Collective Bargaining Contract Agreement

between

PALOS VERDES PENINSULA
UNIFIED SCHOOL DISTRICT

and

PALOS VERDES CHAPTER 123
An affiliate of
California School Employees Association

July 1, 2012 through June 30, 2015
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**Appendix**

A. CLASSIFIED BASIC SALARY SCHEDULE P

B. CLASSIFIED EMPLOYEES' CLASS TITLES

C. EVALUATION FORM

D. VACATION CHART
PREAMBLE

This is an AGREEMENT made and entered into this 1st day of July, 2012, between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and PALOS VERDES CHAPTER NO. 123, an affiliate of the California School Employees Association (hereinafter referred to as CSEA).

ARTICLE 1 - RECOGNITION

The District confirms its recognition of the CSEA as the exclusive representative for those units of employees certified by the Educational Employment Relations Board. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, subject to the rules of the Public Employment Relations Board (PERB) in case of disagreement.

The District and CSEA agree to an on-going employee-employer relations committee. The purpose of this committee is to discuss and attempt to resolve labor relations matters that may significantly impact the District and/or CSEA bargaining unit members. The committee shall consist of no more than three representatives from each party. The committee will meet as often as necessary, but at least once each quarter. Neither party shall, without good cause, withhold its participation when a meeting is requested.

ARTICLE 2 - DISTRICT RIGHTS

2.1 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 rights to determine its organization; direct and supervise the work of its employees; determine the days, times, and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; 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; build, move or modify facilities; establish budgets and budget procedures and determine budgetary allocations; determine the methods and amount of revenue to be raised, contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, transfer, assign, evaluate, supervise, promote, terminate, and discipline employees.
2.2 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 the law.

ARTICLE 3 - NO DISCRIMINATION

3.1 No bargaining unit member shall be unlawfully appointed, reduced, removed, or in any way unlawfully favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no unit member shall be unlawfully discriminated against because of age, sex, sexual orientation or physical handicap.

3.2 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercise of lawful rights to engage or not to engage in lawful CSEA activity.

3.3 The District and the CSEA agree that an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the District.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 The District and the CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of the employees to refuse to form, join, or participate in employee organization activities.

4.2 By November 1 of each year, the District shall provide each unit member with a statement of accrued sick leave and vacation as of June 30 of the previous year and the entitlement of the current year.
ARTICLE 5 - ASSOCIATION RIGHTS

5.1 With the exception of grievance processing all CSEA business, discussions, and activities will be conducted by unit members or CSEA officials outside established work hours as defined in Article 7 herein, and will be conducted in places other than District property, except when: (a) an authorized CSEA representative requests and obtains permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted; and (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members, and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with a CSEA representative.

5.2 The CSEA will not be charged for District approved use of District facilities provided that the CSEA leaves the facilities clean and in proper order.

5.3 The CSEA may use the school mailboxes and bulletin board spaces designated by the Superintendent, subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization by the president of CSEA; (b) a copy of such postings or distributions must be sent to the Superintendent or designee at the same time as posting or distribution.

5.4 Upon request, non-confidential public documents shall be made available to the President of CSEA, Palos Verdes Chapter 123, for inspection. Where practical, as determined by the District, two copies of such public documents shall be supplied to the chapter president upon request.

5.5 The complete agenda and minutes of all Board of Education meetings shall be supplied to the president of CSEA, Palos Verdes Chapter 123 by e-mail.

5.6 The District agrees to supply a roster of all unit members by October 1st of each year. The roster shall list the unit member’s name, address, present classification, seniority date and job site.

5.7 The District agrees to provide reasonable release time to CSEA employee representatives for the purpose of negotiations and other Association business each fiscal year, provided the Association President gives ample notice to the District of such use with the name of the employee designated for release.

5.8 Two CSEA Chapter 123 delegates shall have the right of a maximum of five (5) days of paid released time to attend the CSEA annual conference.

5.9 Maintenance of membership shall be in effect for the term of this Agreement.

5.10 A bargaining unit member who is placed on paid administrative leave shall be notified of the reasons for that leave in a timely fashion.
ARTICLE 6 – CLASSIFICATION / RECLASSIFICATION

6.0 Definitions:

Classification – means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed and the regular monthly salary ranges for each position.

Each job classification will be grouped into one of the following families:

A) Clerical / Fiscal
B) Custodial / Grounds / Maintenance & Operations / Security
C) Support / Special Education Assistants / Instructional Assistants / Pre-School / Behavior Interventionists
D) Food Services

Reclassification – means the upgrading of a position to a higher classification as a result of the gradual accretion of the duties being performed by the incumbent unit member and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities.

Beginning in 2008-09, the District will make an effort to review classifications within one job family each year to evaluate and prepare modifications of job descriptions and assess range and rates for comparability. The District may consult with outside agencies in this process.

6.1 Classification Creation and Abolishment

The District may create new classifications to perform new functions and/or abolish classifications to cease functions previously performed but no longer needed and shall notify CSEA of such changes.

Within ten days, CSEA may request to meet and negotiate the salary range of any newly created job classification. The District retains the right to set initially the compensation (range). Any wage adjustment agreed to shall be effective on the date of the agreement. The reclassification and wage to be applied are specifically excluded from the grievance procedure (Article 10) of this Agreement.

6.2 Reclassification Process

Either an individual bargaining unit member, CSEA and/or the District may propose reclassifications of current positions and the assignment of a new salary range for such positions.
Such proposals will be submitted to the Human Resources Department by
February 15th each year on a form jointly developed by the District and
CSEA. The request will be reviewed by the department supervisor for a
recommendation prior to submission to the Reclassification Committee.

A Reclassification Committee (equal members appointed by the District and
CSEA) shall be established to consider all requests and make a
recommendation to the Superintendent or his designee on each request by
March 31st. If the committee is unable to agree on a recommendation, the
matter of reclassification may be referred by CSEA to the collective
bargaining process.

If the Superintendent accepts a recommendation for reclassification, the
reclassification will be recommended for Board approval within thirty (30)
days. If the Superintendent rejects a recommendation or the Board denies
approval of the Superintendent recommendation, the matter of
reclassification may be referred by CSEA to the collective bargaining
process for the subsequent year.

In the event an adjustment for a reclassified position is negotiated through
the collective bargaining process within 20 work days following the first
negotiation session, said adjustment shall be applied retroactively to the
date of the reclassification. Otherwise, any wage adjustment agreed to shall
be effective on the date of the agreement. The reclassification and wage to
be applied are specifically excluded from the grievance procedure (Article
10) of this Agreement.

6.3 Y - Rating
When a bargaining unit position is reallocated to a lower classification
through no fault of the incumbent unit member, the unit member's salary
shall be frozen ("Y" rated) until such time as the salary rate to which he/she
is entitled on the salary range for the new classification exceeds the salary
rate at which the unit member was frozen.
ARTICLE 7 - HOURS

7.1 Work Week:
The regular work week of a full-time unit member shall be forty (40) hours, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work days shall be at the sole discretion of the Supervisor.

7.2 Work Day:
7.2.1 The length of the work day for each classified assignment shall be designated by the District in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular, minimum number of working hours and shall be provided a work schedule (including days and beginning / ending times) at the beginning of the school year or at the beginning of the assignment. A current job description will be made available. CSEA and unit members will be notified of changes to job descriptions.

7.2.2 Any school day such as a minimum day for open house or parent conferences, during which pupils would otherwise be in attendance but are not, is considered a normal work day for classified employees.

7.2.3 An employee who works part of the day in one location and then drives to work in another location, when that is not the employee's normal work routine, will be paid for the time required to drive between locations and the employee will, in addition, receive reimbursement at the prevailing IRS standard for mileage between the two locations.

7.3 Overtime:
Overtime is any time required to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any calendar week. The District will provide either compensation or compensatory time off, at a rate equal to one and one-half (1-1/2) times the regular rate of pay, for unit members designated and authorized by the District to perform such overtime. The District shall have sole discretion to determine whether the overtime earned will be taken as pay or compensatory time off. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours. For the purpose of computing the number of hours worked, times during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.
7.4 **Compensatory Time:**
In the event a unit member is to receive compensatory time off, the scheduling of such time off must be approved by the Supervisor. Compensatory time off must be taken within one (1) year from the date earned. The maximum accumulated compensatory time shall not exceed 80 hours in one year. If a unit member is not allowed to take the compensatory time off within one year, he/she shall be paid therefore at the rate such time was earned (Education Code 45129).

7.5 **Authorization for Overtime:***
The designation, authorization, and allocation of any overtime shall rest solely with the Superintendent or designee. Every effort will be made to rotate such opportunity among employees in the same classification.

7.6 **Part-Time Assignments:**
Notwithstanding Sections 7.1 and 7.3 of this Article, the work week for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work the District authorizes and requires the unit member to perform on the sixth (6th) and seventh (7) consecutive day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member.

7.6.1
A bargaining unit member who is assigned to work a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits (Education Code 45137).

7.7 **Lunch Period:**
All unit members shall be entitled to a duty-free non-paid lunch period after being on duty for at least three and three quarter (3-3/4) hours, except in cases of emergency, as determined by the Supervisor. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour, as determined by the site/department supervisor. The lunch period for full-time unit members shall be scheduled by the site/department supervisor at or about the midpoint of each work shift.

7.8 **Break Period:**
All full-time unit members will be granted a paid break period of fifteen (15) minutes for every four (4) consecutive hours of work. The site/department supervisor shall determine when break periods are scheduled.
7.9 Access to Facilities:
Unless prohibited by law, unit members shall have access during break
periods or other authorized non-working time to existing District lunchroom,
restroom, and lavatory facilities.

7.10 Minimum Call-Back Days:
Any unit member called into work on a day when the unit member is not
regularly scheduled to work shall receive a minimum of four (4) hours
assignment and pay at the appropriate overtime rate as stipulated in this
article.

7.11 Minimum Call-Back Hours:
Any unit member called back to work after completion of his/her regular daily
assignment shall be compensated for at least four (4) hours of work at the
appropriate overtime rate, regardless of the actual time worked.

7.12 Rejection of Request for Call-Back, Call-In, or Overtime:
A unit member shall have the right to reject any offer or request for call-back,
call-in, or overtime, within reason, except in cases where no other qualified
unit member is available to perform the required work. The determination of
whether or not a unit member is qualified, as referenced in this section, shall
be at the sole discretion of the District.
ARTICLE 8 – DUES AND ORGANIZATIONAL SECURITY

8.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA’s right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

8.2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.

8.3 The District and CSEA intend to implement the provisions of Government Code Section 3546 as set out in this Agreement effective the first day following ratification of this Agreement.

8.3.1 Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees directly to CSEA or, if a religious exemption is granted, make equivalent payments to charity in lieu of service fees.

8.4 No bargaining unit member shall be obligated to join and pay membership dues or service fees to CSEA until the first of the month following sixty (60) calendar days after the bargaining unit member first comes into the bargaining unit.

8.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

a. American Cancer Society
b. American Heart Association
c. American Red Cross

8.5.1 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying
8.6 DUES AND SERVICE FEE DEDUCTIONS:

8.6.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for unit members in the bargaining unit.

8.6.2 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member.

8.6.3 The District shall, without charge, pay to CSEA within thirty (30) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.

8.6.4 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with the list provided by the Los Angeles County Office of Education.

8.6.5 Nothing contained herein shall prohibit a bargaining unit member from paying service fees or membership dues directly to CSEA. Any unit member exercising this option shall be required to pay the annual amount in advance.

8.6.6 The District shall immediately notify the CSEA Chapter 123 Treasurer or Chapter 123 President if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

8.6.7 The District shall deduct and pay to CSEA service fees for each bargaining unit member who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.
8.7 MISCELLANEOUS:

8.7.1 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

8.7.2 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof.

8.7.3 CSEA agrees to reimburse the District, its officer and agents for any award or compromise of damages or liability arising out of any court of administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

8.7.4 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
ARTICLE 9 - EMPLOYEE EXPENSE AND MATERIALS

9.1 Uniforms:

The District may require the wearing of a distinctive uniform by unit members. The cost of purchase, lease or rental of uniforms, equipment, identification, badges, emblems, and cards required by the District shall be borne by the District (Education Code 45138).

9.2 Tools:

If the work performed by a unit member requires the use of tools, equipment and supplies, the District shall provide these materials. The District shall not be responsible for the replacement or repair of personal tools or equipment used by unit members doing District work.

9.3 Physical Examinations:

Whenever the District requires a physical, psychological, or psychiatric examination as a condition of reemployment or for continuance in employment, the District shall, at its sole discretion, either provide the examination, cause it to be provided, or provide for reasonable reimbursement. This provision does not apply to the requirements of the leave provisions (Article 15) of this Agreement.

9.4 Liability Insurance:

Refer to Education Code Section 35208 for existing guidelines.
ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Definitions:

10.1.1 Grievance: A "grievance" is a formal written allegation by a unit member that he/she has been directly affected by a misapplication or violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the Board Policy Handbook or administrative rules, regulations, and procedures as set forth in the Administrative Regulation Handbook must be undertaken under separate processes. OSHA claims or discrimination cases subject to the jurisdiction of agencies such as HEW, FEPC, & EEOC shall not be subject to the grievance procedure.

10.1.2 Aggrieved: A unit member asserting a grievance is referred to as the aggrieved. CSEA retains the right to file a grievance on behalf of a unit member.

10.1.3 A Party in Interest: A party in interest is the unit member(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

10.1.4 Day: A "day" is any day in which the aggrieved is regularly scheduled to work during the fiscal year and when the District person responsible for processing the grievance at a particular level is scheduled to work in the District.

10.1.5 Representatives: A representative is a unit member, administrator, CSEA representative, or District legal counsel who shall represent any party in interest at his/her election.

10.1.6 CSEA: CSEA refers to Palos Verdes Chapter 123, an affiliate of the California School Employees Association, which is the elected exclusive representative, or a designee thereof.

10.1.7 Claim: The assertion of a grievance by one or more unit member(s).

10.1.8 Individual Grievances: Any unit member may present grievances to the District and have such grievances resolved without the representation of the CSEA, if this is the choice of the unit member, as long as the resolution is reached prior to Level IV and the resolution is not inconsistent with the terms of this contract; provided that the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
10.2 Informal Meeting - Principal or Department Head or Designee:

The aggrieved shall first discuss the grievance with his/her principal or department head or designee with the objective of resolving the matter informally. The aggrieved may have his/her representative(s) present at this informal meeting. In order to be timely, the aggrieved or his/her representative must invoke this first step of the grievance procedure within fifteen (15) working days of the act, occurrence, or transaction on which the grievance is based.

10.3 Level I - Principal or Department Head or Designee:

10.3.1 General Procedure - Level I: In the event the aggrieved is not satisfied with the disposition of the grievance in the informal meeting, he/she may submit the claim as a formal grievance in writing, on the designated Grievance Form, to the principal or department head or designee. If the aggrieved has not filed a claim within fifteen (15) days after the act or omission giving rise to the grievance or when the act or omission reasonably should have been known by the aggrieved, the grievance will be deemed to have been waived. If a formal grievance has been filed, the aggrieved may: (1) discuss the grievance personally; (2) request that a representative accompany him/her or (3) request that representative(s) act on his/her behalf. Upon written request of the District the aggrieved and/or aggrieved's representative shall be present.

Within seven (7) days after receipt of the written grievance, the principal or department head or designee shall, upon request of either party, meet with the aggrieved and/or his/her representative(s) in an effort to resolve the matter.

10.3.2 Time line when CSEA Acts as Representative: The principal or department head or designee shall render a written decision to the aggrieved and the CSEA within ten (10) days after the Level I meeting.

10.3.3 Time line when CSEA is not acting as the Representative: Within ten (10) days after meeting with the aggrieved and his/her authorized representative(s), if the aggrieved is not represented by the CSEA, the principal or department head or designee shall transmit a copy of the grievance and his/her proposed resolution of it to the CSEA. Within seven (7) days after receipt of a copy of the grievance and the proposed resolution, the CSEA shall transmit its written response to the principal or department head or designee. Such response shall indicate agreement or disagreement with the proposed resolution.
Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the CSEA's response to the proposed resolution of grievance, the principal or department head or designee shall render a written decision to the aggrieved and send a copy to the CSEA.

10.4 Level II Director Human Resources or Designee:

10.4.1 General Procedure - Level II: If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, the aggrieved may forward the written grievance to the Director Human Resources or designee within seven (7) days after the decision at Level I or seventeen (17) days after the grievance was presented, whichever is later. Within seven (7) days after receipt of the written grievance the Director Human Resources or designee shall, upon request by either party, meet with the aggrieved and his/her representative(s) in an effort to resolve the matter.

10.4.2 Time line when CSEA Acts as Representative: The Director Human Resources or designee shall render a written decision to the aggrieved and the CSEA WITHIN TEN (10) days after the Level II meeting.

10.4.3 Time line when CSEA is not acting as the Representative: Within ten (10) days after meeting with aggrieved and his/her authorized representative(s), if the aggrieved is not represented by the CSEA, the Director Human Resources or designee shall transmit a copy of the grievance and his/her proposed resolution of it to the CSEA. Within seven (7) days after receipt of a copy of the grievance and the proposed resolution, the CSEA shall transmit to the Director Human Resources or designee its written response. Such response shall indicate agreement or disagreement with the proposed resolution. Supporting written rationale from the CSEA shall accompany a position of disagreement. Within ten (10) days after receipt of the CSEA's response to the proposed resolution of the grievance, the Director Human Resources or designee shall render a written decision to the aggrieved and send a copy to the CSEA.

10.5 Level III - Superintendent or His/Her Designee

If the aggrieved is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, the aggrieved through his/her representative may forward the written grievance to the Superintendent within ten (10) days after the decision at Level II or twenty (20) days after the grievance was
Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall upon request by either party meet with the aggrieved and representative(s) in an effort to resolve the matter and shall render a written decision to the aggrieved and the exclusive representative within ten (10) days after the Level III meeting. Within ten (10) days after meeting with the aggrieved and his/her representative, if the aggrieved is not represented by the exclusive representative, the Superintendent shall transmit a copy of the grievance and his or her proposed resolution of it to the exclusive representative. Within ten (10) days after receipt of a copy of the grievance and the Superintendent’s proposed resolution, the exclusive representative shall transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent’s proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the exclusive representative’s response to the grievance and the Superintendent’s proposed resolution to the grievance, the Superintendent shall render a written decision to the aggrieved and send a copy to the exclusive representative.

10.6 Level IV - Arbitration

10.6.1 Request for Arbitration: If the aggrieved is not satisfied with the disposition of the grievance at Level III, or the time limits expire without the issuance of a written reply from the Superintendent or his/her designee, the aggrieved may submit the grievance to the CSEA which has the exclusive right to determine whether the matter proceeds to arbitration. A determination by the CSEA to proceed will obligate the CSEA for its portion of the costs of arbitration. If the CSEA decides to proceed with arbitration, the parties shall request a list of arbitrators from the California Conciliation Service.

10.6.2 Rules of Arbitration: No party in interest shall be permitted to assert any grounds before the arbitrator which were not stated in the Level I, II and III written grievances. The arbitrator shall have no authority nor jurisdiction to resolve issues not raised prior to the conclusion of the Level III grievance process. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be divided equally between the District and the CSEA. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If the parties mutually request a transcript, the total cost of the transcripts
shall be divided equally between the District and the CSEA.

An arbitrator shall be selected by the following procedure: A representative of the CSEA and the District's representative shall select the arbitrator from the California State Conciliation Service list by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within seven (7) days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively, starting with one, during the school year.

The odd-numbered grievances will give CSEA first elimination; even numbered grievances will give the District first elimination.

Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator.

The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.

The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the contract.

The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

Within thirty (30) days after conclusion of the hearings the arbitrator shall render a binding decision in writing to the parties in interest.

10.7 General Provisions:
Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be working days and should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.

In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as practical.

The aggrieved may change the designation of his/her representative(s) at
any level during the grievance process, with the exception that the CSEA shall be the designated representative at Level IV (arbitration). Such change shall be communicated in writing to all parties in interest.

The parties in interest agree to make available to each other, all pertinent non-confidential information in their possession or control not privileged under law or Board policies, and which is relevant to the issues raised by the grievance. Copies of all non-confidential written opinions and decisions shall be made available to the aggrieved.

No grievance shall be valid unless it shall have been presented at the appropriate level within fifteen (15) days after the aggrieved knew or reasonably should have known of the act or condition and the aggrieving nature of the act or condition, that formed the basis of the grievance, and, if not so presented, the grievance will be considered as waived. Such waiver shall not be a subject of arbitration.

A decision rendered at any level shall be considered final unless a written appeal is made within the time limit specified. A failure on the part of the aggrieved to appeal a grievance to the next step of the grievance procedure within the time permitted shall be deemed a waiver of the grievance. Such waiver shall not be a subject of arbitration. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.

No party in interest shall take reprisals against any unit member party in interest, CSEA representative, management person, or any other participant in the grievance procedure by reason of such participation.

Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official District personnel file.

Article 2 (District Rights) and the exercise of any discretionary rights pursuant to this article are not subject to the grievance procedure in this Agreement. Nothing in this article shall be interpreted to constitute a waiver of any legal right to pursue any further relief upon exhaustion of this procedure.
ARTICLE 11 - COMPENSATION AND BENEFITS

11.1 Salary:

11.1.1 Unit members will be paid according to the Classified Basic Salary Schedule.

The District shall offer 403 (b) and 457(b) Deferred Compensation Plans.

11.2 Insurance Benefits:

The District will contribute the same percentage for dental, vision, and life insurance as in 2011-12 for the term of the contract.

1. CalPERS Health Plan:

   The District will make the following annual contributions for full-time unit members medical insurance:

   - $4430 for Employee Only
   - $5900 for Employee + 1 Dependent
   - $6700 for Family Plan

2. The District contribution for an employee whose spouse is also employed by the District is referred to as the Two-E Couple Rate and is calculated to be the combination of what each employee is entitled to on an individual basis.

3. The District may arrange for an independent, privacy protected, internal audit of all participants in the district offered health plans (medical, vision & dental).

4. The parties agree that the total annual District contribution for medical benefits for full-time current unit members shall not exceed the above dollar figures. Any increase in the CalPERS costs in excess of the above maximums, shall be paid by the unit member(s) through payroll deductions.

5. For the purpose of collective bargaining, it is agreed that the status quo during negotiations for a successor agreement shall be defined as those dollar amounts set forth above.

6. Effective January 1, 2007, the District contribution for dental insurance shall be adjusted to be the same for Employee + One Dependent as it is for Employee Only.
11.2.1 **Eligibility of Employees Working in Less Than 100% Assignments**

Unit members who work in a 20 hours or more per week position shall be eligible to participate in the Health Plan, with the District's contribution and supplemental reimbursement to be prorated as a percentage of their hours per week compared to 40 hours.

(Bargaining unit members who prior to September 1992 were working part time and receiving full benefits are "grandfathered" to continue full-time benefits.)

No employee whose assignment is less than 20 hours per week shall be entitled to any health and welfare benefits.

The amount of the contribution and supplemental reimbursement paid on behalf of qualified retirees between the ages of 55 and 65 shall be prorated in accordance with the above formula.

11.2.4 **COBRA**

Unit members shall be entitled to benefits available under the Federal COBRA Regulations (Consolidated Omnibus Budget Reconciliation Act of 1985).

11.3 **Professional Growth:**

The professional growth plan shall be made available to all employees. This provision shall not be subject to grievance procedures (Article 10) of this Agreement.

11.4 **Longevity:**

11.4.1 Unit members who have served the District in excess of ten (10) calendar years of continuous service shall receive a longevity increment equivalent to one additional step on the salary schedule.

11.4.2 Effective July 1, 2002, eligible unit members shall earn (a total of five (5)) longevity increments after completing 10, 15, 20, 25, and 30 years of continuous and satisfactory service.

11.4.3 To be eligible for a longevity increment, the unit member must not have received an "Unsatisfactory" rating in the "Overall Work Performance" category on his/her latest evaluation. If the unit member receives an "Unsatisfactory" in the overall evaluation, the unit member may request a 90-day review of performance. If the performance is deemed "Meets District Expectations" or better following a 90-day review by the immediate supervisor, the unit member will become eligible for
the appropriate longevity increment effective the 1st day of the
next month. This 90-day review is strictly limited to determining
eligibility for longevity increments.

11.5 Step Increments (Anniversary):
11.5.1 Unit members may move one step on the adopted five (5) step
salary schedule, upon completion of a year of service on the
preceding step, provided that the unit member does not
receive an "unsatisfactory" performance rating for the year
prior to the move.

11.5.2 The step movement, when applicable, becomes effective on
the unit member's anniversary date.

11.5.3 The first of the month is the anniversary date for unit members
who start employment anywhere from the first (1st), to and
including the fifteenth (15th) of the month. Those starting the
sixteenth (16th) through the end of the month will have an
anniversary date on the first of the following month.

11.5.4 Step Placement -- New probationary unit members hired by
the District shall not be placed on the salary schedule at higher
than step 3 except in cases where the District determines a
higher step placement would be in the District's best interest.

11.6 Step Placement Upon Promotion:
Any unit member receiving a promotion under the provisions of this
Agreement shall be placed on the salary range for which he/she is eligible at
the step representing the next higher amount of money, and in no case shall
receive less money than he/she would have received for the following year
had he/she not been promoted. A unit member being promoted also has the
option to accept the new position but remain at his/her present salary and
range until his/her anniversary date is reached, if it would be to his/her
advantage to do so.

11.7 Mileage:
Any unit member required by the District to use his/her vehicle on District
business shall, upon placement on the approved mileage list, be reimbursed
at the rate per mile at the prevailing Internal Revenue Service standard.

11.8 Working Out of Classification:
When a unit member is designated by the District to fill a higher classification
position on a temporary basis, he/she shall be compensated at the higher
rate for the entire period that exceeds five (5) working days within a fifteen
(15) calendar day period.
11.9 Frequency of Pay:

11.9.1 Regular Pay:
All regular monthly employees in the bargaining unit shall be paid twice per month payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. If the normal pay date falls on Saturday, Sunday, or a holiday, the paycheck shall be issued on the preceding workday. The pay schedule is subject to the Office of the Superintendent of Los Angeles County providing the checks on time.

11.9.2 Overtime and Hourly Pay:
Normally, overtime and hourly pay shall be made once each month on the tenth (10th) working day following the month earned, if approved in advance and submitted on time to the District Payroll Office. The pay schedule is subject to the Office of the Superintendent of Los Angeles County providing the check on time.

11.10 Special Payments:
Any payroll adjustment due a unit member as a result of working out of class, recomputation of hours, or other reasons, other than procedural errors, shall be made and adjusted within thirty (30) days.

11.11 Payroll Errors:
Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit employee payroll or in the payment of any bargaining unit employee's salary, the District shall, within five workdays following such determination, provide the employee with a statement of the correction. If the employee has been underpaid, a supplemental payment will be drawn against any available funds. If the employee has been overpaid, the District shall contact the employee, explain the error and establish a repayment plan with the employee in writing.

11.12 Lost Checks:
Any paycheck that is lost after receipt by a unit member shall be reported at once by the unit member to the District Payroll Office and the Payroll Office shall immediately notify the Office of the Superintendent of Los Angeles County. The replacement shall be issued as soon as possible after release by the Office of the Superintendent of Los Angeles County.

11.13 Eligibility for Health/Welfare Benefits:

11.13.1 Active Employees:
Unit members who meet the following requirements become eligible for the District-paid group insurance benefits the first day of the month following the month in which they begin active employment.
1. The unit member must be a regular permanent or probationary employee actively assigned on a regular basis for a minimum of 20 hours per week.

2. Unit members in 10 (ten) month positions who are initially hired to work less than 4 hours do not become eligible for group insurance benefits listed in this section when their assignment is temporarily increased to 4 hours or more during the school year. (Refer to 7.6.1)

11.13.2 Group Medical Insurance for Retiring Unit Members:
Unit members who retire from active service under Public Employees Retirement System shall be entitled to receive the basic District retiree medical contribution toward the purchase of a retiree-only PERS medical benefit so long as the District continues to participate in the PERS retirement plan.

Unit members who retire before the age of 55 may retain medical insurance for the retiree and his/her dependents on a self-pay basis until the retiree reaches the age of 65. The retiree, and where applicable, his/her dependent(s), must meet the following conditions to be eligible to continue to participate in the District's medical insurance plan:

a. Retiring unit members must be listed on PERS and receive a monthly retirement benefit or have withdrawn retirement benefits in a lump sum. All group insurance benefits for resigning unit members remain in force through the end of the month in which he/she resigns; except that any ten-month unit member resigning at the end of the school year retains his/her group insurance benefits through September 30 of that year and is deleted from benefits on October 1 of that year.

b. Retiring unit member must be under age 65. When the retired unit member reaches age 65, he/she is no longer eligible for supplemental reimbursements. Eligible dependents, beyond the age of 65, may remain on the retiree's coverage until retiree reaches age 65.

c. Retiring unit member prepays to the District the entire medical premium. Such payments may be paid monthly, quarterly, or yearly, according to a prearranged schedule which is subject to District
approval.

d. Retiring unit members who do not choose to continue on the District's group medical benefits the first day of the month following retirement are no longer eligible for District medical benefits, effective for members who retire after December 16, 1985.

e. The parties agree that the total annual contribution for medical benefits for retirees between the ages of 55-65 with fifteen (15) years of service with the District, including the CalPERS minimum base rate and District supplemental reimbursement shall not exceed $3000 per year.

f. This supplemental reimbursement will continue until the retiree reaches age 65, or until death of the retiree prior to age 65, whichever comes first. If the age for Medicare eligibility changes, both parties agree to meet and negotiate regarding this article.

g. Retirees ages 65 plus receive no supplemental contribution is provided by the District.

11.13.3 Medical insurance for Disabled Unit Members:
Group medical insurance is also available to those unit members and their dependents who resign from District employment because they are disabled. To continue on the District's group medical coverage, the disabled unit member must be listed on District disability, receiving monthly payments from the District's disability carrier. The unit member may also be receiving Social Security disability benefits and/or PERS disability benefits. Coverage continues until the disabled unit member or retiree reaches age 65.

11.14 Additional Benefits:
District will provide Employee Assistance Service for Education (E.A.S.E.) for each employee and their family at no cost to the employee.

The District will provide an IRC 125 Flexible benefits option program for interested employees
ARTICLE 12 - VACATIONS

12.1 Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations as set forth in this article.

12.2 A unit member accrues vacation leave with pay at the rate of one working day for each full month of service; such leave is not to exceed twelve (12) days in any one year during the first five (5) years of service.

12.3 After five (5) years of accumulated service, a unit member will receive one (1) additional day of vacation per year up to a maximum of nineteen (19) days after eleven (11) years of accumulated service. After seventeen (17) years of accumulated service an additional day shall be added. After eighteen (18) years of accumulated service an additional day shall be added. After nineteen (19) years of service, an additional day shall be added. After twenty (20) years of accumulated service an additional day shall be added for a total of twenty-three (23) days per year.

12.4 Unit members whose annual assignment includes a partial month, shall receive a pro rata fraction of a vacation day for the partial month. As an example, an employee in a regular (non-hourly) ten and one-half (10 1/2) month assignment shall be able to earn ten and one-half (10 1/2) vacation days per year.

12.5 Part-time unit members, who regularly work five (5) days per week, and who are paid on a monthly basis shall earn vacation prorated in the same ratio as their regular work hours per day bear to eight (8) hours per day.

12.6 Unit members on an hourly pay basis and those who regularly work less than five (5) days per week and who are paid on a monthly basis shall earn vacation prorated on a proportion of days per year and hours per day worked by the unit member compared to the time a full-time unit member would work.

12.7 Vacation cannot be taken until earned except in case of mandatory site closure and except for those unit members working less than (twelve) 12 months. On or before September 1st of each year, unit members shall present an annual plan/schedule for using earned vacation days to his/her immediate supervisor for approval. It is the unit member’s responsibility to use his/her annual vacation days in compliance with this article. Effective July 1, 2002, except in cases where a unit member is not permitted by the District to take his/her full annual vacation, unit members will be limited to thirty-two (32) days of accumulated and earned vacation days. If the unit member is not permitted by the District to take his/her vacation, the amount
not taken shall accumulate for use in the next year or be paid for, in cash, at
the option of the District. Unit members who accumulated more than thirty-
two (32) vacation days prior to July 1, 2002 are expected to develop a plan
with their immediate supervisors to use these vacation days over a 2-3 year
period. All exceptions to this article must be approved by, and shall be at
the sole discretion of the Superintendent or his/her designee.

12.8 All vacation shall be taken at such time or times during the calendar year as
may be designated or approved by the Superintendent or the
Superintendent’s designee. In the event that unit members choose
conflicting or overlapping dates, the unit member with the greatest District-
wide seniority shall have preference.

12.9 Except for food service and instructional aide hourly employees, unit
members employed in less than twelve (12) month assignments shall use
their vacation days between the beginning and ending dates of their normal
annual employment period.

12.9.1 Food service and instructional aide hourly employees may use their vacation
days between the beginning and ending dates of their normal annual
employment period.

12.10 Unit members may be allowed upon supervisor’s approval to take vacation
during the first six (6) months of employment.

12.11 When a unit member leaves the employ of the District, he/she shall be
entitled to a lump sum compensation for all earned and unused vacation.

12.12 A unit member shall be permitted without a return to active service to
interrupt or terminate vacation leave in order to begin another type of paid
leave provided by this Agreement, provided the unit member supplies prior
notice and supporting information regarding the basis for such interruption or
termination.
ARTICLE 13 - HOLIDAYS

13.1 Holidays:

13.1.1 A unit member is entitled to the following paid holidays provided that he/she is in a paid status during any portion of the work day immediately preceding or succeeding the holiday.

a. New Year's Day
b. Martin Luther King Day
c. Lincoln's Birthday
d. Presidents' Day - Third Monday in February
e. Friday of Spring Recess
f. Memorial Day - Last Monday in May
g. Independence Day - July 4
h. Labor Day - First Monday in September
i. Admission Day
j. Veterans' Day
k. Thanksgiving Day
l. Friday after Thanksgiving Day
m. Christmas Eve Day - December 24
n. Christmas Day - December 25
o. New Year's Eve Day - December 31

13.1.2 When a holiday listed above falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed above falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any holiday listed, he/she shall be paid compensation or given compensatory time off for such work in addition to regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

13.1.3 Prior to July 1 of any school year, the Board may designate other days during such year as the holidays in lieu of the holidays known as “Lincoln's Day,” or “Admission Day”, provided that such designated days will provide for at least a three-day weekend.

13.1.4 Regular part-time unit members (assigned on a percentage of a regular monthly assignment) who regularly work five (5) days per week shall receive holiday pay for any holiday listed above, prorated in the same ratio as their regular work hours per day bears to eight (8) hours per day.

13.1.5 All part time unit members shall earn holiday pay based on a proration of the proportion of days per month and hours per
day worked by the unit member compared to the time a full-
time unit member would work, provided that he/she was in a
paid status on the working day immediately preceding or
succeeding the holiday.

13.1.6 In a position or class of positions established by the District, for
which unit members are required to work exclusively on
weekends and holidays, and for which a special salary rate is
established that recognizes the exclusive weekend and
holiday peculiarity, the unit members and positions are
exempted from the provisions of this article.

13.1.7 Regular unit members who are not normally assigned to duty
during the holidays of December 25 and January 1 shall be
paid for these two (2) holidays, provided that they were in a
paid status during either the work day or their normal
assignment immediately preceding and/or immediately
succeeding the holiday period.

13.1.8 If during the term of this agreement a school calendar has a
minimum day for students before the Thanksgiving break or
the Winter break, then full-time unit members shall have a
minimum day as well and may leave thirty (30) minutes after
the end of the student day. Unit members assigned to non-
school sites shall work 5.5 hours on these days. For full time
unit members unable to work such a minimum day due to job
requirements, the equivalent of hours worked beyond 5.5
hours shall be allowed to be taken as time off on another day
prior to June 30th of the same school year with approval of
their site supervisor.
ARTICLE 14 - TRANSFER AND FILLING OF VACANCIES

14.1 Transfers:
Transfers of unit members may be initiated by the District when the District
determines such transfer to be in the best interest of the District. A unit
member affected by such transfer shall be given written notice and a
conference will be held between the appropriate management supervisor
and the unit member to discuss the reasons for the transfer. All unit
members affected by such a transfer shall have a period of ten (10) days
before the transfer takes place unless the employee waives this right. Prior
to the conference, CSEA will be notified of the transfer and, if requested by
the unit member, will be given the opportunity to attend.

14.2 Voluntary Transfers
Unit members who desire a transfer to another school/site or within a
school/site shall file a request annually on the appropriate form with the
District.

If a unit member wishes to be considered for transfer vacancies which occur
in the summer, the unit member shall, in writing, so inform the Human
Resource Office annually, giving locations and numbers at which he/she
may be reached by phone during the summer months.

Unit members who request a transfer will have the first opportunity to fill a
vacancy within their existing classification. Only after failing to fill the
vacancy from the transfer request list will the District hire for the position
from those applicants employed in other classifications or not employed by
the District.

All the following criteria shall be used in consideration of a transfer request
from one location to another without change in classification:

- Qualifications (Individual training & experience)
- Seniority (Length of the service rendered to the District by the
  unit member).
- Current Performance.
- Needs of the District and/or Special Circumstances.

A transfer request shall not be denied arbitrarily. If a unit member’s request
for a voluntary transfer is denied, the unit member may request and shall
receive a written rationale for the denial.

14.3 Vacancy:
For the purpose of this provision, a vacancy is any unit position which is
new, or newly vacated, which the District chooses to fill, and which remains
unfilled after considering any transfer requests made pursuant to Section
14.1 above.
14.3.2 When the District in its sole discretion determines that a bargaining unit position of at least 35 hours per week is vacant, the Human Resources Department will notify the CSEA President. If the District schedules an interview to fill that vacancy, the CSEA President may appoint one person to be on the interview team. An interview panel is defined as two or more individuals. The CSEA President shall notify the Human Resources Department about CSEA's intent to participate in the interview process. There shall be no cost to the District, outside of substitute costs, for implementing this contract article. The District reserves the right in its sole discretion to employ the best candidate for the position in accordance with Board Policies and the CSEA Agreement.

14.3.1 Temporary Vacancy:

When a position is temporarily vacant (for a minimum of 30 days) due to a leave of absence of the incumbent, the position may be filled by an employee who has requested a voluntary transfer to such position in their same classification or by an employee seeking a promotional opportunity. The position may be filled for a maximum of 90 days. All the following criteria shall be considered by the District in filling the temporary vacancy whether the employee is seeking a transfer request without change in classification or in case of a promotional opportunity:

- Qualifications (Individual training & experience)
- Seniority (Length of the service rendered to the District by the unit member).
- Current Performance.
- Needs of the District and/or Special Circumstances.

The employee filling the temporary vacancy may request an oral or written evaluation of their performance during this temporary assignment.

Placement of a substitute employee in a vacant position shall be limited to sixty (60) days (Education Code 45013 (d) (1))

The District decision to fill the temporary vacancy in this manner shall not be subject to the grievance procedure.

14.4 Posting:

The District shall post in each bargaining unit work location, a notice of bargaining unit vacancies. A vacancy must be posted for a minimum of five (5) working days before the hiring process begins.

Upon prior request by the unit member, a unit member who will be on leave
or layoff during a period of posting shall be mailed, by First Class mail, a copy of the notice on the date the position is posted.

14.5 Notice Contents:
The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

14.6 Posting of Promotional Positions
At the District’s discretion, a vacancy may be posted as promotional only and therefore not initially open to non district employees. Only bargaining unit members shall be eligible to apply for promotional only postings. If less than three internal candidates apply, the District may open the position for external posting.

If as a result of reviewing qualifications, examination scores, and interview scores, the Superintendent or designee determines a current bargaining unit member and an outside candidate are equal, the current bargaining unit member shall be selected. If the Superintendent or designee determines that two or more bargaining unit members are equal, the one with the most seniority shall be selected.

14.7 Filing:
Any unit member may file for the vacancy by submitting written notice to the Human Resources Office within the designated filing period. Any unit member on leave or vacation may authorize CSEA to file on his/her behalf. No late filings will be accepted.

14.8 Certification of Applicants:
Following expiration of the filing period, the Human Resources Office shall notify each unit member whether or not he/she is in contention for the position. Any unit member who has interviewed for a position and failed to be chosen has the right, upon his/her request, to counsel with the Director Human Resources.

14.9 Selection:
If as a result of reviewing qualifications, examination scores, and interview scores, the Superintendent or designee determines a current bargaining unit member and an outside candidate are equal, the current bargaining unit member shall be selected.

If the Superintendent or designee determines that two or more bargaining unit members are equal, the one with the most seniority shall be selected.
The District shall consider all applicants who meet the established qualifications for the vacancy and who have properly applied for the position. The final selection and appointment is at the sole discretion of the District.

14.10 Assignment Other Than Regular Work Year:
When the District establishes temporary positions during the summer recess, the positions shall be offered to regular employees of the District who have applied, meet the qualifications and are not employed during this period.

Summer school Special Education Assistant and instructional assistant assignments shall be offered to unit members who make application and are currently assigned to the summer school student or teacher in the school year just concluded prior to being offered to other unit members or new hires, provided such is in the best interests of the student as determined by Pupil Services.
ARTICLE 15 - LEAVE PROVISIONS

15.1 Break in Service
No absence under any paid leave provisions of this Agreement shall be considered as a break in service for any unit member who is in a paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue under such absence.

15.2 Definitions:
"Immediate family" is limited to mother, father, step-child, step-parent, grandmother, grandfather, or a grand-child of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, brother or sister of the unit member or any relative, including a foster child, or significant other, living in the immediate household.

15.3 Classified Absence/Leave Affidavit:
The District reserves the right to require that unit members, upon return from any paid absence, state in writing on the Classified Absence/Leave Affidavit the reason(s) for his/her absence.

15.4 Personal Illness and Injury Leave
15.4.1 As per Labor Code 233, an employee may use accrued sick leave to attend to the illness of a child, parent, or spouse. Any conditions and restrictions placed by the District upon the use by a unit member of sick leave shall also apply for these purposes. (Refer to 15.9)

15.4.2 Every unit member employed five (5) days a week, twelve (12) months per year, shall be entitled to twelve (12) days leave for illness or injury with full pay for a fiscal year of service. Such leave shall be exclusive of all days he/she is not required to render service to the District.

15.4.3 A unit member employed five (5) days a week who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave as the number of months he/she is employed bears to twelve (12).

Unit members whose annual assignment includes a partial month shall receive a pro rata fraction of a day of leave for the partial month. As an example, an employee in a regular (non-hourly) ten and one-half (10 1/2) month assignment shall be able to earn ten and one-half (10 1/2) days of leave.

15.4.4 A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave as the number of days he/she is
employed per week bears to five (5). When such unit members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absences for illness or injury to which they are entitled.

15.4.5 Credit for sick leave need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year in which it is to be earned. However, a new employee of the District, while in a probationary status, shall not be eligible to take sick leave with pay until it is earned at the rate of one day for each month of service.

If the sick leave of a unit member has been overdrawn as of the date of the unit member's termination, the amount of the overpayment shall be deducted by the District from any salary due to the unit member. If the salary due to the employee is not sufficient to repay for overdrawn sick leave, the employee shall pay to the District the amount due.

15.4.6 If the unit member does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year without limitation.

15.4.7 After all earned leave as set forth in 15.4.2 and 15.4.3 is exhausted, additional non-accumulated leave shall be available for a period, not to exceed 100 working days, provided that the provisions of 15.4.8 below are met. The 100 work days shall begin after all accumulated leave is exhausted. The amount deducted for leave purposes from the unit member's salary shall be 50% of the employee's daily salary for each day of leave.

15.4.8 Upon request, by the Superintendent or the Superintendent's designee, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. Where the unit member's religion prohibits the consultation of a medical doctor, evidence of treatment and the need, therefore, by a practitioner of the religion of any well-recognized church or denomination may be required by the Superintendent or the Superintendent's designee.

15.4.9 In specific instances that appear, to the District, to be withholding of professional services by unit members, and/or abuse of sick leave provisions, the Superintendent or the
Superintendent's designee may require that a unit member shall provide additional verification of the appropriate use of these leave provisions, including, but not limited to the doctor's verification, unit member's affidavit, or other appropriate means. The determination of whether or not specific instances warrant a request for additional verification is solely at the discretion of the Superintendent's designee.

15.4.10 A unit member must contact his/her immediate supervisor or the designated contact person as soon as possible after the need to be absent is known, but in no event less than one-half hour prior to the start of the work day, except in cases of emergency and/or circumstances beyond the control of the unit member of the CSEA. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.

15.4.11 If a unit member fails to notify the District of his/her intent to return to work, and if such failure results in a substitute being secured, then the unit member shall not, at the sole discretion of the Superintendent or Superintendent's designee, be allowed to return to work and shall be placed on leave without pay for that day.

15.5 **Sick Leave Incentive**

Effective July 1, 2012, and for the duration of this agreement, unit members shall receive a reward for limiting their use of sick days or personnel necessity days according to the following:

- 0 - 1 days used in fiscal year = Two (2) additional vacation days;
- 2 - 3 days used in fiscal year = One (1) additional vacation day;
- 4 or more days used in fiscal year = None.

The actual accrual of any vacation days earned shall be available for use in the next fiscal year.

15.6 **Industrial Accident or Illness Leave:**

15.6.1 A unit member who sustains an injury or illness arising out of and in the course of their employment shall be eligible for industrial accident or illness leave as per Education Code 45192 and the Workers' Compensation laws of California.

15.6.2 Such leave shall not exceed sixty (60) days during which the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check received under the provisions of the workers' compensation laws of California which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

Judicial Leave:

The District shall grant leave of absence to any unit member regularly called for jury duty in the manner provided for by law. The unit member shall present an official court summons for jury duty to their management supervisor immediately upon receipt of such notice. The Superintendent or designee may discuss with the unit member the practicality of seeking exemption or postponement when acceptance would tend to materially disrupt the District's operations.

It is the responsibility of the unit member to report to work whenever he/she is not required to attend jury duty service.

The unit member shall not volunteer for additional jury duty beyond the normal legal requirement, and the leave of absence provided for in this section shall not be available for such jury service.

The District shall grant such leave with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror fees.

No more than two (2) percent of District staff shall be granted jury duty leave with pay at any one time.
15.7.6 A unit member shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought through the connivance or misconduct of the unit member.

15.7.7 Unit employees appearing in court as litigants during the regular contract year shall be allowed personal necessity leave.

15.8 Additional Nonindustrial Accident or Illness Leave:

15.8.1 A nonindustrial accident or illness leave may be granted to permanent unit members who have exhausted sick leave, vacation, compensation overtime, or other available paid leave.

15.8.2 Such a leave shall be granted, paid or unpaid, not to exceed six (6) months. The Board of Education may renew the leave, paid or unpaid, for two (2) additional six-month periods or less. The total allowable leave under this section shall not exceed eighteen (18) months.

15.8.3 If, at the conclusion of all leaves of absence, the unit member is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

15.8.4 If at any time during the thirty-nine (39) months the unit member is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.

15.8.5 When the unit member resumes his/her duties, the break in service will be disregarded, and he/she shall be fully restored as a permanent employee, retaining seniority accrued prior to the unpaid leave status.

15.9 Bereavement Leave:

15.9.1 On account of the death of any member of his/her immediate family, a unit member shall be entitled, without loss of salary, to a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel is required that either exceeds 350-mile radius or is out of state.
15.9.2 The District reserves the right to require verification for necessity of bereavement leave.

15.10 **Personal Necessity Leave:**

15.10.1 Leave which is credited for personal illness or injury under Section 15.4 of this article may be used, at the unit member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed ten (10) days in any school year.

15.10.2 For purposes of this provision personal necessity shall be limited to: a) death or serious illness of a member of the unit member's immediate family; b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; c) major religious holidays/observances; or d) other reasons at the unit member's election, provided that under no circumstances shall leave be available for purposes of extending a holiday or vacation period, for recreational activities, for work stoppage or slow-down, or for conducting a private business.

15.10.3 Before using personal necessity leave the unit member must obtain prior written approval from the District on the designated form, except in cases (a) and (b) of Section 15.9.2. In these two cases the unit member shall make reasonable effort to notify the District in time for a substitute to be obtained by the District.

15.10.4 On the day of return to work, under all circumstances, a unit member shall verify in writing on the approved Classified Absence/Leave Affidavit that the personal necessity leave was used only for purposes as set forth in Section 15.9.2 above.

15.11 **Leave for Pregnancy Disability:**

15.11.1 Unit members are entitled to use sick leave as set forth in 15.4 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for
child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the Superintendent or the Superintendent's designee may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.

15.11.2 Unit members are entitled to leave without pay or other benefits for disabilities because pregnancy, miscarriage, childbirth, or recovery therefrom, when sick leave as set forth in 15.4 has been exhausted. The date on which the unit member on disability leave may resume duties shall be determined by the unit member and the unit member's physician; however, the Superintendent or the Superintendent's designee may require a verification of the extent of disability through a physical examination of the unit member by a physician designated by the District.

15.12 Leave Without Pay for Childbearing Preparation and Child Rearing:

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

15.12.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

15.12.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent's designee.

15.12.4 The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted by the Superintendent or the Superintendent's designee, not to exceed an additional twelve (12) months.

15.12.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on childbearing preparation leave, whether or not the illness or
disability is related to pregnancy, miscarriage, childbirth, or recovery therefrom.

15.12.6 If a unit member is on leave for childbearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, at the sole judgment of the Superintendent or the Superintendent’s designee the District will assign the unit member to a position as soon as practicable.

15.12.7 Five (5) days Paternity leave granted for new children. (Five days must be taken consecutively within a ninety-(90) day period of the arrival of the child).

15.13 Other Leaves Without Pay:

15.13.1 At its sole discretion, the Board of Education may grant, for a predetermined period not to exceed one year, without pay or other benefits, leaves for the following purposes: care for a member of the immediate family who is ill, service in an elected public office, professional study or research, or urgent personal business.

15.13.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the Human Resource Office in writing no later than one month prior to the end of such approved leave, as to his/her intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

15.14 Family and Medical Care Leave

Pursuant to State and Federal law, the District will provide family and medical care leave for eligible employees. The following provisions set forth unit members’ rights and obligations with respect to such leave rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

15.14.1 Members Eligible for Leave
A member is eligible for leave if the member:

a) Has been employed for at least 12 months; and

b) Has actually worked for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.

15.14.2 Reasons for Leave

Leave is only permitted for the following reasons:

a) The birth of a child or to care for a newborn of a member;

b) The placement of a child with a member in connection with the adoption or foster care of a child.

c) Leave to care for a child, parent or a spouse who has a serious health condition; or

d) Leave because of a serious health condition that makes the member unable to perform the function of his/her position.

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

a) Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;

b) Any period of incapacity requiring absence from work, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

c) Continuing treatment of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.

"Continuing treatments" include:

a) Two or more visits to a health care provider;

b) Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider; or

c) A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
15.14.3 Amount of Leave

Eligible members are entitled to a total of 12 work weeks of leave during any 12 month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12 month period for calculating leave entitlement will be a "rolling period" measured forward from the date leave is taken and continues with each additional leave day taken.

A member's request for leave of less than two weeks duration will not be granted absent medical certification that such leave is medically necessary.

15.14.4 Member Benefits While on Leave

Leave under this article is unpaid. In addition, while on leave, members will continue to be covered by the District's medical, dental and vision insurance. However, members will not continue to be covered under other benefit plans unless members make the appropriate contributions for continued coverage.

If a member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the member does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the member to leave. The District shall have the right to recover premiums through deduction from any sums due the District (e.g. unpaid wages, vacation pay, etc.)

15.14.5 Use of other Accrued Leaves while on Leave

If a member requests leave for any reason permitted in Section 15.13.2 he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

If a member requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the member must also exhaust sick leave.

15.14.6 Medical Certification

The District may require members who request leave to provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the member's
own serious health condition, the certification must include a statement that the member is unable to perform the essential functions of his/her position. If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District.

15.14.7 Member Notice of Leave
Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the member shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that a member’s notice is inadequate or the member knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

15.14.8 Reinstatement upon Return from Leave
Upon expiration of leave, a member is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent or comparable position.

As a condition of restoration of a member whose leave was due to the member’s own serious health condition, which made the member unable to perform his/her job, the member shall obtain and present a fitness-for-duty certification from the health care provider that the member is able to resume work. Failure to provide such certification will result in denial of restoration.

15.14.9 Request for Leave
Member shall fill out the "Request for Family or Medical Leave Form" prepared by the District to be eligible for leave. This form will enable the District to satisfy its record-keeping obligations.

15.15 Catastrophic Sick Leave Donation Plan

15.15.1 A unit member may donate two (2) days worth of assigned hours of sick leave per year, subject to the terms and provision of this Section. The donation shall be irrevocable. Sick leave which is donated under this Section shall be deducted from the accrued sick leave authorized under Section 15.4.2. Contributions shall be made between September 1st and October 1st of each school year.
15.15.2 An employee of the unit may donate two (2) days worth of assigned hours of sick leave annually to the catastrophic leave bank described below. Only an employee who, as a result of a catastrophic illness or injury, as defined below, has exhausted all paid personal injury and illness leave entitlement, may draw from the leave bank. No leave may be drawn from the leave bank for an injury or illness which arises out of employment.

15.15.3 A catastrophic leave bank shall be established to which employees may donate leave, as provided herein. The total leave donated to the bank by all employees in any school year shall not exceed two hundred (200), 8-hour days. Leave in the bank shall accumulate from year to year, provided that no additional leave may be donated by any employee unless the balance in the leave bank is less that two hundred days. Leave shall be drawn from the bank at the rate equal to assigned hours. Only continuing employees who have elected to participate in the leave donation plan at the beginning of each school year shall be eligible to draw from the bank in that school year. Eligible employees who have elected to participate may draw up to a total of no more than 30 days of their regularly assigned hours. If necessary, unit members may reapply for an additional 30 days. If the number of days in the Bank on October 1st exceeds two hundred (200) days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be given the opportunity to contribute to the Bank.

15.15.4 A catastrophic injury or illness shall be defined as any injury or illness which for a period of not less than twenty (20) consecutive work days, has caused an employee to be incapacitated from the performance of duty as an employee of the District, or is reasonably certain to result in such incapacity for twenty (20) consecutive work days, based upon competent medical evidence. Catastrophic injury or illness shall also include an illness or injury that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for a period of ninety (90) consecutive days, and taking extended time off from work creates a financial hardship for the employee.

15.15.5 An employee who is suffering from a catastrophic injury or illness may not draw upon the leave bank until exhaustion of all paid personal illness and injury leave and accrued vacation leave credits. Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant.
15.15.6 The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this Section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.

15.15.7 An employee who wishes to donate sick leave shall execute an authorization for the donation of the sick leave and an assignment of the leave to the leave bank. No surrender and assignment shall be effective until approved by the Superintendent or his designee. The Superintendent shall have the final, reviewable and sole discretion to approve or to disapprove a donation of sick leave. The decision of the Superintendent shall not be subject to the grievance procedure but may be reviewed by the District's Board of Education in accordance with the procedures set forth below.

15.15.8 An employee who has submitted a request to donate sick leave, and an employee who receives leave from the leave bank, shall each execute an agreement satisfactory to the District. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each employee agrees to indemnify and hold the District harmless from any claims, demands, or causes of action related to the donation.

15.15.9 No action taken by the District under this section shall be subject to the grievance procedure of this Agreement. The District and CSEA agree to establish a catastrophic leave advisory review panel or amend the existing panel utilized with other bargaining units. The panel shall be composed of four members, two of which are appointed by the District and two of which are appointed by CSEA. An employee dissatisfied with any action taken or decision made by the District concerning the catastrophic leave plan herein provided, may submit a request to the panel to review such action or decision. No request for review shall be considered by the panel unless the request for review is submitted not later than ten days after the action or decision in question. The panel shall have no jurisdiction to hear any request which is not submitted within the required time frame. The panel shall review timely matters which are submitted to it, without conducting a formal hearing. The panel shall prepare a written recommendation regarding the matters submitted to it. The recommendation shall be advisory only. The recommendation shall be submitted to the District's Board of Education for its final decision.
ARTICLE 16 - LAYOFF PROCEDURES

Should, at the discretion of the District, layoffs of bargaining unit members occur, the following guidelines shall apply:

1. The District will follow the provisions of the applicable sections of the California Education Code Sections 45115, 45117, and 45308.

2. Should the above provisions of the Education Code change, the District will follow the new provisions to the extent such provision are mandatory rather than permissive.

3. If the above Education Code provisions covering classified layoff procedures are repealed, the District shall, upon request, meet to discuss the adoption of new procedures.

4. Seniority is defined as length of service from date of hire within a position in the classified service of the District.

5. In the event of a layoff where there is no vacant position in the affected classification, the least senior bargaining unit member(s) in the affected classification shall be bumped. The specific assignment shall be determined by the District.

6. A bumped bargaining unit member may bump into the next lower classification in which he/she has seniority over at least one person in that lower classification. If a bargaining unit member exercises bumping rights into this lower class, his/her salary shall be frozen ("Y" rated) until such time as the salary rate to which the employee is entitled on the salary range for the lower classification exceeds the salary rate at which the unit member was frozen. Cost-of-living salary increases shall be granted after three years at the lower range.

If a bargaining unit member chooses not to exercise bumping privileges in the same classification or in the event he/she has the least seniority in the classification and chooses not to exercise bumping privileges in the next lower classification in which he/she has seniority, the bargaining unit member thereby waives his/her right to bumping privileges to a position in any other classification in which he/she has seniority. A bargaining unit member who refuses bumping privileges to an offered position also waives his/her right to be "Y" rated into a vacant position in any other classification.

By refusing an offered position to which the bargaining unit member is entitled, he/she thereby chooses layoff and will be placed on a reemployment list.
If a bargaining unit member thus laid off voluntarily applies for and is
chosen to fill a vacancy in a lower classification in which the employee is
qualified to perform the duties thereof, he/she will be placed on the salary
range of the lower classification and on the same step he/she was on
when laid off.

7. A bargaining unit member who is laid off shall be offered employment in an
available temporary (short-term or substitute) position within any
classification in which the unit member has served.

In the event that more than one unit member is eligible, the District may
consider previous assignment experience with the classification.

These employees will receive their regular rate of pay, in their former
classification(s), if they substitute in their former classification(s)

The District will exhaust the reemployment list of those available, for short-
term or substitute assignments, prior to the filling of such positions.

8. A reduction in hours, except for a disciplinary reduction, shall be
considered the same as a layoff and shall be handled according to
applicable Education Code sections.

**ARTICLE 17 - TRAINING**

17.1 In-Service:
Any in-service training required by the District shall take place during the
regular working hours at no loss of pay or benefits to unit members.

17.2 Condition of Employment:
Section 17.1 of this article does not apply in cases where a unit member
has accepted a position, and as a condition of employment and/or
reassignment the unit member is required to take special training to
acquire the special skills needed in the new assignment.

17.3 The District and CSEA believe that in-service training is important for unit
members and the District. The District and CSEA will form a committee for
the purpose of making recommendations to the Superintendent for
appropriate in-service trainings on an annual basis.
ARTICLE 18 - EVALUATION

18.1 No evaluation of any unit member shall be placed in his/her personnel file without prior discussion between the unit member and the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to review and respond, within ten (10) days, in writing, to any derogatory evaluation in accordance with the above. Such written response shall be placed in the personnel file, attached to the evaluation. All formal evaluations shall be signed and dated by the evaluator before such evaluation is placed in the unit member’s personnel file.

18.2 Materials in the personnel file of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to the unit member’s employment, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every unit member and/or his/her representative, upon notification of the District by the unit member, shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District. Unit members shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

18.3 Employees hired in the classified service shall be considered probationary employees until they have satisfactorily completed five months of probationary service. Upon satisfactorily completing the applicable period, employees shall become permanent classified employees of the District.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed five (5) months of service in that position.

Part-time probationary employees (employed less than 35 hours per week) shall receive written performance evaluations by their supervisor prior to the end of the fifth month of their probationary period. This evaluation shall indicate whether the evaluator is satisfied or not satisfied with the employee’s ability, performance, and compatibility with the job.

Full-time probationary employees (employed 35 or more hours per week) shall receive a written performance evaluation by their supervisor prior to the
end of the fourth month of the probationary period. This evaluation shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The Superintendent or designee may dismiss an employee during the probationary period. A permanent employee who was promoted to a higher classification may be returned during the probationary period to his/her former classification.

18.4 The District’s Classified Employee Evaluation Form shall be included in this Agreement as Appendix A.
ARTICLE 19 - DISCIPLINE

19.1 Exclusive Procedure:
Discipline shall be imposed upon unit members only pursuant to this article.

19.2 Disciplinary action shall not be taken against any employee for any cause which arose prior to the employee’s becoming permanent, nor for any cause which arose more than two (2) years prior to the date of the Notice of Proposed disciplinary action unless such cause was concealed or not known to the District within the two year period (Education Code 45113 (d)).

19.3 Disciplinary action includes any action whereby a permanent classified employee is deprived of any classification or any incident of any classification in which the employee has permanence including dismissal, suspension, demotion, or any reassignment, that causes a reduction in pay without the employee’s voluntary written consent, except a layoff for lack of work or lack of funds.

19.4 The parties support the concept of progressive discipline; this means that the discipline shall be consistent with the degree of poor performance or unacceptable behavior. Generally, in order of seriousness, the following represents forms of progressive discipline:

A. Verbal consultation/discussion-Conference summary
B. Written Warning
C. Written reprimand
D. Minor suspension (1-5 days)
E. Suspension of more than five (5) days
F. Termination

Causes for Discipline:
The following are causes for serious discipline. These causes include, but are not limited to:

a) Incompetency or inefficiency in the performance of the duties of the position.
b) Insubordination (including, but not limited to refusal to do assigned work), or insolence or disrespect toward authority, other employees, and the public.
c) Gross or repeated carelessness or negligence in the performance of duty or in the care or use of District property.
d) Repeated or unexcused absence, and/or tardiness.
e) Abuse of illness leave privileges.
f) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
g) Dishonesty.
h) Drinking and/or possession of alcoholic beverages on the job or reporting for work under the influence of alcoholic beverages.

i) Unauthorized possession or use of controlled substances (narcotics or habit-forming drugs).

j) Unprofessional conduct.

k) Conviction of any crime involving moral turpitude, or any crime bringing discredit upon the District.

l) Conviction for sex offense as defined in the Education Code.

m) Falsifying any information supplied to the District, including but not limited to, information supplied on the application forms, employment records, or any other District records.

n) Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Governing Board or by any appropriate state or local government agency.

o) Violation of the Policies and Bylaws of the Board of Education, the Education Code, and the provisions of this Agreement.

p) Abandonment of position.

q) Advocacy of the overthrow of federal, state or local government by force, violence, or other unlawful means.

r) Physical or mental condition unfitting him/her for service.

19.5 Dismissal, demotion, suspension or disciplinary reduction in hours must be approved or ratified by the Governing Board.

19.6 Any time an employee is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to discipline, he/she has the right to representation. It is the employee’s responsibility to request this representation and a failure to request such will constitute a waiver of the right to representation at this stage. Upon request the immediate supervisor must inform the employee of the nature of the discussion.

19.7 Pre-Disciplinary Procedure:
The pre-discipline policy will normally apply in all cases of termination, demotion or suspension without pay for more than five (5) days or loss of pay for more than five (5) days.

19.7.1 Notice of proposed action – A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice.
19.7.2 Right to Respond – the employee will be accorded the right to respond, either orally or in writing or both, either in person or through a representative, within a reasonable time period (10 days), and to a level of management who can effectively recommend that the proposed disciplinary action be taken or not taken.

19.7.3 Notice of Determination – the employee will receive a written notice of discipline giving the original allegations(s), the determination as to the charges, the level of disciplinary action to be received and final admonitions(s) as applicable, and appeal rights. The employee will be notified if no disciplinary action is to be taken.

19.7.4 Right to Appeal - An employee who has received a notice of determination containing a recommendation of disciplinary action of a suspension of five (5) days or more, demotion or termination shall have the right, upon request, to a full evidentiary hearing at the request of the unit member or the District. The hearing shall be held before a hearing officer selected from a list obtained from the State Mediation and Conciliation Service. The unit member and the District shall alternately strike names until a hearing officer is selected. The hearing conducted by the arbitrator shall be governed by the same procedures as are applicable to Board hearings. Following the conclusion of the hearing, the hearing officer shall prepare a proposed Decision which shall be submitted to the Board. The Board shall accept, reject, or modify the hearing officer’s Proposed Decision.

19.7.5 In the event that suspension is rejected by either the arbitrator or the Board, the unit member shall receive his/her regular salary for the period during which the unit member was suspended.

19.7.6 When the District seeks the imposition of any disciplinary action, the unit member shall be informed of the charges and the unit member shall be given an opportunity to respond to the charges within ten (10) working days.

19.7.7 The exception to 19.3.4 above shall be only those instances where the unit member either refuses to meet with a District representative to hear the charges; where the unit member fails to appear for the scheduled conference, which both parties agree to; or where the unit member cannot be located through reasonable diligence on the part of the District.

19.7.8 Regardless of the provisions above, probationary employees may
be dismissed during their probationary period at the sole discretion of the Board. The probationary period may be extended at the discretion of management to a period not to exceed one year. Such dismissal or extension of the probationary period shall not be subject to the grievance procedure.

19.8 Dismissal Procedure:
19.8.1 The Superintendent, or his/her designee, subject to approval by the Board, shall give the unit member a written notice with the specific charges against him/her, a statement of his/her right to either a Board hearing or an arbitration hearing on such charges, and the time within which a Board hearing may be requested.

19.8.2 The dismissal notice shall also contain a card or paper, the signing of which shall constitute a demand for a hearing and a denial of all charges.

19.8.3 The unit member shall be granted seven (7) days to request a Board hearing after the service of the dismissal notice to the unit member.

19.8.4 The Board hearing will normally be scheduled within twenty working days from the date by which the request for hearing has been received by both the District and the exclusive representative.

19.8.5 The burden of proof or establishing sufficiency of cause shall rest with the Board.

19.8.6 No dismissal action shall be taken for any cause which arose prior to the employee becoming permanent nor for any cause which arose more than two years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

19.8.7 The aforementioned dismissal procedures apply only to the unit members who have attained permanency. Probationary employees may be dismissed at the discretion of the Board at any time during the probationary period.
ARTICLE 20 - CONTRACTING OUT BARGAINING UNIT WORK

Contracting for all services currently or customarily performed by classified employees to achieve cost savings is permissible under certain conditions (refer to Education Code 45103.1). Prior to contracting out any bargaining unit work the District shall first notify CSEA of its intention to contract out work and shall provide CSEA with written documentation that Education Code requirements have been met.

ARTICLE 21 - BARGAINING UNIT WORK

21.1 No management employee will perform bargaining unit work during the regular 40-hour work week of the affected unit member if such work is outside the job description of the management employee and if such work results in a reduction in the number of bargaining unit members through a layoff of a bargaining unit member.

21.2 The District retains the right to reorganize any department. Such reorganization may include reducing or increasing the size of the department or the number of unit members in a particular job classification.

21.3 Volunteers shall not perform bargaining unit work (Education Code 51100 and 35021 (b).)

ARTICLE 22 - SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue to full force and effect.

ARTICLE 23 - CONCERTED ACTIVITIES

23.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform classified job functions and responsibilities, or other interference with the operations of the District by the CSEA 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.

23.2 The CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit members who are represented by the CSEA, the CSEA
agrees in good faith to take all reasonable steps to attempt to persuade those unit members to cease such action. It is understood that in the event this Article is violated by the CSEA, 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 and/or the CSEA.

23.3 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.

ARTICLE 24 - SUPPORT OF AGREEMENT

The District and the CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the CSEA and the District will support this Agreement for its term and will not appear or cause any other person to appear before any public bodies to seek changes or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and the CSEA.

ARTICLE 25 - EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 26 - TERM

Except as stated herein, this Agreement shall be in force and effect up to and including June 30, 2012. This Agreement will remain in effect until a new agreement is ratified by both parties.

Notwithstanding the above, the parties agree to reopen negotiations in 2013-14 and 2014-15 on Article 11 - Compensation and Benefits and two other articles selected by each party.

The Association shall present its initial proposal for collective bargaining to the Board of Education in a public meeting no later than the first meeting in April of the school year preceding the expiration date of this agreement or in June for matters related to reopeners in subsequent years mentioned above.
Effective the 1st day of July, 2012.

For the CSEA:

Geri Zientek, President
CSEA Chapter 123

For the District:

Barbara Lucky, President
Board of Education

Gina Garcia,
CSEA Labor Representative