

COLLECTIVE BARGAINING AGREEMENT

San Benito County Superintendent of Schools

and

California School Employees Association and its
Chapter 836

July 1, 2024 through June 30, 2027

AGREEMENT

The San Benito County Superintendent of Schools (hereinafter "Superintendent") and the California School Employees Association and its Chapter 836 (hereinafter "CSEA") have reached the following tentative agreement between the parties for the Collective Bargaining Agreement that will be in effect from July 1, 2024 through June 30, 2027.

ARTICLE I

Recognition and Scope of Representation

The Superintendent recognizes the California School Employees Association (hereinafter CSEA) as the exclusive representative for those employees in the classified unit. The classified unit consists of those non-certificated employees assigned a permanent or probationary status rendering service in positions within the classified service of the San Benito County Office of Education (SBCOE) not designated as supervisory, management or confidential. The Superintendent and CSEA recognize the right of employees to form, join, as well as participate in lawful activities of employee organizations. There shall be no unlawful discrimination as a result of the exercise of the rights set forth in this Article.

All matters not specifically enumerated in this Agreement are reserved to the Superintendent. Nothing herein shall be construed to limit the right of the Superintendent to consult with any employee or CSEA on any matter outside the scope of representation.

ARTICLE II
**Term of Agreement and
Reopeners**

The term of this agreement shall be from July 1, 2024, through June 30, 2027. Either party may reopen negotiations by notifying the other party in writing no later than March 15th annually. In the second and third year of the contract, either party may reopen compensation and benefits and one additional article of this Agreement.

ARTICLE III
Merger Clause

This Agreement constitutes the entire agreement between the Superintendent and CSEA and concludes negotiations on any subject, whether included in this Agreement or not, for the term of this Agreement, unless the Superintendent and CSEA mutually agree to reopen negotiations on a specific issue or issues.

ARTICLE IV
Savings Clause

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE V
**County Board and
Superintendent's Rights**

It is understood and agreed that the Superintendent retains all of the powers, rights, authority, duties and responsibilities to direct, manage and control to the full extent of the law. The exercise of the foregoing powers, rights,

authority, duties and responsibilities by the Superintendent: the adoption of policies, rules, regulations, practices and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.

The Superintendent retains the right to modify or suspend operational policies, regulations and practices referred to in the agreement in the event of emergency and for its duration, as determined by the Superintendent. An "emergency" for the purpose of this section includes such events as a natural or man-made disaster, fire, earthquake and/or other serious occurrence that interferes with the normal operation of the County Office of Education.

ARTICLE VI

CSEA Organizational Security

The Superintendent shall distribute CSEA-supplied membership applications to new hires. The Superintendent shall not make any statements to employees about joining or terminating membership in CSEA. The Superintendent shall refer employee questions about joining or terminating membership in CSEA to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the San Benito County Office of Education for any claims arising from its compliance with this clause.

The Superintendent shall not interfere with the terms of any agreement between CSEA and an employee regarding that employee's membership with CSEA, including but not limited to, automatic renewal yearly unless the worker drops out during a specified window period. The Superintendent shall not be required to keep track of this period. The membership time period shall be tracked by CSEA within its membership database.

CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership.

Dues Deduction

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA, pursuant to a membership list supplied by CSEA.

The Superintendent shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

The Superintendent shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after receipt of written notice from CSEA of any such change.

There shall be no charge by the Superintendent to CSEA for regular membership dues deductions.

Hold Harmless Provision

CSEA shall defend and indemnify the Superintendent for any claims arising from its compliance with this article and for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE VII

CSEA Organizational Rights

- A. The right of access to areas in which employees work, for the purpose of representing bargaining unit members in matters within the scope of

representation. Such access will be at the employee's scheduled break or lunch period, before or after the employee's working hours and shall not disrupt workplace operations.

- B. The right to use, without charge, institutional bulletin boards, San Benito County Office of Education email, mailboxes or any internal mail system for the posting and transmission of information or notices concerning CSEA matters, as permitted by law and COE regulations.
- C. Upon request on an annual basis, the Superintendent shall compile a list of bargaining unit members for CSEA containing the employees' respective seniority calculated by date of hire in a regular position. CSEA shall have the right to inspect, at reasonable times and with reasonable notice, all non-confidential public records that are necessary to CSEA to carry out its obligation pursuant to Government Code 3543.1 (a).
- D. Upon written authorization of a unit member, a CSEA representative may inspect the unit member's personnel file.
- E. The Superintendent shall provide release time with pay for one CSEA Chapter 836 delegate for up to a maximum of five (5) days to attend CSEA's annual State Conference which is held on or around the end of July or beginning of August. To minimize a negative impact on operations, CSEA will provide a name of the delegate and conference dates to the Superintendent or designee by June 1st annually.
- F. The right for CSEA to use San Benito County Office of Education facilities, pursuant to SBCOE policies when such use does not conflict with the institutional use of such facilities. Any damage caused to said facilities shall be borne by CSEA. The said facilities shall be reserved in advance by a CSEA representative.
- G. The Superintendent agrees to provide paid release time to the CSEA Chapter President or designee to attend all public sessions of the San Benito County Board of Education that occur during the regular work shift of the CSEA designee attending the session.

- H. The salary and salary related costs for any requested release time made by CSEA for CSEA members to attend important organizational activities, shall be reimbursed to the SBCOE by CSEA. Release time requests of CSEA shall be submitted at least three (3) work days in advance.

ARTICLE VIII

Compensation, Health and Welfare Benefits

The salary schedule and classification ranges shall be attached hereto as Exhibit A and shall reflect the following increases as agreed to between the Superintendent and CSEA on September 8, 2021:

The 2024-25 Classified Salary Schedule shall be increased by an ongoing 1.0% effective July 1, 2024. Should any other employee group receive an increase greater than this amount for the 2024-25 fiscal year, the percentage difference shall be conveyed to the CSEA bargaining unit, effective July 1, 2024.

The SBCOE's contribution to the health and welfare benefits cap shall be increased to \$19,000 annually, effective October 1, 2024. Should any other employee group receive an increase to the health and welfare benefits cap greater than this amount for the 2024-25 fiscal year, the additional increase shall be conveyed to the CSEA bargaining unit, effective October 1, 2024.

Longevity Pay:

1. For those employees hired before July 1, 1993, 2.5% of the annual salary will be given when the employee begins the 6th year of continuous service; 5% of the annual salary will be given when the employee begins the 8th year of continuous service; 7.5% of the annual salary will be given when the employee begins the 11th year of continuous service; 10% of the annual salary will be given when the employee begins the 16th year of continuous service; 11.5% of the annual salary will be given when the employee begins the 21st year of continuous service; 15% of the annual salary will be given when the employee begins the 26th year of continuous service; 17.5% of the annual salary will be given when the employee begins the

30th year of continuous service; and 20% of the annual salary will be given when the employee begins the 35th year of continuous service.

2. For those employees hired on or after July 1, 1993, and prior to July 1, 2019, 2.5% of the annual salary will be given when the employee begins the 9th year of continuous service; 5% of the annual salary will be given when the employee begins the 12th year of continuous service; 7.5% of the annual salary will be given when the employee begins the 15th year of continuous service; 10% of the annual salary will be given when the employee begins the 18th year of continuous service; 11.5% of the annual salary will be given when the employee begins the 21st year of continuous service; 15% of the annual salary will be given when the employee begins the 26th year of continuous service; 17.5% of the annual salary will be given when the employee begins the 30th year of continuous service; and 20% of the annual salary will be given when the employee begins the 35th year of continuous service.
3. For those employees hired on or after July 1, 2019, 2.0% of the annual salary will be given when the employee begins the 9th year of continuous service; 4% of the annual salary will be given when the employee begins the 12th year of continuous service; 6% of the annual salary will be given when the employee begins the 15th year of continuous service; 8% of the annual salary will be given when the employee begins the 20th year of continuous service; 10% of the annual salary will be given when the employee begins the 25th year of continuous service; 12% of the annual salary will be given when the employee begins the 30th year of continuous service; and 14% of the annual salary will be given when the employee begins the 35th year of continuous service.
4. Approved leave of absence not exceeding one year will be accepted as continuous service.
5. The anniversary date will be the date of the employee's initial employment with SBCOE.
 - a. Beginning July 1, 2016, eligible association unit members will receive their step increase and longevity compensation on July 1. Eligible employees who received a step increase between July 1, 2015 and December 31, 2015 will be eligible for a step increase on

July 1, 2016. Eligible employees who received a step increase between January 1, 2016 and June 30, 2016 will be eligible for a step increase on July 1, 2017.

- b. To be eligible for a step increase, a unit member shall have been in paid status for at least 75 percent of the total work days, holidays, and vacation days of the unit member's assigned position during the year.
- c. Years of service for longevity compensation purposes will include only those years in which the employee was in paid status for at least 75 percent of the total work days, holidays and vacation days of the employee's assigned position during the year.

In determining classified employee's placement on the salary schedule, the Superintendent may grant up to three years' credit for prior experience terminated within the last year for work performed in a like assignment. Credit is granted on a year to year basis with experience.

Health and Welfare Benefits:

1. Bargaining unit members may select from the current available medical plans offered through Self Insured Schools of California (SISC) requiring 100% participation. Eligible employees may elect to participate in one of the IRC 125 options for medical coverage for the employee and eligible dependents.
2. The total cost of the health and welfare programs will be paid by a combination of the Superintendent contribution of the base amount and payroll deduction from the employee. If the total cost of the health and welfare benefits is less than the base allocation, then the employee will receive the difference known as "cash back". Bargaining unit members who select plans with associated costs lower than the Superintendent contribution shall receive the cash difference (less statutory costs) between the Superintendent's contribution and the cost of the unit member's plan. All payroll deductions will be subject to provisions of the IRS 125 and any "cash back" amounts will be subject to IRS regulations and employee tax obligations.

3. As agreed to between the Superintendent and CSEA on March 31, 2021, commencing in the 2021-2022 School Year the Superintendent will fund the health benefits package up to a cap of \$15,800.00, effective July 1, 2021. The health benefits cap package includes Medical, Dental and Vision through SISC. All aspects of the benefit options and payments will be established in accordance with IRC guidelines, IRS regulations and state guidelines.
4. Health benefits for employee and eligible dependents will be paid by the Superintendent on the basis of the number of months employed, the date of employment and the number of hours worked, (see chart below).
5. Dental benefits for employee and eligible dependents will be paid by the Superintendent on the basis of the number of months employed, the date of employment and the number of hours worked.
6. Vision benefits will be paid by the Superintendent for the employee only. Any dependent coverage will be paid by the employee through deductions from the payroll. Percentage of premium paid by the Superintendent will be based on the number of months employed, the date of employment and the number of hours worked. (see chart below).

EMPLOYMENT POSITION MONTHS PAID BY COUNTY

12 Months	12
11 Months	12
10 Months	12

Hours Employed	% of Benefits Paid by County
0 to 3.9	No Coverage
4.0 to 5.9	50% County/50% Employee
6.0 to 8.0	100% County

7. In the event the Superintendent proposes to change insurance carrier(s)

or benefits, the proposed carrier(s) and specifications for coverage will be submitted to an independent insurance consultant chosen by the Superintendent and CSEA for evaluation as to comparability of benefits and covered services to that of the current carrier(s). Upon completion of the evaluation, the independent consultant will provide a copy of the report to both the Superintendent and CSEA. The Superintendent reserves the right to make the final selection of carrier(s) of insurance. The objective of this process will be to maintain substantially equivalent benefits at the lowest cost to the Superintendent.

8. The classified employees' unit may enroll in the State Disability Insurance Program. The cost of the program is to be paid for by the employees through payroll deductions.
9. Health and Welfare benefits will be effective on the first day of the month after 15 days of continuous service. Employees terminating prior to the 15th of the month will not have health and welfare benefits for that month. Employees terminating after the 15th of the month will have coverage effective through the month.
10. Employees' share of premiums will be made by payroll deductions.
11. Employees paying benefits for the months not in working status must have the payment in to the SBCOE business office by the 15th of the month for the following month's coverage. Employees will be invoiced by the SBCOE business office for the months to be paid by the employees.
12. If the employees' share of the health and welfare premiums is not in to the SBCOE business office by the due date, benefits will be canceled and cannot be reinstated until the employee's return to work in the fall.
13. The Superintendent's portion of premium coverage for less than 12-month positions will be paid on the basis that employees are expected to return to work after the summer recess period. Any employee who does not return will be billed for the premiums that were paid by the Superintendent while the employee was in a non-working status.

ARTICLE IX
Rest Periods

Employees are granted a duty-free rest period of 15 minutes for each four hours of consecutive work at times scheduled approximately in the middle of each four hours worked. The rest period is intended to be a recess to be preceded and followed by an extended work period. Thus, it may not be used to cover an employee's late arrival to work or early departure or extended lunch period. It may not be regarded as accumulative if not taken.

ARTICLE X
Holidays

All probationary and permanent classified employees shall be entitled to payment for authorized holidays provided that they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

Holidays shall include (per Education Code 45203) New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Admission Day (to be taken the day after Thanksgiving), Thanksgiving Day, and Christmas Day.

For employees hired prior to July 1, 2022, additional holidays (paid days off) granted by the Superintendent shall include one "floating" holiday to be taken upon a date that is selected by the employee with the approval of his/her program administrator. The date to be taken shall be established no later than 30 days before the end of the employee's work year. A "floating" holiday not scheduled 30 days before the end of the employee's work year will be forfeited. Employees hired on or after July 1, 2022 shall not be granted this additional holiday.

In addition to the above-mentioned holidays, two additional holidays for 12 month classified employees only are to be taken on Christmas Eve and New Year's Eve. 10 Month employees will be paid for Christmas Eve only. The SBCOE will be closed for those two days.

SBCOE's Master Calendar attached, Exhibit B, will establish the actual

days that are to be taken for the above Education Code holidays.

Pursuant to California Code of Education Section 45203, regular employees of the Superintendent who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in paid status during any portion of the working duty of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE XI

Vacations

Every regular classified employee, permanent and probationary, shall earn vacation at the prescribed rate as part of this compensation. Vacation shall also be earned during any paid leave of absence. Eligibility to take vacation will commence on the first day of the pay period following completion of six months of paid service in regular assignments.

Vacation shall be earned at the rate of $\frac{5}{6}$ of one day per month of service for the first through completion of the fifth year. Beginning with the sixth year, vacation shall be earned at the rate of $1\frac{1}{4}$ days per month of service. Beginning the tenth year, vacation shall be earned at the rate of $1\frac{1}{2}$ days per month of service. Effective July 1, 2024, beginning the twenty-first year, vacation shall be earned at the rate of $1\frac{3}{4}$ days per month of service.

All employees serving less than 40 hours per week shall have their vacation pro-rated in proportion to the actual number of hours worked.

Vacation may, with the approval of the supervisor, be taken at any time during the school year. Vacation requests must be submitted to the employee's immediate supervisor a minimum of five (5) days prior to the requested time off. Vacation requests must be entered into SBCOE's absence reporting system a minimum of three (3) days prior to the requested time off.

All vacation requests must be considered in regard to the work requirements of the Superintendent. When employees in the same

classification and in the same department request a vacation for the same time period, the supervisor shall determine if the vacations can be approved.

1. With the approval of the Superintendent, the employee may be paid for any unused accumulated vacation exceeding ten days at the close of the fiscal year. Requests for payment for any unused accumulated vacation will be initiated by the employee no later than 30 days prior to the end of the employee's work year and will be paid at the close of the fiscal year.
2. Any employee with a ten (10) month work year shall be paid for all unused accumulated vacation at the close of the fiscal year.
3. No vacation, or part thereof, shall be taken at a lesser rate than one-half day at a time without prior approval of the employee's supervisor. No more than three days of vacation may be taken in part-time increments of less than four hours.
4. Upon separation from service, an employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.
5. An employee absent on leave without pay or an employee laid off for lack of work or lack of funds, shall not accumulate vacation credit during the period of his/her absence from active service.
6. Employees shall be allowed to maintain up to two (2) times the amount of days earned per fiscal year. Employees shall be encouraged to take their accrued vacation. Vacation in excess of that allowed above shall be paid automatically to the employee at the end of the fiscal year. With the approval of the Superintendent, an employee may maintain up to one (1) additional year of vacation days into a third fiscal year if sufficient vacation is scheduled to be taken that year.

ARTICLE XII Leaves

Bereavement Leave:

1. An employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of up to five (5) working days.
2. Immediate family is defined as mother, father, grandmother, grandfather, brother or sister of the employee or the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law or grandchild of the employee or any relative living in the immediate household of the employee. In exceptional circumstances, the Superintendent may grant bereavement leave for other than those listed above.

Sick Leave:

1. Sick leave is the absence of an employee because of illness or injury or exposure to contagious disease.
2. Regular classified employees (probationary and permanent) shall earn paid sick leave at a rate of 15 days per year for full time employees. Employees working less than full time shall earn sick leave on the ratio their work year and/or work day bears to full time. Unused sick leave may be accumulated without limit.
3. At the beginning of each fiscal year, the sick leave credit of employees shall be increased by the number of days of paid sick leave which they would normally earn in the ensuing fiscal year. An employee's sick leave credit shall be adjusted if a change of assignment alters that amount of sick leave earnable.
4. Sick leave may be taken at any time during the work year.
5. A new employee with probationary status shall not be eligible to take

more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after 130 working days of active service with the Superintendent.

6. Employees must notify their supervisor of their absence within the first working hour of the first day absent, unless conditions make notification impossible. Employees shall be required to indicate why notification could not be made as stated in this section.
7. Employees absent a total of three or more sick days in one calendar month may be required to present a doctor's statement stating the nature of the illness or injury and the date the employee is able to return to work.

Personal Necessity Leave:

In cases of personal necessity employees may use, at their election, their sick leave for the following reasons:

1. Death of a member of their immediate family when additional leave is required beyond that provided in this Article and that provided, in addition thereto, as a right of the Superintendent.
2. Accident involving person or property, or the person or property of a member of their immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant party, or witness under subpoena or any order made with jurisdiction. Such leave may not be utilized in matters related to employer/employee disputes when the employee is the litigant.
4. An illness of a member of an employee's immediate family as defined under Bereavement Leave, sudden or serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention during his/her assigned hours of service.

5. Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature that under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
6. Personal necessity shall not be limited to reasons enumerated above, but shall include personal business of an unforeseen emergency nature, which cannot be taken care of during non-school hours. Personal matters that would prove embarrassing need only be communicated orally to the supervisor and need not be written. Personal business matters shall, at the request of the employee, be considered confidential at all administrative levels. Details beyond those necessary to establish the legitimacy of the reasons for personal necessity need not be divulged.
7. Unforeseen emergency is defined as an activity that is significant to maintain the well-being of the employee's personal, family and property interests.

No more than eight (8) days of such accumulated sick leave may be used in any school year. Employees may utilize two (2) of their allotted annual amount of personal necessity days as no tell days.

Absence from Duty:

1. Employees who wish to be absent for any reason other than illness, must request permission from their supervisor.
2. Employees who wish to be absent from duty for doctor/dental appointments shall request permission from their supervisor. The supervisor may request a verification of appointment, either an appointment card or receipt of appointment.
3. Each employee working eight (8) hours per day shall be allowed up to one hour each month for doctor/dental appointments. All time exceeding one hour shall be deducted from the employee's sick leave.

The Superintendent and CSEA recognize that reasonable accommodation of qualified employees and applicants with disabilities is, when necessary, mandated by the Americans with Disabilities Act (ADA). When reasonable accommodation under ADA potentially conflicts with provision of this Agreement, the Superintendent agrees to consult CSEA and consider its input prior to implementing the accommodation.

Pursuant to the Optimum Utilization of Resources Plan, employees returning to work from Industrial Accident and Illness leave will be compensated based upon their individual contracts.

ARTICLE XIII

A. Procedures for Processing Grievances

1. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this agreement. Actions to challenge or change the provisions of this agreement or the policies of the County Office of Education as set forth in Board or Superintendent policies or administrative rules, regulations, and procedures must be undertaken through separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the board or by the administrative regulations and procedures of the County Office of Education are not within the scope of this procedure.
2. A "grievant" is a classified employee who is a member of the CSEA bargaining unit covered by this agreement who is filing a grievance. CSEA is agreeable to this change.
3. A "day" is any day in which the schools of the County Office of

Education are in session, with the exception of summer school.

4. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.
5. A "conferee" is a person who is not a party to a grievance who is asked by either party to serve as that party's advisor.
6. Issues arising out of the exercise by the Superintendent of his/her responsibilities under Article V (County Board and Superintendent Rights) of this agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure. CSEA is agreeable to this change.

B. Informal Resolution

Any employee who believes s/he has a grievance shall present the grievance verbally to his/her immediate supervisor within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances that form the basis for the grievance. Failure to do so will render the grievance null and void. The supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

C. Formal Resolution

Grievances will be processed in accordance with the following steps:

Level 1 - If the grievance is not settled during the informal discussion and the employee wishes to pursue the grievance at the formal level, the employee shall present the grievance in writing to the immediate supervisor within ten (10) days after the verbal decision by the supervisor. The supervisor shall respond in writing within ten (10) days after the receipt of the grievance. The written information shall include: (a) a

description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; (b) a listing of the provisions of this agreement that are alleged to have been violated or misapplied; (c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) a listing of specific actions requested of the Superintendent that will remedy the grievance.

Level 2 - If the grievance is not resolved at *Level 1*, the grievant shall, within ten (10) days after receipt of the written decision, present the grievance in writing to the Superintendent. Within ten (10) days from the receipt of the grievance, the Superintendent shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Superintendent shall make a written disposition of the grievance within ten (10) days after such meeting and return it to the grievant. The Superintendent's decision shall be final and binding on all parties.

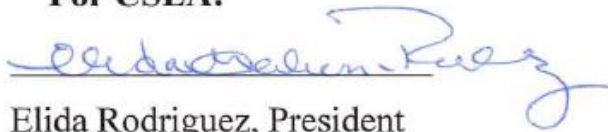
D. General Provisions

1. Any party to a grievance may, at the formal or informal level, have one other person serve as a conferee and be present during the proceeding.
2. No party shall take any reprisals against any other party because of participation in the grievance procedure.
3. Time limits given in these procedures may be modified by written agreement of the parties involved.
4. If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on

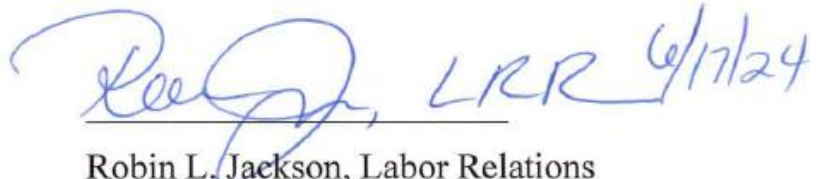
behalf of himself/herself and the other complainants, may process the grievance or complaint through the grievance procedure. Names of all known aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

5. An employee grievance shall in no way interfere with the right of the Superintendent and his/her administrative staff to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

For CSEA:



Elida Rodriguez, President
CSEA Chapter 836



Robin L. Jackson, Labor Relations
Representative



Melinda Arellano
Negotiations Team Member
CSEA Chapter 836

For SBCOE:



Jennifer Logue

Deputy Superintendent



Antonio Vela

Director of Human Resources



Bill Sachau

Director of Special Services



Julieann Trice

Coordinator of Special Education



Shannon Hansen

Assistant Superintendent of Business
Services