2019-2022 AGREEMENT

BETWEEN THE

EL MONTE UNION HIGH SCHOOL DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

EL MONTE UNION HIGH SCHOOL DISTRICT CHAPTER NO. 11

BOARD APPROVED OCTOBER 6, 2021

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AGREEMENT

The El Monte Union High School District (hereafter “District”) and the California School Employees Association and its El Monte Union High School District Chapter No. 11 (hereafter “CSEA” or “Association”) having met and negotiated in good faith pursuant to contractual re-openers hereby agree to amend their current collectively negotiated agreement as follows: “Wherever in this agreement the word ‘spouse’ is used the phrase “registered domestic partner’ shall be added whenever required by law.”
RECOGNITION

The El Monte Union High School District recognizes the California School Employees Association and its El Monte Union High School District Chapter No. 11 as the exclusive representative in the representation unit which is comprised of the following positions: All classified employees employed by the El Monte Union High School District in the following major job groupings: Food Services, Instructional Aides (Para-professional), Clerical, Secretarial, Operations and Maintenance including Custodial, Maintenance, Grounds, and Transportation; and excluding all other positions not enumerated above which includes, but is not limited to, Noon Duty Supervisors (by whatever name) when the job description does not authorize or require the performance of duties other than playground supervision of students for the purpose of providing certificated personnel with a duty-free luncheon period; supervisors as defined by the Rodda Act; and Management and Confidential employees; including but not limited to, the following:

1. Director of Fiscal Services
2. Director - Food Services
3. Director - Buildings, Grounds & Transportation
4. Director - Data Processing
5. Maintenance and Operations Coordinator
6. Account Clerk II - Food Services
7. Cafeteria Manager
8. Accountant Technician III
9. Secretary - Executive
10. Secretary – Administrative
11. Secretary - Principal
12. Personnel Technician
13. Office Clerk IV
14. Payroll Technician I, II
15. Print Shop Manager
16. Auditoriums Coordinator
17. Accounting Supervisor
18. Transportation Coordinator
The California School Employees Association and its El Monte Union High School District Chapter No. 11, agrees that the unit is appropriate.

The District agrees that if, during this Agreement, it creates any new classifications, it shall notify the Association of its action, in writing, describing the class(es) created, number of positions, and indicate whether the new class(es) are to be included in the bargaining unit or excluded therefrom.

Should there exist a dispute between the District and the Association as to the appropriateness of the created positions being included or excluded from the bargaining unit, the parties mutually agree to submit the dispute to the PERB for resolution.

Upon the addition of newly created positions to the bargaining unit, the District and Association shall meet and negotiate appropriate wage rates, upon request, as soon as is reasonably possible and by no later than two weeks after such positions have been created.

The Association recognizes the District’s participation in the West San Gabriel Valley’s take back of the Special Education Local Plan Area (SELPA) from Los Angeles County Office of Education (LACOE). All LACOE employees who accept a position from the (SELPA) program shall be recognized as CSEA, Chapter 11 unit members effective 2013-2014 school year.
ORGANIZATIONAL SECURITY

1. CSEA has the exclusive right to have employee organization membership dues deducted by the district for all bargaining unit members. The District shall deduct CSEA dues from the wages of all bargaining unit members who have submitted payroll deduction authorization forms. Such authorizations shall remain in effect until the member has notified CSEA and subsequently CSEA has notified the District. If the District receives a request to cancel membership, they shall direct the individual to contact CSEA. The District shall rely on information provided by the California School Employees Association regarding whether dues deductions are maintained or cancelled.

2. The District shall, without charge, pay to CSEA within fifteen (15) workdays of the deduction all sums so deducted.

3. CSEA will have the needed time to present at all new Employee orientations. The District and CSEA will create a joint letter that will be provided to all new hires and anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US _ (2018), expressing the District’s desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District’s duty to bargain effects of Janus decision.

4. The District shall not interfere with the terms of any agreement between CSEA and the District’s employee with regard to that employee’s membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

Dues Deduction:

1. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
Membership Information:

1. The District shall take all reasonable steps to safeguard the privacy of CSEA members’ personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless legally required or if there is a court decision directing public agencies to release this information.

3. The District shall use its best efforts to filter out outsiders’ emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

Hold Harmless Provision:

1. CSEA shall defend and indemnify District for any claims arising from its compliance with this article 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 has the exclusive right to determine how to proceed.
- NON-DISCRIMINATION

Neither the District nor CSEA shall discriminate against employees on the basis of race, color, religion, sex or national origin, nor on the basis of employees participating in lawful employee organization activities or refraining from participating in employee organization activities.
PROFESSIONAL BEHAVIOR AND EQUITABLE TREATMENT

It is understood that we are all professionals and there shall be a high level of mutual respect, integrity, and ethics by and among all employees of the El Monte Union High School District.
ASSOCIATION RIGHTS

Subject to reasonable rules and regulations, CSEA shall have the right to use school buildings and facilities for CSEA activities only outside established work time except: (a) when an authorized CSEA representative secures advance permission from the Superintendent or his designee for use of school facilities within established work hours; (b) when CSEA activities do not interfere with the school program or duties of unit members; (c) when CSEA activities do not interfere with the right of employees to refrain from listening to or speaking with CSEA representatives.

CSEA shall have the right to post notices with an appropriate CSEA identification, regarding activities and matters of CSEA concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. CSEA may use the District mail service and employee mailboxes for communications to unit members. Copies of all CSEA material posted or distributed shall be mailed to the Superintendent at the time the information is posted and/or distributed.

Authorized representatives of CSEA shall be permitted to transact official CSEA business on school property only when it does not interfere with the school program or duties of unit members.

CSEA agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by CSEA activities.

CSEA will not post or distribute information which it knows to be, or has reason to believe is false or defamatory. Such postings shall be subject to immediate removal by the District.

CSEA shall receive two (2) copies of all Board agenda/Board minutes; and any other public information upon request; for this latter material, the District may require CSEA to pay for actual copying costs if such costs are traditionally imposed upon other requesting employees.

The District shall grant release time for up to four (4) unit members to attend the Annual CSEA Conference; expenses for it are to be borne by CSEA and/or the employees.

The Chapter President and/or his/her designee shall have up to, but no more than, fifteen (15) days of release time with pay during the school year for purposes of attending to internal CSEA business. The Association agrees to notify Human Resources in writing no less than forty-eight (48) hours before the date of intended use of said release time.

Up to five (5) CSEA Chapter 11 bargaining unit representatives shall be granted reasonable release time without loss of compensation for negotiations with the District on behalf of the CSEA.
The District shall grant one (1) employee from each site who is required to work the evening shift up to three (3) hours of release time per month for the limited purpose of attending the CSEA Chapter meeting or the EMUHSD Board of Education meeting.

For chapter meetings called for the purpose of ratifying agreements with the District, the District shall allow employees from each site who are required to work, up to two (2) hours to attend such meetings, provided that such release does not create a hardship for the District, the work affected nor for the particular site or department.

During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with new employees for thirty (30) minutes during normal working hours for the purpose of orientating new employees about the Contract and Union. The District shall conduct up to four (4) orientation meetings per semester for new employees. The District shall submit a new employee orientation calendar to CSEA by August 30.

Upon initial hire, the District will provide the Association information on the work location and site contact information for each employee.
DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.

Included in but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; contract out work; determine the number and kinds of personnel required, maintain the efficiency of the District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire; epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of Article 23, entitled “Grievance/Arbitration Procedure.”

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

During negotiations for this Agreement the “contracting out” language of the District rights clause was discussed, the parties exchanged proposals and the parties have agreed that the presence of such language is an unequivocal grant to the District of the right to contract for services in compliance with California Education Code section 45103.1.
SICK LEAVE

Full-time unit members employed on a regular basis shall be entitled to one day’s leave of absence for illness or injury for each month of employment, not to exceed twelve (12) days per year.

Eligible unit members employed less than full-time shall have pro-rated sick leave.

Unused sick leave shall accumulate from year to year.

The District may require verification of illness if an employee has been on sick leave for more than three (3) consecutive days. After any absence due to illness or injury, the employee shall submit a completed and signed District absence form to his/her immediate supervisor.

For employees returning from sick leave, District management may also require verification of fitness for duty through an examination by a doctor appointed by the District and at District expense. If there is a conflict between the employee’s doctor’s report and the District’s doctor’s report, the employee (or his/her representative) and District shall select a third doctor to provide a binding opinion. The District will cover the cost of the examination to the extent such cost is not covered by insurance.

Credit for illness and injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than three (3) days or the proportionate amount to which he may be entitled, until the first day of the calendar month, after completion of three (3) months of service with the District. In the event an employee terminates prior to accruing already used leave, the District shall be entitled to deduct the un-accrued, but paid for, leave from the employee’s paycheck.

Unit members who have exhausted their accumulative sick leave shall be paid one-half (1/2) their base salary for the next subsequent one hundred (100) days of absence due to illness or injury. This provision applies only to long-term illness and is not to be interpreted as providing for occasional day-to-day illnesses.

An employee exercising this leave of absence provision shall notify the District of his/her need to be absent from duty as soon as known. The notification described herein shall also include an estimate of the expected duration of the absence.

An employee becoming aware of the need for absence due to surgery or other predictable or priority scheduled cause shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician’s statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

Unit members shall be given credit for all unused leave of absence for illness or injury accrued while serving in another California school district. Such unused leave of absence for illness or injury will be credited
only upon receipt of official notice from the California school district of prior employment. Such credit for
unused leave of absence for illness or injury will be given only to employees employed by a California school
district in the year immediately preceding acceptance of employment in the El Monte Union High School District.

When a unit member terminates employment with the District and accepts employment with another
California school district, in the succeeding year, a record of the unused leave of absence for illness or injury
shall be computed and forwarded to the new district of employment upon request.
ARTICLE 7A – CATASTROPHIC LEAVE PROGRAM

1. Definition
   a. “Catastrophic illness or injury” shall be defined as any physical injury or physical illness, which has caused an employee to be incapacitated from the performance of duty as an employee of the District and which, per competent medical evidence, is terminal or life threatening. Illness or injury, which qualifies for Workers’ Compensation, is specifically excluded from the provisions of this article.
   b. “Eligible leave credits” means accrued vacation leave. Eligible leave credits may be donated to an eligible employee who has permanent employment status, for catastrophic illness or injury if all the following requirements are met:
      i. The employee suffering from catastrophic illness or injury requests a donation of eligible leave credits and verifies catastrophic injury or illness with medical documentation as required by the District;
      ii. The District determines that the employee is incapacitated from work by the catastrophic illness or injury as required by the District;
      iii. The employee has exhausted all accrued paid leave; and
      iv. The unit member has made the minimum donation to the Catastrophic Leave Bank as required under Section 2(a).

   a. “Duty day(s)” is defined as the employee’s regular daily assignment.
   b. “Eligible employee” means any unit member with permanent status.

2. Donations to the Bank

   Eligible leave credits may be donated to the Catastrophic Leave Bank subject to the conditions and restrictions outlined below:

   a. Participation in the Catastrophic Leave Bank is voluntary. Any eligible employee who is on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) duty day.
   Employees who join the Catastrophic Leave Bank have a waiting period of sixty (60) duty days after joining the Bank (by making a deposit) before becoming eligible to withdraw from the Bank.
b. Donors may deposit up to a maximum of three (3) duty days, not to exceed a total of twenty-four (24) hours, in any one fiscal year. Under no circumstances may a donor contribute days to the Bank if in doing so the donor’s own number of accumulated leave days falls below twenty (20) at the time of donation.

c. Deposits into the Catastrophic Leave Bank are irrevocable and such deposits shall be coordinated by the Catastrophic Leave Bank Committee (CLBC). Donations may be made during the months of September and October. The CLBC may request deposits into the Catastrophic Leave Bank at other times during the year if the total number of days in the Catastrophic Leave Bank falls below 240 hours. Deposits to the Bank are general donations and shall not be donated to a specified individual for his/her exclusive use.

3. Catastrophic Leave Bank Committee

The Association President shall convene the Catastrophic Leave Bank Committee (CLBC) as soon as possible after ratification. The CLBC shall establish meetings and other necessary means for effectively responding to employee requests.

a. The CLBC shall consist of the Association President, two (2) other unit members appointed by the President of the Association with approval of the Executive Board, the Assistant Superintendent for Personnel and two (2) employees appointed by the District. The Association President will serve as the CLBC’s chairperson and primary spokesperson, convene and preside over its meetings.

b. The CLBC shall be responsible for approving or denying a request in total or in part and communicating its decision, in writing, to the requester(s) and the Business Office within ten (10) days following receipt of the request.

c. The CLBC, in reviewing requests, shall consider the number of days requested, the number of individuals requesting withdrawals, the status of credits in the Bank and necessary records and information.

d. All records and information submitted to or obtained by CLBC related to an employee’s health, finance, or employment status shall be deemed confidential and may not be discussed by a Committee member outside of formal meetings.
e. All CLBC decisions are final and shall not be subject to appeal or to the
grievance/arbitration provisions of the agreement. A tie vote constitutes a denial.

f. If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the
Bank, if any, shall be returned to that fiscal year’s donors proportionately, but not to exceed the donor’s actual
contribution. Any hours still remaining will be returned proportionately to donors from previous years, but not
to exceed the donor’s individual contribution. Donors who are no longer employed by the District will not be
eligible for such distribution. If, following such distribution, there are undistributed hours remaining, such hours
will be deemed to have been used and no longer available for use.

4. Withdrawals from the Bank

Use of hours from the Catastrophic Leave Bank shall be available only to eligible employees who have
made the minimum annual deposit as indicated in Section 2(a) during the current contract year.

a. The withdrawal request must be submitted in writing to the CLBC Chairperson, with a
copy to the District Business Office, and must include the following information:

i. Medical verification of catastrophic illness or injury; and

ii. The specific number of days being requested.

b. Catastrophic sick leave shall not begin until the statutory period for extended or
differential sick leave benefits has been exhausted. Upon approval of the withdrawal by CLBC, the employee
shall continue to receive 50% salary payment subject to the limitations of this article.

c. If the employee does not utilize the full amount of days allowed him or her by CLBC, the
unused amount shall be returned to the Bank.

d. The rate of pay at which duty days are donated is irrelevant to the rate of pay at which
duty days are withdrawn.

e. The Business Office shall verify that the requesting employee has exhausted all paid
leave credits (or, if applicable, the date when such will occur).

f. The CLBC will approve withdrawals in units not to exceed (i) ten (10) days at full pay or
(ii) twenty (20) days at half pay. Participants may request extensions; however, the maximum withdrawal for an
individual in any one fiscal year shall not exceed thirty (30) days at full pay or sixty (60) days at half pay. In no
event will a recipient be eligible for more than three consecutive calendar months of leave donated from the
Bank.

g. The Bank shall not permit aggregate withdrawal in excess of 1540 hours in any one fiscal
year.

h. Nothing herein diminishes the District’s discretion to deny “leave status” to an
employee who is on Catastrophic Sick Leave or may be eligible for Catastrophic Sick Leave.

i. Receipt of donated leave credit as defined herein, when combined with other District
income, shall not provide the recipient with greater monthly District income/fringe benefit contribution than
he/she received prior to the receipt of catastrophic sick leave.

j. As a condition of eligibility for receipt of Catastrophic leave credits from the Bank,
during the period of such receipt, voluntary deductions for TSA, United Way, etc., will not be allowed.

k. Participation in the Catastrophic Leave Program by both donors and recipients is
completely voluntary. In order to participate in the Program, the employee must waive any and all claims
against the District, the Association and the CLBC arising from the administration of the Catastrophic Leave
Program by signing a waiver and release reading substantially as follows:

As a requirement of, and in consideration of my eligibility to participate in the
Catastrophic Leave Program created by Article 5A of the collectively negotiated
agreement between CSEA and the District, I, ______________________ (name) _______
_____, hereby knowingly and voluntarily waive, release and relinquish on
behalf of myself, my heirs, agents and assigns any and all claims I may now or in
the future have or claim to have, whether known or unknown, against the El
Monte Union High School District, the California School Employees Association
and the Catastrophic Leave Bank Committee (CLBC) arising out of or in any way
connected with the establishment and/or administration of the Catastrophic
Leave Program.

5. Family Medical Leave Act
Leave granted under the Family Medical Leave Act of 1993 shall run concurrently with all other accrued
paid leave, including leave granted under this Article.
PERSONAL NECESSITY LEAVE

Unit members may elect to use sick leave up to seven (7) days per year for the following reasons of personal necessity:

a. The death of a member of the employee’s immediate family when the number of days of absence exceeds the limit provided in the bereavement policy. “Member of the employee’s immediate family” as used in this policy, means the mother; father, grandmother, or grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, grandchild, or any relative living in the immediate household of the employee.

b. An accident involving the employee’s person, not otherwise chargeable to the illness or injury leave, or to an industrial injury or industrial illness leave. Such accident must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, and (c) require the attention of the employee during his assigned hours of service.

c. An accident involving the employee’s property or the person or property of a member of the employee’s immediate family. “Member of the employee’s immediate family” is defined in (a) above. Such accident must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, and (c) require the attention of the employee during his assigned hours of service.

d. An appearance of the employee in court as litigant or as a witness under an official order. The employee must return to work in cases where it is not necessary for him to be absent the entire day.

e. An illness of a member of the employee’s immediate family as defined in “a” above, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his assigned hours of service.

f. The birth or adoption of a male or female employee’s child.

g. Imminent danger to the home of an employee occasioned by a factor such as a flood or fire, serious in nature, which, under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his assigned hours of service.

The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:
(a) The total number of days in one school year for such leave or leaves shall not exceed seven (7) days.

(b) The days allowed shall be deducted from and may not exceed the number of full paydays of illness or injury leave to which the employee is entitled.

(c) The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

(d) Payment for such absence shall be made only upon certification by the employee’s administrator that the absence was due to a situation designated as a personal necessity within the meaning of this section. The employee shall be required to sign on a form provided, a statement that such absence was due to a personal necessity and indicate the nature of such necessity. Such form shall be approved for payment by the proper administrator and shall be filed with the accounting department. The administrator shall take whatever steps are necessary to satisfy himself that a personal necessity within the limits of this rule did exist.

Two (2) days of personal necessity leave, of the (7) days allowable, may be utilized by the unit member for personal necessity at his/her discretion upon the following conditions:

1. Such leaves may not be used for extending a holiday or vacation or for withholding services from the District;

2. Such days are charged to accumulated sick leave;

3. Administration retains the right to refuse the unit member’s request on a certain day if, in the opinion of the administrator, too many unit members have requested the same day;

4. The unit member shall not be required to give reasons for the use of these two (2) days;

5. Application for such leave must be submitted at least two (2) working days in advance;

6. The leave must be utilized for a matter of personal necessity; and

7. These provisions shall automatically expire October 13, 1998 if the District establishes that there has been a substantial increase in personal necessity leave.
BEREAVEMENT LEAVE

Eligible unit members shall be allowed a leave of absence for bereavement of up to five (5) days of full pay when a death occurs in the member’s immediate family as defined below. Employees who must travel more than 350 miles one way or are responsible for planning the funeral/service(s) shall be allowed up to an additional two (2) days of paid leave. Upon request by the administrative chain-of-command, the unit member shall submit proof of travel and planning.

Members of the Immediate family are defined as: Mother, father, grandmother, grandfather, or grandchild of the member or of the spouse/registered domestic partner of the member, spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, grandchild, foster parent, foster child, legal guardian, brother-in-law, sister-in-law of the member, step-parents, step children, step-siblings; or any relative living in the immediate household of the member.
PREGNANCY DISABILITY LEAVE

Unit members shall be entitled to use sick leave as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for childcare, child rearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

The duration of such pregnancy disability leave, including the date on which the leave shall commence and the date on which the employee’s duties are to be resumed, shall be determined by the employee and the employee’s physician, not to exceed four (4) months, or eighty-eight (88) work days if employed full-time, and is subject to the following conditions: a pregnant employee may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor’s certificate. The District may require verification of the disability.

Whenever the District determines that it may be appropriate to require additional verification of the extent of any of the disabilities referred to above, said verification shall be achieved through one of the following two methods - the option to be exercised by the affected employee; in the event the employee does not exercise an option upon request, the District may proceed with procedure A below:

A. District management may require a verification of the extent of disability through a physical examination of an employee by a physician appointed by the District, at District expense; or

B. An additional medical examination shall be conducted by the employee’s physician at District expense. In the event the employee chooses to exercise this option, the employee’s physician’s verification shall be on a form provided by the District.

Unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or, recovery therefrom, when all current, accumulated, and differential sick leave has been exhausted.

This leave policy shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries, or disabilities.

An employee returning from temporary disability due to pregnancy shall be able to return to the position she left or a comparable position provided she return immediately upon release by her attending physician. The statement of release shall be made on a District provided form.
Leave taken under this section shall run concurrently with leave available under the FMLA, excluding leave available under the CFRA.
INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The District shall grant industrial accident or illness leave of absence to unit members, as described below:

Effective July 1, 1987 unit members shall be eligible for industrial accident leave at the beginning of the second month following satisfactory completion of their probationary period.

1. Allowed leave will be for sixty (60) working days for any one accident or illness during any one fiscal year.

2. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

3. Leave is not cumulative.

4. Leave begins on the first day of absence.

5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Workers’ Compensation.

6. The employee will endorse to the District the temporary disability indemnity checks and the District will issue to the employee his regular salary warrant with the usual deductions for retirement and other authorized deductions.

   This does not constitute a call against the employee’s accumulated sick leave.

7. During this period of temporary disability (after the 60-day leave period has expired), as long as the employee has available for his use sick leave, vacation, compensating time off, the District shall require that the temporary disability check be endorsed payable to the District. The District shall then cause the employee to receive his normal wage. When such leave, vacation, compensating time off or other applicable paid leave is used in conjunction with temporary disability benefits derived from Workers’ Compensation, it shall be reduced only by that amount necessary to provide a full day’s wages or salary when added to the temporary disability benefits.

8. The employee must remain in California while receiving benefits unless authorized by the Governing Board to travel outside the state.
9. When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his position, he shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available during the 39-month period, he shall be employed in a vacant position in the class of his 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 shall be listed in accordance with appropriate seniority regulations. 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.

At the time the employee is placed upon the thirty-nine (39) month re-employment list he or she shall schedule an appointment with the District Personnel Office at which time the District will inform the employee of his/her options including the option of applying for retirement on a disability basis.
ARTICLE 11 A – FAMILY CARE AND MEDICAL LEAVE

Eligible unit members may be granted Family Care and Medical Leave pursuant to applicable law and regulations as follows:

1. **Eligible Employee** means a full or part-time employee with at least 12 months service with the District who has actually worked for the District at least 1,250 hours during the 12-month period immediately preceding date leave hereunder is to begin.

2. **Circumstances Warranting Family Care and Medical Leave**
   Such leave shall apply in the following circumstances:
   a. Birth, and care of the unit member’s child plus adoption or foster placement of a child with the unit member;
   b. The unit member’s serious health condition; and
   c. To care for child, parent or spouse suffering from a serious health condition;

3. **Duration and Parameters of Leave**
   a. Such leave shall not exceed 12 workweeks in a 12-month period measured from the first day of such leave. If the District employs both parents, their aggregate leave for birth, adoption or foster care placement shall not exceed 12 workweeks in a 12 month period.
   b. Such leave may be taken intermittently in increments of at least one hour. Where the District and employee have agreed to a reduced work schedule to comply with a request for leave hereunder, the District may temporarily transfer the employee to a position better suited to a reduced hour schedule. Such position must either provide the same wage rate or the eligible employee will be Y-rated for the time period of the reduced hour schedule.
   c. Unit members shall first use sick leave, vacation and other applicable paid leaves before being eligible for leave hereunder. Family Care and Medical Leave shall run concurrently with such paid leaves.
   d. Family Care and Medical Leave shall be unpaid; the District shall continue during the period of such leave to provide group health benefits by contributing the same premium amounts under the same conditions as would prevail if the employee had continued working. This obligation applies for the duration of the leave, not to exceed 12 workweeks in a 12-month period. Failure of the unit member to return
to work at the conclusion of Family Care and Medical Leave may result in the unit member’s being required to reimburse the District for the cost of group health insurance incurred during the leave.

e. The unit member’s right to pregnancy disability leave under applicable law is separate and distinct from the rights outlined in this Article.

4. Reinstatement Following Leave

a. The unit member shall retain employee status during the period of such leave; the employee’s absence under such leave shall not constitute a break in service.

b. Upon conclusion of the leave, if the employee is able to resume his/her employment, he/she shall be reinstated to the same or comparable position as held prior to commencing such leave. This guarantee of reinstatement may not apply where for legitimate business reasons, unrelated to the taking of leave, the employee’s position has been eliminated, provided the employee is placed in the same layoff and recall status as he/she would have been if working at the time of layoff. Nothing herein precludes the District from dismissing the employee for cause (if permanent) or for valid reasons (if permanent) or for valid reasons (if probationary).

5. Procedural Requirements/Notice

a. The employee’s written request for leave shall include, at a minimum, the following information:

i. Date leave will commence;

ii. Pattern of leave, if intermittent;

iii. Anticipated return date if known or if reasonable estimate can be provided;

iv. Appropriate medical certification if requested or required. The District may require certification of the serious medical condition of a family member, including a health care provider’s certification that the unit member is needed to care for the family member.

b. The unit member shall notify the District in writing of his/her need for leave sufficiently in advance so that the District may plan for the employee’s absence. Such advance notice shall be excused where emergency or exigent circumstances make the providing of advance notice impractical.
c. The employee shall provide thirty (30) days advance written notice if the need for such
leave is foreseeable based upon an expected birth, placement for adoption or foster care, or planned medical
treatment for a serious health condition of the employee or a family member.

6. Definitions
The definitions contained herein are limited to this Article and shall not apply to any other Articles under
this Agreement.

a. **Child** means biological, adopted, or foster son or daughter, stepson or stepdaughter,
legal ward, or child of employee who stands in loco parentis to that child, provided the child is either under 18
years of age or an adult dependent child. Adult Dependent Child is 18 years of age or older and who is incapable
of self-care because of a mental or physical disability.

b. **Parent** means biological, foster or adoptive parent, stepparent, legal guardian, or other
person who stood in loco parentis to the employee when he/she was a child.

c. **Spouse** is defined in California Family Code Section 300.

d. **Serious health condition** means an illness, injury, impairment, or physical or mental
condition of the employee, child, parent or spouse of the employee which involves either inpatient care in a
hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health
care provider requiring absence from work school or other regular daily activities of more than three (3)
calendar days.

e. **Health Care Provider** means an individual holding a physician’s and surgeon’s certificate
issued pursuant to the California Business and Professions Code or an osteopathic physician’s and surgeon’s
certificate issued pursuant to California Business and Professions Code or any other individual duly licensed as a
physician, surgeon, or osteopathic physician or surgeon in another state or country who directly treats or
supervises the treatment of the serious health condition. Also included are duly licensed clinical psychologists.
Also included is a Christian Science practitioner listed with the First Church of Christ Scientist in Boston,
Massachusetts.

f. **Active duty** means duty under a call or order to active duty under a provision of law
referred to in section 101(a)(13)(B) of Title 10, United States Code.
g. **Covered service member** means a member of the armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

h. **Outpatient status**, with respect to a covered service member, means the status of a member of the Armed Forces assigned to—

(A) a military medical treatment facility as an outpatient; or

(B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

i. **Next of Kin**, used with respect to an individual, means the nearest blood relative of that individual.

j. **Serious injury or illness**, in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

7. **Service Member Family Leave**

   a. An eligible unit member who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member with a serious injury or illness; such leave may be taken on an intermittent basis under the same terms and conditions as provided for in this Article. The leave described in this paragraph shall only be available during a single 12-month period.

   b. Combined leave total: During the single 12-month period described in paragraph (a) above, an eligible unit member shall be entitled to a combined total of 26 workweeks of leave under paragraphs (2) and (7). Nothing in this paragraph shall be construed to limit the availability of leave under paragraph (2) during any other 12-month period.

   c. Certification related to active duty or call to active duty: A request for service member family leave shall be supported by a certification issued at such time and in such manner as prescribed by the
applicable Code of Federal Regulations; the unit member shall provide, in a timely manner, a copy of such certification.

d. Service member family leave shall be unpaid; however, an eligible unit member may elect, or the District may require the unit member, to substitute any of the accrued paid vacation leave, personal leave, family leave, or medical or sick leave of the unit member for any part of the 26-week period except that the District shall not be required to provide paid sick leave or paid medical leave in any situation in which the employer would not normally provide any such paid leave.
PARENTAL LEAVE

Leave without pay or other benefits may be granted to a unit member for preparation for childbearing and for childrearing.

This leave shall apply to adoption as well as natural childbirth.

The unit member shall request such leave as soon as practicable, but under no circumstance less than twenty (20) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave. Written rationale for a denial shall be given to the unit member.

The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

There shall not be a diminution of employment status for taking a parental leave except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff purposes.

The unit member is not entitled to the use of any accrued sick leave or other paid leave while on childbearing preparation leave or leave for childrearing.
LEGAL COMMITMENTS AND JURY DUTY

Unit members called for jury duty, or subpoenaed to appear in court, in any case other than one in which the employee is a litigant, shall be granted a leave of absence with pay. During this period, the employee shall be paid the amount of the difference between his earnings and the amount received as a jury fee. A statement of the amount paid the employee as a jury fee shall be submitted as a basis for determining the District financial responsibility.

Unit members serving jury duty on a regular scheduled workday shall be excused from work with pay for the unit member’s entire shift if the actual time or jury duty service equals or exceeds the hours in the unit member’s regular shift.

Not more than 2% of the staff shall be granted such leave with pay at any one time.

Nothing in this section shall preclude or prevent District or site level supervision from encouraging an employee or employees to postpone jury duty under appropriate circumstances. Unit members are to submit the subpoena or call for jury duty to site administrator as soon as possible after receipt.
MILITARY LEAVE

Military leave shall be granted unit members pursuant to applicable State and/or Federal laws.
GENERAL LEAVE OF ABSENCE

Up to one year’s leave of absence may be granted a unit member who submits a written request to the Board. A leave of absence shall be taken without pay, and the year shall not be counted toward advancement on the salary schedule. Following the leave, the unit member shall be assigned the same position held at the time the leave commenced; or, if that position is no longer in existence, to a substantially equivalent position.

While on leave, the unit member shall have the option to remain an active participant in the District fringe benefit programs by contributing thereto the total necessary premiums each month.

This leave is available for matters serious in nature to which the unit member must attend and is not available for less than three (3) school months.

The Board, in its discretion may grant shorter unpaid leaves, subject to the conditions herein, when the Board determines, in its discretion that such leave is appropriate. The granting or denying of leave under this paragraph shall be without prejudice and is specifically excluded from the operation of Article 23, “Grievance Procedure.”
MISCELLANEOUS (LEAVES)

Misuse and/or abuse of leave shall result in a pay deduction equal to scheduled compensation for the actual misused time.

The manner and means of verifying absences shall be within the sole discretion of the District and the Association specifically and knowingly waives its rights to meet and negotiate concerning regulations administering leaves contained herein during the term of this Agreement.

A position remains in existence even if temporarily occupied by a short term or substitute employee hired to fill the position while the absent unit member is on leave.
HOLIDAYS

A. During the term of this Agreement the District will observe the following paid holidays for eligible unit members:

- New Year’s Day
- Martin Luther King Jr. Birthday
- Lincoln Day
- Washington Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day (Floating Holiday)
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day

B. When the holiday falls on a Saturday, the preceding Friday shall be the paid holiday. When a holiday falls on a Sunday, the following Monday shall be the paid holiday.

C. In order to be eligible for holiday pay an employee must be in paid status for either the full working day preceding or the full working day following the holiday.

D. One additional holiday (for a total of two) designated as a “Floating Holiday” shall be granted each classified employee in the bargaining unit to be scheduled by mutual agreement between employee and District management.

E. The Friday of spring recess shall be a paid holiday for Maintenance and Operations personnel; the work schedule for clerical personnel that week shall be on a Monday through Thursday basis.
1. Full time unit members shall be eligible for vacations, subject to the provisions below, as follows:

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Number of Vacation Days Earned Per Month Worked</th>
<th>Total Number of Vacation Days Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9 mos</td>
<td>10 mos</td>
</tr>
<tr>
<td>1 through 5</td>
<td>1</td>
<td>9</td>
</tr>
<tr>
<td>6 through 12</td>
<td>1-1/4</td>
<td>11-1/4</td>
</tr>
<tr>
<td>13 through 17</td>
<td>1-1/2</td>
<td>13-1/2</td>
</tr>
<tr>
<td>18 or more</td>
<td>1-2/3</td>
<td>15</td>
</tr>
</tbody>
</table>

2. The above provisions shall apply only to unit members who have satisfactorily completed the first three months of probationary employment in the District and have been recommended for further probationary employment.

3. Vacations shall be scheduled only with the approval of the employee’s immediate supervisor. Unit members shall either schedule vacation or be scheduled for vacation by the District. Notwithstanding the foregoing, the District reserves the right to schedule unit members for vacation on staff development (Senate Bill No. 1 882) days. Nothing herein detracts from the District’s right to approve or disapprove scheduling of vacation.

4. Vacations shall not be deemed to have been vested until completion by the employee of his/her first six months of employment.

5. If an employee is terminated and has taken vacation, which has not yet been earned at the time of termination the District shall be entitled to deduct from the employee’s final check the full amount of salary, which was paid for such unearned days of vacation actually taken.

6. Upon separation from employment with the District, the employee shall be entitled to payment for all earned and unused vacation, except that employees who have not completed six (6) months of employment shall not be entitled to such compensation.
7. If the unit member is not permitted to take his/her full annual vacation by June 30 following the year in which the vacation was earned, the amount not taken may accumulate for use in the next year or be paid for in cash at the rate earned at the sole discretion and option of the District. No accumulation beyond one year shall be allowed.

8. PART-TIME EMPLOYEES: Part-time unit members are those that work less than the regular workweek as defined in Article 19. Part-time unit members will accrue vacation time at 0.05 hours of vacation for each hour of paid status, not including overtime. Part-time unit members shall accrue their vacation days based on the years of service outlined in Article 18.1.
HOURS AND OVERTIME

1. WORK DAY: The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee shall be notified of the minimum number of hours applicable to his/her regular assignment.

2. WORK WEEK: The regular workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article does not restrict the extending of the regular workday or workweek on an overtime basis.

   2.1 Upon initial and any changes in employment with the District a unit member shall be given written notice of his/her regular and normal hours of work, rate of pay, and assignment.

3. OVERTIME: Overtime shall be defined as assigned and authorized work beyond an employee’s assigned work hours in excess of forty (40) in any one workweek and in excess of eight (8) in any one workday. In order to compute the number of hours worked for overtime purposes, hours worked shall include all time actually worked and time during which the employee is excused from work due to holidays, vacations, compensation time, and any other paid leaves of absence outlined in the collective bargaining agreement.

   Authorized and assigned overtime hours shall be compensated at one and one half (1.5) times the employee’s regular hourly rate; or, upon mutual agreement between the District and the employee, shall be compensated in compensatory time off at one and one half (1.5) times per hour of overtime worked. Employees shall not be required to accept overtime assignments but shall not unreasonably refuse overtime assignments in emergency situations. In the event an employee is to receive compensatory time off, the scheduling of such time off must be approved by appropriate District management. Under normal circumstances, District management and the employee will schedule compensatory time as soon as practicable following the date on which it is earned.

   Compensatory time off must be taken within one (1) year from the date earned and may not be accumulated from year to year. If an employee is not allowed to take his compensatory time by the end of the year, he shall be paid therefore at the rate such time was earned.

   All hours actually assigned and worked on a sixth and/or seventh consecutive day following a five-day workweek shall be compensated for at the applicable overtime rate either in wages or compensatory time.
All hours actually assigned and worked on a holiday as designated by this Agreement shall be compensated at two and one-half (2.5) times the employee’s regular hourly rate either in wages or compensatory time.

4. **LUNCH PERIODS:** Unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily uninterrupted lunch period of not less than one half (1/2) hour and not more than one (1) hour during the day. Full time employees who are scheduled for a one (1) hour lunch remain responsible for the same number of actual working hours as full time employees scheduled for a one-half (1/2) hour lunch. District management shall make every effort to avoid assigning work during the lunch break. Timing of the lunch break shall be within the discretion of District management, but with due regard for current working conditions and commonly accepted hours of lunch. An employee required to work through lunch shall be entitled to either a rescheduled lunch period, early departure or late arrival, to be determined by mutual agreement of the employee and employee’s supervisor to make up for the lost lunch period.

5. **REST PERIODS:** Employees regularly scheduled to work six (6) to eight (8) hours per day shall be entitled to a twenty (20) minute rest period during the first half of their workday and to a twenty (20) minute rest period during the second half of their work day. Employees regularly scheduled to work four (4) or more hours daily, but less than six (6), shall be entitled to one twenty (20) minute rest period during their workday. District management shall determine the appropriate time for allowing such rest break. District management may, under extenuating circumstances, require an employee to work through his/her rest break. An employee required to work through his/her rest break shall be entitled to a re-scheduled break as soon as practicable following the originally scheduled rest period.

6. **SHIFT DIFERENTIAL:** Work regularly assigned and performed between 5:00 p.m. and 6:00 a.m. shall be compensated for an additional twenty-five cents (25 cents) per hour above the employee’s regular hourly rate. This provision shall not apply to employees working overtime. Shift differential shall not be considered part of the employee’s base rate for purposes of general wage increase or promotion. Effective July 1, 2001, the District receptionist shall receive an additional 50 cents per hour for so long as the receptionist retains the substitute calling responsibility.
7. MISCELLANEOUS -- Bargaining Unit Office Personnel: (i.e.)

Account Clerks I and II
Clerks I, II and III
Systems Analyst/Programmer
Job Control Clerk
Computer Operator
Data Entry Clerks I and II
Instructional Aides
Job Developer / Coach / Monitor
School Community Liaison
Vocational Assessment Technician
Account Technician I
ROP Technician
Career Guidance Technician
Library Media Assistant
Receptionist
Health Care Assistants

Represents job title changes for classifications already included under Section 7.

Unit members unanimously elected to work only two days during the school winter vacation period and
one day during the school spring vacation period. The Board of Trustees officially approved the request June 16,
1953, subject to the extra days off being deducted from the salary schedule. Office personnel shall work one
day between Monday and Thursday during spring vacation week. Office personnel shall work a seven and one
half (7-1/2) hour day plus lunch period the day before winter vacation, the day before spring vacation and
during summer vacation time.

* Athletic Equipment/P.E. Facility custodian and Account Clerk II -- activities, shall be compensated per
their assignment pursuant to Paragraph 3 above.

8. TARDINESS

Employees are expected to be ready to begin work at the start of their assigned shift. Tardiness is being
late for work at the time established for the start of a unit member’s shift. Clocking in at the time clock after the
unit member’s established start time which is established by the District and provided in writing to the unit
member on a notice of appointment, constitutes tardiness. Except for unforeseen emergencies, employees are
required to notify the supervisor of late arrival prior to the beginning of the shift or established work period.
The immediate supervisor shall meet with the unit members after three (3) occasions for being tardy in
excess of ten (10) minutes to discuss any apparent chronic tardiness before initiating disciplinary action. The
progressive disciplinary process for any permanent unit member in violation of this policy shall occur annually,
between July 1st and June 30th. Otherwise, the progressive disciplinary process shall restart at the beginning of
the succeeding school year. This does not preclude the District from meeting with unit members to discuss
chronic tardiness that are less than ten (10) minutes. Furthermore, this does not restrict the District from
imposing progressive discipline on a unit member for extraneous incidents of tardiness in which the employee
has failed to notify the immediate supervisor.
Progressive disciplinary action for chronic tardiness is defined as follows: (a) verbal warning after the
third (3rd) occasion; (b) written warning after the fifth (5th) occasion; (c) written warning to personnel file after
the seventh (7th) occasion; (d) recommendation of suspension without pay to the Board of Trustees after ninth
(9th) occasion; (e) recommendation for termination to the Board of Trustees after the tenth (10th) occasion. This
progressive discipline action shall not be applicable to new probationary employees hired by the District. At any
time, prior to the probationary expiration period, the Superintendent or designee may, at his/her discretion,
dismiss a newly hired classified employee from District employment.
SAFETY

The District shall make reasonable provisions for the health and safety of unit members during the hours of employment; and shall review conditions brought to its attention.

Employees shall comply with the District’s reasonable rules, regulations and directives for wear and use of safety equipment as well as the District’s reasonable rules, regulations and directives designed to provide a safe and healthy work place.

Whenever a “state of emergency” is declared by the Governor, public employees can be declared as emergency first responders at their work site.

A District Safety Committee shall be established to meet at least once a month, and shall recommend safety policies, accident prevention awareness methods and shall evaluate the effectiveness of occupational safety and health programs. The CSEA shall be permitted two (2) representatives on the District Safety Committee.

Unit members shall report to their immediate supervisor any assault or battery upon District employees or any threat of force or violence directed toward District employees at any time or place related to school activity or school attendance.
TRANSFERS

Transfer is defined as a reassignment of an employee from one work location to another within the same classification and at the same salary rate. The District has the right to assign and transfer employees from one area, building facility or location to another to meet the District’s business needs, or for remedial purposes or where legally required. Transfers shall not be punitive, arbitrary or capricious.

**Involuntary Transfers**: The District shall initiate transfers when, in the sole judgment and discretion of the District, said transfers are in the best interests of the District and/or the affected employee or employees. Upon request the District will confer with the employee to be transferred to explain the reason(s) for the transfer.

**Voluntary Transfers**: Vacancies in the classified service shall be posted at all worksites on prescribed bulletin boards for at least ten (10) days prior to filling the position. An employee who has permanent status in a classification may request transfer to another work location in the classification and with the same rate of pay. The employee will inform his/her immediate supervisor of the intent to submit a request for voluntary transfer. A written request form for transfer shall be submitted to the supervisor of the vacant position and to the Assistant Superintendent of Human Resources for review and consideration. The request form for transfer must be filled out completely as soon as a vacancy is formally posted by the office of Human Resources, indicating the reasons for requesting the transfer. Transfer Requests must be signed and submitted to the office of Human Resources who will submit the request to the site or department immediate supervisor or designee of the vacancy. The intent will be for the supervisor or designee to act on the request within (10) working days of receipt, with the option of an extension by mutual consent or to account for unforeseen absences. HR will inform the requester of the determination in a reasonable time. An employee granted a voluntary transfer shall not be eligible for another transfer for one year following the transfer. In submitting the form, the employee will understand the following:

1. Reason for request will be provided.
2. Transfers are only to lateral vacant positions.
3. Requester will inform immediate supervisor.
4. Request is submitted by requester to Human Resources (HR).
5. HR will inform the requester of the determination via the requesting form.
6. HR will determine date of transfer after consulting with both supervisors.
7. If granted a transfer, no voluntary transfer will be allowed for one (1) year.
8. Requests do not guarantee automatic approvals or transfers.
9. If more than one transfer request is received for a vacant position and all are acceptable transfers, the employee with the most seniority will be granted the transfer.

Employees on vacation or extended leave who wish to be notified of vacancies shall so notify the District in writing, indicating the appropriate address to which a job vacancy announcement should be sent. The District may choose to fill the vacancy by selecting the most qualified applicant; if the District is not satisfied with the quality of internal applicant(s) it may recruit from outside the District and/or repost the position.
PERSONNEL FILES

Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.

Information of a derogatory nature, except material mentioned in the third paragraph of this article, shall not be entered or filed unless and until the employee is given fourteen (14) calendar days’ in writing of such material being filed; the written notice may be written or stamped on the material to be filed. The purpose of the notice is to provide the employee with an opportunity to review the material and to comment thereon.

A bargaining unit member shall have up to five (5) days following expiration of the fourteen (14) day period to submit his/her response.

Material of a derogatory nature placed in a personnel file shall be signed by the preparer and when practicable, by the employee in question. If the employee refuses to sign the document his or her refusal shall be noted on the document.

An authorized representative of CSEA may, subject to the above conditions, accompany the employee in inspecting the employee’s personnel file; or may inspect the personnel file provided he first presents a current written authorization to do so signed by the employee and dated. An appointment shall be scheduled for such review as soon as practicable. In the event the employee or his authorized representative requests copies of non-confidential materials, the District may charge the actual copying cost to the employee.
EVALUATIONS

Evaluations are considered by the District as one vehicle for providing positive, motivational and/or corrective feedback to employees in connection with their work performance.

Permanent employees shall be evaluated at least once per work year. Evaluations of permanent employees will be done no later than 30 calendar days prior to the last instructional day of each school year.

Probationary employees should be evaluated at least twice during their probationary period. The probationary period shall be six (6) months and shall commence from the time of employment in a particular position, excluding time served under temporary or substitute employment. The probationary period shall include all work months of their assignment (i.e., if an employee is not assigned for summer months, those months shall not count as part of the probationary period). If the District/immediate supervisor feels that the probationary employee would benefit from an additional three (3) months, the immediate supervisor will communicate to the probationary employee that the probationary period is being extended for another three months and will communicate, in writing and in person, areas in which to improve in order to gain permanency.

A probationary employee who resigns during the probationary period, shall, in the event of reemployment in the same classification, be required to complete a full probationary period of six (6) months from the date of reemployment before obtaining permanent status. Evaluations of probationary employees shall occur prior to the end of the third and sixth months after their initial hire date.

Evaluations shall not be based solely on hearsay statements but shall include direct observation and knowledge of the evaluatee.

Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. Recommendations for improvement may include, but shall not be limited to, such activities as attending in-services, conferences, modeling, observing other employees, etc. The evaluator shall be responsible for implementing or making available for implementation the specific recommendations for improvement. The unit member shall affirmatively take such steps and follow such recommendations as are made to improve the unit member’s performance.

A meeting to discuss an annual evaluation will be scheduled by the evaluator. This meeting to discuss the evaluation to be given to the unit member shall be scheduled in advance within 24-hours from the meeting date. The evaluator shall share the summary evaluation with the employee and provide the employee with an opportunity to respond in writing within ten (10) working days. At the time of the scheduled evaluation, the evaluator shall provide a copy of the evaluation to the employee. The signature line at the bottom of the evaluation will read: “The signature of the employee indicates receipt of this evaluation and does not necessarily
indicate agreement with the contents.” If the employee does not sign the evaluation, the evaluator shall note that with the date and time of refusal and then provide a copy to the member. Evaluations shall not be used to initiate discipline. However, the evaluation may be used as supporting evidence in any discipline proceedings.

If an employee has been transferred within an evaluation cycle, the prior supervisor shall provide input into the summary evaluation.

If a probationary unit member applies for and receives a promotion to a higher classification during his/her initial probationary period, the probationary unit member shall, upon the date of hire into the new classification, begin another six (6) month probationary period. If the probationary unit member does not successfully complete the probationary period in this new classification, he/she is not entitled to return to the former position unless s/he has been employed in the District for 6 months. Evaluations of employees promoted into a higher classification shall occur prior to the end of the third and sixth months during their probationary period in the new higher classification.

Substantive ratings and/or the substantive content of the evaluation will not be subject to the grievance procedure.

The site or program administrator shall be primarily responsible for evaluating Instructional Aides (paraprofessional); in fulfilling such responsibility, the site administrator may utilize input from department chairpersons, the supervising classroom teacher and others who directly supervise the Aides.
GRIEVANCE PROCEDURE

DEFINITIONS
A “Grievance” is an allegation by a unit member or the Association that he/she/it has been adversely affected by an alleged violation or misinterpretation of the specific provisions of this Agreement. Actions 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 processes. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees, or by the Administrative Regulations and Procedures of this District are specifically excluded from the scope of this procedure. These latter include, but are not limited to, disciplinary and dismissal procedures, OSHA claims, and/or discrimination cases subject to jurisdiction of such agencies as HEW, DFEH, EEOC, and Department of Labor.

A “Day” is a day upon which unit members are regularly scheduled to work.

The “Immediate Supervisor” is the lowest level member of Classified Management having immediate jurisdiction over the grievant.

GENERAL
The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

GRIEVANCE STEPS
A. INFORMAL STEP
Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant’s immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Step 1 below.

B. STEP I - Immediate Supervisor
No later than thirty (30) days following the act or omission giving rise to the grievance, or, no later than thirty (30) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy requested.
The immediate supervisor shall communicate a written decision to the employee within ten (10) days after receiving the grievance. Within the above time limits, either party may request a personal conference with the other party.

C. STEP II - ASSISTANT SUPERINTENDENT FOR PERSONNEL

In the event the grievant is not satisfied with the decision in Step I, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent for Personnel or his/her designee within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Assistant Superintendent for Personnel or his/her designee shall communicate a decision within ten (10) days after receiving the appeal. Either the Grievant or the Assistant Superintendent for Personnel or his/her designee may request a personal conference within the above time limits. If the Assistant Superintendent for Personnel or his/her designee does not respond within the above time limits, or the grievant is not satisfied with the response, the grievant may proceed to Step III.

D. STEP III – MEDIATION

If the grievant is not satisfied with the decision at Step II, he/she may, within ten (10) days, submit to the Assistant Superintendent for Personnel a written request for mediation of the grievance. In this event, the Assistant Superintendent for Personnel shall, within three (3) days following receipt of such request, submit to the California State Conciliation Service, a written request for the immediate services of a mediator.

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.

At the outset of this process, the mediator shall schedule and hold an informal conference at which time the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements of each previous grievance level. In addition, the grievant shall submit to the mediator a clear, concise written statement of the reasons for his/her appeal to the mediation process.

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.

The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Level IV.

E. STEP IV

If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant may, within ten (10) days after the mediation conference closes, request in writing that the Association submit the grievance
to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within fifteen (15) days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.

In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last named shall be selected as the arbitrator.

The arbitrator’s decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator’s authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitration is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

The processing of a grievance beyond Step II shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum, to the extent permitted by law.

MISCELLANEOUS

A. A unit member may be represented at all stages of the grievance procedure by himself or, at his option, by a representative provided by the Association. If a unit member is not represented by the Association or its representative, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution and an opportunity to respond.

B. The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:

(1) By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of ten (10) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur.

(2) Twenty-four (24) hours prior to release from duties for grievance processing the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.
(3) That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person; and

(4) Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

C. The District shall maintain separate grievance files for documents, communications and records dealing with the processing of grievances.

D. If a grievance arises from action or inaction on the part of management above the level of the grievant’s immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing to the Assistant Superintendent for Personnel or his/her designee. Nothing herein shall prevent or preclude the grievant from attempting to resolve the grievance through an informal conference with his immediate supervisor subject to applicable time limits.
NO STRIKE – NO LOCKOUT

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection therewith, or refusal or failure fully and faithfully to perform all functions and responsibilities, or other interference in connection with the above-listed activities 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.

It is agreed and understood that during the term of this Agreement there will be no lockout of employees by the District.

In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.

It is understood that in the event this Article is violated by the Association, the District shall be entitled to withdraw from the Association any rights, privileges, or services provided for in this Agreement and/or in District policy.

This clause is intended to provide uninterrupted service to the District regardless of whether disputes arise under the Agreement or outside the Agreement and regardless of whether disputes are subject to the grievance procedure or not.
HEALTH and WELFARE BENEFITS

2012-13 Health and Welfare Benefits

The District and Association agree that effective October 1, 2005 the District shall contract with Southern California Voluntary Employees Benefit Association (“VEBA”) to provide and administer medical insurance programs for the benefit of the District and its eligible employees regardless of whether such employees are represented or not. The parties agree that the provisions of Agreements with VEBA shall prevail except to the extent that the parties retain the full and exclusive rights to meeting and negotiating over the issues of District contributions and participation in VEBA and withdrawal there from.

Effective January 1, 2015, the District shall make the following contributions tenthly toward the payment of premiums for eligible employees enrolled in the following health insurance programs:

<table>
<thead>
<tr>
<th>PLAN</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>UnitedHealthCare (HMO)</td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$761.00</td>
</tr>
<tr>
<td>Two Party</td>
<td>$1282.56</td>
</tr>
<tr>
<td>Family</td>
<td>$1798.16</td>
</tr>
<tr>
<td>UnitedHealthCare (POS)</td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$679.00</td>
</tr>
<tr>
<td>Two Party</td>
<td>$1152.61</td>
</tr>
<tr>
<td>Family</td>
<td>$1624.96</td>
</tr>
<tr>
<td>Kaiser (HMO)</td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$679.00</td>
</tr>
<tr>
<td>Two Party</td>
<td>$1152.61</td>
</tr>
<tr>
<td>Family</td>
<td>$1624.96</td>
</tr>
<tr>
<td>Delta PPO Dental</td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>Up to $64.98</td>
</tr>
<tr>
<td>Two Party</td>
<td>Up to $118.59</td>
</tr>
<tr>
<td>Family</td>
<td>Up to $180.35</td>
</tr>
</tbody>
</table>
Delta HMO Dental

Single          Up to        $22.12
Two Party      Up to        $36.47
Family         Up to        $53.96

VSP PLAN C ($10.00 Deductible)

Family           $27.63

LIFE INSURANCE

Employee           $.24/1000

Effective January 1, 2014, the parties agree to the following: with regard to the HMOs, the District agrees to pay the January 1, 2014 increase, if any, in premiums for “Single;” increases in the “Two Party” and “Family” rates shall be shared on the basis that the District will pay eighty percent (80%) of the increase and the unit member will pay twenty percent (20%) of the increase. The District will contribute to the POS Plan at the lowest HMO level at each tier. The District also agrees to contribute the total cost of the 2013 increase to Delta PPO Dental, Delta HMO Dental, VSP Plan C ($10.00 Deductible) and Life Insurance. For 2012-2013, if either the District or the Association wishes to propose a change in this language they must submit such proposal prior to September 1, 2013, or any subsequent September 1; in the event of such a proposal the following language shall apply in lieu of the above:

The parties recognize that respective carriers may increase premiums effective January 1, 2014 or any successive January 1. If no agreement has been reached on the amount of District contributions for 2013 prior to January 1, 2014 or for any successive year, prior to January 1 of that year, the District shall contribute at the 2013 rate, or the then current rate, until such time as agreement is reached. The Association understands and agrees that this shall require deducting the differences from the salary warrants of bargaining unit employees. Notwithstanding this agreement, the District’s Health Insurance committee is encouraged to continue its work of investigating and reviewing alternate plans, carriers and benefits. If, during the term of this Agreement, the Committee issues recommendations for changes which will result in costs
savings the parties agree to review such recommendations in good faith and, if
an agreement is reached, upon one or more such changes, to recommend them
to their respective constituencies.

The parties are hereby charging the District’s Health Insurance committee with responsibility for
investigating and reviewing alternate plans, carriers and benefits. The Committee will have a joint report
produced no later than March 1, annually; to include recommended adjustments designed to assist in cost
savings.

Eligible employees may enroll in a Group Dental Plan and the Vision Plan and may enroll in only one (1)
group health insurance plan. Enrollment in dependent coverage plans shall be limited to an “as needed” basis
only. For purposes of this Article, “as needed” is defined as follows:

An employee selecting a two party or family plan must certify that he or she is not enrolling his or her
spouse if the spouse is covered by any other plan. In cases where spouses are both district employees, one
employee may take “Employee only” and the other may take “Employee plus 1” or “Employee plus family”, as
applicable, for eligible dependents other than spouse, unless the spouse has declined “Employee only”
coverage. The intent of this language includes, but is not limited to, the concept that only one spouse may
enroll his or her dependents if the spouses are both District employees.

The provisions of this Article do not apply to employees regularly scheduled to work less than four (4)
hours daily.

Employees hired on or after October 1, 1982 who are regularly assigned on a part-time basis shall be
eligible for the above plans with the District’s contribution to be pro-rated as follows:

a. 4 – 5-1/2 hours District contribution: 50%
b. 6 – 7-1/2 hours District contribution: 75%

PLEASE NOTE:

Upon notice to CSEA the District may convert its Dental and Vision Plan to self-insurance provided there
is no reduction in benefits.
EARLY RETIREMENT HEALTH INSURANCE BENEFITS

For employees retiring after July 1, 1984 and having attained the age of 55 years, the District shall provide insurance benefits subject to the provisions and conditions outlined below:

A. The provisions of this Article shall be limited to employees with 15 or more years of service in the El Monte Union High School District.

B. For unit members who retire prior to December 31, 2010, the District shall continue to contribute the then current District required contribution toward the payment of premiums for group health insurance for the retiree and dependent spouse until the earlier of the following:

1. The employee is eligible for MediCal, or Medicare or Medicaid; or
2. The employee has attained the age of 65.

C. For unit members who retire after January 1, 2011, the District shall continue to contribute the then current District required contribution toward the payment of premiums for group health insurance for the retiree and dependent spouse until the employee is eligible for MediCal, or Medicare or Medicaid.

It is agreed and understood that dependent spousal coverage applies only to dependent spouses who are covered at the time of the employee’s retirement; it is also agreed and understood that dependent spousal coverage terminates when the retiree’s coverage terminates.
WAGES AND COMPENSATION

1. REGULAR RATE OF PAY:

   a. Annual anniversary and longevity (total service credit) increments will be implemented for eligible unit members. The parties recognize anniversary and longevity movement are negotiable and subject to the negotiations process.

       • All unit members shall receive a one-time, off schedule payment in the amount of four and one half (4.5%) percent of the unit member’s annual 2020-2021 salary or a flat amount of $650.00 six hundred and fifty dollars) whichever is greater.

       • Any employee that was in a paid status during any portion of the working day immediately preceding or succeeding the 2021 Juneteenth National Independence Day (June 18, 2021) will be provided an additional floating Holiday to be used in the 2021-2022 school year. The Juneteenth holiday will be incorporated into the classified work calendar from this point forward.

   b. 2021-2022 classified salary schedule shall be increased by five percent (5%) on salary schedule effective July 1, 2021.

2. INITIAL HIRING PLACEMENT

   Newly hired unit members will be given step (experience) credit for out-of-district experience which is comparable to the job specification of the position. Allowable credit shall be one (1) year of District step placement for each year of comparable out-of-district experience not to exceed five (5) years.

3. ANNIVERSARY AND LONGEVITY (TOTAL SERVICE CREDIT)

   Anniversary/longevity pay shall be effective based upon the employee’s date of completing the requisite number of years, computed as follows: An employee whose
anniversary date falls during the period of July 1 through December 31 shall receive the longevity increment effective July 1 of the year in which the requisite number of years is completed; an employee whose anniversary date falls during the period January 1 through June 30 shall receive the longevity increment effective July 1 following completion of the requisite number of years.

Effective July 1, 2014, unit members shall be eligible for longevity pay as described below:

- a. Eight (8) consecutive years of service credit with the District;
- b. Eleven (11) consecutive years of service credit with the District;
- c. Fourteen (14) consecutive years of service credit with the District;
- d. Seventeen (17) consecutive years of service credit with the District;
- e. Twenty (20) consecutive years of service credit with the District;
- f. Twenty-three (23) consecutive years of service credit with the District;
- g. Twenty-six (26) consecutive years of service credit with the District.

4. PAYCHECKS

Regular paychecks shall be itemized to include all deductions approved by the District.

5. COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASSIFICATION:

A. A unit member temporarily assigned to perform duties of a higher classification shall be compensated therefor at the rate applicable to the higher classification (comparable step) provided that the employee is so assigned and performs the duties for more than five (5) working days within a fifteen (15) working day period. The application of such a higher rate shall be retroactive to the first working day within the fifteen calendar day period.

B. A unit member temporarily assigned to work in a lower classification (other than pursuant to a demotion, layoff, reduction in hours or appropriate disciplinary action) shall be paid at the regular rate of pay applicable to his/her regular classification.
6. MILEAGE

Unit members required and authorized to utilize their own vehicles on District business shall be reimbursed for assigned and authorized travel at the then current IRS mileage reimbursement rate per mile. Such mileage shall exclude travel from the employee’s home to his/her first work assignment and from the employee’s last work assignment site to home, except in the case of an emergency call-back or call-out.

7. EMERGENCY CALL BACK

Unit members called into work on a day when they are not scheduled to work or called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate overtime rate of pay under the “Hours and Overtime” provision, Article 19.

8. RETROACTIVITY

Wherever retroactivity is indicated, either in this Article or elsewhere in this Agreement, it shall be applied only to employees employed by the District as of the date the retroactivity is effective.

9. RECLASSIFICATIONS

Both Parties can initiate a reclassification request. In the event of such reclassification, or revision of job description, Either Party may within ten (10) working days of such classification or reclassification or revised job description, request to meet and negotiate concerning the salary range applicable to such classification or reclassification or revised job description. In the event agreement is reached on such appropriate salary range within twenty (20) working days
following receipt of either parties request, any salary range adjustment shall be implemented retroactively to the first date that an incumbent bargaining unit member or members actually worked in such classification; in the event agreement is not reached within said twenty (20) days, the issue of retroactivity shall remain subject to the meeting and negotiating process. In the event that both parties fail to negotiate the appropriate salary range for such classification or reclassification or revised job description, the appropriate salary range shall be negotiated when the entire Agreement has been properly reopened for salary negotiations.

Between October 1 and November 30, an employee requesting reclassification may submit his/her request (using the CSEA reclassification form) to the CSEA Executive Board to determine the validity of the request. The Association would then submit the request to the reclassification committee consisting of two (2) employees appointed by the District and two (2) appointed by the Association. The committee may, if it deems it appropriate, temporarily add a District and Association representative from the department or classification involved in the request.

The Committee will consider the request through appropriate review of the job description actual duties, comparable work in other districts, interviews of the employee, fellow employees and supervisors. If the committee recommends against reclassification, that represents the final step in the process. If the committee recommends reclassification, the recommendation will be presented to the respective bargaining teams for consideration during negotiations. Committee decisions and recommendations are specifically excluded from the contractual grievance procedure. The committee shall provide the applicant with decision no later than six (6) months after the application was submitted.

Any request considered by the Committee, regardless of its recommendation, may not be resubmitted for at least two (2) years following the Committee’s review, if such request covered an entire classification or job family. The same two (2) year rule will apply to individual requests, unless the individual presents to the Committee evidence of a material change in duties and responsibilities since the prior review; in such cases the request may be resubmitted after a one (1) year wait.
Subject to mutual approval the Committee may utilize an outside consultant in connection with specific reviews.

10. TEACHING CAREER INCENTIVE

The District will pay a one-time stipend in the gross amount of $4,500 to eligible classified employees who become District teachers subject to the following conditions:

1) The employee must have been permanent and a classified employee of the District for at least five (5) years preceding being hired as teacher;

2) The employee must earn and possess the required credential (excluding emergency or provisional credentials);

3) The employee must be hired as a regular teacher in the comprehensive high school program; and

4) Payment will be made upon conclusion of the first complete year of teaching in the District.

11. PROFESSIONAL DEVELOPMENT

CSEA personnel may receive professional development training on a rotational basis as determined by the District during the student/teacher free days and CSEA employee work day(s) during Winter and Spring Break, as designated on the annual school calendar. Unit members who are eligible to work two (2) days during the Winter Break and one (1) day during Spring Break, per Article 19 (7), will receive professional development in accordance with the provision of the agreement.
UNIFORMS

In the event the Board of Trustees requires the wearing of a distinctive uniform by unit members, the cost of the purchase, lease or rental of such uniforms shall be borne by the District.
PROMOTION

The District’s Superintendent is responsible for making recommendations to the Board of Trustees concerning promotions. The Superintendent or designee shall develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations, and recommendations from previous employers. The District shall encourage, where appropriate, the concept of promoting qualified bargaining unit applicants. For promotions from one bargaining unit position to another, the District shall interview qualified bargaining unit applicants prior to external candidates. Such interviews shall only take place when there are sufficient numbers of internal candidates as determined by the District. Before the District considers external candidates as applicants for vacancies, the District will review the qualifications of classified District employees who apply for the vacancies.

Qualified shall mean:

- Applicants from the bargaining unit who are permanent employees under CSEA Chapter 11 agreement.
- Applicants meeting the minimum qualifications established by law and by the Board for each position.

If internal and external candidates are equally qualified, the District’s hiring preference is to first hire internal candidates. This shall include all internal candidates applying for a vacant position within the same classification that would result in an increase in hours and/or work calendar.

If the District determines that two or more bargaining unit applicants are equally qualified then, in that event, the District shall select the applicant with the most seniority based on initial actual hire date as defined in Article 30.
LAYOFF AND REEMPLOYMENT

Reason for Layoff: Layoff shall occur only for lack of work or lack of funds as determined by the District in accordance with applicable law and District regulations/policies.

Notice of Layoff: The District shall notify both CSEA and the affected employees in writing at least 60 days prior to the layoff in accordance with applicable law and District regulations/policies. The District will continue to negotiate the effects of layoff with CSEA. Any layoff notice shall specify the reason for layoff and identify by name and classification the employee designated for layoff.

Reduction in Hours: Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article. Reduction in hours is a mandatory subject of bargaining.

Order of Layoff: In a layoff, the number of positions to be eliminated or reduced in hours shall be determined. The employees in that classification with the least seniority shall be laid off. Seniority shall be based on actual hire date in probationary status, as set forth in California Education Code Section 45308. Effective July 1, 2013, “actual hire date” within a classification is defined as the first day of paid service in the new classification. The employee is only entitled to his/her new salary in the new classification when the employee actually begins working in the new classification. The employee’s first day of paid service in the new classification shall be within two (2) weeks of the date of Board approval of the new classification.

Employees who were hired prior to July 1, 2013, shall retain their seniority date listed in the CSEA seniority list for each classified position held. Upon request, employees may request a review of their seniority date on a case-by-case basis.

An employee whose position is eliminated shall, first, be placed in any vacant position, within their classification, that is equivalent to or greater in hours than the position the employee currently occupies.

A permanent employee whose position is eliminated shall have the right to either accept layoff or reduction. If they do not accept layoff or reduction, the following steps shall be followed in order

1. Move into a vacancy in the same classification with equal or greater hours;
2. If there is no vacancy in the same classification, then displace a less senior employee in the same classification with equal or greater number of hours;
3. If a position with equal or greater number of hours within the classification does not exist, displace a less senior employee with the closest number of hours to the eliminated position (i.e., best match to current status within the same classification).
If a situation occurs in which the unit member is not placed in a position that is a close match to the position that was eliminated AND the employee held a permanent position in another classification, the following steps will occur:

1. Move into a vacancy in the same classification with equal or greater hours;
2. If there is no vacancy in the same classification, then displace a less senior employee in the same classification with equal or greater number of hours;
3. If a position with equal or greater number of hours within the classification does not exist, displace a less senior employee with the closest number of hours to the eliminated position (i.e., best match to current status within the same classification);
4. Move into a vacancy in any class in which they meet minimum qualifications;
   Any permanent employee laid off or displaced who has no displacement rights within his/her same classification shall have the right to either accept layoff or to displace the last hired employee with less seniority in any classification that the employee previously held as a regular permanent employee.

A laid off permanent employee who requests notification shall be contacted at their address of record of all District classified recruitments for a period of 12 months, and shall be notified of all District recruitments for any position in which they have re-employment rights for 39 months.

The employee who elects a layoff in lieu of displacement maintains his/her re-employment rights.

**Seniority List:**

The District shall provide California School Employees Association, Chapter 11, with an updated seniority list annually by January 31 (except during the 2011-2012 school year) as well as before the effective date of the layoff. The District shall also supply the list to each site representative for posting. Any errors noted by the employee must be called to the Personnel Department’s attention in writing by March 15. The seniority list shall indicate each employee’s class seniority and hire date within his/her class and all previously held classifications.

**Re-Employment Rights:**

Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and are required to be notified of any vacancies. Employees who accept a demotion or reduction in hours in lieu of layoff shall have the same rights as laid off employees and may remain on the re-employment list for up to sixty-three (63) months. They shall be re-employed in the reverse order of layoff.

Any permanent employee who accepts layoff shall have re-employment nights for 39 months to any vacancy being filled that they have held as a regular permanent employee.
A laid off permanent employee shall have re-employment rights over all other candidates for any vacancy in an equal or lower classification being filled for which they possess the abilities and skills as shown on the job posting and can pass any required qualifying examinations for a period of 12 months.

**Notification of Re-employment Openings:**

Any permanent employee who is laid off and is subsequently eligible for re-employment shall be sent the posting for any District opening. Such notices will be sent through email and/or by mail to the last known address.

**Employee Notification to District:**

Employees on re-employment lists may apply for any posted vacant position. The employee shall notify the District of his/her intent to accept or refuse employment within forty-eight (48) hours following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) days following receipt of the re-employment notice. Refusal of an offer of a fewer number of hours in the same class shall not affect the standing of any employee on a re-employment list. All unused sick leave accumulated prior to the effective date of the layoff, if it was not transferred to another public school entity, shall be credited back to the employee’s records upon re-employment with the District.

**Reversion Rights/Permanent Employees:**

An employee who is promoted and fails to complete a required probationary period shall be returned to the position which he/she occupied prior to promotion, as long as the employee was permanent in the previously held position. He/she may displace the person who has filled the position formerly occupied by the returning employee.

If the returning worker’s former position no longer exists, he/she shall be entitled to exercise the same displacement rights within the classification that he/she would have if he/she had returned to the position and the position had then been abolished.

Thus, he/she may displace any less senior worker in any classification in which the returning worker has previously earned seniority.
The District shall not be bound by any requirement which is not expressly and explicitly stated in the Agreement. The Association and the District agree that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement. However, upon mutual agreement, the Association and the District may negotiate on any matter at any time during the term of this Agreement.
SAVINGS

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. The parties shall meet not later than twenty (20) days after such written decision by a court or tribunal to negotiate on the provision or provisions affected.
ARTICLE 33 - CSEA DISCIPLINARY ACTION

I. Disciplinary Action

Disciplinary action, as used in this Article includes, but is not limited to, recommendation to dismissal, recommendation to suspension with pay, or demotion, without the permanent until member’s voluntary consent. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

This Article shall not limit the District’s right to evaluate or to reprimand verbally or in writing, or to counsel unit members, nor shall anything in the District’s evaluation procedures limit the District’s right to discipline unit members pursuant to this Article.

Permanent/Probationary

Permanent: Unit members with permanent status shall be subject to discipline only as described below.

Probationary: A probationary employee may be terminated, at any time, at the sole discretion of the District. A probationary employee shall not be entitled to any due process.

II. Progressive Discipline

A unit member will be progressively disciplined in order to correct negative behavior except in cases where summary dismissal or a more severe form of discipline is warranted. The steps in progressive discipline include:

1. Verbal counseling/warning.
2. Written warning/reprimand placed in the unit member’s personnel file which documents the negative conduct or performance and sets out possible future consequences.
3. Suspension with pay.
4. Dismissal.

Verbal counseling/warnings and written warnings/reprimands shall not be subject to the grievance procedure.

III. Causes for Disciplinary Action

Cause for disciplinary action, up to and including dismissal, shall include, but not be limited to, the following:

1. Falsifying any information supplied to the District including, but not limited to, information submitted in application forms, employment records, or any other District record.
2. Neglect of duty.
3. Insubordination.
4. Dishonesty.
5. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

6. Possessing or being under the influence of a controlled substance at work or furnishing a controlled substance to a minor.

7. Conviction of a felony, conviction of any sex offense or controlled substance offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee’s ability to perform the duties, and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

8. Abuse of leave privileges, absence without leave or failure to report an absence.

9. Discourteous treatment of the public, students, or other employees while on duty.

10. Willful disobedience.

11. Misuse of district property, including converting District property and/or time to personal use.

12. Violation of district, Board or departmental rule, policy, or procedure.

13. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee’s class specification or otherwise necessary for the employee to perform the duties of the position.

14. Refusal to take and subscribe any oath or affirmation, which is required by law in connection with his/her employment.

15. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.

16. Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

IV. Disciplinary Procedure

Progressive Discipline

It is intended that discipline shall be progressive as described above in Section II and to the extent permitted by individual circumstances.

Suspension without Pay of Five Days or Less
An employee who receives written notice of a proposed suspension without pay of five (5) days or less is only entitled to request a hearing before the Assistant Superintendent of Human Resources of administrative designee. The employee may be represented at that hearing by a representative of his/her choice. Technical rules of evidence shall not apply, and the hearing shall be conducted in an informal manner.

The Assistant Superintendent of Human Resources shall issue a written decision within ten (10) working days of the hearing. The employee may file a written appeal regarding the suspension without pay to the Superintendent. The Superintendent’s decision shall be final and binding.

Initiation and Notification of Charges

In all cases involving suspension without pay for more than five (5) days, demotion, reduction in pay, and/or dismissal, the Assistant Superintendent of Human Resources initiating the action shall inform the employee by written notice of the specific charges against him/her. A copy of the written notice shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee’s last known address. The written notice shall include:

a. A statement of the nature of the disciplinary action.
b. A statement of the cause or causes for the recommended disciplinary action.
c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the written notice.
d. A statement of the employee’s right to appeal the disciplinary action and the manner and time within which the appeal must be filed.
e. A card or paper, which constitutes a demand for a hearing and a denial of all charges shall be included.

Right to Appeal

Within five (5) business days after receiving the written notice of disciplinary action, the unit member may appeal by signing and filing the card or paper included with the written notice. Any other written document signed and appropriately filed within the specified time limit by the unit member shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein.

Failure on the part of the employee to request a hearing within the limit established in the written notice shall be deemed a waiver by said employee of a hearing.
Immediate Suspension

A unit member, against whom dismissal action is to be taken, may be immediately suspended with pay when continuing in active duty status would present an unreasonable risk of harm to students, staff, or property. Such immediate suspension may be ordered by the Superintendent or designee and shall be in writing and state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the unit member either, personally or by registered or certified mail, return receipt requested, immediately after issuance.

Administrative Leave

Notwithstanding other provisions of this Article, a unit member against whom disciplinary action is to be taken may be immediately placed on Administrative Leave, with pay, upon verbal notification if the District has determined that his/her presence would be detrimental to the welfare of the District, the students, the public, or other employees of the District.

This verbal notification shall be followed by written service upon the unit member via registered or certified mail, return receipt requested, at the employee’s last known address.

Hearing Procedures

Hearings shall be heard by the Board or a hearing office. All hearings that are heard by a hearing officer, shall be an attorney licensed in the State of California, and will be mutually agreed upon by the exclusive representative and the District. When initiated by the Board all such costs shall be covered by the District. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify, or revoke the recommended disciplinary action.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The unit member shall be entitled to a public hearing in closed session if he/she demands it when the Board is hearing the appeal. The District may also be represented by counsel. The procedure entitled “Administrative Adjudication” commencing with Government Code section 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing office or the Board. The hearing officer or the Board shall determine whether the parties are to file closing briefs.
If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that shall be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 20 days after the date of the hearing. The Board may:

1. Adopt the proposed decision in its entirety;
2. Modify the recommended disciplinary action; or
3. Reject the proposed decision in its entirety.

If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is assigned to a hearing officer, he/she shall prepare a proposed decision, as described above, upon the additional evidence and the transcript and other papers, which are part of the record of the prior hearing.

**Hearing Decision**

The final decision of the Board shall be in writing and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the disciplinary action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the unit member or his/her designated representative personally or by registered mail. The decision of the Board shall be final.
ARTICLE 34 - TERM OF AGREEMENT AND RE-OPENER

Except where otherwise specifically provided, this Agreement shall be effective after CSEA Chapter 11 ratification and upon the date of Board ratification. This agreement shall remain in full force and effect up to and including June 30, 2022 and from year to year thereafter unless either party submits a timely written request to modify or amend the Agreement as follows: no earlier than February 1, 2020 and no later than March 30, 2020, the District and the CSEA each by written request may reopen negotiations for the 2020-2021 school year on wages and fringe benefits, as well as two Articles each (two from CSEA and two from the District).

No earlier than February 1 and no later than March 30, 2021, the District and the CSEA each by written request may open negotiations for the 2021-2022 school year on wages, fringe benefits, as well as two Articles each (two from CSEA and two from the District).

No earlier than February 1 and no later than March 30, 2022, the District and/or CSEA may by written request open negotiations for a successor agreement. The District and the Association may reopen this Agreement or any portion thereof during the term of the Agreement by mutual agreement in writing by both parties to this Agreement.

Except as specifically provided herein the balance of the parties’ 2016-2019 Agreement shall be carried forward into this 2019-2022 successor Agreement. This Agreement is subject to ratification by the Governing Board of Trustees of the El Monte Union High School District and by the California School Employees Association and its Chapter # 11.

Within sixty (60) days following ratification and approval of this Agreement, the District shall publish a complete agreement incorporating all changes mutually agreed to through the negotiations process from the last publication to date. Within the same period of time, hard copies of the Agreement will be provided to the CSEA negotiating team and maintenance personnel; copies will be made available upon request at each school site. A disc containing an electronic copy of the Agreement will be presented to The California School Employees Association and its Chapter No. 11.

Dated:  February 5, 2020
EL MONTE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its EL MONTE UNION HIGH SCHOOL CHAPTER, NO. 11