

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WASHINGTON UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

RIVERVIEW CHAPTER #168



July 1, 2018 – June 30, 2021

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ARTICLE 1: DURATION, GENERAL PROVISIONS

- 1.1 Term of new Agreement beginning July 1, 2018 through June 30, 2021 with reopeners as follows:
 - 1.1.1 2018-2019: No reopeners.
 - 1.1.2 2019-2020: Two (2) for CSEA, Two (2) reopeners for WUSD. Openers may not include Article 18: Salary and Compensation or Article 19: Unit Member Benefits.
 - 1.1.3 2020-2021: Reopeners for successor negotiations.
- 1.2 For purposes of the Agreement, a day is defined to be a day in which the District Office is open unless otherwise specified.

ARTICLE 2: RECOGNITION

- 2.1 The District confirms CSEA and its Chapter 168 as the exclusive representative of the unit of classified employees certified by the Public Employment Relations Board and contained in Appendix A of this Agreement.
- 2.2 Changes in the approved unit will be accomplished subject to existing Public Employment Relations Board regulations.

ARTICLE 3: NEGOTIATION PROCEDURES

- 3.1 No later than October 30 of each contract year, the Association shall submit its re-openers proposals to the District for re-openers, per Section 1.1 above.
- 3.2 No later than sixty (60) calendar days following receipt of the Association proposals, the District shall meet and negotiate with the Association.
- 3.3 The District and the Association shall identify and utilize representatives of their own choice, and each shall take the responsibility for their team.
- 3.4 The Association shall designate five (5) representatives who shall receive a reasonable amount of release time without loss of compensation when meeting and negotiating.

ARTICLE 4: JOB REPRESENTATIVES

- 4.1 The Association shall have the right to designate one (1) Job Representative and one (1) alternate Job Representative at each job site. (Intent is to have an alternate available when regular Job Representative is absent.)
- 4.2 By February 1, CSEA will provide the District with a list of Job Representatives and Alternate Job Representatives. The Association will notify the District as changes occur.
- 4.3 Job Representatives (or Alternate in the absence of a Job Representative) shall be granted release time for the presentation of grievances.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 General Provisions

A grievance is a written statement by a unit member or the Association on District approved forms which states sufficient facts to constitute a prima facie violation of an express term of this agreement.

5.1.1 Before filing a formal written grievance, the grievant shall attempt to resolve the issue by means of a preliminary conference with his/her immediate supervisor. The grievant may, at his/her request, be accompanied by a representative of the Association at this conference.

5.1.2 The respondent in all cases shall be the District. Except as authorized by the District, the filing or tendency of a grievance shall not delay or interfere with the implementation of any District action or work.

5.1.3 When the Association is the grievant, it will name a unit member adversely affected by the alleged violation for Level I and Level II conferences, and such member shall attend conferences unless the District and Association determine it unnecessary.

The formal grievance shall be initiated in writing on the Grievance form (see attached appendices G and H) or as otherwise set out in writing in the following format attached to the grievance form:

- A. Grievant's name and work location;
- B. Grievant's work function;
- C. The date and the discussion of the informal conference with the supervisor;
- D. The date the grievance is delivered to Human Resources Department;
- E. The provision(s) of the Agreement alleged to have been violated;
- F. The circumstances of the grievance (a concise statement of the fact constituting the alleged violation with dates, names and places as appropriate); and
- G. The remedy sought.

An electronic copy of the district approved forms will be maintained on the District website.

5.2 Level I

5.2.1 Within fifteen (15) days of the occurrence giving rise to the grievance, the grievant or the Association will submit the grievance on the appropriate form to the Personnel Office.

5.2.2 The grievance shall include a statement of the occurrence, the provision(s) of the Agreement which have been violated, the specific remedy sought, and the decision made by the immediate supervisor, if any.

- 5.2.3 Either party shall be entitled to a personal conference upon request.
- 5.2.4 The Personnel Administrator or appropriate administrator shall submit a written decision to the grievant within fifteen (15) days after receipt of the grievance by the Personnel Department.
- 5.2.5 When a unit member is the grievant, a copy of the written decision shall be forwarded to the Association.
- 5.2.6 Provided that all filings remain a permanent part of the grievant record, the grievance may be amended prior to Level II to state replacement or additional areas of the Agreement allegedly violated. If the grievance is amended, the District may, at its option, extend the timelines at Level I to reconsider its response.

5.3 Level II

- 5.3.1 In the event the grievant is not satisfied with the decision at Level I, the grievant or the Association may appeal the decision to the Superintendent or designee, in writing, within fifteen (15) days of the termination of Level I. The appeal must be date-stamped to verify filing time.
- 5.3.2 Either party shall be entitled to a personal conference, upon request, prior to the written Level II decision.
- 5.3.3 All decisions shall be in writing and communicated to the grievant or the Association within fifteen (15) days of receipt of the appeal, or ten (10) days of the personal conference, whichever occurs latest.

5.4 Level III

- 5.4.1 If the grievant is not satisfied with the decision at Level II, the Association may within fifteen (15) days, submit a request in writing to the Superintendent for arbitration of the dispute. The appeal must be date-stamped to verify filing time. The grievant and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The order of striking shall be determined by lot.
- 5.4.2 The fees and expenses of the arbitrator in the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 5.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 5.4.4 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

- 5.4.5 As soon as possible after the hearing, the arbitrator shall submit in writing to all parties a final and binding award.
- 5.4.6 The exercise by the District of its responsibility referred to in Article 8, (District Rights) shall not be subject to this procedure.

5.5 Miscellaneous Provisions

- 5.5.1 The grievant may be accompanied by a representative of the Association at all levels of this process.
- 5.5.2 A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention by the Association prior to arbitration so long as the adjustment is not inconsistent with the terms of this Agreement and the Association is provided a copy of any resolution.
- 5.5.3 If a unit member elects to represent himself/herself at any step in this process, the Association will be relieved of any further obligation in this process.
- 5.5.4 If the District and the Association agree that the grievance has District-wide implications, the grievance will be filed at Level II.
- 5.5.5 The District and the Association will make every effort not to disrupt District work tasks and reasonable release time will be granted to grievants, representatives and necessary witnesses for the presentation of grievances.

ARTICLE 6: TRANSFERS

- 6.1 A transfer is a move within the same classification from one site or location to another or one shift to another.
 - 6.1.1 If a program, school or work site is moved from one site to another, this shall not be considered a transfer and all unit members assigned to the program, school or work site shall be moved with the program, school or work site. Any change in the number of positions resulting in vacancies or involuntary transfers/layoffs shall be implemented only after accounting for the movement of unit members to the new site.
- 6.2 Employee-Initiated Transfers
 - 6.2.1 An employee-initiated transfer shall be defined as a transfer which is initiated by a permanent employee. Whenever feasible, transfers shall become effective ten (10) working days following the completion of the selection.
 - 6.2.2 Any eligible member of the bargaining unit may submit a request for transfer involving an equal, greater or lesser number of hours to another shift, site or location within their current classification or related lower classification. Such request for transfer shall be made in writing to the Human Resources Department.

- 6.2.3 When a new position is created in a class, or when an existing position becomes vacant, the District shall post the vacancy at all work sites for at least five (5) days as open for transfer applications only. The vacancy notice shall include the job title, a brief description of the position, duties, minimum qualifications and any special skills or qualifications requested, hours, shift, salary range, the deadline for applications and whether interviews are involved. The District shall interview internal transfer applicants prior to posting vacancies for promotion and external candidates.
- 6.2.3.1 If only one employee requests the transfer during the five (5) day period, the District shall transfer that employee provided that the employee is permanent, has satisfactory attendance as defined by Article 13.4.13, and the last written evaluation is rated overall as Effective / Meets Standards. For the purposes of transfer, if a permanent unit member did not receive an evaluation within the previous two (2) years, his/her performance shall be deemed Effective / Meets Standards. If no employee requests a transfer into the new or vacant position, the District may post vacancies for promotion and external candidates.
- 6.2.3.2 If two or more unit members request to transfer into the new or vacant position, the following criteria, in descending order of priority, shall serve as the basis for determining who shall receive the transfer:
- 6.2.3.2.1 Prior written evaluations
 - 6.2.3.2.2 Prior experience in the vacant shift
 - 6.2.3.2.3 Operational interests of the District
 - 6.2.3.2.4 Should the above be equal, then Seniority with the District, as defined in Article 20.2.2, shall be the determining factor
- 6.2.4 If no transfer applicants are selected, the District may post vacancies for promotion and external candidates.
- 6.2.5 Should two or more transfer applicants be deemed equal based upon the criteria, then seniority with the District as defined in Article 20.2.2 shall be the determining factor. If two or more employees are tied in seniority, the determination shall be made by drawing lots. The CSEA President, a CSEA representative, and the District shall be present at the drawing.
- 6.2.6 An employee may transfer no more than once in two (2) school years without mutual consent of the District and CSEA.
- 6.2.7 Any employee whose transfer request is not granted may request that he/she be given the reasons, in writing, for the decision.
- 6.2.8 Employees transferred into a new site, location, or shift will be subject to a trial period of 45 days during which the employee is at work and providing services to the District. The employee may be returned to their original position by the District based upon exhibited performance in the new position and / or absenteeism as defined in Article 13.4.13. An unsuccessful trial period counts as an Employee-Initiated Transfer.

6.3 District-Initiated Transfers

- 6.3.1 A district-initiated transfer shall be defined as one which is initiated by the District.
- 6.3.2 The District may transfer employees at any time such transfer shall (a) promote the District's efficient operation and/or (b) the District determines such transfer is in the best interests of the employee(s) involved.
 - 6.3.2.1 Temporary assignments shall not be made for longer than sixty (60) working days unless mutually agreed to in writing by the unit member and the District.
 - 6.3.2.2 Whenever feasible, unit members shall be given at least ten (10) work days advance notice prior to the effective date of the transfer.
- 6.3.3 If the reason for the transfer is 6.3.2 (a), the District will first seek a volunteer(s). If no one volunteers, the District will transfer the least senior employee in the job class on the same work calendar at the affected program, school or work site. No unit member will receive a district initiated transfer more than one (1) time within a period of three (3) school years except for reason of excess staff at a program, school or worksite or bumping in a layoff.
- 6.3.4 When a vacant position is to be filled by a District initiated transfer in lieu of posting for transfers, the District shall send a written notice to the CSEA President prior to implementation explaining the circumstances of the transfer.
- 6.3.5 No vacancy is required to initiate a District initiated transfer. The District shall initially seek a volunteer to switch positions. If no volunteer exists, the second unit member being transferred shall have a priority voluntary transfer right for the first position he/she applies for during the next school year after the transfer. Such right shall expire at the end of the next school year if not utilized.
- 6.3.6 If requested by the unit member, a meeting shall be held with a Human Resources Administrator prior to implementing the transfer. At such meeting, the unit member shall be notified of the reason(s) and be given an opportunity for representation by CSEA.

ARTICLE 7: EVALUATIONS

- 7.1 Probationary unit members shall be evaluated in writing at least twice during the seven (7) calendar month probationary period. The month of July will be counted as part of the seven (7) month calculation for eleven (11) and twelve (12) month employees only. The first evaluation shall be provided within the first three (3) months of the probationary period. The second evaluation shall be provided within the first six (6) months of the probationary period. If at least one evaluation is not provided within the first six (6) months the employee will have permanent status.
- 7.2 Permanent unit members may be evaluated in writing each year on or before June 30 using the Performance Evaluation Report (PER) form. The Human Resources Department shall provide each evaluator with a list of permanent unit members scheduled

for evaluation every year. The Human Resources Department will provide each permanent unit member the name of their evaluator on or before September 30 of each year. If a permanent unit member scheduled for evaluation does not receive an evaluation, his/her performance shall be deemed Effective / Meets Standards for the evaluation period. District retains the right to evaluate staff on an every other year cycle and will notify staff of this change on or before September 30 of each year.

7.3 The PER shall be reviewed with the unit member and the evaluator will make suggestions for improvement, if appropriate. When appropriate, the supervisor will have held an informal discussion regarding unacceptable work performance prior to rating the employee as requires improvement or not satisfactory in section 'A' of the PER.

7.3.1 Both the evaluator and the unit member shall sign the PER, but the signature of the unit member merely indicates receipt.

7.3.2 The PER will be placed in each unit member's personnel file ten (10) days after the evaluator has presented it to him/her. A unit member may respond to the PER with his/her own written comments and have them attached before or after the PER has been placed in the personnel file.

7.3.3 The employee's PER review shall take place during normal business hours and the employee shall be released from duties for this purpose without salary reduction.

7.4 All evaluation materials placed in a unit member's personnel file will be signed and dated. If the employee chooses not to sign his/her evaluation, the supervisor will indicate on the evaluation form. This refusal will be verified with the Human Resources Department.

7.5 Except in cases where there is substantial evidence of malice the judgment of the evaluator shall not be subject to the grievance procedure (Article 5) of this Agreement, but a unit member may request a Human Resources Administrator to review any part of the evaluation according to the following:

7.5.1 If the unit member believes a rating is improper, the unit member should discuss it with the evaluator. If still not satisfied, the unit member should sign the PER and indicate a conference is desired with a Human Resources Administrator.

7.5.2 Within fifteen (15) days after the unit member is given a copy of the performance rating, a unit member who wishes to discuss it with a Human Resources Administrator should prepare a written request as follows:

7.5.2.1 Identify the PER by stating the date of the PER and the evaluator

7.5.2.2 Specify the ratings that are improper

7.5.2.3 Recommend changes with facts substantiating such recommendation

7.5.2.4 Retain one copy of written request and forward one copy to the Human Resources Department

- 7.5.3 Upon receipt of the request, a Human Resources Administrator will either sustain or change the PER in writing within forty-five (45) days. In case of a change in the PER, a copy shall be included in the decision.
- 7.5.4 If the decision of a Human Resources Administrator is not acceptable to the unit member, he/she may appeal to the Superintendent. Such appeal shall be in the same manner as in Section 7.5.2.
- 7.6 A Performance Improvement Plan (PIP) shall be provided no later than ten (10) days at any time during the year after the supervisor has held an informal discussion with the unit member about unacceptable work performance. A Performance Improvement Plan (PIP) is intended to be “corrective”. Notwithstanding the regular evaluation cycle, a PIP may be used when appropriate and at the discretion of the supervisor to address tardiness, absenteeism, or inappropriate conduct, but is not part of the progressive discipline procedure.
- 7.7 Permanent personnel files for unit members shall be maintained at the District Office and shall be accessible to unit members at reasonable times and by appointment only. The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district.
- 7.8 Evaluation or performance material will be placed in a unit member’s personnel file ten (10) days after it has been presented to him/her. A unit member may respond by providing his/her own written comments and having them attached before or after the material has been placed in the personnel file.

ARTICLE 8: DISTRICT RIGHTS

- 8.1 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 and 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; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.
- 8.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations 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 the contract, and then only to the extent such specific and express terms are in conformance with law.
- 8.3 The District retains its right to temporarily amend, modify or rescind provisions and practices referred to herein in cases of emergency, and only for the duration of said

emergency. The District shall make a good faith effort to consult with the Association prior to the declaration of an emergency as provided herein. The determination of whether or not an emergency exists is within the discretion of the Board, however such discretion shall not be exercised in a manner that is arbitrary, capricious or discriminatory and said exercise may be subject to review by a court of competent jurisdiction at the option and initiation of the Association.

- 8.4 Any dispute arising out of, or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in Article 5, unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 9: ORGANIZATIONAL RIGHTS

- 9.1 The Association shall have the following rights in addition to the specific rights guaranteed by any other portion of this Agreement.
- 9.2 The right to access at reasonable times to areas in which unit members work, provided that such access does not interfere with a unit member's execution of assigned District duties and also provided that the Association representative gives notice to the immediate supervisor that he/she wishes to transact Association business on the job site.
- 9.3 The right to use without charge institutional bulletin boards, mailboxes and the use of the school mail system for the posting or transmission of information or notices concerning Association matters. The Association shall not use the provisions of this section to transmit or post notices that defame or ridicule the Board or its agents, nor shall the Association use such provisions to present a partisan point of view in a local elective process in which the District is a party without the mutual consent of the District. The Association shall provide the Superintendent with a copy of notices or bulletins of a general nature at the approximate time of posting or distributing.
- 9.4 The right to use without charge institutional facilities, equipment and buildings under Civic Center Act provisions, at reasonable times when not otherwise in use.
- 9.5 The right to be supplied annually with a complete roster of all bargaining unit members.
- 9.6 The right to be supplied annually, on September 1, with seniority lists for all classifications in the bargaining unit, commencing September 1987.
- 9.7 Upon written request, the right to receive a copy of any public budget or financial material.
- 9.8 The right to review non-confidential written material of the District that is reasonably related to the Association's role as the exclusive bargaining representative of the unit of employees covered by the Agreement.
- 9.9 Within thirty (30) days after the effective date of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the approximate time of employment.

- 9.10 The District and the Association agree that from time to time, officers and job representatives of the Association require release time to process grievances, respond to employer-employee initiated problem-solving meetings, attend negotiations meetings and attend CSEA annual conference.
- 9.11 For purposes of release time, the number of CSEA representatives assisting a grievant in presenting a grievance or accompanying an employee to employer-employee initiated problem-solving meetings will be restricted to those immediately necessary, normally not to exceed one.
- 9.11.1 The party calling the meeting shall provide the other party with reasonable prior notice of the purpose of the meeting, any information specified in Article 5.2.2 (if applicable) and any other relevant information that may reasonably be requested by the other party.
- 9.12 CSEA representatives will comply with the notice and access time provisions of 9.2.
- 9.13 For purposes of release time, no more than two ad hoc representatives may be present at a grievance or unfair hearing (ad hoc means not appearing as a witness on the date of the hearing).
- 9.14 Employees contacting CSEA representatives with problems will be advised to discuss those problems on non-assigned time or at a time when release time has been granted.
- 9.15 In consideration and contingent upon CSEA's willingness to comply with the above provisions, the District agrees to grant reasonable release time as otherwise specified in the Agreement and as reasonably required for the performance of those tasks listed in section 9.10 above.
- 9.16 CSEA may appoint two (2) members to any joint calendar committee established to develop a school year calendar.

ARTICLE 10: ORGANIZATIONAL SECURITY AND DUES DEDUCTION

- 10.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary checks of the unit member each month for ten (10) months. Deductions for unit members who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.
- 10.2 Any unit member who is a member of the Association as of the effective day of this Agreement or who joins the Association during the term of this Agreement shall retain membership status for the duration of this Agreement unless the member is terminated.
- 10.3 Any unit member who is not a member of the Association as of the effective date of this Agreement may become an Association member or shall pay a representation fee. For purposes of this section, a unit member may use the deduction authorization procedures outlined in Section 10.1 above.

- 10.4 Pursuant to the authorization in Education Code 45168 (b), unit members not authorizing the payroll deduction for membership shall have the service fee deducted according to the schedule provided by CSEA. With respect to all sums deducted by the District pursuant to the authorization of the unit member, the District agrees promptly to remit such monies to the Association.
- 10.4.1 Should CSEA desire access to records of the District concerning unit member compliance with this Article, the District shall provide CSEA access to determine compliance.
- 10.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 10.5.1 The District shall provide new unit members with a printed copy of their collective bargaining agreement. The District may provide the option of a link to the CBA, in lieu of a printed copy, upon the employee request.
- 10.6 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs approved by the District to a reasonable maximum.
- 10.7 In any case in which the provisions of this Article are contested and it is necessary for the District to defend a position, engage legal counsel and incur expense in so doing, the Association agrees to provide the defense cost for the District.

ARTICLE 11: LEAVES

11.1 Sick Leave

- 11.1.1 A unit member is entitled to one (1) day of sick leave for each month of assigned service to be accumulated without limit.
- 11.1.1.1 Credit for sick leave need not be accrued prior to the taking of such leave by the unit member.
- 11.1.2 Unit members who are absent because of illness, accident or medical/related appointments which cannot be scheduled outside work hours shall receive their regular full pay for each day/period of such absence up to the number credited/accumulated at the time of the absence.
- 11.1.3 A unit member who is pregnant shall be entitled to use sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery. The length of the leave for maternity purposes shall be determined by the unit member and her physician. Additional days of leave, without pay, may be requested by the unit member under the provisions of Section 11.4, Personal Business Leave.
- 11.1.4 The District shall provide written notification to each unit member of the total number of earned/accumulated sick leave days for the current school year. Such notification shall be no later than October 1 of each year.

11.1.5 If there is cause to suspect sick leave abuse, the District will require a physician's verification after a unit member is absent for four (4) consecutive work days and not currently using an approved leave of absence.

11.2 Industrial Accident and Illness Leave

11.2.1 All unit members shall be eligible for industrial illness and accident leave. Such accident/illness must have arisen out of or in the course of employment and must be accepted as a bona fide illness/injury by the District's workers' compensation insurance carrier.

11.2.2 Allowable leave shall be for not less than sixty (60) days during which the schools are required to be in session or when the unit member otherwise would have been performing work for the District, in any one fiscal year for the same accident. Effective, July 1, 2003, if the absence is for industrial accident or illness leave, 100 day leave shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted. If the absence is for other than industrial accident or illness leave, employees will be placed on 100 day leave prior to the exhaustion of accumulated compensating time, vacation or other available paid leave unless the employee provides the District in writing a request for the exhaustion of the above leave prior to placement on 100 day leave.

11.2.2.1 If a unit member is out for ½ or less of contracted hours due to industrial accident leave usage entitlement, the unit member shall only have one-half of a day deducted from the unit member's I.A. leave entitlement.

11.2.2.2 If a unit member is out for more than ½ of contracted hours due to industrial accident usage entitlement, the unit member shall have a full day deducted from the unit member's I.A. leave entitlement.

11.2.3 Allowable leave shall not be accumulated from year to year.

11.2.4 The leave under this Section will commence on the first day of absence.

11.2.5 District salary payments when a unit member is absent due to industrial accident/illness shall, when added to temporary disability indemnity under appropriate sections of the Labor Code, equal not more than the unit member's regular salary payment. Regular mandatory and voluntary deductions shall be made from salary payments.

11.2.6 Upon termination of industrial accident/illness leave, the unit member shall be entitled to sick leave and/or extended illness leave. These leaves will commence on the date of termination of the industrial accident/illness leave.

11.2.6.1 Should the District continue to receive temporary disability indemnity for the unit member, the amount of sick leave deducted from the unit member shall be in proportion to the disability indemnity received.

11.2.7 Any unit member receiving benefits as a result of this Section shall, during the period of illness or injury, remain with the State of California unless the Board authorizes travel outside the State.

11.3 Bereavement Leave

11.3.1 Unit members shall be entitled to the use of up to three (3) days of fully paid leave of absence in the event of the death of any member of the immediate family, or up to five (5) days of leave if travel in excess of 200 miles one way is required. Such leave shall not be deducted from the member's sick leave.

11.3.2 For purposes of this leave, members of the immediate family are the mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative or registered person living in the immediate household of the unit member. If a unit member is compelled to take bereavement leave anyone not currently listed in this article they may seek additional bereavement leave days by submitting a written request to the Human Resources Administrator.

11.4 Personal Business Leave

11.4.1 The District may approve leaves of absence for personal business without pay upon the recommendation of the Superintendent. Such leaves may not exceed sixty (60) calendar days.

11.5 Family Illness Leave

11.5.1 Unit members may take up to three (3) days leave each year to care for a member of the immediate family. Such leave is not cumulative and is not to be deducted from the member's sick leave.

11.5.2 For purposes of this Section, members of the immediate family are as defined in Section 11.3.2.

11.6 Extended Illness Leave

11.6.1 Unit members shall each be credited, once a year, with not less than one hundred (100) working days of paid sick leave, and an additional number of days equivalent to the number of days allocated for that unit member's annual sick leave entitlement. For example, a 10-month unit member would have 110 days, a 12-month unit member 112 days. These days shall include the unit member's accumulated sick leave total. Those days earned or accumulated under Section 11.1 shall be compensated at full salary. The remaining days shall be compensated at no less than fifty percent (50%) of the unit member's regular salary. Such paid sick leave shall be exclusive of any other paid leave, holidays, vacation or compensating time to which the unit member may be entitled.

11.6.2 Unit members on extended leave shall continue to be provided with the full range of regular member fringe benefits as provided in the Agreement until such leave is exhausted.

11.6.3 Time spent on extended illness leave shall not be considered a break in service for seniority purposes or for advance on the salary schedule.

- 11.6.4 Members of the bargaining unit utilizing these extended illness leave provisions may return to regular service upon notification to the District of their intent to return.
- 11.6.5 If the District has cause to suspect abuse, the District may require a member's claim of disability be verified by a physician of the District's choice.

11.7 Jury, Court Witness and Voting Leave

- 11.7.1 The District must pay full salary for absence when the absence is caused as a result of jury duty. All monies received by the unit member for jury duty shall be reimbursed to the District except reimbursement of expenses.
- 11.7.2 If a member of the bargaining unit does not have sufficient time outside of working hours within which to vote in a State-wide election, the unit member may without loss of pay take off enough working time as when added to the voting time outside working hours enable the unit member to vote.
- 11.7.2.1 Time off without loss of pay is limited to a maximum of two (2) hours.
- 11.7.2.2 Unit members must give at least two (2) working days' notice that the above time off is required to enable the unit member to vote.

11.8 Personal Necessity

- 11.8.1 Members of the bargaining unit may use not more than seven (7) days of allowable sick leave in cases of personal necessity during one (1) school year, as limited by the following:
- 11.8.2 Prior approval is not required in cases of:
- 11.8.2.1 Death of a member of the immediate family, other relative including foster parents, step parents and close personal friends.
- 11.8.2.2 In case of accident, illness or injury involving the unit member's personal property, or the personal property of a member of the immediate family, other relative including foster parents, step parents and close personal friends.
- 11.8.2.3 In case of appearance in court as a responding litigant or as a witness under an official order. Unit members required by the District to appear as witnesses on District business shall not have the days deducted from personal necessity leave.
- 11.8.2.4 Unable, in an emergency situation, to reach the assigned place of duty because of circumstances totally beyond control so long as no more than one (1) work day is used for this purpose.
- 11.8.3 In instances where prior approval is not required the unit member shall complete the personal necessity form and submit it to the Personnel Office immediately upon return.
- 11.8.4 Immediate family as used in this Section shall include only those persons defined in Section 11.3.2.

- 11.8.5 Prior approval will be required in all other matters including attending to legal matters, or matters affecting the well-being of the unit member or a member of the immediate family. "Well-being" shall not include any of the following:
- 11.8.5.1 Attendance at, or participation in functions or activities which are primarily for the unit member's pleasure, amusement or personal convenience.
 - 11.8.5.2 Extension of holidays or vacation periods for personal convenience.
 - 11.8.5.3 Accompanying a spouse on a trip when such travel is not otherwise authorized by this Section.
 - 11.8.5.4 Seeking or engaging in remunerative employment.
 - 11.8.5.5 Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activity related to work stoppage, or political campaigning.
- 11.8.6 A unit member must also obtain prior approval to attend weddings or ceremonies honoring members of the immediate family.
- 11.8.7 Those unit members who have accumulated not fewer than 20 days of sick leave, effective July 1 of a fiscal year, may use one day annually for each twenty days of accumulated sick leave without providing reason. No days may be used as prohibited by Section 11.8.5.2 and 11.8.5.5. Prior notice shall be provided in accordance with District substitute procedures except in emergencies.
- 11.8.8 The unit member's request for use of personal necessity leave shall be submitted in triplicate on the appropriate District form and must be received by the Personnel office not less than three (3) working days prior to the desired absence.
- 11.8.9 Appeals to determinations made by the District shall go through the problem resolution procedure in District policy.
- 11.9 A unit member, while on unpaid long term leave, shall have the option to remain an active participant in the fringe benefit programs of the District by contributing the full amount of premium normally paid by the District for those who are actively employed. On paid long-term leaves, the District shall continue contributing the full amount of the premium(s).
- 11.10 Catastrophic Leave
- 11.10.1 The District and CSEA agree to create a classified employee catastrophic leave bank.
 - 11.10.2 The District shall have the responsibility of maintaining records of the Catastrophic Leave Bank. A joint District-CSEA committee, composed of two members appointed by CSEA and two members appointed by the Superintendent, will review requests, approve or deny the requests, and communicate its decisions, in writing, to the participants within ten (10) days (even if the decision is that the committee needs more information prior to final

decision). Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise determined in accordance with this article.

11.10.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of the Catastrophic Leave Bank participant.

11.10.4 The CSEA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria:

11.10.4.1 “Catastrophic illness” or “injury” means any illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Participants applying for an initial grant from the Leave Bank shall be required to submit to the Committee a doctor’s statement indicating the nature of the illness or injury and the probable length of absences from work. Members of the Committee shall keep information regarding the nature of the illness confidential. The District may require a medical review by a physician of the Committee’s choice at the participant’s expense. Only a physician who qualifies under the District offered insurance programs shall be chosen. Refusal to submit to the medical review will terminate the participant’s continued receipt of a grant. The Committee may deny a grant based upon the medical report and the criteria for catastrophic illness set out above.

11.10.4.2 “Eligible leave credits” mean sick and vacation leave accrued to the donating employee.

11.10.4.3 If the transfer of eligible leave credits is approved by the Joint District-CSEA Committee, the Committee shall determine the amount of leave from the bank available to the requesting employee provided that the amount of time that donated leave credits may be used for is not to exceed a lifetime authorization of 12 consecutive months. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

11.10.4.3.1 The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

11.10.4.3.2 The Committee determines that the employee is unable to work due to the employee’s or the family member’s catastrophic illness or injury.

- 11.10.4.3.3 The employee has exhausted all accrued paid leave credits except 100 day or five month leave shall be exhausted concurrently and the amount of donated leave adjusted appropriately. In the event that the employee is already on five month or 100-day leave when approved for catastrophic leave, the amount remaining shall be exhausted concurrently.
 - 11.10.4.3.4 If a participant is incapacitated, applications may be submitted to the District by the employee's agent or member of the employee's family.
 - 11.10.4.3.5 A day of donated sick leave shall be considered one day for purposes of credit to Sick Leave Bank, regardless of the number of hours that donated day would have been worth to the member making the donation.
 - 11.10.4.3.6 If an employee uses a day from the Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.
 - 11.10.4.3.7 Any injury or illness for which the employee has applied for worker compensation shall be excluded from use of the Sick Leave Bank.
- 11.10.5 Any employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 11.10.6 For any grant made prior to the 10th of the month, the employee will be paid at the end of the month, and each subsequent month as applicable. For any grant made after the 10th of the month, the unit member will be paid at the end of the following month and each subsequent month as applicable.
- 11.10.7 Employees who are granted use of the Sick Leave Bank shall be considered in regular paid status during such use.
- 11.11 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank if they have accrued a minimum of nine days sick leave.
- 11.12 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 11.13 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment period will be between July 1 and September 30 of each school year.
- 11.14 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.

- 11.15 Cancellation may be done at any time, but the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member cancels.
- 11.16 Contribution shall be made between July 1 and September 30 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 11.17 Except for the first year of the bank where two days of sick time are required for participation, the annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5. A day for the purposes of donation is eight (8) hours except for part-time employees whose assigned work hours in a day shall dictate their required contribution. Should a part-time employee draw from the bank, their withdrawal shall be based upon their assigned hours at the time of the contribution.
- 11.18 An additional day of contribution will be required of participants if the number of days in the Bank falls below 300. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 11.19 If the number of days in the Bank at the beginning of a school year exceeds 600, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time shall be required to contribute two (2) days to the Bank.
- 11.20 Eligibility shall become effective immediately upon the exhaustion of accrued sick and vacation leave.
- 11.21 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide these leave benefits. If the District denies a request for withdrawal, or an extension of withdrawal because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 11.22 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.
- 11.23 The eligibility decision and the numbers of days authorized by the Joint Committee is not subject to the grievance procedure but an employee may appeal the Committee's decision to the Board of Education.
- 11.24 Family and Medical Leave
- 11.24.1 An eligible employee is entitled to a total of twelve (12) work weeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

11.24.2 The 12-month period is measured backward from the date of leave use. All leave usage which qualifies under the terms of the leave shall be counted towards the available twelve (12) work weeks within a 12-month period, including intermittent and reduced workload leaves.

11.24.3 Reduced workload leave entitlement is calculated on cumulative hours of leave taken up to the number of hours equivalent to twelve (12) times the number of hours normally worked weekly.

11.24.4 Any employee who has been employed for at least twelve (12) months AND who has been in a paid status for at least 1250 hours during the twelve (12) month period immediately preceding the commencement of the leave is eligible for Family and Medical Leave.

11.24.5 Leave for any of the following purposes qualifies for Family and Medical Leave:

11.24.5.1 The birth of a child of an employee, and to care for a newborn.

11.24.5.2 The placement of a child with an employee in connection with adoption or foster care of a child by an employee.

11.24.5.3 Leave to care for a child, or spouse who has a serious health condition; or

11.24.5.4 Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

11.24.6 Both father and mother may take leave for the birth or placement for adoption or foster care of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling sessions, appear in court or consult with his/her attorney in connection with the placement of a child.

11.24.7 If both the husband and wife are employed by the District, the aggregate number of work weeks of leave to which both are entitled is limited to twelve (12) work weeks during any one fiscal year for the birth or placement for adoption or foster care of the employee's child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

11.24.8 Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care, or making arrangements for at third-party care of a family member.

A "serious health condition" which includes any illness, injury, impairment or physical or mental condition that involves:

- 11.24.8.1 Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility.
- 11.24.8.2 Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
- 11.24.8.3 Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.
- 11.24.8.4 Continuing treatment by a healthcare provider when the parent, child, spouse or employee are seriously ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

“Continuing treatments” include:

- 11.24.8.4.1 Two or more visits to a health care provider.
- 11.24.8.4.2 Two or more treatments by a health care practitioner (e.g. physical therapist) on referral form, or under the direction of a health care provider, or
- 11.24.8.4.3 A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).
- 11.24.8.4.4 Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g. appointments for cancer treatments, physical therapy, and prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- 11.24.8.4.4.1 Has equivalent pay and benefits; and

- 11.24.8.4.4.2 Better accommodates recurring periods of leave than the regular position of the employee.
 - 11.24.8.4.4.3 Voluntary or cosmetic treatments which are not medically necessary are not “serious health conditions” unless inpatient hospital care is required.
 - 11.24.8.4.4.4 Absence because of an employee’s substance abuse, without treatment, does not qualify for leave.
- 11.24.9 Leave provided in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.
- 11.24.10 Health care and dental benefits coverage shall be continued during the 12 weeks AMP leave period under the same terms and conditions as applicable to all other employees. Upon expiration of AMP leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.
- 11.24.11 If an employee indicates his/her intent not to return from leave (including at the start of the leave) or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee’s control (such as where an employee’s spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave). The employee’s desire to stay with a family member even though the family member no longer requires the employee’s care, or a mother’s decision to stay home with a newborn child and not return to work, do not qualify as “other circumstances beyond the employee’s control”.
- 11.24.12 Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.
- 11.24.13 If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the

employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within thirty (30) days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

- 11.24.14 FMLA does not constitute a break in service for the purpose of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with not less seniority for purposes of layoff, recall, vacation accrual or other seniority.
- 11.24.15 Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every thirty (30) days, if requested by the Personnel Office.
- 11.24.16 The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the employer and the employee.
- 11.24.17 If leave is foreseeable, medical certification must be provided within fifteen (15) days after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen (15) days or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.
- 11.24.18 If the event necessitating the leave becomes known to the employee more than thirty (30) calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave – at a minimum, thirty (30) days written, advance notice.
- 11.24.19 If the event necessitating the leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice not more than five (5) working days from learning of the need for the leave.

- 11.24.20 If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.
- 11.24.21 Prior to granting a leave under this policy, medical certification as identified above, may be required.
- 11.24.22 Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.
- 11.24.23 If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.
- 11.24.24 If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two (2) years after the last action which the employee contends was in violation of the Act, or three (3) years if the violation was willful.

11.25 Flex Time

Flex time: Unit Member shall have the opportunity to request "flex time".

Flex time is defined as an adjustment to a unit member's time and or ending time in order to allow a unit member to engage in activities which are mutually beneficial to the District and the Unit Member.

Flex time may be granted in accordance with the following conditions:

- A. Any adjustment of time shall be on the fixed hour and duration basis.
- B. There shall be no negative impact on the quantity or quality of the Unit Member's work.
- C. A Unit Member shall perform his/her full duty hours.
- D. There shall be no resulting direct or indirect District costs.
- E. Flex time terms and conditions should be reduced to writing.
- F. A request for flex time shall be submitted in first in writing to the immediate supervisor for approval in three (3) working days in advance.

11.26 Pregnancy and Parental Leaves

- 11.26.1 Parental leave of absence, with or without pay, may be granted to a member of the bargaining unit for the purpose of child bearing, adoption or foster child placement and/or child rearing.
- 11.26.2 Pregnancy Disability - A member of the bargaining unit who is pregnant and it is determined by her physician that she needs to remain off work due to disability caused by her pregnancy is entitled to reasonable leave, a maximum of four months, of pregnancy disability leave, per Government Code section 12945. During the time she is disabled due to pregnancy, she may utilize any available sick leave, including accumulated sick leave. Should she continue to be disabled and exhaust her sick leave, she is entitled to use extended illness leave under section 11.6 of this Agreement. An employee needing to use leave under this section shall provide reasonable notice of the date the leave will commence and the estimated duration of the leave. The District will continue to pay its portion of the employee's health benefits for the duration of the leave, not to exceed four months. Pregnancy disability leave shall end at the earlier of four months or the end of the disability. The employee on pregnancy disability leave shall provide doctor verification of the need for the leave and the estimated duration. Use of pregnancy disability leave qualifies as leave under the Federal Family Medical Leave Act (FMLA).
- 11.26.3 Parental Leave - A bargaining unit member who desires to take parental leave for the purpose of the birth of a child of the employee (not including pregnancy disability under 11.8.2), the placement of a child with an employee in connection with the adoption or foster care of the child by the employee ("child bonding") may take leave as follows. Such leave must requested as far in advance as possible so that the district can make adequate arrangements.
- 11.26.3.1 A unit member who qualifies for leave under the California Family Rights Act (CFRA) (with the exception that the employee is not required to have 1,250 hours of service with the employer) and has remaining available time under those provisions, may request leave of up to twelve (12) workweeks, depending on the CFRA time available to the unit member. The bargaining unit member may use his/her available and accumulated sick leave during this leave. If the employee has exhausted or exhausts his or her sick leave, he/she is entitled to use up to twelve (12) weeks of half pay per Education Code section 45196.1. If both parents work for the District, only one twelve (12) week period is available under this subsection in a twelve-month period. An employee taking leave under this subsection is entitled to district-paid health benefits under the same terms as if the employee was still actively working. The duration of the district paid benefits during child bonding leave shall not exceed twelve (12) workweeks in a twelve-month period.
- 11.26.3.2 A bargaining unit member who does not qualify for leave under CFRA or who has exhausted available leave time under CFRA may request parental leave without pay for up to 60 days under section 11.4, Personal Leave. Such leave must begin within one (1) year

after the birth of the child, or within one (1) year after receiving de facto and/or de jure custody of an infant who is five (5) years of age or less; or prior to receiving such custody, if necessary, in order the fulfill the requirements for adoption.

- 11.26.4 Return Rights - A unit member who has been on a parental leave under FMLA or CFRA and notifies the District of a desire to return to active employment shall, within a reasonable time, be assigned to a position similar to the position held at the time the leave commenced.
- 11.26.5 Dismissal During Leave - The granting of a parental leave of absence shall not deprive the District of its right to dismiss a probationary member. In addition, should the District implement a reduction in force (i.e., layoff), the unit member will be subject to the reduction in force and have the same rights to the same extent as if the unit member were in active status.
- 11.26.6 Failure to Return to Work - A unit member who takes parental leave under the provisions of this subsection and who does not return to work following the expiration of all parental leave (with or without pay) for reasons other than the employee's serious health condition or reasons beyond the control of the employee, will be required to reimburse the District the cost of the District's payments towards the employee's fringe benefits while on such leave.

ARTICLE 12: PROMOTION

- 12.1 Notices of vacant existing positions shall first be posted for transfer opportunities according to Article 6: Transfers. Notices of vacant newly created positions which may provide promotional opportunities within the bargaining unit will be posted in the District Office/worksites/school sites for no less than five (5) days. The vacancy notice will normally include the job title, a brief description of the position and duties, the minimum qualifications, hours, shift, salary range, the deadline for applications and a statement that testing may be part of the interview process.
 - 12.1.1 Testing for a particular classification will normally occur prior to interviews and shall be consistent and relevant with job duties.
 - 12.1.2 When selected for interview, internal applicants shall be given preference of interview times.
- 12.2 Current unit members may apply for positions in higher classifications by submitting a complete application prior to the posted deadline.
- 12.3 Unit members who meet the minimum qualifications for the position and who submit a complete application by the posted deadline shall be granted an interview. During the interview process, current employees will be given the opportunity to be interviewed first and granted a twenty percent (20%) advantage in the interview scoring system.
- 12.4 Consideration shall be given to all applicants using the following criteria (in no particular order of preference):

- 12.5.1 Relative qualifications, including training and experience related to the position
- 12.5.2 Prior evaluations
- 12.5.3 The operational interests of the District

12.5 If two or more unit member applicants are equally qualified for the position, seniority will be used as the selection criteria. If an external and internal applicant are equally qualified and receive the same interview score, then the internal applicant shall be selected.

ARTICLE 13: DISCIPLINARY ACTION

13.1 Probationary/Permanent Employees:

Probationary Employees: The Superintendent or designee, may at his/her discretion, dismiss a probationary classified employee from employment at any time prior to the completion of the probationary period. A probationary employee shall not be entitled to a disciplinary hearing under this Article.

Permanent Employees: Permanent classified employees shall be subject to disciplinary action only for “cause” pursuant to the procedures in this Article. Except for a layoff for lack of work or lack of funds, “disciplinary action” shall include any action whereby a unit member is deprived of classification or any incident of any classification (e.g. pay) in which he/she has permanence, including dismissal, suspension, demotion without his/her voluntary consent. The Board’s determination of the sufficiency of the cause for disciplinary action shall be conclusive.

13.2 Progressive Disciplinary Procedure

Discipline is intended to be progressive and corrective. More severe discipline will be imposed for either multiple instances of less serious violations requiring discipline or for single instances of serious violations as reasonably determined by the District. The progressive steps to discipline shall include, but not be limited to:

- 13.2.1 A verbal warning by the immediate supervisor
- 13.2.2 A letter of concern (PIP (see Appendix D) is an evaluation tool and not intended to be used as a disciplinary tool)
- 13.2.3 A letter of reprimand
- 13.2.4 A formal notice of discipline action which may lead to dismissal, demotion or suspension without pay

13.3 Time Limits on Discipline

No disciplinary action will be initiated for any cause alleged to have arisen prior to the unit member becoming permanent, except for falsification of application papers, nor for any violations arising more than two (2) years preceding the date that the District files the notice of disciplinary action except as otherwise indicated in law. Prior discipline

occurring within three (3) years may be introduced to provide evidence of progressive discipline.

13.4

Causes:

One or more of the following or related causes may be grounds for discipline, including but not limited to suspension, demotion or dismissal of any unit member:

- 13.4.1 Incompetency or inefficiency in the performance of the duties of his/her position.
- 13.4.2 Insubordination.
- 13.4.4 Carelessness or negligence in the performance of duty or in the care of district property.
- 13.4.4 Abusive or threatening language or conduct toward other employees, students or the public.
- 13.4.5 Dishonesty.
- 13.4.6 Bringing intoxicants on school property, consuming of intoxicants while on the job, or reporting to work with diminished capacity.
- 13.4.7 Engaging in political activities during assigned hours of employment.
- 13.4.8 Persistent (three or more) violations of applicable rules of the Board of Education.
- 13.4.9 Conviction of any crime involving immoral conduct, or engaging in conduct which negatively impacts the workplace.
- 13.4.10 Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District forms.
- 13.4.11 Abandonment of position (three or more consecutive days of unexcused absence).
- 13.4.12 Evident unfitness for service.
- 13.4.13 Absenteeism. [Absenteeism includes either tardiness or a pattern of missing work (for example, on Mondays, Fridays, or the days before or after holidays); or chronic absenteeism which seriously interferes with the appropriate performance of District work.]
- 13.4.14 Physical or mental condition which prevents the performance of the essential functions of the position.
- 13.4.15 Current alcohol or other drug abuse.
- 13.4.16 Failure to maintain any license required by the job description.

- 13.4.17 Conviction of a serious or violent felony as defined in Education Code Section 45122.1.
- 13.4.18 Conviction of specified sex offenses or controlled substance crimes as defined by Education Code 45123.
- 13.4.19 Conviction of any crime which adversely affects the employee's ability to perform duties of the position.
- 13.4.20 Engaging in unlawful discrimination, or harassment on the basis of race, religious creed, etc.

13.5 Initiation and Notification of Charges:

- 13.5.1 The Superintendent or designee may initiate a disciplinary action against a permanent classified employee.
- 13.5.2 The person initiating the action shall file a written recommendation of disciplinary action with the Board. A copy of the recommendation shall be served upon the employee by either personal delivery or by certified and regular mail at the employee's last known address. The recommendation shall include:
 - A. A statement of the nature of the personnel action (suspension with or without pay, demotion, reduction of pay step in class, or dismissal) and that the burden of proof rests with the District.
 - B. A statement of the cause or causes for the personnel action, as set forth above.
 - C. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
 - D. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
 - E. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

13.6 Skelly Meeting Pending Removal for Suspension:

- A. If the Superintendent or designee determines that a permanent classified employee should be dismissed or suspended and that his/her continuing in active duty status would present an unreasonable risk of harm to District operations, students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee suspended from duty pending the evidentiary hearing on the disciplinary action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary.
- B. The Superintendent or designee shall place the employee on paid administrative leave prior to the implementation of an immediate suspension and provide an opportunity for a "Skelly" meeting. A Skelly

meeting shall be scheduled promptly following a District preliminary decision to immediately suspend an employee. Preliminary charges and the information upon which the charges are based will be provided to the employee in writing at least five (5) calendar days prior to the Skelly meeting. The meeting shall be conducted by a neutral person who shall provide a written response after the informal conference. If the charges are upheld, the immediate suspension may be imposed. Thereafter, the employee shall be offered the right to a formal hearing on the disciplinary charges including the immediate suspension.

- C. Upon receiving notice of a Skelly meeting, the employee may waive his/her right to have the meeting held by providing advance written notice to CSEA and the District.

13.7 Employment Status Pending Appeal of Dismissal Recommendation:

Except where an immediate suspension pending a formal hearing is implemented, any employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

13.8 Right to Appeal:

- A. Within ten (10) calendar days after service of the recommendation of disciplinary action, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be actually received no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the immediate suspension may be an issue in the appeal hearing.
- B. The appeal shall indicate whether the employee is represented by CSEA or by another representative. If CSEA declines to participate in the appeal, all references to CSEA in the hearing procedure shall refer to the employee and his/her designated representative.
- C. If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

13.9 Amended/Supplemental Charges:

- A. At any time before an employee's case is finally submitted to the Board or to a hearing officer for decision, the District may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the

amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense.

If the employee is on immediate suspension pending the hearing any amendment adding new cause shall result in a new Skelly meeting.

13.10 Hearing Procedures:

- A. The hearing shall be held within forty five (45) calendar days following receipt of the appeal unless the time line is mutually extended in writing by all parties. The parties shall be notified of the time and place of the hearing.
- B. The employee shall be entitled to appear personally, produce evidence, and have counsel or other representative.
- C. The District may also be represented by counsel.
- D. The District bears the burden of proof to present substantial evidence in support of the recommended disciplinary action.
- E. The procedure entitled “Administrative Adjudication” commencing with Government Code 11500 shall not apply to the hearing.
- F. The hearing officer shall be bound by rules of evidence used in California courts.
- G. “Hearing Officer” as used in this Article means either: (1) an advisory arbitrator mutually selected by the parties; (2) a hearing officer employed by the California Office of Administrative Hearings (OAH); or (3) a hearing officer who is a licensed attorney with no affiliation to either unions or school districts and who has been mutually chosen by the parties. The District shall initially select the type of hearing officer and the parties shall attempt to mutually agree on a person who is available to schedule a hearing within forty-five (45) calendar days following the date of appeal. If no person within that type of hearing officer is available to schedule the hearing timely, the third type of hearing officer shall be chosen. The parties shall complete this selection process within ten (10) work days after the District provides notice an appeal has been filed.
- H. The hearing officer shall prepare an advisory decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party. The Board may meet in closed session to review the hearing record and the advisory decision. Should the Board determine that the record is inadequate, it may invite additional testimony, arguments or briefs, at its option. The Board of Education shall consider the request of CSEA Riverview Chapter 168 to be heard before the Board of Education in closed session. After deliberating the case, the Board may:
 - a. Adopt the proposed decision in its entirety.
 - b. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
 - c. Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

- d. Reject the proposed decision in its entirety. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed by the Board.
- e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

13.11 Hearing Decision:

- A. The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
- B. The decision of the Board shall be forwarded to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by certified and regular mail. The decision of the Board shall be final.

13.12 Compulsory Dismissal:

The District shall not retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. The District may employ a person convicted of a controlled substance offense if the Board determines from evidence that the person has been rehabilitated for at least five (5) years. If any such conviction is reversed and the person acquitted or charges dismissed except as provided below, the employee may be reemployed although reemployment is not guaranteed.

13.13 Nothing contained in this Article 13 shall affect the right of unit members to file a grievance_pursuant to Article 5 except that matters of progressive discipline (as referred to in 13.2.1, 13.2.2, 13.2.3 or a formal notice or disciplinary action which may lead to dismissal, demotion or suspension without pay) shall be addressed exclusively through this Article 13, and shall be subject to advisory arbitration.

ARTICLE 14: DUTY HOURS AND WORKING CONDITIONS

14.1 Work Day, Work Week, Work Year, Hours

The workday, workweek and work year and working conditions for all unit members shall be established and fixed by the District except as restricted below.

14.2 The workweek shall normally consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week into overtime when necessary to conduct the business of the District.

14.2.1 Before unit members are assigned to a ten (10) hour day/four (4) day week, concurrence and mutual agreement shall be reached by the District and the Association.

14.3 Nothing in this section shall be deemed to bar the District from establishing a work day of less than eight (8) hours or a work week of less than forty (40) hours for any or all of its classified positions.

14.4 The District may extend the work year of a classification or a position within a classification with the accrual of seniority, leaves and other benefits adjusted upward to reflect the increased time.

14.4.1 If a unit member is dissatisfied as a result of the extension of hours, he/she may appeal to a Human Resources Administrator within ten (10) days of notification. Such appeal shall be in writing, including the specific problem, reason for dissatisfaction, and desired solution.

14.4.2 The Human Resources Administrator will consider possible alternatives including but not limited to transfer and provide the unit member a written response within ten (10) days of receiving the appeal.

14.4.3 The District may extend the work day or work year of a Special Education Para Educator with the accrual of seniority, leaves and other benefits adjusted upward to reflect the increased time.

14.5 Any unit member who is assigned to work an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their assignment adjusted upward to reflect the longer work day effective with the next pay period. All seniority, leaves and other fringe benefits shall reflect the changes (per Education Code 45137).

14.6 Meal Periods

Unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for not less than one-half (1/2) hour.

14.6.1 The lunch period may be scheduled before the unit member has worked four (4) hours.

14.6.2 When a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the unit member and the District.

14.7 Rest Periods

Unit members who work at least a three (3) hour continuous shift shall be entitled to one fifteen (15) minute rest period. Unit members who work at least a six and one quarter (6.25) hour continuous shift shall be entitled to two (2), fifteen (15) minute rest periods. Rest periods cannot be combined nor can they be put at the end of a shift to leave early or arrive late.

14.8 Overtime

Except as otherwise provided herein, all assigned overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one half (1 1/2) times the regular rate of pay of the unit member. Unit members may not extend their regularly scheduled hours into overtime without the knowledge and approval of their immediate supervisor or designee. Overtime shall be distributed and rotated as equally as practical among qualified unit members within each appropriate department or site. Administration shall maintain a clear overtime tracking system. The amount and proportion of staffing needed for each overtime event or need shall be at the discretion of administration.

14.8.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or on any one shift, or in excess of forty (40) hours in any calendar week.

14.8.2 If the established work day is less than eight (8) hours but seven (7) or more hours, and the work week is less than forty (40) hours but thirty-five (35) or more hours, all time worked in excess of the established work day or work week shall be deemed to be overtime.

14.8.3 Overtime may be worked prior to the regularly assigned starting time or subsequent to the assigned quitting time or as otherwise defined in Education Code Section 45128.

14.8.4 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth day of work.

14.9 Comprehensive high school athletic events shall be staffed as follows: outdoor events shall be staffed groundskeeping staff, indoor events shall be staffed by custodial staff, and events requiring the use of both indoor and outdoor facilities shall be staffed by both groundskeeping and custodial staff accordingly. Stadiums will be blown out at the end of each game. Administration shall maintain a clear overtime tracking system. The amount and proportion of staffing needed for each event shall be at the discretion of administration.

14.10 Holiday Work

When a classified employee is required to work on holidays designated by this agreement, he or she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay. An employee who works outside of their normal hours on a holiday would receive an hourly rate equivalent to two and one-half their normal rate of pay.

14.11 Compensatory Time Off

Unit members shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor. Compensatory time off shall be granted at the appropriate rate of overtime.

14.12 Compensatory time shall be taken at a time mutually agreed to by the unit member and the immediate supervisor within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the unit member by separate check if possible, for all such time at the appropriate overtime rate.

14.13 Call-Back Time

Any unit member called in to work on a day when the unit member is not scheduled to work or called back after completing a work shift shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Article.

14.13.1 The Maintenance and Operations Department shall maintain a unit member on call to provide the District 24 hour emergency coverage.

14.13.1.1 The on call unit member shall serve for a seven-day period.

14.13.1.2 For each week on call, the unit member shall be paid \$500 per week. For the purposes of prorating, the daily rates will be as follows: \$100 per weekend day, \$60 per weekday, and \$45 per holiday.

14.13.1.3 Service as the on call unit member will be on a voluntary, rotational basis among designated members of the Maintenance and Operations staff.

14.13.1.4 While on call, the unit member shall be responsible for being available and responding to all alarm calls and District emergencies and remedying the situation. The on call unit member will be required to carry a working cell phone such that they may be contacted at all times.

14.13.1.5 If called, the on call member shall be compensated as provided in Article 14.13 above.

14.14 Summer Work

This section does not apply to unit members whose regular position is extended into the summer.

14.14.1 The District may utilize summer work positions for tasks which require low to medium skills best done during the summer months to ready the schools for the next school year. The positions will be specifically limited to June 1 through September 15. The hiring date and ending date for these positions will be part of the posting and shall include the number of hours for the positions.

14.14.2 The salaries set for these positions will be fifty cents (\$.50) per hour more than step A of the job classification in which the majority of the required duties performed for this assignment would fall. This additional compensation is in lieu of both statutory and health benefits for short-term employees employed pursuant to Education Code Section 45103. District employees will not be paid health benefits unless they are otherwise entitled, but are entitled to statutory benefits (sick leave, vacation and holidays).

14.14.3 The District agrees to post these positions in-house prior to advertising outside and to provide first priority to current employees who meet the minimum qualifications.

14.15 Summer School / Extend School Year (ESY)

This section applies to staff selected to work summer school or extended school year programs.

14.15.1 All Summer School and ESY positions are posted on EdJoin for internal candidates and assignments are awarded based on seniority within the posted classification. Unit members are paid at their hourly rate for days actually worked via timecard. Unit members earn one day of sick leave, which may be used during the Summer School or ESY work period. If the earned sick day is not used, it is added to total accrued sick leave for the unit member. Additional sick leave or other statutory leaves are not available for use during Summer School or ESY. July 4th is a paid holiday, provided the day before or the day after the holiday was actually worked.

ARTICLE 15: TRANSPORTATION

15.1 Definitions

15.1.1 Annual Bus Routes – Home to school, school to home, and “regular ed” routes to which bus drivers annually bid for each school year. This may include after school activity runs. Annual bus routes shall run for the duration of the school year. Summer school bus routes, like annual bus routes, shall be established separately and follow the same bidding procedure outlined in this Article.

15.1.2 Daily Temporary Bus Routes – Any bus route, piece of a bus route, or any otherwise unscheduled or special extra duty of any sort that needs coverage for the day or part of a day. For example, coverage may be required for an absent bus driver, or a bus driver may need to complete another bus driver’s route due to a breakdown.

15.1.3 Shuttles – Transportation during regular school hours for reasons such as transportation between schools, for educational activities (library, etc.), parks and recreation activities, and civic events, but excluding home to school, school to home, and “regular ed” routes, when the trip is within District boundaries.

15.1.4 Special Trips – There are three types of Special Trips: (1) Field Trips, (2) Athletic Trips, and (3) Weekend/Holiday Trips.

15.1.5 Contracted Hours – The amount of time each contracted bus driver and bus attendant is paid to fulfill the time they are contracted to work per day. Contracted hours shall include:

15.1.5.1 Rest periods as per Article 14.7

15.1.5.2 Bus Drivers only:

15.1.5.2.1 30 minutes – mail / documentation and pre-trip inspection time

15.1.5.2.2 45 minutes – prep / cleaning time and fuel as needed

15.1.5.3 Bus Attendants only:

15.1.5.3.1 15 minutes – mail / documentation

15.1.5.3.2 30 minutes – cleaning time

15.2 Annual Bus Routes

The District may modify annual bus routes at any time. Any modification to an annual bus route shall not result in a permanent decrease in any bus driver or bus attendant's contracted hours unless the layoff procedures of this collective bargaining agreement are followed.

15.3 Annual Bus Routes Bidding Procedure

15.3.1 Prior to the beginning of each school year the District shall establish annual bus routes in such a manner so as to maximize the route hours available for bidding while still providing for efficient operations of the Department.

15.3.2 Each driver will be provided a bidding sheet containing all of the route numbers and hours. Drivers will number the routes in order of preference; the route with the number one (#1) will be considered their favorite choice. The Transportation Supervisor will distribute routes in order of unit member seniority. When it is a driver's turn to be awarded a route, the driver will receive his or her top available choice of the remaining available routes, based on seniority and in descending order.

However, if the unit member is on a PIP or if the driver's top available choice presents a driver and/or student safety issue, then the Transportation Supervisor may select the driver's next top choice, that presents no safety issue, based on seniority and in descending order. In either case, the PIP or safety issue must be specifically and uniquely related to the route denied. If the top choice available is not selected due to student and/or driver safety issues, upon request, the Transportation Supervisor will provide the unit member an explanation, in writing, of the safety concerns specific to the route and driver at issue. This may be subject to the grievance process.

15.3.3 The bidding sheets shall be turned into the Transportation Department within the first 15 minutes of the first day of work.

- 15.3.4 Annual bus routes to be selected shall be posted in the transportation department in clear view for all to see for no less than seven (7) calendar days prior to the first day of work.
- 15.3.5 If an annual bus route becomes vacant during the school year, within ten (10) working days, the Transportation Supervisor will offer the route to drivers with fewer contracted hours in descending order of seniority unless a driver is on a PIP or would present student or driver safety issues specific to that route (As discussed in 15.3.2). Subsequent vacancies created by this process (Article 15.3.5) shall be offered to drivers, utilizing the same process, by order of seniority until all subsequent vacancies are filled.

Where two drivers that express an interest in filling the vacancy have equal seniority, the tie shall be broken by lot. The interested drivers will meet with their union representative and the Transportation Supervisor or designee, write the interested drivers names on a piece of paper, fold the paper, place the paper in an empty container and subsequently draw one piece of paper from the container bearing the name of one interested party. That person shall fill the vacancy.

- 15.3.6 If, as a result of the bidding procedure, a bus driver selects a route with less time than their contract from the previous year, the reduction shall not be treated as a layoff.

15.4 Daily Temporary Bus Routes

Daily temporary bus routes may be modified at any time during the school year. Any modifications to a daily temporary bus route shall not result in a permanent decrease in any bus driver or bus attendant's contracted hours.

- 15.4.1 In the absence of the regular driver, the assigned Early Childhood Education (Transitional Kindergarten and Pre-school), Kindergarten, mid-day, and activity runs shall be rotated among the regular drivers available at that time.
- 15.4.2 The Transportation Supervisor or designee shall assign daily temporary work as needed.
- 15.4.3 Unit members shall be assigned any duty that is reasonably related to their classification and would complete their assigned contracted hours before any extra duty or overtime is offered to other drivers.
- 15.4.4 Permanent or probationary drivers and bus attendants may sign up for extra duty assignments at the beginning of each school year. All extra duty assignments shall be rotated by seniority among the unit members on the extra duty lists, in conjunction with Articles 15.4.3 and 15.4.4.
- 15.4.5 In the event no contracted bus driver or contracted bus attendant is available the Transportation Supervisor or designee may pull from the substitute list.

15.4.6 In the event no permanent or probationary bus driver or bus attendant volunteers for any piece of a route that needs coverage, and no substitute is available, the piece may be assigned in reverse order of seniority.

15.5 Shuttles

Shuttles will be rotated among available drivers by seniority.

15.6 Special Trips

Special Trips shall be assigned on the basis of bargaining unit seniority. Special Trips shall not take the place of a regular work shift when a Special Trip driver is available to work their scheduled working hours. However, being available shall not interfere with Title 13 CCR 1212.5.2 (b) "16 consecutive hours have elapsed since first reporting for duty", and Title 13 CCR 12.5.5.1(A) "More than 10 hours following 8 hours off", and Title 13 CCR 1212.5.4 "80 hours in any consecutive 8 days".

15.6.1 Three (3) trip lists shall be established at the beginning of each school year and shall end when the school year ends. Three new lists shall be established for summer months. Special Trip assignments, within the confines of the Vehicle Code, shall be distributed and rotated among Special Trip drivers based on seniority.

15.6.2 Contracted bus drivers shall have the opportunity to sign up on the Special Trip list at the beginning of the school year or when initial training is complete.

15.6.3 To be eligible for Weekend/Holiday trip rotation, a driver must sign up on either the Field or Athletic trip rosters. If a Special Trip bus driver is unable to work his/her contracted hours on the Friday before his/her assigned week-end trip that driver is not eligible to take the week-end assignment and it shall go to the next available driver on the Special Trip list.

15.6.4 Special Trip drivers may request to be removed from a list up to two times per school year. Upon returning to a list, the driver will be placed in their rightful position based on seniority. The driver must then wait one (1) full rotation before receiving a Special Trip assignment. The driver's name will be skipped one (1) time during the first full rotation upon their return to the list.

Special Trip drivers who are off work for a period of five (5) consecutive days, will be removed from all Special Trip lists. Upon the driver's return to work, they will be placed back on the list(s) they were previously on, in their rightful position based on seniority. The driver must then wait one (1) full rotation before receiving a Special Trip assignment. The driver's name will be skipped one (1) time during the first full rotation upon their return to any Special Trip list.

Drivers wishing to sign up to be on Special Trip roster shall have at least one (1) year of driving experience, and have ridden as observer on at least three (3) field trips. It shall be the responsibility of the Driver Trainer or Lead Driver to determine which additional experience, if any, is needed to be placed on the

Special Trip roster or if this requirement should be waived; the final determination will be made by the Transportation Supervisor.

Special Trip bus drivers must demonstrate adequate proficiency during training in the following areas: mountains, 6% grade, large cities, night time driving and must have the following to be eligible:

15.6.4.1 At least one (1) year of driving experience as a school bus driver

15.6.4.2 Must have been on at least three (3) Special Trips during training: two as a ride-along with a current Special Trip driver as a rider and one as a driver on a multiple bus trip.

Special Trip assignments, within the confines of the Vehicle Code, will be distributed and rotated as equally as possible among bus drivers in the bargaining unit. When a driver signs up to take Special Trips, they will take the next trip in rotation or it will be considered a pass, trade, or skip.

A “pass” is an available driver refusing to take a trip in rotation. Drivers will be allowed three (3) passes annually and then they will be dropped from the Special Trip roster.

15.6.5 Pass: When a Special Trip driver chooses not to take an assigned trip in rotation it will be considered a “pass”. Drivers may choose to pass, however, at the point of passing for the third (3rd) time the driver will be dropped and will be taken off the trip rotation for the remainder of the school year. For the summer months only one (1) pass is allowed. Once the driver passes they may not take the trip back. Calling in sick on three (3) assigned field trip days equals one (1) pass. A trip that is passed will be assigned to the next driver on the appropriate trip list.

Drivers trading trips shall accept the next trip assigned to the driver they traded with.

Drivers assigned to a trip with which they are not familiar shall have the option for trading or passing that trip.

15.6.6 Trade: Special Trip drivers may trade their assigned Special Trip with another Special Trip driver only with approval from the Transportation Supervisor or designee. If for any reason, the driver they traded with cannot cover the trip, the driver who accepted the trade must trade, skip, or pass the trip. Special Trip drivers trading trips shall accept the next available assigned trip to the driver they traded with.

All Special Trip trades must be made before 12:00 noon the day before to the trip.

15.6.7 Skip: A skip is when a Special Trip driver is not able to drive a trip due to the daily work flow of the department or the driver assigned to the trip is absent. Three consecutive skips are equivalent to one (1) pass. A trip that is skipped will be assigned to the next driver on the appropriate trip list.

- 15.6.8 Emergency Assignment: No driver shall be charged with a “pass” if the trip driver declines a trip that is offered on the same day that the trip is to depart.
- 15.6.9 Bus drivers on Special Trips, including but not limited to: athletic events, field trips and curricular trips, who are required to remain on standby for the duration of the event for which the Special Trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds eight (8) hours, all excess hours shall be compensated at the appropriate overtime rate based on the unit member’s regular pay rate. Drivers and attendants are to remain at the event/venue while on standby unless given prior approval to leave by the Transportation Supervisor and the Event Coordinator.

Notwithstanding any other provisions of this Agreement, if a Special Trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time the unit member is relieved of duties for the evening and the time duties resume the following day.

- 15.7 The District agrees to pay the cost of any mandatory tests that are required for all Transportation employees and any in-service classes that require payment. If the options for testing/training that the District provided are missed because of an unexcused absence, then any additional fees for make-up testing/training will be borne by the employee.

ARTICLE 16: VACATION & HOLIDAYS

16.1 Holidays

The following days will be holidays:

New Year’s Day	Veteran’s Day
Martin Luther King, Jr. Day	Thanksgiving Day
Lincoln’s Birthday	Day after Thanksgiving
Washington’s Birthday	December 24 <i>(unless on Saturday or Sunday)</i>
Memorial Day	December 25
Independence Day <i>(12 month employees)</i>	December 26 <i>(unless on Saturday or Sunday)</i>
Labor Day	New Year’s Eve
Admissions Day	
Columbus Day	

- 16.1.1 For those classified employees who normally work or use vacation (or dock time) during the winter recess, December 28 and December 29 shall be in lieu of days for Admission Day and Columbus Day. Those employees whose assignment is linked to the student instructional day shall be granted two additional vacation days as in lieu of days for the above holiday.

- 16.1.2 All classified employees working the instructional work year shall be provided the same number of paid holidays per year.

16.2 Vacation

Bargaining unit members are expected to take earned vacation leave during the fiscal year in which the vacation has been earned. Each unit member who earns vacation should submit a yearly vacation plan to their supervisor by September 30 in order to best secure desired vacation dates.

16.2.1 Vacation days for those employees whose assignments are linked to student instructional days are “cashed out” for their vacation and are not normally permitted to use vacation as “time off”.

16.2.2 Unit members shall earn vacation time in accordance with the following formula:

Less than 3 years of service.....1 day per month of service
From 3 to less than 6 years of service.....1.25 days per month
From 6 to less than 9 years of service.....1.5 days per month
Nine or more years of service.....1.75 days per month

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following day not a holiday shall be deemed to be that holiday.

16.2.3 Unit members whose effective date of hire follows a holiday or unit members whose effective date of termination is before a holiday shall not be eligible for payment for that holiday.

16.2.4 Unit members shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supply notice and supporting information regarding the need of such interruption or termination.

16.2.5 When a member of the bargaining unit is terminated for any reason, he or she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

16.2.6 Vacation shall be scheduled at times requested by the unit member whenever possible within the District’s work requirements.

16.2.7 Vacation requests shall be made as soon as possible. If a supervisor fails to respond within seven (7) days of when a vacation request is made, the unit member shall make the request at the next administrative level and receive a response within three (3) days. Any adjustments to approved vacation plans are to be submitted using this same request process.

16.2.7.1 If there is any conflict between unit members who are working on the same or similar operations concerning the scheduling of vacation, the unit member with the greatest bargaining unit seniority shall be given preference.

- 16.2.7.2 When a unit member has already had vacation time approved, that unit member may not be bumped by a more senior employee.
- 16.2.7.3 If the District prevents a unit member from taking vacation during the year it is earned, the District must either pay the unit member, allow the unit member to reschedule, and/or allow the unit member to carry the vacation time over to next year.
- 16.2.8 If the unit member fails to use earned vacation for any reason, other than listed in this Article, a maximum of five (5) days may be carried over to the following year.
- 16.2.9 To encourage unit members to take earned vacation, the District shall offer the following:
 - 16.2.9.1 A cash-out incentive for up to (40) hours per year. In order to request the incentive, the unit member must have an approved vacation plan (may or may not include the use of the cash-out incentive) using the current year's allocation. The District shall pay the cash-out upon approval of the vacation on the next available payroll cycle.
 - 16.2.9.2 A unit member who has an accumulated vacation balance greater than or equal to one-hundred (100) hours as of June 30th, will be allowed to cash out up to (40) hours. This can be in addition to the forty (40) hours discussed in 16.2.9.1 and in combination with 16.2.9.3.
 - 16.2.9.3 A unit member who uses an amount equal to or greater than their current year's earned vacation time by June 30th, will have the option to cash out up to forty (40) hours if the unit member has an accumulated balance of over one-hundred (100) hours. This can be taken in combination with the incentive in 16.2.9.2.
- 16.2.10 Pay for vacation days for all bargaining unit members shall be the same as that which the member would have received had he/she been in working status. Such pay shall be representative of the regular hours worked per day.
- 16.2.11 Every day declared by the President or Governor of this State, and mandated by the Education Code, shall be a paid holiday for all members of the bargaining unit who are normally scheduled to work on that day. Unit members who are normally assigned to duty during winter recess shall be paid all holidays during that period provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 17: CLASSIFICATION AND RECLASSIFICATION

17.1 Each unit member shall when employed be placed in a designated Classification Title according to the job description for the area of assignment and responsibility and given a copy of the job description for the classification. New employees shall be required to acknowledge receipt of the job description.

17.2 Reclassification Procedure

The primary purpose of the reclassification procedure shall be to ensure periodic review of duties contained in the job descriptions and the work actually performed by an employee.

17.2.1 Petition

17.2.1.1 Unit members or their supervisors may petition for a review of position classification through the submission of a “job description questionnaire” to the Personnel Office and the Association no later than January 10th. By November 1, the District will make available job description questionnaires.

17.2.1.2 Questions of appropriate salary placement for new positions will be referred to the Personnel Administrator when they arise.

17.2.1.3 The Personnel Administrator shall be responsible for determining if there exists justification to conduct a full study of a position during the month of January. The Personnel Administrator or designee will meet with CSEA to discuss the reclassification requests.

17.2.1.4 Decisions of the Personnel Administrator shall be communicated to the petitioner by February 10 with the reason for the Personnel Administrator’s decision. If the decision of the Personnel Administrator is not to conduct a full study, then the Personnel Administrator shall provide a written notice to the petitioner and CSEA which contains the rationale for the decision. In evaluating the request for review, the Personnel Administrator shall consider the following:

- A. The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by the job description.
- B. How the employee came to be assigned duties and responsibilities not covered by the job description (i.e., expansion of the functions of the school or office or possession by the employee of special skills or abilities).
- C. Comparison of the employee’s actual duties as shown on the job description questionnaire with the duties shown on the job description.
- D. Information given by the employee and the employee’s supervisor to the Personnel Administrator.

17.2.2 Reclassification Study

17.2.2.1 Prior to a final decision regarding a full study, the Personnel Administrator or designee will meet with CSEA to review the rationale provided for denial of a full study.

17.2.2.2 If after the meeting with CSEA, the Personnel Administrator determines the above considerations warrant further study, the Personnel Administrator or a designee shall conduct a reclassification study which will include:

- A. Interview with individuals, their supervisors and persons serving in similar positions.
- B. Review of individual's job description questionnaire, and the job description questionnaires prepared by individuals serving in similar positions.
- C. Review of the official job description.
- D. Examination of the internal alignment of position within a job category.
- E. Gathering such other data which may be beneficial in the reclassification study.

17.2.2.3 The Personnel Administrator shall either recommend to the Superintendent reclassification or deny the request based on the study by March 10. Prior to formulating a final recommendation to the Superintendent, the Personnel Administrator shall meet with the two designees of CSEA to review the recommendation to the Superintendent.

17.2.3 Appeals of the decision of the Personnel Administrator may be made to an advisory arbitrator.

17.3 Equity Pay Adjustments

The primary purpose of the equity pay adjustment is to revise the salaries of specific classifications to make them more competitive with surrounding salaries for comparable positions.

17.3.1 The District and CSEA agree to establish a standing committee to review the internal and external comparative compensation paid to District classifications.

17.3.2 If the committee agrees that a particular classification needs to be more competitive, the committee may recommend reclassification to the Superintendent.

17.3.3 The implementation of equity pay adjustments recommended by the Equity Pay Committee shall be within the total discretion of the Board of Education unless CSEA determines that it shall be an issue incorporated in annual salary negotiations.

17.4 Regular Review of Job Descriptions

- 17.4.1 The parties agree to review and update up to six (6) job descriptions per year. During regularly held labor relations meetings a portion of the agenda will be used to work towards this goal. If regular meetings are not held due to lack of association response to requests to do so, then District will not be subject to grievance under this article. This item is not to impede or take the place of the regular reclassification process. If however, there is cause to consider reclassification using the criteria set forth in 17.2.1.4, then a reclassification petition may be initiated as discussed in 17.2.

ARTICLE 18: SALARY AND COMPENSATION

- 18.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the salary schedule. The Classified Employees Salary Schedules for 2018-2019, 2019-2020, and 2020-2021 are contained in Appendix B.

The following salary schedule modifications will occur during the term of this contract:

- 18.1.1 Salary enhancement #1 – For the 2018-2019 year, 2% added to the Classified Salary Schedule, effective July 1, 2018.
- 18.1.2 Salary enhancement #2 – For the 2019-2020 year, 1.5% added to the Classified Salary Schedule, effective July 1, 2019.
- 18.1.3 For the 2019-2020 school year, a formula shall be used to calculate any increase to the Classified Salary Schedule referenced above that would be in addition to the increase to the salary schedules agreed to in 18.1.2.

The formula to determine any additional increase to the Classified Salary Schedule, shall be as follows:

On January 31, 2020, (close of the second interim report period) if the California Department of Finance projects that the District's ongoing, current year Local Control Funding Formula ("LCFF") base grant revenues will increase by a percentage greater than 2.41%, the Association shall receive 11% of that increase. The 11% share will not change, even if Public Employees Retirement System (PERS) and retiree health benefits premiums increase more than budgeted as of January 31, 2020.

Any increase to the Classified Salary Schedule, made as a result of this formula shall by April 30, 2020, be made effective July 1, 2019. As determined by the Association, any additional increase shall be applied to health benefits and/or to compensation which shall include the cost of statutory benefits.

On January 31, 2020, (close of the second interim report period) if the projected COLA is less than 2.41%, the formula described in 18.1.3 will be null and void.

18.1.3.1 For the 2019-2020 school year, if the District receives on or before January 31, 2020, (close of the second interim report period) any one-time, unrestricted funding, the Association shall receive 11% of such unrestricted funding on a one-time, off-the-salary schedule basis. For the purpose of this agreement, one-time, unrestricted funding is only funding that is received by the District for no designated purpose. For the purposes of this agreement, any one-time, unrestricted funding that would be considered designated and not subject to a one-time payment would include funding received for specific programs, to pay off state mandates, to provide pension relief, etc.

Any one-time payment to the bargaining unit as a result of this formula shall be made by April 30, 2020. Any one-time payment shall include the cost of statutory benefits.

18.1.4 Salary enhancement #3 – For the 2020-2021 year, 1% added to the Classified Salary Schedule, Effective July 1, 2020.

18.1.5 For the 2020-2021 school year, a formula shall be used to calculate any increase to the Classified Salary Schedule referenced above that would be in addition to the increase to the salary schedules agreed to in 18.1.4.

The formula to determine any additional increase to the Classified Salary Schedule, shall be as follows:

On January 31, 2021, (close of the second interim report period) if the California Department of Finance projects that the District's ongoing, current year Local Control Funding Formula ("LCFF") base grant revenues will increase by a percentage greater than 2.8%, the Association shall receive 11% of that increase. The 11% share will not change, even if Public Employees Retirement System (PERS) and retiree health benefits premiums increase more than budgeted as of January 31, 2021.

Any increase to the Classified Salary Schedule, made as a result of this formula shall by April 30, 2021, be made effective July 1, 2020. As determined by the Association, any additional increase shall be applied to health benefits and/or to compensation which shall include the cost of statutory benefits.

On January 31, 2021, (close of the second interim report period) if the projected COLA is less than 2.8%, the formula described in 18.1.5 will be null and void.

18.1.3.1 For the 2020-2021 school year, if the District receives on or before January 31, 2021, (close of the second interim report period) any one-time, unrestricted funding, the Association shall receive 11% of such unrestricted funding on a one-time, off-the-salary schedule basis. For the purpose of this agreement, one-time, unrestricted funding is only funding that

is received by the District for no designated purpose. For the purposes of this agreement, any one-time, unrestricted funding that would be considered designated and not subject to a one-time payment would include funding received for specific programs, to pay off state mandates, to provide pension relief, etc.

Any one-time payment to the bargaining unit as a result of this formula shall be made by April 30, 2021. Any one-time payment shall include the cost of statutory benefits.

- 18.2 All members of the bargaining unit shall be paid once a month payable on or before the last working day of the month. If the normal pay date falls on a holiday or weekend, the paychecks shall be issued on the preceding workday.
- 18.3 Unit members underpaid because of payroll error shall have a supplemental check issued for the amount underpaid within five (5) days after the unit member notified the District. "Payroll error" shall be defined as any action by the District leading to an error in compensation.
- 18.4 A unit member receiving a promotion shall be placed at the same step, including longevity steps, as currently paid and on the appropriate range of the new class unless the placement would not result in a five percent (5%) increase over current salary. In that case, the employee shall be placed on the lowest step which results in at least a five percent (5%) salary increase. [This change shall not be applied retroactive prior to January 1, 2007.]
- 18.5 Any unit member required to use a personal vehicle on District business shall be reimbursed mileage at the current IRS rate. Unit members shall not be required to use their personal vehicles more than one hundred (100) miles per month.
- 18.6 Any unit member who must have meals away from the District may upon prior approval have the actual cost of a meal reimbursed not to exceed the prevailing District rate.
- 18.7 Any unit member who, as a result of a work assignment, must be lodged away from home shall be reimbursed by the District for the full cost of such lodging, providing such cost is reasonable and appropriate. Barring unusual circumstances reimbursement shall be payable within the next pay period.
- 18.8 The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, provided that if a District program is available, the unit member must use it.
- 18.9 The District will normally supply all specialized tools reasonably necessary to accomplish assigned tasks.
- 18.10 If a unit member with an inventory on file with the District provides tools reasonably necessary for the performance of assigned work, the District agrees to reimburse non-insured loss or damage to an annual maximum of \$150.00 per unit member.
- 18.11 The District will supply all required uniforms.

18.12 If a unit member is required to work outside his/her classification for more than five (5) days within a fifteen (15) day period, the unit member shall be paid for each hour worked in the new class at one of the following ranges:

- A. At the first step on the range for the new class provided the placement results in a 5% increase over current hourly pay. If the first step is less than a 5% increase, at a pay rate between steps which result in a 5% increase;
- B. Where the new range is lower, at the currently hourly pay for his/her regular classification.

18.13 Unit members shall progress across the salary schedule as follows:

Step A	One (1) year of service	Step L1	Three (3) years of service
Step B	One (1) year of service	Step L2	Three (3) years of service
Step C	One (1) year of service	Step L3	Three (3) years of service
Step D	One (1) year of service	Step L4	Three (3) years of service
Step E	Three (3) years of service	Step L5	Three (3) years of service
		Step L6	Remaining years of service

18.13.1 In the first year of employment, unit members hired on or before November 1st shall advance on the salary schedule the following July 1st. Unit members hired on November 2 through June 30 shall not advance on the salary schedule until the second July 1st after initial employment. Following the first advance on the schedule, all continuing unit members shall advance on the salary schedule, if eligible, each July 1st.

18.14 A unit member demoted for other than disciplinary action will receive credit for all service at the former, higher class when being placed in the new, lower class.

18.15 A bilingual stipend of five percent (5%) will be paid to unit members who are regularly required to serve as a language translator. The District will determine those positions which are required to possess bilingual translation skills on the job posting. This stipend for translation will not be paid for unit members already serving in bilingual classifications. Those unit members who are required to translate will be paid no less than five percent (5%) more per hour for any portion of the hour that they are required to translate.

18.15.1 Time for service above should be recorded on a time sheet submitted monthly and approved by site administration. The bilingual stipend will not be paid to unit members already serving in a classification that requires fluency in a language other than English.

18.16 There shall be a five-hundred dollar (\$500) annual stipend for a bachelor degree stipend and a master's degree annual stipend of one-thousand dollars (\$1000), and a two-hundred fifty dollar (\$250) annual stipend for an associate's degree. The degrees must be from a regionally accredited institution and the member is responsible for providing proof of completion. Annual stipends shall be reviewed and approved for the upcoming school year each June and shall be paid yearly on a pro-rata basis.

18.17 There shall be a two-hundred fifty dollar (\$250) licensing and/or certificate annual stipend. The licensing must align with the work completed in the member's current

classification, be pre-approved, and the member is responsible for providing proof of completion and renewal. Licensing stipends are not paid if required per the member's current job description. A member is eligible for two (2) licensing and/or certificate annual stipends at any one time. Annual stipends shall be reviewed and approved for the upcoming school year each June and shall be paid yearly on a pro-rata basis. In order to provide opportunities for staff to experience professional growth opportunities within the context of their regular work day, a supervisor may assign a staff member work aligned to a staff-held license or certificate, but outside of his or her job description.

- 18.18 Should the District and any employee group agree to an on-schedule, on-going compensation and benefits increase that is larger than 1%, the District and the Association shall meet and negotiate what, if any, additional compensation and benefits increase shall be granted to the Association. The Parties acknowledge that such contingency language applies to compensation increases tied to existing levels of service and may not apply to compensation increases that are tied to additional levels of service.
- 18.19 The District agrees to budget \$100,000 annually to provide professional learning opportunities to CSEA Members. Professional Learning opportunities will be provided each school year and will align with the District Goals and Initiatives and/or the operational needs of the District. No more than \$20,000 of this yearly allocation may roll-over from one year to the next.
- 18.20 District will pay a bonus of \$1000.00 for newly hired bus drivers paid upon satisfactory completion of probationary period.

ARTICLE 19: UNIT MEMBER BENEFITS

- 19.1 Program and Eligibility: The District provides a medical/vision, dental and term life insurance program. Rules regarding participation and the specific benefits offered in each plan are subject to change by the insurer. Full-time unit members are eligible to receive the District contribution toward health benefits at the cost listed in Appendix C. Those part-time unit members whose regular assignment exceeds fifteen (15) hours per week are eligible to participate and receive the District contribution prorated in the same proportion as their assignment is to full-time.
- 19.2 District and Employee Contributions: District will contribute up to \$11,707.11 each school year, prorated monthly or tenthly as appropriate, toward the actual cost of premiums. The District's contribution shall be divided into \$11,019.21 for medical/vision and \$687.90 for dental. A unit member shall payroll deduct any insurance cost above the District contribution he/she is eligible for and may pay such cost through the District's IRC. 125 Plan subject to the rules of the plan.
- 19.2.1 When two (2) District employees qualify for a family plan, the District shall pay up to the equivalent of each employees allotted amount as defined in 19.1 and 19.2, each school year, prorated monthly or tenthly as appropriate, toward the actual cost of premiums. Each employee may elect a family or individual plan. A unit member shall payroll deduct any insurance cost above the District contribution he/she is eligible for and may pay such cost through the District's IRC 125 Plan subject to the rules of the plan.

19.3 During the term of this Agreement, the District agrees not to change the present insurers without mutual agreement with the Association. The District shall not unilaterally reduce or eliminate any health benefits during the term of the Agreement. CSEA shall have representation on the standing committee equal to the other District bargaining unit on benefits. Should there be items necessitating bargaining recommended by the committee, the District agrees to reopen to negotiate those recommendations.

19.3.1 The funds derived from these prorated amounts for less than eight (8) hour employees, if any, shall only be used for unit member benefits. Unit members will be allowed to apply their allowances as provided in this Section to any program listed up to, but not exceed their maximum allowances; however, the unit member may elect to make contributions through payroll deductions for increased program participation. The Board shall not reduce or eliminate any benefits agreed upon in the contract during the term of the contract.

19.4 Permanent unit members terminated may, at their expense, continue fringe benefits according to the requirements of COBRA.

19.5 No member of the bargaining unit employed before October 8, 1981, shall suffer a reduction in District paid benefits as a result of this Article. However, this section shall not entitle a unit member to dependent coverage except as otherwise qualified on a prorated basis.

19.6 Those unit members who retire at the conclusion of an academic year will have their health benefits paid through July and August.

19.7 To encourage early retirement, the District agrees to provide medical insurance health benefits at the same level of proration as that in effect at the time of retirement. In other words, if the employee were receiving 50% of the medical health benefits at the time of retirement, he or she would be eligible for a District contribution of 50% toward the cost of health benefits. Qualified retirees shall be eligible for the medical benefits until reaching Medicare age or the tenth anniversary of his/her retirement date, whichever occurs first. This incentive is conditioned upon the employee being at least on L4, or would have been on L4 except for promotion and the employee having no less than ten (10) consecutive years of service OR the employee being at least on L4, or would have been on L4 except for promotion and fifteen (15) years of non-consecutive years of service (provided that the employee returns to employment within 39 months).

ARTICLE 20: EFFECTS OF LAYOFF

20.1 A layoff for purposes of this Article shall be considered as an involuntary separation of a permanent or probationary unit member from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the services performed by any department or when reemployment, reassignment or displacement (bumping) rights of a unit member causes such an action.

20.2 Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs.

20.2.1 The unit member who has been employed the shortest time in the class plus higher classes shall be laid off first.

- 20.2.2 Seniority shall be determined by date of hire for those hired after April 1, 1988. For those hired prior to that time but not before July 1, 1971, seniority shall be determined on the basis of their hours (in paid status excluding overtime) calculated up until 24:00 March 31, 1988. At that point their seniority status in relationship to one another will be frozen. All of those in this situation will, of course, have more seniority than those employed after April 1, 1988 because their hire dates will be earlier. Those employed prior to July 1, 1971 shall have their seniority determined by their dates of hire.
- 20.2.3 Other than for the transition from hours in paid status to date of hire the layoff process will be done in accordance with past practice. It is the specific intent of the parties to not alter current employee's seniority rankings, but to provide an easier method of dealing with seniority.
- 20.2.4 If two or more unit member subject to layoff have the same date of hire in their classification, the determination for layoff shall be district date of hire. If the district date of hire is the same, then the determination for layoff shall be made by lot.
- 20.3 When a layoff of unit members is anticipated by the administration and at least forty-eight (48) hours before any Board action is taken on layoff of unit members, the District shall notify the Association in writing by District mail of the proposed action. With such notification, the District shall provide the Association with an updated seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or eliminated and documents supporting the need for layoff. Upon written request, the District shall meet with the Association to negotiate the effects and impacts of the proposed layoff.
- 20.4 Unit members may challenge their place on the seniority roster by making objections to the Personnel Administrator who shall review the objections and conduct an audit if requested and make the results of such audit known to the Association and the unit member(s) prior to the effective date of any layoff(s) involving such unit member(s).
- 20.5 After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to affected unit members, to their last address given to the District, no less than forty-five (45) calendar days prior to the effective date of layoff. A termination interview with the Personnel Administrator may be scheduled during normal working hours, if requested by the unit member. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter.
- 20.5.1 Such notice shall indicate the layoff effective date and inform the unit member of his/her displacement rights, if any, and reemployment rights. The notice shall also include a statement of the unit member's right to request a termination interview with the Human Resources Administrator.
- 20.6 If during the term of this Agreement it is determined, pursuant to Section 19.4 of this Article that a unit member has been improperly laid off and would have been otherwise entitled to employment, said unit member shall be reemployed immediately upon discovery of the error and shall be reimbursed by the District for any loss of salary.

Additionally, seniority, step placement, vacation and sick leave hours shall be reinstated as if there were no interruption in service.

20.7 Reduction In Hours

In the event of a reduction in hours, the District and CSEA shall meet and negotiate upon the request of either party the decision and effects of the reduction in hours.

20.8 No existing employee or position whose hours are at or exceed three (3) hours may be reduced by these layoff procedures to less than three (3) hours per day unless they are laid off completely under the provisions of this Article.

20.9 Reduction in hours shall be no less than fifteen (15) minute increments.

20.10 A reduction in hours applicable to an entire classification of employees shall be allocated as evenly as may be, subject to 20.7 and 20.8 above. The burden of inequality of reduction caused by 20.7 and 20.8 above shall be borne by those most junior.

20.11 Work Year

Any reduction in work year shall be governed by the same concept for reduction and reinstatement of hours.

20.12 Continuation of Benefits

Employees whose hours are involuntarily reduced pursuant to Section 20.7, 20.8 and 20.9 shall not lose District paid health benefits because of such reduction for a period of four (4) calendar months except as otherwise indicated in Section 19.5. Employees and their dependents may have additional rights to continuation of benefits as required by COBRA.

20.13 Reinstatement of Hours

So long as an individual within the classification is entitled to a reinstatement of hours pursuant to applicable Education Code provisions or this Article, no person may be employed in the classification until those unit members within the classification who have been reduced have been offered the position. However, this limitation does not require that the hours of that position be apportioned among those in the classification who have been reduced.

20.14 Displacement (Bumping) Rights

A permanent or probationary unit member who is laid off from a classification and who has previous service in an equal or lower class shall have the right to bump a unit member with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

20.15 A permanent or probationary unit member who has been laid off for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the unit

member is qualified to perform the duties thereof and provided further that the governing board approves such reassignment. Such unit member shall maintain his/her reemployment rights as defined in this Article.

20.16 No unit member shall be laid off from any position while employees serving under limited-term appointment are retained in positions of the same classification unless the unit member declines the limited-term position.

20.17 Re-Employment Rights

Laid off members are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.

20.18 Laid off unit members who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff. Such unit members shall be ranked in accordance with their seniority on the reemployment list(s).

20.19 A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s). Such notice shall be sent concurrently to the eligible unit members by first class mail to the last address given the District by the unit member. Those failing to respond within ten (10) days will not be considered for the appointment. Reinstatement will be in order of reverse seniority, i.e., the most senior will be reinstated first into the position with the greatest number of hours. If a unit member fails to respond to three offers, the unit member will not be notified of future openings unless the unit member notifies the District in writing of the unit member's availability for immediate reemployment. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter.

20.19.1 In the event that a unit member alleges that the unit member did not receive the notice, rather than contest receipt, the only remedy available to the unit member is placement in the next available position in the order of the unit member's seniority.

20.20 A unit member on a reemployment list shall have ten (10) calendar days to respond to an offer of reemployment from the date of its receipt. Any acceptance by such unit member of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in the former classification and with the same number of hours. A unit member given an offer of reemployment does not need to accept reemployment to maintain eligibility on the reemployment list provided the unit member notifies the District of his/her refusal or acceptance of reemployment within ten (10) calendar days after receipt of the reemployment offer. If the unit member is notified by the District to report, the unit member must report to work as designated by the District unless a later report date is acceptable to the District. If the unit member fails to report on the agreed upon date, the unit member will be returned to the employment list.

20.20.1 A unit member's date of reemployment will be the first day the unit member returns to work.

20.21 Seniority earned to and including the effective date of layoff shall be reinstated to the unit member who is subsequently re-employed by the District. Step placement on the salary schedule shall be the same as on the layoff date.

20.22 Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

20.23 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the unit member.

20.24 A laid off unit member shall continue to be covered by the current District paid fringe benefit programs for two (2) months after the effective date of his/her layoff.

20.25 Unit members to be laid off shall be permitted to use up to three (3) days of available personal necessity leave for the purpose of seeking other employment.

20.26 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, or layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the forty five (45) calendar day notice to the affected unit member.

20.27 A permanent or probationary employee, who is to be laid off, shall be offered any temporary or short term position available at that time for which the employee is qualified. Reemployment rights shall not be affected.

A permanent or probationary employee who is on the lay off and reemployment list shall be given preference over non- District applicants for all temporary substitute or short term positions that become available, at the appropriate sub rate.

In order to comply with *Tucker v Grossmont*, an employee laid off because of lack of work or lack of funds is eligible for reemployment in preference to new applicants. In addition, if an employee on the layoff and reemployment list applies and meets the qualification of an open or vacant position not previously held, the employee has a right of reemployment in preference to new applicants.

ARTICLE 21: SAFETY

21.1 The District shall provide a safe work environment and proper safety equipment for its employees.

21.2 Unit members shall be responsible for reporting any accident or injury that occurs to him/her. The accident or injury shall be reported to the immediate supervisor as soon as possible but usually no later than twenty-four hours after the occurrence.

21.3 Unit members shall wear or use District provided safety equipment or gear necessary for the requirements of safety or health.

- 21.4 Unit members are required to report safety problems to their immediate supervisor who shall send a copy to the Personnel Administrator.
- 21.5 The District may conduct drug testing in accordance with the Guidelines to be issued by the United States Department of Transportation for transportation workers. Upon receipt of these regulations, CSEA and the District shall make any needed modifications in the Guidelines so that they can be effectively applied in a school district setting.
- 21.5.1 The District shall adhere to federal law and regulations under the Omnibus Transportation Employee Testing Act of 1991 requiring a controlled substance and alcohol testing program.
- 21.5.2 The District's drug and alcohol testing program shall be applicable for employees who are required to have a commercial driver's license as mandated by the Controlled Substances and Alcohol Use and Testing Rule, Code of Federal Regulations, Title 49, Part 382.
- 21.5.3 The policy of the District is to provide a drug-and alcohol-free school and work environment. The District is committed to providing safe transportation of students and ensuring the safety and well-being of its employees and the public.
- 21.5.4 Employees of the Washington Unified School District who report to work with drugs or alcohol on their persons or in their bodies endanger themselves, their fellow employees, students and general public. Consequently, any covered employee found to be under the effects of drugs or alcohol, or who violates any part of this District policy or applicable procedures and guidelines will be subject to disciplinary action up to and including dismissal.
- 21.5.5 The district controlled substance and alcohol testing program shall include training and education of covered employees to assist them in understanding their responsibilities for achieving a drug- and alcohol free work environment. It is intended the procedure conform with the requirements of U.S.C. Title 49 section 2717 Alcohol and controlled substances testing and C.F.R. Title 49 section 49, 382 and 395 Procedures for drug and alcohol testing.

ARTICLE 22: CONCERTED ACTIVITIES

- 22.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 22.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by unit members who are represented by

the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such actions.

- 22.3 It is agreed and understood that any unit member violating this Article may be subject to discipline, up to and including termination by the District.
- 22.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any unit member or the Association.
- 22.5 It is agreed and understood that the District shall not lock out any unit member during the term of this Agreement.

ARTICLE 23: COMPLETION OF NEGOTIATIONS

- 23.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered by this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on an executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 24: SEVERABILITY

- 24.1 If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.
- 24.2 If any of the provisions of this Agreement are invalidated by a court of competent jurisdiction the District and Association agree to meet and negotiate the subject matter of appropriate replacement within thirty (30) days of the completion of the public notice provisions of Government Code, Article 3, Section 3547.

ARTICLE 25: HEALTH SERVICES PROVISIONS

- 25.1 If there is a need for health related services for a student on a school site, existing classified instructional staff at the site will be asked if they are willing to provide such services and to be trained to do so.
- 25.2 The needs of the student requiring the health related services shall determine the additional work time provided.
- 25.2.1 If such health services are provided during the existing work day, the staff providing them shall be paid a stipend of 5% above their hourly rate for each day in which such services are provided.
- 25.2.1.1 Time for service above should be recorded on a time sheet submitted monthly and approved by site administration.

- 25.2.2 If there is a need to extend the workday of the staff providing the services, they shall be paid as a Health Aide for the extra hours of service.
- 25.2.3 If the staff at the site is unwilling or unable to provide the services, all instructional unit members will be asked if they wish to provide the services.
- 25.2.4 If the staff in the District is unwilling or unable to provide the services, a special health aide may be hired to do so.
- 25.2.5 Should the student no longer be enrolled in the District, or should the student no longer need the service, any additional hours added shall be discontinued upon notice without need for additional negotiations regarding this reduction in hours. The unit member who provided the services shall have the first right at that site to provide health related services in the future.
- 25.3 The District will train all staff assigned to provide health related services.
- 25.4 All staff assigned to provide health related services will be provided with a written copy of this Article, and shall sign it signifying that they have been informed that the position will be discontinued when there is no longer student needed for the services.

ARTICLE 26: MISCELLANEOUS PROVISIONS

- 26.1 The District may participate in community based-work programs as long as the work performed does not displace the work of any unit member.
- 26.2 The Personnel Administrator shall determine that all persons assigned to work in the District are appropriate to render services in a school setting prior to assignment.
- 26.3 Should CSEA notify the District that any of the community-based programs are impacting negatively upon bargaining unit work, the District shall negotiate the continuation of the programs.

ARTICLE 27: NON-DISCRIMINATION

- 27.1 No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her race, color, religion, sex, national origin, ancestry, ethnic heritage, creed, sexual orientation, marital status, political persuasion, age physical disability, mental disability, medical condition, to the extent prohibited by law.

The District and CSEA agree not to discriminate in any manner against an employee because of their Union activity. Additionally, it shall be unlawful for the District to discriminate or threaten to discriminate against employees because of their exercise of rights guaranteed by this Collective Bargaining Agreement.

Claims arising under this Article are to be handled under the appropriate County, State or Federal Office policies and statutory procedures rather than the grievance/arbitration provisions of this Article.

ARTICLE 28: NO CONTRACTING OUT

- 28.1 The District agrees not to contract out any work not currently being contracted in order to eliminate classified unit positions or reduce the hours of existing positions without bargaining the decision with CSEA.

APPENDIX A

DESCRIPTION OF CLASSIFIED BARGAINING UNIT

“ALL CLASSIFIED EMPLOYEES, BUT EXCLUDING THOSE POSITIONS, WHICH ARE LAWFULLY DECLARED MANAGEMENT, SUPERVISORY, AND CONFIDENTIAL.”