

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WASHINGTON UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
149 (WASHINGTON UNIT)

JULY 1, 2019 – JUNE 30, 2022

CSEA COLLECTIVE BARGAINING AGREEMENT

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1. ARTICLE I – RECOGNITION

1.1. The District confirms its recognition of the California School Employees Association and its Chapter 149 (Washington Union School District Unit) as the exclusive representative of all classified employees except those lawfully designated management, supervisory or confidential. Employees designated as confidential shall include, unless otherwise agreed, School Secretary (San Benancio Middle School), School Secretary (Washington Union School), School Secretary (Toro Park School), Fiscal Analyst (District Office), and Administrative Manager (District Office).

1.2. All new classified positions shall be placed in the unit unless otherwise proposed by the District that the position be designated Management, Confidential or Supervisory. Should such a proposal be made, the parties shall attempt to reach a mutual agreement as to the proper designation of the position. Failure to reach mutual agreement shall result in submission of a request to the Public Employment Relations Board (PERB) for a hearing to determine the position's proper designation.

2. ARTICLE II – TERM

2.1. This agreement shall be effective July 1, 2019 through June 30, 2022. The parties may reopen negotiations on salary and health benefits and two Articles each for each successive year of this agreement.

3. ARTICLE III – ORGANIZATIONAL SECURITY AND DUES DEDUCTION

3.1. General Provisions: The Association shall have the sole and exclusive right to have membership dues deducted by the district from payroll warrants of employees in the bargaining unit. The district, when drawing an order for salary or wage payment for employees in the bargaining unit, shall deduct above dues in accordance with the current CSEA schedule and in compliance with the Article. The District shall pay the Association, within fifteen (15) days of the deduction, all sums so deducted. The Association shall notify the district of all members who are subject to dues deductions.

- 3.2. Hold Harmless Clause: The Association shall indemnify, defend, and hold the District harmless from any claims, demands or suits or any other action arising from the District's compliance with Article 3.1. The District shall promptly notify the Association of any claims made that relate to dues authorizations. The Association shall have the exclusive right to decide and determine whether any such claim shall be compromised, resisted, defended, tried or appealed.
- 3.3. Membership Status and Information: The District shall distribute but not collect a CSEA supplied membership packet to new hires. The District shall refer all employee questions about CSEA membership or dues over to the CSEA labor Relations Representative. The District shall take reasonable steps to safeguard the privacy of unit members' personal information, including but not limited to, Social Security numbers, personal addresses, personal phone numbers and union membership status.

4. ARTICLE IV – EMPLOYEES' RIGHTS, EVALUATIONS AND PERSONNEL FILES

- 4.1. The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.
- 4.2. New Employee Orientation: The CSEA Chapter President or designee shall have the right to participate in each orientation meeting for newly hired classified employees for the purpose of providing information about CSEA and this agreement. No less than two days before each orientation meeting, the District shall notify the Chapter President. The Chapter President shall provide the name of the CSEA representative designated to attend the meeting. If the meeting is held during the work hours of the CSEA representative designated to attend the meeting, then the CSEA representative shall extend his or her work schedule to make up an amount of time equivalent to the time spent at the orientation.
- 4.3. Evaluation
- 4.3.1. Probationary employees shall be evaluated on the form issued by the District Office. The District will attempt to give probationary employees a two month

evaluation. Probationary employees shall be evaluated at the completion of five months of service after initial hiring.

4.3.2. Permanent employees should be evaluated annually on the form issued by the District Office. Additional evaluations may be conducted at any time by the immediate supervisor or at the request of the Superintendent.

4.3.3. The evaluation report shall be signed by the evaluator and the employee. The evaluator's signature certifies that he/she has discussed the evaluation with the employee. The employee's signature signifies receipt of the evaluation and does not necessarily indicate agreement.

4.3.4. Any negative evaluation should include specific recommendations for improvement.

4.3.5. The annual evaluation process, including the conference with the employee to discuss the evaluation, shall be completed no later than May 15 (or its closest succeeding workday) of each year. The parties acknowledge that unforeseen events can occur which may prevent compliance with this deadline.

4.4. Personnel File

4.4.1. The official personnel file on each employee shall be maintained at the District's central administration office.

4.4.2. Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall have a ten (10) working day period in which to prepare a written response to such material. The written response shall be attached to the material.

4.4.3. All personnel files shall be kept in confidence except as needed for official District purposes.

4.5. Seniority

Seniority for all classified employees shall be based upon hire date. Upon request, the CSEA bargaining representative shall be provided with a copy of the seniority list.

5. ARTICLE V – GRIEVANCE PROCEDURE

5.1. Definition: A grievance is defined as an alleged violation of a specific article or section of this agreement. Action to challenge or change the policies of the District as set forth in the Rules and Regulations or administrative regulations and procedures must be undertaken under separate legal process.

5.2. Procedure

5.2.1. Informal: Within ten (10) working days (days classified employees are required to work) of the time a grievance arises, the employee will present the grievance directly to his/her Principal. Within five (5) working days after presentation of the grievance, the Principal shall give his/her answer orally to the employee.

5.2.2. **Step One**

Pursuant to current contract language, the Statement of Grievance form attached as Exhibit “B” shall be adopted as the form approved for processing grievances as specified in Article 5.2.2.

5.2.2.1. Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the Grievant and lodged with the Principal on the form, “Statement of Grievance,” to be provided by the District.

5.2.2.2. The “Statement of Grievance” shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested.

5.2.2.3. Within five (5) working days after receiving the grievance, the Principal shall communicate his/her answer in writing to the Grievant.

5.2.3. **Step Two**

5.2.3.1. If the grievance is not resolved in Step One, the Grievant may, within ten (10) working days of receipt of the Principal’s answer, submit to the Superintendent a written “Statement of Grievance,” signed by the Grievant.

5.2.3.2. The Superintendent or his/her designated representative shall give the Grievant an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, time may be allowed by mutual agreement of the Superintendent and the Grievant. A copy of the conclusions reached at level two will be forwarded to the Association.

5.2.4. Step Three

5.2.4.1. Within fifteen (15) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.

5.2.4.2. No later than fifteen (15) working days after receiving the appeal, the Board shall hold a hearing on the grievance at a regular or special meeting. All those listed in Step Two have a right to participate in the step.

5.2.4.3. Within fifteen (15) working days after the hearing, the Board shall communicate its decision in writing, and state their response if requested, to the aggrieved employee.

5.2.4.4. The Association may not present any material allegation or remedy that was not presented in Step Two.

5.2.4.5. The decision of the Board is final.

5.2.5. Alternate Step Three (Advisory Arbitration)

5.2.5.1. If the Grievant is not satisfied with the decision rendered at Step Two, with the concurrence of CSEA, he/she may submit a request in writing to the Superintendent for advisory arbitration with fifteen (15) working days.

5.2.5.2. An impartial arbitrator shall be selected jointly by CSEA and the District within ten (10) days of receipt of the written request. If the parties cannot agree, State Conciliation Service shall be requested to supply a panel of five (5) names. Names shall be stricken until only one remains.

- 5.2.5.3. The fees and expenses of the arbitrator and court reporter shall be shared equally between CSEA and the District. Any additional expenses shall be borne by the party incurring the expense.
- 5.2.5.4. The arbitrator shall have no authority to add to, delete, or alter any provision of this agreement, but shall limit his/her decision to the application and interpretation of its provisions.
- 5.2.5.5. The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.
- 5.2.5.6. After hearing the evidence, the arbitrator shall submit his/her findings and recommended decision in writing to the Board with copies to CSEA and the Superintendent. If either party is not satisfied with the findings or recommendations of the arbitrator, he/she may appeal to the Board within ten (10) working days.
- 5.2.5.7. The Board shall review the written record and render a final decision no later than the second regularly scheduled Board meeting after receipt of the written record or either party's appeal, whichever is later.
- 5.2.5.8. Nothing shall bar the right of the Grievant to pursue legal recourse.

5.3. Appearance and Representation

- 5.3.1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. Such hearing shall be conducted during non-working hours, unless there is mutual agreement for other arrangements.
- 5.3.2. The Board and the Grievant are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 5.3.3. If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance at Step Two of this procedure.

5.4. Time Limits

- 5.4.1. Time limits provided in the agreement may be extended by mutual agreement when signed by the parties.

5.4.2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the Administrative answer to the previous step.

5.5. Employee's Legal Rights

5.5.1. Nothing contained herein shall deny to any employee his/her rights under State or Federal Constitution and laws.

5.5.2. No probationary employee may use the grievance procedure in any way to appeal discharge or a decision by the Board not to rehire.

5.5.3. Matters for which a specific method of review is otherwise provided by the State or Federal laws, or by the policies, rules, and regulations of the district, are not within the scope of the grievance procedure.

6. ARTICLE VI – WAGES

6.1. The current classified salary schedule shall be increased by 5%. This adjustment shall be retroactive to July 1, 2019. Instructional aides who participate in one full day of optional staff development (six hours) shall be compensated at the rate of \$137 for the day.

6.2. The elimination of Article 6.2 reflecting longevity shall be effective July 1, 2014 and effective that same day, the current classified salary schedule shall be modified to add new steps through year 31 of employment. The new salary schedule that will be effective July 1, 2014 shall be the version attached hereto as Exhibit "A".

6.3. The elimination of Article 6.3 as previously existed shall be effective July 1, 2014, and effective that same day the current classified salary schedule shall be increased by 7%. On and after July 1, 2014, all employees shall pay their own contributions to PERS as required by law for the benefit plan in which they are enrolled. (2% at 55 or 2% at 62)

6.4. Commencing on July 1, 2013, bargaining unit members will have the option of having salary payments deferred so that the pay will be received over ten or twelve months.

6.5. The District may require certain personnel to wear a uniform, i.e., custodial, maintenance, groundskeeper, bus driver, etc. The District shall provide all personnel

required to wear a uniform with five (5) uniform shirts (either t-shirt or polo shirt) and one (1) uniform jacket (lined windbreaker). Uniforms for new employees will be ordered when the employee is hired. Uniform shirts will be replaced by the District during the first week of October of each school year. Uniform jackets shall be replaced every three (3) years if requested by the employee. Uniforms damaged or destroyed due to workplace accidents shall be replaced by the District at no cost to the employee.

6.6. Administration of Emergency Medications

6.6.1. There may be emergency situations where the health and safety of a student requires the administrations of medication by classified employees who have volunteered to be trained to provide those services. These provisions apply only to such volunteer employees and only to the following medications

- Epinephrine
- Glucagon
- FDA approved rectal emergency anti-seizure medication (aka Diastat or Diazepam)

6.6.2. The emergency administration of medication shall be by an employee who volunteered to be trained and was certified as qualified. All volunteer employees will maintain their competency as documented by appropriate health professionals.

6.6.3. Any agreement by an employee to administer an emergency anti-seizure medication, glucagon, or Epi-pens is strictly voluntary and staff may not be coerced, intimidated or threatened to volunteer. Any employee who volunteers may rescind his/her offer up to three (3) workdays after the completion of such training for that particular medication. After that time, a volunteer may rescind his/her offer to administer one of these medications with a ten (10) workday notice, or until a new individual student health plan is developed, whichever is less. Volunteer forms are attached as Exhibit "C".

- 6.6.4. The District shall have sole discretion to determine the type, frequency and content of all trainings and recertification, and to select volunteer employees to receive training and provide services pursuant to this section.
- 6.6.5. An employee who volunteers to be trained, certified, and volunteers to provide one or more of the above services shall receive a five hundred dollar (\$500) annual stipend. This stipend shall be paid in the last regular payroll period of the fiscal year in which the certification or recertification took place. If an employee withdraws his/her willingness to voluntarily provide a service, the stipend shall not be paid. If an employee retires or otherwise terminates employment prior to the last regular payroll period of the fiscal year, the stipend shall be prorated and paid for the portion of the fiscal year that the employee was certified and still employed by the District.
- 6.6.6. The District shall defend and indemnify from any and all civil liability each trained and certified volunteer employee who provides services pursuant to this section.
- 6.7. Specialized Physical Health Care Procedures
- 6.7.1. Specialized Physical Health Care Procedures (SPHC) shall be defined to include catheterization, gastric tube feeding, suctioning, or other services requiring medically related training as described in Education Code Section 49423.5.
- 6.7.2. Instructional aides or health aide staff that are trained and assigned to perform SPHC services shall be eligible for a five hundred dollar (\$500) annual stipend that will be pro-rated over the number of months that the employee is paid.
- 6.7.3. Instructional aides or health aide staff who are hired after August 1 or employees who promote, transfer, or who are reassigned into such an assignment shall be trained and certified as soon as possible, according to legal requirements. The trainer shall be a qualified medical professional specified by the District.
- 6.7.4. Instructional aides or health aide staff who are hired after August 1 shall begin receiving the prorated stipend on the first of the month following their certification and assignment to a student needing SPHC services.

6.7.5. If an employee’s assignment is changed and it results in the discontinuance of the SPHC stipend, the employee shall have at least 30 days notice. It will be the responsibility of the District to discontinue the stipend. Employees will be held harmless if they are paid the stipend, but are not assigned to provide services.

6.7.6. The district shall seek volunteers for any assignments which require SPHC services. If a sufficient number of staff does not volunteer to provide SPHC services, the District shall have the option of assigning the least senior eligible employee to the student requiring SPHC services.

7. ARTICLE VII – HEALTH AND WELFARE BENEFITS

7.1. Effective January 1, 2016, the District agrees to pay the following amounts for employee coverage for medical and dental coverage through the Monterey County Schools Insurance Group, (Municipalities, Colleges and Schools Insurance Group), and vision through Medical Eye Services, for all employees of the unit who are assigned to full-time or part-time positions of a thirty (30) hour week:

Municipalities, Colleges and Schools Insurance Group

Medical:	Monthly	Annually
Employee Only	\$ 682.40	\$ 8,188.80
Employee + 1	\$ 1037.28	\$13,354.64
Family	\$ 1446.72	\$17,360.64
Dental:		
Employee Only	\$ 44.70	\$ 536.40
Employee + 1	\$ 82.52	\$ 990.24
Family	\$ 132.35	\$ 1,558.20
Vision:		
Employee Only	\$ 8.40	\$ 100.80
Employee + 1	\$ 16.80	\$ 201.60
Family	\$ 21.70	\$ 260.40

- 7.2. Employees may elect to choose any plan provided through Municipalities, Colleges and Schools Insurance Group. Any costs above the District's contribution(s) in 7.1 above shall be paid by the employee.
- 7.3. Absent a negotiated agreement, all increases to benefits will be paid by the employee. The increased contribution shall commence in the January paycheck. The amount deducted each month shall be determined by calculating the total amount owed by the employee and dividing that number by the total number of regular paychecks the employee will receive during the January to December period.
- 7.4. Qualifying employees must complete enrollment forms in a timely fashion, and coverage for each dependent is subject to acceptance by the provider.
- 7.5. The District agrees to continue the District's contribution for medical, vision and dental insurance coverage during the summer months for eligible employees of this unit whose regular work year is less than twelve (12) months.
- 7.6. Classified employees who work less than a thirty (30) hour week may elect to participate in the District's dental insurance programs at their own expense. Employee contributions may be made by payroll deduction. However, coverage may be terminated if the monthly premium is not received by the 10th day of the month preceding the month of coverage.
- 7.7. After one year of service, should an eligible member employment be terminated for any reason other than for cause, he/she shall be entitled to continue coverage under the District's medical and dental care plans for a period not to exceed eighteen (18) months provided such plans allow coverage. Such employee shall pay the premium for the continued coverage on a month-to-month basis. Coverage will be terminated if the monthly premium is not received by the 10th day of the month preceding the month of coverage.
- 7.8. For employees who, as of 1/15/2015, have worked for the District for 180 months/fifteen years, the District agrees to maintain contributions for medical and dental insurance programs provided in the Article on the same basis as provided active employees in the unit for those persons who qualify for benefits under Section 7.1 and who elect to retire

after age 55 and before age 65. District contributions shall terminate in the month following the month of the retiree's 65th birthday.

7.8.1. For employees not subject to 7.8, the District agrees to maintain contributions for medical and dental insurance programs provided in this Article for Employee Only and Employee + 1 coverage on the same basis as provided active employees in the unit for those persons who qualify for benefits under Section 7.1 and have worked a minimum of 180 months/15 years and who elect to retire after age 55 and before age 65. District contributions shall terminate in the month following the month of the retiree's 65th birthday. The following formula will be used to convert part-time service to eligible months for full-time service to be accumulated for benefits under this section:

$$\frac{\text{Hours worked in school year}}{2080 \text{ hours}} = \text{Eligible months of full-time service}$$

8. ARTICLE VIII – HOURS

8.1. The work week shall be a five (5) day, forty (40) hour week.

8.2. The length of the work day and the work schedule shall be determined by the District for each classification.

8.3. Any work performed in excess of eight (8) hours per day or forty (40) hours per week by a member of the classified unit shall be considered overtime.

8.3.1. Employees with an average workday of four (4) hours or more per day during a workweek of five (5) consecutive days shall be compensated at the overtime rate for any work required to be performed on the sixth or seventh consecutive day of work following the start of the work week.

8.3.2. For employees with an average workday of less than four (4) hours during a workweek of five (5) consecutive days, any work required to be performed on the seventh consecutive day following the start of the work week will be compensated at the overtime rate.

- 8.4. All overtime shall have prior approval of the administration. Overtime hours shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee performing the overtime work.
- 8.5. Call-in/Call-back: Time and one-half the regular rate of pay, with a minimum of two (2) hours pay, shall be paid for emergency night call between the hours of 6 p.m. and 6 a.m. and for emergency calls on Saturday, Sunday and holidays.
- 8.5.1. At the beginning of each school year (July 1st), the District shall generate a list, in seniority order, of the custodians and bus driver/custodians. Overtime related to weekend work should be offered to the employees on the list on a rotating basis so that the first assignment is offered to the most senior person and the second assignment is offered to the second person, continuing on until the list repeats. An employee on the list may decline an assignment; however, the employee still moves to the bottom of the rotation. The annual carnival assignments will not be subject to this process.
- 8.6. Employees whose assigned work shift begins in the afternoon and continues through the dinner hour shall be allowed one-half hour during their eight (8) hour shift with no loss of pay.
- 8.7. Employees shall be granted fifteen (15) minute rest periods which, insofar as possible, shall be in the middle of each four (4) hour work period. Employees working less than four (4) hours but not more than two (2) hours shall be granted a ten (10) minute rest period, which may or may not be in the middle of the scheduled work period. The administration may schedule these rest periods as needed to meet unique requirements of the District.
- 8.8. Compensatory Time
- 8.8.1. Employees may, at their option, receive compensatory time in lieu of compensation for overtime worked provided the following is met:
- a. Compensatory time is authorized in lieu of pay by the immediate supervisor.
 - b. Compensatory time must be taken within one year of the time it is earned.
 - c. Accrued hours of compensatory time shall not exceed 240.

8.8.2. If an employee is unable to take any compensatory time earned as specified above, he/she shall be compensated for the time on his/her next regular paycheck at his/her rate of pay in effect at the time the compensatory time was earned.

8.8.3. Compensatory time shall be earned at the appropriate straight-time or overtime rate according to the employee's status at the time the compensatory is earned.

9. ARTICLE IX – LEAVES

9.1. Personal Illness and Injury Leave

9.1.1. Regular Employees: Regular full-time employees employed for twelve (12) months are entitled to twelve (12) days of leave of absence for illness or injury. Regular full-time employees employed for less than twelve (12) months are entitled to the proportion of twelve (12) days of leave of absence for illness or injury as the number of months worked bears to twelve (12).

9.1.2. Part-time Employees: Part-time employees employed for the entire school year are entitled to that proportion of twelve (12) days of leave of absence for illness or injury as the number of hours he/she is employed per week bears to forty (40). Part-time employees employed for less than the entire school year are entitled to that proportion of twelve (12) days of leave of absence for illness or injury as the number of hours he/she is employed per week bears to forty (40) and as the number of months worked bears to twelve (12).

9.1.3. Employees may obtain information regarding their own sick leave entitlement from the District office.

9.1.4. Pay During Sick Leave: Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

9.1.5. Accrued Leave Prior to Absence: Credit for leave of absence need not be accrued prior to taking such leave. However, new employees shall not be eligible to take more than six (6) days or the proportionate amount to or which he/she may be entitled until after completion of six (6) months of service with the District.

9.1.5.1. First Year Employees

- 9.1.5.1.1. Payroll clerk will credit the employee's card with six (6) days upon initial employment and six (6) additional days at the beginning of the seventh calendar month.
- 9.1.5.1.2. If the employee's service is terminated, recomputation will be made, allowing one (1) day for each month during which service was performed. If the employee has used more than the entitlement, the overpayment shall be deducted from the balance of salary owed the employee.
- 9.1.5.2. Second Year (and following) Employees
 - 9.1.5.2.1. Payroll Clerk will credit the employee's card with the cumulative days of sick leave plus twelve (12) days of current sick leave.
 - 9.1.5.2.2. When the employee's service is terminated a recomputation will be made. If the employee has overpayment it shall be deducted from the balance of the salary owed the employee.
- 9.1.6. Employees are expected to schedule doctor's appointments, when possible, during non-working hours. If it is an emergency and must be done during school hours and the absence is more than one hour, the full absence shall be reported and deducted as sick leave. If the absence is not more than one hour, it shall not be deducted as sick leave but it must be reported.
- 9.1.7. The normal proof of personal illness or injury shall be the employee's signature on the District's CAUSE OF ABSENCE FORM. However, the District may require:
 - 9.1.7.1. Written proof of illness from a regular licensed physician.
 - 9.1.7.2. A written statement from a person authorized by any well recognized church or denomination to treat people stating the reason for absence and the treatment thereof, or
 - 9.1.7.3. Verification of the extent of the illness or injury through a physical examination of the employee by a physician appointed and paid for by the District.

- 9.1.8. Entitlement to Other Sick Leave: When a classified person is absent from his duties for extended sick leave for a period of five (5) months or less because of personal illness or injury, the amount deducted from the salary due him in any month in which the absence occurs shall no exceed the sum which is paid to a substitute employee assigned to fill his position during his absence.
- 9.1.9. Unused Personal Illness and Injury Leave shall be accumulated from year to year.
- 9.1.10. The District may grant additional leave benefits, at its option.

9.2. Industrial Accident and Illness Leaves

- 9.2.1. Members of the unit shall be entitled to industrial accident and illness leaves of absence under the following provisions;
 - 9.2.1.1. A maximum of sixty (60) working days of Industrial Accident or Illness Leave is allowable for any one accident or illness. Eligibility for Industrial Accident or Illness Leave will continue for only such period as the employee qualifies under worker's compensation laws.
 - 9.2.1.1.1. The employee must have first caused to have filed an Employer's Report of Occupational Injury or Illness in triplicate – signed original and one (1) copy to the worker's compensation carrier and one (1) signed copy to the District Office.
 - 9.2.1.1.2. The employee must indicate on the CAUSE OF ABSENCE FORM – Work Incurred Injury.
- 9.2.2. Allowable leave shall not be accumulative from year to year.
- 9.2.3. Allowable leave shall commence on the first day of absence.
- 9.2.4. Payments for wages lost on any day shall not, when added to an award granted the employee under the workman's compensation laws of this state, exceed the normal wage for the day.
- 9.2.5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workman's compensation.

- 9.2.6. 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.
- 9.2.7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 9.2.1 of this agreement.
- 9.2.8. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workman's compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave when added to the workman's compensation award provided for a full day's wage or salary.
- 9.2.9. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 9.2.10. During paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensatory time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workman's compensation laws of this state.
- 9.2.11. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on the re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- 9.2.12. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside of the state.

9.2.12.1. An employee who has been placed on a re-employment list as provided herein who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

9.3. Bereavement Leave

9.3.1. An employee is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out of state travel is required, on account of the death of any member of his/her immediate family.

9.3.1.1. Members of the immediate family include the mother, father, mother-in-law or father-in-law, grandmother or grandfather and grandchildren of the employee or spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or a relative living in the immediate household of the employee.

9.4. Pregnancy Disability Leave

9.4.1. Members of the unit are entitled to sick leave upon request for required absences due to the inability to work caused by pregnancy, childbirth, or a related medical condition.

9.4.2. The length of such absence, including its beginning and ending dates shall be determined by the employee and her physician subject to the following conditions:

9.4.2.1. No later than sixty (60) days prior to the commencement of maternity leave, the member of the unit shall notify her Principal in writing and furnish a certificate from her physician indicating the expected date of the birth. The statement of the member and of the physician shall be on forms furnished by the District.

9.4.2.2. Within ten (10) days following a pregnancy, childbirth, or a related medical condition, the member shall notify her Principal in writing, and furnish a certificate from her physician indicating the date of expected return to duty. The statement of the member and the physician shall be on a form furnished by the District.

9.4.2.3. Disabilities caused or contributed to by pregnancy, childbirth, or a related medical condition are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.

9.4.3. Such leave shall not be used for child care or child rearing, but shall be limited to those disabilities as set forth above.

9.5. Jury Duty and Court Appearances

9.5.1. Leaves of absence to serve on a jury or to appear as a witness in court other than as a litigant shall be granted with no loss of pay provided the employee endorses the fee received to the District.

9.6. Personal Necessity Leaves

9.6.1. Each classified service employee may elect, in cases of personal necessity, to use up to ten (10) available personal illness or injury "sick leave" days as provided in Section 9.1 of this agreement. As used herein, the term "immediate family" shall include all persons named in section 9.3 of the agreement. As used herein, the term "personal necessity" shall refer to those situations where the employee's presence is urgently required, as opposed to situations where the particular matter could be taken care of outside of regular work hours.

9.6.2. The term "personal necessity" shall include the following situations:

9.6.2.1. Death of a member of an employee's immediate family when additional leave is required beyond the necessary leave the employee is entitled to pursuant to Section 9.3 of this agreement.

9.6.2.2. Death of brother-in-law or sister-in-law (not considered as part of "immediate family in Section 9.3.1.1).

9.6.2.3. Critical illness of a member of an employee's immediate family.

9.6.2.4. Accident involving the employee's person or property or the person or property of member of his/her immediate family.

9.6.2.5. Appearance in any court or before any administrative tribunal as a litigant.

9.6.2.6. Illness of a member of the immediate family who is sick and where in an emergency other arrangements cannot be made for care.

- 9.6.2.7. Other reasons which may be approved administratively and based on evidence that the employee acted in a prudent manner in attempting to avoid the necessity of being absent from work.
- 9.6.3. The manner of proof for an employee electing to use “sick leave” rights for personal emergency consists of the employee’s signature on the complete form with a statement of the facts and reasons for personal necessity, and the words “request for personal necessity leave.”
- 9.6.4. Before utilization of personal necessity leave, a unit member must obtain prior written approval of the District, except for cases covered in Sections 9.6.2.1 to 9.6.2.4. Should circumstances outlined in Sections 9.6.2.1 to 9.6.2.4 above arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

9.7. Personal Importance Leaves

- 9.7.1. Employees may use seven (7) of their ten (10) personal necessity days per year for reasons of personal importance. The employee shall not be required to reveal the reason for the leave. Advance notice of forty-eight (48) must be given, whenever possible. Permission is not required to use personal importance days, except during the first two weeks and/or the last two weeks of the regular academic school year.
- 9.7.2. No more than two (2) personal importance days may be used consecutively and may not be scheduled on the day immediately prior to or following a three-day weekend, unless approved by the immediate supervisor for extenuating circumstances.

9.8. Baby Bonding Leave

- 9.8.1. Employees may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act (CFRA) and the provisions of Education Code section 45196.1 for the birth of the employee’s child, or placement of a child with the employee in connection with adoption or foster care of the child.

- 9.8.2. All regular and accumulated sick leave will be applied toward the twelve (12) workweeks of Baby Bonding Leave until all leave is exhausted. Thereafter, the unit member may use differential leave for the balance of up to twelve (12) workweeks. Employees may elect not to use sick leave or differential leave for Baby Bonding Leave and the twelve (12) workweeks will be unpaid.
- 9.8.3. Baby Bonding Leave runs concurrently with parental leave under CFRA and FMLA. The total amount of parental leave taken shall not exceed twelve (12) workweeks in a twelve (12) month period.
- 9.8.4. The twelve (12) workweeks of Baby Bonding Leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care.
- 9.8.5. Employees may not receive more than one twelve (12) workweek period of Baby Bonding Leave within a twelve (12) month period.
- 9.8.6. Employees do not have to meet the 1,250 hours of paid service in the prior twelve (12) months with the District to be eligible for Baby Bonding Leave.

9.9. Leaves Without Pay

- 9.9.1. Leaves of absence without pay may be granted by the District Superintendent for a period of not more than one (1) month provided such leave does not seriously inconvenience the District.
- 9.9.2. Leaves of absence without pay for periods exceeding one (1) month may be granted only by the Board of Trustees and provided such leave does not seriously inconvenience the District.

9.10. Attendance Incentive: Any employee who has used two (2) or less days of the current year's sick leave earned in accordance with Article IX, only one (1) of such days may be a "Personal Importance" day as defined under section 9.7, shall qualify for an attendance incentive as follows:

- 9.10.1. Employees that use zero (0) days of sick leave shall be awarded two (2) additional days of sick leave.
- 9.10.2. Employees who use either one (1) or two (2) days of sick leave shall be awarded one (1) additional day of sick leave.

Additional days of sick leave awarded under this article shall be credited to the employee's sick leave balance by the end of September of the following school year.

9.11. Military Caregiver Leave

9.11.1. This section is intended to be interpreted in a manner consistent with 29 C.F.R. §2612. Eligible employees may take up to twenty-six (26) workweeks of FMLA leave in a single twelve (12) month period to care for covered service members with serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

9.11.2. The single twelve (12) month period for Military Caregiver Leave begins on the first day the employee takes leave and ends twelve (12) months later, regardless of any other method used to determine the employee's twelve (12) workweeks of leave entitlement for other FMLA qualifying reasons.

9.11.3. The twenty-six (26) workweek period runs concurrently with the twelve (12) workweeks of leave that may be taken for other FMLA qualifying reasons.

9.11.4. If both spouses work for the District and are eligible for leave under this policy, the spouses will be limited to a total of twenty-six (26) workweeks off between them when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, bonding Leave, and/or Family Care Leave.

10. ARTICLE X – LAYOFF AND REEMPLOYMENT

10.1. Reason for Layoff: Layoff shall occur only for a lack of work or lack of funds.

10.2. Notice of Layoff: If the District proposes a layoff, it shall submit a written notice to CSEA. The first meeting to negotiate the possible effects of the proposed layoff shall be held as soon as practicable following Board action to eliminate positions.

10.3. Notice of Reduction: If the District proposes a reduction in hours, it shall submit a written notice to CSEA and the parties shall meet to negotiate the decision to reduce hours and any related effects. The first meeting to negotiate the proposed reduction and any possible effects shall be held as soon as practicable.

- 10.4. Order of Layoff: Any layoff shall be affected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date of hire within the class plus higher classes.
- 10.5. Bumping Rights: An employee laid off from his/her present class may bump into any class in which the employee has seniority and has successfully passed the probationary period, considering his/her seniority in the lower class and any higher classes. An employee may not bump into a class from which he/she has been terminated or demoted.
- 10.6. Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this agreement.
- 10.7. Equal Seniority: If two or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of hire date in the District. If a tie still remains, seniority shall be determined by lottery with a CSEA representative present.
- 10.8. Re-employment Rights:
- 10.8.1. Employees who are laid off shall be placed on a re-employment list by the District and are eligible for re-employment to their classification, according to order of seniority, for thirty-nine (39) months and shall be re-employed in the reverse order of layoff.
- 10.8.2. In addition, laid off employees shall have the right to apply for any position within the District. If the laid off employee is fully qualified, the laid off employee shall be re-employed in preference to new applicants.
- 10.9. Voluntary Demotion or Voluntary Reduction in Assigned Time: Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class, as such positions become available in seniority order. The employee shall have re-employment rights for sixty-three (63) months.

- 10.10. Notification of Re-employment Opening: Any employee who is laid off and is subsequently eligible for re-employment shall be notified by the District of an opening. Notification may be by telephone if the District speaks directly to the affected employee, and a confirming letter sent if the position is declined. Otherwise, written notice shall be delivered in person or sent by certified mail to the last address given to the District by the employee, and a copy shall be sent to CSEA by the District which shall acquit the District of its notification responsibility.
- 10.11. Employee Notification to District: An employee shall notify the District of his/her intent to accept or refuse re-employment within two (2) working days of the phone call or receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) working days following receipt of the re-employment notice.
- 10.12. Improper Layoff: Any employee who is improperly laid off shall be re-employed as soon as practicable upon discovery of the error.
- 10.13. Seniority During Involuntary Unpaid Status: Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.
- 10.14. Vacancies: When there has been a layoff, vacancies within the class shall be filled in the following order: (1) Transfer; (2) Re-employment List; (3) Promotion; (4) Open Hiring.
- 10.15. Substitutes: Employees who are laid off shall be permitted, at the option of the employee, to serve as substitutes in classifications from which they were laid off, provided the laid off employee is qualified and notifies the District of his/her desire to be placed on the substitute list. The decision whether to hire a substitute remains with the District.
- 10.16. Retirement In Lieu of Layoff
- 10.16.1. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee

shall within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

10.16.2. The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with Section 10.7 of this article. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to lack of work or funds. If the employee is offered and accepts in writing an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

10.16.3. The District agrees that when an offer of re-employment is made to an eligible person retired under this article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by another person, and the retired person shall be allowed ten (10) working days to terminate his/her retired status.

10.16.4. An employee subject to this section who retires and is eligible for re-employment and who declines an offer of reemployment equal to that from which he/she was laid off shall be deemed to be permanently retired.

10.16.5. Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section.

10.17. Seniority Roster: The District shall maintain an updated seniority roster indicating employees' class, seniority in class, and hire date in District. Such rosters shall be available to CSEA within five (5) working days of such a request.

10.18. Nothing herein shall preclude a layoff for lack of funds without the notice required by Section 10.2 hereof, in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board.

11. ARTICLE XI – MANAGEMENT RIGHTS

11.1. It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers

or authority which the District had prior to the execution of this agreement are retained except as those rights, powers, and functions or authority which are specifically abridged or modified by this agreement, or by any supplement to this agreement arrived at by mutual agreement of the District and the Association.

12. ARTICLE XII – CONCERTED ACTIVITIES

- 12.1. It is agreed and understood that there will be no strike, work stoppage, slow down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interferences with the operations of the District by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.
- 12.2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 12.3. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 12.4. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges and services provided for in this agreement or in District policy from any employee and/or the Association.

13. ARTICLE XIII – SAVINGS CLAUSE

- 13.1. If, during the life of this agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render, invalidate, or restrain compliance with or enforcement of this agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such

invalidation of a part or any portion of this agreement shall not invalidate any remaining portions which shall continue in full force and effect.

14. ARTICLE XIV – SUPPORT OF AGREEMENT

14.1. The District and the Association agree that their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this agreement for its term and that negotiations will be conducted only at the negotiating table.

15. ARTICLE XV – EFFECT OF AGREEMENT

15.1. It is agreed and understood that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this agreement such practices and procedures are discretionary on the part of the District.

16. ARTICLE XVI – VACATION

16.1. Vacation: In accordance with Section 45197 of the Education Code, every regular classified employee shall be granted an annual vacation at the regular rate of pay earned at the time the vacation is commenced.

16.1.1. Full-time classified service employees employed on a 35-40 hour week, twelve (12) month basis shall be entitled to days of vacation according to the following schedule:

1. Vacation for a partial year of service rendered prior to June 30 in the initial year of employment shall be pro-rated with ten (10) working days as a base.
2. Ten (10) working days for the first full twelve (12) months/ 1 year of service following the partial year of service rendered prior to June 30 in the initial year.
3. Eleven (11) working days for 24 months/2 years of service.
4. Twelve (12) working days for 36 months/3 years of service.
5. Thirteen (13) working days for 48 months/4 years of service.
6. Fifteen (15) working days for 60 months/5 years of service.
7. Sixteen (16) working days for 84 months/7 years of service.

- 8. Seventeen (17) working days for 108 months/9 years of service.
 - 9. Eighteen (18) working days for 132 months/11 years of service.
 - 10. Nineteen (19) working days for 156 months/13 years of service.
 - 11. Twenty (20) working days for 180 months/15 years of service.
- 16.2. Part-time 12 Month Employees whose work is based on a twelve (12) month calendar, but whose work is less than 35 hours per week, will accrue a pro-rata share of the vacation time earned by full-time employees pursuant to 16.1.1 above. Part-time employees are expected to take vacation pursuant to 16.4 below.
- 16.3. Less Than Twelve (12) Month Employees: Irrespective of hours worked, employees working less than twelve (12) months in a year are entitled to vacation pay pursuant to Article 16.3.1 and the Vacation Factor formula stated below:

Years of Service	Vacation Factor	Years of Service	Vacation Factor
1	.03846	7	.06154
2	.04231	9	.06539
3	.04615	11	.06924
4	.05000	13	.07309
5	.05769	15	.07694

- 16.3.1. Part-time employees earned vacation will be computed monthly. Ten-month employees shall not normally be granted a vacation during the work year. Instead, accrued vacation for ten-month employees shall be paid out to the employee on a monthly basis. The vacation pay shall be a month in arrears.
- 16.4. Unused Vacation: Unused vacation days earned in one fiscal year shall be taken before the end of the following fiscal year, except:
- 16.4.1. A maximum of five (5) unused days may be carried forward to any succeeding year provided that the employee desiring this privilege shall secure written permission of his/her Principal or Supervisor and provided further that the employee has a definite objective in requesting the carrying forward of the five

(5) days, such as a trip requiring more vacation time than which would normally accrue in any one year; and

16.4.2. If the employee is not permitted to take his/her full vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.

16.4.3. Employees regularly assigned to work twelve (12) months may schedule their vacations during the spring or winter recesses or the summer break. Employees shall notify their immediate supervisor no later than May 1 of each year of their tentative summer vacation dates. The employee's immediate supervisor shall approve the request for vacation. When conflict in scheduling vacation days occurs because too many members are requesting to be absent at the same time, (1) the date of the request and (2) seniority will be used as a basis for approving vacations for those members that can be spared during that time period.

16.5. Earned Vacation: Earned vacation shall not become a vested right until completion of the initial six months of employment.

16.6. Separation From Service: Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

16.7. Date for Computing Eligible Days of Vacation: The date for computing eligible days of vacation shall be June 30. Employees may obtain information regarding their own vacation accrual at the District office on June 30.

17. ARTICLE XVII – HOLIDAYS

17.1. Holidays Designated: The District agrees to provide all employees in the bargaining unit with the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday (Observed the day after Easter)
4. President's Day

5. Friday during spring recess
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day following Thanksgiving
12. Christmas Day
13. New Year's Eve

- 17.2. Pay Status Required: All bargaining unit members shall be entitled to the paid holidays as listed, provided the unit members are in paid status during the work day immediately preceding, or the work day succeeding, the holiday. Bargaining unit members who are not normally assigned to duty during the holidays specified above shall be paid for those holidays provided they were in a paid status during the work day of their normal assignment immediately preceding, or succeeding, the holiday.
- 17.3. When a holiday herein listed occurs on a Sunday, the following work day not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed occurs on a Saturday, the preceding work day not a holiday shall be deemed to be the holiday in lieu of the day observed.
- 17.4. Declaration of a Holiday by President of Governor: All days appointed by the Governor or President for a public fast, thanksgiving, or holiday, which are also paid holidays for federal or state employees, shall be paid holidays for classified employees. In addition, all special or limited holidays on which the Governor provides that the schools shall be closed shall be paid holidays for classified employees if they are paid holidays for state employees.

18. ARTICLE XVIII – PROMOTIONS

- 18.1. Vacancy: A vacancy is an open position that the District wishes to fill and which has not yet been filled by a transfer or by an employee with re-employment rights under the Education Code.

- 18.2. Notice of all job vacancies in the classified service, including summer positions, shall be posted at the schools.
- 18.3. All bargaining unit members who hold minimum qualifications for a vacancy and who apply for a vacancy shall be granted an interview.
- 18.4. Within five (5) working days of completion of in-house interviews, the district office shall notify all unit member applicants whether or not they were selected for the position.
- 18.5. Unit members not selected for a vacant position shall be given the specific reason(s) in writing within ten (10) working days of their request for such reason(s).
- 18.6. Vacancies may be posted internally and externally simultaneously. External applicants shall be interviewed after internal candidates when no internal candidate is qualified or if no internal candidate applies.

19. ARTICLE XIX – CLASSIFICATION STUDY

- 19.1. Compile accurate list of current classifications and pay ranges.
- 19.2. Determine whether like classifications should be separate or merged.
- 19.3. Gather data on like positions in elementary districts in Monterey County.
 - Pay
 - Longevity
 - PERS paid or not paid
 - H&W contribution
 - Vacation
- 19.4. Prepare report for District and CSEA with above information and list of negotiable issues to be resolved.
- 19.5. Composition of Committee: Chair (Superintendent), 1 Administration, 2 CSEA (one a bargaining unit member of the district and one a CSEA Chapter officer).
- 19.6. Calendar/Timelines

20. ARTICLE XX – COMPLETION OF MEET AND NEGOTIATE

- 20.1. During the term of this agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to

meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, even though such subjects or matter were proposed and later withdrawn.