

COLLECTIVE BARGAINING  
CONTRACT

BETWEEN  
BOLINAS-STINSON UNION  
SCHOOL DISTRICT

AND  
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
(CSEA)

AND ITS  
BOLINAS-STINSON CHAPTER #590

July 1, 2016 to June 30, 2019

“LABOR IS PRIOR TO, AND INDEPENDENT OF,  
CAPITAL. CAPITAL IS ONLY THE FRUIT OF  
LABOR, AND COULD NEVER HAVE EXISTED IF  
LABOR HAD NOT FIRST EXISTED. LABOR IS  
THE SUPERIOR OF CAPITAL AND DESERVES  
MUCH OF THE HIGHER CONSIDERATION.”

ABRAHAM LINCOLN

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## ARTICLE ONE

### PARTIES TO CONTRACT

- 1.1 Parties to the Contract: The articles and provisions contained herein constitute a bilateral and binding contract (“contract”) by and between the governing Board of the Bolinas-Stinson Union School District (“District”) and the California School Employees Association and its Bolinas-Stinson Chapter #590 (“Association”). This contract is entered into pursuant to chapter 10.7, sections 3540 .3549 of the Government Code (“Act”).
- 1.2 The District recognizes the Association as the Exclusive Representative for all employees of the designated Classified Unit. Appendix A reflects the positions in the classified unit.
- 1.3 The Classified Unit consists of all classified employees of the District excluding two (2) confidential positions: School/District Administrative Assistant(s) and Business Official(s). The District shall confer with the Association on any newly created classified positions except those that are lawfully management, confidential or supervisory.
- 1.4 By agreement between the District and the Association and subject to the Public Employment Relations Board (PERB) rules and regulations, the Classified Unit may be expanded and/or modified.

## ARTICLE TWO

### NEGOTIATING PROCEDURES

- 2.1 One Spokesperson for each side.
- 2.2 Each side keeps its own notes/minutes.
- 2.3 Each side brings enough copies of any items for all members of both parties.
- 2.4 Negotiating meetings are scheduled with beginning and ending times in advance.
- 2.5 Each side may caucus as needed. Caucuses may be called by the Chief Spokesperson of the Association or of the Board.
- 2.6 Negotiations take place at mutually agreeable times and places and as soon as possible after the Public Notice requirements have been met.
- 2.7 The agenda for each meeting shall be determined at the previous meeting.
- 2.8 Each agenda item shall remain on subsequent agenda until resolved or tabled by mutual consent.
- 2.9 Agreements reached on agenda items shall be initialed/signed by Association and Board representatives.
- 2.10 Each agreement reached during negotiations shall be tentative until final agreement is reached and shall become effective upon ratification by both parties.
- 2.11 Each side may bring to the table any person for counsel or assistance in the negotiating process. The other side shall be notified at least 48 hours in advance.
- 2.12 Release Time: Nine (9) hours of release time with pay shall be granted to each of the two (2) Association negotiating team members for the purpose of contract negotiation including preparation of contract proposals, during each of the contract years. Each year, one (1) hour of release time, if requested by the Association shall be granted to all employees of the bargaining unit, for contract ratification, at a time approved by the Superintendent of the District.

## ARTICLE THREE

### **EMPLOYEE/EMPLOYER RELATIONS COMMITTEE**

- 3.1 There shall exist, for the purpose of keeping open lines of communication with the Administration, an Employee/Employer Relations Committee (“EERC”) composed of three (3) classified employees who will meet once a month by appointment for at least an hour with the Superintendent or as mutually agreed to between the District and the classified employees. This EERC is not for negotiations. It is rather for information purposes, to dispel rumors and to solve problems before they become grievances.

## ARTICLE FOUR

### ORGANIZATIONAL RIGHTS

- 4.1 The District recognizes the right of the Association to function in accordance with provisions of Government Code 3540 and 3543.1.
- 4.2 The Association shall have the following rights, in addition to the rights contained in any other portion of this contract:
- a) Use of school mail and bulletin boards for Association communications.
  - b) Reasonable access to employees at their place of assignment when such access will not interfere with employees' assigned duties.
  - c) Use of school facilities, without charge, for Association meetings, when not otherwise used for educational purposes, subject only to submission of the standard application in accordance with Board rules and regulations.
  - d) Access to personnel files when so authorized by the employee(s).
  - e) To receive, upon request, information relating to employer-employee relations of non-confidential nature, salaries, budget, District finance and other data necessary to fulfill its role as Exclusive Representative, including Board agenda packet and minutes.
  - f) To receive, prior to any Board action on a Reduction in Force, a seniority roster of all employees affected.
  - g) Within thirty (30) days after ratification of this contract, the District shall print or duplicate without charge a copy of this contract and of any amendments thereafter, to every employee of the bargaining unit and to any new employees in the future.

## ARTICLE FIVE

### ORGANIZATIONAL SECURITY

- 5.1 CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make remittance for insurance premiums, credit union payments, saving bonds, charitable organizations or other plans or programs approved by CSEA and the District. The District shall pay to the designated payee within thirty (30) days of the deduction, or sooner if possible, all sums so deducted. When remitting dues/fees to CSEA, the District will supply a list of employees' names paying such dues/fees.
- 5.2 Dues Deduction: The District shall deduct in accordance with the current CSEA dues and service fees schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this contract and who have submitted dues authorization forms to the District. The District shall deduct the dues in accordance with the current CSEA dues and service fee schedule from the wages of all employees who, after the date of execution of this contract, become members of CSEA and submit to the District a dues authorization form.
- 5.3 Service Fee: Employees in the bargaining unit who are not members of CSEA on the effective date of this contract and employees who hereafter come into the bargaining unit shall, either within thirty (30) days of the date of ratification of this contract or of their employment, apply for membership and authorize dues deduction on a form supplied by CSEA or in the alternative the District shall deduct from the employees not applying for membership a service fee as set forth in the current CSEA dues and fees schedule. However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA, in accordance with CSEA constitutions and by laws. If an employee makes such arrangement with CSEA, CSEA shall notify the District. In the event that an employee revokes a dues or service fee payroll deduction authorization, the District shall deduct service fees from his/her monthly salary until CSEA notifies the District and arrangements have been made for the payment of such fees.
- 5.4 The District will notify every new employee of this provision at time of hiring. The CSEA local chapter leadership will contact every new employee and encourage him/her to join.



## ARTICLE SIX

### PROCEDURES FOR EVALUATION

- 6.1 Employees shall be evaluated by an administrator or supervisor designated by the Board. The administrator or supervisor shall be an individual with direct knowledge or/and concern for their work.
  - 6.2 The evaluation shall be based on personal observations and on input from other personnel directly involved in working with the employee being evaluated and in accordance with the employee's job description. Information used in evaluations shall be identified as to source.
  - 6.3 Probationary employees shall be evaluated at least once during the six-month probationary period. Non-duty days and/or recess periods greater than one (1) week shall not be counted as part of the six-month probationary period.
  - 6.4 Members of the bargaining unit shall not be required to participate in the evaluation or observation of other members nor shall they be required to assess their own performance.
  - 6.5 Permanent employees shall be formally evaluated at least once by April 1. With the mutual consent of the unit member and the evaluator, all permanent employees may be evaluated every other year and employees who have served the district for five (5) years may be evaluated every 3<sup>rd</sup> year. In the event of an unsatisfactory evaluation, the employee must receive recommendations and timeline(s) for improvement. The employee will then be reevaluated by June 1.
  - 6.6 Both scheduled and unscheduled observation of the employee's work may be part of the evaluation process.
  - 6.7 The evaluation shall be in three copies and each copy shall be signed by both parties concerned. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation but that he/she has been presented with a copy, has had adequate time to review the written evaluation, and that a conference was held. Distribution of the three signed copies is as follows:
    1. One presented to the person evaluated
    2. One retained in the administrator's file
    3. One placed in the employee's file in the District Office
- Evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
- 6.8 The employee may make such written comments as appropriate to attach to the evaluation.
  - 6.9 Only one personnel file shall exist on an individual employee and that file shall be located in the District Office. Each employee shall have the right to review, upon request, any material in this file with the District Superintendent or the Business Official

in the District Office. If desired, the employee may be accompanied by a representative while making this examination.

- 6.10 Anonymous material shall not be placed in personnel files.
- 6.11 Information or statements of a derogatory nature, except material obtained for the purposes of hiring, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon within ten (10) work days. An employee shall have the right to enter comments and have them attached to any such derogatory statements. Such review shall take place during normal school hours, and the employee shall be released from duty for this purpose without loss of pay.
- 6.12 The Classified Performance Appraisal form is reflected in Appendix E.

## ARTICLE SEVEN

### HOURS OF EMPLOYMENT

- 7.1 The full-time work week shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day, a total of forty (40) hours.
- 7.2 Each employee covered by this contract shall be assigned a fixed, regular and ascertainable minimum number of hours per day, per week.
- 7.3 Employees covered by this contract shall be entitled to a duty-free, non-paid lunch break of a minimum of thirty (30) minutes to a maximum of sixty (60) minutes. Additionally, every employee shall have a paid fifteen (15) minute rest break for each four (4) hours of work performed; these hours need not be consecutive. Employees not wishing to take rest breaks may not take longer lunch periods and/or leave their place of employment earlier as the result. The breaks shall be scheduled by mutual agreement of the employee and his/her supervisor.
- 7.4 Overtime is defined as any time required to be worked in excess of eight (8) hours per day and forty (40) hours per week, whether those hours are worked before or after the assigned workday. All overtime shall be compensated at a rate equal to time and one-half the regular rate of pay of the employee for work authorized by the Superintendent and/or Principal
- 7.5 Part-time employees shall be eligible for overtime as follows: Overtime for part-time employees is defined as any time over five (5) consecutive days, eight (8) hours per day and forty (40) hours per week. Compensation shall be as specified in section 7.4 above. Part-time employees having an average workday of four (4) hours or more during the work week but less than eight (8) shall be entitled to overtime pay for any work required to be performed on the sixth and/or seventh day following the commencement of the work week. An employee having an average workday of less than four (4) hours during the work week shall be entitled to overtime pay for any work required to be performed on the seventh (7<sup>th</sup>) day following the commencement of the work week.
- 7.6 Call-back time: If an employee is called back to work after he/she has worked eight (8) hours and has left his/her place of employment, or if an employee is called to work after he/she has worked five (5) consecutive days, he/she is guaranteed a minimum of two (2) hours of pay at the appropriate rate.
- 7.7 **Compensatory Time**  
Upon mutual agreement between the unit member and the Site Administrator, a unit member may receive compensatory time off in lieu of pay. Compensatory time off shall be granted at the appropriate rate of pay in accordance with the provisions of Articles 7.4 and 7.5. Compensatory time shall be taken at a time mutually agreeable to the unit member and the District within the fiscal year earned. If the unit member is unable to take the compensatory time within the fiscal year, the unit member shall be paid by July 31 of the year in which it was earned.

- 7.8 When one or more additional hour(s) is/are assigned to a part-time position on a regular basis, the assignment shall be offered to qualified employees in the appropriate classification, and, if there is more than one applicant for the position and the qualification of the applicants are relatively equal, then the applicant with the greatest seniority shall receive the appointment.
- 7.9 Any reduction of assigned time as a result of lack of work and/or lack of funds shall be treated as a layoff, in accordance with Article 12 of this contract.

## ARTICLE EIGHT

### HOLIDAYS

- 8.1 The following paid holidays shall be provided by the District to all employees covered by this contract in paid status during any portion of their workday immediately preceding or succeeding the holiday/holiday period:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King Jr. Day  
Lincoln's Day  
Washington's Day  
Memorial Day

One (1) "floating holiday" to be selected by the employee with the approval of the District; the employee's request for such day shall not be unreasonably withheld. Employee's option: The employee may be paid additional compensation, instead, for such day, at his/her option.

- 8.2 When a holiday falls on a Sunday, the following workday, not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be the holiday in lieu of the day observed.
- 8.3 Every day declared by the President or Governor of this state as public fast, mourning, Thanksgiving or holiday or any day declared a holiday by the Governing Board for certificated or classified employees shall be a paid holiday under the education Code section 45203, for all employees covered by this contract.
- 8.4 Workdays before Christmas Day and New Year's Day:

Twelve (12) month employees shall not be required to work on their assigned workdays the day before Christmas Day and the day before New Year's Day, with no reduction in pay or benefits.

## **ARTICLE NINE**

### **VACATION**

9.1 Vacation days with pay shall be granted as follows:

Years of service 10-month employees 12-month employees

|             |         |         |
|-------------|---------|---------|
| 1-5         | 10 days | 12 days |
| 6-7         | 14 days | 17 days |
| 8-10        | 15 days | 18 days |
| 11-13       | 17 days | 20 days |
| 14-16       | 19 days | 22 days |
| 17-20       | 20 days | 23 days |
| 21 and over | 22 days | 25 days |

9.2 Part-time employees working on a continuing basis shall be granted vacation days prorata.

9.3 An employee may carry over up to five (5) earned vacation days to the following year.

9.4 Upon separation from the District, accrued unused vacation time shall be paid by the District at the employee's regular rate of pay.

9.5 Illness or injury occurring during vacation may be credited to sick leave and remaining vacation may be extended or taken at a later date, providing the employee supplies supporting evidence.

9.6 Holidays are not counted as vacation days.

9.7 Vacations for twelve (12) month employees shall be scheduled and approved at times requested by bargaining unit members so far as possible within the District's work requirements, Vacation requests for April – September shall be requested by the unit member by March 1 of each year and October – March shall be requested by the unit member by September 1 of each year. Consideration of the requests shall be acted upon by the Superintendent within thirty (30) days of receipt.

## ARTICLE TEN

### LEAVES

#### 10.1 Sick Leave

- a) Full-time ten-month employees are entitled to ten (10) days sick leave each school year and full-time twelve-month employees to twelve (12) days of sick leave each year commencing on the first day of employment.
- b) Employees who work less than full time shall receive sick leave in the proportion that their work week bears to a full time work week of forty (40) hours. Pay for any day of absence shall be the pay which would have been received had the employee served during such day.
- c) An employee will receive full pay for those days of absence covered by sick leave.
- d) A sick leave day once commenced may not be reinstated as a working day. The Superintendent may make exceptions at his/her discretion.
- e) No payment for sick leave shall be made until submission by the employee of the form specified by the District and signed by the employee and Principal or immediate Supervisor.
- f) A physician's written verification of the reason for absence due to illness or accident may be required by the District for absences of more than three (3) or more consecutive days.

#### 10.2 Extended illness Leave

If an employee has used all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent (50%) of the salary due him/her during the period of absence, whichever is the lesser amount.

#### 10.3 Industrial Accident or Illness Leave

- a) Allowable leave with pay shall not exceed sixty (60) working days in any fiscal year for the same accident or illness.
- b) Allowable leave shall not be accumulative from year to year.
- c) Industrial Accident or Illness Leave will commence on the first day of absence.
- d) Payment for wages lost on any day shall not, when added to awards granted the employee under Workers' Compensation provisions of this State, exceed the employee's actual wage if he/she were on the job.

- e) Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation Insurance.
- f) When an Industrial Accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- g) Entitlement to Industrial Accident or illness Leaves will be based upon the findings by Workers' Compensation administrators that the disability has been due to Industrial Accident or Illness. In cases where Workers' Compensation administrators do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the Industrial Accident or Illness until Industrial Accident or Illness Leave, if granted, has been exhausted.

#### 10.4 Personal Necessity

- a) Personal necessity leave shall be granted for seven (7) days per year and is not cumulative from year to year.
- b) Days used for personal necessity are deducted from available sick leave.
- c) Personal Necessity includes the following:
  1. Death of member of family requiring leave beyond that provided in such case.
  2. Accident, involving his/her person or property, or the person or property of his/her immediate family.
  3. Other reasons of compelling personal importance

#### 10.5 Family Illness

On written request, any employee may be granted sick leave deductions because of illness in his/her immediate family. Members of the immediate family mean: Mother, father, grandfather, grandmother, or a grandchild of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or anyone living in the immediate household of the employee. No more than six (6) days may be so deducted from sick leave in one year.

#### 10.6 Personal Leave Without pay

- a) An employee may request a personal leave of absence for reasons not enumerated in other items. This could include a request to return to school to further an employee's education or training.
- b) The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave.



- c) For personal absences five (5) working days or less, the employee shall submit the request described herein to the immediate supervisor not less than five (5) working days prior to the beginning date of the leave. The decision of the immediate supervisor for approval or denial of these requests shall be final.
- d) For personal absence in excess of five (5) workdays including the balance of the school semester/year, or a full school semester/year, the employee shall submit the request to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request no less than ten (10) days prior to the next Board of Trustees meeting.
- e) An employee of the classified unit may be granted a leave of absence without pay, up to one (1) year. Written requests for such leave must be received by the District no later than March 1st for the following school year. This requirement may be waived by the District in exceptional cases. An employees' request for renewal or extension of the leave may be granted at the discretion of the District.
- f) The leave of absence shall be without salary, but those employees working 75% or more of full time are entitled to continued full fringe benefits coverage at District expense. Those employees working less than 75% of full time may continue the fringe benefit program. The District will pay its prorata share of those benefits and the employee will pay his/her prorata share of those benefits. If benefits are provided, the employee is obligated to serve at least one (1) year in the District after he/she returns from leave. In the event an employee does not return to serve at least one year, the fringe benefits paid during the leave must be repaid to the District. Employees must notify the District by March 1st of their intention to return from leave, resign or request an extension. Failure to notify the District will be deemed a resignation. Employees shall not accrue longevity on the schedule during the leave nor credit toward retirement. The Board reserves the right to grant/extend, or not to grant/extend a request when the best interests of the District are served.

#### 10.7 Return to Duty from Personal Leave Without pay.

The employee shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is qualified. If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement from a licensed physician indicating an ability to assume assigned duties without restriction or detriment to the employee's physical or emotional well-being.

#### 10.8 Parental Leave

- a) An employee shall be granted any sick leave available and extended sick leave for any period of disability contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom as confirmed by a physician.

## 10.9 Paternity Leave

For each birth, miscarriage or abortion non-birthing parents are allowed ten (10) days of paid leave and up to an additional twenty (20) days of other available leave.

## 10.10 Leave for Child Rearing

- a) Leave without pay shall be granted an employee for child rearing immediately following the birth or adoption of a child.
- b) The employee shall request such leave at least four months prior to the anticipated date of birth or adoption. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave.
- c) The beginning and ending dates of the leave shall be determined by the District. In no event shall the leave exceed twelve (12) months.

## 10.11 Judicial and Official Appearance Leave

- a) Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearances as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
- b) The employee seeking an official judicial appearance leave, shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such request shall be submitted not less than five (5) days prior to the beginning date of the leave.
- c) An employee shall be granted a leave of absence not to exceed the duration of the requirement of the official or ratification and appearance.
- d) An employee granted a leave of absence under these provisions shall be granted District compensation which, when added to witness fees, shall equal but not exceed the employee's regular District compensation.
- e) The employee shall provide, upon District request, additional verification of the use of these leave provisions.

## 10.12 Bereavement Leave

Every member of the Classified Unit shall be entitled to five (5) days within the State and seven (7) days where travel is in excess of 350 miles of paid leave of absence on account of the death of any member of his/her "immediate family." For the purpose of this item, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, step-father, step-mother, registered domestic partner or anyone who is living with or considered part of the family. This leave shall not be deducted from sick leave.

### 10.13 Military Leave

A military leave of absence shall be granted as provided for in Military and Veterans' Code of the State of California. Such leave must be verified by a copy of the military orders requiring military duty.

### 10.14 Professional Development Leave

Employees may be granted paid release time to participate in outside activities likely to contribute to their professional growth and development in the field of their assigned duties, at the request of the employee and with the approval of the Superintendent.

### 10.15 Sick Leave for Illness of Child, Parent or Spouse

A unit member may use his/her current and accrued sick leave to attend to an illness of a child, parent, or spouse of the unit member. Each calendar year the amount of such leave shall not exceed the amount of the sick leave the unit member would accrue during six (6) months of employment (i.e., full time 12. month unit member = 6 days; full time 10 month unit member = 5 days). Such leave is in addition to that provided under Personal Necessity.

### 10.16 Catastrophic Illness Leave

A unit member who has exhausted all available sick leave, vacation time, compensatory time, and other paid leaves may request the District and Association to issue a request to unit members for a donation of sick leave because of a catastrophic illness or injury. The following conditions shall all be met:

- a) The illness or injury is catastrophic and is suffered by the unit member or his/her family. Family means spouse, child, parent, domestic partner or any member of the immediate family living in the immediate household of the unit member.
- b) "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- c) The Superintendent and/or Principal shall determine whether the condition is catastrophic and require verification, if necessary.
- d) Donors may donate up to five (5) days of sick leave but cannot reduce their own sick leave below ten (10) days.
- e) Donations and withdrawals shall be calculated in hours at a minimum of eight (8) hours and in one (1) hour increments thereafter. Authorization for donations shall be in writing.

- f) The maximum hours which are donated in one school year to one unit member shall not exceed eighty (80).
- g) The District and Association shall take responsibility for soliciting donations.
- h) Once the leave is donated by a unit member it shall be irrevocable.
- i) Hours shall be used on the basis of first donated, first used. Any unused hours shall be returned to the donor on the basis of last donated, first returned.

#### 10.17 Adoption Leave

All employees adopting a new child (this does not include one who had been in the family's care as a foster child) shall be provided the same level of leave as provided in Paternity Leave (Paragraph 10.9).

#### 10.18 Unpaid Family Care Leave

Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member. Family Care leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, parent, and other immediate family member as defined in Article 10.12 with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under Family Care Leave shall not be considered a break in service.

Further information regarding Family Care Leave is reflected in Board Policy 4157.

## ARTICLE ELEVEN

### **CLASSIFICATION, RECLASSIFICATION AND JOB DESCRIPTIONS**

#### 11.1 Classification and Job Descriptions

- a) Every unit member shall be placed in an employee classification by position title, salary, range and the minimum number of hours to be assigned. Each position shall be covered by a job description, a copy of which shall be made available to each unit member.
- b) The District agrees to meet with the Association before adopting new or substantially changing any job description for any employee covered by this contract and to negotiate on the salaries of such positions.
- c) Subject to pre-approval of a request for protective clothing or devices and if the District determines the duties of a unit member require use of protective clothing or devices, including rain gear, to ensure safety, the District shall provide to each affected unit member reimbursement for such clothing or devices not to exceed \$250 per year. The unit member shall provide to the District acceptable receipts for reimbursement.

#### 11.2 Reclassification

- a) A request for reclassification may be proposed by a unit member, the District or CSEA. The District may limit each employee to one reclassification request in any two (2) fiscal years.
- b) A job analysis of the position being considered for reclassification shall take place within thirty (30) workdays of the request for reclassification. The job analysis will be conducted by the District. The District shall make a decision within forty-five (45) work days after completion of the job analysis and communicate the decision to the unit member in writing.
- c) CSEA may provide written data or make verbal comments during the job analysis.
- d) CSEA and the District shall negotiate wage levels for any position at the time the position is established or revised by the District.

## ARTICLE TWELVE

### LAYOFF/REDUCTION OF HOURS/REEMPLOYMENT

- 12.1 Layoff: A layoff for the purpose of this Article shall be considered an involuntary separation of a permanent or probationary employee from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or when reassignment or displacement (bumping) rights of an employee cause such an action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article, with the least senior employee's assignment reduced or eliminated first, in the classification being reduced. Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs:
- a) The employee who has been employed the shortest time in the classification plus higher classification shall be laid off first.
  - b) For employees whose date of hire is on or after July 1, 1971, seniority means all hours in paid status as a probationary or permanent member of the Classified service, whether during school year, a holiday, recess, or any period that school is in session or closed. It does not include any hours compensated solely on an overtime basis.
  - c) For employees whose date of hire is prior to July 1, 1971, seniority will be determined by date of hire.
  - d) If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire date seniority with the employee hired first being retained and if that is equal, then the determination shall be made by lot.
- 12.2 When a layoff of classified employees is anticipated by the Administration at least seventy-two hours (72) before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing by District mail of the proposed action. With such notification, the District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or eliminated and any documents supporting the need for layoff. Upon request, the District shall meet with CSEA to negotiate on the effects of the proposed layoff.
- 12.3 Employees may challenge their place on the seniority roster by making objections to the Superintendent and/or Principal who shall review the objections and conduct an audit if requested and make the results known to CSEA and the employee(s) prior to the effective days of any layoff(s) involving such employee(s).
- 12.4 After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to affected employees, to their last address given to the District, no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Superintendent may be scheduled during normal working hours, if requested by

the employee. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter or designee; such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and reemployment rights.

#### 12.5 Displacement (Bumping) Rights

A permanent classified employee who is laid off from a classification and who as previous service in an equal (same salary range) or lower classification shall have the right to displace (bump) an employee with less seniority in that classification. Seniority, for the purpose of bumping, shall include the total of the previous service in the equal or lower classification, plus service in the classification from which layoff occurs and in higher classification(s). In order to exercise his/her bumping rights, the employee must notify the District within ten (10) calendar days of receipt of the layoff notice. A permanent employee who has been laid off for lack of work or lack of funds and who has no bumping rights may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee is qualified to perform the duties thereof. Such employee shall maintain his/her reemployment rights as defined in this Article.

#### 12.6 Substitute or short-term employees

No regular employee shall be laid off from any position while employees serving in a substitute or short-term capacity in positions of the same classification are retained unless the employee to be laid off declines the substitute or short-term assignment.

#### 12.7 Reemployment Rights

- a) Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.
- b) Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be at the employee's option returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
- c) An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of openings(s). Such notice shall be sent by certified mail to the last address given to the District by the employee. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter. If an employee cannot be contacted within seven (7) days, the next employee in order of seniority will be offered reemployment. The employee who could not be contacted shall not be denied continued rights to future employment.
- d) An employee on a reemployment list shall have seven (7) calendar days to

respond to an offer of reemployment from the date of its receipt. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours.

- e) An employee given offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within seven (7) calendar days from receipt of the reemployment offer. If the employee accepts reemployment, he/she must report to work within fifteen (15) calendar days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer.

- 12.8 Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District. Step placement on the salary schedule shall be the same as on the layoff date.
- 12.9 Sick Leave hours earned and unused at time of layoff shall be restored upon reemployment.
- 12.10 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- 12.11 A laid-off employee shall continue to be covered by the current District paid benefit program for three (3) months after the effective date of his/her layoff, at the rate paid by the District and employee at time of layoff.



## ARTICLE THIRTEEN

### BENEFITS

- 13.1 For full-time unit members (6 hours or more per day) the District will contribute the cost of the premium for Kaiser medical insurance for the employee or employee plus one (1) dependent as follows:

Employee or Employee + 1 Dependent      \$1,178.88/month  
through September 30, 2013

Employee or Employee + 1 Dependent      \$1,200.00/month effective October  
1, 2013

- a) Any unit member who has family coverage will be responsible for the difference in the family coverage premium rate and employee plus one (1) dependent rate.
  - b) For part-time unit members the District shall pay the percentage (%age) of benefit cost based on the percentage of hours per day as indicated on the employee's contract divided by 8 hours. That percentage is then divided by .75 to calculate the District share of benefit cost.
  - c) A dependent is defined as a spouse or child (son, daughter, stepson, stepdaughter) living in the home or in college, as defined by the carrier.
  - d) Benefits shall be provided on a twelve month basis.
  - e) The District maximum contribution toward any other medical program offered as an option to Kaiser medical will be limited to the above Kaiser employee or employee plus one (1) dependent District contribution amount.
  - f) In future years the District will increase its contribution rate by up to 15% of the previous year's Kaiser medical rate.
- 13.2 Unit members' domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit member's spouses and their dependents. The domestic partner benefits shall be available only to the extent that District medical plan providers agree to make it available. If a medical provider chooses not to offer domestic partner coverage or cancels such coverage, the District will work cooperatively with the Association in an effort to obtain a substitute provider who will offer the coverage. For purposes of this provision a domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign and have notarized the Domestic Partner Affidavit (See Appendix C.)
- 13.3 Dental Plan: All employees who work six (6) hours or more per day and one (1) dependent shall be covered by Delta Dental Plan of California which shall be fully paid by the District. Part-time employees (who work less than six (6) hours/day) shall have the option to participate at a prorated cost (for the employee and one dependent), if permitted by the carrier, in accordance with 13.1 above.

The Dental Plan shall provide an annual maximum cap of \$2,000 per year.

- 13.4 Vision Plan: All employees who work six (6) hours or more per day and one (1) dependent shall be covered by the California Vision Service Plan (VSP) paid for by the District. Part-time employees (who work less than six (6) hours/day) shall have the option to participate at a prorated cost (for the employee and one dependent), if permitted by the carrier, in accordance with 13.1 above.
- 13.5 Retirees: Employees of the classified unit who have served the District a minimum of ten (10) years, upon retirement before age 65, will be provided with medical and dental coverage by the District. The District's contribution shall be one-half (1/2) of what it was paying before the employee retired for a maximum of three (3) years or until the retiree reaches the age of 65. If a retiree moves out of the coverage area he/she may purchase medical and dental coverage and be reimbursed by the District up to the cost of the District contributions upon submission of appropriate receipts. Retired employees who have not reached the age of 65, may continue to participate in the District's medical and dental plans after the three (3) year period at their own expense subject to provider approval.
- 13.6 Employees may elect to authorize payroll deduction to include additional family members in the above plans at their expense, if such plan(s) permit(s).
- 13.7 An IRC 125 Plan is available to all unit members. Any cost of such plan shall be the responsibility of the participating unit member.

## ARTICLE FOURTEEN

### WAGES

#### 14.1 Salary Schedule

The regular rate of pay for each position covered by this contract shall be in accordance with the rates established in Appendix "B" of this contract.

For 2011-12, the current Classified Salary Schedule shall be increased by two percent (2%) retroactive to July 1, 2011.

For 2012-13, the 2011-12 Classified Salary Schedule shall remain unchanged.

For 2013-14, the 2012-13 Classified Salary Schedule shall be increased by two and one-half percent (2.5%) effective July 1, 2013 (APPENDIX B-1).

For 2014-15, the 2013-14 Classified Salary Schedule shall be increased by two and one-half percent (2.5%) effective July 1, 2014 (APPENDIX B-2).

The parties agree to a 10% salary increase for each classified employee effective July 1, 2015.

The parties agree to restructure the classified salary schedule as attached. This includes:

- the elimination of the first two (2) steps
- the inclusion of additional steps
- the elimination of the Roman Numerals to be replaced with Arabic Numerals
- the consolidation of position titles within the same

#### 14.2 Longevity Increments

- a. The eighth (8<sup>th</sup>) year longevity step shall be equivalent to the 5% increase of other longevity steps and shall be granted to employees who have completed seven (7) years of service.
- b. The eleventh (11<sup>th</sup>) year longevity step shall be equivalent to the 5% increase of other longevity steps and shall be granted to employees who have completed ten (10) years of service.
- c. The thirteenth (13<sup>th</sup>) year longevity step shall be equivalent to the 5% increase of other longevity steps and shall be granted to employees who have completed twelve (12) years of service.
- d. The sixteenth (16<sup>th</sup>) year longevity step shall be equivalent to the 5% increase of other longevity steps and shall be granted to employees who have completed fifteen (15) years of service.
- e. The eighteenth (18<sup>th</sup>) year longevity step shall be equivalent to the 5% increase of other longevity steps and shall be granted to employees who have completed seventeen (17) years of service.

- f. The twentieth (20<sup>th</sup>) year longevity step shall be equivalent to the 5% increase of other longevity steps and shall be granted to employees who have completed nineteen (19) years of service.
- g. The twenty-third (23<sup>rd</sup>) longevity step shall be equivalent to a 2.5% increase of other longevity steps and shall be granted to employees who have completed twenty-two (22) years of service.

#### 14.3 Class Size

An additional \$6.00 per month, per excess pupil, will be added to the salary of such employees whose class size, for more than four school days in that month, exceeds twenty-seven (27) pupils.

#### 14.4 Salary Schedule Placement

Initial placement shall normally be at Step 1 of the appropriate range or above if related experience and/or education substantiate a higher placement or if exceptional difficulties in filling a position are encountered, as determined by the District. No new employee's initial placement shall be above step four (4) on the current salary schedule.

#### 14.5 Salary Schedule Advancement

Step advancement of 5% is granted automatically to employees annually on July 1<sup>st</sup> based on satisfactory performance by the employee in the overall evaluation rating.

- a) Persons employed from July 1st through December 31st will advance a step on The following July 1st.
- b) Persons employed from January 1st through June 30 will advance a step on July 1st of the following year.
- c) Longevity steps are granted automatically based on and in recognition of many years of service for the District (see Salary Schedule Appendix "B").

#### 14.6 Shift Differential Compensation

Any employee of the bargaining unit whose assigned work shift of at least five (5) hours commencing at 3:00 p.m. or after and before midnight, shall be paid a shift differential premium of five percent (5%). Any employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift, as long as such temporary assignment does not exceed sixty (60) working days.

#### 14.7 Assignment to more than one classification and promotion

When an employee is assigned part time to one classification and part time to another, step placement shall be the same. When an employee is assigned to a position in a higher classification, his/her step placement shall remain the same on the new salary until he/she is entitled to a step advancement.

## ARTICLE FIFTEEN

### GRIEVANCE PROCEDURE

#### 15.1 Definitions

- a) A “Grievance” is an allegation that the grievant has been directly and/or adversely affected by a misinterpretation, misapplication or violation of this Agreement.
- b) A “Grievant” may be an employee, a group of employees covered by this Agreement and/or the Association.
- c) A “work day” or “business day” is a day when the District office is open for business.
- d) “Immediate Supervisor” is the lowest level administrator who has been designated by management to adjust grievances and who has immediate jurisdiction over the employee grieving.

#### 15.2 Purpose

- a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
- b) Nothing contained herein shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to review the proposed resolution and to file a written response. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to this grievance procedure.
- c) Since it is important that grievance be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement, in writing.
- d) The Association may initiate a grievance that affects more than one employee of the bargaining unit, at step 2 of this Grievance Procedure.
- e) The grievant may be represented by the Association or any individual of his/her choosing at the informal discussion or at any step of the grievance procedure except at the Arbitration level where the Association shall be the representative.

#### 15.3 Procedure

- a) Informal conference: When an employee has a grievance, the employee or representative should first discuss the matter to seek informal resolution with the

administrator or supervisor with immediate responsibility for the position to which the employee is assigned within twenty (20) employee working days of the action giving rise to the grievance, or end of the school year, whichever is longer.”

- b) Step One: If the informal conference does not resolve the matter to the grievant’s satisfaction, the grievant, directly or through a representative may submit the grievance formally and in writing to the immediate supervisor. The statement shall be a clear, concise statement of the grievance, the specific section of the contract alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The employee shall be entitled, if so desired, to a meeting on the matter within five (5) work days of submission. The immediate supervisor shall have ten (10) work days to submit a written decision to the grievant, from date of receipt of the grievance.
- c) Step Two: If the grievant is not satisfied with the decision at Step one, or if no written decision has been rendered within ten (10) days from date of receipt, the grievant may file the grievance in writing with the District Superintendent within ten (10) days of receipt of the decision at Step one, or ten (10) days of the deadline to receive the decision, if no written decision has been rendered. A copy of the grievance shall also be sent to the President of the Association. Within ten (10) days after the receipt of the written grievance, the Superintendent or his/her designee shall meet with the grievant in an effort to resolve the matter.
- d) Step Three: If the decision at Step Two is not satisfactory or if no written decision has been rendered within the ten (10) work days after meeting with the Superintendent or his/her designee, the grievant may request in writing to the Association that the grievance be submitted to Mediation. The Association shall have ten (10) work days from receipt of the grievant’s request to determine if the grievance should be submitted to mediation and to notify the District if it decides to proceed to mediation.
- e) A Mediator shall be obtained from the California State Mediation and Conciliation Service who will meet with the parties in an effort to resolve the grievance. If mediation is unsuccessful, the Association has ten (10) work days from the last mediation session to notify the District it desires to proceed to Arbitration.
- f) The District and the Association shall select a mutually acceptable arbitrator if a mediation step is not acceptable or if it is unsuccessful. Should they be unable to agree on an arbitrator within ten (10) work days of the Association’s submission of the grievance to Arbitration, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service from which the parties shall alternately strike names to arrive at the agreed arbitrator. The party to strike first shall be chosen by lot.

- g) The arbitrator shall not consider any matter outside the scope of the grievance as defined in this policy, shall confine the decision to the precise issue submitted, and have no authority to make a recommendation on any other issue.
- h) After the close of the hearing, both parties shall have an opportunity to submit written arguments.
- i) The decision of the Arbitrator shall be accepted or rejected by a vote of the Board within fourteen (14) days of the Arbitrator's decision.
- j) The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Association. Each party shall bear its cost of representation.
- k) Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, subtracting from or adding to the provisions of this agreement.
- l) When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he will, upon notice to his principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. The grievant and all necessary witnesses shall be accorded the same right.

#### 15.4 Miscellaneous

- a) No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or by the Board against participants in the grievance procedure by reason of such participation.
- b) All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Support documents originally contained in personnel files will be returned to the files unless eliminated by the grievance procedure.
- c) Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that time. Forms for filing grievances, serving notices, taking appeals, and other necessary documents shall be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District. District will maintain a tracking form for grievance processing attached as Appendix G.

## ARTICLE SIXTEEN

### RETIREMENT

#### 16.1 Eligibility

This incentive program is open to all bargaining unit members who:

- a) Have thirteen (13) or more years of paid service in the Bolinas-Stinson School District; and
- b) Are between the ages of 55 and 65 on the effective date of retirement; and
- c) Take a service retirement with PERS if eligible under PERS.

#### 16.2 Procedure

The District has the right to limit the incentive in a school year to a maximum of two (2). If more than two (2) unit members apply then seniority shall be applicable.

- a) Unit members must request an early retirement incentive by March 1 of the fiscal year prior to retirement.
- b) The written request must include a description of the retirement incentive desired by the unit member.
- c) Unless waived by the District, the retirement shall be effective as of June 30.
- d) The unit member's retirement is contingent upon meeting the financial calculation under paragraph four (4). The District shall then approve the unit member's retirement package which shall occur no later than April 30.

#### 16.3 Incentives

The retirement incentive proposed by the unit member is not limited to any specific program but shall be one that is in the best interest of the individual bargaining unit member and is financially viable and cost-effective to the District. As such, the unit member may request an incentive such as extended or increased medical and/or dental benefits, cash bonus incentive program, reduced workload-phased in retirement pursuant to Education Code section 45139, or participation in the Golden Handshake program.

#### 16.4 Early Retirement Incentive District's Financial Commitment

The incentive proposed by the unit member for base year 2011-12 shall not exceed \$21,648 in total cost (for a full time unit member) and the District shall recoup its costs for the unit member's participation over a maximum of three (3) year period through salary and benefit savings generated by the early retirement. This amount will increase by two percent (2.0%) in each successive year after 2011-12. For part-time unit members, the \$21,648 will be prorated, utilizing the same formula used in determining



eligibility for health benefits for part-time employees in Article Thirteen-Benefits averaged over the part time unit member's last five (5) years full-time equivalent service with the district. Participation in the Golden Handshake Program (purchase of additional service credit per Government Code section 20904) will be limited to the maximum cap (\$21,648 in 2011-12).

16.5 Other

See Article 13.5 regarding eligibility requirements and coverage provided for health and dental benefits for retirees.

## **ARTICLE SEVENTEEN**

### **SAVINGS PROVISION**

If any of the provisions of this contract are held to be contrary to law by a Court of competent jurisdiction, such provision(s) will not be deemed valid except to the extent permitted by laws. However, all other provisions will continue in full force and effect.

In all other respects the provisions of the current contract between the District and the Association shall be renewed.

## ARTICLE EIGHTEEN

### PROFESSIONAL GROWTH

#### 18.1 Overview

- a) The District shall have a professional growth recognition program for all unit members which rewards after hours training. The courses of training recognized should be related to the position currently occupied by the employee or of a benefit to the district and must be approved by the Superintendent and/or Principal in advance.

- b) Unit members may, at their election, choose one of two options for payment:

#### OPTION 1:

The unit member submits written request to the District for reimbursement for professional growth classes/training. Reimbursement may include the cost of the course/training, meals, travel, parking and other related costs. The District may approve or deny any part of the request and shall act upon the request within twenty (20) days of submission of the written proposal.

#### OPTION 2:

There will be yearly salary increments of \$400 per six (6) units earned. One unit shall equal fifteen (15) semester hours of instructional time. The maximum number of units shall be eighteen (18). The maximum number of units credited cannot exceed six (6) per year.

- c) In order to qualify for credit, units of study or courses of work must meet the following conditions:

Professional growth may be achieved by any employee through participation in any of the following categories, provided the program is followed: college courses, junior college courses, trade school courses, adult education courses, inservice training, workshops and seminars.

- d) This Article shall not apply retroactively and shall only apply to units of study or courses of work taken after the date of this agreement.

#### 18.2 Procedure

- a) Unit member completes form (Appendix F, Exhibit "A") and submits to the Superintendent and/or Principal.
- b) Superintendent acts to grant or disapprove the request and returns form to employee and retains a copy in the District Office.
- c) Unit member submits evidence of successful course completion. Submit official grade card, completion certificate, transcript or similar evidence to District Office for copying and filing in your personnel records.

**ARTICLE NINETEEN**

**TERM AND REOPENERS**

**19.1 Term**

**The term of the Agreement is for the period of July 1, 2016 to June 30, 2019**

**19.2 Reopeners**

The contract is closed for the 2016-2017 year. Reopeners for 2017-2018 and 2018-2019 of this agreement shall include Article Thirteen, Benefits and Article Fourteen, Wages, plus two (2) articles of each party's choice.

19.3 It is in the interest of the District to provide a competitive salary schedule (and comprehensive total compensation package) for members of the bargaining unit within the financial resources available. To that end, the District will consider the financial needs of its unit members as a priority in its budget development process

Association reopeners shall be presented no later than the regularly scheduled meeting of the Board of Trustees during the month of May. By mutual agreement the time for submission of reopeners may be extended by the parties.

Tentatively approved by the parties on June 4, 2013 and subject to ratification by the Association and approval of the Board of Trustees.

For the District:

For the Association:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – POSITIONS IN CLASSIFIED UNIT**

Active

Yard

Custodian

Maintenance I

Bus Driver I

Cook

Assistant Cook

Librarian

Special Educ. Aides

Custodian/Maintenance

Maintenance II

Bus Driver II

Utility Person

Specialist – Art, Music, PE, Foreign Language

ELL Support

Instructional Assistant

Technology Specialist

Tech. Aide

**Appendix B**  
**2015-2016 Classified Salary Schedule**  
**Approved 12/8/2015**

| Bolin Stinson Union School District             |           |           |                     |  |  |  |                          |
|---|-----------|-----------|---------------------|--|--|--|--------------------------|
| 2015-2016 Classified Salary Schedule - Proposal |           |           |                     |  |  |  |                          |
| Step adjustments w/5% per step                  |           |           |                     |  |  |  |                          |
| Dec. 2  |           |           |                     |  |  |  |                          |
|   | Asst Cook | Custodian | Yard<br>Inst. Asst. | Maintenance I<br>Bus driver I<br>Cook, Librarian<br>Sp. Ed. Aides<br>Tech aide<br>Utility person<br>Custodian/Maint. | Maintenance II<br>Bus driver II<br>Food Service<br>Coordinator | Specialist<br>Art, Music<br>P.E.<br>Foreign<br>Language<br>ELL support | Technology<br>Specialist |
| 1   | 16.88     | 17.34     | 17.93               | 21.73  | 22.82  | 25.99  | 37.04                    |
| 2   | 17.72     | 18.21     | 18.83               | 22.82  | 23.96  | 27.29  | 38.89                    |
| 3   | 18.61     | 19.12     | 19.77               | 23.96  | 25.16  | 28.65  | 40.84                    |
| 4   | 19.54     | 20.07     | 20.76               | 25.16  | 26.42  | 30.09  | 42.88                    |
| 5   | 20.52     | 21.08     | 21.79               | 26.41  | 27.74  | 31.59  | 45.02                    |
| 6   | 21.54     | 22.13     | 22.88               | 27.73  | 29.12  | 33.17  | 47.27                    |
| 8   | 22.62     | 23.24     | 24.03               | 29.12  | 30.58  | 34.83  | 49.64                    |
| 11  | 23.75     | 24.40     | 25.23               | 30.58  | 32.11  | 36.57  | 52.12                    |
| 13  | 24.94     | 25.62     | 26.49               | 32.11  | 33.72  | 38.40  | 54.72                    |
| 16  | 26.19     | 26.90     | 27.82               | 33.71  | 35.40  | 40.32  | 57.46                    |
| 18  | 27.50     | 28.25     | 29.21               | 35.40  | 37.17  | 42.33  | 60.33                    |
| 20  | 28.87     | 29.66     | 30.67               | 37.17  | 39.03  | 44.45  | 63.35                    |
| 23  | 30.31     | 31.14     | 32.20               | 39.02  | 40.98  | 46.67  | 66.52                    |

# APPENDIX C

## BOLINAS-STINSON SCHOOL DISTRICT BOLINAS, CALIFORNIA

### DOMESTIC PARTNER AFFIDAVIT

In order for a domestic partner to receive any benefit provided for in the Agreement between the Bolinas-Stinson Teachers' Association and the Bolinas-Stinson Union School District, the employee and his or her domestic partner shall complete, have notarized, and file with the District, this Domestic Partner Affidavit. The employee should maintain a copy for his or her records.

This form could have legal implications under California law beyond receiving employee benefits. For example, the law permits unmarried cohabiting partners to privately contract regarding the financial obligations of their relationship. This form could be used as evidence of such an agreement. You should consult an attorney if you have questions regarding the potential legal effects of signing this form.

#### PART 1 – To be completed by Employee and Domestic Partner

This is to certify that I, \_\_\_\_\_, and my domestic partner  
*(Print employee's name and social security member)*

\_\_\_\_\_ reside together at \_\_\_\_\_ and share  
*(Print domestic partner's name)*

common necessities of life.

We both certify that:

1. We agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
2. We are not married to anyone nor a member of another domestic partnership.
3. We are not related by blood in a way that would prevent us from being married to each other in this state.
4. We are both at least 18 year's of age and are mentally competent to consent to this contract.
5. It has been at least twelve (12) months since either (or both) of us has filed a Certification of Termination of a previous domestic partnership with the Bolinas-Stinson Union School District.
6. We agree to notify the Bolinas-Stinson Union School District if there is a change in the circumstances attested to in this affidavit or if the domestic partnership is terminated.
7. We affirm under penalty of perjury that the assertions in this Affidavit are true to the best of our knowledge.

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

\_\_\_\_\_  
Signature of Domestic Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BOLINAS-STINSON SCHOOL DISTRICT  
BOLINAS, CALIFORNIA**

**DOMESTIC PARTNER AFFIDAVIT**

Part 2 – To be completed by the Employee

This is to certify the following:

1. I have read the section in the Bolinas-Stinson Union School District certificated contract on domestic partnership and agree to all of the terms.
2. I agree that I am required to reimburse the District for any expenditures made by the District for any administrative charges and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOR DISTRICT USE ONLY:

Date Received: \_\_\_\_\_

Superintendent and/or Principal's Signature \_\_\_\_\_



**APPENDIX D**

**BOLINAS-STINSON UNION SCHOOL DISTRICT  
BOLINAS AND STINSON BEACH, CALIFORNIA**

**CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP**

I, \_\_\_\_\_, affirm under penalty of perjury  
*(Print employee's name and social security number)*

that my Domestic Partnership with \_\_\_\_\_ has been  
*(Print domestic partner's name)*

terminated and a statement of termination has been mailed to the aforementioned partner.

I understand that I may not file another Affidavit of Domestic Partnership until the Certification of Termination of this Domestic Partnership has been on file with the Bolinas-Stinson Union School District for twelve (12) months.

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

\_\_\_\_\_  
Date

NOTE: If your domestic partner or dependents of your domestic partner were enrolled for medical coverage, you must complete medical change of status forms to delete ineligible dependent.

Contact the District Office for the necessary forms.

\_\_\_\_\_  
FOR DISTRICT USE ONLY:

Date Received: \_\_\_\_\_

Superintendent and/or Principal's Signature  
\_\_\_\_\_

## APPENDIX E

### Bolinas-Stinson Union School District CLASSIFIED PERFORMANCE APPRAISAL

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

Evaluation Period: From: \_\_\_\_\_ to: \_\_\_\_\_

Hire Date: \_\_\_\_\_ Work Site: \_\_\_\_\_

Rating Scale for Performance Level:

1. **Exceeds District Standards** Meets and consistently exceeds the requirements of the job as per job description.
2. **Meets District Standard** Meets the requirements of the job as per job description.
3. **Does Not meet District Standards** Not working to district expectations as per job description

| PERFORMANCE FACTORS  | PERFORMANCE LEVEL | SUPPORTING OBSERVATIONS, IF ANY |
|--|-------------------|---------------------------------|
|  | <i>Circle One</i> | <i>Comments</i>                 |
| <b>JOB KNOWLEDGE</b><br>Standards: Understanding of all phases of the work and related matters; demonstrates the skills to perform the job   | 1      2      3   |                                 |
| <b>QUALITY OF WORK/EFFECTIVENESS IN RELATION TO JOB DESCRIPTION</b><br>Standards: Demonstrates skills and knowledge in performance of duties; performs duties with accuracy and appearance; is thorough in work performed. Completes assigned duties on time; demonstrates a commitment to quality   | 1      2      3   |                                 |
| <b>DEPENDABILITY</b><br>Standards: Consistently follows through with assignments and instructions; meets schedules and other time commitments.   | 1      2      3   |                                 |
| <b>TEAMWORK</b><br>Standards: Establishes and maintains cooperative and productive work relationships. Recognizes the value of diversity and individual differences. Readily offers and receives information and assistance in order to make others more effective. Works actively to resolve conflicts. In a work team, helps to identify and achieve team goals and objectives, and helps to improve team processes and relationships. | 1      2      3   |                                 |
| <b>INITIATIVE</b><br>Standards: Self-starting and acting on own. Resourcefulness is demonstrated through quality of job completion.  | 1      2      3   |                                 |

|  |   |   |   |  |
|--|---|---|---|--|
| <b>COOPERATION</b><br>Standards: Willingness to work with associates, supervisors and others.<br>Effectiveness in working with others. | 1 | 2 | 3 |  |
| <b>ATTENDANCE:</b><br>Standards: Is on duty where and when assigned; conforms to assigned work hours                                   | 1 | 2 | 3 |  |

**OVERALL RATING**

- Exceeds District Standards
- Meets District Standard
- Does Not meet District Standards (see attached Improvement Plan)

Evaluator's Comments: (attach additional sheets if necessary)

Employee's Comments: (attach additional sheets if necessary)

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**In signing the Classified Performance Appraisal, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusion of the evaluator. The employee may submit a response to this report, in writing, to the Superintendent and/or Principal. The employee has ten (10) working days from receipt of this appraisal to make any signed written comments that copy will be attached and filed with the Work Performance Appraisal on file at the District Office.**

**Appendix F**

BOLINAS-STINSON UNION SCHOOL DISTRICT

EXHIBIT "A"

REQUEST FOR COURSE APPROVAL (CLASSIFIED)

\_\_\_\_\_  
Name    School or location    Date

I request approval of the following course(s):

| Course Number | Date to be Taken | Course Title or Description | College/School/Other | Units |      |      |
|---------------|------------------|-----------------------------|----------------------|-------|------|------|
|               |                  |                             |                      | Sem.  | Qtr. | Hrs. |
|               |                  |                             |                      |       |      |      |
|               |                  |                             |                      |       |      |      |
|               |                  |                             |                      |       |      |      |
|               |                  |                             |                      |       |      |      |
|               |                  |                             |                      |       |      |      |
|               |                  |                             |                      |       |      |      |
|               |                  |                             |                      |       |      |      |
|               |                  |                             |                      |       |      |      |

Explanation of course content:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Objective in taking the course:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Election of option for payment:                          \_\_\_\_\_ Option 1                          \_\_\_\_\_ Option 2

Itemization of requested reimbursement for Option 1:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX G – GRIEVANCE FORM (CLASSIFIED)**

Informal Discussion with Immediate Supervisor

Grievant: \_\_\_\_\_ Work Location: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_ Date of Informal Conference: \_\_\_\_\_

Decision Rendered at Informal Conference:

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

Step 1 - Date of Grievance Filing: \_\_\_\_\_

Date of Conference with Immediate Supervisor: \_\_\_\_\_

Concise Statement of Grievance and Circumstances Involved:

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

Specific Section of Contract Allegedly Violated:

\_\_\_\_\_

Specific Remedy Requested:

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

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

Step 1 Decision by Immediate Supervisor:

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

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**BOLINAS-STINSON SCHOOL DISTRICT GRIEVANCE FORM (CLASSIFIED)**

Step 2 – Superintendent

Date of Appeal to Superintendent: \_\_\_\_\_

Any Additional Information to be Considered:

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

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

Step 2 – Decision by Superintendent:

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

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

Step 3 – Mediation

Grievant: \_\_\_\_\_ Date Mediation Requested: \_\_\_\_\_

Clear Concise Statement for Appeal:

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

Specific Section of Contract Allegedly Violated:

\_\_\_\_\_

Specific Remedy Requested:

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

Date Mediation Held: \_\_\_\_\_

**BOLINAS-STINSON SCHOOL DISTRICT GRIEVANCE FORM (CLASSIFIED)**

Names of Parties Involved in Mediation:

Mediator:

---

District:

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Grievant:

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Resolution Resolved:      Yes \_\_\_\_\_ or      No \_\_\_\_\_

If Yes, Resolution Description (signed by all parties):

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If No, proceed to Step 4

**BOLINAS-STINSON SCHOOL DISTRICT GRIEVANCE FORM (CLASSIFIED)**

Step 4 – Arbitration

Grievant: \_\_\_\_\_ Date of Appeal to Arbitration: \_\_\_\_\_

Arbitration Decision:

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Arbitrator: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

Board of Trustees

Date of Board Action on Arbitrator's Decision: \_\_\_\_\_

Board Decision:

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Vote of Board: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Board President on behalf of Board

\_\_\_\_\_  
Date



TENTATIVE AGREEMENT  
BETWEEN  
BOLINAS-STINSON SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER #590

To settle all contract negotiations for 2015-2016 and 2016-2017, the District and Association have met and agreed upon the following changes to the current Collective Bargaining agreement.

**Article Six: Evaluation**

6.3 Permanent employees shall be formally evaluated at least once by April 1. With the mutual consent of the unit member and the evaluator, all permanent employees may be evaluated every other year and employees who have served the district for five (5) years may be evaluated every 2<sup>nd</sup> year. In the event of an unsatisfactory evaluation, the employee must receive recommendations and timeline(s) for improvement. The employee will then be reevaluated by June 1.

**Article Fourteen: Wages**

- The parties agree to a 10% salary increase for each classified employee effective July 1, 2015.
- The parties agree to restructure the classified salary schedule as attached. This includes:
  - the elimination of the first two (2) steps
  - the inclusion of additional steps
  - the elimination of the Roman Numerals to be replaced with Arabic Numerals
  - the consolidation of position titles within the same range

**Article Ten : Leaves**

10.4 Personal Necessity

c) ~~Such other reasons as may be approved by the District.~~ Other reasons of compelling personal importance.

10.9 ~~Paternity~~ Parental Leave

~~Employees are allowed ten (10) days of paid paternity leave. For each birth, miscarriage or abortion non-birthing parents are allowed ten (10) days of paid leave and up to an additional twenty (20) days of other available leave. Additionally, a male employee, at his election, may utilize unused personal necessity leave and/or differential pay for up to twenty (20) additional days.~~

**Article Nineteen : Term and Reopeners**

19.1 Term

The term of the agreement is for the period of July 1, 2016 to June 30, 2019

19.2 Reopeners




The contract is closed for the 2016-2017 year. Reopeners for the last year second 2017-2018 and third year 2018-2019 of this agreement shall include Article Thirteen/ Benefits and Article Fourteen/ Wages plus two (2) articles of each party's choice.

Tentatively approved by the parties on ~~June 4, 2015~~ November 13, 2015 and subject to ratification by the Association and approval of the Board of Trustees.

For the District:

 12/3/2015  
\_\_\_\_\_  
\_\_\_\_\_

For the Association:

 \_\_\_\_\_  
 3 Dec 2015  
 12-3-15