

2022-2025 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 NOVEMBER 15, 2023

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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."

ARTICLE 1 - 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

1 The California School Employees Association and its El Monte Union High School District Chapter No. 11,
2 agrees that the unit is appropriate.

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

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

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

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

16

ARTICLE 2 - 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.

1 Membership Information:

- 2 1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal
3 information, including but not limited to members Social Security Numbers, personal
4 addresses, personal phone number, personal cellular phone number, and status as a union
5 member.
- 6 2. The District shall reject all Public Records Act requests from outsiders for work email addresses
7 for bargaining unit members unless legally required or if there is a court decision directing
8 public agencies to release this information.
- 9 3. The District shall use its best efforts to filter out outsiders' emails to work email addresses
10 soliciting against union membership. District shall only post on the public portion of its website
11 work email addresses for employees whom the public needs to contact.

12 Hold Harmless Provision:

- 13 1. CSEA shall defend and indemnify District for any claims arising from its compliance with this
14 article for any claims made by the employee for deductions made in reliance on information
15 provided by the employee organization to the employer to cancel or change membership dues
16 authorization. The employer shall be required to promptly notify CSEA of any claims made by
17 employees relating to dues authorization. CSEA has the exclusive right to determine how to
18 proceed.

ARTICLE 3 - NON-DISCRIMINATION

1
2
3 Neither the District nor CSEA shall discriminate against employees on the basis of race, color, religion,
4 sex or national origin, nor on the basis of employees participating in lawful employee organization activities or
5 refraining from participating in employee organization activities.

ARTICLE 4 - PROFESSIONAL BEHAVIOR AND EQUITABLE TREATMENT

1
2
3 It is understood that we are all professionals and there shall be a high level of mutual respect,
4 integrity, and ethics by and among all employees of the El Monte Union High School District.

ARTICLE 5 - 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.

1 The District shall grant one (1) employee from each site who is required to work the evening shift up to
2 three (3) hours of release time per month for the limited purpose of attending the CSEA Chapter meeting or the
3 EMUHSD Board of Education meeting.

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

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

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

ARTICLE 6 - 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 451 03.1.

1 **ARTICLE 7 - SICK LEAVE**

2
3 Full-time unit members employed on a regular basis shall be entitled to one day's leave of absence for
4 illness or injury for each month of employment, not to exceed twelve (12) days per year.

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

6 Unused sick leave shall accumulate from year to year.

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

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

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

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

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

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

31 Unit members shall be given credit for all unused leave of absence for illness or injury accrued while
32 serving in another California school district. Such unused leave of absence for illness or injury will be credited

1 only upon receipt of official notice from the California school district of prior employment. Such credit for
2 unused leave of absence for illness or injury will be given only to employees employed by a California school
3 district in the year immediately preceding acceptance of employment in the El Monte Union High School District.

4 When a unit member terminates employment with the District and accepts employment with another
5 California school district, in the succeeding year, a record of the unused leave of absence for illness or injury
6 shall be computed and forwarded to the new district of employment upon request.

7

1 b. Donors may deposit up to a maximum of three (3) duty days, not to exceed a total of
2 twenty-four (24) hours, in any one fiscal year. Under no circumstances may a donor contribute days to the Bank
3 if in doing so the donor’s own number of accumulated leave days falls below twenty (20) at the time of
4 donation.

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

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

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

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

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

24 d. All records and information submitted to or obtained by CLBC related to an employee’s
25 health, finance, or employment status shall be deemed confidential and may not be discussed by a Committee
26 member outside of formal meetings.

1 e. All CLBC decisions are final and shall not be subject to appeal or to the
2 grievance/arbitration provisions of the agreement. A tie vote constitutes a denial.

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

9 4. Withdrawals from the Bank

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

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

14 i. Medical verification of catastrophic illness or injury; and

15 ii. The specific number of days being requested.

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

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

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

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

25 f. The CLBC will approve withdrawals in units not to exceed (i) ten (10) days at full pay or
26 (ii) twenty (20) days at half pay. Participants may request extensions; however, the maximum withdrawal for an
27 individual in any one fiscal year shall not exceed thirty (30) days at full pay or sixty (60) days at half pay. In no

1 event will a recipient be eligible for more than three consecutive calendar months of leave donated from the
2 Bank.

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

5 h. Nothing herein diminishes the District's discretion to deny "leave status" to an
6 employee who is on Catastrophic Sick Leave or may be eligible for Catastrophic Sick Leave.

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

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

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

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

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

1 **ARTICLE 8 - PERSONAL NECESSITY LEAVE**

2
3 Unit members may elect to use sick leave up to seven (7) days per year for the following reasons of
4 personal necessity:

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

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

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

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

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

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

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

27 The following limits and conditions are placed upon allowing a personal necessity leave and personal
28 necessity leave pay:

1 (a) The total number of days in one school year for such leave or leaves shall not exceed
2 seven (7) days.

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

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

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

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

- 15 1. Such leaves may not be used for extending a holiday or vacation or for withholding
16 services from the District;
- 17 2. Such days are charged to accumulated sick leave;
- 18 3. Administration retains the right to refuse the unit member's request on a certain day if,
19 in the opinion of the administrator, too many unit members have requested the same
20 day;
- 21 4. The unit member shall not be required to give reasons for the use of these two (2) days;
- 22 5. Application for such leave must be submitted at least two (2) working days in advance;
- 23 6. The leave must be utilized for a matter of personal necessity; and
- 24 7. These provisions shall automatically expire October 13, 1998 if the District establishes
25 that there has been a substantial increase in personal necessity leave.
26

ARTICLE 9 - 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.

1 **ARTICLE 10 - PREGNANCY DISABILITY LEAVE**

2
3 Unit members shall be entitled to use sick leave as set forth in this Agreement for disabilities caused or
4 contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions
5 governing leave of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for
6 childcare, child rearing or preparation for childbearing, but shall be limited to those disabilities caused or
7 contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

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

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

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

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

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

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

29 An employee returning from temporary disability due to pregnancy shall be able to return to the
30 position she left or a comparable position provided she return immediately upon release by her attending
31 physician. The statement of release shall be made on a District provided form.

- 1 Leave taken under this section shall run concurrently with leave available under the FMLA, excluding
- 2 leave available under the CFRA.

1 **ARTICLE 11 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

2
3 The District shall grant industrial accident or illness leave of absence to unit members, as described
4 below:

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

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

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

11 3. Leave is not cumulative.

12 4. Leave begins on the first day of absence.

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

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

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

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

26 8. The employee must remain in California while receiving benefits unless authorized by the
27 Governing Board to travel outside the state.

28 9. When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the
29 employee is not medically able to assume the duties of his position, he shall, if not placed in another position, be
30 placed on a re-employment list for a period of 39 months. When available during the 39-month period, he shall

1 be employed in a vacant position in the class of his previous assignment over all other available candidates
2 except for a re-employment list established because of lack of work or lack of funds, in which case, he shall be
3 listed in accordance with appropriate seniority regulations. An employee who has been placed on a re-
4 employment list, as provided herein, who has been medically released for return to duty and who fails to accept
5 an appropriate assignment, shall be dismissed.

6 At the time the employee is placed upon the thirty-nine (39) month re-employment list he or she shall
7 schedule an appointment with the District Personnel Office at which time the District will inform the employee
8 of his/her options including the option of applying for retirement on a disability basis.

1 to work at the conclusion of Family Care and Medical Leave may result in the unit member's being required to
2 reimburse the District for the cost of group health insurance incurred during the leave.

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

5 **4. Reinstatement Following Leave**

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

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

15 **5. Procedural Requirements/Notice**

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

- 18 i. Date leave will commence;
- 19 ii. Pattern of leave, if intermittent;
- 20 iii. Anticipated return date if known or if reasonable estimate can be provided;
- 21 iv. Appropriate medical certification if requested or required. The District may
22 require certification of the serious medical condition of a family member,
23 including a health care provider's certification that the unit member is needed
24 to care for the family member.

25 b. The unit member shall notify the District in writing of his/her need for leave sufficiently
26 in advance so that the District may plan for the employee's absence. Such advance notice shall be excused
27 where emergency or exigent circumstances make the providing of advance notice impractical.

1 c. The employee shall provide thirty (30) days advance written notice if the need for such
2 leave is foreseeable based upon an expected birth, placement for adoption or foster care, or planned medical
3 treatment for a serious health condition of the employee or a family member.

4 **6. Definitions**

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

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

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

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

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

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

26 f. **Active duty** means duty under a call or order to active duty under a provision of law
27 referred to in section 101(a)(13)(B) of Title 10, United States Code.

1 g. **Covered service member** means a member of the armed Forces, including a member of
2 the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in
3 outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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

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

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

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

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

15

16 7. **Service Member Family Leave**

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

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

26 c. Certification related to active duty or call to active duty: A request for service member
27 family leave shall be supported by a certification issued at such time and in such manner as prescribed by the

1 applicable Code of Federal Regulations; the unit member shall provide, in a timely manner, a copy of such
2 certification.

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

8

1 **ARTICLE 12 - PARENTAL LEAVE**

2
3 Leave without pay or other benefits may be granted to a unit member for preparation for childbearing
4 and for childrearing.

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

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

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

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

15 The unit member is not entitled to the use of any accrued sick leave or other paid leave while on
16 childbearing preparation leave or leave for childrearing.

ARTICLE 14 - MILITARY LEAVE

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

1 **ARTICLE 15 - GENERAL LEAVE OF ABSENCE**

2
3 Up to one year’s leave of absence may be granted a unit member who submits a written request to the
4 Board. A leave of absence shall be taken without pay, and the year shall not be counted toward advancement
5 on the salary schedule. Following the leave, the unit member shall be assigned the same position held at the
6 time the leave commenced; or, if that position is no longer in existence, to a substantially equivalent position.

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

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

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

1 **ARTICLE 16 - MISCELLANEOUS (LEAVES)**

2
3 Misuse and/or abuse of leave shall result in a pay deduction equal to scheduled compensation for the
4 actual misused time.

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

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

ARTICLE 17 - 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 **ARTICLE 18 - VACATIONS**

2 1. Full time unit members shall be eligible for vacations, subject to the provisions below, as
3 follows:

4

Completed Years of Continuous Service	Number of Vacation Days Earned Per Month Worked	Total Number of Vacation Days Earned Per Year			
		9 mos	10 mos	11 mos	12 mos
1 through 5	1	9	10	11	12
6 through 12	1-1/4	11-1/4	12-1/2	13-3/4	15
13 through 17	1-1/2	13-1/2	15	16-1/2	18
18 through 24	1-2/3	15	16-2/3	18-1/3	20
25 or more	1-3/4	15-3/4	17-1/2	19-1/4	21

5
6 2. The above provisions shall apply only to unit members who have satisfactorily completed the
7 first three months of probationary employment in the District and have been recommended for further
8 probationary employment.

9 3. Vacations shall be scheduled only with the approval of the employee's immediate supervisor.
10 Unit members shall either work with their immediate supervisor on mutually agreed upon vacation requests or
11 be scheduled for vacation by the District. Notwithstanding the foregoing, the District reserves the right to
12 schedule unit members for vacation on staff development (Senate Bill No. 1 882) days. Nothing herein detracts
13 from the District's right to approve or disapprove scheduling of vacation.

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

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

19 6. Upon separation from employment with the District, the employee shall be entitled to payment
20 for all earned and unused vacation, except that employees who have not completed six (6) months of
21 employment shall not be entitled to such compensation.

1 7. If the unit member is not permitted to take his/her full annual vacation by June 30 following the
2 year in which the vacation was earned, the amount not taken may accumulate for use in the next year or be
3 paid for in cash at the rate earned at the sole discretion and option of the District. No accumulation beyond one
4 year shall be allowed.

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

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1 **ARTICLE 19 - HOURS AND OVERTIME**

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

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

8 2.1 Upon initial and any changes in employment with the District a unit member shall be
9 given written notice of his/her regular and normal hours of work, rate of pay, and assignment.

10 3. OVERTIME: Overtime shall be defined as assigned and authorized work beyond an employee's
11 assigned work hours in excess of forty (40) in any one workweek and in excess of eight (8) in any one workday.
12 In order to compute the number of hours worked for overtime purposes, hours worked shall include all time
13 actually worked and time during which the employee is excused from work due to holidays, vacations,
14 compensation time, and any other paid leaves of absence outlined in the collective bargaining agreement.
15 Authorized and assigned overtime hours shall be compensated at one and one half (1.5) times the employee's
16 regular hourly rate; or, upon mutual agreement between the District and the employee, shall be compensated in
17 compensatory time off at one and one half (1.5) times per hour of overtime worked. Employees shall not be
18 required to accept overtime assignments but shall not unreasonably refuse overtime assignments in emergency
19 situations. In the event an employee is to receive compensatory time off, the scheduling of such time off must
20 be approved by appropriate District management. Under normal circumstances, District management and the
21 employee will schedule compensatory time as soon as practicable following the date on which it is earned.
22 Compensatory time off must be taken within one (1) year from the date earned and may not be accumulated
23 from year to year. If an employee is not allowed to take his compensatory time by the end of the year, he shall
24 be paid therefore at the rate such time was earned.

25 All hours actually assigned and worked on a sixth and/or seventh consecutive day following a five-day
26 workweek shall be compensated for at the applicable overtime rate either in wages or compensatory time.

1 All hours actually assigned and worked on a holiday as designated by this Agreement shall be
2 compensated at two and one-half (2.5) times the employee's regular hourly rate either in wages or
3 compensatory time.

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

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

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

27

1	7.	MISCELLANEOUS -- Bargaining Unit Office Personnel: (i.e.)	
2		Account Clerks I and II	Buyer
3		Office Clerks I, II and III	Categorical Program Assistant
4		Systems Analyst/Programmer	Clerical Intern
5		Job Control Clerk	Data System Analyst
6		Computer Operator	District Community Liaison
7		Data Entry Clerks I and II	District Translator/Interpreter
8		Paraeducator	Dropout Prev./Outreach Spec.
9		Job Developer / Coach / Monitor	Language Assessment Assistant
10		School Community Liaison	Health Care Assistants
11		Vocational Assessment Technician	Spec. Health Care Tech-LVN
12		Account Technician I, II, and III	Library Media Assistant
13		Receptionist	Career Guidance Technician
14		ROP Technician	
15			

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

17 Unit members unanimously elected to work only two days during the school winter vacation period and
 18 one day during the school spring vacation period. The Board of Trustees officially approved the request June 16,
 19 1953, subject to the extra days off being deducted from the salary schedule. Office personnel shall work the
 20 first two consecutive work days during the winter break. Office personnel shall work Monday or Tuesday during
 21 the spring vacation week. Office personnel shall work a seven and one half (7-1/2) hour day plus lunch period
 22 the day before winter vacation, the day before spring vacation and during summer vacation time.

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

25 8. TARDINESS

26 Employees are expected to be ready to begin work at the start of their assigned shift. Tardiness is being
 27 late for work at the time established for the start of a unit member's shift. Clocking in at the time clock after the
 28 unit member's established start time which is established by the District and provided in writing to the unit
 29 member on a notice of appointment, constitutes tardiness. Except for unforeseen emergencies, employees are
 30 required to notify the supervisor of late arrival prior to the beginning of the shift or established work period.

1 The immediate supervisor shall meet with the unit members after three (3) occasions for being tardy in
2 excess of ten (10) minutes to discuss any apparent chronic tardiness before initiating disciplinary action. The
3 progressive disciplinary process for any permanent unit member in violation of this policy shall occur annually,
4 between July 1st and June 30th. Otherwise, the progressive disciplinary process shall restart at the beginning of
5 the succeeding school year. This does not preclude the District from meeting with unit members to discuss
6 chronic tardiness that are less than ten (10) minutes. Furthermore, this does not restrict the District from
7 imposing progressive discipline on a unit member for extraneous incidents of tardiness in which the employee
8 has failed to notify the immediate supervisor.

9 Progressive disciplinary action for chronic tardiness is defined as follows: (a) verbal warning after the
10 third (3rd) occasion; (b) written warning after the fifth (5th) occasion; (c) written warning to personnel file after
11 the seventh (7th) occasion; (d) recommendation of suspension without pay to the Board of Trustees after ninth
12 (9th) occasion; (e) recommendation for termination to the Board of Trustees after the tenth (10th) occasion. This
13 progressive discipline action shall not be applicable to new probationary employees hired by the District. At any
14 time, prior to the probationary expiration period, the Superintendent or designee may, at his/her discretion,
15 dismiss a newly hired classified employee from District employment.

16 9. Effective July 1, 2024 all eleven (11) month work schedules will begin their work calendar year August
17 1st and end June 30th of each year, there will be no loss of the total annual base salary in any fiscal year.

ARTICLE 20 - SAFETY

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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 a 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.

1 **ARTICLE 21 - TRANSFERS**

2
3 Transfer is defined as a reassignment of an employee from one work location to another within the
4 same classification and at the same salary rate. The District has the right to assign and transfer employees from
5 one area, building facility or location to another to meet the District’s business needs, or for remedial purposes
6 or where legally required. Transfers shall not be punitive, arbitrary or capricious.

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

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

- 25 1. Reason for request will be provided.
26 2. Transfers are only to lateral vacant positions.
27 3. Requester will inform immediate supervisor.
28 4. Request is submitted by requester to Human Resources (HR).
29 5. HR will inform the requester of the determination via the requesting form.
30 6. HR will determine date of transfer after consulting with both supervisors.
31 7. If granted a transfer, no voluntary transfer will be allowed for one (1) year.
32 8. Requests do not guarantee automatic approvals or transfers.

1 9. If more than one transfer request is received for a vacant position and all are acceptable
2 transfers, the employee with the most seniority will be granted the transfer.

3
4 Employees on vacation or extended leave who wish to be notified of vacancies shall so notify the District
5 in writing, indicating the appropriate address to which a job vacancy announcement should be sent. The District
6 may choose to fill the vacancy by selecting the most qualified applicant; if the District is not satisfied with the
7 quality of internal applicant(s) it may recruit from outside the District and/or repost the position.

1 **ARTICLE 22 - PERSONNEL FILES**

2
3 Materials in personnel files of employees, which may serve as a basis for affecting the status of their
4 employment, are to be made available for the inspection of the person involved.

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

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

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

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

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

ARTICLE 23 - 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

1 indicate agreement with the contents.” If the employee does not sign the evaluation, the evaluator shall notate
2 that with the date and time of refusal and then provide a copy to the member. Evaluations shall not be used to
3 initiate discipline. However, the evaluation may be used as supporting evidence in any discipline proceedings.

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

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

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

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

1 **ARTICLE 24 - GRIEVANCE PROCEDURE**

2
3 **DEFINITIONS**

4 A "Grievance" is an allegation by a unit member or the Association that he/she/it has been adversely
5 affected by an alleged violation or misinterpretation of the specific provisions of this Agreement. Actions to
6 challenge or change the policies of the District as set forth in the Rules and Regulations or Administrative
7 Regulations and Procedures must be undertaken under separate legal processes. Other matters for which a
8 specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees, or by the
9 Administrative Regulations and Procedures of this District are specifically excluded from the scope of this
10 procedure. These latter include, but are not limited to, disciplinary and dismissal procedures, OSHA claims,
11 and/or discrimination cases subject to jurisdiction of such agencies as HEW, DFEH, EEOC, and Department of
12 Labor.

13 A "Day" is a day upon which unit members are regularly scheduled to work.

14 The "Immediate Supervisor" is the lowest level member of Classified Management having immediate
15 jurisdiction over the grievant.

16
17 **GENERAL**

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

22
23 **GRIEVANCE STEPS**

24 **A. INFORMAL STEP**

25 Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an
26 informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of
27 a written grievance in the event the conference does not resolve the problem, must take place within the
28 applicable time limits as outlined in Step 1 below.

29 **B. STEP I - Immediate Supervisor**

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

34 The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s)
35 of the Agreement allegedly involved, and the specific remedy requested.

1 The immediate supervisor shall communicate a written decision to the employee within ten (10) days
2 after receiving the grievance. Within the above time limits, either party may request a personal conference with
3 the other party.

4 C. STEP II - ASSISTANT SUPERINTENDENT FOR PERSONNEL

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

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

14 D. STEP III – MEDIATION

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

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

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

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

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

31 E. STEP IV

32 If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant may, within
33 ten (10) days after the mediation conference closes, request in writing that the Association submit the grievance

1 to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within
2 fifteen (15) days after receipt of such request from the grievant, the Association by written notice to the
3 Superintendent may elect to submit the grievance to binding arbitration.

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

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

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

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

19
20 MISCELLANEOUS

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

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

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

30 (2) Twenty-four (24) hours prior to release from duties for grievance processing the
31 designated representative must inform the immediate supervisor in order that substitute service may be
32 obtained, if such is necessary.

1 (3) That time off shall be limited solely to one (1) designee representing a grievant, and the
2 grievant, in a conference with a management person; and

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

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

7 D. If a grievance arises from action or inaction on the part of management above the level of the
8 grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in
9 writing to the Assistant Superintendent for Personnel or his/her designee. Nothing herein shall prevent or
10 preclude the grievant from attempting to resolve the grievance through an informal conference with his
11 immediate supervisor subject to applicable time limits.

1 **ARTICLE 25 - NO STRIKE – NO LOCKOUT**

2
3 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in
4 connection therewith, or refusal or failure fully and faithfully to perform all functions and responsibilities, or
5 other interference in connection with the above-listed activities with the operations of the District by the
6 Association or by its officers, agents, or members during the term of this Agreement, including compliance with
7 the request of other labor organizations to engage in such activity.

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

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

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

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

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

1 **ARTICLE 26 - HEALTH and WELFARE BENEFITS**

2
3 Health and Welfare Benefits

4 The District and Association agree that effective October 1, 2005 the District shall
5 contract with Southern California Voluntary Employees Benefit Association (“VEBA”) to provide and administer
6 medical insurance programs for the benefit of the District and its eligible employees regardless of whether such
7 employees are represented or not. The District and Association agree that effective January 1, 2019 the District
8 shall contract with Controlling Insurance Costs in California Schools (CICCS) to provide and administer dental,
9 vision and life insurance. The parties agree that the provisions of Agreements with VEBA and CICCS shall prevail
10 except to the extent that the parties retain the full and exclusive rights to meeting and negotiating over the
11 issues of District contributions and participation in VEBA and/or CICCS and withdrawal there from.

12 Effective January 1, of every school year, the District shall make adjustments to the employer
13 contributions tenthly toward the payment of premiums for eligible employees enrolled in the District health
14 insurance programs. The member’s contribution to the health insurance program will be the difference in the
15 cost of premiums minus the employer’s contribution at any given coverage year. A coverage year is from
16 January 1 through December 31 every year. For January 1, 2024 the following employers’ contribution is as
17 follows:

18 <u>PLAN</u>	19	20 <u>AMOUNT</u>
21 <u>UnitedHealthCare (HMO)</u>		
22 Single		23 <u>\$934.00</u>
24 Two Party		25 <u>\$1554.56</u>
26 Family		27 <u>\$2180.56</u>
28 <u>UnitedHealthCare (PPO)</u>		
29 Single		30 \$872.00
31 Two Party		32 \$1459.01
33 Family		34 \$2057.76
35 <u>UHC Signature Value Harmony 10</u>		
36 Single		37 <u>\$827.00</u>
38 Two Party		39 <u>\$1373.55</u>
40 Family		41 <u>\$1928.60</u>

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UHC Journey Harmony HMO

Single		<u>\$691.00</u>
Two Party		<u>\$1112.60</u>
Family		<u>\$1549.85</u>

Kaiser (HMO)

Single		<u>\$981.00</u>
Two Party		<u>\$1627.01</u>
Family		<u>\$2292.16</u>

Delta PPO Dental (Low)

Single	Up to	<u>\$47.82</u>
Two Party	Up to	<u>\$87.01</u>
Family	Up to	<u>\$132.73</u>

Delta PPO Dental (High)

Single	Up to	<u>\$47.82</u>
Two Party	Up to	<u>\$87.01</u>
Family	Up to	<u>\$132.73</u>

Delta HMO Dental

Single	Up to	\$22.56
Two Party	Up to	\$37.20
Family	Up to	\$55.04

VSP (\$10.00 Deductible)

Family		<u>\$24.16</u>
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1 B. For unit members who retire prior to December 31, 2010, the District shall continue to
2 contribute the then current District required contribution toward the payment of premiums for group health
3 insurance for the retiree and dependent spouse until the earlier of the following:

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

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

9 It is agreed and understood that dependent spousal coverage applies only to dependent spouses who
10 are covered at the time of the employee's retirement; it is also agreed and understood that dependent spousal
11 coverage terminates when the retiree's coverage terminates.

12

1 **ARTICLE 27 - WAGES AND COMPENSATION**

2
3 1. REGULAR RATE OF PAY:

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

7 B. 2023-2024 classified salary schedule shall be increased by 8.22% eight point twenty two
8 percent on-salary schedule effective July 1, 2023.

9 In the event that any more favorable total compensation increase is negotiated with any other
10 employee group, the compensation increase(s) shall apply equally to CSEA Chapter 11.
11

12 2. INITIAL HIRING PLACEMENT

13 Newly hired unit members will be given step (experience) credit for out-of-district
14 experience which is comparable to the job specification of the position. Allowable credit shall
15 be one (1) year of District step placement for each year of comparable out-of-district
16 experience not to exceed five (5) years.
17

18 3. ANNIVERSARY AND LONGEVITY (TOTAL SERVICE CREDIT)

19 Anniversary/longevity pay shall be effective based upon the employee's date of
20 completing the requisite number of years, computed as follows: An employee whose
21 anniversary date falls during the period of July 1 through December 31 shall receive the
22 longevity increment effective July 1 of the year in which the requisite number of years is
23 completed; an employee whose anniversary date falls during the period January 1 through June
24 30 shall receive the longevity increment effective July 1 following completion of the requisite
25 number of years.

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

- 27 a. Eight (8) consecutive years of service credit with the District;

- 1 b. Eleven (11) consecutive years of service credit with the District
- 2 c. Fourteen (14) consecutive years of service credit with the District;
- 3 d. Seventeen (17) consecutive years of service credit with the District;
- 4 e. Twenty (20) consecutive years of service credit with the District.
- 5 f. Twenty-three (23) consecutive years of service credit with the District
- 6 g. Twenty-six (26) consecutive years of service credit with the District

7

8 4. PAYCHECKS

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

10

11 5. COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASSIFICATION:

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

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

21

22

23 6. MILEAGE

24 Unit members required and authorized to utilize their own vehicles on District business
25 shall be reimbursed for assigned and authorized travel at the then current IRS mileage
26 reimbursement rate per mile. Such mileage shall exclude travel from the employee's home to

1 his/her first work assignment and from the employee's last work assignment site to home,
2 except in the case of an emergency call-back or call-out.

3
4 7. EMERGENCY CALL BACK

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

9
10 8. RETROACTIVITY

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

14
15 9. RECLASSIFICATIONS

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

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

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

16 Any request considered by the Committee, regardless of its recommendation, may not
17 be resubmitted for at least two (2) years following the Committee's review, if such request
18 covered an entire classification or job family. The same two (2) year rule will apply to individual
19 requests, unless the individual presents to the Committee evidence of a material change in
20 duties and responsibilities since the prior review; in such cases the request may be resubmitted
21 after a one (1) year wait.

22 Subject to mutual approval the Committee may utilize an outside consultant in
23 connection with specific reviews.

24 25 10. TEACHING CAREER INCENTIVE

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

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

- 1 2) The employee must earn and possess the required credential (excluding emergency or
- 2 provisional credentials);
- 3 3) The employee must be hired as a regular teacher in the comprehensive high school
- 4 program; and
- 5 4) Payment will be made upon conclusion of the first complete year of teaching in the
- 6 District.

7

8 11. PROFESSIONAL DEVELOPMENT

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

1 **ARTICLE 28 - UNIFORMS**

2
3 In the event the Board of Trustees requires the wearing of a distinctive uniform by unit members, the
4 cost of the purchase, lease or rental of such uniforms shall be borne by the District.

5 In addition, employees working in the following classifications, Gardener I, Warehouse Clerk/ Utility
6 Driver, Custodian II, Driver III-Food Services, Custodial, Maintenance and Repair (District), Grounds
7 Equipment Operator, Gardener II, Maintenance Worker I, Maintenance Worker II, Painter, Lead
8 Groundskeeper, Electrician, Heating, Ventilation & Air Cond. Tech., Plumber and Vehicle Mechanic, that
9 require special shoes, are eligible for a voucher for additional non-uniform expenses. The yearly voucher for
10 actual expenses will be given as follows:

- 11 • Maintenance and Operations Unit Members listed above,
 - 12 ○ A voucher not to exceed \$150 for safety toe shoes

13
14 If the need for personal safety shoes is identified, the employee agrees to wear the identified safety shoes to
15 perform their job responsibilities.

1 **ARTICLE 29 - PROMOTION**

2
3 The District’s Superintendent is responsible for making recommendations to the Board of
4 Trustees concerning promotions. The Superintendent or designee shall develop selection procedures
5 that identify the best possible candidate for each position based on screening processes, interviews,
6 observations, and recommendations from previous employers. The District shall encourage, where
7 appropriate, the concept of promoting qualified bargaining unit applicants. For promotions from one
8 bargaining unit position to another, the District shall interview qualified bargaining unit applicants prior
9 to external candidates. Such interviews shall only take place when there are sufficient numbers of
10 internal candidates as determined by the District. Before the District considers external candidates as
11 applicants for vacancies, the District will review the qualifications of classified District employees who
12 apply for the vacancies.

13
14 Qualified shall mean:

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

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

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

1 If a situation occurs in which the unit member is not placed in a position that is a close match to the
2 position that was eliminated AND the employee held a permanent position in another classification, the
3 following steps will occur:

4 1. Move into a vacancy in the same classification with equal or greater hours;

5 2. If there is no vacancy in the same classification, then displace a less senior employee in the same
6 classification with equal or greater number of hours;

7 3. If a position with equal or greater number of hours within the classification does not exist,
8 displace a less senior employee with the closest number of hours to the eliminated position (i.e., best match to
9 current status within the same classification);

10 4. Move into a vacancy in any class in which they meet minimum qualifications;

11 Any permanent employee laid off or displaced who has no displacement rights within his/her same
12 classification shall have the right to either accept layoff or to displace the last hired employee with less seniority
13 in any classification that the employee previously held as a regular permanent employee.

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

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

18
19 **Seniority List:**

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

25
26 **Re-Employment Rights:**

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

31 Any permanent employee who accepts layoff shall have re-employment rights for 39 months to any
32 vacancy being filled that they have held as a regular permanent employee.

1 A laid off permanent employee shall have re-employment rights over all other candidates for any
2 vacancy in an equal or lower classification being filled for which they possess the abilities and skills as shown on
3 the job posting and can pass any required qualifying examinations for a period of 12 months

4
5 **Notification of Re-employment Openings:**

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

9
10 **Employee Notification to District:**

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

18
19 **Reversion Rights/Permanent Employees:**

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

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

27 Thus, he/she may displace any less senior worker in any classification in which the returning worker has
28 previously earned seniority.

ARTICLE 31 - COMPLETE UNDERSTANDING

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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.

ARTICLE 32 - SAVINGS

1
2 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction,
3 such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other
4 provisions will continue in full force and effect. The parties shall meet not later than twenty (20) days after such
5 written decision by a court or tribunal to negotiate on the provision or provisions affected.

1 **ARTICLE 33 - CSEA DISCIPLINARY ACTION**

2
3 **I. Disciplinary Action**

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

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

10 **Permanent/Probationary**

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

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

14 **II. Progressive Discipline**

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

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

22
23 Verbal counseling/warnings and written warnings/reprimands shall not be subject to the grievance procedure.
24
25

26 **III. Causes for Disciplinary Action**

27
28 Cause for disciplinary action, up to and including dismissal, shall include, but not be limited to, the following:

- 29 1. Falsifying any information supplied to the District including, but not limited to, information
30 submitted in application forms, employment records, or any other District record.
31 2. Neglect of duty.
32 3. Insubordination.
33 4. Dishonesty.

- 1 5. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause
- 2 any detrimental effect upon the employee or upon employees associated with him/her.
- 3 6. Possessing or being under the influence of a controlled substance at work or furnishing a
- 4 controlled substance to a minor.
- 5 7. Conviction of a felony, conviction of any sex offense or controlled substance offense made
- 6 relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to
- 7 adversely affect the employee's ability to perform the duties, and responsibilities of his/her
- 8 position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is
- 9 deemed to be a conviction for this purpose.
- 10 8. Abuse of leave privileges, absence without leave or failure to report an absence.
- 11 9. Discourteous treatment of the public, students, or other employees while on duty.
- 12 10. Willful disobedience.
- 13 11. Misuse of district property, including converting District property and/or time to personal use.
- 14 12. Violation of district, Board or departmental rule, policy, or procedure.
- 15 13. Failure to possess or keep in effect any license, certificate, or other similar requirement
- 16 specified in the employee's class specification or otherwise necessary for the employee to
- 17 perform the duties of the position.
- 18 14. Refusal to take and subscribe any oath or affirmation, which is required by law in connection
- 19 with his/her employment.
- 20 15. Unlawful discrimination, including harassment, on the basis of race, religious creed, color,
- 21 national origin, ancestry, physical handicap, marital status, sex, or age against the public or
- 22 other employees while acting in the capacity of a District employee.
- 23 16. Unlawful retaliation against any other District officer or employee or member of the public who,
- 24 in good faith, reports, discloses, divulges, or otherwise brings to the attention of any
- 25 appropriate authority any information relative to an actual or suspected violation of state or
- 26 federal law occurring on the job or directly related thereto.

27 **IV. Disciplinary Procedure**

28 Progressive Discipline

29
30 It is intended that discipline shall be progressive as described above in Section II and to the extent
31 permitted by individual circumstances.

32 Suspension without Pay of Five Days or Less

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

5
6 The Assistant Superintendent of Human Resources shall issue a written decision within ten (10) working
7 days of the hearing. The employee may file a written appeal regarding the suspension without pay to the
8 Superintendent. The Superintendent's decision shall be final and binding.

9
10 Initiation and Notification of Charges

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

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

25
26 Right to Appeal

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

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

1 Immediate Suspension

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

8 Administrative Leave

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

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

15 Hearing Procedures

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

22 The hearing shall be held at the earliest convenient date, taking into consideration the established
23 schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be
24 notified of the time and place of the hearing. The unit member shall be entitled to a public hearing in closed
25 session if he/she demands it when the Board is hearing the appeal. The District may also be represented by
26 counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code section
27 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing
28 officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not
29 invalidate any order or decision made or approved by the hearing office or the Board. The hearing officer or the
30 Board shall determine whether the parties are to file closing briefs.

1 If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that shall
2 be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed
3 by the Board and furnished to each party within 20 days after the date of the hearing. The Board may:

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

7
8 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and
9 the Board may decide the case upon the record including the transcript, with or without the taking of additional
10 evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is
11 assigned to a hearing office, he/she shall prepare a proposed decision, as described above, upon the additional
12 evidence and the transcript and other papers, which are part of the record of the prior hearing.

13 Hearing Decision

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

16 The decision of the Board shall be certified to the Superintendent or designee who recommended the
17 disciplinary action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to
18 the unit member or his/her designated representative personally or by registered mail. The decision of the
19 Board shall be final.

1 **ARTICLE 34 - TERM OF AGREEMENT AND RE-OPENER**

2
3 Except where otherwise specifically provided, this Agreement shall be effective after CSEA Chapter 11
4 ratification and upon the date of Board ratification. This agreement shall remain in full force and effect through
5 June 30, 2025.

6 Initial proposals may be submitted as follows: no earlier than February 1, 2023 and no later than March
7 30, 2023, the District and the CSEA each by written request may open negotiations for the 2023-2024 school
8 year on wages and fringe benefits, as well as two Articles each (two from CSEA and two from the District).

9 No earlier than February 1, 2024 and no later than March 30, 2024, the District and the CSEA each by
10 written request my open negotiations for the 2024-2025 school year on wages, fringe benefits, as well as two
11 Articles each (two from CSEA and two from the District).

12 Within sixty (60) days following ratification and approval of this Agreement, the District shall publish a
13 complete agreement incorporating all changes mutually agreed to through the negotiations process from the
14 last publication to date. Within the same period of time, an electronic version will be uploaded to the District
15 website and provided to Chapter #11 via email. In addition, upon request the Chapter will be permitted to make
16 hard copies if needed.