120.00	15.06 2,610.40 31,324.80	15.66 2,714.80 32,577.60	15.98 2,769.10 33,229.20	16.30 2,824.49 33,893.88	16.62 2,880.98 34,571.76
112	Cash Control Clerk Delivery Driver	13.41 2,323.66 27,883.92	13.94 2,416.61 28,999.32	14.50 2,513.27 30,159.24	15.08 2,613.80 31,365.60	15.68 2,718.35 32,620.20	16.31 2,827.08 33,924.96	16.64 2,883.63 34,603.56	16.97 2,941.30 35,295.60	17.31 3,000.12 36,001.44
113	Site Team Leader I Utility Worker	13.96 2,420.40 29,044.80	14.52 2,517.23 30,206.76	15.10 2,617.91 31,414.92	15.71 2,722.63 32,671.56	16.34 2,831.55 33,978.60	16.99 2,944.79 35,337.48	17.33 3,003.70 36,044.40	17.68 3,063.77 36,765.24	18.03 3,125.04 37,500.48
114	Accounting Clerk Site Team Leader II	14.56 2,523.11 30,277.32	15.14 2,624.04 31,488.48	15.74 2,728.99 32,747.88	16.37 2,838.16 34,057.92	17.03 2,951.68 35,420.16	17.71 3,069.75 36,837.00	18.06 3,131.15 37,573.80	18.43 3,193.78 38,325.36	18.79 3,257.64 39,091.68
115	Production Team Leader	15.18 2,631.76 31,581.12	15.79 2,737.04 32,844.48	16.42 2,846.53 34,158.36	17.08 2,960.38 35,524.56	17.76 3,078.80 36,945.60	18.47 3,201.95 38,423.40	18.84 3,265.99 39,191.88	19.22 3,331.31 39,975.72	19.60 3,397.94 40,775.28
116		15.84 2,746.39 32,956.68	16.48 2,856.23 34,274.76	17.14 2,970.48 35,645.76	17.82 3,089.31 37,071.72	18.54 3,212.88 38,554.56	19.28 3,341.39 40,096.68	19.66 3,408.23 40,898.76	20.06 3,476.38 41,716.56	20.46 3,545.91 42,550.92
117	Warehousing Specialist	16.54 2,866.94 34,403.28	17.20 2,981.63 35,779.56	17.89 3,100.89 37,210.68	18.61 3,224.92 38,699.04	19.35 3,353.92 40,247.04	20.12 3,488.08 41,856.96	20.53 3,557.84 42,694.08	20.94 3,628.99 43,547.88	21.36 3,701.57 44,418.84
118	Maintenance Lead	17.28 2,994.95 35,939.40	17.97 3,114.75 37,377.00	18.69 3,239.35 38,872.20	19.44 3,368.91 40,426.92	20.21 3,503.67 42,044.04	21.02 3,643.81 43,725.72	21.44 3,716.69 44,600.28	21.87 3,791.02 45,492.24	22.31 3,866.84 46,402.08

*Wages calculated as follows: Monthly base rate / 173.333 = new hourly rate. Rounding process may affect some step rates +/- by 1 cent.*

**Longevity**

After 13 years: 5% on the current Base Salary -- L2 2

After 20 years: plus 5.5% (total 10.5% compounded) on the current Base Salary -- L2 3

After 25 years: plus 6.0% (total 16.5% compounded) on the current Base Salary -- L2 4

**Professional Growth**

5.0% on the current Base Salary or the current Base Salary + Longevity -- IN 1

**CBA: CSEA tentative agreement 12/20/16; Board adopted 01/17/17**