



Guadalupe Union School District

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Ed Cora
District Superintendent

BOARD OF TRUSTEES
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PUBLIC HEARING NOTICE

The Governing Board of the Guadalupe Union School District will hold a Public Hearing at a regular meeting scheduled for Wednesday, March 14, 2018 at 5:15 p.m., Mary Buren Elementary School, 1050 Peralta Street, Guadalupe, CA for the purpose of Public Disclosure of Collective Bargaining Agreement between the Guadalupe Union School District and the California School Employees Chapter #546 Unit. (The public hearing and approval is pending the ratification of the agreement by the California School Employees Chapter #546 Unit on March 7, 2018.)

Public Disclosure of Collective Bargaining Agreement will be available for public inspection from Wednesday, February 28, 2018 through March 13, 2018 at the Guadalupe Union School District Office, 4465 Ninth Street, Guadalupe, CA.

ED CORA
District Superintendent
Secretary to the Governing Board
February 27, 2018

TENTATIVE AGREEMENT
between the
GUADALUPE UNION SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
GUADALUPE CHAPTER #546

Agreed-on changes to the terms of the 2016-2019 Collective Bargaining Agreement.

ARTICLE V: HOLIDAYS

5.1 Employees shall be entitled to the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- ~~Lincoln's Birthday~~ **Presidents' Day (eff. 2018-2019 School Year)**
- ~~Washington's Birthday~~ **Cesar Chavez's Birthday (eff. 2018-2019 School Year)**
- Memorial Day
- Friday before Spring Holiday
- Independence Day
- Labor Day
- California Admission Day - A floating holiday to be taken upon approval of the immediate supervisor.
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Mexican Independence Day - A floating holiday may be taken whenever the Board does not declare a Board holiday on that date.

All other provisions of Article V remain unchanged.

ARTICLE VII - LEAVES

7.2 Bereavement Leave. Bargaining unit employees shall be granted ~~three (3)~~ **up to five (5)** days for bereavement purposes in cases of death within his/her immediate family. ~~An additional two days of bereavement leave shall be granted if out of state travel or two hundred (200) miles or more travel from home is required.~~

Immediate family shall be defined as: A parent, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse (including domestic partner), child, sibling, aunt or uncle, niece or nephew, or immediate in-law of the employee, any relative living in the immediate household of the employee or any other person for whom the employee is legally responsible. Pursuant to Family Code sections

297 and 297.5(a)-(c), or successor statutes if applicable, the term "spouse" includes a registered domestic partner. An employee who claims any benefit pursuant to the terms of this Article or this Agreement must have valid proof of the registered domestic partnership on file with the District.

~~7.2.1 An employee who suffers the loss of a spouse or child shall be entitled to five (5) days of bereavement regardless of travel distance~~

All other provisions of Article VII remain unchanged.

ARTICLE VIII: SALARY

Wage Scale

8.1. ~~For the 2016-2017 fiscal year, the Classified Salary Schedule (Appendix A) shall be increased by four percent (4.00%), effective as of the first day of paid service in the 2016-2017 school year. The work year for each non-twelve-month employee will be increased by one work day in order to provide added time for staff development and professional development activities supporting the components of the District's Local Control Accountability Plan ("LCAP").~~ ***For the 2017-2018 fiscal year, the Classified Salary Schedule (Appendix A) shall remain the same as the 2016-2017 schedule. Each bargaining unit member shall receive a one-time, off salary schedule payment equal to two and one-half percent (2.50%) of their scheduled base annual wage.***

Health Insurance Package

8.2 For bargaining unit members who properly complete the required enrollment form, the total annual district contribution for medical, dental, and vision insurance coverage for the period October 1, **2017**, to September 30, **2018**, shall be not more than \$7,700.00 for each employee. This annual contribution of \$7,700.00 shall remain unchanged unless negotiated by the District and Association.

All other provisions of Article VIII remain unchanged.

ARTICLE IX: DISCIPLINARY ACTION

~~9.1 Suspension, Demotion, or Dismissal. Discipline shall be imposed upon permanent bargaining unit employees for just cause pursuant to this Article:~~

~~9.2 Definitions. "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which the bargaining unit employee has permanence, including dismissal, suspension, demotion, or any reassignment, with the employee's voluntary consent, except a layoff for lack of work or lack of funds:~~

9.1 "Discipline" shall mean any action taken by the District against a permanent classified employee, including, but not limited to, dismissal, suspension-with or without pay-or other corrective remedy, other than a verbal warning followed by a written reprimand. Discipline, other than dismissal, is intended to be corrective in nature and should be commensurate with the level of the employee's infraction.

9.1.1 *No disciplinary action shall be taken for any cause which arose prior to an employee achieving permanent status nor for any cause which arose more than two (2) years preceding the date of the filing of a notice of disciplinary action unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.*

9.1.2 *A probationary classified employee is an "at-will" employee and is subject to termination at any time during the initial six months of District employment.*

~~9.3~~ 9.2 Causes for Disciplinary Action. The following causes shall be grounds for disciplinary action:

~~9.3.1 Incompetency in the performance of assigned duties:~~

~~9.3.2 Inefficiency in the performance of assigned duties:~~

~~9.3.3 Insubordination - A refusal to obey a legal and reasonable order of a supervisor:~~

~~9.3.4 Dishonesty affecting the institution or District:~~

~~9.3.5 Taking or using district property without proper authorization or negligence in the care of or use of District property when authorized:~~

~~9.3.6 Use or possession on duty of alcohol or illegal drugs as defined by law or any sex or narcotics offense requiring mandatory suspension as specified by the Education Code:~~

~~9.3.7 Conviction of a crime involving moral turpitude. Knowingly failing to disclose material facts regarding criminal convictions, and any other false or misleading information on application forms or employment records concerning material matters:~~

~~9.3.8 Repeated and unexcused tardiness in reporting to work at assigned time:~~

~~9.3.9 Unexcused absence, abuse of sick leave, or absence without notification:~~

~~9.3.10 Abandonment of position - absence of three (3) consecutive working days without permission and failure to notify the district of a valid or acceptable reason for absence:~~

~~9.3.11 Failure to maintain a license that is required for the job:~~

~~9.3.12 Persistent violation of the Education Code or of rules, regulations, or procedures applicable to the employee:~~

~~9.3.13 Sexual or racial harassment and/or discrimination against a subordinate or a fellow employee:~~

~~9.3.14 Inability of the District to provide liability insurance due to the wrongful action of the employee:~~

~~9.3.15 Sleeping during assigned hours:~~

~~9.3.16 Offensive or abusive conduct or language toward other employees, students or the public:~~

~~9.3.17 A breach of the Agreement:~~

~~9.3.18 Other just cause as determined by the Employer:~~

- *Absence without leave.*
- *Excessive, repeated, or unexcused absences or tardiness.*
- *Failure or refusal to perform the normal and reasonable duties of the position.*
- *Conviction of any criminal act involving moral turpitude.*
- *Use of District time, facilities, equipment, or supplies for private gain or advantage.*
- *Disorderly or immoral conduct.*
- *Insubordination.*
- *Incompetency or inefficiency.*
- *Duplication of any key to a District facility without proper authorization.*
- *Neglect of duty.*
- *Negligence or willful damage to public property or waste of public supplies or equipment.*
- *Dishonesty.*

- *Participation in any business activity or enterprise, or acceptance of any employment that is clearly inconsistent, incompatible, in conflict with, or inimical to the duties of the position during regular work hours.*
- *Violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the State Board of Education or by the Board of Trustees.*
- *Persistent violation of or refusal to obey safety rules or regulations made applicable by the Board or by an appropriate state or local government agency.*
- *Abandonment of position.*
- *Possession of, consumption of, or intoxication due to the use of alcoholic beverages on District premises or while on duty at any location.*
- *Possession of, consumption of, or intoxication due to the use of any narcotic, restricted dangerous drug, or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such possession is under a valid written prescription.*
- *Unauthorized use of the District computer system or use of another employee's password to gain access to the District computer system.*
- *Suspension, revocation, or expiration of any license which is required for the employee's performance of job duties.*
- *Act of physical violence against a student, parent, employee of the District, or any other person.*
- *Verbal attack that reasonably could be construed as hostile, intimidating, aggressive, demeaning, belittling, or threatening and/or use of expletives/ epithets directed against a student, parent, employee of the District, or any other person.*
- *Other cause deemed sufficient by the District.*

~~9.4 — Disciplinary Procedures. In most circumstances, an employee whose work or conduct is of such character as to incur disciplinary action shall first be warned in writing by the supervisor. The warning shall site the reasons underlying any intention the supervisor may have for recommending disciplinary action. A copy of the warning shall be sent to the Chapter President. After the written warning, if an employee continues to violate the cause or causes listed in the written warning, the employee may be suspended for up to five (5) working days. If the action continues for the same cause, the employee may be suspended for up to ten (10) working days without pay or terminated after procedures in the Article have been completed.~~

~~Discipline less than discharge will be undertaken for corrective purposes only. The District shall not initiate any disciplinary action against a permanent bargaining unit employee for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the district files the notice of disciplinary action.~~

~~When the district proposes to proceed with disciplinary action, notice of such action shall be made in writing and serviced in person or by certified mail upon the employee. The notice shall indicate (1) the specific charges against the employee which shall include times, dates, and location or chargeable actions or omissions, (2) the penalty proposed, and (3) a statement of the employee's right to use the grievance procedure in this Agreement to appeal the charges or the proposed penalty. A copy of any notice of discipline shall be mailed or delivered to the CSEA Chapter President within 24 hours after service on the employee.~~

9.3 The Superintendent, or a designee, shall investigate any matter that could result in disciplinary action.

9.3.1 The employee shall be notified that a matter that could result in disciplinary

action is being investigated. During the investigation process, the investigator shall request a fact-finding meeting with the employee.

9.3.2 The employee shall be informed of the right to be accompanied to the meeting by a representative. If the employee elects not to be represented, he or she shall sign a statement to that effect. A copy of the statement shall be provided to the Exclusive Representative.

9.3.3 As part of the investigation, if disciplinary action is being considered, the employee, and his or her representative where applicable, shall be provided written notification of the allegation or allegations, provided copies of any written documents upon which the consideration is based, and shall be given an opportunity to meet with a designated Skelly officer in order to respond and to comment on the appropriate disposition.

9.4 Following the Skelly meeting, if a recommendation is made that cause exists, the employee shall be provided a written Notice of the Proposed Disciplinary Action within five days.

9.4.1 The Notice shall be served upon the employee personally and shall be signed for and dated upon receipt or shall be sent by United States certified mail, return receipt requested, addressed to the employee at his or her last known address. Where the employee has utilized the services of a representative during the investigation, the representative shall also be sent a copy of the Notice.

9.4.2 The Notice shall inform the employee of the charges as well as the effective date of discipline, which shall be not less than six work days after service of the notice. The Notice shall contain a statement of the specific acts or omissions upon which the discipline is based and a statement of the cause for the action taken. If the employee has violated a rule or regulation of the public school employer, the rule or regulation shall be set forth in the Notice.

9.4.3 The Notice also shall inform the employee of the right to file a grievance at Step 2 or Step 3, and the time by which the grievance must be filed, which shall be not less than five work days after service of the Notice and shall contain a form, the signing and filing of which shall constitute the grievance appeal and a denial of all charges.

9.4.3.1 The grievance appeal must be received by the District Office no later than 4:00 p.m. on the last workday designated in the Notice.

9.4.3.2 Failure to file the grievance appeal prior to the deadline set forth above constitutes a waiver of any right to an appeal and the discipline shall become final.

9.4.3.3 When a grievance appeal is timely filed, the disciplinary action shall be stayed pending completion of the grievance process.

9.5 Emergency Suspension. CSEA and the District recognize that emergency situations can occur involving the health and welfare of students, or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students, other employees or himself/herself the District may immediately suspend with pay the employee for three (3) days. No suspension without pay shall take effect until service of a notice of suspension and/or formal action by the Board of Trustees. During the three (3) days, the District shall serve notice and a statement of facts upon the employee, who shall be entitled to respond to the factual contentions supporting the emergency at Step 3 of the grievance procedure. If the Superintendent determines that the needs of the District so require, an employee may be suspended immediately, with or without pay, prior to the completion of the procedures set forth in paragraphs 9.3 and 9.4, inclusive, above. A suspension without pay shall be in compliance with the

Penal Code and related guidelines. In such case, the suspension and any denial of compensation shall be an issue in the appeal hearing, if one is requested by the employee.

~~9.6 **Disciplinary Grievance.** Any proposed disciplinary action and any emergency suspensions shall be subject to the grievance procedure of this Agreement and the employee, at his/her option, may commence review either at Step 2 or 3. A grievance meeting shall be held and a response made within five days of submission of the grievance.~~

9.6 Nothing contained herein shall prevent the Superintendent from recommending or the Governing Board from ordering dismissal instead of other discipline for conduct set forth in paragraph 9.2, inclusive, above, including conduct for which disciplinary action previously has been imposed.

TENTATIVE AGREEMENT:

For the Association

For the District

Authorized Representative Date

Authorized Representative Date

For CSEA Date