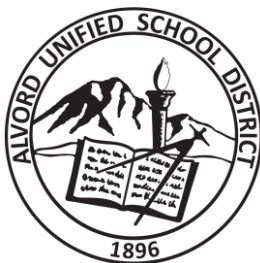


ALVORD UNIFIED SCHOOL DISTRICT
and
California School Employees Association
and its Chapter #339

Collective Bargaining

AGREEMENT

December 1, 2020 – November 30, 2023



AGREEMENT

This AGREEMENT has been made and entered into the 2nd day of April 2020, by and between the California Schools Employees Association and its Chapter 339 (hereinafter referred to as the “Association”), and the Alvord Unified School District (hereinafter referred to as the “District”).

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT the 2nd day of April 2020.

ASSOCIATION:

Sosonja Howard-Mayo
Chapter President
CSEA Alvord Chapter 339

Ben Savage
Chief Negotiator

Robert Archuleta
Maintenance Worker II

Laura Conklin
Campus Supervisor II

B Gernertt
Computer Technician II

Rhonda Macias
Custodian

Denise McQuillan
Special Ed. Inst. Asst. I

Sean Moyer
Delivery Driver/Stock Clerk

Joshua Fleming
Labor Relations Representative

DISTRICT:

Bob Presby, Ed.D.
Chief Negotiator, Asst. Superintendent
Alvord Unified School District

LaShonda Owens
Director II, Human Resources

Linda Zamora-Murillo
Administrative Assistant, Human Resources

Eric Holliday
Director I, Child Nutrition Services

Kevin Emenaker
Executive Director, Administrative Services

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1 **ARTICLE I - RECOGNITION**

2 **Section 1 - Exclusive Representation.** The District confirms the recognition of the CSEA as
3 the exclusive representative for those employees included in the attached Appendix "A";
4 excluding Substitute, Short term, Traffic Assistants, Management, Supervisory and Confidential
5 employees.

6

1 **ARTICLE II - DISTRICT RIGHTS**

2 **Section 1 - Rights, Powers and Authority.** It is understood and agreed that the District retains
3 all of its powers and authority to direct, manage and control to the full extent of the law except to
4 the extent expressly abridged by a specific provision of this agreement. Included in, but not
5 limited to those duties and powers are the exclusive right to: determine its organization; direct the
6 work of its employees; determine the times and hours of operation; determine the kinds and levels
7 of services to be provided, and the methods and means of providing them; establish its policies,
8 goals and objectives; insure the rights and education opportunities of students; determine staffing
9 patterns; determine the number and kinds of personnel required; maintain the efficiency of
10 District operations; determine the curriculum; build, move or modify facilities; establish budget
11 procedure and determine budgetary allocation; determine the methods of raising revenue;
12 lawfully contract out work in accordance with the applicable provisions of Educational
13 Employment Relations Act (EERA and Education Code section 45103.1); hire, classify, assign,
14 transfer, evaluate, promote, terminate, and discipline employees; and take action on any matter in
15 the event of an emergency. "Emergency" is defined as a sudden, urgent, generally unexpected
16 occurrence or occasion, such as acts of God, or severe impacts, work stoppage or interference of
17 District operations requiring immediate attention.

18 The District retains its right to amend, modify or rescind policies and practices referred to in this
19 Agreement in cases of emergency for the duration of such emergency. In the event of the
20 amendment, modification, suspension or rescission of any articles of this Agreement due to
21 emergency, the District will endeavor to make employees whole in regards to compensation
22 issues and agrees to meet and negotiate with CSEA upon written request within a reasonable
23 time as to the effects of such amendment, modification, suspension or rescission, except where
24 such amendment, modification or rescission relates to a work stoppage in which unit members
25 are involved or participating. Emergencies shall not be declared capriciously or arbitrarily.

1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
2 District, the adoption of policies, rules, regulations and practices in furtherance thereof, and
3 the use of judgment and discretion in connection therewith, shall be limited only by the specific
4 and express terms of this Agreement.

5

1 **ARTICLE III - ASSOCIATION RIGHTS**

2 **Section 1 - Right of Access.** CSEA shall have the right of access to areas in which unit members
3 work for the purpose of conducting lawful CSEA business, discussions and activities during non-
4 working time provided:

- 5 (a) an authorized CSEA representative obtains advance permission from the Superintendent
6 or designee regarding the specific time, place and type of activity to be conducted;
- 7 (b) the Superintendent or designee can verify that such requested activities, and the use of
8 facilities will not interfere with the school programs and/or duties of unit members as
9 defined in Article XI, Section 1 of the Agreement, and will not directly or indirectly
10 interfere with the right of unit members to refrain from listening or speaking with a CSEA
11 representative; and
- 12 (c) a "Request for Use of School Premises and School Facilities" form is properly completed
13 and filed with the District Office where the use of District facilities is desired. Access at
14 times other than specified herein shall be by written mutual agreement of the District and
15 CSEA.

16 **Section 2 - Communication.** CSEA shall have the right to use without charge institutional
17 bulletin boards, mailboxes, email and the school mail system (in accordance with law) and other
18 District means of communication, as designated by the Superintendent in writing for the posting
19 or transmission of information or notices concerning lawful CSEA business, provided such
20 information or notices contain the date of posting or distribution and the name of the Association
21 responsible for its issuance. A copy of any such information or notices shall be delivered to the
22 Superintendent or designee at the time of posting or distribution; CSEA shall not post or distribute
23 information which is knowingly false or defamatory of the District or its personnel. The District
24 shall provide visually unobstructed bulletin board space for the exclusive use of CSEA at all work
25 sites and departments. CSEA bulletin boards shall be of a reasonable size consistent with District

- 1 practice. The following is a representative list:
- 2 La Sierra High School.....Staff Lounge, Kitchen
- 3 Norte Vista High SchoolAcross from Staff Mailboxes, Staff Lounge,
4 Kitchen
- 5 Alvord Continuation.....Staff Lounge
- 6 Arizona Middle.....Staff Lounge, By Mailboxes
- 7 Loma Vista MiddleMain Office, Staff Lounge
- 8 Villegas Middle SchoolMain Office, Staff Lounge
- 9 Wells MiddleMain Office, Staff Lounge
- 10 Arlanza Elementary.....Staff Lounge, Front Office
- 11 Collett Elementary.....Staff Lounge, Main Office
- 12 Foothill Elementary.....Staff Lounge
- 13 La Granada Elementary.....Staff Lounge
- 14 Lake Hills Elementary.....Staff Lounge
- 15 Myra Linn ElementaryStaff Lounge
- 16 Orrenmaa ElementaryStaff Lounge
- 17 Promenade ElementaryStaff Lounge
- 18 Rosemary KennedyStaff Lounge
- 19 S. Christa McAuliffeStaff Lounge
- 20 Stokoe ElementaryStaff Lounge, across from mailboxes
- 21 Terrace ElementaryMain Office, Staff Lounge
- 22 Twinhill Elementary.....Staff Lounge
- 23 Valley View.....Staff Lounge
- 24 Alvord Alternative Education CenterStaff Lounge
- 25 Keller SiteStaff Lounge, Main Hallway, Warehouse

1 Child Nutrition Services/Central Kitchen..... Staff Lounge
2 Maintenance Employees' Lounge
3 Materials Center Wall to Left of Entrance
4 District Office..... Staff Lounge
5 Hillcrest High School..... Mail Room

6 The District shall not be responsible for and shall be held harmless for any libelous or illegal
7 CSEA materials posted on bulletin boards or sent through the District mail. Likewise, CSEA
8 shall not be held responsible and shall be held harmless for any materials posted by a third party
9 in violation of the terms of this agreement.

10 **Section 3 - Equipment.** CSEA shall have the right to reasonable use of office equipment during
11 the user's non-working time provided such use does not interfere with the school program or
12 operation or the responsibilities of other unit members. This right shall not include supplies, such
13 as paper and pencils, unless the CSEA reimburses the District for actual costs.

14 **Section 4 - Documents.** CSEA shall have the right to review and/or receive upon written request
15 two (2) copies of all public documents of the District, including the public District budget reports,
16 and revisions provided such information is not privileged, confidential or otherwise exempt under
17 the California Public Records Act. The District shall provide an authorized CSEA representative
18 with a copy of the District employee directory within two (2) weeks of publication. Should the
19 District decide not to publish an employee directory for a given fiscal year, the District shall
20 provide the CSEA representative with an addendum to the previous year's directory by November
21 18th. The directory shall include the name of the unit member, the assignment, work location and
22 work telephone number. The member's home telephone number and address also shall be
23 included provided the unit member voluntarily consents to the release of such information in
24 writing. In addition, the District shall provide an authorized CSEA representative with a copy of
25 the official Board minutes and agenda, including the "agenda message" and enclosures listed

1 therein at the time this information is distributed to the Board.

2 **Section 5 - Release Time.**

3 (a) Chapter Release: CSEA shall have the right of a total of forty (40) hours of paid release
4 time each school year for CSEA business related to District unit members; provided,
5 however, such paid release time is not used in furtherance of or in connection with a work
6 stoppage or other refusal to work. Release time for negotiations, mediation, problem
7 solving meetings with Human Resources, Reclassification Committee meetings, District
8 Safety Committee meetings, joint ad hoc meetings, disciplinary meetings (including
9 meetings which members feel may lead to discipline), and attendance at grievance
10 hearings shall not be charged against said forty (40) hours. Whenever possible, the
11 Association President shall provide written notification to the Human Resources Office
12 of release time at least two (2) days in advance. The notice shall include date, name(s) of
13 the person(s) to be absent, and anticipated duration of release time.

14 (b) Annual CSEA State Conference: The District shall release with pay up to eight (8) duly
15 elected CSEA Alvord Chapter 339 member delegates to take a maximum of five (5) days,
16 if necessary, to attend the annual CSEA State Conference. It is understood that if the
17 conference occurs during a normal off-work time for any elected member delegate, the
18 District shall not pay wages to the individual while they attend the conference. The
19 Human Resources Office shall be notified of the names of the elected delegates as much
20 in advance as possible.

21 (c) CSEA Chapter President: The District shall provide for full release/leave time for the
22 CSEA Alvord Chapter 339 President or CSEA Chapter 339 Officer designee as stipulated
23 in Appendix H. All absences shall be reported to the Assistant Superintendent of Human
24 Resources through AESOP absence reporting system.

25 (d) New Representatives: CSEA shall have the right of a total of twenty-five (25) hours of

1 paid release time each school year for the purpose of providing experience for CSEA
2 representatives to become job stewards, however, such paid release time is not to be used
3 in furtherance of or in connection with a work stoppage or other refusal to work.
4 Whenever possible, the Association President or Chief Union Steward shall provide
5 written notification to the Human Resources Office of release time at least two (2) days
6 in advance. The notice shall include the date, name(s) of the person(s) to be absent, and
7 anticipated duration of release time. The two (2) working days' notice shall not be
8 required in cases of emergency.

9 **Section 6 – Orientation/Inservice.** CSEA shall have the right to conduct an annual
10 orientation/inservice session for unit members on this agreement for no more than thirty (30)
11 minutes. CSEA will be allowed time during new employee orientation to inform about CSEA.

12 **Section 7 - Personnel Files.** CSEA shall have the right to review a unit member's personnel file
13 as permitted by law, provided the CSEA representative first signs in at the District Human
14 Resources Office, and has prior written authorization from such unit member on the District form
15 shown in Appendix "E".

16 **Section 8 – Seniority Lists.** The District shall provide the CSEA with seniority lists for all
17 classifications by October 1 of each year. CSEA may request a digital spreadsheet copy of the
18 seniority list from Human Resources.

19 **Section 9 - Job Representatives.** The CSEA may designate CSEA job stewards. The names of
20 such stewards shall be submitted to the District by January 31 of each year.

21 **Section 10 - Distribution of Contract.** Within a reasonable period after execution of this
22 contract, the District shall print or duplicate and provide, without charge, a copy of this contract
23 for every unit member in the bargaining unit. Unit members at each site shall sign for receipt of
24 each copy, and upon request, CSEA shall receive copies of each site register recording such
25 signatures. Any unit member who becomes a member of the bargaining unit after execution of

1 this Agreement, shall be provided with a copy of this Agreement by the District without charge
2 at the time of employment. Modifications to this Agreement shall be sent to each unit member
3 through the school mail by the District. In addition, the District shall deliver twenty-five (25)
4 copies of the Agreement to the President of CSEA, Chapter #339.

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22 **ARTICLE IV - GRIEVANCE PROCEDURE**

23 **Section 1 - Definition.**

24 (a) A "grievance" is a formal written allegation by a unit member(s) or by the Association,
25 that there has been a violation, misapplication, or incorrect interpretation of a specific

1 provision of this Agreement. It is not the intent of this procedure to provide a means of
2 changing or adding District policies, District regulations, or provisions to this Agreement.
3 Actions to challenge or change the general policies of the District as set forth in the rules
4 and regulations or administrative regulations and procedures must be undertaken under
5 separate legal process. Other employer-employee relation matters for which specific
6 method of review is provided by law are not within the scope of this procedure.

7 (b) A "grievant(s)" may be any unit member of the District. The Association shall have the
8 right to file a grievance on behalf of one or more unit members or itself.

9 (c) The "immediate supervisor" is the administrator having immediate jurisdiction over the
10 grievant who has been designated to adjust grievances. Such designation shall be
11 provided to the CSEA by the District upon request.

12 (d) A "day" is any day in which the central administrative office of the District is open for
13 business.

14 (e) Issues arising out of the exercise by the Board and administration of its responsibilities
15 under the District Rights Article of this Agreement, including the facts underlying its
16 exercise of such discretion, shall not be grievable.

17 (f) In the event that a grievance affects more than one unit member, CSEA may file the
18 grievance on behalf of all affected unit members, and will follow the normal grievance
19 process. Grievances concerning the same issue may be consolidated as long as it does not
20 create unnecessary delay.

21 **Section 2 - Informal Level.** Within ten (10) days after the occurrence of the act or omission
22 giving rise to the grievance, or after the grievant should reasonably have known of the occurrence
23 of the act or omission giving rise to the grievance, and before filing a Level I grievance, the
24 grievant shall attempt to resolve it by an informal conference with the grievant's immediate
25 supervisor or designee. In the event, CSEA has filed a grievance involving multiple unit

1 members, the informal conference may be scheduled with the Director of Human Resources.
2 Compliance with this level shall be indicated by completion of the informal conference form
3 signed and dated by the unit member, or CSEA and appropriate administrator within five (5) days
4 of the conference.

5 **Section 3 - Levels of the Grievance Procedure.**

6 (a) Level I: Within fifteen (15) days after receiving the response on the informal conference
7 form, the grievant must present the grievance in writing on the appropriate District form
8 to the immediate supervisor. This written grievance shall be a clear, concise statement of
9 the act or omission constituting a violation of the Agreement, specifying the specific
10 Article(s), the circumstance involved, the decision rendered at the informal conference,
11 and the specific remedy sought. If the Association files a grievance on behalf of a unit
12 member(s), the written grievance shall be sufficiently detailed to allow the District to
13 identify the affected unit member(s). If the District believes that the grievance does not
14 contain information sufficient to allow the District to identify the affected unit member(s),
15 the District may notify the Association of this, and the Association shall provide sufficient
16 information no later than an appeal to Level II.

17 The supervisor shall communicate a decision to the unit member in writing within fifteen
18 (15) days after receiving the written grievance. If the supervisor does not respond within
19 the time limits, the grievant may appeal to the next level.

20 (b) Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant
21 may appeal the decision on the appropriate District form to the Superintendent or designee
22 within ten (10) days after Level I decision has been rendered. This statement must include
23 a copy of the original grievance and the decision rendered.

24 The grievant may elect to be represented by one CSEA chapter representation and/or the
25 CSEA labor relations representative. The Superintendent or designee shall communicate

1 a decision within ten (10) days after receiving the appeal. If the Superintendent or designee
2 does not respond within the time limits, the grievant may appeal to the next level.

3 (c) Level III: If not satisfied with the decision at Level II, CSEA may submit a request on
4 the appropriate District grievance form to the Superintendent for mediation of the dispute
5 with the State Mediation and Conciliation Service. The request shall be submitted in
6 writing within five (5) days from the CSEA's receipt of the Level II decision.

7 The parties shall attempt to reduce outstanding issues, and, if possible, remedy the dispute;
8 but in no instance shall the mediator impose a decision upon the parties. Any statements
9 made during the mediation process (other than those already documented at Level I and
10 II) shall be confidential and will not be revealed at any future level of the grievance
11 procedure.

12 (d) Level IV: If not satisfied with the decision at Level III, CSEA, may within five (5) days
13 from service of the Level III decision submit a request in writing on the appropriate
14 District grievance form to the Superintendent for binding arbitration of the dispute.

15 CSEA and the District shall attempt to agree upon a binding arbitrator. If no agreement
16 can be reached, they shall request the California State Conciliation Service to supply a
17 panel of seven (7) names of arbitrators. Each party shall alternately strike a name until
18 only one name remains. The remaining panel member shall be the binding arbitrator. The
19 order of the striking shall be determined by lot.

20 The fees and expenses of the arbitrator and the hearing shall be shared equally by both
21 parties.

22 Either party may request that a court reporter be used during the arbitration hearing, and
23 that transcripts be prepared. The cost of the court reporter will be paid by the requesting
24 party unless it is mutually agreed to share the cost by both parties. If the question of
25 arbitrability arises, it shall be ruled upon by the arbitrator prior to hearing the merits of the

1 case. In the event that a case is appealed to an arbitrator on which he/she has no power to
2 rule, it will be referred back to the parties without decision or recommendation on its
3 merits.

4 The binding arbitrator's decision shall be in writing and shall set forth findings of fact,
5 reasoning and conclusion on the issues submitted. The binding arbitrator shall be without
6 power or authority to make any decision which requires the commission of an act
7 prohibited by law or which is violative of the terms of this Agreement. The binding
8 arbitrator shall consider only those issues which have been properly carried through all
9 prior stages of the grievance procedure.

10 The binding arbitrator shall have no power to add to, subtract from, alter, amend or modify
11 the terms of this Agreement. The arbitrator shall have no power to change any practice,
12 policy, rule, regulation or procedure of the District.

13 **Section 4 - General Provisions.**

14 (a) The failure of the grievant to act within the prescribed procedures and time limits stated
15 in this Article shall act as a bar to processing the grievance. The failure of the District to
16 give a decision within the time limits shall permit the grievant to proceed to the next step.

17 If at any level, the grievance is mutually resolved, or if the grievant declines to take further
18 steps, the grievance is considered closed.

19 (b) Until final disposition of a grievance takes place, the grievant is required to conform to
20 the original direction of his/her supervisor.

21 (c) A grievant shall be entitled upon request to representation of one CSEA representative
22 who shall be granted release time to attend any grievance conference or formal hearing
23 provided under this Article, provided such release time is requested when possible twenty-
24 four (24) hours in advance. In order for CSEA to properly investigate a grievance, the
25 district shall insure witnesses are made available for interview with CSEA officers during

1 the witness' normal workday. An interviewees' supervisor may request alternative times
2 for interviews in order to not unnecessarily disrupt District business but shall not impede
3 CSEA's investigation. Where the CSEA has not been requested to represent the grievant
4 at Level I or Level II, and the District is prepared to agree to a resolution of the grievance,
5 the District shall not make any final resolution until the CSEA has received a copy of the
6 grievance and the proposed resolution and has been given an opportunity to file a
7 response. The CSEA shall notify the District in writing of the names of CSEA employee
8 representatives, for the purposes of this Article. If a change is made, the District shall be
9 advised in writing.

10 (d) The time limits specified at each level may be extended by written mutual agreement.
11 Time limits for appeal provided at each level shall begin the day following receipt of the
12 written decision by the Grievant or CSEA.

13 (e) A unit member's grievance form shall be filed in a grievance file separate from the unit
14 member's personnel file.

15 (f) If the grievances involve employees with different immediate supervisors, the grievances
16 may be consolidated by mutual agreement of the parties and filed at Level II.

17 (g) If a grievance arises from the action or inaction on the part of a member of the
18 administration at a level above the employee's immediate supervisor, the grievant may
19 submit the grievance in writing initially at Level II.

20 (h) At any time during the grievance procedure, either party may request a conference,
21 which shall be held within a reasonable time.
22

1 **ARTICLE V - ORGANIZATIONAL SECURITY AND EMPLOYEE**

2 **RIGHTS**

3 **Section 1 - Provisions.**

4 (a) It is the mutual intention of the parties that the provisions of this Article protect the rights
5 of individual unit members without restricting CSEA’s right to require every bargaining
6 unit member to pay a fair share of the cost of collective bargaining activities.

7 (b) The District and the CSEA shall not unlawfully discriminate against any unit member
8 with respect to the terms of this Agreement on the basis of actual or perceived age;
9 ancestry; color; religious creed; denial of medical and family care leave; disability;
10 medical condition; genetic information; military and veteran status; national origin;
11 race; sex; gender; gender identity; gender expression; sexual orientation (as provided
12 by state and federal law); or membership or participation in CSEA activities. Violations
13 of this Article shall not be subject to the grievance procedures of this Agreement except
14 where no other available administrative procedure exists. If an available administrative
15 procedure exists, the unit member shall be precluded from filing a grievance under this
16 section.

17 (c) The District shall deduct from the pay of CSEA members and service fee payers and pay
18 to the CSEA a normal and regular monthly CSEA membership dues or service fee as
19 authorized below:

20 (1) CSEA membership deduction shall be made upon submission to the District of
21 the CSEA membership form duly completed by the unit member and the CSEA.
22 Service fee payment shall be deducted consistent with the provisions of this
23 Article.

24 (2) The District shall not be obligated to put into effect any new, changed or

1 discontinued deduction until the pay period commencing fifteen (15) days or more
2 after such submission.

3 (d) Requirements : Unit members shall maintain membership in good standing in CSEA,
4 pay service fees to CSEA or, if a religious exemption is granted, make equivalent
5 payments to charity in lieu of service fees to be deducted on their first full monthly
6 payroll warrants.

7 **Section 2 – Dues and Service Fee Deductions.**

8 (a) CSEA has the sole and exclusive right to have employee organization membership dues
9 and service fees deducted by the District for unit members.

10 (b) The District shall deduct, in accordance with the CSEA dues and service fee schedule,
11 dues, service fees or payments to charity in lieu of service fees from the wages of all unit
12 members, subject to Education Code Section 45168(b). Nothing contained herein shall
13 prohibit a unit member from paying either dues or service fees directly to CSEA.

14 (c) The District shall, without charge, pay to CSEA within 15 days of the deduction all sums
15 so deducted, except that the District shall pay to the designated charity sums deducted in
16 lieu of service fees from the wages of unit members whose requests for religious
17 exemption have been approved by CSEA pursuant to this agreement.

18 (d) Along with each monthly payment to CSEA, the District shall, without charge furnish
19 CSEA with an alphabetical list of all unit members, identifying them by name, social
20 security number, months per year in paid status and annual salary, and indicating the
21 amount deducted, if any, and whether such deduction is for dues, service fees or charitable
22 contributions.

23 (e) Nothing contained herein shall prohibit a unit member from paying service fees directly
24 to CSEA.

25 (f) The district shall immediately notify the CSEA chapter treasurer if any member of the

1 bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction
2 authorization.

3 (g) The District shall deduct and pay to CSEA service fees for each bargaining unit member
4 who is not a CSEA member in good standing and who is obligated to pay such fees,
5 pursuant to this agreement, unless CSEA notifies the District that the unit member is
6 paying such fees directly to CSEA. A payroll deduction authorization form shall not be
7 required for such deductions.

8 **Section 3 – Religious Exemption.** Any unit member who is a member of a religious body whose
9 traditional tenets or teachings include objections to joining or paying service fees to employee
10 organizations shall not be required to join, maintain membership in, or pay service fees to CSEA
11 as a condition of employment. However, such unit member shall be required, in lieu of a service
12 fee required by this agreement, to pay sums equal to such service fee to one of the following non-
13 religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3)
14 of Title 26 of the Internal Revenue Code:

- 15 1. Alternatives to Domestic Violence
- 16 2. Youth Service Center
- 17 3. The Emergency Shelter and Help Line of Riverside

18 Any unit member claiming this religious exemption must file a written request for exemption
19 with CSEA’s Legal Department. If the request is granted, notification shall be made by the
20 Legal Department to the unit member, the local Chapter, and the District.

21 **Section 4 - Indemnification.** The CSEA agrees to hold harmless and indemnify the District from
22 any liability arising out of the application of this Article.

23 **Section 5 - Renegotiation.** If legislation is passed that conflicts with the language in this
24 Article, the Article shall be subject to renegotiation upon a written thirty (30) day notice from
25 the District or CSEA.

1 **ARTICLE VI - WAGES AND BENEFITS**

2 **Section 1 – Definition.**

3 Every bargaining unit position shall be placed in a class, and each class assigned a salary range.
4 The assignment of the salary range to a class shall be known as “salary classification.” (See
5 Appendix B)

6 **Section 2 - Fringe Benefits Contributions.** Effective October 1, 2019, the District will
7 contribute \$12,957.73 annually per active eligible participating unit member to fund a health and
8 welfare plan which is defined as medical, dental, vision, life and Long Term Disability.
9 Beginning July 1, 2015, the District shall provide an annual contribution equal to 0.5% of the
10 classified salary schedule and \$11,850 x number of “Grandfathered Part-Time Employees with
11 Benefits” (See Section 3(b) of Article VI – Wages and Benefits) to be applied to offset premium
12 increases.

13 Bargaining unit members who work 7.25 hours or less may elect to waive benefits; however, said
14 bargaining unit member(s) must present, to the District, proof of insurance coverage in their
15 spouse/domestic partner’s health and welfare plan. Bargaining unit members who are eligible
16 and participate, may choose life and income protection for the year at no cost. Medical, dental,
17 vision, and life benefits (\$20,000 life insurance policy) will be established in accordance with the
18 plan comparison options.

19 Monthly payroll deductions are calculated on the unit member’s choice of medical plan. The
20 tently payroll schedule shall be as follows: August, September, October, November, December,
21 January February, March, April, May.

22 Revised payroll deductions will begin after the completion of the collective bargaining process
23 with ratification in accordance with CSEA Policy 610.

24 It is the parties’ intent that an open enrollment period for medical benefits will take place during
25 the month of August or September. An additional open enrollment will take place during the

1 month of May or as soon thereafter as possible for classified bargaining unit members who desire
2 to sign up for the IRS Section 125 Plan. The district will notify all eligible bargaining unit
3 members regarding the IRS Section 125 Plan open enrollment period.

4 Plan changes shall be submitted to the plan administrator in accordance with their timeline.

5 Meetings will be scheduled by the District for all eligible bargaining unit members to receive
6 information regarding the IRS Section 125 Plan.

7 Unless otherwise noted the provisions of this agreement continue until a new negotiated
8 agreement is reached and ratified. However, plan options, payroll deductions, changes in carriers
9 or changes of administrator are subject to negotiations for every new plan year.

10 **Section 3 – Eligibility.**

11 (a) Unit members hired May 6, 1982, whose regular daily assignment greater than four (4)
12 hours, shall receive the full benefit entitlement. Those unit members who are employed
13 for four (4) hours or less shall receive benefit entitlement as provided for in the EBP. Unit
14 members employed prior to May 6, 1982, whose regular daily assignment was not greater
15 than four (4) hours per day, shall receive full benefit entitlement.

16 (b) Unit members hired on or after February 1, 2017, whose regular daily assignment is six
17 (6) hours per day or more, shall receive the full benefit entitlement. Unit members
18 employed prior to February 1, 2017, whose regular daily assignment was greater than four
19 (4) hours per day, but less than six (6) hours per day, shall receive full benefit entitlement
20 so long as their regular daily assignment is greater than four (4) hours per day. In the
21 event an employee vacates a position on or after February 1, 2017, and no longer qualifies
22 for the full benefit entitlement as described in this paragraph, the cost savings to the
23 District realized as a result of the change shall be evenly distributed among unit members
24 who receive the benefit in the form of an increase in the District's contribution towards
25 unit members' premiums. The District and CSEA shall annually review the cost savings

1 and prospectively apply it to the District's contribution.

2 **Section 4 – Retirement Benefits.**

3 The District will contribute toward the premiums for medical and dental insurance for all eligible
4 unit members who have reached the age of fifty-five (55) who retire with ten (10) complete and
5 continuous years of service to the District and until said unit members reach their sixty-fifth (65th)
6 birthday or until they are covered by a state or federal medical insurance plan. Starting the 2020-
7 2021 plan year, the District contribution will be fixed at the highest billed rate of the HMO Single
8 or 2-Party plan at the time of retirement. During subsequent open enrollments, the retiree may
9 change their benefits plan and the District's contribution will remain the highest billed rate of the
10 HMO of that tier at the time of retirement. The District will also contribute the retiree billed rate
11 of the dental plan that the employee is enrolled in at the time of retirement. Retiree benefits are
12 not intended for family coverage.

13 **Section 5 – Benefits Advisory Committee.**

14 The purpose of the Benefits Advisory Committee is to explore/oversee cost effective benefit
15 delivery systems in order to provide comprehensive benefit options for unit members, and contain
16 costs. The Association and the District shall be active participants in the Benefits Advisory
17 Committee, working together in good faith. The Benefits Advisory Committee shall meet no less
18 than one (1) time a month. The Association and the District may have up to an equal amount of
19 representatives. The Benefits Advisory Committee shall take the recommendation for the coming
20 plan year to the negotiations team at least three (3) months in advance of open enrollment.

21 The goals of this committee shall include, but not limited to:

- 22 (a) Sharing the responsibility of reducing the costs for health and welfare benefits;
- 23 (b) Researching other health care providers such as, but not limited to: Trusts, Self-Insured
24 Programs, or traditional providers through the Request for Qualification and Proposal
25 (RFQ/P) process;

- 1 (c) Providing adequate coverage to all classified bargaining unit members;
- 2 (d) Reducing, containing, or maintaining the cost of health and welfare benefits to the
3 District;
- 4 (e) Estimating and applying surplus generated from the difference between the district and
5 cap and the cost of the plans. This surplus will be applied to lower the overall costs for
6 employee's payroll deductions. The surplus is created when the district's cap is greater
7 than the plan cost.
- 8 (f) Reporting all findings directly to the Association and the District Negotiations teams;
- 9 (g) Savings generated through this process shall be used to mitigate classified bargaining unit
10 members' health and welfare benefits payroll deductions through the negotiations
11 process.

12 **Section 6 - Wages.** Unit members shall receive wages as set forth in attached Appendix "B."

- 13 (a) Effective July 1, 2004, the hourly rate factor is to be determined by the monthly rate times
14 twelve (12) months divided by fifty two (52) weeks divided by forty (40) hours
15 $\{[(\text{monthly rate} \times 12) \div 52 \text{ weeks}] \div 40 \text{ hours}\}$.
- 16 (b) Initial step placement by the District shall depend on the relevant professional experience
17 of a new hire.
- 18 (c) Step increases shall be effective every year on July 1. Individuals hired after December
19 31 shall have their step increased the following year.

20 **Section 7 - Longevity.** Unit members shall receive twenty-five dollars (\$25.00) per month after
21 ten (10) years employment with the District, an additional twenty-five (\$25.00) per month after
22 fifteen (15) years employment with the District, an additional fifty dollars (\$50.00) per month
23 after twenty (20) years of employment with the District, an additional fifty dollars (\$50.00) per
24 month after twenty-five (25) years of employment with the District, and an additional seventy
25 five dollars (\$75.00) per month after thirty (30) years of employment with the District. All

1 longevity payments for part time unit members shall be paid without regard to proration for part
2 time service and shall be paid in the same manner as that paid to full time employees.

3 **Section 8 - Professional Growth.** All unit members shall have the opportunity to participate in
4 a professional growth plan.

5 Professional Growth is the continuous, purposeful engagement in study and related activities
6 designed to retain and extend the high standards of the educational classified unit members.

7 **Professional Growth is being developed if:**

- 8 (a) The experience reflects increased knowledge, understandings, and skills in the
9 participant's regular assignment;
- 10 (b) The experience provided background material for the activity in which engaged;
- 11 (c) The experience manifests personal development through alertness and responsiveness to
12 the human and social factors of others; or
- 13 (d) The experience assists in fields closely related to the activity in which engaged.

14 **Professional Growth** may be achieved through participation in the following categories:

- 15 (a) College courses
- 16 (b) Workshops sponsored by Public Education Institutions
- 17 (c) District approved Adult Education courses
- 18 (d) Serving as an Officer in Chapter #339

19 **Professional Growth** is a joint enterprise between the District and the individual unit member and
20 must be jointly planned in order to assure maximum gain for both the participant and the District.

21 **(1) Continuing/Higher Education Criteria.**

22 The following criteria are applied in determining approval of courses taken by unit members at a
23 university/college, community college, trade school, or adult school:

- 24 (a) The subject matter of the course must relate directly to the position currently occupied by
25 the unit member; or

- 1 (b) The subject matter of the course must meet the requirements of the position for which the
2 unit member is training; or
- 3 (c) The course which does not meet the requirements of either (a) or (b) above must be
4 acceptable to the Human Resources Office.

5 **(2) Criteria for Conventions/Workshops.**

- 6 (a) Attendance at professional conventions or workshops may be considered for professional
7 growth. Advance approval is required. No credit will be allowed if the district participates
8 in 50 percent (50%) or more of any expense. A total of three (3) hours of programmed
9 attendance is required for one-half (.5) growth point. No more than one and one-half (1.5)
10 growth points may be earned annually through convention or workshop attendance. A
11 report of attendance and conference proceedings must be submitted for credit.
- 12 (b) Holding an elected office in CSEA may be counted for one (1) growth point annually.

13 **(3) Professional Growth Points.**

- 14 (a) Eighteen (18) clock hours work constitutes the equivalent of one (1) semester hour. One
15 (1) semester hour equals two (2) points for a college, junior college, or trade school course.
16 One (1) semester hour equals one and one half (1.5) points for an adult school course.
17 Each District sponsored inservice course equals one point.
- 18 (b) A certificate of satisfactory completion of a course shall be accepted for credit.
- 19 (c) Five (5) of the fifteen (15) growth points may be earned in Public Education Institution
20 workshops. Fifteen (15) of these professional growth points may be earned during a
21 period of three (3) years. The earning or qualifying period ends on June 30 of the year in
22 which the fifteen (15) points are completed.

23 **(4) Limitations.**

- 24 (a) No one shall receive credit for institution lectures or conventions if attended during the
25 working day and/or if employee is being paid for other services unless approved in

1 advance by the Human Resources Office.

2 **(5) Incentive.**

3 The incentive for professional growth is as follows:

4	Initial incentive	\$225	(upon completion of 15 points)
5	Second incentive	\$425 total	(upon completion of 30 points)
6	Third incentive	\$600 total	(upon completion of 45 points)
7	Fourth incentive	\$775 total - maximum	(upon completion of 60 points)

8 Incentives are not accumulative. A unit member may start working toward the next incentive
9 after the fifteen (15) points are completed. Points beyond fifteen (15) will carry forward to the
10 next incentive.

11 The Professional Growth incentive will be paid annually in one (1) lump sum in June of each
12 year. Those unit members completing fifteen (15) points no later than January 31 and submitting
13 verification of completion/transcript/certificate by May 1 will receive the appropriate incentive in
14 June. Incentives completed after January 31 will be paid in June of the next year.

15 **(6) Approval.**

16 A unit member desiring to participate in the Professional Growth program must file his/her Intent
17 to Participate and Request for Professional Growth Credit (see Appendix D) with the Human
18 Resources Office. After the professional growth request has received approval, verification of
19 completion/transcript/certificate will be required by May 1 prior to receiving an incentive in June.

21 **ARTICLE VII - PAY ALLOWANCES**

22 **Section 1 - Pay Warrants.** All regular pay warrants of unit members in the bargaining unit shall
23 be itemized to include all deductions within current practice and within the capability of service
24 provided by the Riverside County Schools Data Processing Center. Pay warrants shall be
25 distributed according to current District practice. Effective July 1, 2006, all unit members will be

1 on a monthly pay cycle. All unit members on a monthly pay cycle who work less than twelve
2 (12) months have the option to request no later than the 15th of September to be paid on a summer
3 pay plan beginning the following summer.

4 **Section 2 - Pay Adjustments.** All payroll corrections, overtime, replacement of lost warrants
5 and other adjustments shall be promptly processed by the District as required by the California
6 Education Code.

7 **Section 3 - Promotion.** Any unit member in the bargaining unit who is promoted to a higher
8 classification under the provisions of this Agreement shall receive a step placement that is no less
9 than 5% above what the unit member would have received if the unit member had remained in
10 the previous classification

11 **Section 4 - Reimbursement.** All reimbursements for mileage, meals, lodging and other expenses
12 as approved by the District will be processed as soon as possible by the District.

13 **Section 5 - Lodging.** Any unit member who, as a result of a work assignment, is required to be
14 lodged away from home overnight, shall be reimbursed by the District for the actual cost of such
15 lodging. The District shall make arrangements for such lodging in advance as soon as the need
16 for such lodging becomes known.

17 **Section 6 - Meals.** Any unit member who is required as a result of a regular work assignment to
18 have meals away from the District shall be reimbursed for the cost of such meals. Unit members
19 shall receive reimbursement for meals at the same rates established for all District employees.

20 **Section 7 - Mileage Reimbursement.** Unit members authorized by the District to use the unit
21 member's personal car in fulfilling a specific work assignment shall be reimbursed consistent
22 with the highest rate paid on a mileage basis by the District. It is understood and agreed that unit
23 member travel between home and work site is exempt from this provision. The reimbursement
24 shall be payment in full for all car operating, maintenance, repair and insurance costs resulting
25 from such use.

1 Unit members required by the District to use the unit member's personal car to provide
2 transportation to more than one work site, resulting from employment in one position, shall be
3 reimbursed upon request at the rate outlined above.

4 It is understood and agreed that unit member travel to more than one work site which is the result
5 of employment in more than one position sought by the unit member shall not be reimbursed.

6

1 **ARTICLE VIII – VACATION SCHEDULE**

2 **Section 1 - Vacation Provision.** Unit members’ vacations shall be scheduled at the convenience
3 of the District with consideration of the needs of the unit members. Vacation is provided with the
4 intent of giving employees an annual break from their work routine. For that reason, the
5 supervisor should make every effort to allow the employee to schedule vacation so that the
6 employee is provided with a suitable period of continuous vacation days.

7 (a) Each full time, twelve (12) month unit member shall accrue vacation days at the rate of
8 one (1) day per month during any given fiscal year.

9 (b) Unit members employed on a less than full time basis and hourly unit members are granted
10 vacation time on a prorated basis proportionate to the number of hours worked. Unit
11 members are eligible for vacation benefits upon completion of the first six months of
12 employment in paid status in accordance with the law. However, earned vacation time is
13 calculated from the beginning of service. Probationary unit members shall be allowed to
14 use vacation time during their first six months of employment for non-designated work
15 days even though such vacation time may not have been earned. In the event a new
16 probationary unit member separates from the District prior to earning the vacation time
17 advanced, the District shall have deducted from the unit member’s final pay warrant the
18 full amount of salary which was paid for unearned days of vacation.

19 (c) A unit member who terminates, is suspended or begins a leave of absence before the end
20 of a year, calculated from the unit member's date of hire, shall receive a prorated portion
21 of the regular vacation time for that year, based upon months of service completed at the
22 time the termination, suspension or leave of absence begins.

23 (d) After five (5) years of consecutive employment with the District (beginning with the date
24 of hire, extending five (5) complete years, and ending with the date of hire), employees
25 will accrue an additional five (5) days in any given year in addition to the vacation time

1 provided in paragraphs (a) and (b) and in accordance with paragraph (c) above will be
2 granted.

3 (e) After ten (10) years of consecutive employment with the District (beginning with the date
4 of hire, extending ten (10) complete years, and ending with the date of hire), employees
5 will accrue an additional ten (10) days in any given year in addition to the vacation time
6 provided in paragraphs (a) and (b) and in accordance with paragraph (c) above will be
7 granted.

8 (f) The unit member shall use their vacation by June 30 of the fiscal year following that in
9 which it is earned. Vacation time may not accumulate beyond June 30 without written
10 approval of the Superintendent or designee. Unit members shall not lose their
11 accumulated vacation days. Unit members shall be paid for any excess unused vacation
12 at the end of the fiscal year following that in which it is earned. Upon termination, the unit
13 member shall be paid for their earned but unused vacation.

14 (g) When a holiday falls during the scheduled vacation of a unit member, the holiday will not
15 be deducted as a day of vacation from the unit member's vacation entitlement.

16 (h) All unit members shall submit to their immediate supervisor a proposed vacation calendar
17 schedule no later than April 30th or fifteen (15) working days after the ratification of the
18 classified work year calendar, whichever is later. Unit members are expected to schedule
19 and take all accrued vacation in the fiscal year it is earned. Vacations shall be scheduled
20 at times requested by unit members in collaboration with their immediate supervisor and
21 the unit member shall schedule vacations considering undue hardship for unit members
22 and district operations. If there is a conflict between unit members who are working on
23 the same or similar operations, as to when vacation shall be taken, the unit member with
24 the greater District seniority shall be given preference.

1 (i) If an employee is unable to take their vacation, due to extenuating circumstances, a work-
2 related need, or anticipates a need for vacation in the following year, the employee shall
3 request permission to cancel and reschedule the vacation day that year, or carry-over the
4 unused days of vacation, not to exceed twenty-two (22) vacation days into the next fiscal
5 year. Any changes shall result in a revised work-year calendar signed by both the
6 employee and supervisor.

7 (j) Unit members who work less than twelve (12) months shall be expected to schedule and
8 take annual accrued vacation on non-designated work days, i.e. Thanksgiving, Winter,
9 President's Week and Spring break. Any additional accrued vacation days may be
10 scheduled by the unit member on the vacation calendar for approval from administration.
11 This shall not prevent unit members from working additional assignments during non-
12 designated work days in accordance with Article XI – Hours and Overtime, Section 4. If
13 a unit member who works less than 12 months, works additional assignments on a
14 scheduled vacation day, they are expected to revise their vacation calendar with their
15 supervisor to reschedule vacation. In such a case, unit members will be paid their normal
16 rate of pay in lieu of using vacation time. The immediate supervisor shall notify each unit
17 member in writing to confirm or deny the requested date(s) for the unit member's
18 vacation. This notification shall be given within fifteen (15) working days as referenced
19 in section 1(h).

20 (k) A request to change a previously scheduled vacation shall be granted or denied, in writing,
21 within ten (10) working days. Should a request be denied, the written notice shall include
22 the member's option to appeal to the Director of Human Resources. Any change may be
23 granted if it will not create an undue hardship adversely affecting the delivery of services
24 in the unit member's department, and shall be subject to the vacation schedules already
25 established. However, disputes may be appealed to the Director of Human Resources

1 (HR) for review. The decision to grant the request shall be based on documentation
2 provided by the employee. The decision of the Director of Human Resources shall be
3 final. Scheduling disputes arising under this section shall not be subject to the grievance
4 procedure.

- 5 (1) Those less than twelve-month unit members who have worked during the summer months
6 shall be given credit for extra hours of vacation leave based on an average of hours worked
7 per day in the summer months. If fifty percent (50%) or more of a summer month is
8 worked, credit is given for the entire month. Summer months are defined as the time
9 between the end of one academic year and the commencement of another.

10

1 **ARTICLE IX - HOLIDAYS**

2 **Section 1 - Holiday Entitlement.** Unit members shall be entitled to the following paid holidays
3 provided they are in a paid status during any portion of the working day preceding or succeeding
4 the holiday: Independence Day, Labor Day, Admission Day, Veterans' Day, Thanksgiving Day
5 and the Friday immediately following Thanksgiving, Christmas Day, New Year's Day plus four
6 (4) additional days during the Winter Break designated by the District calendar, Lincoln Day,
7 Washington Day, Memorial Day, Martin Luther King Jr. Day and additional days as mandated
8 by State or Federal laws.

9 When a holiday herein listed above falls on Sunday, the following Monday shall be deemed to be
10 the holiday in lieu of the day observed. When the holiday listed above falls on a Saturday, the
11 preceding Friday shall be deemed to be the holiday in lieu of the day observed.

12 The District shall pay regular classified unit members who are not normally assigned to duty
13 during the "Winter Break" all contractual holidays that occur during this period provided they
14 were in a paid status during any portion of the working day of their normal assignment
15 immediately preceding or succeeding the "Winter Break."

16 **Section 2 - Additional Holidays.** Any day appointed by the President or the Governor of this
17 state, as provided for in the Education Code for a public fast, thanksgiving, or holiday, or any day
18 declared a holiday under the Education Code shall be a paid holiday for the unit members in the
19 bargaining unit. The purpose of this section is to incorporate the mandatory provisions in the
20 Education Code, and not to otherwise add to, or reduce the designation of holidays.

21 **Section 3 - In-Lieu-of-Admission Day Holiday.** The scheduling of the In-Lieu-of-Day shall be
22 subject to negotiations for each year during the term of the agreement.

23

1 **ARTICLE X - EXPENSES AND MATERIALS**

2 **Section 1 - Required Uniforms and Equipment.**

3 (a) The District may require bargaining unit members to wear a uniform and identification
4 badges during working hours. The District shall provide and pay for the full cost of the
5 purchase, lease, and rental of uniforms, safety equipment, and identification badges.
6 Uniforms shall not be used for off-duty activity by the unit member. All uniforms will
7 remain the property of the District and shall be returned to the District upon separation
8 of employment.

9 (b) Employees assigned to Child Nutrition Services, Maintenance, Operations, Grounds,
10 Warehouse, Information Technology, Custodial, and Campus Supervisor positions, shall
11 be required to wear a uniform during all working hours. Unless otherwise stated, unit
12 members shall be provided eleven (11) uniform shirts. Painters and mechanics shall
13 continue to receive uniforms consistent with District practice. In addition, the District
14 may also provide some positions with jackets, sweatshirts, hats, or aprons as part of the
15 uniform. Uniforms shall be cleaned and maintained at District expense. If the uniform
16 is lost by the unit member, the unit member shall bear the cost of the replacement.

17 **Section 2 – District Required Trainings/Certifications.**

18 The District agrees to provide unit members with any District required trainings/certification.
19 Unit members who elect to attend District required trainings/certifications outside of the
20 District provided times shall be reimbursed at the District cost level to provide such trainings.
21 Unit members shall be released from their assigned positions to participate in the District
22 required and provided trainings/certifications.

23 **Section 3 – Tools.**

24 The District agrees to reimburse the unit member for any loss of tools or equipment belonging
25 to the unit member due to theft, vandalism or damage of such tools or equipment at the unit

1 member's work site. As a condition of reimbursement, such tools or equipment must be
2 required by the District in the course of employment and authorized in writing on the
3 appropriate District form by the unit member's immediate supervisor.

4 **Section 4 - Physical Examination.** The District agrees to either provide a unit member with a
5 required physical examination or reimburse the unit member for such examination in accordance
6 with Education Code Section 45122.

7 **Section 5 - Damaged Property.** The District shall repair or replace the eyeglasses, hearing aids,
8 dentures, watches, and articles of clothing of unit members necessarily worn or carried by the unit
9 member which are damaged while in the line of duty which can be verified and approved by the
10 immediate supervisor provided the damage is not caused through the fault or negligence of the
11 unit member. The District shall pay either the repair cost or the actual value of the item damaged;
12 whichever is the lesser. Claims shall be paid within 45 days of submission.

13

1 **ARTICLE XI - HOURS AND OVERTIME**

2 **Section 1 - Work Hours.**

3 (a) Unit members shall be paid for time worked. The regular workweek of a full-time unit
4 member shall be forty (40) hours, five (5) consecutive days (Monday through Friday),
5 and the regular workday shall be eight (8) hours exclusive of lunch. The scheduling of
6 the hours and the workdays shall be at the sole discretion of the District. This Article shall
7 not restrict the extension of the regular workday or work week on an overtime basis when
8 necessary to carry on the business of the District.

9 (b) In an effort to provide equity for Maintenance and Operations unit members related to
10 meal breaks, the parties agree to the following:

11 (1) The workday will be eight (8) hours per day or ten (10) hours per day at start times
12 mutually agreed upon by the District and the Association;

13 (2) A 45 minute duty free lunch period will be provided between 11 a.m. – 11:45
14 a.m.;

15 (3) If employees choose to take lunch at the Maintenance and Operations Facility,
16 driving time directly to and from the working assignment will be considered as
17 work time (and not counted as part of the duty free lunch).

18 **Section 2 - Overtime Compensation.** The District shall provide compensation at a rate equal
19 to one and one-half (1½) times the regular rate of pay for unit members designated by the
20 District to perform overtime. Overtime is any time worked in excess of eight (8) hours in any
21 one (1) work day or any time in excess of forty (40) hours in any calendar week. In determining
22 overtime, for the purpose of computing the number of hours worked, the time in which the unit
23 member is excused from work because of holidays, sick leave, vacation or other paid leaves of
24 absence, shall be considered as time worked by the unit member. The designation,
25 authorization, and allocation of any overtime shall rest solely with the District. Unit members

1 shall not work overtime without prior District authorization.

2 The District shall offer overtime, in accordance with Section 4 of this article, on an equitable basis
3 among qualified unit members in each department or worksite. For purposes of determining
4 equity of overtime/extra hours distributed/offered, a fiscal year review shall apply.

5 Any reduction in regular assigned time of a unit member shall be as mandated by the California
6 Education Code.

7 Unit members shall receive overtime compensation for work required to be performed on the
8 sixth (6th) and/or seventh (7th) day following the commencement of a workweek as required by
9 Education Code Section 45131.

10 (a) Compensatory Time Off. Compensatory time off is paid leave accrued at the rate of one
11 and one-half (1½) times in lieu of overtime compensation. Compensatory time may be
12 elected at the sole discretion of the unit member. Unit members may elect cash
13 compensation in lieu of accepting compensatory time off. Compensatory time shall not
14 be used without prior approval from the unit member's supervisor. Compensatory time
15 shall be used by June 30th of the school year in which it was earned. Unused compensatory
16 time shall be paid out to the unit member in July.

17 (b) Call Back A call back is defined as noncontinuous work required outside of the unit
18 member's regularly scheduled hours for emergency or unplanned situations, or mandatory
19 meetings, within the unit member's specific assignment. Any unit member called back
20 by the Superintendent or his designee to work after completion of his/her regular
21 assignment shall be compensated for at least two (2) hours of work at the overtime rate
22 even if the actual time worked is less than two (2) hours. Any unit member called in by
23 the Superintendent or his designee to work on a day when the unit member is not
24 scheduled to work shall receive a minimum of three (3) hours paid at the appropriate rate
25 of pay under this agreement.

1 **Section 3 – Mandatory Overtime**

2 The District may, under reasonable circumstances, direct a unit member to work. The District
3 shall attempt to identify unit members desiring to work overtime before directing a unit member
4 to work overtime when the unit member does not wish to do so. This paragraph does not apply to
5 unit members whose regular workday is less than eight (8) hours or whose workweek is less than
6 forty (40) hours.

7 **Section 4 – Distribution of Overtime/Extra Hours to Unit Members.** The District shall not

8 offer overtime/extra hours to substitutes in lieu of permanent unit members. The District shall
9 not contract work out in lieu of overtime/extra hours. Each worksite and/or department shall
10 maintain an overtime/extra hours distribution list consisting of unit members in each classification
11 willing to work overtime/extra hours, beginning with the most senior. Worksites and/or
12 departments shall include new unit members, if the unit member is willing, on the overtime/extra
13 hours list at the time of hire. These overtime/extra hours shall be distributed on a rotation basis
14 among available unit members on each worksite and/or department overtime/extra hours list.
15 Once the overtime/extra hours distribution list has been rotated through, rotation shall continue
16 by going back to the most senior unit member. In the event no unit members on a worksite
17 overtime/extra hours distribution list accepts the overtime/extra hours, the hours will first be
18 offered to unit members in that classification from other worksites, then to other qualified unit
19 members. Such additional hours shall not conflict with the unit member’s regularly scheduled
20 assignment. In the event no permanent employee is able to work overtime/extra hours for an
21 assignment, the district may use substitute employees.

22 **Section 5 – Additional Assignments.** Unit members not on duty status will be allowed but not

23 required to work additional assignments (substitute, temporary, short term). Unit members shall
24 be paid their regular rate of pay for additional assignments in their classification unless such
25 assignment(s) go beyond eight (8) hours in a day or forty (40) hours in a week at which time unit

1 members shall be paid the overtime rate of pay. Such additional hours shall not conflict with the
2 unit member's regularly scheduled assignment.

3 **Section 6 - Working Out of Classification.**

4 (a) The District may require a unit member to perform duties which reasonably relate to those
5 duties fixed and/or prescribed for the unit member's classification. In addition, the District
6 may require a unit member to perform duties which do not reasonably relate to duties
7 fixed and/or prescribed for the unit member's classification.

8 Any unit member, who works out of classification and qualifies for out-of-class
9 compensation under this section, will be placed in the higher classification at a step
10 representing the next higher amount of money than his or her present income for the entire
11 period in which the unit member is required to work out of classification. When
12 placement on the salary schedule under this section would result in an increase in pay of
13 less than 5%, the unit member shall be placed on the next highest step.

14 (b) Out-of-Classification assignments shall be offered as equally as possible among
15 qualified unit members as determined by the District.

16 **Section 7 - Duty Free Lunch.** All unit members who are on duty for five (5) hours or more per
17 day shall be entitled to a non-paid duty free lunch period of at least thirty (30) minutes, but no more
18 than one (1) hour. The scheduling and duration of the lunch period shall be determined by the
19 District; where possible, the District shall take into consideration the preference of the affected
20 employee(s).

21 **Section 8- Rest Breaks.** Unit members shall be entitled to an amount of time for rest breaks as
22 follows: Three (3) hours of assigned time - ten (10) minutes; four (4) hours of assigned time -
23 fifteen (15) minutes; five (5) hours of assigned time - twenty (20) minutes; six (6) hours of assigned
24 time - twenty-five (25) minutes; seven (7) hours of assigned time - thirty (30) minutes. The
25 scheduling and allocation of time for the break period shall be established collaboratively based

1 upon site/department needs.

2 **Section 9 - Shift Differential Premium.**

3 (a) Unit members shall receive a premium of 5% for the entire shift where their work
4 assignment extends four (4) or more hours after 6 p.m. or begins four (4) or more hours
5 before 8 a.m.

6 (b) The unit members shall not lose the shift differential compensation if the unit member is
7 temporarily assigned for twenty (20) working days or less to a shift not entitled to such
8 compensation. All night custodians will be assigned to a day shift during summer recess
9 and shall lose their shift differential from June 1 through July 31. The summer work
10 hours will be from 8:00 a.m. to 4:30 p.m.

11 1. The District agrees to accommodate unit members who experience an undue
12 hardship due to the change in work schedule between June 1 and July 31.

13 **Section 10 - Minimum Days and Inservice Days.** Any day within the work year granted as a
14 minimum day, inservice day, non-student day, teacher training day, teacher institute, or
15 teacher/parent conference day by whatever name for whatever purpose, is a regular work day for
16 all classified unit members, and all unit members shall receive their regular day's pay.

17 **Section 11 – Adjustment of Assigned Time.**

18 (a) The workweek and workday shall be designated by the District for each classified
19 employee at the time of hire/transfer/promotion, with bargaining unit employees receiving
20 a copy of their work schedule at the time they begin their new assignment. Each
21 bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of
22 hours. The District will determine the work schedule for the employee to meet the needs
23 of the schools, departments and the District. Employees will be notified of their work
24 schedule prior to April 30th for the new fiscal year. After April 30th any changes to the
25 work schedule that is more than 30 minutes, must be mutually agreed upon by the

1 supervisor and employee. Upon mutual agreement, the District shall notify CSEA ten
2 (10) days prior to the change in the unit member's work schedule.

3 (b) If it is necessary to adjust the starting and ending time of a bargaining unit member's work
4 schedule thirty (30) minutes or less, the District shall provide ten (10) working days'
5 notice in writing to the bargaining unit member(s) and the Association. The ten (10)
6 working days' notice shall not be required in cases of emergency.

7 (c) Whenever there is a vacant position, permanent unit members whose workday is less than
8 full time may apply and shall be offered increased hours in classification by seniority.

9 (d) Whenever there is a need to increase the hours of a position in which there is an
10 incumbent, permanent unit members whose workday is less than full time may apply and
11 may be offered increase in hours in classification by seniority. However, increase in hours
12 of insignificant impact may be offered to incumbents. Increase in hours of significant
13 impact and/or displacement of unit members shall be subject to written agreement
14 between the Association and the District.

15 (e) Any unit member who works an average of thirty (30) minutes or more per day in excess
16 of their regular part-time assignment for a period of twenty (20) consecutive working days
17 or more shall have their regular assignment adjusted upward to reflect the longer hours,
18 effective with the next pay period.

19 **Section 12 – Work Load.**

20 (a) The District shall make every reasonable effort to maintain an approximate parity of
21 work load within each position in each classification throughout the District.

22 (b) If it is determined that there exists a disparity of work load between positions within any
23 classification, the District shall make whatever staffing assignments necessary to reach
24 approximate parity.

1 **Section 13 – Summer Work Substitutes.**

2 Employees interested in summer substitute work shall submit their interest on the appropriate
3 district form. All summer work (daily substitute assignments, vacancies, etc.) shall be filled
4 among interested and available unit members who have notified Human Resources in writing
5 of their interest to work during the summer. Employees must meet the minimum eligibility
6 requirements of the position and shall only be assigned through the District’s automated
7 substitute placement system. All qualified unit members will have an opportunity to accept
8 substitute assignments. These assignments shall first be offered to Classified unit members,
9 prior to considering substitute employees.

10 **Section 14 - Summer School Selection.**

11 In order to qualify for summer school work assignments, currently known as Summer
12 Extended Learning Opportunities (SELO), the unit member shall complete an
13 appropriate application on or before the deadline date:

- 14 (a) The applicant shall meet the job requirements of the position.
15 (b) Assignments shall be offered by classification on a rotational basis.
16 (c) Within each job classification, assignments shall be offered beginning with the most
17 senior unit member on a rotational basis. Rotations shall continue with the prior year’s
18 Summer School assignments; meaning offers shall start with those individuals who are
19 next on the rotation list based on seniority within:

- 20 (1) Current classification
21 (2) Job family by current classification seniority
22 (3) District wide seniority by qualified classified employee, as determined by the
23 district.

24 [For example, if a Food Service Worker II position is available for Summer School, the
25 position will first be filled by Food Service Worker II employees, then any other Food

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Service Worker, and finally by any other qualified classified employee, based on District seniority.]

(d) CSEA shall receive a list of unit members who worked the previous year's summer school by May 1st.

1 **ARTICLE XII – CLASSIFICATION REVIEW**

2 **Section 1 – Classification Review.**

3 To assure that classified job descriptions are accurate and up to date, the District and CSEA
4 agree to review each classification in the classified bargaining unit every four years. The
5 determination of the classification of employees is not within the scope of the grievance
6 procedure of the classified employee collective bargaining agreement.

7 **Section 2 - Classification Plan.**

8 (a) The Human Resources Department shall establish and maintain a Classification Plan for
9 all positions in the classified bargaining unit. The Classification Plan shall include:

- 10 1. A position classification system which standardizes and classifies positions
11 according to prescribed duties and responsibilities.
- 12 2. Classes shall be placed in groups according to occupational similarity. The
13 occupational groups for the bargaining unit are listed in Appendix K.
- 14 3. At least one benchmark or compensation survey position shall be designated
15 for each occupational group. Compensation survey positions are noted on the
16 list of occupational groups in Appendix K. The designation of benchmarks
17 shall be subject to the mutual agreement of the District and CSEA (designated
18 with an asterisk [*] in Appendix K).
- 19 4. A formal process for reviewing each position in the classified bargaining unit
20 every four years. The Schedule of Reviews is included in Appendix K.

21 (b) For each classification in the classified bargaining unit there shall be established a
22 classification description which shall include:

- 23 1. The official classification title and salary range.
- 24 2. A definition of the class, indicating the duties and responsibilities.
- 25 3. The level of supervision received and if applicable exercised.

- 1 4. A statement of typical tasks to be performed.
- 2 5. A statement of the minimum qualifications required.
- 3 6. A statement of knowledge, abilities and skills required.
- 4 7. A statement of working conditions, including physical abilities and hazards.
- 5 8. The effective date of the classification

6 (c) The allocation of a position or group of positions to a new or existing classification
7 and/or range(s) on the salary schedule shall become effective on a date determined
8 through negotiations. The effective date may not occur prior to the date the Governing
9 Board takes action to approve the reclassification. Reclassifications shall not be
10 retroactive.

11 (d) The determination of the classification of employees is not within the scope of the
12 grievance procedure of the classified employee collective bargaining agreement.

13 **Section 3 - Reclassification of Existing Positions.**

14 (a) Basis for Reclassification.

15 Reclassifications must be based on a gradual increase of duties and responsibilities
16 or reorganization. Determinations shall be based upon the following guideline
17 factors:

- 18 1. Changes in duties and responsibilities normally occurring over a period of not less
19 than two years.
- 20 2. Any increase in responsibilities occurring over a period of not less than two years
21 that have been assigned by the supervisor of the employee.
- 22 3. Organizational changes affecting the position, regardless of the length of time since
23 changes in the position have occurred.

24 Factors which shall not be taken into consideration include:

- 25 1. The volume of work performed by the employee.

- 1 2. The employee's length of service, seniority or time spent at the maximum salary
- 2 step of the position.
- 3 3. The quality of the employee's performance.
- 4 4. The possession by the employee of qualifications and skills not assigned by the
- 5 District to the position.
- 6 5. The number of assigned hours or the monthly/hourly salary of the existing position.

7 (b) Procedures for Classification Review of Existing Positions.

8 The Human Resources Department shall review job descriptions and salary
9 placement of positions as necessary to determine their proper classification and salary
10 placement and shall cause all positions in the classified bargaining unit to be
11 reviewed at least once every four years.

12 (c) During a year in which a position is to be reviewed, the Human Resources Department
13 shall send a notification to the schools and offices that employ persons in the
14 classifications. Employees in those classifications scheduled for review shall also be
15 notified. The notification shall include District-provided timelines, forms and instructions
16 for the scheduled review. Unit members shall be allowed to use normal work hours to
17 respond to the classification review forms and compile supporting documentation.

18 (d) The Human Resources Department shall receive the completed classification review
19 forms and supporting documents, if any, and direct a classification review based on the
20 guidelines established in Section 3, (a), above. CSEA will be provided copies of the
21 completed classification review forms and supporting documentation, if any, prior to
22 negotiations.

23 (e) The Human Resources Department may obtain additional information from the
24 employee, the supervisor or other sources necessary to complete the classification study.
25 These materials will also be used to make classification decisions. CSEA will be

1 provided any new or revised information obtained on a classification review form as it is
2 received by Human Resources. Unit members shall be allowed to use normal work hours
3 to respond to additional information requests and/or compile additional documentation.

4 (f) The classification study may result in one of the following actions:

- 5 1. Allocation of all the positions within a classification to a new or existing
6 classification that has a higher/lower salary range.
- 7 2. Allocation of a group of the positions within a classification to a new or
8 existing classification that has a higher/lower salary range.
- 9 3. Modification of the duties and responsibilities of a position or a group of
10 positions within a classification that does not result in a salary change.
- 11 4. A change in salary without modification of the duties and responsibilities of a
12 position or a group of positions within a classification.
- 13 5. No change.

14 (g) Salary placement considerations made pursuant to Section 3, (b) above shall be
15 made in light of the median total compensation paid for the position at comparable local
16 educational agencies (LEAs), consistent with the provisions of this Agreement, and with
17 the intent to recruit and retain highly motivated and qualified classified professionals.

18 (h) The recommended changes in job descriptions and/or salary ranges will be
19 recommended to the Board of Education for approval at the conclusion of the
20 classification review in the form of a duly negotiated agreement between the District
21 and CSEA.

22 (i) CSEA may request release time each year to meet with impacted unit members of the
23 classification review and prepare for negotiations. The district agrees to honor
24 reasonable requests. To not disrupt District business, a unit member's supervisor may
25 request alternate times for the employee to meet with CSEA.

1 (j) The Human Resources Department shall notify the employee and the employee's
2 supervisor of the results of the classification study.

3 **Section 4 - Employee/Supervisor Requested Special Classification Reviews.**

4 (a) The purpose and intent of the Classification Plan is to establish a process for the regular
5 review of positions in the classified bargaining unit. For this reason, an employee and/or
6 supervisor requested classification review of a position outside the four-year review cycle
7 shall only be granted under rare circumstances and for compelling reasons.

- 8 1. An employee or a supervisor may request a special classification review in the
9 event of organizational changes affecting the position.
- 10 2. The request for a review shall be submitted in writing on a form provided by the
11 Human Resources Department together with a statement of the compelling
12 reasons for the review. The exclusive representative will be provided with copies
13 of all requests for review and statements of compelling reasons.
- 14 3. The Human Resources Department and CSEA shall come to mutual agreement
15 whether the information presented is sufficient to warrant a review of the
16 position, and shall notify the employee or supervisor requesting the review of the
17 decision not later than forty-five (45) working days following receipt of the
18 request.
- 19 4. No more than three positions will be authorized for review outside of their
20 assigned review year.
- 21 5. Reviews authorized under this section shall be conducted in accordance with the
22 procedures outlined in Section 3 (b).

23 **Section 5 - Effect of Classification Decisions on Incumbents.**

24 (a) When all or a portion of the positions within a classification are allocated to a new or
25 existing classification with a higher salary range:

1 Permanent employees shall:

- 2 1. Automatically be reclassified to the position;
- 3 2. Retain seniority earned in the lower class;
- 4 3. Begin to earn seniority in the higher class beginning on the effective date
- 5 of the reclassification.

6 Probationary employees shall:

- 7 1. Automatically be reclassified to the position;
- 8 2. Probationary service in the lower classification shall be credited toward
- 9 probationary service in the higher classification.

10 **Section 6 - Salary Upon Movement to a Classification With a Higher or Lower Salary**

11 **Range.**

12 (a) Movement to a Classification with a Higher Salary Range:

- 13 1. When an employee whose level of responsibility remains the same as
- 14 compared to the existing job description, but the classification is re-designated
- 15 to a higher salary range as a result of benchmark and/or survey data, the
- 16 employee will be placed at the new range and retain the same step.
- 17 2. When an employee whose level of responsibility increases as compared to the
- 18 existing job description, and who is reclassified to a classification with a
- 19 higher salary range, the employee will be placed at the lowest appropriate step
- 20 on the new salary range which provides a full range increase (no less than
- 21 5%).
- 22 3. Range increases will be treated as promotions and follow the promotions
- 23 article language (Article VII, Section 3).

24 (b) In the event a member's salary exceeds the maximum salary of the new salary range,

1 that member shall retain their current salary and shall remain at that maximum
2 salary rate until the salary of the lower classification equals or exceeds the current
3 salary. In the event a member's current salary does not exceed the maximum salary of
4 the lower classification, that member shall be placed at the appropriate step on the
5 lower classification's salary schedule which is closest to, but not less than, the
6 member's current salary while retaining future step increases in the lower
7 classification.

8 1. When all or a portion of the positions within a classification are allocated to a new
9 or existing classification that has a lower salary range, regular classified employees
10 may:

11 a) Transfer to any vacant position in a classification in which the employee has
12 seniority rights.

13 b) If no vacancy is available in a classification in which the employee has
14 seniority rights, the employee may bump the least senior employee in any
15 position they formerly served in a lower classification in which the employee
16 has seniority.

17 c) Remain in the classification to which the position has been allocated (and pay
18 in accordance with Section 6 (b) above).

19 **Section 7 - Classification Appeals.**

20 (a) The District and CSEA may mutually agree during negotiations to use an appeal process
21 when the parties cannot reach agreement on a classification decision or the determination
22 on a special classification review. The classification decision will be referred to a three-
23 member Classification Appeal Panel composed of one out-of-District representative
24 selected by the District and one out-of-District classified employee selected by CSEA.

1 The third member of the panel shall be a volunteer mutually selected by the District and
2 CSEA through an informal process.

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4 (b) The selection of the Appeal Panel will be made within 5 days of the mutual decision to
5 appeal.

6 (c) The Appeal Panel shall determine the matter based on the written documentation
7 submitted by the Human Resources Department and CSEA and provide a written
8 decision to the bargaining teams immediately following the meeting to review the appeal.

9 (d) The decision of the Appeal Panel shall be advisory to the bargaining teams.

10 (e) The decision of the bargaining teams will be recommended to the Board of Education for
11 approval at the conclusion of the classification review in the form of a duly negotiated
12 agreement between the District and CSEA.

13 **Section 8 - Classification Timeline.**

14 The District shall use the following timeline for the classification review each year:

- 15 • Forms go out by the first Friday of September
- 16 • Forms due the first Friday in October
- 17 • Negotiations Teams meet individually to review the materials in October
- 18 • The parties will begin negotiating in November with a goal to finish by
19 March.

1 **ARTICLE XIII – SAFETY**

2 **Section 1 - Definition.** Occupational Safety and Health relates to health, safety
3 and welfare issues in the workplace. CSEA and the District are committed to the promotion
4 and maintenance of the highest degree of physical, mental and social well-being of all
5 students, District employees both part-time and permanent, volunteers, and their families.

6 **Section 2 - Safety Equipment.** The District shall provide safety equipment (as required by law
7 or governmental regulation) necessary to permit unit members to perform assigned duties safely.

8 **Section 3 – Reporting Occupational Safety and Health Concerns.**

9 It is the responsibility of all unit members to be alert in observing occupational safety and
10 health conditions and/or practices, and to report such un-remedied conditions and/or
11 practices in writing on the appropriate District form (OSH Report) to their immediate
12 supervisor and/or site administrator. This form shall be made available at each work site, in
13 the Safety office and on the District website. If no response or corrective action is taken by
14 the supervisor and/or site administrator within ten (10) working days after the unsafe
15 condition and/or practice is reported, the unit member may file a written complaint directly
16 with the Safety Committee and be placed on the agenda of the next Safety Committee
17 meeting to present the OSH complaint. No employee shall be in any way reprimanded as a
18 result of reporting unsafe conditions and/or practices or any condition and/or practices
19 reasonably believed to be a violation of law.

- 20 a) The ten (10) working days set forth above may be waived in the event of an
21 emergency in which the unit member is in imminent danger of bodily harm.
- 22 i. An incident that occurs during non-business hours or on a weekend or holiday,
23 will be reported to the security staff or the proper law enforcement agency.

- 1 b) In such an emergency, the unit member may refuse to perform a duty considered to
2 be placing the unit member in imminent danger of serious injury until there is a
3 determination by the Safety Committee.
- 4 c) An update of significant or serious OSH issues that have affected the District shall be
5 reported at the next regularly scheduled Safety Committee meeting.
- 6 d) The Safety Committee shall provide the School Board a quarterly azenized report of
7 all OSH report and if and how the condition and/or practice was remedied.

8 **Section 4 – Safety Committee.**

9 (a) Purpose.

10 The purpose of the Safety Committee is to increase safety awareness and accident
11 prevention and to review safety, health and sanitation conditions and/or practices for a
12 safe and healthy workplace.

13 (b) Functions of the Committee.

- 14 1. Receive, and review unit member occupational safety and health (OSH) complaints,
15 and coordinate the expedient resolution of acute occupational safety and health
16 concerns.
- 17 2. The Safety Committee may authorize the Committee or Committee members to
18 conduct a site visit to the location of an OSH report to ensure the concern was
19 adequately addressed or monitor progress on the resolution of an OSH concern.
- 20 3. OSH complaint investigations shall be conducted within 20 working days of
21 receiving the complaint and the findings/resolutions shall be reported to the Safety
22 Committee.
- 23 4. To provide a forum for discussing employee work safety programs.
- 24 5. To measure and evaluate the effectiveness of employee work safety programs.

1 6. To make recommendations for implementation and revisions in safety programs and
2 procedures.

3 7. To provide information to employee groups regarding current procedures and any
4 changes in district safety programs.

5 8. The committee shall meet monthly. During the September meeting, all future
6 meetings shall be scheduled for the rest of the year (October – September).

7 (c) Representation of the Safety Committee. The Safety Committee shall be composed of three (3)
8 representatives appointed by the Association and three (3) representatives appointed by the
9 District [at least two (2) representatives from each side constitute a quorum]. The Executive
10 Director, Administrative Services will serve as the Chairperson for the committee.

11 (d) Release Time. The bargaining unit members of the Safety Committee shall be
12 allowed paid release time to carry out their obligations. Such release time shall be
13 upon approval of the Safety Committee Chairperson.

14 **Section 5 - Global Positioning Devices (GPS) on District Vehicles**

15 District owned vehicles include devices that provide Global Positioning Services (GPS) and
16 automated maintenance tracking technology (together, ‘devices’). The devices are intended
17 solely to ensure the safety of the drivers and passengers, as well as, provide real-time
18 maintenance related updates to District personnel.

19 a) These devices will not be used to replace, supplant, or circumvent the supervisory or
20 managerial responsibilities associated with employee supervision.

21 b) If a serious violation of the law, Board Policy or pattern of unsafe behavior is
22 reported, data gathered through the GPS device shall solely be used to confirm or
23 refute any allegations of misconduct.

- 1 c) All bargaining unit members shall be notified of the presence and use of these devices
2 installed in District vehicles. The notice shall include the following:
- 3 a. Purpose of the device;
 - 4 b. The capabilities of the devices and types of information recorded;
 - 5 c. A copy of this article.
- 6 d) The District shall not use these devices for payroll purposes.
- 7 e) The District will not use the GPS capabilities to monitor bargaining unit member's
8 performance.
- 9 f) The District will not engage in GPS surveillance that involves disparate, arbitrary, or
10 targeted surveillance of unit members.
- 11 g) The District agrees to provide CSEA President with a copy of the notification sent to all
12 CSEA employees.
- 13 h) The devices and the data collected by the devices will be administered by the Executive
14 Director, Administrative Services; Director, Child Nutrition Services; Director, Information
15 Technology; and Director, Expanded Learning.
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1 **ARTICLE XIV - ASSIGNMENT, TRANSFER AND FILLING**

2 **VACANCIES**

3 **Section 1 - Assignments and Salary Placement.** The District shall make assignments for each
4 year including job location and salary placement. Notwithstanding the provisions of Article XV,
5 any adjustment of salary placement shall not be at a lower rate on the salary schedule than
6 currently held by the bargaining unit member. If the District has a reasonable and non-disciplinary
7 need to transfer a unit member's job location assignment for the subsequent year, the District shall
8 notify the unit member of the new job location no later than April 30 for the following school
9 year. Whenever possible, changes in job location assignments shall be based on seniority. No
10 subsequent changes to job locations shall be made until the following school year unless identified
11 in Section 5 of this article. Upon written request any unit member may have such assignment or
12 salary placement reviewed by a three-member panel consisting of one representative chosen by
13 the District, one representative chosen by the unit member, and a third member mutually agreed
14 upon. In the event such review is requested, the District and the unit member shall designate their
15 respective representatives within five (5) days of the District's receipt of written notice of desire
16 for review. The third member must be chosen within ten (10) days thereafter. The findings of
17 such panel shall be advisory in nature and not binding upon the District or the unit member. A
18 copy of the findings shall be submitted to the exclusive representative before final action.

19 **Section 2 - Definitions.**

- 20 (a) A transfer is a change of a unit member's particular school or work location within the
21 District, without any change in classification. The following changes are not transfers:
- 22 (1) changes in the school or area location of employees who are not regularly assigned
23 to a single work site;
 - 24 (2) assignment or reassignment at the same school or work location.

1 (b) A vacancy is defined as an unfilled unit position which the District has determined is to
2 be filled by a new or existing unit member rather than a substitute, and which is not filled
3 by an assignment, reassignment or involuntary transfer.

4 (c) A promotion is a change to a higher classification.

5 (d) An assignment is the specific position in which an employee is placed. Assignments
6 include changes in the number of hours worked in the position.

7 **Section 3 – Interview Panel.**

8 (a) CSEA shall receive notification of interviews at least 5 days prior and may appoint a
9 representative to sit on the classified interview panel.

10 (b) CSEA appointed representatives shall be released from duty with pay to participate in
11 interview panels.

12 **Section 4 - Posting of Transfer/Promotional Vacancies.** The District shall post in each
13 bargaining unit work location a list of all bargaining unit transfer/promotional vacancies. The
14 notices shall be posted as openings occur. The District shall advertise all vacancies as either
15 transfer/promotional or open. No posted transfer/promotional opportunity shall be permanently
16 filled until ten (10) work days after the notice has been posted. "Work day" means a day on which
17 the District central administration office is open for business.

18 **Section 5 - Vacancies.** Unit members who meet the minimum qualifications shall be considered
19 in filling any posted transfer/promotional position within the bargaining unit for which they apply.
20 Whenever there are three (3) or more employees who are qualified for such a vacant position who
21 have an appropriate application on file in the Human Resources Office, the District must select
22 one of such employees to fill the position unless the applicant from outside the bargaining unit is
23 better qualified, as determined by the District using the criteria contained in Section 8 of this
24 Article.

25 **Section 6 – Involuntary Transfer.** The District may make individual involuntary transfers at

1 any time for the following reasons as verified by the District:

- 2 (a) To establish or maintain a mix of experience and/or skills;
- 3 (b) To establish or maintain proper ethnic distribution or gender equity;
- 4 (c) To establish or maintain necessary capabilities at any school for English language
5 learner instruction;
- 6 (d) To accommodate changes in school enrollment necessitating either the addition
7 or deletion of staff;
- 8 (e) Transfers in cases of emergency;
- 9 (f) To comply with State and Federal programs.

10 The District shall provide written notification to the affected bargaining unit member(s) and
11 Association ten (10) days in advance of any involuntary transfer excluding reason (e). The written
12 notification shall include the reason for the transfer. For transfers due to reasons (d) and (e) above,
13 the employee with the least district seniority at site will be transferred. Such transfers shall not
14 be for punitive or disciplinary reasons.

15 **Section 7 – Voluntary Transfer.**

- 16 (a) A voluntary transfer is a transfer at the employee's request to another assignment in the
17 same job classification. In connection with initial staffing of new schools, work sites,
18 and/or new departments the District will first seek qualified applicants through the
19 voluntary transfer procedure of this agreement.
- 20 (b) A voluntary demotion is a move from one classification to a previously held lower
21 classification at the employee's request, and will be treated as a transfer, as set forth in this
22 Article.
- 23 (c) A voluntary transfer/increase in hours request form may be submitted to Human
24 Resources for any vacancy prior to the application deadline (See Appendix I) at any time.
- 25 (d) Requests for a specific assignment(s) must be received in Human Resources no later than

1 the application deadline specified in the District announcement for the job opening.

2 (e) Sites/departments will invite all interested transfer candidates to interview and will follow
3 the interview process per Section 3 of this article.

4 (f) The request for a transfer will not jeopardize the unit member's current assignment.

5 **Section 8 - Criteria.** The criteria used for filling vacancies and making transfers, to the extent it
6 does not violate Section 6 of this article, shall include, but not be limited to, such job related
7 factors as: skills, test scores, abilities, evaluation of past job performance and seniority. To the
8 extent permitted by law, the District's affirmative action goals shall be considered.

9 **Section 9 - Notice of Special Assignments.** Except where there are unusual circumstances, unit
10 members shall be notified no later than five (5) days prior to the start of a special assignment to
11 work during the fall, spring or winter break, and summer months. This subsection does not apply
12 to unit members who are 12 month employees.

13 **Section 10 - Promotional Probationary Periods.** An employee who is selected for a promotion
14 shall be subject to a probationary period as if the employee were a new hire. If the promotional
15 probationary employee does not successfully complete the promotional probationary period,
16 he/she shall return to the classification and hours held immediately prior to the promotion. If no
17 vacancy exists in the employee's prior classification, the employee shall bump the least senior
18 employee in a position in the prior classification with the same number of hours held by the
19 promotional probationary employee immediately prior to the promotion. Unit members shall not
20 have seniority in the position in which they did not pass probation.

21

22

1 **ARTICLE XV - LAYOFF AND REEMPLOYMENT**

2 **Section 1 - Notice.** Unit members shall be given notice of layoff not less than sixty (60) days (or
3 by April 29th for programs that end on June 30th) prior to the effective date of the layoff unless
4 otherwise provided by law, and informed of displacement rights, if any, and reemployment rights.
5 (Consistent with the provisions of Education Code 45117.)

6 **Section 2 - Order of Layoff.** Any layoff shall be effected within a classification by reverse order
7 of seniority. Seniority for purposes of this Article means length of service in the current
8 classification plus higher classes. At the time of hire, if two or more unit members are assigned
9 the same hire date, the District will assign the seniority numbers by lot assisted by a CSEA
10 Chapter 339 officer. Seniority shall be calculated as follows:

- 11 (a) For unit members employed prior to June 15, 1990, hours of seniority shall be frozen as
12 of June 14, 1990.
- 13 (b) For unit members hired after June 14, 1990, seniority shall be based upon that unit
14 member's date of hire in the class subject to layoff; "date of hire" means the unit member's
15 first date of paid service to the District in said class, including probationary service in said
16 class.
- 17 (c) If two or more unit members have the same seniority date in a classification, the seniority
18 order in the new classification will be based upon District seniority.

19 **Section 3 - Displacement Rights.** A unit member subject to layoff has the right to displace into
20 the next equal or lower class in which the employee has greatest seniority considering the unit
21 member's seniority in that class and any higher classes in which the unit member has served. A
22 unit member may only displace into classes in which the unit member has previously been
23 employed by the District. A unit member may displace a less senior unit member from a position
24 of greater hours and/or work year.

25 **Section 4 - Seniority Roster.** The District shall provide an updated seniority roster as specified

1 in Article III, Section 8, unless necessary due to a midyear layoff. The updated seniority roster
2 shall be posted annually in the District Office. Laid off unit members shall be given the first
3 opportunity for any substitute work.

4 **Section 5 - Reemployment Rights.** Unit members laid off are eligible for reemployment for a
5 period of thirty-nine (39) months. Reemployment shall be by reverse order of layoff. Such unit
6 members shall be reemployed in preference to new applicants. In addition, such unit members
7 shall have the right to participate in District promotional examinations during the thirty-nine (39)
8 month period.

9 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of
10 layoff or to remain in their present positions rather than be reclassified or reassigned, shall be
11 granted the same rights as persons laid off and shall retain eligibility to be considered for
12 reemployment for an additional period of up to twenty-four (24) months; provided, that the same
13 test of fitness under which they qualified for appointment to the class shall still apply.
14 Determination of the specific period eligibility for reemployment shall be on a class-by-class
15 basis.

16 **Section 6 - Notification of Reemployment Opening.** Any unit member who is laid off and is
17 subsequently eligible for reemployment shall be notified in writing by the District of an opening.
18 Such notice shall be sent by certified mail to the last address given the District by the unit member,
19 and, at the same time a copy shall be sent to the CSEA Chapter President by the District, which
20 shall acquit the District of its notification responsibility.

21 **Section 7 –Unit Member Notification to District.** A unit member shall mail, email and/or
22 otherwise notify, the District of their intent to accept or reject reemployment within ten (10)
23 working days following receipt of the reemployment offer notice. If the unit member accepts
24 reemployment the unit member must report to work in accordance with the District's offer, but in
25 no event may the unit member be required to report earlier than fifteen (15) working days

1 following receipt of the reemployment notice. A unit member who refuses such reemployment
2 offer thereby forfeits all reemployment rights and the unit member's name shall be removed from
3 the reemployment list.

4 **Section 8 - Retirement in Lieu of Layoff.** Unit members subject to or in fact laid off for lack of
5 work or lack of funds may elect service retirement from the Public Employees' Retirement
6 System. Unit members making such election shall be placed on an appropriate reemployment list
7 and the District shall notify the Board of Administration of the Public Employees' Retirement
8 System that retirement was due to layoff. If the unit member subsequently accepts in writing an
9 offer of reemployment, the District shall maintain the vacancy until the Board of Administration
10 of the Public Employees' Retirement System has properly processed the unit member's request
11 for reinstatement from retirement.

12 Provisions of this section shall be consistent with Section (5) Reemployment Rights.

13

1 **ARTICLE XVI - EVALUATIONS**

2 **Section 1 - Evaluation Process.** The evaluation process is intended to provide reinforcement
3 and feedback in a positive collaborative environment. All regular unit members shall be evaluated
4 by their immediate supervisor.

5 **A. Probationary Unit Members**

6 Probationary unit members, promoted or demoted unit members shall be evaluated at the end of
7 the second, fourth and sixth month of their one hundred thirty (130) days in paid status in their
8 regular assignment. A satisfactory evaluation in the sixth month evaluation for all such
9 probationary unit members is necessary for continued employment in that position. A rating of
10 "Needs Improvement" or "Unsatisfactory" on an evaluation shall include an objective and
11 specific recommendation(s) for improvement.

- 12 (a) Unit members will be notified of the date of the annual evaluation conference three
13 working days prior. When an evaluator believes the unit member's performance is less
14 than satisfactory, the three-day notification shall include a written statement. At the time
15 of the evaluation conference, the evaluator shall describe the specific nature of the
16 unsatisfactory performance, make specific recommendations for improvement, provide
17 for observation if applicable, and allow sufficient time for improvement(s).

18 **B. Permanent Unit Members**

19 All evaluations shall become a permanent part of the personnel file of the individual unit member.
20 A rating of "Needs Improvement" or "Unsatisfactory" on an evaluation shall include objective
21 and specific recommendation(s) for improvement.

- 22 (a) Unit members will be notified of the date of the annual evaluation conference five (5)
23 working days prior. When an evaluator believes the unit member's performance is less
24 than satisfactory, a five-day notification is required and shall include a written statement
25 of such fact. At the time of the evaluation conference, the evaluator shall describe the
26 specific nature of the unsatisfactory performance, make specific recommendations for

1 improvement, provide for observation if applicable, and allow sufficient time for
2 improvement(s).

3 (b) Unit members who have received two satisfactory annual evaluations in the current
4 classification will be evaluated every two years. The supervisor or employee may
5 withdraw consent prior to October 31 of the non-evaluation year and the employee will
6 be evaluated that year. Employees receiving a less than satisfactory evaluation will be
7 evaluated the following year.

8 **Section 2 - Distributions of Evaluations.** Each unit member must receive from his/her
9 supervisor a copy of the evaluation report to be sent to the Human Resources Office. The
10 supervisor shall discuss the evaluation with the unit member at this time. The unit member shall
11 sign the copy to be sent to the Human Resources Office. The signature shall mean only that the
12 unit member has discussed the report with his/her supervisor, and has received a copy of that
13 report.

14 **Section 3 - Response to Evaluation or Derogatory Information.** Whenever a unit member
15 receives information of a derogatory nature including negative evaluations, he/she shall have the
16 right to write a rebuttal at any time, to be placed in the employee's personnel file.

17 Derogatory information or negative evaluation will be held for ten (10) workdays prior to
18 placement in the employee's personnel file. A rebuttal shall be attached to the derogatory
19 information or negative evaluation if one is submitted by the employee.

20 **Section 4 - Evaluation and Grievance.** A unit member shall have the right to grieve only an
21 alleged violation of the evaluation procedure as set forth in this Article.

22 **Section 5 - Personnel File Review.** Unit members have the right to review their personnel file
23 as permitted by law. This personnel file shall be maintained in the District's Human Resources
24 Office. Unit members whose hours of employment are the same as the District office hours of
25 operation shall be entitled to reasonable release time as determined by the District for the purpose

1 of reviewing their personnel file.

2 **Section 6 - Representation.** An employee shall have the right to have a CSEA representative
3 present at evaluation meetings. The unit member shall advise the supervisor of their intent to be
4 represented by the CSEA representative.

5

1 **ARTICLE XVII - LEAVE PROVISIONS**

2 **Section 1 - General.** The benefits which are expressly provided in this Article are the sole leave
3 benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave
4 benefits are not incorporated, either directly or implied, into this Agreement, nor are such other
5 benefits subject to the grievance procedure herein.

6 **Section 2 - Definition of Immediate Family.** For purposes of the leaves provided herein, an
7 "immediate family" member shall be limited to:

- | | |
|----------------------------------|---|
| 8 Spouse/Partner | Sibling |
| 9 Parent | Sibling of spouse/partner |
| 10 Child | Any relative or legally recognized person |
| 11 Grandparent | living in the immediate household of |
| 12 Grandchild | the unit member |
| 13 Parent of spouse/partner | Foster Parent |
| 14 Child of spouse/partner | Foster child |
| 15 Grandparent of spouse/partner | Stepparent |
| 16 Grandchild of spouse/partner | Stepsibling |
| 17 Child's spouse/partner | |

18 **Section 3 - Personal Illness and Injury Leave.**

19 (a) Full time unit members shall be entitled to one (1) day leave with full pay for each month
20 of service during the year for purposes of personal illness or injury, or for routine medical
21 and dental appointments which cannot reasonably be scheduled during non-working
22 hours. Unit members who work less than full time shall be entitled to that portion of leave
23 as the number of hours per week of scheduled duty related to the number of hours for a
24 full time unit member in a comparable position.

25 (b) **Entitlement to Other Sick Leave**

26 In addition to (a) above, unit members shall once a year be credited with a total of 100
27 working days paid sick leave. Such days of paid sick leave shall be compensated at not
28 less than fifty (50) percent of the employee's regular salary. This paid sick leave shall be
29 exclusive of any other paid leaves, holidays, vacation, or compensating time to which the
30 employee may be entitled.

1 (c) After a unit member has exhausted all his/her sick leave, vacation, and other available
2 paid or unpaid leave and if the unit member is not medically able to assume the duties of
3 the person's position the unit member will be placed on a 39-month reemployment list for
4 their classification. The unit member may coordinate vacation or any other paid leave
5 upon written request with the 100 working days leave in (b) above. All vacation or any
6 other paid leave shall be applied prior to placement on the 39 month reemployment list.
7 The unit member shall be eligible for reemployment for a period of 39 months. If the unit
8 member can provide a physician's written certification to return to work, the unit member
9 shall be employed in preference to new applicants.

10 (d) If a unit member does not utilize the full amount of leave as authorized in (a) above in any
11 school year, the amount not utilized shall be accumulated from year to year.

12 (e) Upon written request by the District and for legitimate District reasons, a unit member
13 shall be required to present a medical doctor's certificate verifying a request for personal
14 illness or injury and/or a medical authorization to return to work following such leave.

15 The unit member shall not misuse the personal illness and injury leave or refuse to
16 cooperate with a request for verification. Before a unit member returns to work, the
17 District may require an authorization from a physician appointed by the District and/or
18 the unit member's physician at the District's expense. If the report concludes that the
19 absence is not due to personal illness or injury, or that the illness is not sufficiently severe
20 to warrant continued absence, then the Superintendent or designee, after notice to the unit
21 member, may refuse to grant such leave.

22 Legitimate District reasons include where the pattern of employee conduct indicates abuse
23 of personal illness and injury leave on a continuing basis; where specific information
24 indicating a unit member is misusing personal illness and injury leave.

25 (f) A unit member must contact his/her immediate supervisor (or other District office, as

1 directed) as soon as the need to be absent is known, but in any event not less than one hour
2 prior to the time the employee is scheduled to report to work, unless such notification is
3 impossible due to circumstances outside of the control of the employee, to permit the
4 employer to secure substitute service. Failure to provide adequate notice may be grounds
5 for disciplinary action.

6 (g) A unit member who is absent for one (1) day or less shall have deducted the actual amount
7 of time lost from the appropriate leave.

8 (h) Each unit member shall be notified of the accumulated leave by no later than July 31 of
9 each school year.

10 (i) Those ten-month unit members who have worked during the summer months shall be
11 given credit for extra hours of sick leave based on an average of hours worked per day in
12 the summer months. If fifty percent (50%) or more of a summer month is worked, credit
13 is given for the entire month. Summer months are defined as the time between the end of
14 one academic year and the commencement of another.

15 **Section 4 - Personal Necessity Leave.**

16 (a) Requests for any personal necessity leave must be approved by the Superintendent or the
17 Assistant Superintendent, Human Resources, and if granted the absence will be charged
18 to the unit member's accumulative personal illness and injury leave. Any accumulated
19 days of leave of absences for illness or injury may be used by the employee for personal
20 necessity as listed in 4(b) below. Upon written request by the District, and for legitimate
21 District reasons, a unit member shall be required to present documentation verifying the
22 reason for personal necessity leave.

23 (b) For purposes of this provision, personal necessity days shall be limited to: (1) death of a
24 member of the unit member's immediate family or aunt or uncle or brother-in-law or
25 sister-in-law of the unit member; (2) an accident which is unforeseen involving the unit

1 member's person or property, or the person or property of the unit member's immediate
2 family; (3) an illness of a member of the unit member's immediate family which is serious
3 in nature, which under the circumstances the unit member cannot reasonably be expected
4 to disregard, and which requires the attention of the unit member during his/her assigned
5 hours of service; (4) appearance in court when the unit member is a litigant, except where
6 the unit member is a litigant against the District; (5) appearance of preinduction physical
7 examination; (6) absence due to natural phenomenon which prevents unit members from
8 reaching work; (7) absence for the purpose of observing a religious holiday of the unit
9 member's faith; (8) the promotion or graduation from intermediate school, high school or
10 college of an immediate family member as defined in Section 2 of this Article; (9) other
11 reasons as determined by the Superintendent or his/her designee. Under no circumstances
12 shall leave be available for purposes of personal convenience or for the extension of a
13 holiday or vacation, or for recreational activities.

14 (c) Before the utilization of Personal Necessity Leave the unit member must obtain prior
15 written approval from the appropriate management person, except for cases of (1), (2),
16 (3), and (6) in Section 4(b). The unit member must submit the Personal Necessity Leave
17 form for approval to the appropriate management person before the utilization of the
18 Personal Necessity Leave. Should the circumstances outlined in (1), (2), (3), and (6) arise,
19 the unit member shall verify in writing on the appropriate Personal Necessity Leave form
20 immediately upon return to duty that the Personal Necessity Leave was used only for
21 purposes as set forth in Section 4(b) above. A unit member will be subject to appropriate
22 disciplinary action if the leave was used for purposes other than stipulated.

23 **Section 5 – Personal Business Leave.** Unit members shall be eligible to use up to three (3) days
24 for personal business leave each school year, to be deducted from any available sick leave
25 days accrued. Employees shall be required to give the District reasonable advance notice

1 to use such personal business leave. If there is a conflict between unit members who are
2 working on the same or similar operations as to when personal business may be taken, a
3 collaboration between the unit member and the supervisor may take place to resolve the
4 conflict. If no resolution is reached, the unit member with the greater District seniority
5 shall be given preference.

6 Unit members who have accumulated in excess of twenty-nine (29) or more sick leave
7 days shall be eligible to use up to three (3) more days for personal business leave for a
8 total of up to six (6) days for personal business leave each school year.

9 Such leave may be taken in increments of days or hours at the discretion of the unit
10 member.

11 **Section 6 - Bereavement.**

12 (a) A unit member shall be entitled to a maximum five (5) days leave of absence. In the event
13 of the death of a unit member's spouse, domestic partner, or child, said leave shall be
14 seven (7) days. Two (2) additional days will be granted to a unit member if travel of more
15 than three hundred (300) miles one (1) way or out of California is required because of the
16 death of any member of the unit member's immediate family.

17 (b) A unit member shall request approval from the Superintendent or their designee for
18 bereavement to extend to relatives not designated as immediate family under Section 2 of
19 this Article.

20 **Section 7 - Leave for Pregnancy Disability.**

21 (a) Unit members are entitled to use sick leave as set forth in Sections 3(a) and (b) for
22 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
23 therefrom on the same terms and conditions governing leaves of absence from other
24 illness or medical disability. Such leave shall not be used for child care, child rearing, or
25 preparation for childbearing, but shall be limited to those disabilities as set forth above.

1 The length of such disability leave, including the date on which the leave shall commence
2 and the date on which the duties are to be resumed, shall be determined by the unit member
3 and the unit member's physician; however, the District may require a verification of the
4 extent of disability from the unit member's physician and/or through a physical
5 examination of the unit member by a physician appointed by the District.

6 (b) Unit members are entitled to leave without pay or other benefits for disabilities because
7 of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth
8 in Section 3(a) and (b) has been exhausted. The date on which the employee shall resume
9 duties shall be determined by the unit member on leave and the unit member's physician;
10 however, the District may require a verification of the extent of disability from the unit
11 member's physician and/or through a physical examination of the unit member by a
12 physician appointed by the District at its expense.

13 (c) The unit member on leave for pregnancy disability shall be entitled to return to a position
14 in the District comparable to that held at the time the leave commenced.

15 (d) Any leave under this section of the contract shall run concurrently with, and shall not be
16 an addition to, any leave which may be available under the federal Family & Medical
17 Leave Act of 1993.

18 **Section 8 - Leave Without Pay for Childbearing Preparation and Child Rearing.**

19 (a) Leave without pay or other benefits may be granted to a unit member for preparation for
20 childbearing or child rearing.

21 (b) The unit member shall request such leave as soon as practicable, but under no
22 circumstance less than thirty (30) work days prior to the date on which the leave is to
23 begin unless an emergency is certified by the attending physician. Such request shall be
24 in writing and shall include a statement as to the dates the unit member wishes to begin
25 and end the leave without pay.

1 (c) The date on which the leave shall begin and the duration of such leave shall be at the
2 discretion of the Superintendent when considering the scheduling and replacement
3 problems of the District.

4 (d) The duration of such leave shall be not more than twelve (12) consecutive months, and
5 shall automatically terminate on June 30 in the school year in which such leave is granted.
6 The unit member may apply in writing for an extension of such leave prior to June 30 in
7 any given year.

8 (e) The unit member is not entitled to the use of any accrued sick leave or other paid leave
9 while on leave for this purpose, except upon written certification by the attending
10 physician, when the illness or disability is related to pregnancy, miscarriage, childbirth,
11 or recovery therefrom.

12 (f) There shall be no diminution of employment status for this leave except that no unit
13 member shall be entitled to compensation, increment or seniority increase, or the accrual
14 of seniority for layoff.

15 (g) If a unit member is on leave for childbearing or child rearing then in the event of a
16 miscarriage or death of a child subsequent to the childbirth, the unit member may request
17 an immediate assignment to a unit position. If there is not a vacancy for which the unit
18 member is qualified, the District will assign the unit member to a position as soon as
19 possible.

20 (h) Any leave under this section of the contract shall run concurrently with and shall not be
21 in addition to any leave which may be available under state or federal law for the same
22 purposes as the leave under this section. Any right to have health benefit premiums paid
23 by the District pursuant to federal law shall be limited to a maximum of twelve (12) weeks
24 in any twelve (12) month period.

25 **Section 9 - Parental Leave and Child Bonding.**

1 (a) **Parental Leave** - A unit member shall be allowed two (2) days leave upon the occasion
2 of the birth or adoption of his/her child without the loss of pay. All or part of the leave
3 may be taken immediately before, during or immediately after the child's birth or
4 adoption. Any leave under this section of the contract shall run concurrently with and
5 shall not be in addition to any leave which may be available under state or federal law for
6 the same purposes as the leave under this section. Any right to have health benefit
7 premiums paid by the District pursuant to federal law shall be limited to a maximum of
8 twelve (12) weeks in any twelve (12) month period.

9 (b) **Child Bonding** – Once a bargaining unit member has legal custody of a child, he or she
10 may use up to twelve (12) weeks of Personal Illness and Injury Leave to bond with the
11 child. When possible, requests for child bonding leave shall be made 30 days in advance
12 of the requested leave time and these leaves will be taken in a minimum duration of two
13 weeks. An employee requesting bonding leave for the duration of less than two weeks
14 will have these leave requests granted on two occasions. Any leave taken must be
15 concluded within one year of the birth or placement of the child with the employee. If two
16 bargaining unit members are parents of the child, only one is eligible for child bonding
17 leave at a time and the twelve (12) weeks of bonding leave will be shared between the
18 two parents.

19 **Section 10 - Industrial Accident Leave.**

20 (a) Definition: "Industrial Accident," as used in this section, is defined as any accident or
21 illness arising out of, or in the course of, the employment of the unit member which
22 requires the unit member to be absent from work. Unit members will be entitled to
23 Industrial Accident Leave for personal injury, which has qualified for worker's
24 compensation under the provisions of the District Compensation Insurance Carrier.

25 (b) Industrial Accident Leave with full pay shall be allowed for up to sixty (60) working days

1 in any fiscal year for any given industrial accident. When such a leave overlaps into the
2 next fiscal year, the unit member shall be entitled to only the amount of such unused
3 amount of such leave due him/her for the same industrial accident.

4 (c) The District, at District's expense, has the right to have the unit member examined by a
5 physician designated by the District to assist in determining the length of time during
6 which the unit member will be temporarily unable to perform assigned duties.

7 (d) For any days of absence from duty as a result of the same industrial accident, the unit
8 member shall endorse to the District any wage loss benefit check from the District
9 Compensation Insurance Carrier which would make the total compensation from both
10 sources exceed one hundred percent (100%) of the amount the unit member would have
11 received as salary had there been no industrial accident or illness.

12 (e) Whenever a unit member goes out on industrial leave, such leave shall run concurrently
13 with both state and federal family and medical leave.

14 (f) If the unit member fails to endorse to the District any wage loss disability indemnity check
15 received on account of the industrial accident or illness as provided above, the District
16 shall deduct from the unit member's salary warrant the amount of such disability
17 indemnity actually paid to and retained by the unit member.

18 (g) When entitlement for industrial accident leave has been exhausted, the unit member shall
19 be entitled, in accordance with the law, to use any sick leave, vacation or other paid leave
20 to which he is entitled, provided that payment for such paid leave when added to any
21 temporary disability indemnity shall result in payment to the unit member of not more
22 than his full salary less appropriate (regularly authorized) deductions.

23 (h) When all available paid leave has been exhausted and the unit member is not able to
24 resume the duties of his position he may elect to resign or to request a leave of absence
25 without pay or he shall be placed on a reemployment eligibility list for a period of thirty-

1 nine (39) months.

2 (i) Unit members on this leave shall not leave the State without permission of the District.

3 **Section 11 - Judicial Leave.**

4 (a) Jury Leave. - Unit members shall be provided leave for regularly called jury duty. The
5 unit member shall submit an official copy of notice to serve as a juror, no less than ten (10) days
6 prior to the beginning date of the leave.

7 The unit member, while serving jury duty, shall receive pay in the amount of the
8 difference between the unit member's regular earnings and any amount received for jury
9 service, excluding payment for meals, mileage and parking.

10 (b) Court Appearance.

11 (1) District Subpoena or Designation.

12 If the District subpoenas an employee, the District will provide paid leave for the
13 duration of the appearance required by the District's subpoena. If the District
14 designates an employee to appear to represent the District's interest, the District
15 will provide paid leave for the duration of the appearance required by the District's
16 designation. If a unit member is subpoenaed as a result of the unit member
17 carrying out his/her duties as an employee of the District, the District may, in its
18 discretion, approve paid leave for the duration of the appearance required by the
19 subpoena.

20 (2) Personal Property Damage Leave.

21 The District will provide one (1) day of paid leave per incident of damage to a unit
22 member's personal property for the purpose of complying with a subpoena to be a
23 witness in a criminal action involving damage to the unit member's personal
24 property which occurs on school property while the unit member is on duty. The
25 procedures which apply to jury duty leave shall be followed.

1 (3) Other Court Appearances.

2 Unit members may use personal necessity leave as provided in Section 4 of this
3 Article for a mandatory court appearance limited to appearance as a litigant or as
4 a witness pursuant to lawful judicial or administrative subpoena, except where the
5 unit member is a litigant or witness for a litigant against the District. The
6 procedures which apply to jury duty leave shall be followed. In any case in which
7 a witness fee is payable, and on which personal necessity leave is used, such fee
8 shall be collected by the employee and remitted to the District.

9 (c) Employees are required to return to the Human Resources Office verification of
10 attendance and times actually served. These may be cumulatively submitted at the
11 conclusion of judicial leave.

12 (d) Any employee in the bargaining unit who is required to serve on jury duty for more than
13 four (4) hours during a workday shall be relieved from work with pay for that workday.

14 (e) Any employee in the bargaining unit who is required to report to jury duty by 8:00 a.m.
15 shall not be required to report to his/her work location prior to reporting to jury duty.

16 **Section 12 – Other Leaves Without Pay.**

17 (a) Upon recommendation of the Superintendent and approval of the Governing Board, leave
18 without compensation, increment, or seniority credit may be granted for a period of up to
19 eighteen months for purposes of care for a member of the immediate family who is ill,
20 long-term illness of the unit member, or other reasons authorized and approved by the
21 Superintendent or his/her designee. Such leave may only be granted upon exhaustion of
22 all available paid leaves of absence, including vacation and compensatory time.

23 (b) The application for and granting of such leaves of absence shall be in writing. In addition,
24 the unit member on such leave shall notify the Human Resources Office sixty (60)
25 calendar days prior to the beginning of the unit member's scheduled work year as to an

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intent to return to employment in the District. Failure to so notify may be considered an abandonment of position.

Section 13 - Military Leave. Unit members shall be granted military leave as required by law.

1 **ARTICLE XVIII - SAVINGS PROVISION**

2 If any provisions of the Agreement are held to be contrary to law by a court of competent
3 jurisdiction, or by rule, regulation, or order issued by a governmental authority, such provision
4 shall not be deemed valid and subsisting except to the extent permitted by law, but all other
5 provisions shall continue in full force and effect. In such event, the parties agree to meet and
6 negotiate within thirty (30) days on the affected provisions.

7

1 **ARTICLE XIX - CONCERTED ACTIVITIES**

2 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing in
3 connection therewith or refusal to fully and faithfully perform job functions and responsibilities,
4 or other interference with the operations of the District by CSEA or by its officers, agents or
5 members during the term of this Agreement including compliance with other labor or unit
6 member organizations to engage in such activity.

7 The CSEA recognizes the duty and obligations of its representatives to comply with the
8 provisions of this Agreement and to make every effort toward inducing all unit members to do
9 so. In the event of a strike, work stoppage, slow-down, picketing in connection therewith, the
10 CSEA agrees in good faith to take all reasonable steps to cause those unit members to cease such
11 action.

12 It is understood that any unit member violating this Article may be subject to discipline up to and
13 including termination by this District. In the event this Article is violated, the District reserves
14 the right to take such lawful action as it deems appropriate.

15 During the terms of this Agreement or any extension thereof, the District agrees that it will not
16 lock out its unit members, or refuse to submit disputes under the grievance procedure to binding
17 arbitration.

18

1 **ARTICLE XX - SUPPORT OF THE AGREEMENT**

2 **Section 1 - Support of the Agreement.**

3 The District and the CSEA agree that it is to their mutual benefit to encourage the resolution of
4 differences through the meet and negotiation process. Therefore, it is agreed that CSEA and the
5 District will support this agreement and any tentative agreements or other agreements for their
6 term. Further it is agreed that the District and/or CSEA will not appear before the District's Board
7 concerning any matter subject to the meet and the negotiation process except when the parties
8 have reached an impasse.

9 **Section 2 - Mutual Trust and Respect .**

10 The District and the CSEA are committed to maintaining a relationship based on mutual trust and
11 respect. The parties agree that the “interest based” approach to problem solving and negotiations
12 is a desirable approach for the parties to use.

13 **Section 3 – Periodic Meetings.**

14 The District and the CSEA shall continue to meet periodically to discuss items of interest and
15 concern. Such meetings are not intended to impose a duty to bargain on either party during the
16 term of this agreement or to create a waiver of the duty to bargain otherwise agreed to by the
17 parties.

18 **Section 4 – Effect of Agreement .**

19 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
20 over District practices and procedures and over State laws to the extent permitted by State law,
21 and that in the absence of specific provisions in the Agreement such practices and procedures are
22 discretionary with the District except those which are mandatory subjects of bargaining as
23 required by law.

24 **Section 5 - Completion Of Meet And Negotiation.**

25 During the term of this Agreement, the District and the CSEA expressly waives and relinquish

1 the right to meet and negotiate with respect to any subject or matter whether or not referred to or
2 covered in this Agreement, even though such subject or matter were proposed and later
3 withdrawn.

4 Forms included in the appendices may be updated and posted on the District website. Any
5 changes to the forms in this contract are subject to written agreement.

1 **ARTICLE XXI - TERM**

2 This contract shall be in effect December 1, 2020 through November 30, 2023, and thereafter
3 shall continue in effect year by year unless one of the parties notifies the other in writing as
4 follows:

5 (a) **Reopener Negotiations:** During the 2020-21 school year, there may be a reopener
6 on Article VI (Wages and Benefits) and in the 2021-22 school year, there may be reopeners
7 on Article VI (Wages and Benefits) and two (2) additional articles to be selected by each
8 party, provided one party initiates this reopener provision by giving notice to the other party
9 in writing no later than June 1st of the respective year.

10 (b) **Successor Agreement:** This Agreement shall continue in effect unless one of the
11 parties notifies the other in writing no later than June 1, 2023, of its request to modify,
12 amend or terminate the contract.

13
14 If by November 30, 2023, a successor Agreement has not been executed, then this Agreement
15 shall continue to remain in full force and effect until a successor Agreement is duly executed.

16
17 The negotiated increases in minimum wage and shift differential percentages in Article VII –
18 Pay Allowances, Section 3 and Article XI – Hours and Overtime, Section 6 and 9, as well as,
19 the negotiated increase in the number of bereavement days in Article XVII – Leave Provisions,
20 Section 6, become effective on the date of Board approval of the 2021 – 2023 CSEA – AUSD
21 Successor Agreement.

22

APPENDIX A - CLASSIFIED BARGAINING UNIT

Shall INCLUDE employees in the following classifications:

Account Clerk	District Custodian IV
Accounting Analyst	Driver/Food Production Worker
Accounting Analyst – Budget	Food Production Worker I
Accounting Technician – Student Accounts	Food Production Worker II
Exp. Learning Site Facilitator	Food Service Manager I
Expanded Learning Study Trip Supervisor	Food Service Manager II
Alternative Education Instructional Assistant II	Food Service Worker I
Assistant to Director	Food Service Worker I Floater
Attendance Clerk/Clerk Typist	Food Service Worker II
Attendance Verifier	Food Service Worker II Floater
Benefits Clerk	Food Service Worker III
Benefits Technician	Food Service Worker Head Start
Bilingual Assistant	Food Service Worker IV
Bilingual Clerk Typist I	Grounds Equipment Operator I
Bilingual Clerk Typist II	Grounds Equipment Operator II
Bilingual Health Assistant	Groundskeeper
Bilingual Secretary I	Head Custodian I
Bilingual Secretary II	Head Custodian II
Bilingual Tester	Head Custodian III
Bilingual Translator/Interpreter	Health Services Assistant
Budget Technician	Human Resources Assistant
Buyer	Human Resources Credential Technician
Buyer Senior	Human Resource Technician
Campus Supervisor I	Human Resources Technician Senior
Campus Supervisor II	Instructional Assistant
Campus Supervisor III	Instructional Assistant/Clerk
Career Service Outreach Liaison	Instructional Assistant /Vocational Education Act (VEA)
Child Nutrition Accounting Technician/Computer Support	Instructional Assistant (IBI) Intensive Behavior Intervention
Child Nutrition Center Equipment/Maintenance Specialist	Instructional Computer Assistant
Clerk Typist I	Instructional Materials Center (IMC) Clerk
Clerk Typist II	Lead Groundskeeper I
Community Worker	Lead Groundskeeper II
Compensatory Education Assistant	Lead Painter
Computer Technician I	Mail Room Clerk
Computer Technician II	Maintenance (MS) – Carpenter
Computer Technician III	Maintenance Specialist (MS) – Electrician
Custodian	Maintenance Specialist (MS) – Groundskeeper
Custodian/Groundskeeper I	Maintenance Specialist (MS) – Irrigation
Custodian/Groundskeeper II	Maintenance Specialist (MS) – Locksmith
Data and Assessment Clerk	Maintenance Specialist (MS) – Mechanic
Data and Assessment Technician	Maintenance Specialist (MS) – Mechanic/Welder
Delivery Driver/Stock Clerk	

Maintenance Specialist (MS) – Painter
Maintenance Specialist (MS) – Plumber
Maintenance Specialist (MS) – Poolkeeper
Maintenance Specialist (MS) –
Refrigeration/Heating
Maintenance Specialist (MS) – Senior
Locksmith
Maintenance Storekeeper
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III –
Automotive/General Maintenance
Maintenance Worker III – Electrician
Assistant
Maintenance Worker III- HVAC
Occupational Therapist Assistant
Omni-Media Specialist
Painter Helper
Parent Volunteer Coordinator
Payroll Analyst
Payroll Technician
Physical Education Assistant
Preschool Special Education Assistant
Position Control Specialist
Processing Assistant – IMC (Instr. Media
Ctr.)
Purchasing Assistant
Receptionist/Bilingual Clerk Typist II
Recycling and Refuse Operator
Registrar
Resource Assistant/Clerk
School Library Assistant I
School Library Assistant II
School Secretary – High School
School Secretary – Middle School
School Secretary – Elementary/Alternative
Secretary I
Secretary II
Security Officer
Senior Account Clerk
Senior Attendance Clerk/Clerk Typist
Senior Custodian
Senior Custodian/Groundskeeper
Special Education Assistant I
Special Education Instructional Assistant II
Special Education Workability Technician
Staff Assistant – SARB
Stock Clerk/Delivery Person (Food
Services)

Stock Clerk/Delivery Person (Warehouse)
Storekeeper/Delivery Driver
Student Attendance Investigator
Student Information System Analyst
Student Information Systems Technician
Systems Integrator

Shall exclude employees in the following
classifications:

Confidential
Management Supervisory
Short-Term
Substitute
Traffic Safety Assistants

APPENDIX B - WAGES

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The salary schedule for 2016-2017 effective July 1, 2016 is attached. If funds are appropriated to provide increases for other employee groups, the same provisions shall apply to this bargaining unit.

If other employee groups receive a compensation increase during the term of this agreement which exceeds the percentage increases contained within this agreement, the difference shall be paid to unit members, following meeting(s) between the parties to determine the basis for the distribution. Reclassifications do not invoke this section.

TITLES AND SCHEDULES OF CLASSIFIED EMPLOYEES (Appendix B Cont'd)

ACCOUNTING

Accounting Analyst – Budget	(43)
Accounting Analyst	(40)
Budget Technician	(39)
Payroll Analyst	(39)
Child Nutrition Accounting Tech/Computer Support	(37)
Position Control Specialist	(37)
Payroll Technician	(36)
Accounting Technician – Student Accounts	(35)
Senior Account Clerk	(34)
Account Clerk	(32)

CHILD NUTRITION SERVICES

Child Nutrition Center Equipment/Maintenance Spec.	(42)
Food Service Manager II	(35)
Food Service Worker IV	(30)
Food Service Manager I	(28)
Food Service Worker III	(27)
Cook/Baker	(25)
Food Service Worker II	(24)
Food Service Worker II Floater	(24)
Food Production Worker II	(24)
Food Service Worker Head Start	(24)
Driver/Food Production Worker	(24)
Food Production Worker I	(22)
Food Service Worker I	(22)
Food Service Worker I Floater	(22)

CLERICAL AND SECRETARIAL RELATED

Student Information System Analyst	(41)
Assistant to Director	(40)
Buyer Senior	(40)
Data and Assessment Technician	(40)
Human Resources Credential Technician	(39)
Human Resources Technician Senior	(39)
School Secretary – High School	(39)
Benefits Technician	(38)
Student Information Systems Technician	(37)
School Secretary – Middle School	(37)
Assessment/Evaluation Technician	(36)
Maintenance and Operations Office Technician	(36)
Human Resources Technician	(36)
School Secretary – Elementary/Alternative	(35)
Bilingual Secretary II	(35)
Registrar	(34)
Buyer	(33)
Secretary II	(33)
Bilingual Secretary I	(32)
Benefits Clerk	(32)
Data and Assessment Clerk	(32)
Human Resources Assistant	(32)
Bilingual Clerk Typist II	(30)
Processing Assistant – IMC	(30)
Instructional Materials Center Clerk	(30)
Receptionist/Bilingual Clerk Typist II	(30)
Secretary I	(30)
Senior Attendance Clerk/Clerk Typist	(30)
Attendance Clerk/Clerk Typist	(28)
Clerk Typist II	(28)
Purchasing Assistant	(28)
Bilingual Clerk Typist I	(27)
Clerk Typist I	(25)
Mail Room Clerk	(25)
Attendance Verifier	(21)

CUSTODIAL

District Custodian IV	(42)
Head Custodian III	(37)
Head Custodian II	(35)
Head Custodian I	(32)
Senior Custodian/Groundskeeper	(31)
Senior Custodian	(31)
Custodian/Groundskeeper II	(30)
Custodian/Groundskeeper	(29)
Custodian	(29)

GROUNDS

Maintenance Specialist: Groundskeeper	(40)
Recycling and Refuse Operator	(37)
Lead Groundskeeper II	(35)

Grounds Equipment Operator II	(34)
Grounds Equipment Operator	(32)
Lead Groundskeeper	(31)
Groundskeeper	(29)
Groundskeeper – Stadium	(29)

INFORMATION TECHNOLOGY

Database/Programmer Specialist	(52)
Systems Integrator	(52)
Omni-Media Specialist	(48)
Computer Technician III	(45)
Computer Technician II	(42)
Computer Technician I	(39)

INSTRUCTIONAL

Occupational Therapist Assistant	(42)
Instructional Assistant – IBI	(32)
School Library Assistant II	(32)
Special Education Inst. Assistant II	(31)
Special Education Workability Technician	(32)
Alternative Ed. Inst. Assistant II	(29)
Instructional Computer Assistant	(29)
School Library Assistant I	(29)
Preschool Special Education Assistant	(27)
Bilingual Assistant	(26)
Compensatory Education Assistant	(26)
Physical Education Assistant	(26)
Special Education Assistant I	(26)
Instructional Assistant/Clerk	(25)
Instructional Assistant/VEA	(25)
Resource Assistant/Clerk	(25)
Instructional Assistant	(23)

MAINTENANCE

Lead Painter	(41)
Maintenance Specialist:	
Electrician	(42)
Refrigeration/Heating	(45)
Senior Locksmith	(42)
Carpenter	(39)
Irrigation	(39)
Locksmith	(39)
Mechanic	(41)
Mechanic/Painter	(39)
Mechanic/Welder	(39)
Painter	(40)
Pool Keeper	(37)
Plumber	(42)
Maintenance Worker III:	
Automotive/General Maintenance	(37)
Electrician Assistant	(37)
HVAC	(40)
Maintenance Worker II	(35)
Maintenance Worker I	(29)
Painter Helper	(29)

STORES/STOCKS AND DELIVERY

Maintenance Storekeeper	(38)
Storekeeper/Delivery Driver	(35)
Delivery Driver/Stock Clerk	(32)
Stock Clerk/Delivery Person (Warehouse)	(31)

STUDENT SAFETY

Campus Supervisor III	(31)
Campus Supervisor II	(26)
Campus Supervisor I	(22)

STUDENT SERVICES

Career Services and Outreach Liaison	(39)
Staff Assistant – S.A.R.B.	(36)
Bilingual Translator/Interpreter	(34)
Community Worker	(34)
Parent Volunteer Coordinator	(34)
Student Attendance Investigator	(34)
Bilingual Health Services Assistant	(33)
Exp. Learning Site Facilitator	(32)
Exp. Learning Study Trip Supervisor	(32)
Health Services Assistant	(31)
Bilingual Tester	(27)

CLASSIFIED SALARY SCHEDULE 2020-2021 (Appendix B Cont'd)

EFFECTIVE JULY 1, 2020

RANGE/STEP		1	2	3	4	5	6	7
20	hourly	14.33	14.98	15.66	16.37	17.11	17.90	18.71
	monthly	2,483	2,595	2,713	2,837	2,965	3,102	3,242
21	hourly	14.76	15.42	16.13	16.86	17.64	18.44	19.27
	monthly	2,557	2,672	2,795	2,922	3,056	3,195	3,339
22	hourly	15.20	15.88	16.61	17.36	18.16	18.99	19.85
	monthly	2,634	2,752	2,878	3,009	3,147	3,290	3,439
23	hourly	15.65	16.37	17.11	17.90	18.70	19.55	20.45
	monthly	2,712	2,836	2,964	3,101	3,241	3,387	3,543
24	hourly	16.12	16.85	17.63	18.43	19.26	20.15	21.06
	monthly	2,794	2,920	3,055	3,194	3,338	3,491	3,650
25	hourly	16.60	17.36	18.16	18.97	19.84	20.74	21.69
	monthly	2,877	3,008	3,146	3,288	3,438	3,594	3,759
26	hourly	17.09	17.88	18.70	19.54	20.44	21.37	22.34
	monthly	2,962	3,098	3,240	3,386	3,542	3,704	3,871
27	hourly	17.62	18.42	19.25	20.13	21.05	22.00	23.01
	monthly	3,053	3,192	3,336	3,488	3,648	3,813	3,987
28	hourly	18.14	18.96	19.83	20.73	21.68	22.67	23.71
	monthly	3,144	3,286	3,436	3,592	3,757	3,928	4,109
29	hourly	18.68	19.53	20.43	21.36	22.33	23.35	24.41
	monthly	3,237	3,384	3,540	3,702	3,870	4,046	4,230
30	hourly	19.25	20.12	21.05	22.00	23.00	24.05	25.14
	monthly	3,335	3,487	3,647	3,812	3,986	4,167	4,357
31	hourly	19.82	20.72	21.67	22.66	23.69	24.77	25.90
	monthly	3,435	3,591	3,756	3,926	4,106	4,292	4,488
32	hourly	20.42	21.35	22.32	23.34	24.40	25.51	26.68
	monthly	3,539	3,700	3,868	4,044	4,228	4,421	4,623
33	hourly	21.03	21.99	22.99	24.03	25.13	26.27	27.47
	monthly	3,644	3,810	3,984	4,165	4,355	4,553	4,761
34	hourly	21.66	22.64	23.67	24.76	25.89	27.07	28.30
	monthly	3,754	3,924	4,102	4,290	4,486	4,691	4,904
35	hourly	22.31	23.32	24.39	25.50	26.67	27.88	29.15
	monthly	3,866	4,042	4,227	4,419	4,621	4,831	5,051
36	hourly	22.98	24.02	25.12	26.26	27.46	28.71	30.02
	monthly	3,982	4,163	4,353	4,551	4,759	4,976	5,202
37	hourly	23.67	24.74	25.87	27.05	28.29	29.57	30.92
	monthly	4,101	4,288	4,484	4,688	4,902	5,124	5,359
38	hourly	24.37	25.49	26.65	27.87	29.13	30.46	31.84
	monthly	4,224	4,417	4,619	4,829	5,049	5,279	5,518
39	hourly	25.11	26.25	27.45	28.70	30.01	31.37	32.80
	monthly	4,351	4,549	4,757	4,973	5,200	5,437	5,684
40	hourly	25.86	27.04	28.27	29.56	30.91	32.31	33.78
	monthly	4,482	4,686	4,899	5,122	5,356	5,600	5,854
41	hourly	26.64	27.85	29.12	30.44	31.82	33.28	34.80
	monthly	4,617	4,827	5,047	5,276	5,515	5,767	6,031
42	hourly	27.44	28.68	29.99	31.35	32.79	34.29	35.84
	monthly	4,755	4,970	5,198	5,433	5,682	5,942	6,211
43	hourly	28.26	29.54	30.88	32.30	33.77	35.31	36.91
	monthly	4,897	5,120	5,352	5,597	5,852	6,119	6,397
44	hourly	29.10	30.43	31.81	33.27	34.78	36.37	38.02
	monthly	5,043	5,274	5,512	5,765	6,028	6,303	6,590

45	hourly	29.98	31.33	32.76	34.25	35.82	37.46	39.16
	monthly	5,196	5,430	5,678	5,936	6,208	6,492	6,787
46	hourly	30.87	32.28	33.75	35.29	36.89	38.58	40.33
	monthly	5,350	5,595	5,849	6,116	6,394	6,686	6,990
47	hourly	31.79	33.25	34.77	36.35	38.00	39.74	41.54
	monthly	5,510	5,762	6,026	6,300	6,586	6,887	7,200
48	hourly	32.75	34.23	35.81	37.44	39.14	40.93	42.79
	monthly	5,676	5,933	6,206	6,488	6,784	7,093	7,416
49	hourly	33.74	35.27	36.88	38.56	40.32	42.16	44.07
	monthly	5,847	6,113	6,391	6,682	6,987	7,306	7,638
50	hourly	34.75	36.33	37.98	39.72	41.53	43.42	45.40
	monthly	6,022	6,296	6,583	6,884	7,197	7,525	7,868
51	hourly	35.79	37.42	39.12	40.90	42.77	44.72	46.76
	monthly	6,203	6,485	6,780	7,089	7,412	7,751	8,104
52	hourly	36.86	38.54	40.29	42.14	44.05	46.06	48.16
	monthly	6,388	6,679	6,983	7,303	7,635	7,983	8,347
53	hourly	37.97	39.70	41.50	43.40	45.38	47.44	49.60
	monthly	6,580	6,881	7,193	7,521	7,864	8,222	8,597

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APPENDIX C - FRINGE BENEFITS

The parties agree that the annual cap will be calculated based on the number of benefited eligible positions on August 1st, excluding part-time employees in benefit eligible positions not participating in our benefit plan, of each year. The method for calculating the cap is as follows:

Multiply the number of eligible positions taken on August 1st by the current cap. This is the Base Total.

Add 0.5% of the classified salary schedule on August 1st to the Base Total. This becomes the Adjusted Base Total.

Multiply the number of “Grandfathered Part Time Employees with Benefits” that have vacated the position during the previous fiscal year by \$11,850 and add this product to the Adjusted Base total. This becomes the Final Base Total.

Divide the Final Base Total by the number of eligible positions on August 1st. This amount is the New Cap.

At the Benefits Committee meeting in August, the committee will review the new rates for each plan and the historical data of percentages of employees in each plan. The committee, taking into consideration the estimated surplus, will establish the new payroll deductions for employees.

At the November Benefits Committee meeting, the committee will review the actual amount paid to the insurance provider for the previous plan year, that amount will be subtracted from the combined District and employee contributions toward benefits. If there is an overall savings, the savings will be added to next year’s employee contribution. If there is an overall deficit, the deficit amount will be subtracted from next year’s District contribution.

Worksheet

Step 1	Calculating the Base Total	
	Number of Positions on August 1 st x The Current Cap =	<u>Base Total</u>
Step 2	Calculating the Adjusted Base Total	
	0.5% of Salary Schedule + <u>Base Total</u> =	<u>Adjusted Base Total</u>
Step 3	Calculating the Final Base Total	
	Number of Vacated “Grandfathered” Positions x \$11,850 + <u>Adjusted Base Total</u> =	<u>Final Base Total</u>
Step 4	Calculating the New Benefits Cap	
	The Final Base Total / Number of Positions on August 1 st =	<u>New Cap</u>

IRS SECTION 125 - PREMIUM ONLY PLAN

On November 15, 1990, the Alvord Unified School District and the California School Employees Association, Chapter 339, entered into the following agreement:

- (a) The District agrees to implement an I.R.S. Section 125 premium only plan. Such plan should be implemented as soon as reasonably possible with the selection of the provider to be made by the District after consultation with the Association.
- (b) The District agrees that up to \$5,000 annual costs associated with the implementation and/or administration of the plan shall be borne by the District. In the event such cost exceeds \$5,000 per year, the District and the Association agree to meet and negotiate regarding said excess cost.



ALVORD UNIFIED SCHOOL DISTRICT

9 KPC Parkway
Corona, California 92879

APPENDIX D - PROFESSIONAL GROWTH FORM

**CLASSIFIED PROFESSIONAL GROWTH
INTENT TO PARTICIPATE and REQUEST for PROFESSIONAL GROWTH CREDIT**

Unit Member's Name (please print or type) _____ Position _____

Name of College/School/Workshop Provider: _____

Course/workshop Title: _____

Attendance Date(s) _____ No. of Units/Workshop Hours: _____

Course/workshop Title: _____

Attendance Date(s): _____ No. of Units/Workshop Hours: _____

Course/workshop Title: _____

Attendance Date(s): _____ No. of Units/Workshop Hours: _____

I request professional growth credit for the above course(s)/workshop(s). These course(s)/workshop(s) are being taken toward:

- Degree Certificate Personal Improvement

Unit Member's Signature _____ Site _____ Date _____
(Submit one form per session per Institute, along with copy of course/workshop description)

Transcripts must be presented for verification.
Please Note: Professional Growth is not automatic.

HUMAN RESOURCES ACTION:

Course(s)/Workshop(s) verified by: _____ Date Received: _____

SUBMIT REQUEST TO THE HUMAN RESOURCES OFFICE



ALVORD UNIFIED SCHOOL DISTRICT
9 KPC Parkway
Corona, California 92879

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APPENDIX E - PERSONNEL FILE REVIEW RELEASE FORM

Pursuant to Article III, Section 7, of the Agreement between the Alvord Unified School District and CSEA, Alvord Chapter #339, I, _____, hereby authorize _____, acting as a CSEA representative, to review my personnel file as permitted by law.

For illustration only

Signature of Employee

Date

Signature of CSEA Representative

Date

2

1 **APPENDIX F - DRIVER'S LICENSE REQUIREMENT**

2 **Job Descriptions.** - All employees in classifications on Attachment A shall be required to
3 maintain a valid California driver's license; if required to drive a District vehicle, must be insurable
4 at standard insurance market rates under the District's insurance policy. The only exception to this
5 requirement will be current employees in said classifications who do not currently have a driver's
6 license.

7 **CLASS "B" DRIVER'S LICENSE REQUIREMENT**

8 Job descriptions. - All employees in classifications listed below shall be required to maintain a
9 valid California Class "B" driver's license:

- 10 Delivery Driver/Stock Clerk
- 11 Recycling & Refuse Operator
- 12 Security Officer
- 13 Stock Clerk/Delivery Person - Food Services
- 14 Storekeeper/Delivery Driver

15 The District agrees that it shall implement and administer a drug and alcohol policy in compliance
16 with the requirements of state and federal law, including regulations adopted by the U.S.
17 Department of Transportation (implementing the Federal Omnibus Transportation Employee
18 Testing Act of 1991).

19 The District reserves the right to adopt rules, procedures and/or regulations in compliance with the
20 foregoing. If the District does so, it shall provide the Association with reasonable notice and an
21 opportunity to negotiate the impact of such rules, procedures or regulations which affect wages,
22 hours and other terms and conditions of employment (to the extent they are within the scope of
23 representation).

ALVORD UNIFIED SCHOOL DISTRICT

Attachment A

Bilingual Translator/Interpreter	Maintenance Specialist - Groundskeeper
Child Nutrition Center	Maintenance Specialist - Irrigation
Equipment/Maintenance Specialist	Maintenance Specialist – Senior Locksmith
Community Worker	Maintenance Specialist - Mechanic
Computer Technician I	Maintenance Specialist - Mechanic/Painter
Computer Technician II	Maintenance Specialist - Mechanic/Welder
Custodian/Groundskeeper	Maintenance Specialist – Painter
Database/Programmer Specialist	Maintenance Specialist – Pool Keeper
Delivery Driver/Stock Clerk	Maintenance Specialist - Plumber
District Custodian IV	Maintenance Specialist -
Food Service Manager II	Refrigeration/Heating
Grounds Equipment Operator	Storekeeper/Delivery Driver
Grounds Equipment Operator II	Maintenance Worker I
Groundskeeper	Maintenance Worker II
Head Custodian I	Maintenance Worker III -
Head Custodian II	Automotive/General Maintenance
Head Custodian III	Maintenance Worker III/Electrician
Lead Groundskeeper	Assistant
Lead Groundskeeper II	Recycling and Refuse Operator
Lead Painter	Security Officer
Mail Room Clerk	Senior Custodian
Maintenance Specialist - HVAC	Special Education Assistant II
Maintenance Specialist - Carpenter	Staff Assistant - SARB
Maintenance Specialist - Electrician	Stock Clerk/Delivery Person (Warehouse)
	Storekeeper/Delivery Person

APPENDIX G - Release/Leave of Absence for CSEA Alvord Chapter #339
President or Officer Designee –

AGREEMENT REACHED SEPTEMBER 12, 1995

The District shall provide for the release/leave of absence of the CSEA Alvord Chapter 339 President or CSEA Chapter 339 officer designee of the CSEA Alvord Chapter 339 Executive Board (if approved by the District), effective January 1 through December 31 on the same terms as provided for in Section 45210 of the California Education Code, except that CSEA's requirement to pay the cost of such release/leave of absence time shall have been satisfied by the District's credit of the CSEA bargaining unit with the equivalent of a .25% compensation increase effective February 1, 1995. The District's approval of a CSEA designee shall not be withheld arbitrarily or capriciously.

Should the cost of providing for this release/leave of absence exceed the amount of the fully burdened District cost (including: increases, work comp., soc. Sec., PERS, etc.) to provide a .25% compensation increase to the entire bargaining unit then the parties shall meet and discuss alternatives to fund the difference. If the parties are unable to agree on the availability of additional sources of funding, the release/leave of absence will sunset upon at least ninety (90) days notice and the .25% compensation increase will be applied to the CSEA bargaining unit salary schedule. For accounting purposes only, the .25% compensation increase shall be included in the classified salary schedule for calculating future increases to said schedule. Should the full amount of the credited .25% compensation increase not be used by the released/leave of absence unit member in any school year then the unused balance shall be carried over into future school years to be used to fund any difference in cost that exceeds the .25% compensation increase. In no event shall the District be obligated to pay more than the .25% set forth above.

The released bargaining unit member shall continue to receive general salary increases he/she would have received but for the release/leave of absence, and any other increases associated with his/her employment classification. The release/leave of absence of the bargaining unit member will be without loss of compensation, benefits or seniority that the bargaining unit member would have received but for the release/leave of absence.

Upon completion of the term(s) of the release/leave of absence, the District shall place the released bargaining unit member within the unit member's last classification, at the same number of hours and months he/she previously held, if such a position exists. If such position does not exist at the time of the expiration of the leave, the District shall, to the extent practicable, place the released bargaining unit member in any other available position within the unit member's job family for which the unit member meets the minimum qualifications, or the District shall place the released unit member in any other position for which the unit member is qualified.

It is the intent of the parties that the released bargaining unit member maintain all rights and burdens of their employment with the District that the unit member is entitled to had it not been for the release/leave of absence.

Release/Leave of Absence for CSEA Alvord Chapter #339 President–

AGREEMENT REACHED AUGUST 17, 2001

The Alvord Unified School District (District) and the California School Employees Association, Alvord Chapter 339 (CSEA) agree, effective July 1, 2001, to increase the number of months the Alvord Chapter 339 President is in paid status to twelve (12) months at seven (7) hours per day. This change does not have a fiscal impact on the District and is consistent with Appendix “H” of the current Collective Bargaining Agreement (CBA). It is the intent of the parties to maximize the available funds for the release of the Alvord Chapter 339 President on a full time basis. Should the cost of the release exceed the available funds the parties shall meet and discuss alternatives to fund the difference. In no event shall the District be obligated to pay more than provided for in the CBA.

Release/Leave of Absence for CSEA Alvord Chapter #339 President –
Agreement Reached October 16, 2002

The Alvord Unified School District (District) and the California School Employees Association, Alvord Chapter 339 (CSEA) agree, effective December 1, 2002, to increase the number of hours the Alvord Chapter 339 President is in paid status to twelve (12) months at eight (8) hours per day. This change does not have a fiscal impact on the District and is consistent with Appendix "H" of the current Collective Bargaining Agreement (CBA). It is the intent of the parties to maximize the available funds for the release of the Alvord Chapter 339 President on a full time basis. Should the cost of the release exceed the available funds, the parties shall meet and discuss alternatives to fund the difference. In no event shall the District be obligated to pay more than provided for in the CBA.

There shall be no change to the language in the current CBA. The parties further agree to reopen this agreement upon written notice from one party to the other to negotiate effects not contemplated herein.

APPENDIX H - BREAKFAST PROGRAM – AGREEMENT REACHED

MARCH 6, 1997

The Alvord Unified School District (District) and the California School Employees Association (CSEA) Alvord Chapter 339 now reach this agreement regarding the “Breakfast Program” and waives the provisions of Article XI, Section 3(b) for the affected unit members who receive an increase in hours and work a split shift under the following provisions:

- A. Food Service Workers at each site the “Breakfast Program” is implemented shall be offered no less than one hour increase in time to perform this work on a split shift basis if required as follows:
 - 1. The District shall offer an increase in time by seniority to Food Service Worker II’s at each affected site first.
 - 2. The District shall offer an increase in time by seniority to Food Service Worker II’s, District wide, if declined by Food Service Worker II at the site.
 - 3. The District shall offer an increase in time by seniority to Food Service Worker I’s at each affected site if no Food Service Worker II accepts the offer.
 - 4. The District shall offer an increase in time by seniority to Food Service Worker I’s District wide if Food Service Workers I(’s) at the site decline offer.
- B. Campus Supervisors, as needed when determined by the District, at each site the “Breakfast Program” is implemented, shall be offered no less than one hour increase in time on a split shift basis if required as follows:
 - 1. The District shall offer an increase in time by seniority at each affected site first.
 - 2. The District shall offer an increase in time by seniority, District wide, if the Campus Supervisor(s) at the site decline the offer.
- C. The District acknowledges that the “Breakfast Program” will impact custodian work loads and will make allowances for them where impacted.
- D. Other than provided for herein, transfers shall be according to the Collective Bargaining Agreement.



ALVORD UNIFIED SCHOOL DISTRICT
Human Resources
9 KPC Parkway
Corona, California 92879

APPENDIX I - CLASSIFIED TRANSFER/INCREASE IN HOURS REQUEST

According to the current Classified Collective Bargaining Agreement, **ARTICLE XIV, Section 7 – Voluntary Transfer:**

- a) A voluntary transfer is a transfer at the employee’s request to another assignment in the same job classification.
- b) A voluntary demotion is a move from one classification to a previously held lower classification at the employee’s request, and will be treated as a transfer, as set forth in this Article.
- c) A transfer/increase in hours request may be submitted for any vacancy prior to the application deadline.
- d) Requests for a specific assignment(s) must be received in the Human Resources no later than the application deadline specified in the District announcement for the job opening.
- e) The request for a transfer will not jeopardize the member’s current assignment.

According to the current Classified Collective Bargaining Agreement, **ARTICLE XI, Section 11 – Adjustment of Assigned Time:**

“Whenever there is a vacant position, permanent members whose workday is less than full time shall be offered increased hours in classification by seniority.”

A request for an increase in hours must be received **prior to the application deadline time/date** for the position in which the employee wishes to be considered.

Employees requesting a transfer or an increase in hours will complete the contact information section on the application (Edjoin) and indicate if they are requesting a) a lateral transfer or b) an increase in hours.

Edjoin can be accessed outside of an employee’s normal work hours via personal smartphone, tablet, computer, etc., or on District provided computer equipment. Each worksite has dedicated computer equipment for employee use to apply for a transfer or increase in hours on Edjoin.

APPENDIX J - 2012-2013 and 2013-2014 BUDGET MITIGATION –
AGREEMENT REACHED

The Alvord Unified School District (hereinafter, “District”) and the California School Employees Association, and its Chapter, Alvord #339 (hereinafter, “Association”) have reached tentative agreement on the Successor collective bargaining agreement. Except as noted herein all other provisions of the 2008-2011 collective bargaining agreement remain in full force and effect.

New Appendix to the Collective Bargaining Agreement
Budget Mitigation

I. 2012-13 and 2013-14 Budget Mitigation: Furlough Days Program

1. The base salary reduction of 4.35% is subject to Section II: Funded Base Revenue Limit Sliding Scale.
2. The reductions stated herein will continue beyond the 2013-14 school year unless modified by mutual agreement.
3. Beginning July 1, 2012 through June 30, 2013, the parties agree to a temporary salary reduction of 4.35% to mitigate anticipated budget shortfalls for the 2012-13 school year, for an approximate savings of \$1,013,550. Classified Salary Schedule dated July 1, 2008, will be temporarily reduced by 4.35% (Appendix B1, attached).
 - a. Beginning with the October, 2012 pay warrants the Classified Salary Schedule dated July 1, 2008, will be reduced as follows (Appendix B2 and B3, attached) which is equivalent to the 4.35% for the remaining pay periods.
 - b. Appendix B2 for 11/12 month employees (216/245) reflects a 5.80% reduction over the remaining 9 months.
 - c. Appendix B3 for 10/10.5 month employees (148/183/197) reflects a 5.32 % reduction over the remaining 9 months.
4. Beginning July 1, 2013 through June 30, 2014, the Classified Salary Schedule dated July 1, 2008, will be temporarily reduced by 4.35% (Appendix B1, attached) to mitigate anticipated budget shortfalls for the 2013-14 school year, for an approximate savings of \$1,013,550.
5. In exchange for the reduction in salary unit members will receive Furlough Days. Furlough Days are defined as days that a member will not work in exchange for the salary reduction. Employees will not be docked additionally for the furlough days. Furlough Days will be provided as follows:
 - a. 148 day employees: 6 Furlough Days
 - b. 183 day employees: 8 Furlough Days
 - c. 197 and 216 day employees: 9 Furlough Days
 - d. 245 day employees: 11 Furlough Days
6. During the 2012-13 school year unit members will take the following Furlough Days:
 - a. 148 day employees: December 21, 2012; January 7 – 10, 2013; and June 4, 2013;
 - b. 183 day employees: December 21, 2012; January 7 – 11, 2013; June 4, 2013; and 1 Floater Day to be scheduled in advance with supervisor by October 31, 2012;
 - c. 197 and 216 day employees: January 7 – 11, 2013; and June 4 – 7, 2013; and
 - d. 245 day employees: January 2 – 11, 2013; and June 4 – 6, 2013

7. The parties will meet by no later than March 1, 2013 to designate the Furlough Days for the 2013/14 Furlough Day program.
8. All Furlough Days, to the greatest extent possible, will be placed on the same school year calendar days to maximize savings.
9. Exceptions to the Furlough Days designated above will be addressed on a case by case basis with the District and Association prior to implementation.
10. Vacation and sick leave earnings will continue to be calculated based on the current established duty day designations.

II. Funded Base Revenue Limit (BRL) Sliding Scale: \$5,203 (\$5,148 plus \$55 transportation funding)

1. The parties agree the 4.35% reduction (Section I) will be adjusted as a result of an increase or decrease to the funded base revenue limit during the 2012-13 and 2013-14 school years and subsequent years, if a successor agreement is not executed by November 30, 2014, as follows:

<u>Increase in BRL</u>	<u>Salary Increase</u>
<u>\$0 - \$49</u>	<u>No change</u>
<u>\$ 50 - \$ 99</u>	<u>+ .5%</u>
<u>\$100 - \$149</u>	<u>+1.0%</u>
<u>\$150 - \$199</u>	<u>+1.5%</u>
<u>\$200 - \$249</u>	<u>+2.0%</u>
<u>\$250 - \$299</u>	<u>+2.5%</u>
<u>\$300 - \$349</u>	<u>+3.0%</u>
<u>\$350 - \$399</u>	<u>+3.5%</u>
<u>\$400-\$459</u>	<u>+4.0%</u>
<u>>\$459</u>	<u>Subject to negotiations for an amount in addition to 4.0%</u>

<u>Decrease in BRL</u>	<u>Salary Decrease</u>
<u>\$0 - \$49</u>	<u>No change</u>
<u>\$ 50 - \$ 99</u>	<u>-.5%</u>
<u>\$100 - \$149</u>	<u>-1.0%</u>
<u>\$150 - \$199</u>	<u>-1.5%</u>
<u>\$200 - \$249</u>	<u>-2.0%</u>
<u>\$250 - \$299</u>	<u>-2.5%</u>
<u>\$300 - \$349</u>	<u>-3.0%</u>
<u>\$350 - \$399</u>	<u>-3.5%</u>
<u>\$400-\$459</u>	<u>-4.0%</u>
<u>>\$459</u>	<u>Subject to negotiations for a reduction</u>

greater than 4.0%

2. Any additional decreases shall be implemented through furlough days. If not practicable to schedule additional furlough days, the reductions contemplated by the "sliding scale" set forth above shall be implemented as an across the board salary reduction. The parties agree to meet and consult regarding implementation issues.

3. Funded BRL per ADA as applied above refers to the District's actual, unrestricted, ongoing funded BRL per unit of ADA, after all deficit factors have been applied, including but not limited to deficit reduction, equalization, and any other ongoing unrestricted changes in the State school funding per unit of ADA.
4. To the extent permitted by applicable rules and regulations, the District will report compensation reductions covered by this Agreement to the Riverside County Office of Education payroll system so that an employee's work year calendar is not reduced as a result of this agreement.
5. The parties acknowledge that CalPERS is an independent entity and retains discretion over how compensation will be treated for purposes of retirement credit. The District does not make any representations nor make any guarantees regarding how CalPERS will treat compensation for purposes of retirement credit.

Appendix K - Classification Review Schedule and Benchmarks

Year 1 (23 Positions)

Custodian*	Computer Technician II	Buyer*	Campus Supervisor I
Custodian/Groundskeeper	Computer Technician I*	Buyer Senior	Campus Supervisor II*
Custodian/Groundskeeper II	Computer Technician III	Mail Room Clerk	Campus Supervisor III
District Custodian IV	Database/Programmer	Purchasing Assistant	Security Officer
Head Custodian I	Specialist		
Head Custodian II	Omni-Media Specialist		1. District agrees to
Head Custodian III	Systems Integrator		only consider campus
Senior Custodian	Child Nutrition Accounting Tech/ Computer Support		supervisor comparables
			to those in union
			represented classified
			units

Year 2 (28 Positions)

Instructional Assistant – IBI	School Library Assistant I*	Health Services Assistant*
Alternative Ed. Inst. Assistant II	Instructional Assistant/Clerk	Bilingual Health Services Assistant
Bilingual Assistant	Instructional Computer Assistant	Bilingual Tester
Compensatory Ed. Assistant	Resource Assistant/Clerk	Bilingual Translator/Interpreter
Instructional Assistant	School Library Assistant II	Career Services & Outreach Liaison
Instructional Assistant/VEA	Special Ed. Workability Tech.	Community Worker
Occupational Therapist Assistant		Exp. Learning Site Facilitator
Physical Education Assistant		Exp. Learning Study Trip Supervisor
Preschool Special Education Asst.		Parent Volunteer Coordinator
Special Education Assistant I*		Staff Assistant – S.A.R.B.
Special Education Assistant II		Student Attendance Investigator

Year 3 (39 Positions)

Account Clerk	Student Info. Systems Tech.*	School Secretary – Elem./Alt.*	Human Resources Tech.*
Sr. Acct. Clerk	Data & Assessment Clerk	Assistant to Director	Benefits Clerk
Accounting Tech. –	Assessment/Eval. Tech.	Attendance Clerk/Clerk Typist	Benefits Technician
Student Accounts	Data & Assessment Tech.	Bilingual Clerk Typist I	Human Resources Asst.
Accounting Tech.-	Student Info. System	Bilingual Clerk Typist II	Human Resources
AR/AP	Analyst	Bilingual Sec. I	Credential Tech.
Payroll Tech.*	Assessment/Eval.	Bilingual Sec. II	Human Resources
M&O Office Tech.	Analyst	Clerk Typist I	Tech. Senior
Position Control Specialist		Clerk Typist II	
Budget Technician		Receptionist/Bilingual Clerk Typist II	
Payroll Analyst		Registrar	
Accounting Analyst		School Secretary – High School	
Accounting Analyst - Budget		School Secretary – Middle School	
		Secretary I	
		Secretary II	
		Sr. Attendance Clerk/Clerk Typist	

Appendix K - Classification Review Schedule and Benchmarks (Cont'd)

Year 4 (45 Positions)

Food Service Worker I*	Groundskeeper*
Cook/Baker	Grounds Equipment Operator
Driver/Food Production Worker	Grounds Equipment Operator II
Food Production Worker I	Groundskeeper - Stadium
Food Production Worker II	Lead Groundskeeper
Food Service Manager I	Lead Groundskeeper II
Food Service Manager II	Maintenance Specialist: Groundskeeper
Food Service Worker Head Start	
Food Service Worker I Floater	
Food Service Worker II	
Food Service Worker II Floater	
Food Service Worker III	
Food Service Worker IV	
Maintenance Specialist: Refrigeration/Heating	Delivery Driver/Stock Clerk*
Lead Painter	Maintenance Storekeeper
Maintenance Specialist: Carpenter	Stock Clerk/Delivery Person (Warehouse)
Maintenance Specialist: Electrician	Storekeeper/Delivery Driver
Maintenance Specialist: Irrigation	
Maintenance Specialist: Locksmith	
Maintenance Specialist: Mechanic	
Maintenance Specialist: Mechanic/Painter	
Maintenance Specialist: Mechanic/Welder	
Maintenance Specialist: Painter*	
Maintenance Specialist: Plumber	
Maintenance Specialist: Pool Keeper	
Maintenance Specialist: Senior Locksmith	
Maintenance Worker I	
Maintenance Worker II	
Maintenance Worker III: Automotive/General Maintenance	
Maintenance Worker III: Electrician Assistant	
Maintenance Worker III: HVAC	
Painter Helper	
Child Nutrition Center Equipment/Maintenance Specialist	
Recycling and Refuse Operator (Maybe M&O, class b license)	

CLASSIFIED UNIT MEMBER

CATASTROPHIC LEAVE PROGRAM

The District and the Association agree to the establishment of a Classified Unit Member Catastrophic Leave Program (Catastrophic Leave Program). The intent of this Catastrophic Leave Program is to provide additional financial protection to those unit members who incur a period of prolonged illness/injury or hospitalization.

1. **Definition.** Catastrophic is defined as a potentially long term illness or injury of a catastrophic nature which has affected the life function of the employee or immediate family member for a period of longer than fifteen (15) days.
2. **Administration of the Program.** A Catastrophic Leave Program Committee shall administer the Catastrophic Leave Program. The Committee shall consist of up to four (4) members, up to two (2) appointed by the District, and up to two (2) appointed by the Association. The Catastrophic Leave Program Committee (Committee) shall be responsible for receiving catastrophic leave requests, verifying validity of requests, approving the full or less than full amount requested or denying requests, communicating its decision to affected unit members and the District, and soliciting donations of sick leave/vacation days from eligible unit members.
3. **Participation/Eligibility.** Classified unit members with more than ten (10) days of accumulated sick leave and at least one year of service in the District may participate in donations to the Catastrophic Leave Program. All bargaining unit members are eligible to make a request for donations not to exceed thirty (30) days, subject to the conditions of this side letter.
4. **Donation of Days.** A unit member may elect to participate in the program by donating a maximum of eight (8) days of his/her accumulated sick leave or accrued vacation to another member. No requesting unit member may receive more than eight (8) days from a donating unit member. Any member's remaining sick leave may not drop below ten (10) days after a donation. This will be based on the school year of the donating employee. Any donation of sick leave or accrued vacation is irrevocable, although excess donation of days will be returned to members based on the day of official receipt of donation.
5. **Donation Procedures.** The Association will be responsible for notifying unit members of the need for donations to the Catastrophic Leave Program. The Association and the Human Resources Office will be responsible for notifying the appropriate department of approved requests for participation/donations in the Catastrophic Leave Program. Forms for donations will be available through the CSEA, Chapter 339, office, or the Human Resources Office. Completed forms are to be sent directly to the Human Resources Office with copies to be distributed accordingly.

6. **Procedures to Use/Withdraw Sick Leave – Conditions Restrictions.**

- (a) In order to be eligible to receive catastrophic leave donations, the unit member must have exhausted all of his/her available accrued paid leave credits, which includes, but is not limited to, industrial injury leave, sick leave, compensatory time off, and vacation. Receipt of catastrophic leave does not delay the beginning or expiration of the period of eligibility for other sick leave in Article XVII Section 3(b), nor does eligibility for other sick leave in Article XVII Section 3(b) affect the rate at which catastrophic leave is used.
- (b) A unit member electing to use the Catastrophic Leave Program shall complete an appropriate form in order to request donations. The unit member must submit this form to the Catastrophic Leave Program Committee for processing, and authorize the Committee to publish his/her name for a request of donations. An attending physician's statement which verifies the catastrophic illness or injury and gives an estimated date of the unit member's return to work is required. Upon request by the Committee, a release will be signed by the employee giving authorization to verify any and all needed information for the use of the Catastrophic Leave Program. This information will be made available to the Committee members, and/or the District when appropriate. All information will be treated as confidential. Failure of the unit member to submit a completed application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the unit member from further Catastrophic Leave donations.
- (c) In the event that the unit member is personally unable to apply for catastrophic leave, an immediate family member or unit member's agent may make the request for the applicant.
- (d) When the unit member may reasonably be presumed to be eligible for disability under PERS, Social Security, or other disability insurance, the Catastrophic Leave Committee may elect to deny the request for donations.
- (e) If there are insufficient donations, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association, and/or Committee shall be legally responsible if there are insufficient donations to provide Catastrophic Sick Leave.
- (f) The Catastrophic Leave Program shall not be available to any unit member who sustains the illness or injury while on a Leave of Absence that was granted for any reason other than medical for the member or a member of the family.

7. **Allowable Days.** An initial request shall not normally exceed thirty (30) days. A unit member may request an additional thirty (30) days by filing an additional request for consideration by the Catastrophic Leave Program Committee. The maximum number of days allowed to be utilized by one (1) unit member for a single injury/illness shall not exceed sixty (60) days. The number of donation days needed by the unit member shall be specified in the initial request.

8. **Method of Payment.** When a unit member uses a day through the Catastrophic Leave Program, pay for that day shall be at the same rate the unit member would have received

had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor and/or the recipient.

9. **Use and Extension of Personal Necessity Under the Catastrophic Leave Program Guidelines.** Under the provisions of the Catastrophic Leave Program, catastrophic illness of a member, or an immediate family member as defined by Article XVII, Sections 2 and 4, of the CSEA, Chapter 339, Collective Bargaining Agreement, may extend the use of the maximum number of days of Personal Necessity Leave allowed by the CSEA, Chapter 339, Agreement. The extension of Personal Necessity Leave as per the Catastrophic Leave Program will be approved by the Assistant Superintendent or his/her designee upon the request of the Catastrophic Leave Program Committee, and will only be allowed to extend to the number of sick leave days the employee has accumulated. Requests and approvals for the extension of Personal Necessity Leave over the maximum allowed by the District, *prior* to the employee taking such leave, is required. A physician's written verification of the catastrophic illness may be required by the Catastrophic Leave Program Committee, and will be provided by the employee upon request.
10. **Retrieval of Donated Sick Leave/Vacation Non-Grievable.** Retrieval of donated sick leave/vacation used by another unit member pursuant to the provisions of the Catastrophic Leave Program sections of this side letter shall not be subject to the grievance procedure of the Collective Bargaining Agreement. It is understood that donated sick leave/vacation is an irrevocable deposit and cannot be rescinded for any reason, although excess donation of days will be returned to members based upon the date of official receipt of donation.
11. **Termination of Catastrophic Leave Program.** In the event of a natural disaster or catastrophic event, the Superintendent shall retain the right to suspend the provisions of this side letter temporarily upon written notice to the Association.
12. **Hold Harmless.** Any unit member who donates sick leave/vacation days for the Catastrophic Leave Program must sign an agreement stating the unit member agrees to hold the District and the Association harmless for any and all claims and liabilities arising out of such donation.

Nothing in these provisions should be construed as a guarantee of any set amount of donation of days of or to any unit member. Neither the Association nor the District will be held liable for the number of sick leave or accrued vacation days donated, or the result of a donation made (i.e. PERS retirement credit).

This side letter of agreement shall continue in effect year by year unless one (1) of the parties notifies the other in writing no later than May 2 of its request to modify, amend, or terminate this agreement. In the event such notification is submitted, the parties shall meet to discuss the request.

No part of this agreement is intended to imply that the application of the Catastrophic Leave Program outlined above will be retroactive.