



AGREEMENT

between

**HUNTINGTON BEACH CITY
SCHOOL DISTRICT**

and

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION,
CHAPTER 316**

2021~2024

PREAMBLE

This Agreement is made and entered into this 21st day of May, 2021 by and between Huntington Beach City School District, hereinafter referred to as the District, and California School Employees Association and its Huntington Beach Chapter 316, hereinafter referred to as CSEA or "Association".

Distribution of Contract

Within thirty (30) days after the execution of this contract, the District shall inform all classified employees in writing that the agreement is posted on the district website. In addition, sixty-eight (68) copies of the Agreement will be provided to the Association for distribution.

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ARTICLE I: RECOGNITION

- 1.1 The District hereby acknowledges that the Association is the exclusive representative for that unit of Board appointed regular employees holding those positions described in Appendix A and recognized by the Board on June 15, 1976.
- 1.2 The District agrees to notify the Association of any newly created positions, and the District's designation as to whether said positions are to be classified as management, confidential or supervisory employees. The District shall, upon written request, consult with the Association prior to final Board approval of its designation regarding bargaining unit inclusion or exclusion. If the Association does not agree with the District decision or designation, it may seek a unit clarification hearing before the Public Employment Relations Board. The provisions of this designation procedure shall not be subject to the Grievance Procedure (Article IX) of the Agreement.

ARTICLE II: DEFINITIONS

- 2.1 Anniversary Date – shall mean the first date of service in the school District established pursuant to 14.2.1.
- 2.2 Association - shall mean the California School Employees Association and its Huntington Beach City, Chapter 316.
- 2.3 Board or Board of Trustees - shall mean the public school employer, or the designee of the employer.
- 2.4 Completed Service Requirement – shall mean completion of the required regularly assigned number of work days of the current fiscal year.
- 2.5 Day - shall mean any day on which the District Administration Center is open for business.
- 2.6 District - shall mean the Board of Trustees or its designee.
- 2.7 Emergency – a circumstance or set of circumstances requiring immediate attention by the District, or a sudden or unexpected calamity such as earthquake, fire, flood, and other catastrophic occurrences which interferes with normal operations of the District.
- 2.8 Employer - shall mean the Board of Trustees of the Huntington Beach City School District and/or its designees.
- 2.9 Evaluator - shall mean the immediate supervisor, and/or administrator, and/or designee responsible for overseeing the performance and functions of an employee’s assigned department position or job responsibilities.
- 2.10 Grievance – an allegation by a unit member and/or the Association that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 2.11 Immediate Family - shall mean the mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, stepbrother, stepsister of the unit member or unit member's spouse, or any relatives or significant other living in the immediate household of the unit member.
- 2.12 Job Steward – shall protect employees’ rights on the job, enforce the contract, and represent employees in contractual or disciplinary matters.
- 2.13 Permanent Employee - shall mean a member of the bargaining unit who has successfully completed the initial hiring process and probationary trial period with satisfactory evaluations and/or the recommendation of the evaluator to continue ongoing employment with HBCSD.
- 2.14 Probationary Employee – Probation shall mean a trial period. The probationary period for employees new to a position shall be either six (6) months or one hundred thirty (130) work days, whichever is longer, in paid service. Paid service shall pertain to actual days

worked in regular District service.

- 2.15 Promotion –a movement from a classification of a lower salary range to a classification of a higher salary range.
- 2.16 Seniority - shall mean the first date of service as a probationary employee in a specific classification plus higher classifications.
- 2.17 Site Representative - The site representative is a vital communication link between members and chapter leaders. Site representatives keep bulletin boards updated; answer questions at their site or refer co-workers to the appropriate chapter officers and union staff for answers; welcome new employees and sign up new members; and relay information about problems and needs at their worksite back to chapter leaders.
- 2.18 Step Advancement Date – shall mean the first date of service in a specific classification.
- 2.19 Superintendent - shall mean the chief executive officer of the District, or the chief executive officer's designee.
- 2.20 Transfer – lateral change within the same classification.
- 2.21 Unit Member - shall mean a member of the bargaining unit that is represented by the Association.

ARTICLE III: NO DISCRIMINATION

- 3.1 Discrimination Prohibited: The Board of Trustees desires to provide a safe work environment. The Board prohibits, at any district site or function, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any employee based on the employee's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.
- 3.2 No Discrimination on Account of CSEA Activity: Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

ARTICLE IV: ORGANIZATIONAL RIGHTS

- 4.1 **CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 4.1.1 Authorized CSEA representatives shall have the right of reasonable access to areas in which unit member's work during non-working time for the purpose of transacting legitimate Association business, provided such business does not interfere with the school program, operation, and/or duties of unit members. When possible, the CSEA representative shall provide advance notice of site visit and purpose and will follow appropriate check in procedures upon arrival at said location.
 - 4.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and other means of communication to the extent permitted by law, subject to reasonable regulation for the posting or transmission of information or notices concerning CSEA matters.
 - 4.1.3 Under Civic Center usage, the right to use institutional facilities at reasonable times for activities concerned with representation rights.
 - 4.1.4 The right when involved in grievance processing or evaluation, to review unit member's personnel files and other public records related to the grievance or evaluation when accompanied by the unit member or on presentation of a written authorization signed by the unit member.
 - 4.1.5 Upon CSEA request, the District will provide an updated seniority roster of current unit members, including status, classification, and seniority date. Upon request by CSEA, Human Resources will provide a classified roster, which includes employee name, work location, and position.
 - 4.1.6 Upon request, the District shall provide CSEA copies of non-confidential Board agendas including copies of any public budget/public financial material submitted to the Governing Board.
 - 4.1.7 The right upon request to receive copies of other public material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
 - 4.1.8 Bargaining unit members shall be entitled to one hour paid release time to participate in a contract ratification session. The scheduling of the ratification shall be subject to District approval.
 - 4.1.9 The Association shall annually be granted a non-cumulative total of eighteen (18)

days of release time without loss of pay for the purpose of Association business. In addition, the District shall annually provide up to three unit members release time without the loss of pay for the purpose of attending the annual CSEA Conference. The Association shall also be entitled to reasonable release time for the purpose of meeting and negotiating. The Association shall provide the District with reasonable advance written notice, normally five (5) days, of the names of unit members entitled to use the release time provisions contained herein for the purpose of meeting and negotiating and Association business. Unused leave from any contract year shall not be carried over to ensuing years.

4.1.10 Payroll deductions for members in the California School Employees Association shall be arranged through the Business Office. The District shall provide the Association, on a monthly basis, a warrant for the amount of monies deducted for members' dues, along with a list of the amount and the names of those whose membership dues were deducted. The District shall deduct dues in accordance with CSEA dues fee schedule for all unit members who have submitted a duly executed dues deduction authorization form.

4.1.11 CSEA may provide the District with general information on CSEA to be presented to new employees. CSEA and the District will coordinate the presentation of relevant information to new employees.

4.1.12 The District and CSEA shall negotiate a work year calendar which shall be finalized when possible no later than March 1 and made available for distribution.

4.2 Dues Deduction

4.2.1 The District shall deduct dues, in accordance with the CSEA Dues and Schedule, from the wages of all employees who are members of CSEA. The District shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative.

4.2.2 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

4.2.3 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Association before processing any revocation request.

ARTICLE V: JOB STEWARDS

- 5.1 Purpose: The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among unit members in the unit. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and unit members by helping to settle problems at the lowest level of supervision.
- 5.2 Job Stewards: CSEA reserves the right to designate the number and the method of selection of Job Stewards. Within five (5) workdays of their appointment, CSEA shall notify the District in writing of the names of the Job Stewards and the group they represent. If a change is made, the District shall be advised in writing of such change within five (5) days of appointment by the Association. It shall be understood that the Job Stewards shall not have official status with the District until this has taken place. Failure to comply with this provision will have the effect of making this section of the contract null and void until the prescribed notification takes place.
- 5.3 Duties and Responsibilities of Job Stewards: The following shall be understood to constitute the duties and responsibilities of Job Stewards:
- 5.3.1 Job Stewards shall notify their immediate supervisor at least two (2) hours before they shall be permitted to leave their normal work area during reasonable times for the processing of grievances and/or disciplinary actions. Reasonable time is defined as not causing undue hardship to the department or school of assignment. Representatives shall indicate to their immediate supervisor where they are going to meet and when they anticipate returning to their normal work area.
- 5.3.1.1 It is agreed and understood that the designated CSEA Job Stewards shall comply with the provisions of section 5.3.1. Failure to do so may result in the individual's losing paid time for the period in which he/she is absent without official leave. Repeated offenses may result in further disciplinary action by the District.
- 5.3.1.2 At no time shall this leave be used in connection with any concerted activity.
- 5.4 Authority: Job Stewards or CSEA staff shall have the authority to file notice and take action on behalf of bargaining unit members relative to rights afforded under this Agreement, if the grievant gives said representative their written approval. The parties agree that the grievant has the right to be in attendance at any and all meetings held to discuss the grievance.

ARTICLE VI: EMPLOYEE EXPENSES AND MATERIALS

- 6.1 Uniform: The District shall reimburse employees upon submission of the sales receipt(s) for the purchase, replacement, and maintenance of uniforms required by the District to be worn by mechanics and bus drivers for up to two hundred and fifty dollars (\$250.00) per year.
- 6.1.1 The District will furnish and/or replace District logo shirts for Maintenance and Operations unit members. These unit members, except for extenuating circumstances, shall wear the District logo shirts on a daily basis. Initially six (6) new District logo shirts will be provided to each Maintenance and Operations unit member. In succeeding years, the District will replace up to six (6) shirts per year. The District will replace up to one (1) sweatshirt or one (1) jacket every three years. CSEA Leadership and the District shall coordinate and mutually agree upon the procedures for the ordering and distribution of required uniform clothing. These procedures may vary each year.
- 6.2 Costs of repairing or replacing property damaged or stolen from an employee during their time of employment will be reimbursed by the District in cases where prior approval has been obtained consistent with the limits established upon this cost. This is in accordance with Section 817 of the California Education Code and District Board Policy 4156.3.
- 6.2.1 Limitation on Coverage: This rule applies to those items belonging to an employee which may regularly or occasionally be voluntarily utilized by them in order to facilitate the performance of their duties. The intent is not to insure items of personal apparel, jewelry, and the like which are considered a part of an employee's person and normally on their person or in their possession while performing their duties.
- 6.2.2 Limitation on Compensation
Where theft or damage of authorized personal property occurs, the District liability will not exceed \$2,000 per employee in any school year and will not apply to claims of less than \$10.
- 6.2.3 Burden of Proof
In the case of a claim under this Article, the employee shall bear the burden of proof that the property concerned was duly authorized, in accordance with procedures specified in this Article, that the property was damaged or stolen while being utilized in the line of duty, and that the theft or damage was in no way the fault of an employee who exercised reasonable care.

6.2.4 Procedure for Approval of Authorized Personal Property on District Sites

The employee submits a written request on the District approved form to the principal or designee describing the property and listing approximate dates for its use during the year. Once approval is granted, it remains in effect for the entire school year. (See Appendix E, Personal Property Form)

6.2.5 Claim for Reimbursement

In case of loss or damage within the provisions of this Article, the employee shall submit a claim for reimbursement on the District approved form (See Appendix E, Claim Form For Replacement of Property).

6.3 Non-owned Automobile Insurance: The District will provide personal injury and property damage insurance for employees required and directed to use their personal vehicles on employer business. This coverage is understood to be secondary to the employee's personal insurance.

6.4 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of continued employment, including but not limited to, the provisions outlined in Education Code Section 45122 or its successor. Examination shall be made by a physician selected from a panel of three (3) names provided by the District.

6.4.1 Unit Members shall be required, as a condition of continued employment, to have a tubercular examination every four years verifying that the unit member is free of communicable tuberculosis. Failure to complete the examination as herein provided may result in disciplinary action. The District will make an effort to provide an opportunity to employees to complete the TB examination requirements during work hours. Notice of the examination shall be given by the District in advance.

6.4.2 All employees shall receive tetanus protection upon request by the District. All inoculation costs are to be paid by the District.

6.5 The District shall provide for the defense of any civil or criminal action or proceeding brought against an employee to the extent required by law.

6.6 Subject to verification, the District agrees to reimburse unit members for District-required licenses and/or certification fees (including, but not limited to bus driver certification and/or license, back flow device certification, pest control certification, State Locksmith license).

ARTICLE VII: EMPLOYER RIGHTS

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to: determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals, and objectives, ensure the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work, and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees as provided for in law.
- 7.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 7.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, and only for the duration of said emergency. The term "emergency" shall mean a circumstance or set of circumstances requiring immediate attention by the District, or a sudden or unexpected calamity such as earthquake, fire, flood, and other catastrophic occurrences which interferes with normal operations of the District.
- 7.4 The determination of whether or not an emergency exists is solely within the discretion of the Board.
- 7.5 In addition, any other dispute arising out of, or in any way connected with, either the existence of, or the exercise of any of the above-described rights of the District, shall not be subject to the grievance provisions set forth in Article IX of this Agreement, unless the dispute is otherwise grievable under another Article of this Agreement.
- 7.6 Except in cases of immediate need, the affected supervisor will first notify and afford the Association an opportunity to provide input concerning contracting out unit member work before making a final determination.
- Upon request of either party, the appropriate administrator shall meet with the Association to review pending and previous district decisions to contract out unit member work.

7.7 In the event the District seeks to reduce the daily hours or work year of a vacant classified bargaining unit position, it shall notify CSEA Chapter 316 in writing, indicating the classification, current assigned daily hours and work year, as well as, the proposed daily hours and work year and basis for the reduction. Both parties agree to meet and negotiate regarding the reduction and effects of the decision to alter the vacant position assignment. Upon reaching agreement, both parties will memorialize and sign the agreement. Subsequently, the District shall implement the changes to the vacant position without further negotiation or action. In the event that the agreement is not reached, the position, daily hours, and work year will remain at current.

ARTICLE VIII: EMPLOYEE EVALUATIONS

8.1 **Evaluation:** For the purposes of this article, the term evaluator shall mean immediate supervisor, and/or administrator, and/or designee responsible for overseeing the performance and functions of an employee's assigned department, position, or job responsibilities.

8.1.1 All unit members shall be provided with an opportunity for discussion between the unit member and the evaluator before any evaluation of a unit member is placed in the unit member's file.

8.1.2 All evaluations shall be made based upon the observation and knowledge of the evaluator and/or the finding of an evaluator following an investigation of a complaint.

8.1.2.1 If a unit member is assigned to more than one site, the supervisors will collaborate on the unit member evaluation.

8.1.3 Any overall evaluation rating of "needs improvement" or "unsatisfactory" may result in an improvement plan and a re-evaluation within three (3) months.

8.1.4 All evaluative materials placed in any personnel file shall be signed and dated by the person drafting or placing them in the file and the employee shall be given an opportunity to discuss and/or respond to the comments.

8.1.5 In the event an individual provides information of a derogatory nature to the evaluator which could negatively impact that unit member's evaluation, the evaluator shall investigate the allegation prior to inclusion in the evaluation.

8.1.6 The evaluation of a unit member who is required to work out-of-classification shall not be negatively impacted by their out-of-classification assignment.

8.2 **Time of Evaluation**

8.2.1 Probationary employees new to the District shall be evaluated twice during their six month probationary period of employment.

8.2.2 Regular unit members new to a position shall be evaluated twice during their six month probationary period.

8.2.3 Permanent employees shall be evaluated each year. Upon mutual agreement of the evaluator and the unit member, unit members with a positive evaluation as a permanent employee in the previous school year may be evaluated every other year.

8.3 **Results of Evaluation**

8.3.1 Each unit member shall receive a copy of the evaluation with a duplicate copy to be retained by the evaluator.

8.3.2 The unit member shall be given an opportunity during normal working hours to prepare a written response, within ten (10) workdays, which shall be attached to the material.

8.4 Personnel Files

8.4.1 The personnel file of each unit member shall be maintained at the District's central administration office.

8.4.2 Unit members shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours, and without loss of pay, to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

8.4.3 Unit members shall have the right to inspect materials in their personnel files which may serve as a basis for affecting the status of their employment during non-working time in accordance with Education Code Section 44031.

8.4.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

ARTICLE IX: GRIEVANCE PROCEDURE

9.1 Definitions

- 9.1.1 A "Grievance" is limited to an allegation by a unit member and/or the Association that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 9.1.2 The Board shall develop and adopt a problem-solving procedure for resolving disputes not covered by this contract.
- 9.1.3 A "Grievant" is any unit member and/or the Association covered by this Agreement. If there are contradictory provisions in this Agreement which require interpretation, and which affect a substantial majority of classified unit members, the Association shall have the right to meet and consult with the District. The resolution of this conflict will be put into written form and distributed to all work locations.
- 9.1.4 A "Day" is a day in which the central administrative center of the District is open for business.
- 9.1.5 The "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances. The District shall notify the unit member at each work location who their "Immediate Supervisor" is for the purposes of this Article.
- 9.1.6 The "Job Representative" is the unit member at each work location designated by the CSEA to process grievances. The CSEA shall notify the District of the designated representatives.
- 9.1.7 The "Conferee" is a unit member other than the designated job representative, requested by the grievant to be present at the informal level.

9.2 General Provisions

- 9.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. Grievance processing shall be conducted during the working day. Released time shall be provided for the designated job representative to present grievances.
- 9.2.2 A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by unit members directly and any responses by the District, prior to any resolution of any grievance where CSEA is not a

conferee, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given five (5) days to file a written response to the proposed resolution. When this occurs, all timelines in the Grievance Procedure shall be extended by five (5) days.

- 9.2.3 All materials related to the processing and resolution of a grievance shall be kept in a file separate from the grievant's personnel file.
- 9.2.4 No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in the grievance procedure.
- 9.2.5 In the event the grievant fails to meet the prescribed procedures and time limits stated herein, such failure shall constitute a waiver of the grievance and shall be deemed an acceptance of the District's decision.
- 9.2.6 Either party may request an extension of any of the time limits specified above and, upon mutual agreement of the parties, such time limits shall be extended in accordance with the mutual agreement.

9.3 Formal Levels

- 9.3.1 Level I: Within fifteen (15) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. This statement shall be clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Within the above time limit, either party may request a conference with the other party. The immediate supervisor shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance.
- 9.3.2 Level II: In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) days after receiving the decision from Level I. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate his/her decision in writing within ten (10) days after receiving the appeal. Either the grievant or Superintendent or his/her designee may request an informal hearing within the time limits. At the informal hearing, the grievant and his/her representative shall have an opportunity to present evidence and witnesses pertaining to the grievance. Release time shall be provided for the grievant and one representative for any conferences called for at

Level II. Release time shall not be provided for the witness(es).

9.3.3 Level III Grievance Mediation: Within the time limits for appeal to Level IV, the District and the grievant may, by mutual agreement, elect to submit the grievance to mediation to attempt to resolve the grievance by informal agreement prior to proceeding to Level IV. If there is agreement to submit the grievance to mediation, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to a total of eight (8) hours unless the parties agree to a continuance. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator, however, shall not have the power or authority to render a decision on the issues(s) or impose a settlement on the parties. Any statements made during the mediation process (other than those already documented at Levels I and II) shall be confidential, shall not be considered precedential in nature, and shall not be admissible in any future court, administrative proceeding, or additional step in the grievance procedure. If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level IV within ten (10) days of the last mediation session.

9.3.4 Level IV: If the grievant is not satisfied with the decision at Level III, he/she may request the Association to submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) days of the Superintendent's decision, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall comply with the request, except in cases of disputed arbitrability which shall be provided for hereinafter. The Association and the District shall attempt to agree upon an arbitrator, and if no agreement can be reached within ten (10) days, the parties shall request the State Conciliation Service to supply a panel of five (5) names. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot. Nothing shall prohibit the Association from requesting arbitration without a specific request from a grievant.

The cost and fees for arbitration will be borne by the District if a grievance is sustained and by the Association if a grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator will determine the appropriate share of cost and fees to be assessed each party. All other expenses, including fees for witnesses and conferees, shall be borne by the party incurring them. The

grievant and one representative shall be provided released time for any hearing at Level IV.

The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. Issues involving arbitrability shall be ruled on first by the arbitrator before proceeding to the merits of the grievance.

The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. After a hearing, and after both parties have had an opportunity to make written arguments, the Arbitrator shall submit in writing, within thirty (30) days, his decision to all parties. The decision of the Arbitrator shall be advisory and in the form of a recommendation to the District, except for violations involving Article XII (Section 12.1) and Article XXVI, which shall be binding on the District.

9.3.5 Level V: If the advisory recommendation is acceptable to the District, the Superintendent shall take appropriate action to implement the recommendation. If no action is taken by the District, or the grievant does not concur with the Arbitrator's recommendation, the grievant may appeal, in writing, to the Board of Trustees within ten (10) days of the receipt of the Arbitrator's recommendation.

9.4 Final Decision: Except as specified in Section 9.3.3 above, the Board of Trustees has the power to render a final decision of a grievance which shall be binding on all parties. If upon review, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, prior to rendering the binding decision.

9.5 The Board's total liability for direct or indirect costs imposed by arbitration awards rendered during any given school year shall not exceed \$75,000. This includes, but is not limited to, back pay awards or awards requiring the District to take action which results in a cost to the District.

ARTICLE X: LEAVES

- 10.1 **General Provisions:** Individuals who utilize leave provisions for an extended period of time (90 calendar days or more) may not be guaranteed of the right to return to the location of their former assignment. However, unit members will be returned to their former classification and rate of pay at the conclusion of an approved leave.
- 10.1.1 **Discretionary Leaves:** CSEA and the District recognize that unpaid leaves shall be granted at the discretion of the District. If competent substitutes cannot be secured, the leave will not be granted except in cases where the District waives this requirement because of an emergency.
- 10.1.2 The Superintendent or designee shall have the authority to require at any time, verification, satisfactory to the District to determine if a leave provided for in this Article has been used in compliance with the provisions of this Agreement.
- 10.1.2.1 Any out of pocket medical costs incurred by the unit member directly related to medical verification requested by the District shall be borne by the District.
- 10.1.3 With the exception of illness leave and bereavement leave, other leave provisions of this Agreement shall not normally be granted during the first week of school or the last week of school. The District, however, may grant said leaves in case of an emergency. The parties agree that no leave provision of this Agreement shall be used to extend any holiday or vacation period. Abuse of the leave provisions may result in disciplinary action being taken against the unit member(s) in question.
- 10.1.4 No leave provision in the Agreement shall be utilized for the purpose of supporting or participating in a concerted activity against the District.
- 10.1.5 Unit members wishing to request leave shall comply with procedures established by the District with regard to application, notification, and verification.
- 10.1.6 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 10.1.7 No period of District-approved unpaid leave of absence of less than one-hundred and twenty (120) days shall be considered a break in service.
- 10.1.8 A unit member on a District-approved unpaid leave of absence in excess of one-hundred and twenty (120) days shall have his/her anniversary date adjusted accordingly for the calculation of step increases and other benefits provided under this Agreement. The anniversary date shall be moved forward for every calendar

day beyond the one-hundred and twenty (120) day period.

10.1.9 A unit member shall not accept employment during their regularly assigned work schedule outside the District while on any paid leave of absence provided in this Article, without prior approval from the District.

10.2 Bereavement Leave:

10.2.1 Purpose: The purpose of bereavement leave utilization shall be for the death of a member of the immediate family.

10.2.2 Eligibility: A unit member covered by this Agreement.

10.2.3 Procedure: A unit member exercising this leave of absence provision shall notify the District as soon as possible and indicate the expected duration of the absence.

10.2.4 Requirements: Unit members shall be entitled to five (5) days of paid leave of absence on account of the death of a child, sibling, parent or spouse, or three (3) days of paid leave of absence on account of the death of other members of their immediate family. Expansion of the definition of immediate family for other persons because of extenuating circumstances may be granted by the Superintendent. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of Article X.

10.2.5 Compensation: All days of absence used under the provisions of Bereavement Leave shall result in no loss of compensation to the unit member.

10.2.6 Return to Service:

10.2.6.1 The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

10.3 Industrial Accident and Illness Leave:

10.3.1 Purpose: Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties.

10.3.2 Eligibility: A unit member covered by this Agreement.

10.3.3 Procedure: A unit member who has sustained a job-related injury shall report the injury, normally within twenty-four (24) hours or as soon as possible, to the District Human Resources Office, who will complete the approved accident report form. A unit member shall report an illness on a District-approved form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.

10.3.4 Requirements:

10.3.4.1 Allowable leave shall be for not more than sixty (60) days during which

the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.

- 10.3.4.2 Allowable leave shall not be accumulated from year to year.
- 10.3.4.3 Industrial accident or illness leave shall commence on the first day of absence.
- 10.3.4.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 10.3.4.5 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 10.3.4.6 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 10.3.4.7 During any industrial paid leave of absence, the unit member may endorse to the District the temporary indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with (any) temporary disability indemnity shall not exceed one-hundred percent (100%) of the unit member's normal compensation.
- 10.3.4.8 In order to qualify for use of this leave, the unit member must submit to an interview with authorized representatives of the Workers' Compensation Insurance Program.
- 10.3.4.9 A unit member shall not accept employment outside of District during established assigned work hours while on industrial accident and illness leave.

10.3.5 Return to Service: A unit member shall be permitted to return to service after an

industrial accident or illness only upon the presentation of a release from the authorized Workers' Compensation physician certifying the unit member's ability to return to his/her position classification.

10.3.5.1 Unit members released to work on light duty shall return to work in their classification/department, or if determined necessary by the District, based upon existing medical restrictions, to another classification.

10.4 Judicial and Official Appearance Leave

10.4.1 Purpose: Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

10.4.2 Eligibility: A unit member covered by this Agreement.

10.4.3 Procedure: The unit member seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave.

10.4.4 Requirements: A unit member may be granted a leave of absence not to exceed the duration of the requirements for participation and appearance.

10.4.5 Compensation: A unit member granted a leave of absence under these provisions shall be granted District compensation, which, when added to jury or witness fees, shall not exceed the unit member's regular District compensation. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. Any day during which any unit member in the bargaining unit, whose regular assigned shift commences at 4:00 p.m., or after, and who is required to serve all or any part of the day on jury duty, shall be relieved from work with pay, not to exceed the unit member's regular District compensation when added to jury or witness fees.

10.4.6 Return to Service:

10.4.6.1 The unit member shall provide proof of service and submit it to the immediate supervisor with the unit member's monthly time card.

10.4.6.2 The unit member shall provide upon District request, additional verification of the use of these leave provisions.

10.5 Unpaid Personal Leave of Absence:

- 10.5.1 Purpose: A unit member may request an unpaid personal leave of absence for reasons not enumerated elsewhere in this Agreement.
- 10.5.2 Eligibility: Any permanent unit member covered by this Agreement.
- 10.5.3 Procedure:
- 10.5.3.1 The unit member seeking an approved unpaid personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave.
 - 10.5.3.2 For unpaid personal absences of five (5) working days or less, the unit member shall submit the request described herein to the immediate supervisor not less than five (5) working days prior to the beginning date of the leave. The decision of the immediate supervisor for approval or denial of these requests shall be final.
 - 10.5.3.3 For unpaid personal absence in excess of five (5) workdays including the balance of the school semester year, or a full school semester year; the unit member shall submit the request described herein to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. A unit member requesting such an extended unpaid personal leave of absence shall submit the request not less than thirty (30) days prior to the effective date of the leave except in cases of medical necessity. The District has the authority to waive this requirement for a unit member with a personal emergency.
- 10.5.4 Requirements: A unit member shall not accept gainful employment while on unpaid personal leave of absence without the prior written approval of the Superintendent or designee. Failure to abide by this restriction will result in automatic and immediate termination of leave.
- 10.5.5 Compensation: Any unpaid personal leave of absence that may be granted under these provisions shall be without compensation. Unit members on unpaid personal leave of absence who are eligible for Health and Welfare Benefits under Article XIII shall be permitted to participate in the District Health and Welfare program at their expense.
- 10.5.6 Return to Service:
- 10.5.6.1 The unit member shall be reinstated to the position classification held prior to the unpaid leave of absence or to a position for which the unit

member is certified.

10.5.6.2 If the unpaid personal leave of absence is granted for personal health reasons, verification of illness may be required by the District. Prior to return to active duty, a medical statement from a licensed physician indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical or emotional well-being shall be required.

10.6 Personal Necessity Leave:

10.6.1 Purpose: Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

10.6.2 Eligibility: A unit member who has sufficient unused sick leave credit.

10.6.3 Procedure:

10.6.3.1 Unit members shall submit a request for personal necessity leave approval on a District approved form to the immediate supervisor normally not less than two (2) working days prior to the beginning date of the leave. The prior approval required for personal necessity leave shall not apply for the following reasons:

- (a) Death or serious illness of a member of the unit member's immediate family. The immediate family definition, as provided in Article II, section 12, for the purpose of this paragraph shall include aunt, uncle, niece, and nephew.
- (b) Accident, involving person or property or the person or property of the unit member's immediate family.
- (c) To provide urgent parenting care for a child(ren).
- (d) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

10.6.3.2 When prior approval is not required, the unit member shall make every effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

10.6.4 Requirements: A unit member may use not more than seven (7) days per year of accumulated sick leave for purposes of approved personal necessity leave.

Examples of reasons for which approval shall not be granted are:

- (a) Political activities or demonstrations;
- (b) Vacation, recreation, or social activities;
- (c) Civic or organization activities;
- (d) Unit member association activities;
- (e) Routine personal activities;
- (f) Occupational investigation;
- (g) Work stoppage;
- (h) Outside employment.

10.6.5 Compensation: A unit member shall receive full compensation for not more than seven (7) days per year of approved personal necessity leave.

10.6.6 Return to Service:

10.6.6.1 The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

10.6.7 Unit members may take up to four (4) days of personal necessity leave for personal business upon written approval of their immediate supervisor.

10.6.7.1 Request for use of this leave shall normally be made not less than five (5) workdays prior to the beginning date of the leave, but in emergencies, this may be waived.

10.6.7.2 Not more than two (2) unit members per department may utilize this leave on the same day.

10.6.7.3 This leave may not be used if a unit member has an excessive absence rate for the fiscal year.

10.7 Pregnancy Disability Leave:

10.7.1 Purpose: The purpose of Pregnancy Disability Leave utilization shall be for the bearing and birth of children by unit members covered by this Agreement.

10.7.2 Procedure:

10.7.2.1 The unit member shall furnish his/her immediate supervisor with a physician's statement as soon as the pregnancy is confirmed. The physician's statement shall include the expected date of disability.

10.7.2.2 The unit member shall submit a request for pregnancy disability leave not less than thirty (30) days prior to the requested commencement date of the leave. The request shall be accompanied by the attending physician's statement verifying the medical necessity of the leave and the expected

duration of the leave.

10.7.3 Requirements: Pregnancy Disability Leave shall be granted for that period of pregnancy during which the unit member is disabled, as specified in the attending physician's statement submitted on the appropriate District form.

10.7.4 Child Rearing or Child Care: Upon request, the Board may provide a male or female unit member who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect for not more than one (1) year. The end of the leave shall normally coincide with a natural break in the school year such as the end of a semester.

10.7.4.1 A unit member on child-rearing leave shall be entitled to all benefits accorded and obligated by all duties imposed under unpaid leaves.

10.7.4.2 A male bargaining unit member shall be entitled to utilize personal necessity leave to care for his child or the mother of his child immediately after the birth or adoption of a child.

10.7.5 Employees who are pregnant, have a pregnant partner, are adopting or fostering a child may contact Human Resources to determine which leaves are available for child bonding/parental leave.

10.7.6 Return to Service: Immediately upon conclusion of the disability period described herein, the unit member shall return to service and shall complete the required District absence form and submit it to her immediate supervisor with the unit member's monthly time card.

10.8 Sick Leave:

10.8.1 Purpose: The purpose of Sick Leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, quarantine, or pregnancy disability.

10.8.1.1 Unit members shall be entitled to use current and accumulated sick leave days, not to exceed the amount that would be accrued during six months at the unit member's then current rate of entitlement, to attend to an illness of the unit member's child, parent, or spouse.

10.8.2 Eligibility:

10.8.2.1 A unit member covered by this Agreement, working five (5) days per week for a full year, shall be entitled to one (1) day of leave of absence per month for the purpose of sick leave utilization. A month of service for the purpose of this Article shall mean a payroll month in which the unit

member was in paid status for fifty percent (50%) or more of the month. A unit member working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.

10.8.2.2 Unit members, upon initial employment, shall be eligible to take not more than six (6) days, or the proportionate amount of sick leave to which they are entitled, until the first day of the calendar month following six (6) months of service.

10.8.3 Procedure: A unit member exercising this leave of absence provision shall notify the immediate supervisor of their need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute services, and in all cases the unit member shall make every effort to notify his/her immediate supervisor at least sixty (60) minutes prior to the beginning of the work period. This sixty (60) minute requirement may be waived by the District for emergencies. The notification described herein shall also include an estimate of the expected duration of the absence.

10.8.4 Requirements: A unit member becoming aware of the need for absence due to surgery, pregnancy disability or other predictable or priorly scheduled cause shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of the return to active service.

10.8.5 Compensation:

10.8.5.1 Any unused sick leave credit may be used by the unit member for sick leave purposes without loss of compensation.

10.8.6 Return to Service:

10.8.6.1 The unit member shall provide, upon District request, additional verification of the use of these leave provisions and at District expense, provided reimbursement is limited to the unit member's out-of-pocket medical costs directly related to medical verification requested by the District.

10.8.6.2 A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her classification without restrictions or

detriment to the unit member's physical and emotional well-being.

- 10.8.6.3 A unit member shall not be allowed to return to service and shall be charged with one additional day of sick leave absence if the unit member fails to notify the District of intent to return to duty two (2) hours prior to the close of the preceding workday, and by such notification failure a substitute is secured.

10.8.7 Extended Illness Leave:

- 10.8.7.1 The District, on July 1, of each year, shall credit each unit member as described herein above, with the one hundred (100) days of paid extended illness leave including the entitlement described herein above.
- 10.8.7.2 The extended illness leave shall begin on the first day of illness and shall be reduced by the number of paid sick leave days available excluding holidays, vacation days and compensatory time. When those days have been exhausted, any remaining days of the one-hundred-day extended sick leave shall be available for use by the unit member and shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary.
- 10.8.7.3 In the event this extended illness is used after an industrial accident or illness leave, the extended illness leave begins after the exhaustion of the industrial accident or illness leave.

10.8.8 Accumulated Sick Leave:

- 10.8.8.1 If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Extended sick leave is not accumulated.
- 10.8.8.2 A unit member, upon initial employment, who had been a unit member of a public school system in California for a period of one (1) calendar year or more, shall be allowed to transfer their accumulated sick leave provided the sick leave is transferred within one (1) year of the date of the termination from the previous California public school employer.
- 10.8.8.3 Eligible unit member's unused regular sick leave shall be converted to retirement credit in accordance with law upon the retirement of the unit member.
- 10.8.8.4 The District shall notify unit members during the month of July regarding the amount of his/her accumulated sick leave.

10.9 Military Leave: A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

10.10 Family Medical Leave:

10.10.1 Unit members who have served more than 12 months with the District, and who have at least 1250 hours of service with the District during the previous 12 month period, may take up to a total of 12 work weeks of leave in any 12 month period for family care leave as defined in Government Code section 12945.2. Pursuant to Government Code section 12945.2, subdivision (e), unit member shall utilize and substitute any accrued time off (paid or unpaid), including accrued sick leave, during the period of family care leave granted under this section.

10.10.2 Unit members must request the leave at least thirty (30) days before the proposed commencement of the leave, except in cases when the reason for the leave is unforeseeable. In the latter case, unit members must give notice as soon as practicable, ordinarily within one or two working days of when the unit member learns of the need for the leave.

10.10.3 The unit member on family care leave should notify the District at least two (2) weeks before the estimated return date to confirm that he/she will return on such date. Where no return date has been estimated, the unit member will notify the District of the intended return date at least two (2) weeks prior to return.

10.10.4 Certification of Need for Leave:

10.10.4.1 In all cases involving the need for leave due to a serious health condition, unit members must provide certification from a health care provider regarding (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, and (3) an estimate of the amount of time the unit member will require to care for the child, parent, or spouse. This statement shall also include a statement from the health care provider that the unit member's participation to provide care is warranted during the period of treatment of the seriously ill member of the immediate family, as defined in section 2.12.

10.10.4.2 In addition to the information described in section 10.10.4.1 (1-3) above, certifications accompanying requests for leave due to the unit member's own serious health condition shall include a statement from the health care provider that, due to the serious health condition, the unit member is

unable to perform the function of his/her position.

10.10.5 Family care leave shall not be used to extend the time established under Section 6 of this agreement for a child rearing leave.

10.10.6 Time spent on family care leave of absence under this section shall be counted as service time in the District for the purpose of constituting "service credit".

10.11 A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program in Board Policy 4161.9. Catastrophic illness means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.

ARTICLE XI: HOURS & OVERTIME

11.1 Workweek: The workweek for a full-time unit member shall consist of five (5) days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis or in the case of part-time unit member' assignment extension when such is necessary to carry on the business of the District.

11.1.1 Upon the request of either party, representatives from the District and CSEA shall meet at a mutually agreeable time to discuss flexible schedules. Any adjustments in the work schedule shall be by mutual agreement between the Association and the District and shall include specific timelines and adequate supervision to cover the modified time schedule.

Unit members working modified schedules during the summer on Independence Day holiday shall be paid overtime for the number of hours worked. Such unit members not working on the Independence Day holiday, but otherwise eligible for holiday pay, shall receive compensation for this holiday based on the amount of hours in their regular work year/work day schedule.

11.2 Workday: The length of the workday shall be designated by the District for unit member. The unit member's assigned work schedule shall be determined by the District upon initial employment.

The Association agrees that the District may change assigned starting times within a thirty-minute limit of unit member's starting time when it affects a school-wide and/or District-wide operation. A unit member's assigned work schedule may be changed by mutual agreement between the unit member and the unit member's immediate supervisor upon notification to the Association prior to implementation. Except as otherwise provided herein, if the unit member or the unit member's immediate supervisor does not agree to the proposed assigned work schedule, the District and the Association may negotiate the proposed change to the extent required by law. At the discretion of the District and in consultation with CSEA, the work schedule of the night custodians may be shifted to a day-time schedule.

11.3 Lunch Periods: All employees covered by this Agreement who render service of at least six (6) consecutive hours shall be entitled to an uncompensated, uninterrupted lunch period. The lunch period shall be assigned by the immediate supervisor to be taken as soon after the conclusion of four (4) consecutive hours of service as possible and may be changed upon mutual agreement of the unit member and immediate supervisor. The length of time

for such lunch period shall be for a period of no less than one-half hour and shall normally be scheduled for full-time unit members at/or about the midpoint of each work shift.

11.4 Rest Periods: Rest periods shall be assigned by the immediate supervisor and may be changed upon mutual agreement.

11.4.1 All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Section 11.4.2, at the rate of fifteen (15) minutes per four (4) consecutive hours worked.

11.4.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

11.5 Overtime: Except in cases of District declared emergency, unit member services rendered in excess of eight (8) hours/day - forty (40) hours/week shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member for all overtime.

11.5.1 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2½) times the regular rate of pay (except in cases when a substitution is made for Admission Day).

11.5.2 Compensatory Time Off:

11.5.2.1 An employee in the bargaining unit shall be granted compensatory time off, at the District's discretion, in lieu of cash compensation for overtime work at the appropriate rate as defined in Section 11.5 of this Article. The decision as to cash reimbursement or compensatory time off shall be made within five (5) working days of the day overtime was worked.

11.5.2.2 If compensatory time has been approved, but because of District demands has not been taken by the end of the fiscal year in which the compensatory time was earned, the unit member shall be compensated for the overtime at the unit member's current rate of pay.

11.5.3 Overtime Distribution: Overtime for bargaining unit members other than those assigned to the Transportation Department shall be distributed to employees in the bargaining unit within each affected work location by seniority in classification on a rotational basis. The District shall make every effort to contact the affected bargaining unit members at their work location before reverting to overtime distribution drawn from a master District overtime rotation list of bargaining unit members--based on seniority within each classification--who desire overtime hours. A unit member who refuses an overtime assignment shall revert to the bottom of

the rotation list. Nothing in this section shall be construed to limit the right of the District to assign overtime without regard to the rotation system when it deems that the expertise or skill of a particular unit member is desirable in fulfilling an overtime assignment. Employees must complete a probationary period before being included in the District overtime rotation list.

11.6 In-service Activities: District required in-service activities shall, insofar as practicable, be provided during a unit member's normal work schedule, and unit members shall not be required to pay any fees for said training. If in-service activities cannot be provided for during normal duty hours, a unit member shall be compensated at his/her regular rate of pay for required in-service activities conducted during non-duty hours.

11.6.1 One (1) additional mandatory professional development day shall be scheduled each year by the School Year Calendar Sub-Committee for unit members whose identified work year is less than 186 days.

11.7 Minimum Call-In/Call-Back Time: Except as specified in Section 11.9.1, unit members who have left their work site and are called back to work after their regularly assigned work hours, or who are required to work on a day not regularly scheduled to work, shall receive a minimum of two (2) hours of pay at the appropriate rate of pay under this Agreement. The Supervisor may assign duties during this time.

11.7.1 Unit members in the bus driver classification shall be provided a minimum of one (1) hour of compensation at the appropriate rate of pay when called back to work during non-assigned hours of their regular work day. The Supervisor may assign non-driving duties if their run is less than one hour.

11.8 Notwithstanding any provision of this Article, the District shall have the right to require overtime service of any unit member in order to maintain effective District operations.

11.9 Hours for Bus Drivers:

11.9.1 Regular assignments shall be offered to bus drivers based on hire date. A regular assignment for drivers includes a.m. and p.m. routes, and when available, Adaptive PE, mid-day, field trips or mid-day substitutions. Regular assignments for Bus Driver/Driver Trainer includes but not limited to coverage of routes, substitution, and field trips. Preference for field trips will be given to drivers of busses over 50 passengers. In addition, field trips that require busses with special equipment (i.e., wheel chairs and multiple car seats) may be assigned to these busses and drivers, and on occasion on regular field trips if scheduling problems occur.

11.9.2 Bus drivers may be assigned temporarily outside of their regular assignment by the

Superintendent's designee in case of emergency.

11.9.3 Field Trips: The District shall normally give field trip drivers five (5) days notice for field trip assignments, but at least twenty-four (24) hours notice if extra hours and/or overtime are being assigned. In the event that the District offers a driver extra time with less than a twenty-four (24) hour notice and if that driver has a personal emergency which would prevent him/her from accepting the extra hours, the District will not add the declined time to the cumulative totals.

11.9.3.1 A list will be posted monthly in the Transportation Office which will show overtime and field trips time for the month and cumulative for the year.

11.9.4 Overtime shall be distributed to drivers in a reasonable equitable manner.

11.9.5 Stand-by Time: Drivers on field trips who are required to remain on stand-by for the duration of the event, for which the field trip is made, shall be paid for all stand-by hours at their regular rate of pay. Stand-by time of up to thirty (30) minutes will be paid to a driver assigned a field trip for the period of time between the end of their regular assigned run and the beginning of the field trip. If stand-by time exceeds thirty (30) minutes, there will be no remuneration for any of the time that elapses between the end of the regular assigned run and the beginning of the special trip. It shall also be understood that bus drivers who are being paid for stand-by time of any sort will be expected to complete tasks assigned by the Superintendent's designee during the stand-by period. Whenever any combination of driving time and stand-by hours exceed eight (8) hours in any workday as defined in section 11.5, all excess hours shall be compensated at the appropriate rate based on the unit member's regular rate of pay. Notwithstanding any other provision of this Agreement, if a field trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

11.9.6 Reporting Pay: Whenever, as a result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is not allowed to drive a vehicle, he/she shall receive pay for that day at the rate he/she would have received for driving that day. In the event weather conditions prevent the regularly assigned runs from being performed or completed, all drivers affected shall receive pay for that day at the rate they would have received for driving that day. All time spent waiting for inclement weather to clear

shall qualify for reporting pay and be paid at the appropriate rate of pay. It shall be understood that any driver qualifying for reporting pay, as defined in this Article, shall report to work on their normally assigned work schedules and shall be responsible for assuming other duties as assigned by the Superintendent's designee.

11.9.7 At the beginning of the school year, available A.M., Mid-day, P.M. routes and buses (provided the bus is appropriate to the run) shall be assigned by a bidding process based on seniority.

Shifting service needs may alter coverage required and necessitate changes in hours assigned to bus routes, which may in turn have the effect of changes in hours of regular assigned time for bus drivers.

Reduction in hours of bus drivers arising out of paragraph #2 herein above, may be affected by the District with a seven (7) day notice to the affected employee except when such reductions occur after the final adjustments are made at the beginning of the school year (the first twenty (20) days of school) and such reduction in hours totals twenty (20) minutes or more per day in that school year, in which case notice of sixty (60) days shall be given to the affected unit members and the bidding process shall be implemented based on seniority.

In the event that changes in hours total twenty (20) minutes or more per day in that school year, the bidding process shall be implemented based on seniority.

Because of the special circumstances affecting bus drivers in connection with hours and geographically isolated bus routes, it is agreed and understood that this section is intended as a reasonable interpretation of the applicable Education Code provisions governing classified layoff, insofar as it affects reduction of hours for bus drivers.

11.9.7.1 After the final adjustments are made at the beginning of the school year (the first twenty (20) days of school) to a bus driver's regular assigned hours, drivers who qualify for medical benefits and who subsequently suffer a reduction in hours shall not lose said medical benefits for the duration of the school year, except in cases of formal layoff.

11.9.8 Summer Assignments:

11.9.8.1 Extended year assignments (special education) shall be determined by bidding in the fall of each year. Extended year vacancies arising after initial assignments shall be filled based on seniority.

11.9.8.2 Summer school assignments (regular education) shall be

filled based on seniority.

11.9.8.3 Weekend and charter assignments shall be offered to unit members, who indicate their interest on a sign-up sheet, based on seniority. The District shall make reasonable effort to contact the unit member on the sign-up sheet.

11.9.9 Pre-trip Inspection: Time required for inspection of buses shall be paid time.

ARTICLE XII: SAFETY

- 12.1 The District's goal to the extent required by law is to maintain a safe working environment for unit members, including freedom from workplace harassment.
- 12.2 In the event the District convenes a Safety Committee, the CSEA president shall appoint a CSEA representative to the committee.
- 12.3 Unit members shall notify their immediate supervisor in writing concerning unsafe conditions in the District directly affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition and inform the unit member of the status of the investigation and what corrective action, if any, was taken within five (5) working days after submission of the written concern.
- 12.4 In the event the unit member is not satisfied with the response of the immediate supervisor, he/she may submit a written appeal, within five (5) working days of the supervisor's response, to the Assistant Superintendent of Administrative Services or designee. The Assistant Superintendent of Administrative Services or designee's response shall be communicated to the employee and Association.

ARTICLE XIII: HEALTH AND WELFARE BENEFITS

13.1 The District agrees to continue to provide coverage for the existing District insurance programs as follows:

13.1.1 Beginning the 2016-2017 Insurance Year:

Subject to paragraph A below, for each unit member eligible for health benefits, the District shall provide the Anthem/Blue Cross HMO Premier 10 Rx 9/35/35 (Employee Only) and Kaiser HMO \$10 OV \$10 Rx (Employee Only) plans at no cost.

For each unit member eligible for health benefits, the District shall provide a tenthly contribution towards medical insurance premiums as follows:

- A. The District will provide a tenthly contribution towards medical insurance premiums not to exceed the average premium costs for the Anthem/Blue Cross HMO Premier 10 Rx 9/35/35 (Employee Only) and Kaiser HMO \$10 OV \$10 Rx (Employee Only) plans. This calculation will determine the “Base Rate”.
- B. The District will provide a tenthly contribution towards medical insurance premiums for Employee Plus One Eligible Dependent equal to the Base Rate multiplied by 1.5.
- C. The District will provide a tenthly contribution towards medical insurance premiums for Employee Plus Two or More Eligible Dependents equal to the Base Rate multiplied by 2.0

EXAMPLE: Anthem/Blue Cross HMO Premier 10 Rx 9/35/35 (Employee Only) tenthly premium \$692.40 + Kaiser HMO \$10 OV \$10 Rx (Employee Only) tenthly premium \$602.40 = \$1,294.80. Average premium costs are $\$1,294.80/2 = \647.40 . Base Rate would be \$647.40. In this example, the District contribution would be as follows:

Employee Only	\$647.40 tenthly
Employee Plus One Dependent	\$971.10 tenthly
Employee Plus Two or More Dependents	\$1,294.80 tenthly

- D. Effective July 1, 2016, tenthly contributions provided by the District towards medical insurance premiums will be equal to the highest rate provided to any other groups or employees in the District.

13.1.2 Dental for unit member and dependents

13.1.3 Vision for unit member and dependents

13.1.4 Life for unit member only

13.1.5 Long Term Disability for unit member only

NOTE: LTD covers all unit members working fifteen (15) hours or more per week. Disability coverage is 66 2/3% of gross salary beginning 60 days after occurrence of qualifiable disability.

- 13.2 Premium cost in excess of the District's contribution shall be paid by the unit member through payroll deduction, unless otherwise negotiated. The unit member shall complete a payroll deduction for the difference, if any, between the total premiums required and the District contribution.
- 13.3 An eligible unit member as used in this Article shall be defined as a bargaining unit member regularly employed for thirty (30) hours per week or more.
- 13.4 Unit members granted an unpaid leave of absence by the District shall be entitled to participate in the health and welfare benefits described herein at his/her own expense, provided they comply with District procedures regarding enrollment, premium payment, and other related matters. Unit members who elect to continue coverage for themselves and/or their dependents, shall mail the entire monthly premium payment no later than the tenth (10th) day of the preceding month, required for coverage, made payable to Huntington Beach City School District and submitted to the Human Resources Office. Unit member failure to conform to said District procedures shall be canceled from any insurance benefits referred to herein. Benefits provided under this section shall not extend beyond two (2) years.
- 13.5 CSEA shall continue to participate in the District's joint insurance committee for the purpose of discussing various insurance plans available to unit members.
- 13.6 The District agrees to provide an IRC section 125 plan for unit member medical premiums with the District to pay the administrative costs. The administrator shall be selected by the District in consultation with CSEA.
- 13.7 The District will make available a medical insurance program for part-time unit members working less than 30 hours per week, contingent upon the unit member paying the full health benefit premium cost and subject to the District finding an acceptable and willing health benefit provider.
- 13.8 Any costs in excess of the previous year's health and welfare costs related to the implementation of Article XIII shall be credited toward any total compensation increase offered by the District.

ARTICLE XIV: SALARY

- 14.1 Unit members shall receive salary in accordance with Appendix B.
- 14.1.1 Effective July 1, 2021, the classified salary schedule shall be increased by an additional two percent (2%). Bargaining unit members will receive a one-time off schedule two percent (2%) salary payment effective July 1, 2020.
- 14.2 For the purpose of step advancement, longevity, and vacation increments, the unit member anniversary date shall be as defined below:
- 14.2.1 Anniversary Date: For the purposes of this Article, individuals who are employed by the District, shall have their anniversary established according to the following formula: unit members who are hired on or prior to the fifteenth (15th) day of the month, shall be entitled to an anniversary date effective the first day of the month. Unit members hired on the sixteenth (16th) day of the month or any day thereafter shall be entitled to an anniversary date on the first day of the following month.
- 14.2.2 Step Advancement: Unit members shall advance one step for each year of service beginning the first date of service in the class until the maximum step in the class has been achieved.
- 14.2.3 Promotion: Any unit member in the bargaining unit receiving a promotion to a class allocated to a higher salary range under the provisions of this Agreement shall be placed on the appropriate range and step of the new class that would result in a minimum salary increase of 5% as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. The anniversary date of a unit member shall not change as a result of promotion.
- 14.3 In addition to the salary schedule provisions contained in Appendix B, a unit member shall be entitled to additional longevity increments at the beginning of eight (8), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service to the District. Such longevity increment rates shall be earned effective on the unit member's anniversary date. The amount of said longevity increments shall be determined by placing the eligible unit member on Step Five (5) of the first salary schedule range above the range on which the unit member was previously compensated.
- 14.4 After reporting to work, a unit member required to use his/her private vehicle for District business shall be compensated at the IRS rate of mileage reimbursement, or at a higher rate as designated by the Board of Trustees, providing that such travel was authorized by the District in writing and in advance of said vehicle utilization.

- 14.5 Any payroll error resulting in insufficient payment of an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the unit member provides notice to the Payroll Department.
- 14.6 Upon determination that an error has been made, any payroll adjustment due an unit member in the bargaining unit as a result of working out of classification, re-computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than five (5) working days following notice to the Payroll Department. Any verified payroll adjustment owed to a unit member due to working out of classification shall be included in the following applicable payroll period.
- 14.7 Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Board unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a fifteen (15) day period except as authorized herein.
- 14.8 A unit member may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days, within a fifteen (15) day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
- 14.8.1 Unit members shall continue to receive their regular rate of pay when assigned to perform the duties of a lower classification.
- 14.9 Instructional Assistants--Special Education who provides specialized health care services will be provided a stipend as follows:
1. Daily Service* - 5% of Range 37, Step 1 (37/1)
 2. Backup service - 2% of Range 37, Step 1 (37/1)
- 14.9.1 Per Education Code 49423.5, "Specialized physical health care services" include catheterization, gastric tube feeding, suctioning, or other services that require medically related training.
- 14.9.2 Training for the specific required services will be provided to the unit members who are required to perform the service by the District Nurse or other qualified individual. The "back up" unit member will also receive training. Unit members will receive a copy of written procedures and a copy will be maintained in the school's Health Office. The District Nurse will monitor and provide periodic training update as needed.
- 14.9.3 In the event the service is not performed at least 50% of the days in the month due

to the student's absence, the unit member will receive the Backup Service stipend until such time as daily service is again required.

- 14.9.4 A unit member who is absent from work will not receive the daily or backup stipend.
- 14.9.5 Upon written notice that the specialized services are no longer required, the daily service and back up service stipend will be discontinued immediately.
- 14.9.6 This stipend shall not be subject to any retroactive salary increase.
- 14.9.7 This stipend will not be applied to non-work days, vacation days, or vacation payoff.
- 14.10 The District and the Association agree to discuss reclassification/reallocation of at least two (2) positions selected by each party annually.

ARTICLE XV: GROWTH INSERVICE PROGRAM

- 15.1 Members of the bargaining unit may be reimbursed full or partial tuition and materials costs for job-related coursework completed with a grade of "C" or better and/or the equivalent. (See Appendix E)
- 15.2 Members of the bargaining unit who wish to be considered for participation in the Growth In-service Program must apply prior to their involvement in the program for which they wish to receive credit. This request shall be made on the District form to the Assistant Superintendent, Human Resources, after consultation with the member's immediate supervisor. The Assistant Superintendent, Human Resources, shall notify the member of the bargaining unit as to whether or not their request has been approved by the District.
- 15.3 A Professional Growth Committee shall meet upon request of the District or CSEA to examine professional growth options and available resources.

ARTICLE XVI: HOLIDAYS AND CALENDAR

- 16.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays (these fourteen (14) holidays provided for herein shall be observed on corresponding dates in subsequent school years):
- 16.1.1 New Year's Day
 - 16.1.2 Martin Luther King's Day
 - 16.1.3 Lincoln's Day
 - 16.1.4 Washington's Day
 - 16.1.5 Spring Recess Day
 - 16.1.6 Memorial Day
 - 16.1.7 Independence Day
 - 16.1.8 Labor Day
 - 16.1.9 Veteran's Day
 - 16.1.10 Thanksgiving Day and the following Friday
 - 16.1.11 Christmas Eve Day
 - 16.1.12 Christmas Day
 - 16.1.13 Work day preceding New Year's Day
- 16.2 Additional Holidays: Every day appointed by the President or Governor of this State as a public fast, thanksgiving or holiday, or any day declared a holiday by the Governing Board shall be a paid holiday for all employees in the bargaining unit if they would otherwise have been in a paid status on the day of appointment, and providing said employees were in paid District status on the day immediately preceding or succeeding said holiday.
- 16.3 When a holiday listed in 16.1 falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday; when a holiday listed in 16.1 falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.
- 16.4 An employee in the bargaining unit who is not normally assigned to duty in the school recess periods of Winter and Spring shall be paid for the holidays as provided for in this Article that fall within such recess periods providing that he/she was in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the recess period.
- 16.5 The District and CSEA will work together each year on the District Calendar.

ARTICLE XVII: VACATION ALLOWANCE

17.1 Regular classified employees shall earn vacation periods as described herein. Employees shall be entitled to utilize earned vacation benefits with prior written approval of his/her immediate administrator. If a unit member's request is denied, the unit member may schedule a meeting with the Supervisor to discuss the reason(s) for denial. Any denial of a vacation shall not be arbitrary in nature.

17.1.1 In the event an approved vacation request is rescinded by the Supervisor, upon request, the Supervisor will provide the employee with the reason(s) for the rescission in writing. The employee may appeal the decision to the Assistant Superintendent of Human Resources (or designee) whose decision shall be final.

17.2 Vacations shall be calculated on the basis of a fiscal year of service, July 1 to June 30. Employees shall receive a full calendar month's credit for vacation if the beginning date of employment falls on or before the tenth (10th) of the month. Vacations shall be taken only after each day is accrued. An employee who has worked six (6) months or longer shall earn vacation time on the basis of one day per month from the beginning date of employment, except as modified in Section 17.4 below.

17.3 Vacation allowance for regular employees who work less than the normal eight (8) hour day shall be prorated in the same manner as their assigned hours worked bears to full-time employment.

17.4 Employees rendering District service for six (6) months or longer shall earn vacation benefits according to the following schedule:

<u>Completed Service Requirement</u>	<u>Vacation Benefit</u>
1/2 - 4 years	1 day per month of annual service
after 5 years	1 additional day
after 6 years	1 additional day
after 7 years	1 additional day
after 9 years	1 additional day
after 10 years	1 additional day
after 11 years	1 additional day
after 12 years	1 additional day
after 13 years	1 additional day
after 14 years	1 additional day
after 16 years	1 additional day

17.4.1 Completed Service Requirement means completion of the required regularly

assigned number of work days of the current fiscal year.

- 17.4.2 Upon completion of the Completed Service Requirement, the employee shall accrue the above vacation benefits effective his/her first day of employment of the fiscal year following completion.
- 17.5 In the event of a conflict in vacation scheduling between two or more employees, seniority shall be a factor in selection by the District.
- 17.6 Employees serving less than a twelve (12) month schedule shall earn vacation credit after six (6) months. Vacation may be taken during recess periods and nonstudent days including Thanksgiving, Winter and Spring recess. Employees shall be responsible for keeping track of their vacation balances. In the event that vacation is requested, but there are no available days remaining, the employee will be placed in non-paid status for that day. Any vacation days which remain unused shall be paid off at the end of the school year. Upon implementation of a time and attendance tracking system, either party may request to negotiate this section. In addition to all other accrual and use provisions of this Article, employees working a twelve-month schedule shall have the option of requesting and being paid off for up to five (5) accrued vacation days at the end of each school year.
- 17.7 Earned vacation days for a fiscal year will be cumulative for a period not to exceed twenty-four (24) months after the fiscal year in which earned. Vacations must be taken not later than December 31 of the following year, unless other provisions are approved by the Superintendent in writing.
- 17.8 Employees shall have access to vacation accruals by accessing their time and attendance account online.
- 17.9 Upon termination, permanent employees shall be compensated for any unused vacation benefits not utilized prior to separation from the District.

ARTICLE XVIII: TRANSFER

18.1 Definitions:

Transfer: A change of job location within the same position classification.

18.2 Unit Member Initiated Transfer Requests - Voluntary

18.2.1 Notices of vacant positions shall be posted on District bulletin boards for seven (7) working days prior to filling said vacancies.

18.2.2 A unit member who has completed the probationary period in his/her current classification is eligible to apply for transfer.

18.2.3 Submission of a unit member request for transfer on appropriate District form. Qualifying unit member requests for transfer shall be given consideration prior to filling a vacancy by an outside applicant.

18.2.3.1 Requests shall be submitted to the Human Resources department. All requests shall automatically become null and void on July 1 of each year and if still interested in transfer the unit member must submit a new form. Nothing in this section shall be construed to prohibit unit members from submitting transfer requests at any time during the course of the year.

18.2.4 The following criteria shall be used by the District in consideration of unit member request for transfer:

18.2.4.1 The needs and efficient operation of the District.

18.2.4.2 The qualifications including the work experience and recent related training of the staff member compared to those of other candidates.

18.2.4.3 Seniority.

18.2.4.4 The recommendation of the immediate supervisor to whom the unit member is currently responsible, and the immediate supervisor where the vacancy exists.

18.2.5 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.

18.3 Employer Initiated Transfers – Involuntary: Should a unit member be involuntarily transferred by the District and their hours are changed or modified, the transfer will take effect at least five (5) days from the date of notification.

18.3.1 Involuntary Transfer: A transfer may be made by the District at any time for any of,

but not limited to, the following reasons:

- 18.3.1.1 A change of enrollment or workload necessitating transfer of classified staff.
- 18.3.1.2 Improved efficiency of the District.
- 18.3.1.3 Reassignment of a member of immediate family. There shall be no prohibition upon employees and members of their immediate family being assigned and working at the same school or work location.
- 18.3.1.4 An opportunity to evaluate a unit member in a different school or location.
- 18.3.1.5 Betterment of school or department.
- 18.3.1.6 Significant personality conflicts.
- 18.3.2 Upon written request, a unit member shall be granted a conference or a written statement regarding the reasons for the involuntary transfer.
- 18.3.3 If the transfer includes a change in scheduled hours, a unit member may, if necessary, request consideration regarding the effective date of transfer.
- 18.3.4 An involuntary transfer shall not be for arbitrary reasons.
- 18.4 Promotional opportunities will be posted by the District Human Resources Department.

ARTICLE XIX: SAVINGS PROVISION

- 19.1 If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 19.2 The parties agree to meet and negotiate within thirty (30) days in the event of invalidation of any provision in this Agreement.

ARTICLE XX: CONCERTED ACTIVITIES

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

ARTICLE XXI: SUPPORT OF AGREEMENT

21.1 The District and Association agree that it is in their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support the terms of this Agreement and will not appear before any governmental agency to seek change or improvement in any matters contained within this Agreement, except by mutual agreement of both parties.

ARTICLE XXII: EFFECT OF AGREEMENT

22.1 It is understood and agreed that the specific provisions in this Agreement shall prevail over present and past District practices, procedures, and regulations and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices, procedures, and regulations are discretionary with the District.

ARTICLE XXIII: TERM OF AGREEMENT

23.1 This agreement shall remain in full force and effect until June 30, 2024 with reopeners during the 2021-22, 2022-23 and 2023-24 school years limited to Article XIII (Health and Welfare Benefits), Article XIV (Salary), and up to two (2) Articles selected by each party.

ARTICLE XXIV: COMPLETION OF MEET AND NEGOTIATION

- 24.1 The Association and the District agree that they have had a full and unrestricted right to make, advance, and discuss all matters which may be properly within the scope of meeting and negotiating according to State law. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no other, oral or written, except as herein contained. The parties for the term of this Agreement specifically waive the right to raise new subjects of bargaining, whether or not the subjects were known to either party at the time of execution hereof as proper subjects for meeting and negotiating.
- 24.2 Additional subjects or matters of mutual interest may be discussed or negotiated by mutual agreement by both parties.

ARTICLE XXV: EARLY RETIREMENT PLAN

25.1 Unit members who retire early from active service in the District may elect to continue coverage and the District will continue to make District contributions toward medical, dental, and vision benefit coverages in the amount set forth in Article XIII and under the terms and conditions of the current master contract between the District and the insurance carrier(s) if the unit member meets all of the following conditions:

25.1.1 Has been actively employed in the District for ten (10) consecutive school years.
(Approved leave does not count as break in service or as a year in service.)

25.1.2 Each year's service shall have been for a full school year of thirty (30) hours of paid service or more per week.

25.1.3 Unit member shall have been fully covered by District's insurance program for each of the ten (10) years.

25.1.4 Unit member shall be eligible for and provide verification of his/her receiving benefits from Public Employees' Retirement System.

25.1.5 Unit member shall not have reached age 65.

25.1.6 Retiree is not eligible for Medicare coverage.

25.1.7 Retired unit members who are eligible and elect coverage may elect to continue coverage for dependents, at their expense, by completing and submitting appropriate forms. Unit members who elect to continue coverage for their dependents shall mail the entire dependent monthly premium payment no later than the 10th day of the preceding month, required for coverage, made payable to Huntington Beach City School District and submitted to the Payroll/Benefits Office. Unit members failing to conform to said District procedures shall be canceled from any insurance benefits referred to herein.

25.1.7.1 Dependent shall not have reached age 65.

ARTICLE XXVI: DISCIPLINE PROCEDURE

26.1 Permanent unit members shall be subject to disciplinary action for cause as specified in 26.5 below. This provision shall cover disciplinary action involving dismissal, suspension without pay, demotion and retention at step. The District Board's determination of the sufficiency of causes for disciplinary action specified in 26.5 below and the degree of discipline to be applied, if any, shall be conclusive and shall not be subject to the grievance procedure contained in Article IX of this Agreement. Only the procedures specified in 26.2 and 26.3 below shall be subject to said grievance procedure.

26.1.1 Progressive Discipline: Progressive discipline shall be defined as a method of discipline that uses graduated steps for dealing with problems related to an employee's conduct or performance that do not meet clearly defined standards. The purpose of progressive discipline is to promote open communication between a supervisor and the unit member.

Progressive discipline shall be considered by the District in determining cause for discipline. Progressive discipline may include oral warning and/or written warnings based on the seriousness or repetition of the unit member's conduct, or similar conduct, as determined by the District. Unit members are entitled to CSEA representation at any meetings regarding discipline.

26.1.1.1 Oral Warning: The purpose of oral warning shall be to discuss the employee's conduct, to seek the employee's input and define the area(s) where improvement is necessary. The supervisor shall inform the unit member that failure to improve shall result in more serious action. The unit member may request Association representation.

26.1.1.2 Written Warning: The purpose of written warning shall be to memorialize the employee's conduct and to identify the area (s) where improvement is necessary. The supervisor shall inform the unit member that failure to improve shall result in more serious action. A written warning may be placed in the Human Resources Personnel File and the employee shall be given notice and opportunity to respond in writing within ten (10) workdays. At the supervisor's discretion the written warning may remain at the site and not be placed in the Human Resources Personnel File.

26.1.1.3 Level One: This is the lowest, most informal tier of discipline and the process/protocol is invoked as the District's official response to a minor

infraction with the expectation of remediating the behavior or issue.

- Supervisor or designee counsels the unit member with an informal oral warning
- If behavior does not improve, supervisor counsels the unit member with a written warning. Supervisor meets with unit member and explains the issues that prompted the written warning. Unit member receives a copy of the written Letter of Warning. The written Letter of Warning may be placed in the Human Resources Personnel File, but unit member must be informed of his/her right to respond. Union representative may be present during this meeting. At the supervisor's discretion the written warning may remain at the site and not be placed in the Human Resources Personnel File.
- If behavior does not improve, supervisor drafts a second Letter of Warning and meets with unit member and union representative. Unit member receives a copy of the written Letter of Warning. The second Letter of Warning is placed in the Human Resources Personnel File and the employee is informed of right to respond. The unit member is also informed that if unacceptable conduct and/or performance continue, further disciplinary action may result.

26.1.1.4 Level Two: These steps and protocols are invoked in response to more serious or repeated offenses.

- If concerns continue with aforementioned unit member, the supervisor drafts a Letter of Reprimand and meets with unit member and union representative. Unit member receives a copy of the Letter of Reprimand and is informed that a copy of the Letter of Reprimand will be placed in the Human Resources Personnel File.
- The Letter of Reprimand includes a summary of the previous discipline issues and actions that have occurred; cites the contract language, school policies, Board Policies or California Ed Code that has been violated.
- At the supervisor's discretion, a second Letter of Reprimand that follows the steps outlined above may take place before proceeding

to the Level Three tier.

26.1.1.5 Level Three Formal Discipline: Formal Discipline shall be defined as discipline that may result in the suspension, demotion or termination of a unit member. Formal discipline shall include a charge packet outlining specific violations, including supporting documentation and an appeal process.

This is the most serious tier of the three levels and is implemented (a) if the District exhausts the steps of Level One and Level Two but the employee has not satisfactorily met expectations of improvement; or (b) if the behavior warrants immediate recommendation for suspension, demotion or termination.

- The unit member receives a Notice of Recommendation for Dismissal from the Human Resources Department during a meeting that also includes union representation. The unit member shall receive a copy of the Notice and shall be informed that the Notice will be placed in the Human Resources Personnel File.
- If an in-person meeting is not possible, a copy of the Notice of Recommendation for Dismissal will be mailed by certified mail, or delivered in person to the unit member's address on file. A copy of the Notice will also be delivered to the union.
- The Notice of Recommendation for Dismissal shall include:
 - a. A statement of charges against the unit member
 - b. Copies of materials upon which the proposed action is based
 - c. A statement concerning whether the unit member submitted a rebuttal
 - d. A notice of the unit member's right to respond either orally or in writing prior to the effective date of the proposed action
 - e. A statement of the right to representation
- Within five days of receiving the Notice of Recommendation for Dismissal, the unit member may submit a request in writing or

via email with a return receipt confirmation to meet with the Superintendent or designee to appeal the District's intent to dismiss. This type of meeting is also known as a Skelly Hearing.

- Failure to request an appeal does not constitute any admission of guilt on behalf of the unit member.
- If the unit member declines to request an appeal with the Superintendent, or is not satisfied with the outcome of the appeal with the Superintendent, the unit member may elect to request an additional hearing before the Governing Board within five days after the window to appeal expires.
- The additional appeal hearing may be conducted during a Closed Session or Open Session portion of a Governing Board meeting. The Notice of Dismissal shall be acted upon by the Governing Board and the decision of the Governing Board shall be final. Failure of the unit member to submit a request for a hearing within the five day period shall constitute a waiver of such hearing. The Board at its sole discretion may elect to delegate the hearing to a hearing officer selected by the Board. In such event, the hearing officer's decision shall be advisory only and not binding on the Board.

26.1.1.6 Emergency Administrative Leave: This is an extreme situation that does not follow the protocols of Level One, Two or Three and is necessitated because the unit member's continued presence at work would constitute a significant, unwarranted risk to life, health, and/or safety of the unit member or others because of action that is serious in nature and requires immediate removal of the unit member from work. A unit member will not be placed on emergency administrative leave for arbitrary, discriminatory or capricious reasons.

26.2 Disciplinary action may be based on any of the following causes:

26.2.1 Incompetency or inefficiency in the performance of the duties of his/her position.

26.2.2 Insubordination (including, but not limited to, refusal to perform properly assigned work).

26.2.3 Carelessness or negligence in the performance of duty or in the care of District property.

- 26.2.4 Discourteous, offensive or abusive language or conduct toward another unit member, a pupil or a member of the public.
- 26.2.5 Dishonesty.
- 26.2.6 Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
- 26.2.7 Reporting to work while under the influence of a controlled substance resulting in impairment.
- 26.2.8 Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Governing Board.
- 26.2.9 Conviction of any crime involving moral turpitude.
- 26.2.10 Arrest for a sex offense as defined in Education Code Section 44010 (suspension) and dismissal if found guilty.
- 26.2.11 Conviction of a narcotics offense as defined in Section 44011 of the Education Code.
- 26.2.12 Repeated and unexcused absence or tardiness.
- 26.2.13 Abuse of leave privileges.
- 26.2.14 Falsifying any information supplied to the school District, such as information supplied on application forms, employment records, or other District records.
- 26.2.15 Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or the laws and regulations of the state.
- 26.2.16 Offering anything of value or offering any service for special treatment in connection with the unit member's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
- 26.2.17 Willful or persistent violation of the Education Code or policies or regulations of this District.
- 26.2.18 Abandonment of position.
- 26.2.19 Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- 26.2.20 Physical or mental incapacity to substantially perform the job service.
- 26.2.21 Violation of local, state or federal laws resulting in cancellation of license required for assigned duty.
- 26.2.22 The uninsurability of an employee to drive a District vehicle, as determined by the District's insurance carrier, when such is an established requirement of the employee's position. Upon notification or confirmation by the District's insurance

carrier, discipline under this section shall be handled in the following manner:

1. The District shall attempt to reassign the employee within the same class, or to a vacant position in a related class for which the employee is qualified and does not require the operation of a motor vehicle.
2. If a reassignment cannot be effectuated, the employee may be demoted in accordance with this article.
3. If a position to which the employee can be demoted does not exist, the employee may be dismissed in accordance with this article.

ARTICLE XXVII: LAYOFF

27.1 Authority:

27.1.1 Classified employees may be subject to layoff, including reduction of hours, due to lack of work or lack of funds.

27.1.2 Notice of Layoff: When, as a result of a bona fide reduction or elimination of service being performed by any department, classified employees shall be subject to layoff for lack of work/lack of funds, affected unit members, including unit members subject to potential displacement, shall be given notice not less than 60 days prior to the effective date of the layoff, and informed of their displacement rights, if any, and reemployment rights.

27.2 Seniority:

27.2.1 Seniority, for purposes of layoff, shall be determined by the first date of service as a probationary employee in a specific classification plus higher classifications.

27.2.2 In the event two or more unit members have the same seniority date, the most senior unit member shall be determined by drawing lots.

27.2.3 For the purpose of this Article, hours of effected individuals shall include all regularly assigned hours worked within their classification.

27.3 Displacement:

27.3.1 A unit member whose position is eliminated or reduced in hours shall fill a vacant position with the same or greater assigned time within the classification.

27.3.2 In the event a vacant position with the same or greater assigned time within the unit member's classification does not exist, the unit member shall displace the least senior unit member with the same or greater assigned time within the classification.

27.3.3 If no position is available within the unit member's classification which allows the unit member who is laid off to maintain his/her current hours, or if the unit member desires less hours, the unit member shall fill a vacant position or displace the least senior unit member with the assigned time that most closely approximates the assigned time of the laid off unit member.

27.3.4 If no position is available within the unit member's classification which allows the unit member to maintain his/her current hours, the unit member who is laid off and who has previous regular service in another classification shall have the right to displace the least senior unit member with the same or greater assigned time in that classification per the following steps:

27.3.4.1 Fill a vacant position with the same or greater time.

- 27.3.4.2 Displace the least senior unit member with the same or greater time.
- 27.3.4.3 Fill a vacant position or displace the least senior unit member, whichever most closely approximates the assigned time of the laid off unit member.
- 27.3.5 Two attempts to notify unit members subject to layoff or reduction shall be made on two consecutive business days. The affected unit member will then have until noon of the District's next business day following contact or second message to exercise displacement rights or accept layoff in lieu of reduction of hours. If the unit member does not respond to messages within the defined timelines, the District will place the unit member, at the District's discretion, within the same job classification with the greatest available hours. It is the unit member's responsibility to ensure that the District continually has current resident and telephone contact information, including during summer months.

27.4 Reemployment:

- 27.4.1 Prior to making offers of reemployment, the District will consult the transfer request list. If there are current District employees on the transfer list for the open position, the District will follow transfer protocols set forth in section 18.2 of this agreement.
- 27.4.2 Unit members who are laid off or reduced in hours are eligible for reemployment in the classification from which they were laid off for a period of thirty-nine (39) months from the effective date of layoff and shall be reemployed in the reverse order of layoff. Unit members who are reduced in hours are eligible for reemployment for an additional 24 months.
- 27.4.3 Unit members are eligible for reemployment in the classification from which they were laid off at the same or greater hours as at the time of layoff.
- 27.4.4 Unit members who were laid off or reduced in hours and are on a reemployment list will be given up to two offers of reemployment where the reemployment restores the unit member to their same classification at the same or greater hours prior to layoff. Unit members will also be given one offer of reemployment where the unit member is offered fewer hours in the classification from which he/she was laid off. In the event the unit member declines the above three offers of reemployment (same or greater hours and less hours prior to layoff), his/her name shall be removed from the reemployment list.
- 27.4.5 Salary schedule placement for reemployed unit members will be at the same range and step/column from which they were laid off.

- 27.4.6 Upon reemployment in a position eligible for Health & Welfare benefits, unit members shall be eligible for the same level of Health & Welfare benefit coverage as at the time of layoff consistent with the provisions of Section 13.1.
- 27.4.7 For the purpose of determining the Anniversary Date and Step Advancement Date, unit members who are reemployed in the classification from which they were laid off during their reemployment period shall be given credit for time previously worked in the classification, but shall not be credited for time on the reemployment list.
- 27.5 Effects of Layoff:
- 27.5.1 Laid off unit members receiving District contributions toward health and welfare benefits at the time of notice shall continue to receive District contributions toward health & welfare benefits for a period of sixty (60) calendar days beyond the period prepaid by District contributions, not to exceed the last date of the insurance year.
- 27.5.2 Unit members subject to layoff may use Personal Necessity Leave for the purpose of seeking outside employment. If the unit member has exhausted Person Necessity Leave, up to ten (10) hours of accumulated sick leave may be used for this purpose at mutually agreeable times.
- 27.5.3 All unit members on the reemployment list shall be given the opportunity to interview for positions for which they apply and meet minimum qualifications.
- 27.5.4 Unit members who are laid off shall be offered employment as a substitute employee in any classification for which the District determines they are qualified prior to any other persons on an eligible substitute list for the duration of the established reemployment period. Unit members who do not respond to the District call for employment shall forfeit their right to substitute employment for that day. For twelve (12) calendar months from the date of layoff or resignation, unit members on the reemployment list who accept substitute employment will be paid at step 1 of the position being substituted on the classified salary schedule.
- 27.5.5 Any unit member may request a meeting with the supervisor to discuss priorities for completion of job duties which may include the elimination or modification of duties.
- 27.6 This Article constitutes the full and complete agreement between the parties with respect to layoff and related effects. The District and the Association each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to layoff and effects

related thereto, even though such subject or matter may not have been within the contemplation of either or both of the parties at the time they negotiated the current agreement, except that the parties agree to negotiate the decision to reduce unit member hours. The sole negotiations that shall occur between the parties pursuant to the terms of this Article shall be over decisions to reduce unit member hours, which in no way shall overlap with issues involving impact or effects.

APPENDIX A

CLASSIFIED JOB TITLES AND SALARY RANGES

HUNTINGTON BEACH CITY SCHOOL DISTRICT
CLASSIFIED JOB TITLES AND SALARY RANGES

<u>TITLES</u>	<u>SALARY RANGE</u>
<u>Food Series</u>	
Food Service Assistant I	33
Food Service Assistant II	36
Food Service Program Manager	45
<u>Fiscal Series</u>	
Accounts Receivable Technician	46
Accounts Payable Technician	46
Food Services Accounting Technician	47
Payroll/Benefits Technician	47
Procurement Specialist I	46
Accounting Technician	48
Warehouse Worker	48
Maintenance & Operations Program Technician	48
Procurement Specialist II	52
Lead Payroll and Benefits Technician	52
Accountant	56
<u>Instructional Series</u>	
Paraeducator-CBET	32
Paraeducator	34
Paraeducator - Bilingual	35
Paraeducator - Special Education	37
Paraeducator - Special Education-BI	38
Paraeducator - Special Education- ABA	39
Paraeducator - Special Education- ABA Social Skills	39
Preschool Instructional Assistant	39
Paraeducator – Behavior Support Team	40
Paraeducator - Sign Language	40
Paraeducator - Visually Impaired	40
Elementary Music Specialist	43
ABA Inclusion/Mainstream Interventionist	45
Lead Intervention Facilitator	45
Licensed Vocational Nurse	46
Preschool Instructor	46
Preschool Supervisor	47
Speech & Language Pathologist Assistant	47
Occupational Therapist	64

Maintenance Series

Maintenance Painter	51
Maintenance Plumber	51
Maintenance Technician	51
Maintenance Vehicle Mechanic	51
Maintenance Electrician	53
Maintenance HVAC Technician	53

Operational Series

Custodian I (Day Custodian)	42
Delivery Driver (Food Service, Warehouse)	42
Instructional Science Materials Specialist	42
Custodian II (Night Custodian)	43
Custodian Lead	45
Groundskeeper	46
Grounds Equipment Operator	47
Grounds Irrigation Technician	49
Lead Groundskeeper	50

Clerical Series

Health Clerk	39
Community Liaison – Bilingual	43
Educational Support Assistant I (Clerk II—Ed. Services, DO, Admin. Services, Curriculum Lab Tech.)	43
Human Resources Clerk	43
Library Media Technician I	43
School Office Assistant	43
Educational Support Assistant II	
Special Ed. Technician	45
GATE/ELL Tech	45
Library Media/Media Assessment Technician	46
Student Services Attendance Technician	46
Library Media Technician II	46
School Office Manager	47

Technology Series

Information Technology Assistant	40
Information Technology Technician	53
Audio-Visual Technician	53
Student Information Systems Specialist	59

Transportation Series

Bus Driver	46
Lead Bus Driver/Trainer	50
Heavy Duty Mechanic	54

APPENDIX B

CLASSIFIED SALARY SCHEDULE

SALARY SCHEDULE

SCHEDULE: CL CLASSIFIED

RANGE/STEP	01	02	03	04	05
32 RANGE 32	2,871.00	3,028.00	3,194.00	3,369.00	3,554.00
	132.508	139.754	147.415	155.492	164.031
	16.563	17.469	18.427	19.437	20.504
33 RANGE 33	2,949.00	3,110.00	3,282.00	3,462.00	3,654.00
	136.108	143.538	151.477	159.785	168.646
	17.013	17.942	18.935	19.973	21.081
34 RANGE 34	3,031.00	3,197.00	3,373.00	3,558.00	3,753.00
	139.892	147.554	155.677	164.215	173.215
	17.487	18.444	19.460	20.527	21.652
35 RANGE 35	3,113.00	3,285.00	3,464.00	3,656.00	3,857.00
	143.677	151.615	159.877	168.738	178.015
	17.960	18.952	19.985	21.092	22.252
36 RANGE 36	3,199.00	3,375.00	3,560.00	3,756.00	3,963.00
	147.646	155.769	164.308	173.354	182.908
	18.456	19.471	20.538	21.669	22.863
37 RANGE 37	3,288.00	3,468.00	3,659.00	3,861.00	4,073.00
	151.754	160.062	168.877	178.200	187.985
	18.969	20.008	21.110	22.275	23.498
38 RANGE 38	3,379.00	3,564.00	3,759.00	3,966.00	4,182.00
	155.954	164.492	173.492	183.046	193.015
	19.494	20.562	21.687	22.881	24.127
39 RANGE 39	3,472.00	3,662.00	3,864.00	4,076.00	4,300.00
	160.246	169.015	178.338	188.123	198.462
	20.031	21.127	22.292	23.515	24.808
40 RANGE 40	3,567.00	3,763.00	3,971.00	4,190.00	4,419.00
	164.631	173.677	183.277	193.385	203.954
	20.579	21.710	22.910	24.173	25.494
41 RANGE 41	3,666.00	3,867.00	4,082.00	4,305.00	4,543.00
	169.200	178.477	188.400	198.692	209.677
	21.150	22.310	23.550	24.837	26.210
42 RANGE 42	3,767.00	3,974.00	4,194.00	4,425.00	4,668.00
	173.862	183.415	193.569	204.231	215.446
	21.733	22.927	24.196	25.529	26.931
43 RANGE 43	3,869.00	4,084.00	4,307.00	4,545.00	4,794.00
	178.569	188.492	198.785	209.769	221.262
	22.321	23.562	24.848	26.221	27.658
44 RANGE 44	3,978.00	4,197.00	4,427.00	4,670.00	4,926.00
	183.600	193.708	204.323	215.538	227.354
	22.950	24.213	25.540	26.942	28.419
45 RANGE 45	4,087.00	4,310.00	4,549.00	4,799.00	5,065.00
	188.631	198.923	209.954	221.492	233.769
	23.579	24.865	26.244	27.687	29.221
46 RANGE 46	4,200.00	4,429.00	4,673.00	4,929.00	5,200.00
	193.846	204.415	215.677	227.492	240.000
	24.231	25.552	26.960	28.437	30.000
47 RANGE 47	4,313.00	4,551.00	4,801.00	5,067.00	5,344.00
	199.062	210.046	221.585	233.862	246.646
	24.883	26.256	27.698	29.233	30.831

SALARY SCHEDULE

SCHEDULE: CL CLASSIFIED

RANGE/STEP	01	02	03	04	05
48 RANGE 48	4,432.00	4,675.00	4,931.00	5,202.00	5,490.00
	204.554	215.769	227.585	240.092	253.385
	25.569	26.971	28.448	30.012	31.673
49 RANGE 49	4,553.00	4,803.00	5,069.00	5,347.00	5,641.00
	210.138	221.677	233.954	246.785	260.354
	26.267	27.710	29.244	30.848	32.544
50 RANGE 50	4,678.00	4,934.00	5,208.00	5,493.00	5,796.00
	215.908	227.723	240.369	253.523	267.508
	26.988	28.465	30.046	31.690	33.438
51 RANGE 51	4,808.00	5,073.00	5,350.00	5,645.00	5,955.00
	221.908	234.138	246.923	260.538	274.846
	27.738	29.267	30.865	32.567	34.356
52 RANGE 52	4,940.00	5,213.00	5,498.00	5,801.00	6,120.00
	228.000	240.600	253.754	267.738	282.462
	28.500	30.075	31.719	33.467	35.308
53 RANGE 53	5,078.00	5,355.00	5,652.00	5,962.00	6,290.00
	234.369	247.154	260.862	275.169	290.308
	29.296	30.894	32.608	34.396	36.288
54 RANGE 54	5,217.00	5,503.00	5,805.00	6,126.00	6,462.00
	240.785	253.985	267.923	282.738	298.246
	30.098	31.748	33.490	35.342	37.281
55 RANGE 55	5,361.00	5,656.00	5,967.00	6,294.00	6,640.00
	247.431	261.046	275.400	290.492	306.462
	30.929	32.631	34.425	36.312	38.308
56 RANGE 56	5,507.00	5,809.00	6,130.00	6,467.00	6,823.00
	254.169	268.108	282.923	298.477	314.908
	31.771	33.513	35.365	37.310	39.363
57 RANGE 57	5,659.00	5,971.00	6,298.00	6,644.00	7,010.00
	261.185	275.585	290.677	306.646	323.538
	32.648	34.448	36.335	38.331	40.442
58 RANGE 58	5,816.00	6,135.00	6,472.00	6,829.00	7,206.00
	268.431	283.154	298.708	315.185	332.585
	33.554	35.394	37.338	39.398	41.573
59 RANGE 59	5,976.00	6,304.00	6,650.00	7,016.00	7,403.00
	275.815	290.954	306.923	323.815	341.677
	34.477	36.369	38.365	40.477	42.710
60 RANGE 60	6,141.00	6,477.00	6,834.00	7,211.00	7,608.00
	283.431	298.938	315.415	332.815	351.138
	35.429	37.367	39.427	41.602	43.892
61 RANGE 61	6,310.00	6,656.00	7,022.00	7,410.00	7,818.00
	291.231	307.200	324.092	342.000	360.831
	36.404	38.400	40.512	42.750	45.104
62 RANGE 62	6,483.00	6,840.00	7,216.00	7,614.00	8,033.00
	299.215	315.692	333.046	351.415	370.754
	37.402	39.462	41.631	43.927	46.344
63 RANGE 63	6,662.00	7,028.00	7,415.00	7,823.00	8,253.00
	307.477	324.369	342.231	361.062	380.908
	38.435	40.546	42.779	45.133	47.613

SALARY SCHEDULE

SCHEDULE: CL CLASSIFIED

RANGE/STEP	01	02	03	04	05
64 RANGE 64	6,845.00	7,221.00	7,619.00	8,038.00	8,480.00
	315.923	333.277	351.646	370.985	391.385
	39.490	41.660	43.956	46.373	48.923
65 RANGE 65	7,033.00	7,420.00	7,828.00	8,258.00	8,712.00
	324.600	342.462	361.292	381.138	402.092
	40.575	42.808	45.162	47.642	50.262
66 RANGE 66	7,226.00	7,624.00	8,043.00	8,486.00	8,952.00
	333.508	351.877	371.215	391.662	413.169
	41.688	43.985	46.402	48.958	51.646
67 RANGE 67	7,425.00	7,833.00	8,264.00	8,718.00	9,198.00
	342.692	361.523	381.415	402.369	424.523
	42.837	45.190	47.677	50.296	53.065
68 RANGE 68	7,630.00	8,049.00	8,492.00	8,959.00	9,452.00
	352.154	371.492	391.938	413.492	436.246
	44.019	46.437	48.992	51.687	54.531

APPENDIX C

BOARD POLICY 4161.9 & ADMINISTRATIVE REGULATION 4161

For information only, not subject to
Article IX, Grievance Procedure

All Personnel

BP 4161.9

4261.9

CATASTROPHIC LEAVE PROGRAM

4361.9

When a catastrophic illness or injury incapacitates an employee, fellow employees may donate accrued vacation and sick leave credits to that employee under the specific requirements of the district's catastrophic leave program and applicable collective bargaining agreement provisions. Donations made under the catastrophic leave program shall be strictly voluntary and donors shall sign a form acknowledging that the transfer of leave credit is irrevocable. Donated leave credits shall be received in increments up to 90 days, up to a maximum of 12 consecutive months.

The Board of Trustees reserves the right to discontinue the catastrophic leave program at its discretion at any time; however, any employee or employees utilizing donated leave credits at the time the Board determines the program is to be discontinued, shall be allowed to continue to utilize donated leave credits until such time as the maximum benefit has been received or all donated eligible leave credits have been exhausted.

Legal Reference:

EDUCATION CODE

44043.5 Catastrophic leave

Policy
adopted: August 21, 2012

HUNTINGTON BEACH CITY SCHOOL DISTRICT
Huntington Beach, California

All Personnel

AR 4161.9(a)

4261.9

CATASTROPHIC LEAVE PROGRAM

4361.9

1. An employee who is, or whose family member is, suffering from a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time may request donations of accrued vacation or sick leave credits under the catastrophic leave program.
2. “Catastrophic illness” or “injury” means a physical illness or injury that is expected to incapacitate the employee for an extended period of time and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all available sick leave and other paid time off.
3. An employee who is suffering from a catastrophic illness or injury must request in writing the donation of eligible leave credits.
4. Upon requesting donations under this program the employees shall provide verifications of catastrophic illness or injury by means of a letter, dated and signed by the attending physician, indicating the incapacitating nature and probable duration of the illness or injury.
5. The Superintendent or designee shall determine that the employee is unable to work due to employee’s catastrophic illness or injury and has exhausted all accrued paid leave credits. The determination is not subject to appeal.
6. When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credits. This determination is not subject to appeal.
7. Benefits shall be received in increments up to 90 days. The employee may request additional benefits up to a maximum of 12 consecutive months for any single catastrophic illness or injury with proper verification by the physician.
8. Any employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the catastrophic leave program.
9. The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months.
10. Employees may donate leave credits to a specific employee when that employee suffers from a catastrophic illness or injury, the employee is unable to work, and the employee has exhausted all accrued paid sick leave.
 - a. Certificated employees may donate eligible leave credits to certificated employees. Classified employees may donate eligible leave credits to classified employees.

- b. Eligible leave credits are defined as accrued vacation and sick leave.
- c. Eligible leave credits must be donated at a minimum of one full day equivalent and in full day equivalents thereafter.
- d. Any employee wishing to donate accrued leave credits to a specific employee under these regulations shall complete, sign and deliver the proper notice designating the number of leave credits to be donated, acknowledging that his/her transfer of leave credits is irrevocable.
- e. The Superintendent or designee shall inform employees of the means by which donations may be made in response of the employee's requests.
- f. To insure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall preserve their accumulated sick leave at a minimum of 20 days and a minimum of 10 accumulated vacation days.

Regulation
approved: August 21, 2012

HUNTINGTON BEACH CITY SCHOOL DISTRICT
Huntington Beach, California

APPENDIX D

CLASSIFIED EVALUATION CLASSIFIED IMPROVEMENT PLAN EVALUATION WAIVER

**HUNTINGTON BEACH CITY SCHOOL DISTRICT
CLASSIFIED PERSONNEL PERFORMANCE EVALUATION**

Employee Name:	Job Title:	
Work Location:	Probation: 1st <input type="checkbox"/> 2nd <input type="checkbox"/> Annual: <input type="checkbox"/> Other (Specify):	Evaluation Period:

PERFORMANCE DIMENSIONS: Place an "X" in the box in front of the phrase or phrases in each column that most nearly describe the employee's performance over the period covered by this evaluation.

1. JOB KNOWLEDGE consists of the job information, application of correct and efficient methods and skills the employee has for satisfactory performance.

A. Responsibilities

- All responsibilities of job completely understood; knowledge went beyond that required.
- Major responsibilities of job understood.
- Most common responsibilities of the job understood; knowledge of some phases incomplete.
- Knowledge about key aspects of job inadequate.

B. Methods/Procedure

- Consistently applied sound, effective and efficient methods in performance of work.
- Methods used typically effective and efficient; work done in allotted time.
- Methods used needed improvement; work at times not completed properly in a timely manner.
- Methods used ineffective or inefficient; it frequently took too long to complete work.

C. Skills

- Possessed all needed skills at level beyond job requirement.
- Required skills satisfactory.
- Most skills satisfactory; some need improvement.
- One or more required skills absent or below a satisfactory level.

COMMENTS:

2. QUALITY OF WORK consists of the neatness, correctness, and prioritizing with which duties are performed.

A. Neatness N/A

- Work was consistently excellent in presentation and a model for others.
- Work was presentable, seldom needed to be redone due to inattention to detail.
- Work at times was sloppy and needed to be redone.
- Work often was unsatisfactory or needed to be redone.

B. Correctness

- Work consistently done correctly.
- Work quality acceptable; mistakes limited in number.
- Work sometimes inaccurate and/or incomplete.
- Work frequently contained numerous errors and/or incomplete.

C. Prioritizing

- Prioritizes so that the most important things were always completed.
- Prioritizes so that demands were typically met.
- Prioritizing occasionally neglected resulting in important tasks not being completed.
- Ineffective prioritizing frequently resulted in important tasks not being completed.

COMMENTS:

3. **WORK CHARACTERISTICS** are initiative and resourcefulness, adaptability to job pressure or change and attitude

A. Initiative and Resourcefulness

- Needs identified and problems solved independently; consistently a self-starter, required little supervision.
- Typically initiated required action and solved problems independently; involved supervisor when needed.
- At times needed assistance to handle items within regular responsibilities.
- Needs overlooked or not seen; assistance required to solve problems.

B. Adaptability to Job Pressure or Change

- Consistently dealt with job pressure or change well; demonstrated ability to maintain a poised and calm demeanor.
- Usually dealt with job pressure or change satisfactorily; demonstrated ability to cope with job pressure or change in a reasonably effective manner.
- At times may react improperly to job pressures causing problems in effectively handling situations.
- Job pressure or change was met with tension, loss of poise, or other ineffective behavior.

C. Attitude

- Positive attitude and enthusiasm about work presented to others consistently.
- Positive attitude typically displayed; job satisfaction apparent.
- Had difficulty at times maintaining positive and/or cooperative attitude.
- Negative attitude displayed; dissatisfaction with or open dislike for job was apparent.

COMMENTS:

4. **WORKING RELATIONSHIPS** are typified by the courtesy and tact, discretion and effective oral communication that an employee displays at work.

A. Working with Adults

- Courtesy and tact consistently demonstrated.
- Courtesy and tact usually displayed toward others.
- Comments or actions sometimes offended others.
- Behavior often seen as tactless or discourteous; others often chose to “go around” rather than deal with him/her.

B. Discretion

- Maintains highest degree of confidentiality; no known violations of job-related confidentiality nor other inappropriate discussions of job matters.
- No serious violations of confidentiality; any potential issues were minor.
- Lapse in judgement regarding confidentiality shown which caused a problem or could have caused a problem(s).
- Had multiple minor issues or a major issue where appropriate confidentiality was not observed.

C. Working with Students N/A

- Always uses effective strategies with students.
- Generally cooperative, courteous, and tactful; generally considerate and understanding of students.
- At times had difficulty interacting with students and occasionally was inconsiderate in working with students.
- Frequently uncooperative and unpleasant in working with students.

COMMENTS:

5. **SAFETY AND USE/CARE OF EQUIPMENT OR MATERIALS** is the correct operation and maintenance of equipment expected of employee using it. (NOTE: Evaluator may wish to indicate kinds of equipment.)

A. Safety Practices

- Safe work procedures followed; potential hazards handled effectively.
- Generally followed safe working procedures.
- At times failed to follow safe working procedures.
- Did not follow safe working procedures.

B. Operation and Maintenance of Equipment and/or Materials N/A

- Equipment used with appropriate care and maintenance resulting in superior work product and prolonged equipment life.
- Normal and reasonable good judgement exercised; equipment was not abused.
- At times failed to exercise good judgement; equipment abused.
- Assigned equipment used carelessly resulting in poorer work product or more down time and costly maintenance.

HUNTINGTON BEACH CITY SCHOOL DISTRICT

HUMAN RESOURCES DEPARTMENT

CLASSIFIED EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

Employee Name: _____

Job Title: _____

Location: _____

Immediate Supervisor: _____

The purpose of this Performance Improvement Plan is to address areas of growth so that specific expectations are clear, resources are made available to support the employee, and the employee is given an opportunity to demonstrate competency in the identified area(s) of under-performance.

Goals/Expectations: (Define the area(s) that need to improve.)

Improvement Required: (Identify specific actions and/or tasks to be demonstrated.)

Assistance/Resources: (Identify the tools, strategies and the support available to help meet the expectations identified above.)

Progress/Follow-Up: (Meeting to occur between supervisor and employee.)

Program Improvement Plan to be Completed by _____.

This Program Improvement Plan has been discussed with me by my immediate supervisor/evaluator. I understand that my signature does not necessarily mean that I agree. This plan may be included in my personnel file, and I have the right to respond in writing within ten (10) days of the date of this form.

Employee Signature

Date

Satisfactory Completion of PIP
Unsatisfactory Completion of PIP

Continuation of PIP to (date) _____



Date: _____

To Whom It May Concern:

As referenced in the classified contract in Article 8.2.3, my administrator and I agree that based on my previous positive evaluation in the _____ school year, an evaluation is not necessary for the _____ school year. I will again be on the evaluation schedule for the _____ school year.

Employee Name (Printed)

Employee Signature

Employee Position

Site

Administrator Name (Printed)

Administrator Signature

APPENDIX E

FORMS

HUNTINGTON BEACH CITY SCHOOL DISTRICT

PERSONAL PROPERTY

I, _____, request the authority to bring personal property to school to be used in the instructional program of the school.

The equipment is: _____

Said equipment has a value of *\$_____.

I will cause said piece of equipment to be secured in a locked, safe area in my room or school.

Describe area where item will be kept: _____

This agreement is entered into from _____ to _____.

Signature of Employee

Approved by: _____
Principal/Site Manager

Assistant Superintendent, Admin. Services

**Per contract agreement between Huntington Beach City School District and the Classified School Employees Association, Chapter 316, Article VI, Section 6.2, Employee Expenses and Materials, the District shall reimburse an employee for replacement value or an amount not to exceed \$2,000.00, whichever is the lesser amount for any loss, damage or destruction of personal property or equipment.*

HUNTINGTON BEACH CITY SCHOOL DISTRICT

REPLACEMENT OF PROPERTY CLAIM FORM

Account Number: _____ Date: _____

According to the Agreement between the Huntington Beach City School District and the Classified School Employees Association, Chapter 316, I hereby request replacement of personal property not to exceed \$2,000.00 for loss, damage, or destruction of personal property or equipment while on duty in the school, on school premises, or on a school approved activity.

Personal property is defined as personal items worn by a teacher such as eyeglasses and articles of clothing. Equipment shall mean instructional items approved by the principal for use in the classroom.

Name of Claimant: _____

Date of Incident: _____

Date Principal approved equipment for school use: _____

Location: _____

Item lost or damaged: _____

Value (attach receipt for replacement): _____

Type of property or equipment (give specifics, i.e, brand name, model number): _____

Explanation as to loss: _____

Approval for payment: _____

Employee

Assistant Superintendent, Admin. Services

Principal/Site Manager

**Per contract agreement between Huntington Beach City School District and the Classified School Employees Association, Chapter 316, Article VI, Section 6.2, Personal Property, the District shall reimburse an employee for replacement value or an amount not to exceed \$2,000.00, whichever is the lesser amount for any loss, damage or destruction of personal property or equipment.*



HUNTINGTON BEACH CITY SCHOOL DISTRICT
SUBSTITUTE CUSTODIAN EVALUATION FORM

Name of Substitute Custodian: _____

Date of Assignment: _____

1. Did the substitute arrive on time at site? Yes No
2. Were the sinks cleaned in all the assigned classrooms? Yes No
3. Are all the classroom floors clear of debris in the assigned classrooms? Yes No
4. Were all carpets vacuumed in assigned classrooms? Yes No
5. Were paper towel dispensers restocked in assigned classrooms? Yes No
6. Were soap dispensers checked in assigned classrooms? Yes No

Restrooms:

7. What was the overall appearance of the restrooms? _____
8. Were urinals, toilets, and sinks cleaned? Yes No
9. Were paper towel dispensers and toilet dispensers restocked? Yes No
10. Was the floor mopped and clear of debris? Yes No
11. Were assigned office area floors vacuumed and/or swept? Yes No
12. Was the trash dumped and trash can liners changed as needed due to spills or raw food in all the assigned work areas (according to the work schedule)? Yes No

Lunch Areas:

13. Were the large trash cans cleaned and washed out as needed? Yes No
14. Were all lunch tables cleaned? Yes No
15. Was the lunch area either hosed down or was the auto scrubber used? Yes No
16. Was the lunch area cleaned of all debris? Yes No
17. Was the lunch area mopped? Yes No

Comments: _____

Completed By: _____

Date: _____

HUNTINGTON BEACH CITY SCHOOL DISTRICT

SUBSTITUTE PARAEDUCATOR EVALUATION

Substitute's Name _____ Date _____

School _____ Classroom Teacher _____

Area for Evaluation	Excellent	Satisfactory	Unsatisfactory	Remarks
Follows teacher's direction				
Assists with supervision				
Interaction with children				
Relationship with teacher				
Personal qualities: (Attitude/Appearance)				
Overall rating				

Teacher: Would you like to have this sub in your room again? YES NO

Teacher's Comments: _____

Teacher's Signature: _____ **Date:** _____

Principal: If a NO response has been circled above, is this substitute also to be EXCLUDED from your entire school site? YES NO

Principal's Comments: _____

Principal's Signature: _____ **Date:** _____

Please return to Human Resources at conclusion of assignment

Date Received in Human Resources: _____ Date Entered into Aesop: _____

HUNTINGTON BEACH CITY SCHOOL DISTRICT
REQUEST FOR TIME OFF
EMPLOYEE MUST REQUEST SUBSTITUTE, IF NEEDED

CERTIFICATED

CLASSIFIED

Employee Name: _____ Date: _____

Position: _____ Location: _____

Personal Necessity Leave:

Reason for Absence: _____ Date(s): From _____ To _____

Number of Days: _____ Hours of Partial Day: From _____ To _____

Personal Necessity/Personal Business Leave: No Reason Required

Date(s): From _____ To _____ Number of Days: _____

Hours of Partial Day: From _____ To _____

Unpaid Leave of Absence: (Send copy to Human Resources)

Reason for Absence: _____ Date(s): From _____ To _____

Number of Days: _____ Hours of Partial Day: From _____ To _____

Other: (Please Specify)

Reason for Absence: _____ Date(s): From _____ To _____

Number of Days: _____ Hours of Partial Day: From _____ To _____

Employee Signature

Supervisor Approval

ROUTING:

Office Mgr _____

Supervisor _____

Reference: Sec. 10.3 - HBETA Contract; Sec. 10.6 - CSEA Contract.

APPENDIX F

TENTATIVE AGREEMENT AND MEMORANDUMS OF UNDERSTANDINGS

TENTATIVE AGREEMENT
between
Huntington Beach City School District
and
California School Employees Association and its Huntington Beach City Chapter 316

May 18, 2021

The Huntington Beach City School District (District) and California School Employees Association and its Huntington Beach City Chapter 316 (CSEA) have completed negotiations for 2020-21 and agree to maintain the provisions of the current collective bargaining agreement except as follows:

ARTICLE II: DEFINITIONS

- 2.1 Anniversary Date – shall mean the first date of service in the school District established pursuant to 14.2.1.
- 2.2 Association - shall mean the California School Employees Association and its Huntington Beach City, Chapter 316.
- 2.3 Board or Board of Trustees - shall mean the public school employer, or the designee of the employer.
- 2.4 Completed Service Requirement – shall mean completion of the required regularly assigned number of work days of the current fiscal year.
- 2.5 Day - shall mean any day on which the District Administration Center is open for business.
- 2.6 District - shall mean the Board of Trustees or its designee.
- 2.7 Emergency – a circumstance or set of circumstances requiring immediate attention by the District, or a sudden or unexpected calamity such as earthquake, fire, flood, and other catastrophic occurrences which interferes with normal operations of the District.
- 2.8 Employer - shall mean the Board of Trustees of the Huntington Beach City School District and/or its designees.
- 2.9 Evaluator - shall mean the immediate supervisor, and/or administrator, and/or designee responsible for overseeing the performance and functions of an employee’s assigned department position or job responsibilities.
- 2.10 Grievance – an allegation by a unit member and/or the Association that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 2.11 Immediate Family - shall mean the mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, stepbrother, stepsister of the unit member or unit member's spouse, or any relatives

- or significant other living in the immediate household of the unit member.
- 2.12 Job Steward – shall protect employees’ rights on the job, enforce the contract, and represent employees in contractual or disciplinary matters.
- 2.13 Permanent Employee - shall mean a member of the bargaining unit who has successfully completed the initial hiring process and probationary trial period with satisfactory evaluations and/or the recommendation of the evaluator to continue ongoing employment with HBCSD.
- 2.14 Probationary Employee – **Probation** shall mean a **trial period**. ~~member of the bargaining unit that has not completed a trial period of nine (9) months in paid service.~~ The probationary period for ~~permanent~~ employees new to a position shall be either six (6) months or one hundred thirty (130) work days, whichever is longer, in paid service ~~in the new position~~. Paid service shall pertain to actual days worked in regular District service.
- 2.15 Promotion –a movement from a classification of a lower salary range to a classification of a higher salary range.
- 2.16 Seniority - shall mean the first date of service as a probationary employee in a specific classification plus higher classifications.
- 2.17 Site Representative - The site representative is a vital communication link between members and chapter leaders. Site representatives keep bulletin boards updated; answer questions at their site or refer co-workers to the appropriate chapter officers and union staff for answers; welcome new employees and sign up new members; and relay information about problems and needs at their worksite back to chapter leaders.
- 2.18 Step Advancement Date – shall mean the first date of service in a specific classification.
- 2.19 Superintendent - shall mean the chief executive officer of the District, or the chief executive officer's designee.
- 2.20 Transfer – lateral change within the same classification.
- 2.21 Unit Member - shall mean a member of the bargaining unit that is represented by the Association.

ARTICLE IV: ORGANIZATIONAL RIGHTS

- 4.1 **CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 4.1.1 Authorized CSEA representatives shall have the right of reasonable access to areas in which unit member’s work during non-working time for the purpose of transacting legitimate Association business, provided such business does not interfere with the school program, operation, and/or duties of unit members. When possible, the CSEA representative shall provide advance notice of site visit and

- purpose and will follow appropriate check in procedures upon arrival at said location.
- 4.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and other means of communication to the extent permitted by law, subject to reasonable regulation for the posting or transmission of information or notices concerning CSEA matters.
 - 4.1.3 Under Civic Center usage, the right to use institutional facilities at reasonable times for activities concerned with representation rights.
 - 4.1.4 The right when involved in grievance processing or evaluation, to review unit member's personnel files and other public records related to the grievance or evaluation when accompanied by the unit member or on presentation of a written authorization signed by the unit member.
 - 4.1.5 Upon CSEA request, the District will provide an updated seniority roster of current unit members, including status, classification, and seniority date. Upon request by CSEA, Human Resources will provide a classified roster, which includes employee name, work location, and position.
 - 4.1.6 Upon request, the District shall provide CSEA copies of non-confidential Board agendas including copies of any public budget/public financial material submitted to the Governing Board.
 - 4.1.7 The right upon request to receive copies of other public material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
 - 4.1.8 Bargaining unit members shall be entitled to one hour paid release time to participate in a contract ratification session. The scheduling of the ratification shall be subject to District approval.
 - 4.1.9 The Association shall annually be granted a non-cumulative total of eighteen (18) days of release time without loss of pay for the purpose of Association business. In addition, the District shall annually provide up to three unit members release time without the loss of pay for the purpose of attending the annual CSEA Conference. The Association shall also be entitled to reasonable release time for the purpose of meeting and negotiating. The Association shall provide the District with reasonable advance written notice, normally five (5) days, of the names of unit members entitled to use the release time provisions contained herein for the purpose of meeting and negotiating and Association business. Unused leave from any contract year shall not be carried over to ensuing years.
 - 4.1.10 Payroll deductions for members in the California School Employees Association

shall be arranged through the Business Office. The District shall provide the Association, on a monthly basis, a warrant for the amount of monies deducted for members' dues, along with a list of the amount and the names of those whose membership dues were deducted. The District shall deduct dues in accordance with CSEA dues fee schedule for all unit members who have submitted a duly executed dues deduction authorization form.

4.1.11 CSEA may provide the District with general information on CSEA to be presented to new employees. CSEA and the District will coordinate the presentation of relevant information to new employees.

4.1.12 ~~A proposed work year calendar for unit members shall be reviewed with CSEA prior to adoption by the District.~~ **The District and CSEA shall negotiate a work year calendar which shall be finalized when possible no later than March 1 and made available for distribution.**

4.2 Dues Deduction

4.2.1 The District shall deduct dues, in accordance with the CSEA Dues and Schedule, from the wages of all employees who are members of CSEA. The District shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative.

4.2.2 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

4.2.3 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Association before processing any revocation request.

ARTICLE VI: EMPLOYEE EXPENSES AND MATERIALS

6.1 Uniform: The District shall reimburse employees upon submission of the sales receipt(s) for the purchase, replacement, and maintenance of uniforms required by the District to be worn by mechanics and bus drivers for up to two hundred and fifty dollars (\$250.00) per year.

6.1.1 The District will furnish and/or replace District logo shirts for Maintenance and Operations unit members. These unit members, except for extenuating circumstances, shall wear the District logo shirts on a daily basis. Initially six (6) new District logo shirts will be provided to each Maintenance and Operations unit member. In succeeding years, the District will replace up to six (6) shirts per year. The District will replace up to one (1) sweatshirt or one (1) jacket every three years. CSEA Leadership and the District shall coordinate and mutually agree upon the

procedures for the ordering and distribution of required uniform clothing. These procedures may vary each year.

6.2 Costs of repairing or replacing property damaged or stolen from an employee during their time of employment will be reimbursed by the District in cases where prior approval has been obtained consistent with the limits established upon this cost. This is in accordance with Section 817 of the California Education Code and District Board Policy 4156.3.

6.2.1 **Limitation on Coverage:** This rule applies to those items belonging to an employee which may regularly or occasionally be voluntarily utilized by them in order to facilitate the performance of their duties. The intent is not to insure items of personal apparel, jewelry, ~~health aids~~, and the like which are considered a part of an employee's person and normally on their person or in their possession while performing their duties.

6.2.2 **Limitation on Compensation**

Where theft or damage of authorized personal property occurs, the District liability will not exceed \$2,000 per employee in any school year and will not apply to claims of less than \$10.

6.2.3 **Burden of Proof**

In the case of a claim under this Article, the employee shall bear the burden of proof that the property concerned was duly authorized, in accordance with procedures specified in this Article, that the property was damaged or stolen while being utilized in the line of duty, and that the theft or damage was in no way the fault of an employee who exercised reasonable care.

6.2.4 **Procedure for Approval of Authorized Personal Property on District Sites**

The employee submits a written request on the District approved form to the principal or designee describing the property and listing approximate dates for its use during the year. Once approval is granted, it remains in effect for the entire school year. (See Appendix E, Personal Property Form)

6.2.5 **Claim for Reimbursement**

In case of loss or damage within the provisions of this Article, the employee shall submit a claim for reimbursement on the District approved form (See Appendix E, Claim Form For Replacement of Property).

6.3 **Non-owned Automobile Insurance:** The District will provide personal injury and property damage insurance for employees required and directed to use their personal vehicles on employer business. This coverage is understood to be secondary to the employee's personal insurance.

6.4 **Physical Examinations:** The District agrees to provide the full cost of any medical

examination required as a condition of continued employment, including but not limited to, the provisions outlined in Education Code Section 45122 or its successor. Examination shall be made by a physician selected from a panel of three (3) names provided by the District.

- 6.4.1 Unit Members shall be required, as a condition of continued employment, to have a tubercular examination every four years verifying that the unit member is free of communicable tuberculosis. Failure to complete the examination as herein provided may result in disciplinary action. The District will make an effort to provide an opportunity to employees to complete the TB examination requirements during work hours. Notice of the examination shall be given by the District in advance.
- 6.4.2 All employees shall receive tetanus protection upon request by the District. All inoculation costs are to be paid by the District.
- 6.5 The District shall provide for the defense of any civil or criminal action or proceeding brought against an employee to the extent required by law.
- 6.6 Subject to verification, the District agrees to reimburse unit members for District-required licenses and/or certification fees (including, but not limited to bus driver certification and/or license, back flow device certification, pest control certification, State Locksmith license).

ARTICLE VII: EMPLOYER RIGHTS

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to: determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals, and objectives, ~~insure~~ **ensure** the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work, and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees as provided for in law.
- 7.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and

the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

- 7.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, and only for the duration of said emergency. The term "emergency" shall mean a circumstance or set of circumstances requiring immediate attention by the District, or a sudden or unexpected calamity such as earthquake, fire, flood, and other catastrophic occurrences which interferes with normal operations of the District.
- 7.4 The determination of whether or not an emergency exists is solely within the discretion of the Board.
- 7.5 In addition, any other dispute arising out of, or in any way connected with, either the existence of, or the exercise of any of the above-described rights of the District, shall not be subject to the grievance provisions set forth in Article IX of this Agreement, unless the dispute is otherwise grievable under another Article of this Agreement.
- 7.6 Except in cases of immediate need, the affected supervisor will first notify and afford the Association an opportunity to provide input concerning contracting out unit member work before making a final determination.
- Upon request of either party, the appropriate administrator shall meet with the Association to review pending and previous district decisions to contract out unit member work.
- 7.7 In the event the District seeks to reduce the daily hours or work year of a vacant classified bargaining unit position, it shall notify CSEA Chapter 316 in writing, indicating the classification, current assigned daily hours and work year, as well as, the proposed daily hours and work year and basis for the reduction. Both parties agree to meet and negotiate regarding the reduction and effects of the decision to alter the vacant position assignment. Upon reaching agreement, both parties will memorialize and sign the agreement. Subsequently, the District shall implement the changes to the vacant position without further negotiation or action. In the event that the agreement is not reached, the position, daily hours, and work year will remain at current. ~~This agreement shall be effective for the term of the current contract and will expire on June 30, 2018.~~

ARTICLE VIII: EMPLOYEE EVALUATIONS

- 8.1 Evaluation: For the purposes of this article, the term evaluator shall mean immediate supervisor, and/or administrator, and/or designee responsible for overseeing the performance and functions of an employee's assigned department, position, or job responsibilities.

- 8.1.1 All unit members shall be provided with an opportunity for discussion between the unit member and the evaluator before any evaluation of a unit member is placed in the unit member's file.
 - 8.1.2 All evaluations shall be made based upon the observation and knowledge of the evaluator and/or the finding of an evaluator following an investigation of a complaint.
 - 8.1.2.1 If a unit member is assigned to more than one site, the supervisors will collaborate on the unit member evaluation.
 - 8.1.3 Any overall evaluation rating of "needs improvement" or "unsatisfactory" may result in an improvement plan and a re-evaluation within three (3) months.
 - 8.1.4 All evaluative materials placed in any personnel file shall be signed and dated by the person drafting or placing them in the file and the employee shall be given an opportunity to discuss and/or respond to the comments.
 - 8.1.5 In the event an individual provides information of a derogatory nature to the evaluator which could negatively impact that unit member's evaluation, the evaluator shall investigate the allegation prior to inclusion in the evaluation.
 - 8.1.6 The evaluation of a unit member who is required to work out-of-classification shall not be negatively impacted by their out-of-classification assignment.
- 8.2 Time of Evaluation
- 8.2.1 Probationary employees new to the District shall be evaluated twice during their ~~nine~~ **six** month probationary period of employment.
 - 8.2.2 Regular unit members new to a position shall be evaluated twice during their six month probationary period.
 - 8.2.3 Permanent employees shall be evaluated each year. Upon mutual agreement of the evaluator and the unit member, unit members with a positive evaluation as a permanent employee in the previous school year may be evaluated every other year.
- 8.3 Results of Evaluation
- 8.3.1 Each unit member shall receive a copy of the evaluation with a duplicate copy to be retained by the evaluator.
 - 8.3.2 The unit member shall be given an opportunity during normal working hours to prepare a written response, within ten (10) workdays, which shall be attached to the material.
- 8.4 Personnel Files
- 8.4.1 The personnel file of each unit member shall be maintained at the District's central administration office.
 - 8.4.2 Unit members shall be provided with copies of any derogatory written material ten

(10) workdays before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours, and without loss of pay, to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

- 8.4.3 Unit members shall have the right to inspect materials in their personnel files which may serve as a basis for affecting the status of their employment during non-working time in accordance with Education Code Section 44031.
- 8.4.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

ARTICLE X: LEAVES

10.1 **General Provisions:** Individuals who utilize leave provisions for an extended period of time (90 calendar days or more) may not be guaranteed of the right to return to the location of their former assignment. However, unit members will be returned to their former classification and rate of pay at the conclusion of an approved leave.

10.1.1 **Discretionary Leaves:** CSEA and the District recognize that unpaid leaves shall be granted at the discretion of the District. If competent substitutes cannot be secured, the leave will not be granted except in cases where the District waives this requirement because of an emergency.

10.1.2 The Superintendent or designee shall have the authority to require at any time, verification, satisfactory to the District to determine if a leave provided for in this Article has been used in compliance with the provisions of this Agreement.

10.1.2.1 Any out of pocket medical costs incurred by the unit member directly related to medical verification requested by the District shall be borne by the District.

10.1.3 With the exception of illness leave and bereavement leave, other leave provisions of this Agreement shall not normally be granted during the first week of school or the last week of school. The District, however, may grant said leaves in case of an emergency. The parties agree that no leave provision of this Agreement shall be used to extend any holiday or vacation period. Abuse of the leave provisions may result in disciplinary action being taken against the unit member(s) in question.

10.1.4 No leave provision in the Agreement shall be utilized for the purpose of supporting or participating in a concerted activity against the District.

10.1.5 Unit members wishing to request leave shall comply with procedures established by the District with regard to application, notification, and verification.

- 10.1.6 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 10.1.7 No period of District-approved unpaid leave of absence of less than one-hundred and twenty (120) days shall be considered a break in service.
- 10.1.8 A unit member on a District-approved unpaid leave of absence in excess of one-hundred and twenty (120) days shall have his/her anniversary date adjusted accordingly for the calculation of step increases and other benefits provided under this Agreement. The anniversary date shall be moved forward for every calendar day beyond the one-hundred and twenty (120) day period.
- 10.1.9 A unit member shall not accept employment during their regularly assigned work schedule outside the District while on any paid leave of absence provided in this Article, without prior approval from the District.

10.2 Bereavement Leave:

- 10.2.1 Purpose: The purpose of bereavement leave utilization shall be for the death of a member of the immediate family.
- 10.2.2 Eligibility: A unit member covered by this Agreement.
- 10.2.3 Procedure: A unit member exercising this leave of absence provision shall notify the District as soon as possible and indicate the expected duration of the absence.
- 10.2.4 Requirements: Unit members shall be entitled to five (5) days of paid leave of absence on account of the death of a child, sibling, parent or spouse, or three (3) days of paid leave of absence on account of the death of other members of their immediate family. Expansion of the definition of immediate family for other persons because of extenuating circumstances may be granted by the Superintendent. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of Article X.
- 10.2.5 Compensation: All days of absence used under the provisions of Bereavement Leave shall result in no loss of compensation to the unit member.
- 10.2.6 Return to Service:
- ~~10.2.6.1 The unit member shall complete the District absence form and submit it to the immediate supervisor with the unit member's monthly time card.~~
- ~~10.2.6.2~~ **10.2.6.1** The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

10.3 Industrial Accident and Illness Leave:

- 10.3.1 Purpose: Industrial accident and illness leave shall be granted for illness or injury

incurred within the course and scope of a unit member's assigned duties.

10.3.2 Eligibility: A unit member covered by this Agreement.

10.3.3 Procedure: A unit member who has sustained a job-related injury shall report the injury, normally within twenty-four (24) hours or as soon as possible, to the District Human Resources Office, who will complete the approved accident report form. A unit member shall report an illness on a District-approved form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.

10.3.4 Requirements:

10.3.4.1 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.

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

10.3.4.3 Industrial accident or illness leave shall commence on the first day of absence.

10.3.4.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

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

10.3.4.6 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

10.3.4.7 During any industrial paid leave of absence, the unit member may endorse to the District the temporary indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with (any) temporary disability

indemnity shall not exceed one-hundred percent (100%) of the unit member's normal compensation.

10.3.4.8 In order to qualify for use of this leave, the unit member must submit to an interview with authorized representatives of the Workers' Compensation Insurance Program.

10.3.4.9 A unit member shall not accept employment outside of District during established assigned work hours while on industrial accident and illness leave.

10.3.5 Return to Service: A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers' Compensation physician certifying the unit member's ability to return to his/her position classification.

10.3.5.1 Unit members released to work on light duty shall return to work in their classification/department, or if determined necessary by the District, based upon existing medical restrictions, to another classification.

10.4 Judicial and Official Appearance Leave

10.4.1 Purpose: Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

10.4.2 Eligibility: A unit member covered by this Agreement.

10.4.3 Procedure: The unit member seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave.

10.4.4 Requirements: A unit member may be granted a leave of absence not to exceed the duration of the requirements for participation and appearance.

10.4.5 Compensation: A unit member granted a leave of absence under these provisions shall be granted District compensation, which, when added to jury or witness fees, shall not exceed the unit member's regular District compensation. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. Any day during which any unit member in the bargaining unit, whose regular assigned shift commences at 4:00 p.m., or after, and who is required to serve all or any part of the day on jury duty, shall be relieved from work with pay, not to exceed the unit member's regular

District compensation when added to jury or witness fees.

10.4.6 Return to Service:

10.4.6.1 The unit member shall ~~complete the District's absence form~~ **provide proof of service** and submit it to the immediate supervisor with the unit member's monthly time card.

10.4.6.2 The unit member shall provide upon District request, additional verification of the use of these leave provisions.

10.5 Unpaid Personal Leave of Absence:

10.5.1 Purpose: A unit member may request an unpaid personal leave of absence for reasons not enumerated elsewhere in this Agreement.

10.5.2 Eligibility: Any permanent unit member covered by this Agreement.

10.5.3 Procedure:

10.5.3.1 The unit member seeking an approved unpaid personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave.

10.5.3.2 For unpaid personal absences of five (5) working days or less, the unit member shall submit the request described herein to the immediate supervisor not less than five (5) working days prior to the beginning date of the leave. The decision of the immediate supervisor for approval or denial of these requests shall be final.

10.5.3.3 For unpaid personal absence in excess of five (5) workdays including the balance of the school semester year, or a full school semester year; the unit member shall submit the request described herein to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. A unit member requesting such an extended unpaid personal leave of absence shall submit the request not less than thirty (30) days prior to the effective date of the leave except in cases of medical necessity. The District has the authority to waive this requirement for a unit member with a personal emergency.

10.5.4 Requirements: A unit member shall not accept gainful employment while on unpaid personal leave of absence without the prior written approval of the Superintendent or designee. Failure to abide by this restriction will result in automatic and immediate termination of leave.

10.5.5 Compensation: Any unpaid personal leave of absence that may be granted under these provisions shall be without compensation. Unit members on unpaid personal

leave of absence who are eligible for Health and Welfare Benefits under Article XIII shall be permitted to participate in the District Health and Welfare program at their expense.

10.5.6 Return to Service:

10.5.6.1 The unit member shall be reinstated to the position classification held prior to the unpaid leave of absence or to a position for which the unit member is certified.

10.5.6.2 If the unpaid personal leave of absence is granted for personal health reasons, verification of illness may be required by the District. Prior to return to active duty, a medical statement from a licensed physician indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical or emotional well-being shall be required.

10.6 Personal Necessity Leave:

10.6.1 Purpose: Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

10.6.2 Eligibility: A unit member who has sufficient unused sick leave credit.

10.6.3 Procedure:

10.6.3.1 Unit members shall submit a request for personal necessity leave approval on a District approved form to the immediate supervisor normally not less than two (2) working days prior to the beginning date of the leave. The prior approval required for personal necessity leave shall not apply for the following reasons:

- (a) Death or serious illness of a member of the unit member's immediate family. The immediate family definition, as provided in Article II, section 12, for the purpose of this paragraph shall include aunt, uncle, niece, and nephew.
- (b) Accident, involving person or property or the person or property of the unit member's immediate family.
- (c) To provide urgent parenting care for a child(ren).
- (d) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

10.6.3.2 When prior approval is not required, the unit member shall make every effort to comply with District procedures designed to secure substitutes

and shall notify the immediate supervisor of the expected duration of the absence.

10.6.4 Requirements: A unit member may use not more than seven (7) days per year of accumulated sick leave for purposes of approved personal necessity leave.

Examples of reasons for which approval shall not be granted are:

- (a) Political activities or demonstrations;
- (b) Vacation, recreation, or social activities;
- (c) Civic or organization activities;
- (d) Unit member association activities;
- (e) Routine personal activities;
- (f) Occupational investigation;
- (g) Work stoppage;
- (h) Outside employment.

10.6.5 Compensation: A unit member shall receive full compensation for not more than seven (7) days per year of approved personal necessity leave.

10.6.6 Return to Service:

~~10.6.6.1 Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor with the unit member's monthly time card.~~

10.6.6.2 **10.6.6.1** The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

10.6.7 Unit members may take up to four (4) days of personal necessity leave for personal business upon written approval of their immediate supervisor.

10.6.7.1 Request for use of this leave shall normally be made not less than five (5) workdays prior to the beginning date of the leave, but in emergencies, this may be waived.

10.6.7.2 Not more than two (2) unit members per department may utilize this leave on the same day.

10.6.7.3 This leave may not be used if a unit member has an excessive absence rate for the fiscal year.

10.7 Pregnancy Disability Leave:

10.7.1 Purpose: The purpose of Pregnancy Disability Leave utilization shall be for the bearing and birth of children by unit members covered by this Agreement.

10.7.2 Procedure:

10.7.2.1 The unit member shall furnish his/her immediate supervisor with a physician's statement as soon as the pregnancy is confirmed. The

physician's statement shall include the expected date of disability.

10.7.2.2 The unit member shall submit a request for pregnancy disability leave not less than thirty (30) days prior to the requested commencement date of the leave. The request shall be accompanied by the attending physician's statement verifying the medical necessity of the leave and the expected duration of the leave.

10.7.3 Requirements: Pregnancy Disability Leave shall be granted for that period of pregnancy during which the unit member is disabled, as specified in the attending physician's statement submitted on the appropriate District form.

10.7.4 Child Rearing or Child Care: Upon request, the Board may provide a male or female unit member who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect for not more than one (1) year. The end of the leave shall normally coincide with a natural break in the school year such as the end of a semester.

10.7.4.1 A unit member on child-rearing leave shall be entitled to all benefits accorded and obligated by all duties imposed under unpaid leaves.

10.7.4.2 A male bargaining unit member shall be entitled to utilize personal necessity leave to care for his child or the mother of his child immediately after the birth or adoption of a child.

10.7.5 Employees who are pregnant, have a pregnant partner, are adopting or fostering a child may contact Human Resources to determine which leaves are available for child bonding/parental leave.

~~10.7.5~~ **10.7.6** Return to Service: Immediately upon conclusion of the disability period described herein, the unit member shall return to service and shall complete the required District absence form and submit it to her immediate supervisor with the unit member's monthly time card.

10.8 Sick Leave:

10.8.1 Purpose: The purpose of Sick Leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, quarantine, or pregnancy disability.

10.8.1.1 Unit members shall be entitled to use current and accumulated sick leave days, not to exceed the amount that would be accrued during six months at the unit member's then current rate of entitlement, to attend to an illness of the unit member's child, parent, or spouse.

10.8.2 Eligibility:

10.8.2.1 A unit member covered by this Agreement, working five (5) days per

week for a full year, shall be entitled to one (1) day of leave of absence per month for the purpose of sick leave utilization. A month of service for the purpose of this Article shall mean a payroll month in which the unit member was in paid status for fifty percent (50%) or more of the month. A unit member working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.

10.8.2.2 Unit members, upon initial employment, shall be eligible to take not more than six (6) days, or the proportionate amount of sick leave to which they are entitled, until the first day of the calendar month following six (6) months of service.

10.8.3 Procedure: A unit member exercising this leave of absence provision shall notify the immediate supervisor of their need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute services, and in all cases the unit member shall make every effort to notify his/her immediate supervisor at least sixty (60) minutes prior to the beginning of the work period. This sixty (60) minute requirement may be waived by the District for emergencies. The notification described herein shall also include an estimate of the expected duration of the absence.

10.8.4 Requirements: A unit member becoming aware of the need for absence due to surgery, pregnancy disability or other predictable or priorly scheduled cause shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of the return to active service.

10.8.5 Compensation:

10.8.5.1 Any unused sick leave credit may be used by the unit member for sick leave purposes without loss of compensation.

10.8.6 Return to Service:

~~10.8.6.1~~ The unit member shall complete the District's absence form and submit it to the immediate supervisor with the unit member's monthly time card.

~~10.8.6.2~~ **10.8.6.1** The unit member shall provide, upon District request, additional verification of the use of these leave provisions and at District expense, provided reimbursement is limited to the unit member's out-of-pocket medical costs directly related to medical verification requested by the District.

~~10.8.6.3~~ **10.8.6.2** A unit member who has experienced a disability absence

requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her classification without restrictions or detriment to the unit member's physical and emotional well-being.

~~10.8.6.4~~ **10.8.6.3** A unit member shall not be allowed to return to service and shall be charged with one additional day of sick leave absence if the unit member fails to notify the District of intent to return to duty two (2) hours prior to the close of the preceding workday, and by such notification failure a substitute is secured.

10.8.7 Extended Illness Leave:

10.8.7.1 The District, on July 1, of each year, shall credit each unit member as described herein above, with the one hundred (100) days of paid extended illness leave including the entitlement described herein above.

10.8.7.2 The extended illness leave shall begin on the first day of illness and shall be reduced by the number of paid sick leave days available excluding holidays, vacation days and compensatory time. When those days have been exhausted, any remaining days of the one-hundred-day extended sick leave shall be available for use by the unit member and shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary.

10.8.7.3 In the event this extended illness is used after an industrial accident or illness leave, the extended illness leave begins after the exhaustion of the industrial accident or illness leave.

10.8.8 Accumulated Sick Leave:

10.8.8.1 If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Extended sick leave is not accumulated.

10.8.8.2 A unit member, upon initial employment, who had been a unit member of a public school system in California for a period of one (1) calendar year or more, shall be allowed to transfer their accumulated sick leave provided the sick leave is transferred within one (1) year of the date of the termination from the previous California public school employer.

10.8.8.3 Eligible unit member's unused regular sick leave shall be converted to retirement credit in accordance with law upon the retirement of the unit member.

10.8.8.4 The District shall notify unit members during the month of July regarding the amount of his/her accumulated sick leave.

10.9 Military Leave: A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

10.10 Family Medical Leave:

10.10.1 Unit members who have served more than 12 months with the District, and who have at least 1250 hours of service with the District during the previous 12 month period, may take up to a total of 12 work weeks of leave in any 12 month period for family care leave as defined in Government Code section 12945.2. Pursuant to Government Code section 12945.2, subdivision (e), unit member shall utilize and substitute any accrued time off (paid or unpaid), including accrued sick leave, during the period of family care leave granted under this section.

10.10.2 Unit members must request the leave at least thirty (30) days before the proposed commencement of the leave, except in cases when the reason for the leave is unforeseeable. In the latter case, unit members must give notice as soon as practicable, ordinarily within one or two working days of when the unit member learns of the need for the leave.

10.10.3 The unit member on family care leave should notify the District at least two (2) weeks before the estimated return date to confirm that he/she will return on such date. Where no return date has been estimated, the unit member will notify the District of the intended return date at least two (2) weeks prior to return.

10.10.4 Certification of Need for Leave:

10.10.4.1 In all cases involving the need for leave due to a serious health condition, unit members must provide certification from a health care provider regarding (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, and (3) an estimate of the amount of time the unit member will require to care for the child, parent, or spouse. This statement shall also include a statement from the health care provider that the unit member's participation to provide care is warranted during the period of treatment of the seriously ill member of the immediate family, as defined in section 2.12.

10.10.4.2 In addition to the information described in section 10.10.4.1 (1-3) above, certifications accompanying requests for leave due to the unit member's own serious health condition shall include a statement from the health care provider that, due to the serious health condition, the unit member is

unable to perform the function of his/her position.

10.10.5 Family care leave shall not be used to extend the time established under Section 6 of this agreement for a child rearing leave.

10.10.6 Time spent on family care leave of absence under this section shall be counted as service time in the District for the purpose of constituting "service credit".

10.11 A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program in Board Policy 4161.9. Catastrophic illness means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.

ARTICLE XII: SAFETY

12.1 The District's goal to the extent required by law is to maintain a safe working environment for unit members, including freedom from workplace harassment.

12.2 ~~The District~~ **convenes a Safety Committee, the CSEA president shall appoint a CSEA representative to the committee.** ~~shall review and make recommendations concerning unsafe conditions.~~

12.3 Unit members shall notify their immediate supervisor in writing concerning unsafe conditions in the District directly affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition and inform the unit member of the status of the investigation and what corrective action, if any, was taken within five (5) working days after submission of the written concern.

12.4 In the event the unit member is not satisfied with the response of the immediate supervisor, he/she may submit a written appeal, within five (5) working days of the supervisor's response, to the Assistant Superintendent of Administrative Services or designee. The Assistant Superintendent of Administrative Services or designee's response shall be communicated to the employee and Association.

ARTICLE XIV: SALARY

14.1 Unit members shall receive salary in accordance with Appendix B.

14.1.1 Effective July 1, ~~2018~~ **2021**, the classified salary schedule shall be increased by an additional two percent (2%). **Bargaining unit members will receive a one-time off schedule two percent (2%) salary payment effective July 1, 2020.**

~~During the 2019-20 and 2020-21 school years, salary shall be a reopener for contract negotiations.~~

- 14.2 For the purpose of step advancement, longevity, and vacation increments, the unit member anniversary date shall be as defined below:
- 14.2.1 Anniversary Date: For the purposes of this Article, individuals who are employed by the District ~~on or after July 1, 1980~~, shall have their anniversary established according to the following formula: unit members who are hired on or prior to the fifteenth (15th) day of the month, shall be entitled to an anniversary date effective the first day of the month. Unit members hired on the sixteenth (16th) day of the month or any day thereafter shall be entitled to an anniversary date on the first day of the following month.
- 14.2.2 Step Advancement: Unit members shall advance one step for each year of service beginning the first date of service in the class until the maximum step in the class has been achieved.
- 14.2.3 Promotion: Any unit member in the bargaining unit receiving a promotion to a class allocated to a higher salary range under the provisions of this Agreement shall be placed on the appropriate range and step of the new class that would result in a minimum salary increase of 5% as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. The anniversary date of a unit member shall not change as a result of promotion.
- ~~14.2.4 Unit members hired prior to July 1, 1980, shall continue to use July 1 as their anniversary date. However, effective July 1, 1981, unit members hired prior to July 1, 1981, and who have reached their fifth step, shall have their anniversary date adjusted to their first month of employment based on the following formula: unit members hired on the fifteenth (15th) day of the first month of paid service to the school District shall be entitled to an anniversary date effective the first day of the month. Unit members hired on the sixteenth (16th) day of the first month of paid service or any day thereafter, shall be entitled to an anniversary date on the first day of the following month.~~
- 14.3 In addition to the salary schedule provisions contained in Appendix B, a unit member shall be entitled to additional longevity increments at the beginning of eight (8), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service to the District. Such longevity increment rates shall be earned effective on the unit member's anniversary date. The amount of said longevity increments shall be determined by placing the eligible unit member on Step Five (5) of the first salary schedule range above the range on which the unit member was previously compensated.
- 14.4 After reporting to work, a unit member required to use his/her private vehicle for District

business shall be compensated at the IRS rate of mileage reimbursement, or at a higher rate as designated by the Board of Trustees, providing that such travel was authorized by the District in writing and in advance of said vehicle utilization.

- 14.5 Any payroll error resulting in insufficient payment of an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than ~~three (3)~~ **five (5)** working days after the unit member provides notice to the Payroll Department, ~~unless the error involves numerous unit members or exceeds the amount available in the cash revolving fund.~~
- 14.6 Upon determination that an error has been made, any payroll adjustment due an unit member in the bargaining unit as a result of working out of classification, re-computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than five (5) working days following notice to the Payroll Department, ~~unless the error involves numerous unit members or exceeds the amount available in the cash revolving fund.~~ Any verified payroll adjustment owed to a unit member due to working out of classification shall be included in the following applicable payroll period.
- 14.7 Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Board unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a fifteen (15) day period except as authorized herein.
- 14.8 A unit member may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days, within a fifteen (15) day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
- 14.8.1 Unit members shall continue to receive their regular rate of pay when assigned to perform the duties of a lower classification.
- 14.9 Instructional Assistants--Special Education who provides specialized health care services will be provided a stipend as follows:
1. Daily Service* – 5% of Range 37, Step 1 (37/1)
 2. Backup service – 2% of Range 37, Step 1 (37/1)
- 14.9.1 Per Education Code 49423.5, “Specialized physical health care services” include catheterization, gastric tube feeding, suctioning, or other services that require medically related training.
- 14.9.2 Training for the specific required services will be provided to the unit members who are required to perform the service by the District Nurse or other qualified

individual. The “back up” unit member will also receive training. Unit members will receive a copy of written procedures and a copy will be maintained in the school’s Health Office. The District Nurse will monitor and provide periodic training update as needed.

- 14.9.3 In the event the service is not performed at least 50% of the days in the month due to the student’s absence, the unit member will receive the Backup Service stipend until such time as daily service is again required.
- 14.9.4 A unit member who is absent from work will not receive the daily or backup stipend.
- 14.9.5 Upon written notice that the specialized services are no longer required, the daily service and back up service stipend will be discontinued immediately.
- 14.9.6 This stipend shall not be subject to any retroactive salary increase.
- 14.9.7 This stipend will not be applied to non-work days, vacation days, or vacation payoff.
- 14.10 The District and the Association agree to discuss reclassification/reallocation of at least two (2) positions selected by each party annually.

ARTICLE XVII: VACATION ALLOWANCE

- 17.1 Regular classified employees shall earn vacation periods as described herein. Employees shall be entitled to utilize earned vacation benefits with prior written approval of his/her immediate administrator. If a unit member’s request is denied, the unit member may schedule a meeting with the Supervisor to discuss the reason(s) for denial. Any denial of a vacation shall not be arbitrary in nature.
 - 17.1.1 In the event an approved vacation request is rescinded by the Supervisor, upon request, the Supervisor will provide the employee with the reason(s) for the rescission in writing. The employee may appeal the decision to the Assistant Superintendent of Human Resources (or designee) whose decision shall be final.
- 17.2 Vacations shall be calculated on the basis of a fiscal year of service, July 1 to June 30. Employees shall receive a full calendar month's credit for vacation if the beginning date of employment falls on or before the tenth (10th) of the month. Vacations shall be taken only after each day is accrued. An employee who has worked six (6) months or longer shall earn vacation time on the basis of one day per month from the beginning date of employment, except as modified in Section 17.4 below.
- 17.3 Vacation allowance for regular employees who work less than the normal eight (8) hour day shall be prorated in the same manner as their assigned hours worked bears to full-time employment.
- 17.4 Employees rendering District service for six (6) months or longer shall earn vacation

benefits according to the following schedule:

<u>Completed Service Requirement</u>	<u>Vacation Benefit</u>
1/2 - 4 years	1 day per month of annual service
after 5 years	1 additional day
after 6 years	1 additional day
after 7 years	1 additional day
after 9 years	1 additional day
after 10 years	1 additional day
after 11 years	1 additional day
after 12 years	1 additional day
after 13 years	1 additional day
after 14 years	1 additional day
after 16 years	1 additional day

17.4.1 Completed Service Requirement means completion of the required regularly assigned number of work days of the current fiscal year.

17.4.2 Upon completion of the Completed Service Requirement, the employee shall accrue the above vacation benefits effective his/her first day of employment of the fiscal year following completion.

17.5 In the event of a conflict in vacation scheduling between two or more employees, seniority shall be a factor in selection by the District.

17.6 Employees serving less than a twelve (12) month schedule shall earn vacation credit after six (6) months which, to extent available, shall first be paid during winter and spring recess periods. **Vacation may be taken during recess periods and nonstudent days including Thanksgiving, Winter and Spring recess. Employees shall be responsible for keeping track of their vacation balances. In the event that vacation is requested, but there are no available days remaining, the employee will be placed in non-paid status for that day.** ~~Employees with any additional vacation days may elect to use them during other student recess periods.~~ Any vacation days which remain unused shall be paid off at the end of the school year. Upon implementation of a time and attendance tracking system, either party may request to negotiate this section. In addition to all other accrual and use provisions of this Article, employees working a twelve-month schedule shall have the option of requesting and being paid off for up to five (5) accrued vacation days at the end of each school year.

17.7 Earned vacation days for a fiscal year will be cumulative for a period not to exceed twenty-four (24) months after the fiscal year in which earned. Vacations must be taken not later

than December 31 of the following year, unless other provisions are approved by the Superintendent in writing.

- 17.8 Employees shall have access to vacation accruals by accessing their time and attendance account online.
- 17.9 Upon termination, permanent employees shall be compensated for any unused vacation benefits not utilized prior to separation from the District.

ARTICLE XXIII: TERM OF AGREEMENT

- 23.1 This agreement shall remain in full force and effect until June 30, ~~2021~~ **2024** with reopeners during the ~~2019-20~~ **2021-22, 2022-23** and ~~2020-21~~ **2023-24** school years limited to Article XIII (Health and Welfare Benefits), Article XIV (Salary), and up to two (2) Articles selected by each party.

ARTICLE XXVI: DISCIPLINE PROCEDURE

- 26.1 Permanent unit members shall be subject to disciplinary action for cause as specified in ~~paragraph 5 below~~ **26.5 below**. This provision shall cover disciplinary action involving dismissal, suspension without pay, demotion and retention at step. The District Board's determination of the sufficiency of causes for disciplinary action specified in ~~paragraph 5 below~~ **26.5 below** and the degree of discipline to be applied, if any, shall be conclusive and shall not be subject to the grievance procedure contained in Article IX of this Agreement. Only the procedures specified in ~~paragraphs 2 and 3~~ **26.2 and 26.3** below shall be subject to said grievance procedure.

26.1.1 Progressive Discipline: Progressive discipline shall be defined as a method of discipline that uses graduated steps for dealing with problems related to an employee's conduct or performance that do not meet clearly defined standards. The purpose of progressive discipline is to promote open communication between a supervisor and the unit member.

Progressive discipline shall be considered by the District in determining cause for discipline. Progressive discipline may include oral warning and/or written warnings based on the seriousness or repetition of the unit member's conduct, or similar conduct, as determined by the District. Unit members are entitled to CSEA representation at any meetings regarding discipline.

26.1.1.1 Oral Warning: The purpose of oral warning shall be to discuss the

employee's conduct, to seek the employee's input and define the area (s) where improvement is necessary. The supervisor shall inform the unit member that failure to improve shall result in more serious action. The unit member may request Association representation.

26.1.1.2 Written Warning: The purpose of written warning shall be to memorialize the employee's conduct and to identify the area (s) where improvement is necessary. The supervisor shall inform the unit member that failure to improve shall result in more serious action. A written warning may be placed in the Human Resources Personnel File and the employee shall be given notice and opportunity to respond in writing within ten (10) workdays. At the supervisor's discretion the written warning may remain at the site and not be placed in the Human Resources Personnel File.

26.1.1.3 Level One: This is the lowest, most informal tier of discipline and the process/protocol is invoked as the District's official response to a minor infraction with the expectation of remediating the behavior or issue.

- Supervisor or designee counsels the unit member with an informal oral warning
- If behavior does not improve, supervisor counsels the unit member with a written warning. Supervisor meets with unit member and explains the issues that prompted the written warning. Unit member receives a copy of the written Letter of Warning. The written Letter of Warning may be placed in the Human Resources Personnel File, but unit member must be informed of his/her right to respond. Union representative may be present during this meeting. At the supervisor's discretion the written warning may remain at the site and not be placed in the Human Resources Personnel File.
- If behavior does not improve, supervisor drafts a second Letter of Warning and meets with unit member and union representative. Unit member receives a copy of the written Letter of Warning. The second Letter of Warning is placed in the Human Resources

Personnel File and the employee is informed of right to respond. The unit member is also informed that if unacceptable conduct and/or performance continue, further disciplinary action may result.

26.1.1.4 Level Two: These steps and protocols are invoked in response to more serious or repeated offenses.

- If concerns continue with aforementioned unit member, the supervisor drafts a Letter of Reprimand and meets with unit member and union representative. Unit member receives a copy of the Letter of Reprimand and is informed that a copy of the Letter of Reprimand will be placed in the Human Resources Personnel File.
- The Letter of Reprimand includes a summary of the previous discipline issues and actions that have occurred; cites the contract language, school policies, Board Policies or California Ed Code that has been violated.
- At the supervisor's discretion, a second Letter of Reprimand that follows the steps outlined above may take place before proceeding to the Level Three tier.

26.1.1.5 Level Three Formal Discipline: Formal Discipline shall be defined as discipline that may result in the suspension, demotion or termination of a unit member. Formal discipline shall include a charge packet outlining specific violations, including supporting documentation and an appeal process.

This is the most serious tier of the three levels and is implemented (a) if the District exhausts the steps of Level One and Level Two but the employee has not satisfactorily met expectations of improvement; or (b) if the behavior warrants immediate recommendation for suspension, demotion or termination.

- The unit member receives a Notice of Recommendation for Dismissal from the Human Resources Department during a

meeting that also includes union representation. The unit member shall receive a copy of the Notice and shall be informed that the Notice will be placed in the Human Resources Personnel File.

- If an in-person meeting is not possible, a copy of the Notice of Recommendation for Dismissal will be mailed by certified mail, or delivered in person to the unit member's address on file. A copy of the Notice will also be delivered to the union.
- The Notice of Recommendation for Dismissal shall include:
 - a. A statement of charges against the unit member
 - b. Copies of materials upon which the proposed action is based
 - c. A statement concerning whether the unit member submitted a rebuttal
 - d. A notice of the unit member's right to respond either orally or in writing prior to the effective date of the proposed action
 - e. A statement of the right to representation
- Within five days of receiving the Notice of Recommendation for Dismissal, the unit member may submit a request in writing or via email with a return receipt confirmation to meet with the Superintendent or designee to appeal the District's intent to dismiss. This type of meeting is also known as a Skelly Hearing.
- Failure to request an appeal does not constitute any admission of guilt on behalf of the unit member.
- If the unit member declines to request an appeal with the Superintendent, or is not satisfied with the outcome of the appeal with the Superintendent, the unit member may elect to request an additional hearing before the Governing Board within five days after the window to appeal expires.
- The additional appeal hearing may be conducted during a Closed Session or Open Session portion of a Governing Board meeting. The Notice of Dismissal shall be acted upon by the Governing Board and the decision of the Governing Board shall be final. Failure of the unit member to submit a request for a hearing within the five day period shall constitute a waiver of such hearing. The Board at its sole discretion may elect to

delegate the hearing to a hearing officer selected by the Board. In such event, the hearing officer's decision shall be advisory only and not binding on the Board.

26.1.1.6 Emergency Administrative Leave: This is an extreme situation that does not follow the protocols of Level One, Two or Three and is necessitated because the unit member's continued presence at work would constitute a significant, unwarranted risk to life, health, and/or safety of the unit member or others because of action that is serious in nature and requires immediate removal of the unit member from work. A unit member will not be placed on emergency administrative leave for arbitrary, discriminatory or capricious reasons.

~~26.2 Notice of Discipline: Unit members shall receive written notification of the District's intention to discipline (i.e., "Notice of Discipline") prior to such action, except where the District determines that immediate disciplinary action is necessary because of the seriousness of the charges or potential harm to the health, welfare, and safety of persons or property.~~

~~The Notice of Discipline shall be personally delivered to the unit member or sent to the unit member's last District recorded address by United States Certified Mail. It shall contain notification of the effective date of the intended disciplinary action, a statement of specific acts and/or omissions upon which the disciplinary action is based, copies of existing personnel documentation which support the action, and a statement addressing the unit member's right to appeal the administrative decision at a hearing before the District Governing Board.~~

~~The unit member shall have five (5) days following the service of the Notice of Discipline to request a hearing. If the unit member desires a hearing, the unit member must sign a written request for such hearing within the five (5) day period following the delivery or mailing of the Notice. Failure of the unit member to submit a request for a hearing before the Board within this time period shall constitute a waiver of such hearing. In such event, the recommendation of the District and the Notice of Discipline shall be acted upon by the Board and the decision of the Board shall be final. The Board at its sole discretion may elect to delegate the hearing to a hearing officer selected by the Board. In such event, the hearing officer's decision shall be advisory only and not binding on the Board. The selection of a hearing officer shall be discussed with CSEA prior to a final decision by the Board.~~

~~26.3 Pre Notice of Discipline Meeting: Prior to the issuance of the Notice, the District shall meet with the unit member to identify the contemplated disciplinary action, effective date, and reasons, including any existing personnel documentation which supports the action, and to provide an opportunity for the unit member to respond. The District shall notify unit members of their right to be represented by the association prior to the commencement of this meeting.~~

~~26.4 Disciplinary Hearing: Disciplinary hearings before the District Governing Board shall be held in closed session unless the involved unit member requests an open hearing. The burden of proof shall remain with the District. The unit member and District administration shall be afforded equal opportunity to present and examine evidence. At the close of the hearing, the District and Board shall render its decision on the charges, which shall be final. The Board at its sole discretion may elect to delegate the hearing to a hearing officer selected by the Board. In such event, the hearing officer's decision shall be advisory only and not binding on the Board.~~

26.5 **26.2** Disciplinary action may be based on any of the following causes:

26.5.1 **26.2.1** Incompetency or inefficiency in the performance of the duties of his/her position.

26.5.2 **26.2.2** Insubordination (including, but not limited to, refusal to ~~do~~ **perform** properly assigned work).

26.5.3 **26.2.3** Carelessness or negligence in the performance of duty or in the care of District property.

26.5.4 **26.2.4** Discourteous, offensive or abusive language or conduct toward another unit member, a pupil or a member of the public.

26.5.5 **26.2.5** Dishonesty.

26.5.6 **26.2.6** Drinking alcoholic beverages on the job, or reporting for work while intoxicated.

26.5.7 **26.2.7** ~~Addiction to the use of narcotics.~~ **Reporting to work while under the influence of a controlled substance resulting in impairment.**

26.5.8 **26.2.8** Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Governing Board.

26.5.9 **26.2.9** Conviction of any crime involving moral turpitude.

26.5.10 **26.2.10** Arrest for a sex offense as defined in Education Code Section 44010 (suspension) and dismissal if found guilty.

26.5.11 **26.2.11** Conviction of a narcotics offense as defined in Section 44011 of the Education Code.

- ~~26.5.12~~ **26.2.12** Repeated and unexcused absence or tardiness.
- ~~26.5.13~~ **26.2.13** Abuse of leave privileges.
- ~~26.5.14~~ **26.2.14** Falsifying any information supplied to the school District, such as information supplied on application forms, employment records, or other District records.
- ~~26.5.15~~ **26.2.15** Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or the laws and regulations of the state.
- ~~26.5.16~~ **26.2.16** Offering anything of value or offering any service for special treatment in connection with the unit member's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
- ~~26.5.17~~ **26.2.17** Willful or persistent violation of the Education Code or policies or regulations of this District.
- ~~26.5.18~~ **26.2.18** Abandonment of position.
- ~~26.5.19~~ **26.2.19** Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- ~~26.5.20~~ **26.2.20** Physical or mental incapacity to substantially perform the job service.
- ~~26.5.21~~ **26.2.21** Violation of local, state or federal laws resulting in cancellation of license required for assigned duty.

26.2.22 The uninsurability of an employee to drive a District vehicle, as determined by the District's insurance carrier, when such is an established requirement of the employee's position. Upon notification or confirmation by the District's insurance carrier, discipline under this section shall be handled in the following manner:

- 1. The District shall attempt to reassign the employee within the same class, or to a vacant position in a related class for which the employee is qualified and does not require the operation of a motor vehicle.**
- 2. If a reassignment cannot be effectuated, the employee may be demoted in accordance with this article.**
- 3. If a position to which the employee can be demoted does not exist, the employee may be dismissed in accordance with this article.**

APPENDICES

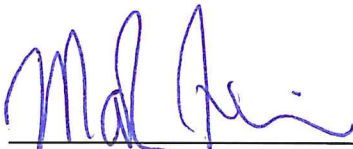
Appendix B: Classified Salary Schedules
HR to update to current listing

Appendix D: Classified Evaluation Forms
HR to update page 3 of the Evaluation Form

Appendix E: Forms

Addition of the following form:

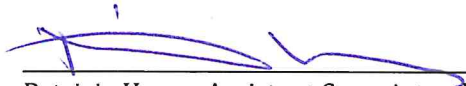
- Time Off Request Form



Mark Francovig, CSEA President

5/21/2021

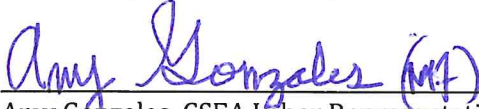
Date



Patricia Hager, Assistant Superintendent, HR

5/21/2021

Date



Amy Gonzales, CSEA Labor Representative

5/21/2021

Date

**HUNTINGTON BEACH CITY SCHOOL DISTRICT
CLASSIFIED PERSONNEL PERFORMANCE EVALUATION**

Employee Name:	Job Title:	
Work Location:	Probation: 1st <input type="checkbox"/> 2nd <input type="checkbox"/> Annual: <input type="checkbox"/> Other (Specify):	Evaluation Period:

PERFORMANCE DIMENSIONS: Place an "X" in the box in front of the phrase or phrases in each column that most nearly describe the employee's performance over the period covered by this evaluation.

1. JOB KNOWLEDGE consists of the job information, application of correct and efficient methods and skills the employee has for satisfactory performance.

A. *Responsibilities*

- All responsibilities of job completely understood; knowledge went beyond that required.
- Major responsibilities of job understood.
- Most common responsibilities of the job understood; knowledge of some phases incomplete.
- Knowledge about key aspects of job inadequate.

B. *Methods/Procedure*

- Consistently applied sound, effective and efficient methods in performance of work.
- Methods used typically effective and efficient; work done in allotted time.
- Methods used needed improvement; work at times not completed properly in a timely manner.
- Methods used ineffective or inefficient; it frequently took too long to complete work.

C. *Skills*

- Possessed all needed skills at level beyond job requirement.
- Required skills satisfactory.
- Most skills satisfactory; some need improvement.
- One or more required skills absent or below a satisfactory level.

COMMENTS:

2. QUALITY OF WORK consists of the neatness, correctness, and prioritizing with which duties are performed.

A. *Neatness* N/A

- Work was consistently excellent in presentation and a model for others.
- Work was presentable, seldom needed to be redone due to inattention to detail.
- Work at times was sloppy and needed to be redone.
- Work often was unsatisfactory or needed to be redone.

B. *Correctness*

- Work consistently done correctly.
- Work quality acceptable; mistakes limited in number.
- Work sometimes inaccurate and/or incomplete.
- Work frequently contained numerous errors and/or incomplete.

C. *Prioritizing*

- Prioritizes so that the most important things were always completed.
- Prioritizes so that demands were typically met.
- Prioritizing occasionally neglected resulting in important tasks not being completed.
- Ineffective prioritizing frequently resulted in important tasks not being completed.

COMMENTS:

3. **WORK CHARACTERISTICS** are initiative and resourcefulness, adaptability to job pressure or change and attitude

A. Initiative and Resourcefulness

- Needs identified and problems solved independently; consistently a self-starter, required little supervision.
- Typically initiated required action and solved problems independently; involved supervisor when needed.
- At times needed assistance to handle items within regular responsibilities.
- Needs overlooked or not seen; assistance required to solve problems.

B. Adaptability to Job Pressure or Change

- Consistently dealt with job pressure or change well; demonstrated ability to maintain a poised and calm demeanor.
- Usually dealt with job pressure or change satisfactorily; demonstrated ability to cope with job pressure or change in a reasonably effective manner.
- At times may react improperly to job pressures causing problems in effectively handling situations.
- Job pressure or change was met with tension, loss of poise, or other ineffective behavior.

C. Attitude

- Positive attitude and enthusiasm about work presented to others consistently.
- Positive attitude typically displayed; job satisfaction apparent.
- Had difficulty at times maintaining positive and/or cooperative attitude.
- Negative attitude displayed; dissatisfaction with or open dislike for job was apparent.

COMMENTS:

4. **WORKING RELATIONSHIPS** are typified by the courtesy and tact, discretion and effective oral communication that an employee displays at work.

A. Working with Adults

- Courtesy and tact consistently demonstrated.
- Courtesy and tact usually displayed toward others.
- Comments or actions sometimes offended others.
- Behavior often seen as tactless or discourteous; others often chose to “go around” rather than deal with him/her.

B. Discretion

- Maintains highest degree of confidentiality; no known violations of job-related confidentiality nor other inappropriate discussions of job matters.
- No serious violations of confidentiality; any potential issues were minor.
- Lapse in judgement regarding confidentiality shown which caused a problem or could have caused a problem(s).
- Had multiple minor issues or a major issue where appropriate confidentiality was not observed.

C. Working with Students N/A

- Always uses effective strategies with students.
- Generally cooperative, courteous, and tactful; generally considerate and understanding of students.
- At times had difficulty interacting with students and occasionally was inconsiderate in working with students.
- Frequently uncooperative and unpleasant in working with students.

COMMENTS:

5. **SAFETY AND USE/CARE OF EQUIPMENT OR MATERIALS** is the correct operation and maintenance of equipment expected of employee using it. (NOTE: Evaluator may wish to indicate kinds of equipment.)

A. Safety Practices

- Safe work procedures followed; potential hazards handled effectively.
- Generally followed safe working procedures.
- At times failed to follow safe working procedures.
- Did not follow safe working procedures.

B. Operation and Maintenance of Equipment and/or Materials N/A

- Equipment used with appropriate care and maintenance resulting in superior work product and prolonged equipment life.
- Normal and reasonable good judgement exercised; equipment was not abused.
- At times failed to exercise good judgement; equipment abused.
- Assigned equipment used carelessly resulting in poorer work product or more down time and costly maintenance.

HUNTINGTON BEACH CITY SCHOOL DISTRICT
REQUEST FOR TIME OFF
EMPLOYEE MUST REQUEST SUBSTITUTE, IF NEEDED

CERTIFICATED

CLASSIFIED

Employee Name: _____ Date: _____

Position: _____ Location: _____

Personal Necessity Leave:

Reason for Absence: _____ Date(s): From _____ To _____

Number of Days: _____ Hours of Partial Day: From _____ To _____

Personal Necessity/Personal Business Leave: No Reason Required

Date(s): From _____ To _____ Number of Days: _____

Hours of Partial Day: From _____ To _____

Unpaid Leave of Absence: (Send copy to Human Resources)

Reason for Absence: _____ Date(s): From _____ To _____

Number of Days: _____ Hours of Partial Day: From _____ To _____

Other: (Please Specify)

Reason for Absence: _____ Date(s): From _____ To _____

Number of Days: _____ Hours of Partial Day: From _____ To _____

Employee Signature

Supervisor Approval

ROUTING:

Office Mgr _____

Supervisor _____


Reference: Sec. 10.3 - HBETA Contract; Sec. 10.6 - CSEA Contract.

**HUNTINGTON BEACH CITY SCHOOL DISTRICT AND CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION AND ITS HUNTINGTON BEACH CHAPTER 316**

MEMORANDUM OF UNDERSTANDING

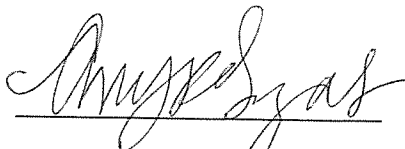
Recall – CPR / First Aid Certification Requirement for All Classified Employees

Pending successful completion of the ratification and approval process of California School Employees Association and its Huntington Beach Chapter 316, and approval of the Huntington Beach City School District's Governing Board, the current CPR/ first aid certification requirement included on all updated classified employee job descriptions shall be removed from all but the following categories: School Office Managers, Health Clerks, Bus Drivers, and Lead Custodians, Custodian I, Custodian II Preschool Instructors, Preschool Instructor Assistants, and School Office Assistants.



Mark Francovig, CSEA President

3-6-17
Date



Amy Gonzales, CSEA Labor Rep

3-7-17
Date



Patricia Hager, HBCSD

3/6/2017
Date

**HUNTINGTON BEACH CITY SCHOOL DISTRICT AND CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION AND ITS HUNTINGTON BEACH CITY CHAPTER 316**

MEMORANDUM OF UNDERSTANDING

Change in Contract Language – Transfer Option for Probationary Employees

Currently in Article XVIII: Transfer and Promotion, 18.2.2 states that unit members must complete the probationary period in their current classification in order to be eligible to apply for voluntary promotion or transfer.

The District and CSEA recognize that probationary employees may also be interested in a voluntary transfer and agree to revise the contract language below. The parties recognize that the District will continue to have the right to exercise discretion and is not obligated to automatically grant transfer requests.

Article XVIII: Transfer and Promotion

18.2 Promotion or Unit Member Initiated Transfer Requests – Voluntary

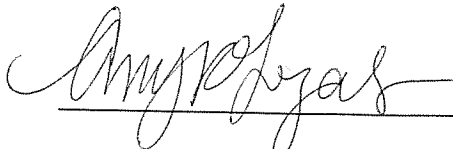
18.2.1 Notices of vacant positions shall be posted on District bulletin boards for seven (7) working days prior to filling said vacancies.



Mark Francovig, CSEA President

3-6-17

Date



Amy Gonzales, CSEA Labor Rep

3-7-17

Date



Patricia Hager, HBCSD

3/6/2017

Date

Memorandum of Understanding
The California School Employees Association and its
Huntington Beach City Chapter 316
And
Huntington Beach City School District
(AB 119)

February 26, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Huntington Beach City School District (hereafter, "District") and the California School Employees Association and its Huntington Beach City Chapter 316 (hereinafter, "CSEA").

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) The District shall provide CSEA notice of any newly hired unit member, within thirty (30) days of date of hire, via electronic mail governing board agenda to the CSEA Chapter President and the assigned Labor Relations Representative which will include the following information:
 - i. Full Legal Name
 - ii. Date of Hire
 - iii. Classification
 - iv. Site/Department

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any bargaining unit member, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA bargaining unit.
- b) The District shall provide CSEA with contact information on the bargaining unit new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title/Classification;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;
 - ix. Work Extension;
 - x. Home Street address (incl. apartment #)
 - xi. City
 - xii. State

- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
 - i. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xviii. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The parties will comply with Government Code 6254.3 (a)(3).

- c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- ii. First Name;
- iii. Middle initial;
- iv. Last name;
- v. Suffix (e.g. Jr., III)
- vi. Job Title/Classification;
- vii. Department;
- viii. Primary worksite name;
- ix. Work telephone number;
- x. Work Extension;
- xi. Home Street address (incl. apartment #)
- xii. City
- xiii. State
- xiv. ZIP Code (5 or 9 digits)
- xv. Home telephone number (10 digits);
- xvi. Personal cellular telephone number (10 digits);
- xvii. Personal email address of the employee;
- xviii. Employee ID;
- xix. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xx. Hire date.

The parties will comply with Government Code 6254.3 (a)(3).

3. NEW EMPLOYEE ORIENTATION

- a) “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.

- i. In the event the District conducts a group orientation, or one-on-one orientation CSEA shall have paid release time for up to two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session(s).
- c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired unit members. CSEA shall provide the copies of the CSEA membership applications and a roster of current CSEA executive board members with contact information to the District for distribution.
- d) The orientation session shall be held during the workday of the unit member(s), who shall be on paid time.

4. DURATION

- a) Term: This agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.
 - i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date the Agreement is signed, through June 30, 2020.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Memorandum of Understanding

Between

California School Employees Association and its Huntington Beach City Chapter #316

And

Huntington Beach City School District

March 18, 2019

Supplemental Early Retirement Plan (SERP)

The above parties have met and negotiated the decision, impacts, and effects relating to resolution HR-66-18/19 approved by the Huntington Beach City School District Board of Trustees on March 12, 2019.

The attached resolution was approved by the Huntington Beach City School District Board of Trustees on March 12, 2019.

To participate in the Supplemental Early Retirement Plan Classified Employees Must meet the following eligibility requirements effective July 1, 2019

- Age 55 by June 30, 2019
- 5 years of service with the District by June 30, 2019
- Resign/Retire from the District by June 30, 2019
- Submit the SERP enrollment package and retirement letter to the District Office no later than April 30, 2019.

➤ **IMPORTANT** – Final approval pending SERP savings verification (if necessary).

The District reserves the right to revoke the plan in final data analysis determines that it is not cost effective. Employees reserve the right to rescind their retirement should the Plan not be approved.

The SERP shall include the following:

- The District contribution shall equal 70% of the participant's annual base salary for the participant's last school year of employment.
- The District shall make all contributions to the Plan to fund annuities purchased pursuant to the Plan.

For the District:

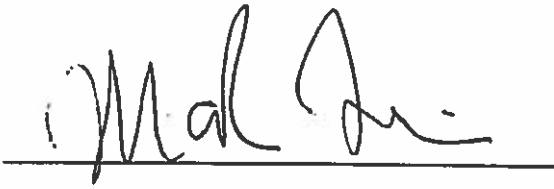


Patricia Hager, Assistant Superintendent HR

3/18/19

Date

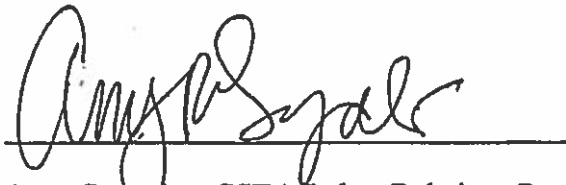
For CSEA:



Mark Francovig, CSEA President

3/20/19

Date



Amy Gonzales, CSEA Labor Relations Rep

3/20/19

Date

MEMORANDUM OF UNDERSTANDING
between
Huntington Beach City School District
and
California School Employees Association, and its Chapter 316

June 19, 2019

Time: 2:46 pm

The Huntington Beach City School District (District) and the California School Employees Association, and its Chapter 316 (CSEA) enter in to this Memorandum of Understanding and agree as follows:

Use of Sick Leave to Attend to the Illness of a Child, Parent, or Spouse


Unit members may use up to twenty (20) days of accrued and available sick leave in any fiscal year to attend to an illness of a child, parent, registered domestic partner, or spouse of the employee.

“Child” refers to a biological, foster, or adopted child, stepchild, child of a registered domestic partner, or a legal ward.

“Parent” refers to a biological, foster, or adoptive parent, stepparent, or legal guardian.

In order to utilize these provisions, the District may require written medical verification of the illness of the child, parent, registered domestic partner, or spouse.

Differential Leave, as described in Article 10, Section 10.8.7 may not be used for this purpose.



Mark Francovig, CSEA President

6/19/19

Date



Patricia Hager, Assistant Superintendent, HR

6/19/19

Date



Amy Gonzales, CSEA Labor Relations Representative

6/19/19

Date