

**KINGSBURG HIGH SCHOOL  
DISTRICT  
CSEA BARGAINING UNIT**



**PREAMBLE**

This Agreement is made and entered into this 1st day of July 2013, by and between the Kingsburg Joint Union High School District, hereinafter referred to as the District, and California School Employees Association and its Kingsburg High School Chapter #226, hereinafter referred to as CSEA or the Association.

## ARTICLE I

### RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Resolution dated April 5, 1976, and the Recognition Agreement dated June 14, 1976.

## ARTICLE II

### MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law.
- 2.2 Included in, but not limited to, those duties and powers is the right to:
  - 2.2.1 Determine its organization.
  - 2.2.2 Supervise the work of its employees.
  - 2.2.3 Determine the time and hours of operation of the District.
  - 2.2.4 Determine the kinds and levels of services to be provided and methods of providing them.
  - 2.2.5 Establish District-wide educational policies, goals, and objectives.
  - 2.2.6 Ensure the rights and educational opportunities of students.
  - 2.2.7 Determine the staffing patterns.
  - 2.2.8 Determine the number and kinds of personnel required.
  - 2.2.9 Maintain the efficiency of District operations.

2.2.10 Build, move or modify facilities.

2.2.11 Establish budget procedures and determine budget allocations.

2.2.12 Determine the methods of raising revenue.

2.2.13 Contract out work to be done or services to be rendered which might displace current employees; provided that if any reduction in hours or days of bargaining unit member(s) assignment will occur as a result of the contracting out, the District shall first meet and negotiate such change with the Association.

2.2.14 Take action on any matter in the event of an emergency.

2.2.15 The rights are retained to:

2.2.15.1 Hire.

2.2.15.2 Classify.

2.2.15.3 Assign or reassign.

2.2.15.4 Evaluate.

2.2.15.5 Promote.

2.2.15.6 Discipline employees, including termination.

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

- 2.4 The District retains its right to suspend policies and practices referred to in this Agreement in cases of emergency. An emergency shall be defined as any situation in the District which is, or has threatened, damaged or destroyed the safety, well-being and operation of District property, employees, students, or the community.
- 2.5 The determination of whether or not an emergency exists is solely within the discretion of the District and may not be subject to the provisions of Article III, Grievance Procedure; nor shall any action taken by the District in response to an emergency be subject to the provisions of Article III, Grievance Procedure. Individual unit members may file a grievance to enforce contractual obligations not given, as a result of the District declaring and implementing an emergency.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### 3.1 DEFINITIONS:

- 3.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of this collective bargaining agreement.
- 3.1.2 A "grievant" may be any employee of the District covered by this collective bargaining Agreement.
- 3.1.3 A "day" is any day in which the central administrative office of the District is open for business.

3.1.4 The “immediate supervisor” is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.

3.2 PROCESSING A GRIEVANCE:

3.2.1 Informal Level: Within ten (10) days after the employee has become aware or has knowledge of the action or omission giving rise to the grievance, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor.

3.2.2 Level I: Failing to resolve the difficulty through informal means, the grievant may within ten (10) days from the informal conference register a formal grievance. The grievance shall be in writing, on forms approved by the District, with copies to the Association, his/her immediate supervisor, and the Superintendent, stating the following:

3.2.2.1 Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;

3.2.2.2 Steps taken to resolve differences through informal means.

3.2.2.3 Steps the grievant recommends the District take to remedy the grievance.

The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within ten (10) days after receiving the grievance.

3.2.3 Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent or the District Superintendent's designee within ten (10) days after receiving the Level I decision. The written appeal shall contain the following:

3.2.3.1 A copy of the original grievance;

3.2.3.2 The decision rendered at Level I;

3.2.3.3 A clear, concise statement of the reasons for the appeal. The District Superintendent or the District Superintendent's designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor within ten (10) days after receiving the appeal.

3.2.4 Level III: If not satisfied with the decision at Level II, the grievant may, within ten (10) days, appeal the decision to the Board of Trustees. The grievant shall furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, shall review the record and if it finds it necessary, shall hear

additional testimony or receive additional evidence. The decision of the Board shall be final and binding on all parties.

3.3 REPRESENTATION:

3.3.1 No employee shall be required to be represented by the Association in processing a grievance.

3.3.2 An employee may request the Association to represent him/her in all stages of the grievance procedure beyond the Informal Level.

3.3.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.

3.3.4 If an employee pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.

3.3.5 Designated Association representatives shall receive paid release time off from duties without loss of compensation for the purpose of processing grievances beyond the Informal Level subject to the following conditions:

3.3.5.1 No later than fourteen (14) days following ratification of this Agreement, the Association shall designate in writing to the Superintendent no more than two (2) employees who shall



be entitled to time off as Association grievance representatives.

3.3.5.2 The representatives shall notify the District twenty-four (24) hours prior to release from duties in order that a substitute may be obtained, unless a conference is scheduled between the grievant and the administration with less than twenty-four (24) hours' notice to the grievant.

3.3.5.3 Such time shall be limited solely to representing a grievant in a conference with a management person beyond the Informal Level and in no way shall this include the use of such time for matters such as gathering information, interviewing witnesses or preparing presentations.

3.3.5.4 No more than one representative per grievance shall be released at a time.

#### 3.4 TIME LIMITS:

3.4.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.

3.4.2 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

3.3.3 Time limits in this policy may be extended by mutual agreement between the grievant and the District Administration.

#### **ARTICLE IV**

##### **SALARY**

The Classified Salary Schedule for the 2013-14 school year shall reflect a 5% increase to the salary schedule at each step and class, retro-active to July 1, 2013.

##### **2014-15**

The 2014-15 salary schedule shall reflect a 5% increase to the salary schedule at each step and class retro-active to July 1, 2014. (2/12/15)

##### **2015-16**

The 2015-16 salary schedule shall reflect a 4% increase to the salary schedule at each step and class effective July 1, 2015. (2/12/15)

An increase of .50% to be added for each year over Step 20 on the salary schedule. (11/4/03)

Longevity salary incentives shall be based on actual years of service at KJUHSD and not on the step placement of the employee on the salary schedule. (9/28/04)

*The 20-step Salary Schedule shall be found in Appendix B.*

## ARTICLE V

### HEALTH

The District will provide health, dental, vision, prescription, and mental health coverage through a mutually-agreed to carrier by CSEA and the Kingsburg Joint Union High School District. For the life of this agreement, an eligible employee shall contribute \$25.00 per month or less to the cost. (See Article IV)

At the end of the 2007-08, the member contribution toward health benefits will be re-negotiated before any change takes place.

## ARTICLE VI

### HOURS/VACATIONS/HOLIDAYS

6.1 Work Week and Work day: The regular work week of a full time unit member shall be forty (40) hours per week, and the regular work day shall be eight (8) hours per day, normally Monday through Friday.

6.1.1 The scheduling of the hours and the work days shall be at the sole discretion of the District management.

6.1.1.1 Once the employee's work schedule has been established by the District, no change shall take place until the employee has been notified and both the employee and the District have discussed the change(s). (05-20-97)

6.1.2 The District may in its discretion, call staff meetings with all or any portion of its bargaining unit members. If a scheduled meeting is

not during members normal work day and cannot be accommodated by rescheduling, compensation is to be as provided in this Article.

6.2 Overtime: The District will provide pay or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for bargaining unit members designated by the District as authorized to perform such overtime. The employee shall have the right to refuse to work overtime unless an emergency has been declared by the administration.

6.2.1 Overtime is considered to be any time required to be worked in excess of an employee's regular work shift.

6.2.2 For the purpose of computing the number of hours worked, time during which the bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence shall be considered as time worked by the unit member.

6.2.3 The designation, authorization and allocation of any overtime shall rest solely with the District management, and shall not be subject to Article III, "Grievance Procedure".

6.2.4 Any compensation time earned and not taken within twelve (12) months shall be paid the employee at the appropriate rate.

6.3 Notwithstanding section 6.1 and 6.2 and 6.2.4 of this Article, the work week for any bargaining unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days.

6.3.1 Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

6.4 Lunch Period: All duty for six (6) hours shall be entitled to a duty-free lunch period of no less than thirty (30) minutes nor no more than 120 minutes per day.

6.5 Rest Period: All bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work as scheduled by the District.

6.5.1 To the extent practicable, the break shall be taken near the middle of the four (4) hour period.

6.6 Vacation: Bargaining unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced as set forth below.

6.6.1 Vacation Accrual: The following vacation shall be available for full-time, 40 hour week, 12 month/year employees of the District.

Employees working less hours per day and/or less months per year shall receive pro-rata vacation based on their hours/day, months/year as compared to the above full-time employee.

1-5 Years Service: Two weeks vacation per calendar year (10 days)

6-10 Years Service: Three weeks vacation per calendar year (15 days)

10 + Years Service: Four weeks vacation per calendar year (20 days)

6.6.2 Such vacation shall not become a vested right until completion of six (6) months employment of initial employment.

6.6.3 The scheduling of such vacation shall be mutually agreed between District management and the employee.

6.6.4 Each employee will be allowed one "floating" holiday (compensation day) each year. This day is to be used each year and will not accrue from year to year. This holiday is not to be taken on the first day of school. This day will not be deducted from available sick leave or vacation time. (11-04-03)

6.7 Shift Differential When assigned evening work on a regular basis, the employee shall receive additional compensation at 7% of base salary. Evening work is defined as a minimum of 4 hours after 5:00 P.M. or if the entire shift is after 5:00 P.M. (11-04-03). The 7% is to apply to entire shift effective July 1, 1995. (05-20-97)

6.8 Call Back Time:

6.8.1 An employee who is required by the District to return to work after completion of a normally assigned work day shall be paid a minimum of two (2) hours at the appropriate overtime rate. An employee who is required to work prior to their normally assigned work hours shall be paid a minimum of two (2) hours at the appropriate overtime rate as long as the start time is at least two hours prior to their regularly scheduled start time. (2-27-03) This section will include those employees who are returned to work on a Saturday, Sunday, or holiday.

6.8.2 Call back time shall be used when an employee has been called back to work on a Saturday, Sunday, or holiday; and during weekdays, any hours worked other than regular scheduled time and scheduled overtime.

6.9 Holidays: All unit members shall be entitled to the paid holidays listed in Appendix A, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

6.9.1 Regular unit members who are not normally assigned to duty during the holidays of December 24, December 25, December 31 and January 1 shall be paid for those four (4) holidays provided that they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holidays. Regular unit members who are not normally assigned to duty

during the holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

6.9.2 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holidays, he shall be paid compensation, or given compensatory time off, for such work in addition to regular pay received on the holiday, at the rate of time and one-half his regular rate of pay.

## ARTICLE VII

### TRANSFERS/VACANCIES/PROMOTIONS

7.1 TRANSFERS: Transfers of bargaining unit members may be initiated by the District management at any time whenever such transfer is in the best interest of the District as defined by the District management.

7.1.1 A bargaining unit member affected by such transfer shall be given notice at least ten (10) work days in advance of said transfer; a conference will be held between the appropriate management



person and the bargaining unit member in order to discuss the reasons for the transfer.

7.2. Vacancies: The District management shall post in each bargaining unit work location a list of all known bargaining unit vacancies.

7.2.1 The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

7.2.2 All bargaining unit members meeting the job specifications as announced, and who submit an application, shall be considered for the position.

7.2.3 No posted vacancy shall be permanently filled until five (5) unit work days after notice of the vacancy has been posted.

7.2.4 For purposes of this provision, a vacancy is any bargaining unit position which is new or which remains unfilled after any transfers are made pursuant to section 7.1 above.

7.2.5 Consideration will be given to all applications which meet the established qualifications for the vacancy and which are properly submitted. First consideration will be given to existing District personnel; and if the appointment to the vacancy is between

existing District personnel, the length and quality of service of the employees, all other factors being equal, shall be determinative. However, the final selection is within the discretion of the District management.

7.3 Evaluations:

7.3.1 Performance Evaluations: During any employee's probationary period (which shall be of six (6) months duration), a minimum of two written evaluations of his/her performance normally on completion of the third (3rd) and sixth (6th) month shall be filed with the Superintendent, or his/her designee. Thereafter, a written evaluation shall be completed at least once each year. (05-20-97)

7.3.1.1 A supervisor may give an employee a written evaluation at any time if the employee is not performing at competent standards or for some exceptional work performance.

7.3.2 Procedure:

7.3.2.1 The performance evaluation reports shall be completed by the employee's immediate supervisor and/or any administrator.

7.3.2.2 The reports shall be completed on forms prescribed by the District.

7.3.2.3. Upon the completion of any written performance evaluation report, the immediate supervisor shall present it to the employee and within five (5) working days of the date of the evaluation, a conference shall be held between the employee and the immediate supervisor to discuss all aspects of the written report. No evaluation report shall be placed in the employee's personnel file prior to this conference.

7.3.2.4 The employee shall then sign the report in order to indicate his/her receipt and he/she shall retain a signed copy. Signing of said report does not indicate concurrence with the contents. In addition, the employee may attach to or write upon the written evaluation any remarks the employee deems pertinent.

7.3.2.5 Any negative evaluation shall include specific written recommendations for performance improvement.

## ARTICLE VIII

### LEAVES

8.1 Personal Illness and Injury Leave: Full time bargaining unit members shall be entitled to twelve (12) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work

less than full time shall be entitled to that portion of the twelve (12) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full time bargaining unit member in a comparable position.

8.1.1 A regular bargaining unit member shall, once a year, be credited with a total of one hundred (100) working days of paid sick leave. Such days of paid sick leave shall be compensated at fifty (50%) percent of the employee's regular salary. This leave would run after exhaustion of other illness leave provisions.

8.1.1.1 The extended illness leave shall not accrue from school year to school year.

8.1.2 Upon request by District management, a bargaining unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. In general, this provision would not be invoked in case of illnesses of four (4) days or less.

8.1.3 Whenever possible, a bargaining unit member must contact the Superintendent or his/her designee as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute's service.

- 8.1.4 A bargaining unit member who is absent for less than a full work day shall have deducted hourly increments from the accumulated leave.
- 8.1.5 A bargaining unit member shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work at least one (1) hour prior to the close of the preceding work day if such failure results in a substitute being secured.
- 8.1.6 Each bargaining unit member shall be notified of the accumulated leave by no later than October 15 of each school year.
- 8.1.7 Any medical examination required by the District shall be at the District's expense.
- 8.2 Personal Necessity Leave: Leave which is credited under section 8.1 of Personal Illness and Injury Leave may be used, at the bargaining unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year.
- 8.2.1 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the bargaining unit member's immediate family; (b) an accident which is unforeseen involving the bargaining unit member's person or property, or the

person or property of a bargaining unit member's immediate family.

- 8.2.2 Under no circumstances shall leave be available for purposes of personal convenience, for the extension of a holiday or vacation period, for matters which can be taken care of outside the work hours, or for recreational activities. An employee may request leave under this provision to the Superintendent for reasons other than stated above. The decision of the Superintendent shall be final in this matter.
- 8.2.3 Before the utilization of personal necessity leave, a bargaining unit member must obtain prior written approval from the appropriate management person; except for cases of (a) and (b) in section 8.2.1 above. Should the circumstances outlined in (a) and (b) arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.
- 8.2.4 Under all circumstances, a bargaining unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in section 8.2.1 above.
- 8.3 Pregnancy Disability Leave: The employee may use sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from.

8.3.1 Such leave shall not be used for child care, child rearing, or preparation for child bearing.

8.3.2 The length of such leave, including beginning and ending dates, shall be determined by the employee and attending physician.

8.3.3 A bargaining unit member shall immediately notify the District Superintendent in writing of the projected date on which the leave is expected to commence and the probable date upon which such leave shall terminate. Such notice shall also include a comprehensive medical report from the bargaining unit member's treating physician verifying such pregnancy disability. The failure to provide such notification and medical verification within sixty (60) days of the onset of disability may result in the denial of leave benefits for pregnancy disability.

8.4 Leave Without Pay for Child-Bearing Preparation and Child Rearing:

Leave without pay or other benefits may be granted to a bargaining unit member for preparation for child bearing and for child rearing.

8.4.1 The bargaining unit member shall request such leave as soon as practicable. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

8.4.2 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the

Superintendent when considering the scheduling and replacement problems of the District.

- 8.4.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 8.4.4 There shall not be a diminution of employment status for child bearing or child rearing; except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes.
- 8.4.5 If an employee is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the bargaining unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the employee to a position as soon as practicable.
- 8.5 Bereavement Leave: A bargaining unit member shall be entitled to three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel or 300 miles one way is required, without loss of salary on account of the death of any member of his/her immediate family.



8.5.1 For purposes of this provision, an immediate family shall be limited to mother, father, step-parents, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister, brother-in-law, or sister-in-law of the employee or any persons living in the immediate household of the employee.

8.5.2 Upon approval from the superintendent or his/her designee, an employee may be granted bereavement leave on account of death of an individual other than members of the employee's immediate family as defined in Section 2 above.

8.6 Industrial Accident Leave: All employees are insured in the event of a job-connected disability. Employees should report immediately all injuries which occur at work (within twenty-four hours) no matter how minor they may appear at the moment. The employees are required to complete a form through the District's workers compensation carrier which is the basis for his/her claim through the workers compensation program.

8.6.1 An injured employee is entitled to receive all medical, surgical and hospital treatment essential to the care or relief of the effect of an injury on the job.

8.6.2 Employees shall receive a maximum of sixty (60) working days leave with pay in any one fiscal year for an industrial accident or

illness. An industrial accident or illness is defined as one where the employee become ill or is injured in the course of his employment with the District and the accident or job-connected illness is reported as indicated above. This leave does not affect the normal accumulated sick leave. It is not accumulative from year to year and if an absence overlaps into a new school year, the employee will have available only the amount which was not used the prior year for a job-connected illness or the same accident.

8.6.3 Leave commences with the first day of absence. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the District's workers compensation insurance carrier which would make the total compensation from both sources exceed one hundred (100%) percent of the amount the employee would have received a salary had there been no industrial accident or illness.

8.6.4 After the first full sixty (60) working days, the full salary of the employee will continue as long as the employee has entitlement to normal sick leave, vacation, etc., available. These entitlements are reduced only by the amount required to provide a full day's pay when added to the workers compensation insurance carrier award.

- 8.6.5 The leave is not considered a break in service and the individual, if physically able, may return to his position during the "paid period".
- 8.6.6 When all such paid benefits have expired, workers compensation insurance carrier checks are no longer endorsed to the District and the employee is placed on a reemployment list for thirty-nine months. During this time and when able to return to work, he has classification over all other candidates.
- 8.6.7 During absences due to industrial accidents, the employee must remain in California, unless the Board grants permission otherwise.
- 8.6.8 If at the conclusion of all industrial accident leave and additional leave, the classified employee is still unable to assume the duties of his position, he will be placed on a reemployment list in the same manner as if he were laid off for lack of work or for lack of funds pursuant to Education Code Section 45192.

8.7 Judicial Leave:

- 8.7.1 Bargaining unit members will be provided leave for regularly called jury duty and to appear as witnesses in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the bargaining unit member. The bargaining unit member shall notify the District as soon as he/she receives notification to serve as a witness or on jury duty.

8.7.2 The bargaining unit member while serving jury duty will receive pay in the amount of the difference between the bargaining unit member's regular earnings and the amount received for jury service, less mileage expense.

8.8 Military Leave: A bargaining unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

8.9 Other Leaves With/Without Pay:

8.9.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave with/without compensation, increment, seniority or tenure credit, may be granted for a period of one school year for the following purposes:

8.9.1.1 Care for a member of the immediate family who is ill, long-term illness of the bargaining unit member, service in an elected public office, or retraining, study or research.

8.9.2 The application for a granting of such leaves of absence shall be in writing. In addition, a bargaining unit member on such leave shall notify the District Personnel Office by March 1 of the school year he/she is on leave as to intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

8.9.3 Personal Leave Day.

8.9.3.1. Two personal leave days per school year may be granted to unit members for personal use without loss of pay. (05-20-97)

8.9.3.2 Personal Leave Day must be applied for in writing three days in advance except in cases of emergency. Approval shall be granted by the administration based upon the written request form and provided that conflicts as outlined (c) and (d) do not preclude the granting of the Leave. No explanation for the request is required.

8.9.3.3A Personal Leave Day shall not be granted for the first and last days of the school year (emergencies excepted).

8.9.3.4 No more than one unit member in a department may take this election on the same day. This non-accumulative Personal Leave Day will be deducted from sick leave when the option is exercised.

8.9.3.5 No request for this Personal Leave Day may be made prior to 8:00 A.M. on the first day of school each year.

#### 8.9.4 Perfect Attendance Incentive.

8.9.4.1 An employee who has no absences during the regularly-scheduled work year excepting compensatory time-off shall receive an incentive premium of one (1) day's pay or one (1) additional vacation day.

## ARTICLE IX

### SAFETY

- 9.1 Every bargaining unit member shall report unsafe working conditions to his/her immediate supervisor.
- 9.2 School personnel shall not be required to work under proven unsafe conditions or to perform tasks which endanger their health or safety.
- 9.3 If the existence of an unsafe condition cannot be mutually agreed upon by the Superintendent and the bargaining unit member, determinations shall be made by Cal-OSHA or other appropriate agency.

## ARTICLE X

### ASSOCIATION RIGHTS

- 10.1 The employee organization shall have the right to access to District employees at reasonable times.
  - 10.1.1 The term "reasonable times" as used herein means employee meal or rest periods and any time before or after an employee's assigned duty time when such employee is present upon District property, but is not expected to be performing services or to be ready to perform services on behalf of the District.
  - 10.1.2 Employee organization access to the employees may be available by mutual agreement between the organization and the Superintendent.

10.2 Representatives of the employee organization may contact employees in any lounge facility, meeting room office, classroom, garage or grounds of the District provided that:

10.2.1 Nothing herein shall be deemed to permit such access to an employee during any time set aside for assigned duty.

10.2.2 Such access will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative; and

10.2.3 Such access will not be utilized in such a manner that will disturb, disrupt or otherwise interfere with the assigned duties of any employee of the District.

10.3 The Association shall have the right to use District buildings and facilities for the conduct of lawful Association business upon prior approval by the District management and compliance with the requirements of the Civic Center Act (Education Code Sections 40040, et seq.).

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

10.4.1 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 a designated authorization by the Association president.

- 10.4.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and
- 10.4.3 The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel. Any such defamatory or derogatory material is subject to the immediate removal by the District.
- 10.5 The Association, upon request, shall be furnished:
- 10.5.1 Once per year a list of bargaining unit members stating job classification and work site and home addressees and phone numbers.
- 10.5.2 After submission to the Board, one copy of the J201 budget.
- 10.5.3 After posting, one copy of the agenda for meetings of the Board of Trustees.
- 10.5.4 Subsequent to a meeting of the board of Trustees, one copy of the minutes.
- 10.6 Within a reasonable period after the execution of the contract, the District shall print or duplicate this contract and provide at least one copy of the Agreement for each employee in the bargaining unit.



10.7 The Association will exclusively receive time off from duties from the processing of grievances past Level I of the Grievance Procedure, Article III herein, for bargaining unit members who are designated as Association representatives, subject to the following conditions:

10.7.1 By no later than fourteen (14) days following the signing of this Agreement, the Association will designate in writing to the Superintendent two (2) employees who are to receive time off.

10.7.2 Only one (1) representative per grievance shall receive release time.

10.7.3 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative shall inform his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and,

10.7.4 That such time off shall be limited to representing a grievant in grievance processing, beyond the informal level, and shall be limited to reasonable release time.

10.7.5 Prior to taking release time pursuant to this section, the employee shall notify his/her supervisor.

10.8 The Association shall have the right to up to one hundred (100) hours of Paid Release Time per year, to be used for Association business. Except in

an emergency, such time must be requested at least three (3) days in advance following consultation with the administration. (05-20-97)

## **ARTICLE XI**

### **RETIREE**

- 11.1 After twenty (20) years of service in the District and upon reaching the age of sixty (60), a classified employee may choose to retire with the District continuing to provide health and dental benefits until the retiree reaches sixty-five (65) years of age at no cost to the employee.

## **ARTICLE XII**

### **EXTRA DUTIES (11-04-03)**

- 12.1 Employees assigned to the additional duty of calling substitute teachers shall receive a monthly flat rate of \$325.00 for such services. (12-10-99)  
This amount shall be paid each month during a ten (10) month school year, i.e., September to June. Enhancement of this flat rate will occur when percentage increases are offered by the District to the Classified Salary Schedule, i.e. COLA, effective July 1, 1998. (05-20-97)

- 12.2 Employees working additional non-paid duties, i.e. Club Advisor, sports scorekeeper, etc., shall receive exchange time for each hour worked up to a maximum of twenty-four (24) hours per school year. (05-20-97)
- 12.3 Employees who chaperone school-sponsored activities on a regularly-scheduled workday, i.e. field trip will receive credit for having worked that day without loss of pay. Employees who have completed their regularly-scheduled work day and then volunteer to chaperone a school-sponsored activity and who return after midnight of that day, will be excused from their next regularly-scheduled duty day without loss of pay provided it is a work day. (05-20-97)
- 12.4.1 The employee assigned the additional duty of Bus Driver Instructor must possess a Bus Driver Instructor certificate and shall receive a monthly flat rate of \$50, plus \$25 per year per licensed driver and trainee employees. The Bus Driver Instructor will train all Kingsburg High School employees free of charge. The Bus Driver Instructor will have free use of Kingsburg High School facilities if at least one KJUHSD employee is being trained. The Bus Driver Instructor has free use of equipment only when training a district employee. Some training could occur during regular working hours with the approval of the Supervisor of Operations. (11-04-03)

## ARTICLE XIII

### SAVINGS PROVISION

If any portion of the Agreement as mentioned above is deleted or held to be illegal, the parties shall meet within thirty (30) days to negotiate successor language.

## ARTICLE XIV

### DUES DEDUCTION

14.1 The District shall deduct the dues in accordance with the dues and service fee schedule as authorized or modified by the State organization membership from the wages of all members of the bargaining unit.

14.1.1 Employees hired on or before July 1, 1979 are exempt from the terms and conditions of this Article, except if they voluntarily join on subsequent to that date.

14.2 However, if an employee in the bargaining unit has a religious conviction which does not permit the employee to pay a representational fee to any employee organization, the employee may file an exemption form authorized by the District.

- 14.2.1 An amount equivalent to the representational fee shall then be paid to an agreed to tax exemption agency, but not the member's own church (i.e., Red Cross, United Way, District Scholarship Fund, etc.).
- 14.2.2 If the employee elects to change his or her belief toward paying a representational fee, the exemption shall be void.
- 14.3 The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other action arising from the organizational security provisions contained herein.
- 14.4 The District shall not be required to take any disciplinary action against those bargaining unit members not paying the dues or fees.
- 14.4.1 However, if the bargaining unit members fail to make financial arrangement for direct payment, the District shall deduct the appropriate amount and pay such amount to the Association
- 14.5 Failure to pay dues or fees would be in violation of this agreement.

## ARTICLE XV

### NO-STRIKE CLAUSE (CONCERTED ACTIVITIES)

- 15.1 It is agreed and understood that there will be no strike or work stoppage during the term of this Agreement.

15.2 The Association recognizes the obligation of its representatives and members to comply with the provisions of this Agreement and to make an effort toward inducing all employees to do so.

15.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination.

## ARTICLE XVI

### SUPPORT OF AGREEMENT

16.1 The Association agrees to support this Agreement for its term and will not appear before any public bodies in order to seek change or improvement in a matter subject to the meet and negotiation process, except by mutual agreement of the District and Association.

## ARTICLE XVII

### CONCLUSIVENESS OF AGREEMENT

17.1 During the term of this agreement, the Association expressly waives and relinquishes the right to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the

time they met and negotiated on and executed this Agreement; and even though such subjects or matter were proposed and later withdrawn.

Exceptions to the above are the following agreed upon reopeners:

- |              |  |
|--------------|--|
| 2013-14      | Negotiations completed.  |
| 2014-15      | Salary and benefits complete. Continue discussion on language and procedure relative to the master contract and establish an MOU if mutual agreement is reached prior to contract expiration of June 30, 2016. |
| 2015-16      | Salary and benefits complete.  |
| July 1, 2016 | For a successor Agreement.   |

This Contract shall remain in effect from July 1, 2013 through June 30, 2016, subject to reopening of negotiations.

**ARTICLE XVIII**

**TERM**

This contract shall remain in effect from July 1, 2013 through June 30, 2016.

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**C.S.E.A. CHAPTER 226**

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**KINGSBURG JOINT UNION  
HIGH SCHOOL DISTRICT**

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Date

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Date



APPENDIX A  
HOLIDAYS - 2013-16

* Independence Day	1
* Labor Day	1
* Veterans Day	1
* Thanksgiving Day	1
Day after Thanksgiving (In lieu of Admissions Day)	1
Christmas Eve Day	1
* Christmas Day	1
New Year's Eve Day	1
* New Year's Day	1
* Dr. Martin Luther King Day	1
* Lincoln's Birthday	1
* Washington's Birthday	1
* Good Friday (12-10-99)	1
Spring Vacation Day	1
* Memorial Day	<u>1</u>
TOTAL	15

\*Denotes legal holidays.

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**

Classified Salary Schedule

2014-2015

APPENDIX B

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>

**OFFICE**

Clerk	<u>2108</u>	<u>2225</u>	<u>2292</u>	<u>2358</u>	<u>2431</u>	<u>2504</u>	<u>2578</u>	<u>2604</u>	<u>2628</u>	<u>2654</u>
	12.11	12.79	13.17	13.55	13.97	14.39	14.82	14.97	15.10	15.25
	<u>2705</u>	<u>2711</u>	<u>2734</u>	<u>2764</u>	<u>2792</u>	<u>2816</u>	<u>2846</u>	<u>2875</u>	<u>2905</u>	<u>2936</u>
	15.55	15.58	15.71	15.89	16.05	16.18	16.36	16.52	16.70	16.87
Supt/Secretary	<u>3045</u>	<u>3138</u>	<u>3230</u>	<u>3330</u>	<u>3430</u>	<u>3532</u>	<u>3637</u>	<u>3677</u>	<u>3711</u>	<u>3746</u>
Payroll /Finance Tech	17.50	18.03	18.56	19.14	19.71	20.30	20.90	21.13	21.33	21.53
	<u>3785</u>	<u>3824</u>	<u>3865</u>	<u>3901</u>	<u>3943</u>	<u>3982</u>	<u>4018</u>	<u>4061</u>	<u>4097</u>	<u>4142</u>
	21.75	21.98	22.21	22.42	22.66	22.89	23.09	23.34	23.55	23.80
ASB Clerk )	<u>2513</u>	<u>2587</u>	<u>2671</u>	<u>2748</u>	<u>2825</u>	<u>2912</u>	<u>3001</u>	<u>3032</u>	<u>3065</u>	<u>3094</u>
Attendance Clerk )	14.44	14.87	15.35	15.79	16.24	16.74	17.25	17.43	17.61	17.78
Registrar )	<u>3125</u>	<u>3153</u>	<u>3187</u>	<u>3219</u>	<u>3251</u>	<u>3283</u>	<u>3316</u>	<u>3347</u>	<u>3381</u>	<u>3418</u>
School Secretary )	17.96	18.12	18.32	18.50	18.68	18.87	19.06	19.24	19.43	19.64

**OPERATIONS**

AM SHIFT/Utility Person/  
School Bus Driver \*2577.00 Monthly/14.81 Hourly - Non Licensed Commercial, School Bus Driver

	<u>2956</u>	<u>3067</u>	<u>3149</u>	<u>3230</u>	<u>3314</u>	<u>3406</u>	<u>3490</u>	<u>3528</u>	<u>3555</u>	<u>3592</u>
	16.99	17.63	18.10	18.56	19.05	19.57	20.06	20.28	20.43	20.64
	<u>3624</u>	<u>3656</u>	<u>3689</u>	<u>3721</u>	<u>3752</u>	<u>3791</u>	<u>3823</u>	<u>3857</u>	<u>3891</u>	<u>3923</u>
	20.83	21.01	21.20	21.39	21.56	21.79	21.97	22.17	22.36	22.55

PM SHIFT/Utility Person/  
School Bus Driver \*2703.00 Monthly/15.53 Hourly - Non Licensed Commercial, School Bus Driver

	<u>3101</u>	<u>3217</u>	<u>3303</u>	<u>3388</u>	<u>3477</u>	<u>3573</u>	<u>3661</u>	<u>3701</u>	<u>3730</u>	<u>3768</u>
	17.82	18.49	18.98	19.47	19.98	20.53	21.04	21.27	21.44	21.66
	<u>3801</u>	<u>3836</u>	<u>3869</u>	<u>3904</u>	<u>3935</u>	<u>3976</u>	<u>4011</u>	<u>4046</u>	<u>4082</u>	<u>4115</u>
	21.84	22.05	22.24	22.44	22.61	22.85	23.05	23.25	23.46	23.65

Maintenance \*2897.00 Monthly/16.65 Hourly Non Licensed Commercial, School Bus Driver

	<u>3276</u>	<u>3331</u>	<u>3421</u>	<u>3510</u>	<u>3602</u>	<u>3700</u>	<u>3799</u>	<u>3831</u>	<u>3863</u>	<u>3901</u>
	18.83	19.14	19.66	20.17	20.70	21.26	21.83	22.02	22.20	22.42
	<u>3942</u>	<u>3974</u>	<u>4011</u>	<u>4045</u>	<u>4083</u>	<u>4120</u>	<u>4156</u>	<u>4194</u>	<u>4235</u>	<u>4271</u>
	22.66	22.84	23.05	23.25	23.47	23.68	23.89	24.10	24.34	24.55

Bus/Motor/Maintenance	<u>3424</u>	<u>3518</u>	<u>3609</u>	<u>3709</u>	<u>3809</u>	<u>3911</u>	<u>4016</u>	<u>4056</u>	<u>4090</u>	<u>4125</u>
	19.68	20.22	20.74	21.32	21.89	22.48	23.08	23.31	23.51	23.71
	<u>4164</u>	<u>4203</u>	<u>4244</u>	<u>4280</u>	<u>4322</u>	<u>4361</u>	<u>4397</u>	<u>4440</u>	<u>4476</u>	<u>4521</u>
	23.93	24.16	24.39	24.60	24.84	25.06	25.27	25.52	25.72	25.98

To be included \$52.50 monthly flat fee, plus \$26.25 per year per licensed School Bus Driver and Trainee employees of Kingsburg Joint Union High School District

**CAFETERIA**

Snack Bar Manager	13.18	13.53	13.95	14.35	14.82	15.26	15.69	15.84	15.99	16.18
	16.31	16.50	16.66	16.82	17.00	17.17	17.34	17.54	17.67	17.84
Cafeteria Assistant	12.73	13.17	13.51	13.97	14.35	14.81	15.25	15.36	15.52	15.68
	15.84	15.99	16.17	16.30	16.47	16.63	16.82	16.97	17.14	17.34

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**

Classified Salary Schedule

2014-2015

APPENDIX B

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

**AIDES**

**Instructional and Safety**

0 Units	12.16	12.54	12.86	13.27	13.67	14.07	14.51	14.64	14.82	14.97
	15.07	15.28	15.37	15.65	15.70	15.87	16.01	16.21	16.34	16.51
30 Units	12.51	12.85	13.22	13.64	14.05	14.48	14.93	15.03	15.26	15.35
	15.52	15.67	15.83	15.97	16.17	16.29	16.41	16.63	16.80	16.95
60 Units	12.73	13.17	13.51	14.01	14.35	14.81	15.25	15.36	15.52	15.68
	15.84	15.99	16.17	16.30	16.47	16.63	16.87	16.97	17.14	17.34
90 Units	13.06	13.39	13.86	14.23	14.64	15.07	15.56	15.70	15.89	16.01
	16.19	16.34	16.51	16.70	16.83	17.01	17.18	17.37	17.55	17.69
120 Units	13.29	13.68	14.10	14.53	14.98	15.38	15.89	16.03	16.19	16.34
	16.51	16.71	16.85	17.01	17.18	17.37	17.55	17.69	17.88	18.07
BA Degree	17.15	16.81	18.22	18.76	19.30	19.85	20.48	20.67	20.85	21.11
	21.30	21.50	21.72	21.92	22.19	22.37	22.63	22.85	23.06	23.30

**LIBRARY CLERK**

0 Units	12.73	13.17	13.51	14.01	14.35	14.81	15.25	15.36	15.52	15.68
	15.84	15.99	16.17	16.30	16.47	16.63	16.87	16.97	17.14	17.34
30 Units	13.06	13.39	13.86	14.23	14.64	15.07	15.56	15.70	15.89	16.01
	16.19	16.34	16.51	16.70	16.83	17.01	17.18	17.37	17.55	17.69
60 Units	12.66	13.03	13.43	13.84	14.27	14.65	15.13	15.27	15.42	15.56
	15.75	15.91	16.05	16.20	16.36	16.54	16.72	16.85	17.03	17.21
90 Units	13.61	14.01	14.44	14.87	15.31	15.75	16.23	16.39	16.57	16.75
	16.91	17.03	17.21	17.39	17.61	17.76	17.93	18.11	18.29	18.48
120 Units	13.88	14.29	14.69	15.11	15.59	16.03	16.52	16.71	16.85	17.02
	17.19	17.37	17.56	17.71	17.88	18.08	18.24	18.45	18.62	18.83
BA Degree	17.05	17.61	18.11	18.66	19.18	19.62	20.37	20.62	20.78	20.99
	21.22	21.42	21.63	21.83	21.99	22.32	22.53	22.72	22.98	23.19

All units must be applicable toward an A.A. or B.A. Degree. New employees must furnish verification of units within fifteen (15) days of employment in order to receive credit on initial placement. Unit requirements for advancement must be submitted to the personnel office prior to July 1 of each year. Any movement across the schedule shall be effective July 1 of the school year following unit completion.

**MISCELLANEOUS**

Substitute Caller \$489.00



# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 18<sup>th</sup> Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

Randy Morris, Superintendent

Board of Trustees: Rick Jackson, Brent Lunde, Steve Nagle, Mike Serpa, Johnie Thomsen

February 6, 2015

Negotiations  
2014-2015

This is the contract agreement between the Kingsburg California School Employees Association Chapter #226 and the Kingsburg Joint Union High School District for 2014-15, 2015-16.

The KCSEA #226 and the KJUHSD agree to the following salary schedule adjustments.

- 5% increase for the 2014-15 school year retroactive to July 1 2014.
- 4% increase for the 2015-16 school year.

The entire agreement will expire June 2016. Both the KJUHSD and KCSEA #226 agree to continue discussion on language and procedures relative to the master agreement. If mutual agreements are reached prior to the contract expiration date both parties will establish MOU's reflecting those agreements.

The agreement is subject to approval by the KJUHSD Board of Trustees and the association membership ratification.

Kingsburg Joint Union High School District  
KCSEA # 226

Kingsburg Joint Union High School District  
Board of Trustees

Kingsburg Joint Union High School District  
KCSEA # 226

Kingsburg Joint Union High School District  
Superintendent

2/12/15

Date

2-17-15

Date