

1 **ARTICLE 1 - RECOGNITION**

2 **1.1** The District hereby acknowledges that CSEA is the exclusive bargaining
3 representative for all unit member employees in the wall-to-wall unit described in
4 Appendix II, attached hereto and incorporated by reference as part of this Agreement. In
5 the event the District hereafter creates a new unit member job classification or
6 substantially changes the duties of a current bargaining unit position, the District shall so
7 notify the Association. The parties shall thereafter meet and negotiate with regard to
8 whether or not such position is to be included within the Bargaining Unit. If the parties
9 cannot agree thereupon, either party, or both parties jointly, may petition the Public
10 Employment Relations Board (PERB) for a Unit Clarification procedure.

11 **1.2** The Association recognizes the Board of Education as the duly elected trustees of
12 the Colton Joint Unified School District and agrees to negotiate exclusively with the
13 representatives selected by the Board of Education.

14 **1.3** The word “day” in this Agreement shall mean calendar day unless otherwise
15 specifically defined in individual articles.

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1 **ARTICLE 2 - NOTICE**

2 **2.1** Whenever provision is made in this Agreement for the giving, service, or delivery
3 of any notice, statement, or other instrument, the same shall be deemed to have been
4 duly given, served, or delivered, either upon personal delivery or by mailing the same by
5 United States mail or District mail, to the party entitled thereto at the address set forth
6 below:

7

8 District: Assistant Superintendent, Human Resources
9 and/or Director of Employee Relations
10 Colton Joint Unified School District
11 1212 Valencia Drive
12 Colton, California 92324

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14 Association: President
15 Colton Chapter 244
16 California School Employees Association
17 (AT his/her work site)

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1 **ARTICLE 3 - DISTRICT RIGHTS**

2 **3.1** It is understood and agreed that the District retains all of its powers and authority
3 to direct, manage and control to the full extent of the law. Included in, but not limited to,
4 those duties and powers are the exclusive right to: determine its organization; direct the
5 work of its employees; determine the times and hours of operation; determine the kinds
6 and levels of services to be provided, and the methods and means of providing them;
7 establish its educational policies, goals and objectives; ensure the rights and educational
8 opportunities of students; determine staffing patterns; determine the number and kinds of
9 personnel required; maintain the efficiency of District operations; determine the
10 curriculum; build, move, or modify facilities; establish budget procedures and determine
11 budgetary allocation; determine the methods of raising revenue; may lawfully contract
12 out work on the same basis and for the same reasons as it has in the past, and take
13 action on any matter in case of any emergency. In addition, the District retains the right
14 to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees.

15 **3.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities
16 by the District, the adoption of policies, rules, regulations and practices in furtherance
17 thereof, and the use of judgment and discretion in connection therewith, shall be limited
18 only by the specific and express terms of this Agreement, and then only to the extent
19 such specific and express terms are in conformance with law.

20 **3.3** The District retains its right to amend, modify, or rescind policies and practices
21 referred to in this Agreement in cases of emergency for the reasonable period of time
22 required by the emergency. Emergencies shall include, but not be limited to, national,
23 state, or county declared emergencies and natural disasters. Emergencies shall not be
24 declared capriciously or arbitrarily.

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1 **ARTICLE 4 - GRIEVANCES**

2 **4.1** **Definitions:** - A "grievance" is an allegation by a unit member or the Association
3 that he/she has been adversely affected by a violation, misinterpretation, or
4 mis-application of the specific provisions of this Agreement that has not been resolved
5 through informal discussion with the site administrator or immediate supervisor. The term
6 "grievant" shall include either the unit member or the Association, whichever is
7 applicable.

8 **4.1.1** - "Days", for the purpose of this Article, will mean regular working days when
9 the District Office is open for business.

10 When used hereinafter the words "unit member" shall mean employees
11 within the bargaining unit covered hereby unless otherwise stated.

12 The "immediate supervisor" is that administrator/supervisor having
13 immediate jurisdiction over the grievant and who has been designated by the
14 District to adjust grievances.

15 **4.2** This grievance procedure shall not be used to challenge or change policies,
16 regulations, or procedures of the District which are not included in this Agreement, nor
17 shall the grievance procedure be used for other matters for which specific methods of
18 review are provided by law, District policies, rules or regulations.

19 **4.3** The purpose of this procedure is to secure, at the lowest possible administrative
20 level, solutions to problems, which may from time-to-time arise concerning the
21 interpretation and application of this Agreement.

22 **4.4** Since it is important that grievances be processed as rapidly as possible, the time
23 limits specified at each level should be considered to be maximums, and every effort
24 should be made to expedite the process. Any of the time limits set forth in this Article
25 may be waived by written agreement between the parties. Any of the levels or
26 procedures in the Article may be waived by written agreement between the parties.

27 **4.5** Every unit member shall have the right to present grievances in accordance with
28 these procedures with or without representation. Nothing contained in this Article shall
29 be construed to prevent any individual unit member from discussing a problem with a
30 representative of the District and having it resolved without filing a grievance as provided
31 herein.

32 **4.6** The failure of the grievant to act within the prescribed time limits stated in this
33 Article will act as a bar to any further appeal. The failure of the District to give a decision
34 within the time limits shall permit the grievant to proceed to the next step.

1 **4.7** In any instance where the Association is not represented in a formal grievance,
2 the District shall not agree to a resolution of the grievance until:

3 a. The exclusive representative has received a copy of the grievance and the
4 proposed solution to the grievance;

5 b. The Association has been given an opportunity to file a response within two (2)
6 days. Any proposed solution, which would change the terms of this Agreement,
7 must be agreed to by the Association.

8 **4.8** Hearings and conferences under this procedure shall be conducted at a time and
9 place which will afford an opportunity, as much as possible, for all persons entitled to be
10 present to attend and will be held, in so far as possible, after the normal duty hours of the
11 personnel involved. When such hearings and conferences are held at the request of the
12 District during the regular workday, all unit members, whose presence is required, shall
13 be released without loss of pay for those hours they are required to attend such hearings
14 or conferences. However, the District will not release, without loss of pay, more than one
15 (1) Association representative per grievance.

16 **4.9** Any investigation or handling or processing of a grievance by a grievant, or the
17 Association, shall be conducted so as to result in no interference with or interruption of
18 the instructional program or regular workflow.

19 **4.10 Association Release Time** - Association representatives may be designated by
20 the Association to take up matters pertaining to grievances. Upon request, the
21 Association shall be afforded forty-eight (48) hours of paid release time per month, not to
22 be accumulated, for investigation of grievances or other union business. An additional
23 twenty-four (24) hours may be available but shall be paid by the Association; and should
24 the Association need more hours beyond the seventy-two (72) hours allotted above, the
25 District shall provide sixteen (16) additional hours as paid release days. Total hours
26 available shall not exceed eighty-eight (88) hours in any one month; three (3) working
27 days notice will normally be provided to the immediate supervisor.

28 **4.11** Although a specific time period is provided for administrative decisions at each
29 level of the grievance procedure, it is recognized that at each level of the procedure
30 grievance claims shall be assigned consecutive numbers, based upon the time and date
31 on which written grievances are received by supervisory or administrative personnel.
32 These grievances shall be processed in a sequential manner, following a pattern that first
33 filed will be first considered. Regardless of specific time periods provided for decisions at
34 the various levels of this procedure, no supervisor or administrator will be required to

1 consider more than two grievances in any one week.

2 **4.12** In a case of multiple grievance claims on the same or similar issues, the District
3 may elect to hear only the first written grievance filed, and the decision rendered shall be
4 applicable to all claims on the same issue, arising from the same set of circumstances.

5 **4.13 Informal Level:** Before filing a formal grievance, the grievant should attempt to
6 resolve the grievance by an informal conference with the grievant's immediate supervisor.

7 **4.14 Level One:** Within fifteen (15) days of the event, act or omission, or when the unit
8 member could reasonably have known of the event, act or omission, the grievant must
9 present his grievance, on the appropriate District form, to his/her immediate supervisor or
10 designated representative. This statement shall be a clear, concise statement of the
11 grievance, the circumstances involved, the decision rendered at the informal conference,
12 and the specific remedy sought. The supervisor, or designated representative, shall
13 communicate his/her decision to the unit member, in writing, within ten (10) days after
14 receiving the grievance. If the supervisor, or representative, does not respond within the
15 time limits, the grievant may appeal to the next level. Within the above time limits, either
16 party may request a personal conference with the other party.

17 **4.15 Level Two:** In the event the grievance has not been satisfactorily settled at Level
18 I, the grievant may appeal the decision, on the appropriate District form, to the Assistant
19 Superintendent, Human Resources, within ten (10) days. The statement shall include a
20 copy of the original grievance, the decision rendered, a clear and concise statement of
21 the reasons for the appeal, and the specific remedy sought. The Assistant
22 Superintendent, Human Resources, shall communicate his decision within ten (10) days
23 after receiving the appeal. Either the grievant or the Assistant Superintendent, Human
24 Resources may request a personal conference within the above time limits. If the
25 Assistant Superintendent, Human Resources does not respond within the time limits, the
26 grievant may appeal to the next level.

27 **4.16 Level Three:** If the grievance is not resolved in Level II, a written notice of appeal
28 to Level III shall be served to the District within ten (10) days following the disposition of
29 the grievance in Level II. If requested by either party, the issue shall be submitted to
30 mediation. A mediator appointed by the State Conciliation Service will hear both
31 positions and render non-binding suggestions in the hope that a solution will result.

32 **4.17 Level Four:** In the event the grievance has not been satisfactorily settled at Level
33 III, the grievant may appeal to the Association, which will within ten (10) days submit a
34 request in writing to the Superintendent for binding arbitration of the dispute.

1 The Association and the District shall attempt to agree on a binding arbitrator. If
2 no agreement can be reached, they shall request the State Conciliation Service to supply
3 a panel of five (5) names of persons experienced in hearing grievances in public schools.
4 Each party shall strike a name until only one name remains. The remaining panel
5 member shall be the binding arbitrator. The order of striking shall be determined by lot.

6 The fees and expenses of the arbitrator and the hearing shall be borne equally by
7 the District and the Association. All other expenses shall be borne by the party incurring
8 them.

9 The arbitrator shall, as soon as possible, hear evidence and render a decision on
10 the issue or issues submitted to him/her. If the parties cannot agree upon a submission
11 agreement, the arbitrator shall determine the issues by referring to the written grievance
12 and the answers thereto at each step.

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

15 The arbitrator's decision must be limited to the specific issue or issues submitted
16 to him/her, and based upon the arbitrator's interpretation of meaning or application of the
17 language of the Agreement.

18 After a hearing and after both parties have had an opportunity to make written
19 arguments, the arbitrator shall submit in writing to all parties his findings and decisions,
20 which shall be binding to the Board of Education, the unit members, and the Association.

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1 **ARTICLE 5 - ASSOCIATION SECURITY/PAYROLL DEDUCTIONS**

2 **5.1** The District will deduct from the pay of Association members and pay to the
3 Association the normal and regular Association membership dues as voluntarily authorized
4 in writing by the employee on the District form, subject to the following conditions:

5 **5.1.1** - Such deduction shall be made only upon submission of the District form to
6 the designated representative of the District, duly completed and executed by the
7 employee and the Association.

8 **5.1.2** - New, changed, or discontinued deduction notices must be received by the
9 Colton Joint Unified School District Payroll Office no later than the twenty-fifth day
10 of the month to have the necessary adjustments prepared for the warrant to be
11 issued for the first pay period of the following month. Payroll deduction changes
12 received after the twenty-fifth day of the month will not be processed for the next
13 month's deductions.

14 **5.1.3** - All unit members covered by this Agreement who voluntarily are, or who
15 voluntarily become, members of the Association following the date of the signing
16 of this Agreement, shall, as a condition of their employment, remain members of
17 the Association during the term of this Agreement. The District shall deduct, in
18 accordance with the CSEA Dues and Service Fee Schedule attached hereto and
19 marked Appendix VI, dues or service fees from the salary warrant of any current
20 unit member. At the option of the unit member, payment of dues or service fees
21 may be made directly to the Association in advance, on a monthly or annual
22 basis.

23 **5.2** The Association shall indemnify and reimburse the District for attorneys' fees, all
24 costs, expenses, fees, and judgments incurred by the District and, further, shall
25 fully indemnify the District against any and all lawsuits or other legal proceedings
26 which may be brought about against the Board or District personnel arising out of
27 and in connection with the enforcement of this Article.

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1 **ARTICLE 6 - COMPENSATION**

2 **6.1** The regular rate of compensation for each position in the bargaining unit shall be
3 as set forth in Appendix III, Salary Schedule. The regular rate of pay shall include any
4 shift differential, longevity increments, etc. required to be paid under this Agreement.

5 **6.2** The District will provide information concerning deductions from the unit member's
6 pay warrants for those items which are set forth on the standardized San Bernardino
7 County Earnings, Deductions and Leave Statement that is attached to each pay warrant.
8 No optional salary deductions will be made from the unit member's earnings without
9 written authorization from the unit member.

10 **6.3** Whenever an error is made in a calculation or reporting of any unit member's
11 payroll or in the payment of any unit member's salary, the District shall, subject to the
12 limitations imposed by the County Payroll Service, within five (5) days following mutual
13 determination of such error, provide the unit member with a supplemental payment and a
14 statement of the correction.

15 **6.3.1** - When a unit member receives an overpayment in any pay period, such unit
16 member and a CSEA representative shall meet with the District's Director of
17 Accounting or District designee in order to discuss and mutually agree upon a
18 repayment schedule. Furthermore, a repayment contract will be entered into
19 between the unit member and the District so that all parties are aware of the
20 repayment schedule. If so designated by the unit member, he/she may meet with
21 the District without a CSEA representative.

22 **6.3.2** - The District shall notify the unit member of any overuse of the leave
23 provisions. When an overuse of the leave provisions has been determined by the
24 District, a meeting as outlined in 6.3.1 above shall be held and a repayment
25 schedule shall be developed at this meeting. The parties shall determine the
26 outcome of any subsequent overuses for the remainder of the school year. This
27 outcome shall be agreed to by the unit member, the District and CSEA.

28 **6.3.3** - The repayment must be completed by the end of the current calendar year
29 or fiscal year.

30 **6.4** Unit members shall be granted longevity service increments of two and a half
31 percent (2.5%) starting with the 10th, 15th, 20th, 25th year, and each five-year period of
32 service thereafter. Increments to be effective July 1st and will be computed on a
33 compounded basis.

34 **6.5** All bargaining unit members, with the exception of the Child Development

1 Program classifications (Salary Schedules “D” and “E”), shall be eligible for the School
2 Board approved professional growth program which is set forth in Appendix IX, Classified
3 Professional Growth Program. Professional growth shall not be compounded.

4 Example of calculation of 6.4 and 6.5:

5 LI = Longevity Increment

6 BS = Base Salary (which could include Split Shift and Late Shift Differentials)

7 PGI = Professional Growth Increment

8 Unit member with three Longevity Increments plus two Professional Growth Increments:

9 Pre 12/1/97 Grandfather Clause:

10 Base Salary x 1st LI x 2nd LI x 3rd LI x 10% PGI =Total Salary

11 Post 12/1/97 Appendix IX:

12 Base Salary x 1st LI x 2nd LI x 3rd LI + \$3,000 PGI =Total Salary

13 **6.6 Bilingual Skills Differential:** A full-time unit member whose job classification
14 does not require bilingual skills as a condition of employment and who is responsible for
15 communicating with people in a language other than English (including sign language)
16 and performs this duty on a regular basis, and whose use of this language is a significant
17 benefit to the operation of the District, shall be granted a monthly differential.

18 a. Qualified unit members approved by the District shall be granted \$50 per
19 month for verbal bilingual communication skills when required;

20 b. Qualified unit members required to perform written translations on a regular
21 basis shall be granted \$75 per month;

22 c. This differential shall not be used in situations when only occasional use of
23 bilingual skills is required;

24 d. Qualified unit members shall be unit members who have passed the District's
25 bilingual skills tests for verbal communication and/or written translation. The
26 District reserves the right to require periodic testing of qualified unit members to
27 evaluate the rating of the Bilingual Differential. The Bilingual Differential shall be
28 granted by the Superintendent or his designee;

29 e. Unit members receiving a Bilingual Skills Differential shall not be required to
30 perform those duties normally assigned to a classification requiring bilingual skills
31 except under circumstances mutually agreed to by the unit member and the
32 District;

33 f. Bilingual Skills Differential shall not be paid to unit members whose job
34 classification requires bilingual skills as a condition of employment;

- 1 g. The Bilingual Skills Differential for any unit member may be terminated at any
2 time by the District or the unit member at which time the differential shall no
3 longer be paid;
- 4 h. The Bilingual Skills Differential shall be pro-rated for regular part-time unit
5 members;
- 6 i. The District retains the sole right to determine the number and the placement of
7 positions to be paid the Bilingual Skills Differential.

8 **6.7 Alternative Retirement Plan for Unit Members Working Less Than Four (4)**
9 **Hours Per Day**

10 **6.7.1** - IRS CODE 3121 (B) (7) (F) requires, effective July 1, 1991, that all unit
11 members working less than four (4) hours contribute to PERS, Social Security, or
12 a qualified alternative plan at a rate of 7.50% of total wages earned.

13 **6.7.2** - The District agrees to pay 30% of the 7.50% or combined Social Security
14 and Medicare rate, of the total wages earned.

15 **6.7.3** - The District and Bargaining Unit agree to hold each party harmless as set
16 forth in hold harmless agreements adopted by County Counsel and Bargaining
17 Unit Counsel.

18 **6.7.4** - The Bargaining Unit shall select the alternative plan. All unit members
19 affected shall pay any and all additional costs connected therewith any alternative
20 plan selected. No individual unit member shall have an option to withdraw from
21 the selected alternative plan unless it is the desire of the Bargaining Unit to
22 withdraw in total.

23 **6.7.5** - Withdrawal shall be in accordance with the alternative plan agreement and
24 any and all additional costs connected with the withdrawal shall be an expense of
25 the unit member.

26 **6.8 Mileage Reimbursement** –

27 **6.8.1**-Any unit member required to work at a work site on a temporary assignment
28 which is more than four (4) miles from his/her normal work site shall be compensated
29 for the total mileage difference between his/her normal work site and his/her
30 temporary work site, at the amount established by the Internal Revenue Services
31 (IRS) for reimbursement for mileage.

32 **6.8.2**- Any use of a unit members personal vehicle for travel from one work site to
33 another during the course of their regular work day, shall be reimbursed for the total
34 mileage at the amount established by the Internal Revenue Services for mileage.

1 **ARTICLE 7 - SALARY CLASSIFICATION**

2 **7.1** Every bargaining unit position shall be placed on a class, which is determined by
3 the duties outlined in the job description. Each class is assigned a salary range. The
4 District shall notify the Association of any new salary classifications. If the Association
5 does not agree with the proposed salary range, it must request to meet and consult on
6 the salary recommendation within ten (10) days of receipt of the District notice. If there is
7 no written response, the District may proceed. If the parties cannot agree, thereupon,
8 either party or both parties may petition PERB for a declaration of impasse. The
9 assignment of salary range to a class shall be known as a "salary classification". A new
10 unit member shall start at step one (1) of the Salary Schedule, unless prior experience or
11 education directly related to his/her job assignment is of sufficient value to warrant
12 assignment to a higher increment step of the Schedule as determined by the Assistant
13 Superintendent, Human Resources.

14 **7.2** **Salary Reassignment** - Reassignment to a different classified position as a result
15 of one of the following factors may result in placement at a higher or lower salary range.

16 **7.2.1** - **Unit member initiated placement in a position at a higher salary**
17 **classification** - The unit member will be placed at the step on the new range,
18 which provides at least two percent (2%) above his/her previous salary
19 placement.

20 **7.2.2** - **Unit member initiated placement in a position at a lower salary**
21 **classification** - The unit member will be placed at the step on the new range,
22 which is closest in dollar amount to his/her previous salary placement.

23 **7.2.3** - **Placement of unit member to a lower salary classification** - The unit
24 member shall continue at his/her former salary rate for a period of one (1) year.
25 At the end of one (1) year, the unit member will be placed at the step on the new
26 range, which is closest in dollar amount to his/her previous salary. The unit
27 member will move to the next higher salary increment, if any, at the end of the
28 current fiscal year.

29 **7.3** **Re-Classification**

30 **7.3.1** - Whereas a result of the gradual increase of duties being performed by a
31 unit member, and where the duties will be extended on a continuing basis, the
32 incumbent shall be entitled to have the position considered for an upgrade to a
33 higher classification. The appropriate request form shall be completed by the unit
34 member and submitted to the Human Resources Division Office. All requests

1 shall annually be submitted by the second Monday in January, at which time, the
2 Reclassification Committee will convene within twenty (20) workdays in an effort
3 to reach concurrence on all submitted reclassification requests.

4 **7.3.2** – All reclassification requests shall be reviewed by a Reclassification
5 Committee composed of three (3) CSEA appointees and three (3) District
6 appointees. The Committee shall review each request and make its
7 recommendations to the Board of Education for its approval or disapproval. The
8 decision of the Board will be final, and not subject to the grievance procedure
9 contained in Article 4 of this Agreement. Employees will be notified when the
10 Committee makes a recommendation to the Board, and the Board’s decision will
11 be communicated within thirty (30) workdays.

12 **7.3.3** - When a unit member occupies a position which is reclassified to a higher
13 range because of the comparability study or revision of duties, that person will be
14 reassigned to the reclassified range at the same increment (step) occupied prior
15 to the reclassification; such change to be effective July 1 following the position
16 reclassification.

17 **7.3.4** - Any upward salary adjustments resulting from a reclassification study
18 shall be limited to three (3) ranges or seven and one-half percent (7.5%),
19 unless mutually agreed upon by the District and CSEA that a unit member
20 needs special consideration.

21 **7.3.5** A unit member cannot submit a reclassification request the following year
22 that their classification was reviewed and up graded to a higher job
23 classification.

24 **7.4 Annual Experience Increment Advancement** - Advancement in step status
25 occurs annually when the unit member's work has been classified as satisfactory.
26 All annual step raises (increments) and longevity anniversary increments will be
27 on July 1. Unit members hired on or after March 1 will not move to the next step
28 until the July 1 following one (1) full year of service in that classification. Any unit
29 member who is not in a paid status for a minimum of .75 of the unit member's
30 contract year will not advance in step increment or longevity for such contract
31 year, and further provide that such unit member otherwise had the opportunity to
32 work at least .75 of that contract year.

33 **a. Review of Job Classifications:**

34 Job classifications shall be reviewed on a rotational basis to ensure job

1 classifications, titles, and salaries are current. Benchmark districts will be
2 Fontana, Rialto, San Bernardino City and Redlands. Job classifications shall be
3 reviewed every six (6) years as follows:

4 7.4.1 Information Technology/ Purchasing / Health

5 7.4.2 Clerical / Secretarial / Security

6 7.4.3 Instructional Services / Library/Media / Community/School Relations

7 7.4.4 Fiscal Services / Printing / Nutrition Services

8 7.4.5 Transportation / Warehouse / Other

9 7.4.6 Custodial / Grounds / Maintenance

10 Any changes shall be effective July 1st of the following year. When a unit member
11 occupies a position, which is reallocated to a higher range as a result of a job
12 classification review, that person shall be reassigned to the reallocated range at the same
13 increment (step) occupied prior to the reallocation where the reallocation is from one (1)
14 to three (3) ranges. If the reallocation is more than three (3) ranges, the unit member will
15 be placed at the next increment (step) that is at a higher salary rate than their current
16 salary placement.

17 **7.5** **Transportation Hours** - Unit members whose contract calls for “four (4) hours or
18 more per day” and whose hours vary during any pay period, shall be paid for actual hours
19 worked.

20 **7.6** **Number of Pay Periods Per Year** – A unit member working a minimum of 10
21 days in the month of July will receive full pay (semi-monthly) for that month. A unit
22 member working a minimum of 10 days in the month of August will receive full pay (semi-
23 monthly for that month. Months of September through June will be paid in 20 equal
24 payments. Pay is received in 18, 20, 22, or 24 equal payments depending on work year.

25 When a unit member terminates, the final warrant will be adjusted to the actual
26 number of days worked, plus earned vacation and holidays accrued in accordance with
27 Article 13, Section 13.13, at the time of the termination.

28 **7.6.1** - Less than 24-payment employees may choose deferred net pay options,
29 when available through County Payroll.

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1 **ARTICLE 8 - HEALTH & WELFARE BENEFITS**

2 **8.0 Eligibility** - A unit member must be employed in a position of four (4) or more
3 hours a day, or a minimum of twenty (20) hours a week, to be eligible to participate in the
4 benefit plans of the district.

5 **8.1 District Benefits**

- 6 Hospitalization /Medical Plan*
- 7 Dental Plan*
- 8 Individual dental (part time employees only)
- 9 Life insurance \$ 25,000 (full time only - no proration)
- 10 IRC - 125*

11 Except as provided in Section 8.1.1, the District will fully fund benefit costs for a 7-hour or
12 more employee through the expiration of the Agreement. Specific coverage of each
13 benefit plan may change yearly based on recommendations of the Benefits Advisory
14 Committee. Any change in benefits listed above will be subject to negotiations. Any
15 increase in District benefit cost may be considered as a part of salary negotiations.

16 **8.1.1 Unit Members Hired After June 30, 2006** - The District shall fully fund on
17 behalf of the unit members hired on July 1, 2006, or thereafter, the lowest cost
18 HMO and dental plans offered. If the unit member chooses to participate in a
19 more expensive hospitalization / medical or dental plan offered by the District, the
20 unit member shall pay the additional cost through monthly payroll deduction.
21 Such unit members employed for less than seven hours per day shall be entitled
22 to prorated benefits as set forth in Section 8.2 below.

23 **8.2 Proration of Benefits** - Eligible unit members employed less than 7 hours a
24 day/35 hours a week may choose specified* District benefits on a pro-rated basis as
25 listed below. Part-time unit members will pay his/her portion of the premium through
26 payroll deduction on an equal basis per pay period. The District will post rates in the
27 benefits office during open enrollment. The payments may vary, but will never exceed
28 the percentages listed below.

29	<u>Hours per day</u>	<u>% employee cost</u>
30	4 hrs	50.00 %
31	4 hrs 15 min	46.88 %
32	4 hrs 30 min	43.75 %
33	4 hrs 45 min	40.63 %
34	5 hrs	37.50 %

1	5 hrs 15 min	34.38 %
2	5 hrs 30 min	31.25 %
3	5 hrs 45 min	28.13 %
4	6 hrs	25.00 %
5	6 hrs 15 min	21.88 %
6	6 hrs 30 min	18.75%
7	6 hrs 45 min	15.63 %

8 **8.3 Effective dates of insurance** - District benefit plans are in effect July 1 through
9 the following June 30.

10 **8.4 Deductions & Payments** - Payments to District benefit plans are made equally
11 during the year. Any deductions authorized by the unit members will correspondingly be
12 deducted July through June. (July for August coverage, etc.)

13 **8.5 Continuation of Plan** - Authorized deductions for District or Voluntary benefit
14 plans will be continued unless requested in writing by the unit member to discontinue
15 during open enrollment. Adjustments of any necessary payroll deductions will
16 automatically be made to reflect rate changes and/or changes in the amount of the unit
17 member's contribution.

18 **8.6 Application for District Benefits**

19 a. A newly eligible unit member may select medical and/or dental coverage within
20 thirty (30) days of becoming eligible (the effective date of action, as identified on
21 the top of the D-67). The unit member is responsible for initiating the request for
22 this new coverage. Applications are to be completed and returned to the District
23 benefits office before the new coverage can be initiated. Coverage initiated
24 between the 16th and the 30th and the 1st to the 15th of the following month will
25 become effective on the first of the month following the 15th. The District will
26 make every effort to notify the employee of their eligibility;

27 Example: A 3-hour unit member who becomes a 6-hour unit member effective
28 September 10 will have until October 9 to apply for coverage.
29 Application completed and returned by September 15; coverage effective
30 October 1.
31 Application completed and returned by September 20; coverage effective
32 November 1.
33 Application completed and returned by October 9; coverage effective
34 November 1.

1 **b. A previously eligible unit member** may select such coverage only during open
2 enrollment, May 1 through June 15 with coverage to become effective July 1.

3 **8.7 Voluntary Benefit Deductions**

- 4 Disability Insurance * Life Insurance
- 5 Cancer Insurance Tax Shelter Annuity
- 6 Credit Union **
- 7 EFT - Electronic Fund Transfer - full paycheck**

8 Eligible unit members may request payroll deduction for any county authorized voluntary
9 payroll deduction on a voluntary basis, subject to all State, Federal, County, and District
10 requirements.

11 Voluntary deduction requests shall be received in the payroll department totally
12 completed, no later than the last working day of the month prior to their initial deduction.
13 All deductions will begin on the first payroll of the month.

14 Voluntary deduction drop requests shall be received in the payroll department no
15 later than the last working day of the month. All drops are effective on the first payroll of
16 the month. A voluntary deduction placed in the Districts IRC-125 plan, may only be
17 terminated during open enrollment.

18 * CSEA has recommended and/or special policies – See CSEA for information

19 ** may be initiated or dropped any pay period with a 15 day advance notice.

20 **8.8 Leaves of Absence** - Unit members on Board authorized leaves of absence
21 without pay shall have the option of continuing District insurance plans at their own
22 expense during the period of unpaid leave. Leave of absence extending more than 90
23 days will be placed under the Consolidated Omnibus Budget Reconciliation Act (COBRA)
24 plan for up to 18 months.

25 **8.9 Paid Hospitalization/Medical Retirement Incentive Program** - The District will
26 continue hospital/medical plan for the unit member, up to two (2) party coverage, for ten
27 (10) years or until the unit member turns 65 or reaches Medicare's minimum eligible age.
28 Coverage is contingent upon limitations or conditions that the carrier may set forth. The
29 unit member must meet all of the provisions of this Article.

- 30 **a.** Unit member's age is fifty (50) or above;
- 31 **b.** Completion of 15 years of benefit eligible service with the District. (20 hours a
32 week or more);
- 33 **c.** Letter of resignation received thirty (30) days prior to retirement date.

34 (cont)

1 **Example:** A full time unit member:
 2 15 years x 8 hours = 120 units = 100% of premium paid
 3 **Example:** A part time unit member:
 4 5 years x 4 hours = 20 units
 5 6 years x 5 hours = 30 units
 6 4 years x 6 hours = 24 units
 7 15 years = 74 units 74/120 = 61.6% premium paid

8 **d.** If the unit member or spouse becomes Medicare eligible, they must pledge
 9 both parts a. and b. of their Medicare to the District's medical plan and the
 10 District will provide a supplement plan. The supplement plan shall be as close
 11 to regular District benefits as available.

12 If a retiree moves out of state, where the District does not have a plan available, the
 13 District will reimburse the retiree for the lesser of the actual cost to the retiree for the
 14 insurance or the average of the HMO premiums available if they stayed in the state,
 15 providing the following conditions are met: a) The retiree secures health insurance of
 16 their choice, b) shows proof of coverage, and c) provides a receipt of payment or
 17 canceled check.

18 If a husband and wife are both unit members, and both retire at the end of the same
 19 month, or during the same school year, the District will pay for only one (1) medical
 20 program.

21 Should one (1) spouse die, the eligibility for medical insurance coverage under this Article
 22 would automatically transfer to the surviving spouse.

23 **8.10 Retirees - Right To Purchase** - Unit members who retire from the District shall
 24 have the option of continuing District insurance plans (excluding life insurance) at their
 25 own expense, at the established group rate. Coverage is contingent on there being no
 26 break in coverage under District plans, and subject to any limitations imposed by the
 27 insurance carrier. The retired unit member will be responsible for submitting payment for
 28 the insurance premium to the benefits office of the District on the time schedule
 29 established by the District. Failure to meet the premium payment schedule will result in
 30 the retired unit member being terminated from the District's insurance plans. The District
 31 shall make available to retirees a Medicare supplement plan, at the retiree's cost, when
 32 the benefits provided for in Sections 8.9 and 8.10 expire.

33 **8.11 Carriers and Coverage** - Specific carriers and coverage of District insurance
 34 plans shall be mutually agreed to by the Association and the District. Requests by either

1 party to change existing insurance plans must be submitted to the Benefits Advisory
2 Committee in a timely manner.

3 **8.12 Benefit Advisory Committee** - The District's Benefits Advisory Committee will
4 review and make recommendation of carriers and changes in coverage. The Committee
5 to meet at least quarterly and review plan premiums and proposed changes in legislation
6 along with the review and formulation of benefit requirements to meet plan and/or
7 legislative mandates. The Committee shall also review employee concerns to decide
8 whether a recommendation should be made to the District and bargaining units for
9 changes in the ongoing benefits of the District. CSEA will continue to be an equal
10 participant in this committee.

11 **8.13 Alternative Retirement Plan** - Unit members not in PERS, working less than four
12 (4) hours per day, shall have an alternative retirement plan. (See Article 6.7)

13 **8.14 Procedures for Bus Driver Benefit Deductions** - The benefits office receives
14 the average hours and sets-up the employee's medical and dental payroll deduction
15 according to the chart below.

16

Deductions For	Will Be Determined By Average Hours Worked	Deduction Effective Date
Sept - Nov	September – June of the previous school year	September 30 th
Dec - March	September - November of the current school year	December 15 th
April – June	September - March of the current school year	April 15 th

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1 **ARTICLE 9 - HOURS**

2 **9.1 Workday and Workweek** - The workweek begins at midnight, 12:01 a.m. on
3 Monday and ends at midnight on the following Sunday. The regular workweek of a
4 full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8)
5 hours, excluding a lunch period of not less than one-half (.5) hour, and consisting of five
6 (5) consecutive days. The above does not preclude the extension of the forty (40) hour
7 workweek or the workday on an overtime basis.

8 **9.2 Scheduling of Duty Hours** - The scheduling of duty hours and workdays shall be
9 at the discretion of the District and subject to change, with ten (10) calendar days
10 advance notice except in case of emergencies. Each unit member shall be assigned a
11 regular minimum number of working hours per day and working days per year. All unit
12 members will be held accountable for strict adherence to the work schedule. If additional
13 time is needed the employee may submit a written request to their immediate supervisor
14 and the Human Resources Division. If a unit member has a worker compensation light
15 duty order from a doctor, the ten (10) calendar day notice required for a change of hours
16 may be waived and the unit member may be reassigned by the supervisor to duties and
17 time that meet the orders of the doctor.

18 **9.3 Yearly Calendar** - The setting of the yearly calendar is a management right. The
19 District has primary responsibility in developing a yearly calendar. CSEA shall have three
20 (3) representatives on the District Calendar Committee.

21 **9.4 Rest Periods** - All unit members who work four (4) hours consecutively shall be
22 allowed a rest period, which, insofar as practicable, shall be near the middle of each work
23 period, at the rate of fifteen (15) minutes. The employee's immediate supervisor has the
24 authority to specify the time for such breaks. Credit cannot be accumulated for rest
25 periods not used. However, rest periods of a total of thirty (30) minutes per day on
26 evening shifts or special work shifts may be scheduled to the mutual convenience of the
27 unit member and his/her immediate supervisor. Part-time employees are entitled to a
28 rest period in proportion to hours worked. Rest periods are to be observed at the work
29 site where the unit member is performing duty. If unit members leave that work site
30 during their rest periods, all travel time is to be considered part of the rest period.

31 **9.5 Lunch Periods** - All unit members shall be entitled to an uninterrupted lunch
32 period, without pay, after the unit member has normally been on duty at least four (4), but
33 not more than six (6) hours. The length of time for such lunch period shall be for a
34 minimum of one-half (.5) hour, but no longer than one (1) hour, and shall be scheduled

1 for full-time unit members at or about midpoint of each work shift. The unit member's
2 immediate supervisor has the authority to specify the exact time for the lunch period.
3 Time used for the lunch period may not be accumulated or combined with a rest period
4 time and used to shorten the normal workday. Lunch periods may be observed at the
5 work site where the unit member is performing duty. If unit members leave that work site
6 during their lunch break, all travel time is to be considered part of the lunch break period.
7 A unit member who is scheduled to take a half-hour lunch period and also having custody
8 and/or responsibility for the security of his/her work location shall be required to have
9 written permission from the immediate supervisor to leave the work location at the lunch
10 period. Infrequent absences during the lunch period are permitted with prior approval of
11 the supervisor. A unit member who leaves the work site where burglar alarms are in
12 operation must code out prior to leaving the site and code in when returning from the
13 lunch/dinner break. Unit members who must leave their work sites on emergencies, day
14 or evening, must inform their immediate supervisor prior to leaving the site.

15 **9.6 Overtime** - For the purposes of this Article, overtime is defined as any time
16 required to be worked in excess of eight (8) hours in any one (1) workday, or any time in
17 excess of forty (40) hours in any one (1) workweek. For the purpose of computing the
18 number of hours worked, time during which the unit member is excused from work
19 because of holidays, sick leave, vacation, compensated time off, or other paid leaves of
20 absences shall be considered as time worked by the unit member. The District retains
21 the right to order overtime when necessary, in accordance with needs of the District.

22 **9.6.1** – Except as otherwise provided therein, all overtime hours, as defined in this
23 Article shall be compensated at the rate of pay equal to one-and-one-half (1.5)
24 times the regular rate of pay of the unit member for all work authorized. All hours
25 worked beyond the workday of eight (8) hours, or any time in excess of (40) hours
26 in any workweek shall be compensated at the overtime rate. The overtime work
27 will be distributed as equally as possible within the work force qualified to perform
28 those needed services.

29 **9.6.2** - No employee will work overtime unless authorized by the Superintendent,
30 Assistant Superintendent, Human Resources or Assistant Superintendent,
31 Business. However, in an emergency situation, the site administrator or
32 supervisor may authorize overtime.

33 **9.7 Compensatory Time** – The District may provide compensatory time off at a rate
34 equal to one-and-one-half (1.5) times the regular rate of pay for unit members designated

1 by the District and authorized to perform such overtime. Compensatory time of must be
2 taken within sixty (60) days following the time when it was earned

3 **9.8 Split Shifts** - Unit members may be designated by the District to perform work
4 duties on a split shift basis. Unit members whose assigned shift contains one (1) or more
5 periods of unpaid time and whose total exceeds two (2) hours, including the lunch period,
6 shall be paid a split shift differential premium of two-and-one-half percent (2.5%) above
7 the regular rate of pay for all hours worked. The minimum split shift for bus drivers will be
8 ten (10) minutes. Bus drivers will clean their bus during any paid layover period that
9 occurs due to the minimum split shift requirement.

10 **9.9 Scheduled Workdays** - The number of scheduled workdays for unit members
11 shall be shown in Appendix V.

12 **9.10 Time for Voting** - If, during an emergency overtime situation, a unit member's
13 work schedule is such that it does not allow sufficient time to vote in any Federal, State,
14 or local election in which the employee is entitled to vote, the District shall arrange to
15 allow sufficient time for such voting by the unit member without loss of pay.

16 **9.11 Call-In** - Any unit member called in to work on a day when the employee is not
17 scheduled to work shall receive a minimum of one (1) hour at the rate of
18 one-and-one-half (1.5) times his regular hourly pay.

19 **9.12 Call-Back** - Any unit member called back after the completion of his/her regular
20 assignment shall be compensated for a minimum of one (1) hour of work at the rate of
21 one and one half (1.5) times his/her regular hourly pay.

22 **9.13 Temporary Assignments** - When a unit member is temporarily assigned, by the
23 Assistant Superintendent, Human Resources, or designee, to perform the duties of a
24 person in a higher salary range for any period of time which exceeds five (5) working
25 days within a fifteen (15) day calendar period, he/she shall be paid at the higher
26 classification for the entire period during which he/she was required to work out of
27 classification. The pay step on the higher salary range shall be on the next higher dollar
28 figure over the unit member's regular pay, or Step 1, whichever is greater.

29 **9.14 Shift Differential Premium** - When one-half or more of a full-time (8 hours per
30 day) unit member's regularly assigned work falls after 6:00 p.m., he/she shall receive a
31 shift differential premium of five percent (5%) above the regular rate of pay for all hours
32 worked.

33 **9.15 Bus Driver Hours**

34 **9.15.1 - Sign On Time** - Unit members will be provided a five (5) minute on-duty

1 sign-on time for their first morning sign-on only. At all other sign-on times, unit
2 members shall start their work time at their bus. Unit members shall continue to
3 notify Transportation of their arrival at work by signing in before each scheduled
4 work period. Unit members shall not conduct or allow personal business to
5 interfere with their pre-trip bus inspection or adherence to their route schedules.

6 **9.15.2 - Pre Trip Bus Inspection and "Sweep Time" (Interior Cleaning)** - Unit
7 members will be provided adequate on-duty time each morning to perform a pre-
8 trip bus inspection. They will also be provided adequate on-duty "sweep time" at
9 some point during their workday as indicated below:

<u>Bus Type</u>	<u>Pre-Trip</u>	<u>"Sweep Time"</u>
11 Transit	15 minutes	10 minutes
12 Conventional	15 minutes	10 minutes
13 Mini	10 minutes	5 minutes

14 **9.15.3 - General Bus Cleaning** - Unit members shall use their on-duty "layover"
15 (non-driving) time between school runs and field trips to perform needed bus
16 cleaning. Subject to pre-approval and inspection, unit members may submit a
17 "Bus Cleaning Request Form" at anytime their bus needs additional cleaning that
18 cannot be completed during their "sweep" and/or "layover" time.

19 **9.15.4 - Assigning of Bus Routes** - The District shall determine the routes, bus
20 and driver assignments to maintain the efficiency of the District's operations.
21 Regardless of any other provisions in this Section, the District shall retain the right
22 to assign any bus or route to any unit member. All bus routes are subject to
23 change throughout the year.

24 Before the beginning of each traditional school year, unit members will be allowed
25 to bid on their routes based on their date of hire in class and the capacity of their
26 assigned bus. If a unit member is unavailable to bid on the date selected by the
27 District, the unit member may select a proxy to bid on their behalf. If no proxy is
28 selected, the District will assign the route(s) with the most available daily hours to
29 the unit member.

30 Unit members may bid on a route or a combination of routes made available by
31 the District, not to exceed seven (7) hours and forty-five (45) minutes per day.
32 Other assignments may be added to the route(s) such as fueling, new
33 assignments, returning students, etc., that may require a unit member to work up
34 to eight (8) hours per day. However, the District will reassign any route

1 assignment(s) that cause a unit member to exceed eight (8) hours per day.
2 Unit members who bid on route(s) that decrease by more than 2.5 hours per week
3 because of track changes, class closings or a permanent reduction in the student
4 count, will be offered other assignments so the affected unit member's weekly
5 average is maintained within 2.5 hours of their original weekly bid. This may
6 require the District to offer the affected unit member short notice/extra work
7 assignments and/or field trips out of rotation and before any other unit member. It
8 may also require the unit member to drive a bus with a different capacity.

9 In the event the District cannot provide the affected unit member weekly
10 assignments within 2.5 hours of their original weekly bid, the unit member will
11 have additional runs or routes added to their assignment from the least senior unit
12 member. If the assignments of the least senior unit member do not fit in with the
13 affected unit member's current assignment(s), or if the change would cause the
14 least senior unit member's assignment to go below four (4) hours per day, it may
15 require the affected unit member to change buses/routes or it may require the
16 District to go to the next least senior unit member(s), and so on, until additional
17 runs or routes from one (1) or more of the least senior unit members are
18 determined to fit in with the affected unit member's assignment(s). The affected
19 unit members may also request not to have new assignments added as indicated
20 above and continue with fewer hours on their existing assignment(s).

21 **9.15.5 - Assigning of Field Trips** - The District shall assign field trips to unit
22 members to maintain the efficiency of the District's operation using the guidelines
23 set forth in this Article. Regardless of any other provisions in this Section, the
24 District shall retain the right to assign any field trip or extra assignment on the
25 same basis and for the same reasons as it has in the past.

26 **9.15.6 - Notice** - The Field Trip Assignment Log will be posted each Thursday or
27 sooner for the following week's trip assignments. Unit members shall be required
28 to cover any field trip assigned to them on the log. It is the responsibility of each
29 unit member to check the log for his or her assignment(s). Unit members will be
30 notified via their mailbox of any changes or additions to the "current" week's Field
31 Trip Assignment Log. Except for emergency situations, unanticipated trips that
32 are assigned with less than twenty-four (24) hours notice may be declined (or
33 weekend trips with less than 48 hours notice may also be declined). If an
34 assigned trip poses a hardship, a unit member may request a trip reassignment,

1 subject to coverage availability and the Transportation Department's approval.
2 Insofar as practicable, at least three (3) unit members will be offered the declined
3 trip and/or reassignment request prior to a Substitute Bus Driver receiving the
4 assignment(s).

5 **9.15.7 - Short Notice/Extra Work Assignments** - Unit members available to cover
6 short notice (less than twenty-four (24) hours) and/or extra work assignments will
7 be assigned from a sign-up sheet that will be posted each Friday for the following
8 week's assignments. Unit members may sign-up for one (1) or more days each
9 week and they shall be required to cover any and all extra work assignments they
10 receive. Any unit member who does not accept any and all extra work
11 assignments on a day they indicated that they were available, will not receive any
12 short notice and/or extra work assignments for five (5) working days. Insofar as
13 practicable, at least three (3) unit members will be offered the assignment(s) prior
14 to a Substitute Bus Driver receiving the assignment(s).

15 **9.15.8 - Night and Weekend Trips** - All unit members shall be required to cover
16 night (returning after 8 p.m.) and weekend trips. The Transportation Department
17 will maintain a count of the number of trips each unit member completes. These
18 assignments will be rotated among all unit members. The actual number of
19 assignments per unit member will vary and depend on the number of trips
20 requested by schools.

21 Insofar as practicable, unit members will be offered the weekend trip prior to a
22 substitute bus driver receiving the assignment(s).

23 **9.15.9 - Six (6) or More Hour Trips** - The Transportation Department will maintain
24 a count of the number of six (6) or more hour trips each unit member completes.
25 These assignments will be rotated among all unit members. The actual number
26 of assignments per unit member will vary and depend on the number of trips
27 requested by schools. If the trip is assigned as a "drop and return" unit members
28 may request to remain at the site.

29 Unit members who are approved to remain at the site will have one of the
30 following two options: 1) will be paid for the time they would have traveled; 2)
31 shall spend their standby time at the field trip location cleaning their bus and will
32 be paid for the time that has been approved at the regular or overtime rate as
33 appropriate. The unit member's bus shall be subject to inspection upon return to
34 the Transportation Yard.

1 **ARTICLE 10 - ASSIGNMENTS**

2 **10.1 Definition** - Assignment means an appointment to a position within the bargaining
3 unit. For the purpose of this article, the following definitions shall be in effect:

4 10.1.1 **Transfer** is a change of the unit member's worksite without a change in
5 classification.

6 10.1.2 **Reassignment** is a change from one position or classification to another
7 at the same salary range.

8 10.1.3 **Promotion** is a change in one job classification to another at a higher
9 salary range.

10 10.1.4 **Voluntary demotion** is a change in one job classification to another at a
11 lower salary range.

12 10.1.5 **Promotional Applicant**: A unit member seeking a promotion, who meets
13 the minimum requirements for the position, has passed the required
14 examinations for the position.

15 10.1.6 **Transfer Applicant**: A unit member seeking a transfer in the same
16 classification.

17 **10.2 Unit Member Initiated Change of Assignment** - The District will consider all unit
18 member initiated on-line applications and will interview each qualified unit member
19 submitting such forms. The District management shall post all known bargaining unit
20 vacancies and e-mail the job posting(s) to the Association Chapter President. In addition,
21 at least two business days prior to the job posting opening, the District shall provide to
22 the Association Chapter President the following information: the position being posted;
23 the hours per day and work calendar for the position; and who will be able to apply for the
24 position (e.g. "open to outside" or "open to current regular employees").

25 **10.2.1** - Vacant positions shall be filled, whenever possible by qualified unit
26 members, within sixty (60) days. No posted vacancies shall be permanently filled
27 until six (6) calendar days after the notice of the vacancy has been posted. Those
28 persons who qualify shall remain on an eligibility list for a period of six (6) months.
29 If the vacancy is filled by a unit member requesting a transfer or the original
30 posted job subsequently becomes vacated within ninety (90) days of the original
31 selection, this list may be used for selection without posting again for this position.

32 **10.2.2** - Any permanent unit member as defined in Article 11.2 of this Agreement
33 may apply for Transfer, Promotion, Reassignment, or Voluntary Demotion to a
34 posted position by submitting an online application. A newly hired unit member

1 who has not passed his/her initial probationary period is eligible to apply only for
2 other positions in his/her classification, which result in increased hours and/or
3 change of job site.

4 **10.2.3** – Transfer, Reassignment, or Voluntary Demotion shall not affect a unit
5 member's salary increment date, accumulated sick leave, or accumulated
6 vacation. A promotion may affect a unit member's salary increment date.

7 **10.2.4** - Any qualified permanent unit member, who possesses the necessary
8 qualifications, meaning currently employed in the classification or related
9 classification, may be allowed by the District to fill a position where the unit
10 member is on long term leave for more than ninety (90) calendar days. If more
11 than one (1) unit member requests to fill said position, the guidelines set forth in
12 Article 10.3 shall determine the selection. This will give the unit member
13 experience in the position. Upon return of the unit member on leave, both unit
14 members shall return to their original duties.

15 **10.2.5** - The District may allow any qualified unit member who possesses the
16 necessary qualifications, meaning currently employed in the classification or
17 related classification, to temporarily fill a position where the unit member who is
18 assigned to that position is absent.

19 **10.3 Filling Vacancies** - In filling vacancies through Transfer, Promotion,
20 Reassignment or Voluntary Demotion, the following criteria shall be used; process, skills,
21 knowledge, abilities, work habits, job performance and affirmative action goals will be the
22 factors considered for the position. If the above considerations are determined to be
23 equal, preference shall be given to the applicant with the greatest seniority. For the
24 purposes of this Article, "seniority" shall be determined by the unit member's date of hire
25 as defined in Article 18.3.3.

26 **10.4 New Positions** - Existing classifications that are newly established in location or
27 department shall be posted not less than six (6) calendar days, [ten (10) calendar days
28 for "in-house" only postings] at all work locations prior to filling the vacancies, so that unit
29 members have an opportunity to file requests for Transfer, Promotion, Reassignment or
30 Voluntary Demotion .

31 **10.5 Administrative Transfers** - Transfers of bargaining unit members may be
32 initiated by the District management at any time, except for disciplinary purposes,
33 whenever such transfer is deemed to be in the best interest of the District, as defined by
34 the District management. The unit member affected by such transfer shall be given ten

1 (10) calendar days notice, and a conference will be held between the appropriate
2 management person and the unit member in order to discuss the reason for the transfer.
3 Transfer means a change in the unit member's work site without a change in
4 classification.

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1 **ARTICLE 11 - EVALUATIONS**

2 **11.1** Evaluations for unit members are meant to be corrective in nature, rather than
3 punitive and not to be used as means of disciplining a unit member, but rather as a
4 means of formal notification of performance, which if deficient, and if the deficient
5 performance continues, may lead to disciplinary action. Evaluation of each permanent
6 and probationary unit member shall be completed by the unit member's supervisor.
7 Permanent unit members shall receive a written evaluation at least, but not limited to,
8 once every twelve (12) calendar months. The District may elect to evaluate permanent
9 unit members who meet all "work performance standards" in prior written evaluations,
10 once every other year. The District shall notify unit members by December 1 if they will
11 not be evaluated during that school year due to meeting work performance standards on
12 the prior year's evaluation.

13 **11.2** Permanent unit members are those defined as having passed their initial period of
14 probationary service, twelve (12) calendar months, in their job classification. Permanent
15 unit members in a probationary status in a new position, because of promotion, shall be
16 evaluated at least one (1) time within the first six (6) months. Unit members, before
17 failing probation in their new classification, must have received an assistance plan and
18 not met the conditions of the assistance plan. Unit members returning back to their prior
19 classification shall be placed in accordance with Article 18 - Layoff and Reemployment.
20 The period of time served in the position to which promoted shall be counted, for seniority
21 purposes, as time served in the classification to which the unit member is being returned.
22 In the event the unit member's former classification (from which the unit member was
23 promoted) does not exist, the unit member shall be eligible to return to any other class in
24 which he/she has achieved permanency. If there is no vacancy in any classification in
25 which the unit member has achieved permanency, the District may make an assignment
26 to a related classification and/or where a vacancy exists and the unit member meets all
27 the qualifications of the existing vacancy.

28 **11.3** Probationary unit members shall receive at least, but not limited to, four (4)
29 evaluations throughout the probationary period. Probationary unit members shall receive
30 their first evaluation within the first three (3) working months of the probationary period.
31 The remaining evaluations must be at least four (4) weeks apart.
32 Nothing in this Section prevents a probationary unit member from being terminated prior
33 to receiving four (4) evaluations and serving twelve (12) calendar months in their job
34 classification.

1 **11.4** If the supervisor determines that the performance has become less than
2 satisfactory, the supervisor shall complete an assistance plan form to explore the
3 deficiencies and state corrective methods to change these deficiencies, as well as set a
4 time frame in which the deficiencies shall be corrected.

5 **11.5** A unit member shall be evaluated by the District supervisory and/or management
6 employee(s) having immediate supervisory responsibility for the employee. The unit
7 member will meet with the evaluator for a personal evaluation regarding the unit
8 member's job performance. Such evaluation shall be reviewed by the supervisor or a
9 management person at a higher level.

10 **11.6** The unit members' signature indicates only that the unit member has seen the
11 evaluation, and does not necessarily indicate concurrence with the evaluation. Upon
12 completion of the evaluation, the completed form and any attachments are forwarded to
13 the Human Resources Office. The written evaluation and other documents relating to a
14 unit members' work performance shall be filed in the unit member's personnel file in the
15 Human Resources Office.

16 **11.7** The period for evaluation shall be July 1 through June 30. For the annual
17 evaluation, permanent unit members will meet the District evaluator(s) no later than May
18 15th of that school year. Evaluator(s) may schedule evaluations during the school year
19 as long as each permanent unit member is evaluated at least once a year before the May
20 15th date.

21 **11.8** The unit member shall have the right to submit a written rebuttal to be attached to
22 the evaluation on file. Such rebuttals shall be submitted within ten (10) working days of
23 the evaluation date, with a copy to the evaluator and reviewer.

24 **11.9** The evaluation shall contain an appraisal of the unit member's performance and,
25 as appropriate, commendations or specific suggestions for the improvement of the unit
26 member's performance. Each unit member shall receive a copy of his/her evaluation.

27 **11.10** Judgment of the evaluator shall not be subject to grievance. However, if the
28 evaluator violates one (1) of the specific provisions of this Article, a grievance may be
29 filed concerning that specific violation.

30 **11.11** All evaluations will be made on form(s) provided by the District.

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1 **ARTICLE 12 - LEAVE PROVISIONS**

2 **12.1** The benefits which are expressly provided by this Article are the sole leave
3 benefits which are a part of this Agreement. It is agreed that other statutory or regulatory
4 leave benefits are not incorporated, directly or impliedly, into this Agreement, nor are
5 such benefits subject to the grievance procedure, Article 4.

6 **12.1.1** - A "day" as used in this Article shall mean a working day.

7 **12.1.2** - **Proration of benefits** - All leaves in this Section shall be prorated based on
8 a full time assignment, "A" work year.

9 **12.1.3** - **Immediate Family Defined** - For purposes of Article 12, immediate family
10 member shall be limited to grandparent, parent, sibling, spouse, child, grandchild,
11 including in-laws and any relative or person who is living in the immediate household
12 of the unit member.

13 **12.2 Sick and Injury Leave** - Full time unit members accrue twelve (12) days sick
14 leave per year. Unit members working less than a full time "A" work year will be prorated
15 in accordance with 12.1.2. In addition, all unit members regardless of their work year
16 shall receive an additional two (2) days sick leave based on the workday. Sick leave for
17 all unit members will be accounted for on an hourly basis. The amount of sick leave a
18 unit member may use at any time is the total amount credited to his/her account, whether
19 or not it has been earned. Sick leave is annually credited to the unit member's account in
20 advance at the beginning of the unit member's work year. A unit member on a continuing
21 long term absence will have the current years sick leave credited to their account on the
22 first day they return from long term leave. If they are unable to return from long term
23 leave, then they will be credited for that portion which has been earned at the end of their
24 long term leave.

25 **12.2.1** - **New Unit Member Restriction** - No newly hired probationary unit member
26 shall be allowed to take sick leave in excess of the number of actual days earned
27 during their first six (6) months of employment.

28 **12.2.2 – Use of Sick Leave**

29 Sick leave is accumulative with no maximum limit set. Unit members may use sick
30 leave for illness or disabling conditions, to visit a doctor, dentist, chiropractor,
31 recognized religious practitioner, or optometrist. Appointments should be made,
32 when possible, at the close of the school day or after regular working hours.

33 **a.** A unit member may use his/her credited sick leave anytime during the year;

34 **b.** Unit members who work summer school may utilize any sick leave

1 accumulated to date;

2 c. Sick leave used by a unit member will be charged in fifteen (15) minute
3 segments.

4 **12.2.3 - Overuse of Sick Leave** - A unit member must reimburse the District for any
5 over-use of sick leave in accordance with Article 6.3.2. When a unit member
6 terminates his/her employment with the District, he/she must reimburse the District
7 for any overuse of unearned sick leave. A deduction will be made from the unit
8 member's last pay warrant. If such deduction does not cover the amount due to the
9 District, then the unit member will be required to pay any owed amount.

10 **12.2.4 - Notification of Sick Leave** - Unit members are required to notify their
11 supervisors when they are to be absent for illness. If the absence for illness is to be
12 longer than one (1) day, subsequent notification for each day's absence is required
13 unless the duration of the absence can be stated at the time of the notification.
14 Notification of illness should be made to the principal or supervisor concerned at the
15 earliest possible moment so that coverage may be provided, if required. Such
16 phone calls should be made at least two (2) hours before work, if possible, but must
17 be made by the beginning of that unit member's workday. Prior to returning from a
18 sick/injury leave, the unit member must notify the immediate supervisor or the
19 Human Resources Office by 3:00 p.m. on the preceding day. Failure to provide
20 such notification may result in retention of a substitute and the charge of an
21 additional day of sick leave.

22 **12.2.5 - Reasonable Health Standard** - The District reserves the right to adopt
23 reasonable health standards as conditions of employment or the continuation
24 thereof, which in the District's judgment, may be necessary to insure the health,
25 safety, and instruction and welfare of students. The Superintendent or Assistant
26 Superintendent, Human Resources, may, when in the District's opinion a unit
27 member's absenteeism rate is such as to affect the learning and the welfare of
28 students concerned and/or job performance of the unit member, require such unit
29 member to provide a written report from a medical doctor verifying the nature and
30 the degree of the illness and also indicating that the unit member is able to assume
31 full responsibilities and duties of his/her assigned position. When a doctor's
32 statement, off-work order, and/or release is requested, the unit member must
33 comply, or his/her salary will be subject to full deduction.

34 **12.2.6 - Sick Leave Exceeds Five (5) Days** - If the illness or injury exceeds five (5)

1 consecutive days, an off-work-order from a certified medical specialist will be
2 required. The District will make all necessary inquiries in order to be fully informed
3 as to the nature and severity of the illness or injury and to report such findings to the
4 Superintendent or designee. If the report concludes that the absence is not due to
5 personal illness or injury, or that the illness is not sufficiently severe to warrant
6 continued absence, then the Superintendent or designee, after notice to the unit
7 member, may refuse to grant such leave.

8 **a. Medical release to return** - If the illness or injury exceeds five (5) consecutive
9 days, the unit member will need to submit a medical release in order to return to
10 work.

11 **12.2.7 - Long Term Illness or Accident Leave** - When a unit member has exhausted
12 all earned sick leave as provided for in Section 12.2 or 12.7 of this Article and is
13 absent due to a long-term illness or accident, the unit member shall be granted an
14 additional non-accumulated long term sick leave, not to exceed one-hundred (100)
15 days per illness or injury. Under no circumstance may an employee exceed one-
16 hundred (100) days long term illness or injury leave per school year. The conditions
17 for this leave are as follows:

18 **a.** Long-term illness leave shall be paid at fifty-percent (50%) of the unit member's
19 regular rate of pay on absences which exceed five (5) days or after the completion
20 of a five (5) working day elimination period. Available vacation leave as provided for
21 in Article 13 of the Agreement may be used by the unit member to provide salary
22 continuation during the elimination period;

23 **b.** The unit member shall be required to submit an attending physician's verification
24 of illness and off-work order in order to receive long term illness leave. Periodic
25 medical reports may be required during the period of long term illness leave.
26 Receipt of benefits under this Section (12.2.7), may be conditioned upon certification
27 of disability from a District appointed physician;

28 **c.** While on paid leave, the unit member shall continue receiving benefits as he/she
29 did prior to the leave.

30 **12.2.8 - Use of Vacation for Sick Leave** - A unit member may use accumulated
31 vacation time as sick leave upon written request to, and with the approval of, the
32 Assistant Superintendent, Human Resources or designee.

33 For unit members who accumulate vacation time, upon written request, the District
34 will coordinate a unit member's accumulated earned vacation time with the half-time

1 sick leave benefit to keep the unit member in a full pay status until all vacation is
2 exhausted.

3 If a unit member is unable to return to work upon the exhaustion of all paid leave,
4 he/she will be placed on the 39 Month Rehire list. (Accumulated vacation leave will
5 be paid according to Article 13.10).

6 **12.2.9 - Medical Examination** - The District may require that the unit member submit
7 to a physical examination by a qualified medical doctor that is selected by the
8 District. The cost of such examination will be paid by the District.

9 **12.3 Personal Necessity Leave** (Charged to Sick Leave) - Leave which is credited
10 under 12.2 (sick leave) of this Article may be used for purposes of personal necessity
11 provided that use of such leave does not exceed seven (7) days in any school year or the
12 amount of sick leave to which the unit member is entitled.

13 **12.3.1** - Limitation for purposes of this provision, personal necessity shall be limited
14 to:

15 a. **Death or serious illness** of a member of the unit member's immediate family
16 as defined in 12.1.3;

17 b. **An accident**, which is unforeseen involving the unit member's person or
18 property, or the person or property of a unit member's immediate family as defined
19 in 12.1.3;

20 c. **Other personal necessities** such as "acts of God" (flood, snowbound,
21 earthquakes), or other items allowed at the discretion of the Superintendent or
22 designee, provided that under no circumstances shall leave be available for
23 purposes of personal convenience or for the extension of a holiday or vacation
24 period, or for matters which can be taken care of outside the work hours, or for
25 recreational activities;

26 d. **Parent conference** - Unit members with school age children may attend,
27 during their regular work day, parent conferences and/or regularly scheduled school
28 activities such as awards assemblies, I.E.P. meetings, academic decathlons,
29 graduations, and academic field trips in accordance with the provisions of AB 2590,
30 effective September 1, 1994, not to exceed eight (8) hours a month and forty (40)
31 hours a year.

32 For the purposes of this Article, "regularly scheduled school activities" shall not
33 include recreational field trips such as camping and theme park trips; or extra-
34 curricular activities such as sporting events, tournaments, post-secondary or

1 university activities, proms and school dances, pep rallies, parades, school parties,
2 or carnivals.

3 **e. Personal Business** – Unit members may not use more than three (3) annual of
4 the seven (7) personal necessity days for personal business. Determination of what
5 constitutes personal business for a given unit member shall be the responsibility of
6 the unit member. Such leave shall not be used for any of the following purposes:

- 7 1. Recreation.
- 8 2. Engaging in other employment, including self-employment, either directly or
9 indirectly.
- 10 3. Any illegal activity.

11 **12.3.2 - Prior authorization** - Before the utilization of personal necessity leave, a unit
12 member shall obtain prior written approval, on the appropriate District form, from the
13 Superintendent or designee, except for cases of death and accident. In the case of
14 death or accident, the unit member shall make every effort to comply with District
15 procedures to enable the District to secure a substitute. Upon return to work from
16 personal necessity leave, the unit member shall complete the appropriate absence
17 report form.

18 **12.3.3 - Vacation or Leave** - Personal necessity leave shall not be granted during a
19 scheduled vacation or other leave of absence.

20 **12.3.4 - Certification of Supervisor** - Payment of such absence shall be made only
21 upon certification by the unit member's administrator or supervisor that the absence
22 was due to a situation designated as a personal necessity within the meaning of this
23 Article. The unit member shall be required to sign, on an absence report form
24 provided, a statement that such absence was a result of a personal necessity and
25 indicate the nature of such necessity. Such form shall be filled out and filed with the
26 District Office. The supervisor may take whatever steps are necessary to satisfy
27 himself/herself that a personal necessity within the limits of this rule did exist.

28 **12.4 Bereavement Leave** - Upon the death of any member of his/her immediate family,
29 including nieces and nephews, unit members shall be entitled to three (3) days leave
30 of absence, or five (5) days leave of absence if travel required exceeds 400 miles
31 (one way) without loss of salary.

32 **12.4.1 - Spouse** - A unit member shall be entitled to five (5) days leave of absence
33 on account of the death of his/her spouse.

34 **12.4.2 - Proof of relationship** - A unit member may be required to provide evidence

1 of his/her relationship to the deceased.

2 **12.5 Family Illness Leave** (Charged to Sick Leave) - Absence for the following reasons
3 is allowed without pay loss under the following conditions:

4 **12.5.1** - Unit member is providing care for a member of his/her immediate family.

5 **12.5.2** - Such leave is limited to two (2) days per year. Any additional hours claimed
6 will be deducted from personal necessity.

7 **12.5.3** - Upon request by the Superintendent or designee, a unit member shall
8 supply the District, on a form supplied by the District, a note from a medical doctor
9 verifying the use of family illness leave.

10 **12.6 Leave for Pregnancy Disability** (Charged to Sick Leave)

11 **12.6.1** - Unit members are entitled to use sick leave as set forth in Section 12.2 for
12 disabilities caused or contributed to by pregnancy, miscarriage, childbirth and
13 recovery therefrom on the same terms and conditions governing leaves of absence
14 from other illness or medical disability. Such leave shall not be used for childcare,
15 child rearing, or preparation for child bearing, but shall be limited to those disabilities
16 as set forth above. The length of such disability leave, including the date on which
17 the leave shall commence and the date on which work duties are to be resumed,
18 shall be determined by the unit member and the unit member's physician; however,
19 the District will require a written verification of the extent of disability through a
20 physical examination of the employee by a physician.

21 **12.6.2** - Unit members are entitled to leave without pay or other benefits for
22 disabilities caused because of pregnancy, miscarriage, childbirth or recovery
23 therefrom when sick leave as set forth in Section 12.2 of this Article has been
24 exhausted. The date on which the unit member shall resume duties shall be
25 determined by the unit member on leave and the unit member's physician; however,
26 the District will require a written verification of the extent of disability through a
27 physical examination of the employee by a physician.

28 **12.6.3** - The unit member on leave for pregnancy disability shall be entitled to return
29 to a position comparable to that held at the time the leave commenced.

30 **12.6.4** – Effective July 2, 2009, commencing with the 15th great of service, the unit
31 member shall earn 1.67 days for each month of service (20 days per fiscal year).

32 **12.6.5** – Effective July 1, 201, commencing with the 20th year of service, the unit
33 member shall earn 1.83 days for each month of service (22 days per fiscal y ear).

34 **12.7 Industrial Accident Leave**

1 **12.7.1** - Unit members will be entitled to industrial accident leave according to the
2 provision in Education Code Section 45192 for personal injury, which has qualified
3 for Worker's Compensation. Such leave shall not exceed sixty (60) days during
4 which the unit member is in a paid status for the same industrial accident.

5 **12.7.2** - A unit member must immediately report, but no later than twenty-four (24)
6 hours after, an accident or injury which occurs in the line of duty during the regular
7 working day. When the unit member is incapacitated to the point where he/she
8 cannot physically respond in accordance with this Section, the District may waive
9 the 24 hour notification requirement. Reports shall be made on the unit member
10 Report of Industrial Accident form and submitted to the employee's principal or
11 immediate supervisor.

12 **12.7.3** - The District has the right to have the unit member examined by a physician
13 designated by the District to assist in determining the length of time during which the
14 unit member will be unable to perform assigned duties and the degree to which a
15 disability is attributable to the injury involved.

16 **12.7.4** - If the unit member's physician issues a return-to-work order indicating
17 restrictions, the unit member must meet with his/her supervisor and the
18 Superintendent's designee before resuming work. The decision to place the injured
19 unit member in a light duty assignment will be at the discretion of the District.

20 **12.7.5** - The unit member will not be entitled to more than 100% of his/her regular
21 pay. The District will coordinate:

- 22 a. 60 day full-pay benefit (Education Code 45192);
- 23 b. Temporary Disability (Education Code 44044)

24 **12.7.6** - When entitlement for industrial accident or illness leave has been exhausted
25 (60 days), the District will coordinate the following:

- 26 a. Temporary Disability;
- 27 b. Sick Leave;
- 28 c. Long-Term Illness Leave (100-day half-pay benefit) keeping the employee in a
29 full-pay status with benefits as long as accumulated benefits allow. (Education Code
30 44044).

31	Light duty/	<u>Prorated Sick Leave</u>
32	60-Day Benefit/	100-day half-pay or Temp. Disability
33	<u> Temporary Disability (whichever is higher) </u>	

34 12.7.5 12.7.6

1 **12.7.7** - When all industrial leave and sick leave benefits have been exhausted, and
2 if the unit member is not medically able to assume the duties of his/her position, the
3 unit member shall be placed on the 39-Month re-employment list. A unit member
4 who has been placed on the 39-Month re-employment list, who has been medically
5 released for return to duty, and who fails to accept an appropriate assignment, will
6 be terminated.

7 **12.7.8** - A unit member receiving benefits as a result of this Section (60 days, long-
8 term illness leave or 39-Months) shall, during the periods of injury or illness, remain
9 within the State of California unless the Board of Education authorizes travel outside
10 the state. During such travel outside the state, all expenses incurred will be at the
11 expense of the unit member.

12 **12.8 Judicial Leave**

13 **12.8.1** - Unit members will be provided leave for regularly called jury duty and to
14 appear as a witness in court, other than as a litigant, for reasons not brought about
15 through the misconduct of the unit member. The unit member shall submit a
16 written request for an approved absence no less than ten (10) days, if possible,
17 prior to the beginning date of the leave as a juror or a witness.

18 **12.8.2** - The unit member will continue to receive his/her regular salary.

19 **12.8.3** - Unit members on jury duty shall return to the District the court form
20 indicating their presence for jury service.

21 **12.8.4** - Unit members are required to return to work during any day or portion
22 thereof within a reasonable time after being released from jury duty or witness
23 services. (One (1) hour plus travel time is considered reasonable.)

24 **12.8.5** - Night shift unit members will not be expected to work more than a
25 combined work and jury duty day of eight (8) hours.

26 **12.8.6** - A unit member required to report to jury duty after their work day begins
27 may be released one (1) hour plus travel time in advance of the required reporting
28 time.

29 **12.9 Military Leave**

30 **12.9.1** - A leave of absence will be granted to unit members for the duration of
31 required military service, return to work being to applicable law.

32 **12.9.2** - Unit members who are members of the Armed Forces Reserve are
33 expected to perform any annual mandatory training duty during days schools are
34 not in session. Exceptions are considered when there is written evidence from

1 Armed Services that appropriate training for a particular individual is not available
2 during the days schools are not in session.

3 **12.9.3** - Such absence shall not affect adversely in any way the status,
4 classification, or position of the unit member. In the case of probationary unit
5 members, the period of such absence shall not count as part of the service
6 required as a condition precedent to the classifying of such employee as a
7 permanent employee of the District, but such absence shall not be construed as a
8 break in the continuity of the service of such an employee. If the employee
9 chooses within twelve (12) months of returning to make-up his/her defined
10 retirement contributions missed while on military leave, the District shall make the
11 appropriate matching contribution, as per STRS/PERS and IRS rules and
12 regulations.

13 **12.9.4** - Within six (6) months after the honorable discharge of the unit member
14 from the Armed Forces of the United States, he/she shall be entitled to return to a
15 similar position held at the time of entrance into such military service, at the salary
16 to which he/she would have been entitled had he/she continued in the service of
17 the school district. The District shall make a reasonable effort to accommodate a
18 veteran who returns with a service connected disability in accordance with
19 applicable State and Federal Law.

20 **12.9.5** - Unit members who are members of any Reserve Corps of the Armed
21 Forces of the United States, or the National Guard, or who are inducted, who
22 volunteer, or are otherwise ordered to active military service, shall be granted one
23 (1) month's military leave pay and benefits, as are provided in the Military and
24 Veteran's Code. Unit members and/or their dependents shall be granted a
25 COBRA-like health benefit for a period of up to eighteen (18) months at their
26 expense.

27 **12.10 Organizational Leave** - Not more than six (6) Association officers and/or
28 delegates shall be granted a total of twenty-five (25) days of paid leave annually (July 1
29 through June 30) to use for local, state, or national conferences or for conducting other
30 business pertaining to Association affairs. No officer and/or delegate shall use more than
31 five (5) days of paid leave. The Association shall notify the District, in writing, at least five
32 (5) days before the leave starts and this notification shall be signed by the Chapter
33 President or his/her designee.

34 **12.10.1** - Leave days granted are not accruable from year to year.

1 **12.10.2** - The District will release the Association President and one (1) other
2 Association representative to meet and confer on mutual problems that arise
3 throughout the school year with the Assistant Superintendent, Human Resources
4 upon mutual agreement.

5 **12.11 Short Term Leave** - Unit members may be granted a short-term leave of absence
6 without pay for reasons satisfactory to the District. Should the leave be granted, the
7 leave shall not exceed five (5) consecutive workdays during any one (1) school year.
8 Such leave shall not have any benefit adjustment.

9 **12.12 Other Leaves without Pay**

10 **12.12.1** - Upon recommendation of the Superintendent, and approval by the
11 Board of Education, leave without compensation, increment, fringe benefit
12 premium payments, or seniority credit, may be granted for a period not to exceed
13 one (1) school year for the following purposes: (a) care for a member of the
14 immediate family who is ill; (b) long-term illness of the unit member; (c) service in
15 an elected public office; (d) retraining, study, or research; or (e) care of a child.

16 **12.12.2** - The application for and granting of such leave of absence shall be in
17 writing and must be submitted to Human Resources within five (5) calendar days
18 prior to the beginning of the leave. In addition, a unit member on such leave shall
19 notify the District Human Resources Office at least thirty (30) days prior to the
20 expiration of the granted leave of an intent to return to employment in the District.
21 Failure to so notify will be considered an abandonment of position.

22 **12.13 Reinstatement After Leave** - A unit member who receives a leave of absence
23 does so with the understanding that, when he/she returns to active assignment at the
24 completion of the leave, he/she is not guaranteed placement at the same location or in
25 the identical assignment previously held, but will be placed in a comparable assignment
26 in the same classification according to the needs of the District.

27 **12.14 Unauthorized Absence from Duty**

28 **12.14.1** - A unit member, absent from his/her assignment for any reason other
29 than those specifically authorized by law, California Education Code, Board
30 Policy, or this Agreement will be considered absent without permission or
31 authorized leave and as a result may lose his/her full salary for the period of
32 unauthorized leave.

33 **12.14.2** - Improper use of any leave may be cause for disciplinary action or
34 dismissal and will result in recovery of any over-payment. An extended absence

1 from duty which does not qualify under any authorized leave policy may be
2 considered abandonment of position.

3 **12.14.3** - More than five (5) consecutive days of unauthorized absence from duty
4 shall be considered an extended absence.

5 **12.15 FMLA/CFRA - Family Medical Leave Act/California Family Rights Act** –

6 FMLA/CFRA leave provides twelve (12) weeks of unpaid leave for unit members who
7 have completed a full year with a minimum of 1250 hours of service in the prior twelve
8 (12) months. Leave under this Article shall entitle the unit member to all benefits of
9 employment, except for salary, on the same basis as if the employee were not on leave.
10 If the unit member fails to return from leave, for a reason other than the continuation,
11 recurrence, or onset of a serious health condition, then the unit member shall reimburse
12 the district for premiums paid to maintain group health benefits. It is the intent of the
13 parties that this Section be consistent with the State and Federal provisions governing
14 Family Medical Leave, and it shall be interpreted so that there will be no violation of these
15 statutes.

16 There will be no more than twelve (12) weeks of FMLA leave granted for any one (1)
17 qualifying event, this includes both spouses. Leave may be taken in multiple segments of
18 time if used for medical necessity as certified on the FMLA leave application. Except in
19 case of emergency, FMLA leave should be arranged thirty (30) days in advance.

20 **12.15.1 - Personal Illness** - Personal illness requires a physician's off work order
21 and runs concurrent with one-hundred (100) day long-term illness leave.

22 **12.15.2 - Family Illness** – “Family” is defined in Section 12.1.3 of this Article.
23 Family illness requires medical certification on the District's FMLA Seriously Ill
24 Family Member request form. All available paid leaves such as personal
25 necessity and family illness leave must be used as part of the twelve (12) weeks
26 of family medical leave.

27 **12.15.3 - New dependent care** [Birth, Adoption, or Placement of a foster child] -
28 Dependent care leave requires certification of new dependent on the District's
29 FMLA Leave Request for New Dependent form. Leave must be taken within one
30 (1) year of new dependent arrival. If not taken immediately following the
31 qualifying event, the leave must be arranged in advance with the supervisor's
32 approval so as to least interrupt the educational process. The unit member may
33 take the leave in two (2) segments.

34 **12.15.4**– Serious illness or injury sustained in the line of duty by a military service

1 member who is the spouse, child, parent, or next of kin of the employees (FMLA)
2 up to 26 work weeks. Requires Certification for Serious Injury or Illness of
3 Covered Servicemember for Military Family Leave form (DOL Form WH-385).

4 **12.15.5**—Qualifying exigency of an employee’s spouse, child, or parent (FMLA)
5 Leave available to a unit member whose spouse, child, or parent is a covered
6 servicemember on active duty or has been notified of an impending call on order
7 to covered active military duty. Requires Certification of Qualifying Exigency for
8 Military Family Leave Form (DOL Form WH-384)

9 **12.15.6** -- Domestic Violence

- 10 a. This leave will be granted for:
- 11 1. Medical attention
 - 12 2. Legal Assistance
 - 13 3. Services from a shelter, program, or rape crises center
 - 14 4. Psychological counseling
 - 15 5. Safety planning, including temporary or permanent relocation.
- 16 b. If an employee wishes to take time off under this section, he or she must
17 give reasonable notice to the employer for one of the above listed
18 activities unless advance notice is not feasible. Employer may require
19 verification that the absence was due to domestic violence. Type of
20 verification may include:
- 21 1. Police Reports
 - 22 2. Court orders (or other evidence the employee appeared in court)
 - 23 3. Other documentation from a:
 - 24 a. Medical professional
 - 25 b. Domestic Violence Advocate
 - 26 c. Health Care Provider
 - 27 d. Counselor

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1 **ARTICLE 13 - VACATIONS**

2 **13.1** All unit members shall earn paid vacation time from the beginning date of service.
3 Vacation benefits are earned on a monthly basis. Unit members shall be entitled to take
4 vacation leave after the completion of six (6) months of service.

5 **13.2** Unit members with a work year of less than twelve (12) months will be paid for
6 earned vacation. The amount will be averaged into the equal payments for their particular
7 work years.

8 **13.3** Twelve-month unit members will normally take their vacation during school
9 recesses (winter, spring, and summer recess) as scheduled and approved by their
10 immediate supervisor. At the discretion of the District, some unit members may be
11 required to take their vacations at times other than those listed above. Vacations will be
12 scheduled at the convenience of the District and as nearly as possible at the convenience
13 of the unit member. All vacation requests are subject to approval of the unit member's
14 immediate supervisor, subject to final approval of the Assistant Superintendent, Human
15 Resources. This decision should be given to unit members within two (2) working days
16 upon receipt of the vacation request. Except in emergency situations, the District will
17 notify 12-month unit members at least 90 calendar days before the required vacation.

18 **13.4** A unit member may take vacation before it is actually earned when such is
19 expressly approved by the unit member's supervisor and the Assistant Superintendent,
20 Human Resources.

21 **13.5** If a holiday occurs within a scheduled vacation period of a unit member, that day
22 will be counted as a paid holiday and not as a day of vacation. If a unit member becomes
23 ill during his vacation, he should notify his supervisor immediately. The duration of the
24 illness may then be charged against his sick leave, not against his vacation leave. A
25 statement from a physician may be required.

26 **13.6** Vacation is accrued, as earned, by unit members in accordance with the schedule
27 set forth below. The schedule is premised on a twelve (12) month work year and eight
28 (8) hours per day. Unit members whose assignment is less than twelve (12) months
29 and/or less than eight (8) hours per day shall earn paid vacation each fiscal year
30 proportional to the full work year.

31 **13.6.1** - Unit members from the first year through the fourth year of service earn
32 vacation time at the rate of one (1) day of vacation for each month of service.

33 **13.6.2** - Commencing with the fifth year of service, the unit member shall earn
34 vacation time at the rate of one-and-one-fourth (1.25) days for each month of

1 service.

2 **13.6.3** - Commencing with the tenth year of service, the unit member shall earn
3 one-and-one-half (1.5) days for each month of service.

4 **13.6.4** – Effective July 2, 2009, commencing with the fifteenth year of service, the
5 unit member shall earn 1.67 days for each month of service (20 days per fiscal
6 year).

7 **13.6.5** – Effective July 1, 2010, commencing with the twentieth year of service,
8 the unit member shall earn 1.83 days for each month of service (22 days per
9 fiscal year).

10 **13.7 Computation of Proportional Vacation Earnings** - For purposes of computing
11 part-time employee vacation earnings, a full year is defined as 2,088 hours, based upon
12 21.75 working or holiday days per month, which is 174 hours per month. Therefore, total
13 annual hours in regular paid status as related to 2,088 hours shall determine proportional
14 vacation earnings for unit members assigned less than eight (8) hours daily for twelve
15 (12) months.

16 **13.8 Determining Year of Employment** - For purposes of determining years of
17 employment, the first year of employment shall be from initial employment until the first
18 anniversary date. All subsequent years shall be determined in accordance with salary
19 step placement each anniversary date. However, a change in classification, which
20 results in a reduced step placement on a higher range shall not impair years of service
21 advancement for purposes of determining earned vacation.

22 **13.9** Unit members working less than twelve (12) months will be paid for their earned
23 vacation days, averaged over the employee's number of pay periods. An employee who
24 does not complete the work year in a paid status may have to repay vacation.
25 Computation will be made at time of separation.

26 **13.10** When a unit member is separated from employment for any reason, the unit
27 member shall be entitled to vacation earned and accumulated in accordance with 13.13
28 of this Article.

29 **13.11** Pay for vacation days for unit members shall be the same as that which the unit
30 member would have received had he/she been in his/her normal work status.

31 **13.12** Vacation may be taken in thirty (30) minutes increments.

32 **13.13** Earned vacation for twelve (12) month unit members will be credited to the unit
33 member's record at the end of each month. Twelve (12) month unit members may not
34 accumulate more than a maximum number of days of vacation equal to two (2) years of

1 earned vacation as of June 30.
 2 The District will pay twelve (12) month unit members for any earned and accumulated
 3 vacation pay equal to two (2) years earned vacation at the time of separation of
 4 employment with the District. (See Example 1.)
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Example 1			
MAXIMUM	June 30, 2012-2013	June 30, 2013-2014	Current Year 2014-2015
12 month unit members with 10 years service	18 days (+18)	36 days maximum	Current year must use vacation unless denied by District. Any days denied by District in excess of the maximum accumulation shall be paid. As of June 30, unit members cannot have more than 36 days (288 hours).

8 Effective July 1, 1994, if a unit member has been denied from using vacation credit as a
 9 result of the needs of the District, the District will pay for all denied days in excess of the
 10 maximum accumulation. It shall be the responsibility of the unit member to produce
 11 evidence of such denial.
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1 **ARTICLE 14 - HOLIDAYS**

2 **14.1** Unit members working any "A" work year shall be entitled to the following paid
3 holidays providing that they were in paid status during any portion of the working day
4 immediately preceding or succeeding the holiday, in accordance with the provisions of
5 this Article.

- 6 New Year's Day
- 7 Martin Luther King, Jr. Day
- 8 Lincoln's Day
- 9 Washington's Day
- 10 Memorial Day
- 11 Independence Day
- 12 Labor Day
- 13 Veteran's Day (Recommended November 11)
- 14 Thanksgiving Day and the following Friday
- 15 Admission Day
- 16 Christmas Eve (working day preceding Christmas)
- 17 Christmas Day
- 18 New Year's Eve (working day preceding New Year's Day)

19 **14.1.1** - Unit members working a contract year of 185 days or less will receive 12
20 paid holidays, except unit members hired during the year, who will have their
21 holiday pay prorated based on their actual number of working days that year
22 compared to 237 working days. (Per Appendix VIII)

23 **14.1.2** - Unit members working more than a contract year of 185 days and up to a
24 contract year of 237 days shall have their holiday pay prorated, except unit
25 members hired during the year, who will have their holiday pay prorated based on
26 their actual number of working days that year compared to 237 working days. (Per
27 Appendix VIII)

28 **14.2** As stated in Education Code 45203, every day appointed by the President, or
29 Governor of this State, as provided for in subsections (b) and (c) of Education Code
30 Section 37220, for a public fast, thanksgiving or holiday, or any day declared a holiday
31 under Education Code Section 1318 or 37222 shall be a paid holiday for all employees in
32 the bargaining unit.

33 **14.3** When a holiday herein listed falls on a Sunday, the following Monday shall be
34 deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls

1 on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day
2 observed.

3 **14.4** Unit members of the District who are not normally assigned to duty during the
4 school holidays of the workday preceding Christmas Day, Christmas Day (December 25),
5 the workday preceding New Year's Day and New Year's Day (January 1) shall be paid for
6 those four (4) holidays provided they were in paid status during any portion of the working
7 day of their normal assignment immediately preceding or succeeding the recess period.

8 **14.5** When a unit member is required to work on any of the holidays listed in Section
9 14.1, he/she shall be paid compensation for such work, in addition to the regular pay
10 received for the holiday, at the rate of time-and-one-half of his/her regular rate of pay.

11 **14.6** Unit members working outside of their regular work year assignment meeting the
12 criteria listed in Section 14.1 will be paid for the holiday at the end of the month in the
13 month the holiday occurs or the next appropriate pay period.

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1 **ARTICLE 15 - ASSOCIATION RIGHTS**

2 **15.1** The Association agrees that its officials, including site representatives, shall not
3 communicate with unit members during paid regular working hours and shall conduct
4 normal Association business at times other than the respective unit member's working
5 hours. The District agrees to grant the Association access to the unit members during
6 the lunch break and before and after normal working hours.

7 **15.2** The Association may use intra-District mail, school mailboxes and bulletin board
8 spaces designated by the site administrator, subject to the following conditions:

9 a. All postings for bulletin boards or items for school mailboxes must contain the
10 date of posting or distribution and the identification of the organization;

11 b. A copy of such postings or distributions shall be distributed to the
12 Superintendent or designee prior to posting or distribution;

13 c. The Association will not post or distribute information which is derogatory or
14 defamatory of the District or its personnel.

15 **15.3** The Association shall have the right to use the District's meeting facilities at
16 reasonable times other than normal working hours and hours of student instruction in
17 accordance with District policies, provided that request for use of meeting facilities are
18 submitted on the appropriate District form to the immediate supervisor of the facility or the
19 District Office. The Association agrees to leave the meeting facilities in a clean and
20 orderly condition. The Association has the responsibility to "code in and code out" with
21 the alarm company in order to maintain appropriate security conditions.

22 **15.4** The District shall provide a copy of all school board agendas, exclusive of Closed
23 Session items, to the Association President, First Vice President, and the
24 Chief Job Steward. The Association shall submit to the District an annual list of current
25 Chapter Association Offices and site representatives.

26 **15.5** Upon written request, the District agrees to furnish the Association with that
27 specific non-confidential data or necessary and relevant as defined by the Education
28 Employee Relations Act (EERA) information which will allow the Association to effectively
29 bargain within the scope of representation.

30 **15.6** The District shall provide the Association on or before November 1 of each year
31 or upon request with a list of employees, designated work sites, and job titles.

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1 **ARTICLE 16 - SAFETY CONDITIONS**

2 **16.1** Bargaining unit members shall not be required to work in unsafe conditions or to
3 perform tasks that endanger their health.

4 **16.2** Unit members who are attacked, physically assaulted, or menaced by any person
5 in the course of their employment shall report the incident to their immediate supervisor,
6 the local police, and the District Human Resources Office. The District and the unit
7 member(s) involved shall share any information relating to the incident.

8 **16.3** Unit members may, when necessary, use reasonable physical control in
9 performance of duties in the interest of self-defense or to protect others.

10 **16.4** Unit members will be responsible for wearing or utilizing all appropriate safety
11 apparel or devices that are provided by the District and following all District safety
12 directives and safety and health codes that apply to public schools. Failure to comply
13 may result in filing of a District Safety Violation form and may result in disciplinary action.

14 **16.5** Unit members may refuse to perform a duty considered to be placing the unit
15 member in imminent danger of serious injury until there is a determination by the District.
16 If not satisfied with the determination by the District, the unit member may notify CAL-
17 OSHA. If it is determined that no justification for concern of imminent danger was
18 present, the unit member may be subject to disciplinary action in accordance with Article
19 17.

20 **16.6** The District shall follow the smog (ozone) chart set forth by the Southcoast Air
21 Quality Management District with the episode levels and recommended protective
22 actions. The current chart shall be available from the district office.

23 **16.7** The District shall comply with the provisions of the California Occupational Safety
24 and Health Act, as amended (California Labor Code 6300, et seq.) and regulations
25 relating thereto. (California Administrative Code Section 330, et seq.)

26 **16.8** The Association shall appoint one (1) representative to attend the District Safety
27 Committee established to implement the provisions of Labor Code 6401.7; i.e., SB 198
28 Injury and Illness prevention program. The District Safety Committee shall provide each
29 work site with a general procedures booklet. The District Safety Committee shall review
30 and answer all inquiries and/or recommendations of the Site Safety Committee.

31 **16.8.1** - All unit members are expected to comply with the Injury and Illness
32 Prevention Program Policy. Each unit member shall be provided a copy of said
33 policy.

34 **16.8.2** - Upon notification of an unsafe condition or hazard on a District form, the

1 site supervisor will investigate and report the findings and describe the measures
2 taken to correct the condition, when appropriate, to the District Risk/Safety
3 Supervisor. The District shall correct unsafe and unhealthy conditions and work
4 practices in a timely manner based on the severity of the hazard.

5 **16.8.3** - A unit member's failure to comply with safety rules, procedures and
6 policies may be cause for disciplinary action by the District.

7 **16.8.4** - With unit member participation, each site shall have a site safety
8 committee, which shall meet monthly and review "reports of unsafe condition or
9 hazard", employee injuries reported and incidents of student accident. The Site
10 Safety Committee shall review and enforce the site inspection program and report
11 unique or unaddressed site issues to the District Safety Committee.

12 a. Site Inspection Program - The site/department personnel will perform
13 periodic self-inspections of their classroom shop, office or other workplace.
14 Forms for this purpose will be provided by the Risk/Safety Department. Upon
15 completion of the inspection, a copy of the completed checklist will be
16 submitted to the Risk/Safety Department for review and presentation to the
17 District Safety Committee;

18 b. The recommended schedule of inspections for each facility is as follows:

19	Buildings	Once a semester
20	Classrooms	Once a semester
21	Grounds	Monthly
22	Playgrounds	Daily (forms completed monthly)
23	Laboratories	Quarterly
24	School Shops	Quarterly
25	Home Economics	Quarterly
26	Gymnasiums	Quarterly
27	Bleachers	Quarterly and prior to each use
28	Athletic Fields	Daily (forms completed monthly)
29	Swimming Pool	Daily (forms completed monthly)
30	Auditoriums	Once a semester and prior to each use
31	Cafeterias	Monthly
32	M&O Shop	Monthly
33	Transportation	Daily (yearly by CHP)
34	Boiler Rooms	Annual by Insurance Carrier Quarterly by 35 M&O personnel
36	Motor Vehicles	Daily by operator

1 **16.9** The District is responsible for coordinating contact with outside agencies,
2 maintenance of Emergency Procedures manuals, policy development and review,
3 periodic training, equipment maintenance, coordination of emergency evaluation drills,
4 maintenance of District and work site safety supplies and maintenance of work site safety
5 devices.

6 **16.9.1** - The District shall provide each site with First Aid kits containing first aid book
7 and basic first aid supplies.

8 **16.9.2** - With unit member participation, each site shall annually review, update and
9 in-service all staff on the site emergency preparedness plan. A copy of the District
10 and site emergency preparedness plan shall be available upon request of any unit
11 member from the site principal or principal designee.

12 **16.9.3** - Unit members shall remain on campus and participate fully as a “Disaster
13 service worker” under Government Code, Chapter 8, Division IV, Title I in the event of
14 an emergency or natural disaster until released pursuant to the District Disaster
15 Preparedness Plan.

16 **16.10** For unit members of designated positions whose health plan does not cover the
17 cost of Hepatitis B injection, the District shall provide the injection at no cost. Any
18 designated unit member beginning the injection series provided by the District and not
19 completing it for other than medical reasons, will be charged for the medical cost incurred
20 by the District. The following are designated positions as defined by the District’s
21 exposure control plan:

- 22 Campus Security
- 23 Campus Supervisors
- 24 Health Assistants
- 25 Licensed Vocational Nurses
- 26 Custodians
- 27 District Maintenance staff assigned plumbing duties
- 28 SH/SDC Aides
- 29 All school site office staff members required to take care of minor first aid type
30 injuries
- 31 Infant Center staff
- 32 Children’s Center staff
- 33 Bus Drivers

34 **16.11** The District shall attempt to keep all school grounds and facilities free of rodents,

1 pests and unwanted insects. If insecticides or poisons are used for this purpose, the
2 District shall make every attempt to apply them at times when unit members and students
3 are not present.

4 **16.12 Dress Code (Employee Dress Code Procedure)** - Unit members shall be
5 responsible for their own attire that is reasonable and appropriate for the type of work that
6 they are assigned. Their grooming and cleanliness shall set a positive image for fellow
7 staff members, students and the general public. The attire of unit members during times
8 when they are performing their assigned duties must be viewed in light of the following:

- 9 a. Dress should reflect the professional position of the unit member and must be
10 appropriate to the assignment of the unit member.
- 11 b. Unit members are role models for students. Their appearance and dress must set
12 a good example for students.
- 13 c. Clothing and/or accessories must not constitute safety hazards.
- 14 d. Appropriate and safe footwear must be worn.
- 15 e. Clothing must be neat, clean, and in a good state of repair.

16 **16.12.1** - It is understood that on days when special events or activities are taking
17 place at the work site, unit members may wear clothing befitting the special event or
18 activity. This includes wearing informal clothing for a unique assignment and wearing
19 shorts during hot weather that are no higher than three (3) inches above the knee.

20 **16.12.2** - Where a unit member needs a reasonable accommodation based upon
21 medical needs, physical disability, religion or ethnic/cultural requirements, such
22 request will be made to the immediate supervisor.

23 **16.12.3** - The District shall supply District designed clothing to campus security,
24 campus supervisors and transportation employees. District employees shall be
25 required to wear such clothing at all times when performing their assigned duties.
26 Campus supervisors and security, who will be provided with appropriate seasonal
27 clothing, shall be required to wear such clothing as the outer garment to be visible at
28 all time when performing their assigned duties.

29 **16.12.4** - The District will continue its practice of providing and maintaining shirts to
30 unit member classifications presently provided with District clothing.

31 **16.12.5** - The issuance of District supplied clothing for campus supervisors and
32 transportation employees shall not set a precedent for any other future requests for
33 District issued clothing.

34 **16.13 Drug and Alcohol Testing For Transportation Employees** - This Section is

1 adopted to implement the drug and alcohol testing requirements of the Omnibus
2 Transportation Employee Testing Act of 1991. It is the intent of both parties, the District
3 and CSEA, to comply with all Federal Regulations connected with this act.

4 **16.13.1 – Definitions:**

5 a. **Classification:** Any employee employed in a classification in which they are
6 required to possess a class A or class B commercial driver's license. This
7 definition shall apply to all such employees regardless of whether such employee
8 is employed on a full-time, part-time or substitute basis, in the following
9 classifications:

10	Bus Driver	Bus Driver/Mechanic
11	Driver Trainer	Delegated Driver Trainer/Bus Driver
12	Mechanic	Lead Mechanic
13	Senior Mechanic	Transportation Dispatcher
14	Skilled Worker/Equipment Operator-Transporter	

15 The term "employee" as used in this Section shall apply only to the job positions
16 listed above.

17 b. **Safety Sensitive Function:** An employee is considered to be performing a
18 safety sensitive function during any period in which he or she is actually
19 performing, ready to perform, or immediately available to perform all driving
20 related job functions. Driving related functions shall include waiting to be
21 dispatched, dispatching, training, inspecting and servicing equipment, student
22 supervision, performing or assisting in loading and unloading students, repairing
23 or obtaining and waiting for help with a disabled vehicle;

24 c. **Other Definitions:** Definitions are listed for reference and shall not restrict or limit
25 the District's ability to implement the law or this policy.

26 1. **Aliquot:** A portion of a specimen used for testing.

27 2. **Breath Alcohol Technician (BAT):** A person trained in the proficient
28 operation of the EBT s/he is using and in the DOT alcohol testing
29 procedures.

30 3. **Blind Sample or Blind Performance Test Specimen:** A urine specimen
31 submitted to a laboratory for quality control testing purposes, with a
32 fictitious identifier, so that the laboratory cannot distinguish it from
33 employee specimens, and which is spiked with known quantities of
34 specific controlled substances or which is blank, containing no controlled

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substances.

4. Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form be used from time of collection to receipt by the laboratory, and that upon receipt by the laboratory, an appropriate laboratory chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.

5. Collection Container: A container into which the employee urinates to provide the urine sample used for a controlled substance test.

6. Collection Site: A place where employees present themselves for the purpose of either providing a specimen of their urine to be analyzed for the presence of controlled substances or providing a specimen of their breath to be analyzed for the presence of alcohol.

7. Collection Site Person: In controlled substance testing, a person who instructs and assists employees at a collection site and who receives and makes an initial examination of the urine specimen provided by those employees.

8. Confirmation (or confirmatory) Test: In controlled substance testing, a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.) In alcohol testing, a second test, following an initial test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.

9. DHHS: The Department of Health and Human Services or any designee of the Secretary of the Department of Health and Human Services.

10. Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices".

11. Initial (or screening) Test: In controlled substance testing, an

1 immunoassay screen to eliminate “negative” urine specimens from further
2 analysis. In alcohol testing, an analytic procedure to determine whether
3 an employee may have a prohibited concentration of alcohol in a breath
4 specimen.

5 **12. Medical Review Officer (MRO):** A licensed physician responsible for
6 receiving laboratory results generated by an employer's drug and alcohol
7 testing program who has knowledge of substance abuse and alcohol
8 misuse disorders and has appropriate medical training to interpret and
9 evaluate an employee's confirmed positive test result together with his or
10 her medical history and any other relevant biomedical information.

11 **13. Shipping Container:** A container capable of being secured with a
12 tamper-proof seal that is used for the transfer of one (1) or more specimen
13 bottle(s) and associated documentation from the collection site to the
14 laboratory.

15 **14. Specimen Bottle:** The bottle which, after being labeled and sealed
16 according to the procedures set forth in Title 49 of the Code of Federal
17 Regulations, Part 40, is used to transmit a urine sample to the laboratory.

18 **16.13.2 - Notifications**

19 **a.** The District shall provide all employees in this class with educational
20 materials that explain the requirements of Title 49 of Code of Federal
21 Regulations, Part 382 and this Agreement with respect to meeting the
22 requirements of these regulations.

23 **b.** The District shall also provide this information to any and all affected
24 employee organizations. This information shall include the following:

- 25 1. The person or persons designated by the District to answer employee
26 questions about this Agreement.
- 27 2. A listing of all classifications covered by this Agreement.
- 28 3. A statement as to what portion of the workday for each classification
29 is covered under this Agreement.
- 30 4. Information as to what specific conduct is prohibited by law.
- 31 5. Information as to the required testing including post accident.
- 32 6. Information as to the process to be used for the required testing.
- 33 7. The requirement that an employee in this class submit to all tests
34 required pursuant to this Agreement.

- 1 8. An explanation of what constitutes a refusal to submit to required
2 testing.
- 3 9. Information as to the consequences to an employee in this class who
4 violates the provisions of this Agreement.
- 5 10. Consequences for employees in this class who if found to have an
6 alcohol concentration of 0.02 or greater or less than 0.04.
- 7 11. Information relating to the effects of alcohol and controlled
8 substance use on an individual's health, work, and personal life; signs
9 and symptoms of an alcohol or controlled substance problem; and
10 available methods of intervening when an alcohol or a controlled
11 substance problem is suspected, including confrontation, referral to
12 any employee assistance program and/or referral to the District.
- 13 c. Each employee in this class shall sign a statement certifying that s/he
14 has received a copy of these materials.

15 **16.13.3 - Prohibited Conduct**

- 16 a. Alcohol Use:
- 17 1. No employee in this class shall report to work or remain at work while
18 having an alcohol concentration of 0.04 or greater. If the District has
19 actual knowledge that a driver has an alcohol concentration of 0.04 or
20 greater, such employee will not be permitted to perform or continue to
21 perform safety sensitive functions.
- 22 2. No employee in this class shall report for duty or remain on duty while
23 under the influence of or impaired by alcohol as shown by behavioral,
24 speech, and performance indicators of alcohol misuse. The District shall
25 not knowingly permit an employee in this class under the influence of or
26 impaired by alcohol to perform his/her job duties until the employee in this
27 class has been tested for alcohol and such test shows an alcohol
28 concentration of less than 0.02 or at least twenty-four (24) hours have
29 elapsed from the time the District reached a determination that the
30 employee in this class was under the influence of or impaired by alcohol.
- 31 3. No employee in this class shall possess alcohol while on duty. If the
32 District has actual knowledge that an employee in this class is in
33 possession of alcohol while on duty, the District will not permit the
34 employee to perform or continue to perform his/her job duties.

1 4. No employee in this class shall use alcohol while performing safety
2 sensitive functions. If the District has actual knowledge that an
3 employee is using alcohol while on duty, the District will not permit the
4 employee to perform or continue to perform his/her job duties.

5 5. No employee in this class shall perform safety-sensitive functions
6 within four (4) hours after using alcohol. If the District has actual
7 knowledge that an employee in this class has consumed alcohol within
8 four (4) hours prior to performing any safety-sensitive function, the
9 District will not permit the employee in this class to perform or continue
10 to perform his/her job duties.

11 6. No employee in this class who is tested for alcohol and found to have
12 an alcohol concentration of 0.02 or greater but less than 0.04, shall be
13 permitted to perform any of his/her job duties for at least twenty-four (24)
14 hours from the time the test is confirmed positive.

15 7. No employee in this class who is tested for alcohol and found to
16 have an alcohol concentration of 0.04 or greater shall be permitted to
17 perform any of his/her job duties until they have passed a return to duty
18 test. At no time will re-testing be conducted less than twenty-four (24)
19 hours apart.

20 8. No employee in this class who has been required to take a post-
21 accident alcohol test, as set forth below, shall use alcohol for eight (8)
22 hours following the accident or until s/he has completed the required
23 alcohol test, whichever occurs first.

24 9. No employee in this class shall refuse to submit to an alcohol test as
25 required under this Agreement.

26 10. Any employee in this class who violates any part of this Agreement
27 may be subject to disciplinary action in accordance with Article 17 of the
28 collective bargaining agreement and/or applicable law.

29 **b. Controlled Substance (Drug) Use:**

30 1. No employee in this class shall report for duty or remain on duty
31 when the employee in this class uses any controlled substance, except
32 when the use of such controlled substance is pursuant to the
33 instructions of a physician who has advised the employee in this class
34 that the substance does not adversely affect the employee's ability to

- 1 safely operate a commercial motor vehicle.
- 2 **2.** If the District has actual knowledge that an employee in this class has
3 used a controlled substance, the District will not permit such employee to
4 perform his/her job duties.
- 5 **3.** No employee in this class who tests positive for a controlled
6 substance(s) shall perform his/her job duties. If the District has actual
7 knowledge that an employee has tested positive for a controlled
8 substance, the District will not permit such employee to perform safety-
9 sensitive functions. (Section 16.13.8[b])
- 10 **4.** No employee in this class shall refuse to submit to a controlled
11 substance test as required under this Agreement.
- 12 **5.** Any employee in this class who violates any portion of this
13 Agreement may be subject to discipline, up to and including dismissal.
14 Disciplinary action for violation of this Agreement shall be implemented
15 in accordance with Article 17 of the collective bargaining agreement
16 and/or applicable law.

17 **16.13.4 - Required Alcohol and Controlled Substance Testing:**

- 18 **a.** All testing required by this Agreement shall be performed by appropriately
19 certified laboratories and in compliance with Title 49 of the Code of Federal
20 Regulations, Part 40 et seq.
- 21 **b.** Before performing an alcohol or controlled substance test, as set forth
22 below, the District shall notify an employee in this class that the alcohol
23 and/or controlled substance test is required pursuant to Title 49 of the
24 Code of Federal Regulations, Part 382 et seq. Methods to be used shall
25 be breath testing for alcohol and urine testing for drugs.
- 26 **1. Pre-Employment Testing:** An applicant for any classification that
27 constitutes an employee in this class as defined above, shall be tested for
28 alcohol and controlled substances. Such testing will not be conducted
29 until after the individual has been offered employment. Such testing shall
30 be carried out in compliance with applicable provisions of the California
31 Fair Employment and Housing Act and the Americans with Disabilities
32 Act.
- 33 Any District employee in this class who also works in a different class and
34 tests positive for alcohol and/or a controlled substance as a result of a

1 pre-employment test, may be disciplined or discharged pursuant to
2 District policy, Article 17 of the collective bargaining agreement and/or
3 applicable law.

4 **2. Post-accident Testing:** Any employee in this class involved in an
5 accident resulting in the loss of human life or resulting in the employee
6 receiving a citation under State or Local law for a moving traffic violation
7 arising from the accident, shall be tested for alcohol and controlled
8 substances. In no way does this Section limit the responsibilities of the
9 District as stated in Section 16.13.4(d) of this Agreement.

10 **a. Alcohol Test:** Post-accident alcohol testing should be conducted
11 within two (2) hours of the accident. No test shall be given if the test
12 is not administered within eight (8) hours from the time of the
13 accident. If an alcohol test is not administered as specified, the
14 District shall prepare a file record indicating the reason(s) why the
15 test was not administered within the required time period for such
16 testing.

17 **b. Controlled Substances:** Post-accident controlled substance
18 testing shall be conducted within thirty-two (32) hours following the
19 accident. If the test is not administered within thirty-two (32) hours
20 from the time of the accident, no controlled substance test shall be
21 administered to the employee. If a controlled substance test is not
22 administered within the prescribed period of time, the District shall
23 prepare a file record indicating the reason(s) why the test was not
24 administered within the required period of time for such testing.

25 **3.** Any employee in this class who is subject to post-accident testing
26 shall remain readily available for such testing, or shall be deemed to
27 have refused to submit to such testing, unless s/he is in need of
28 immediate medical attention, which prevents appropriate testing.

29 **4.** No employee in this class who is subject to post-accident testing shall
30 use alcohol for eight (8) hours following the accident, or until s/he
31 undergoes a post-accident alcohol test, whichever occurs first.

32 **5.** Any alcohol or controlled substance test administered following an
33 accident conducted by Federal, State or Local officials (e.g., Highway
34 Patrol or local police/sheriff department) will fulfill the testing

1 requirements for post-accident testing if the District obtains the results of
2 such testing.

3 **c. Random Testing:**

4 1. All employees in this class shall be subject to random alcohol and
5 controlled substance testing throughout the employee's work year;

6 2. A minimum of twenty-five percent (25%) of all employees in this class
7 shall be tested for alcohol annually.

8 3. A minimum of fifty percent (50%) of all employees in this class shall
9 be tested for controlled substances annually.

10 4. The employees in this class will be tested on a randomly determined
11 test date utilizing a valid scientific method of random selection (e.g.
12 using a computer based random number generator, employees could
13 be selected by assigning each employee a number; such as an
14 employee identification number or social security number). Under the
15 selection procedure used, each employee in this class shall have an
16 equal chance of being tested each time selections are made.

17 5. Any employee in this class selected for alcohol and/or controlled
18 substance testing shall immediately report to the test site. However, if
19 the employee in this class is performing a safety sensitive function, the
20 District shall ensure that the employee in this class ceases such function
21 and proceeds to the test site.

22 6. All testing for alcohol shall be administered during the employee's
23 work shift, just before the beginning of the employee's work shift, or at
24 the end of the employee's work shift.

25 **d. Reasonable Suspicion Testing:**

26 1. Whenever a supervisor or District official, who has been trained in
27 accordance with the law, has a reasonable suspicion that an employee
28 in this class is in violation of the prohibitions set forth in this
29 Agreement, the employee in this class shall be required to submit to an
30 alcohol and/or controlled substance test. Such reasonable suspicion
31 must be based on the supervisor or District official's specific,
32 contemporaneous, articulable observations concerning the employee's
33 appearance, behavior, speech or body odors made just prior to the
34 beginning of the employee's work shift, during the employee's work

1 shift, or at the end of the employee's work shift.
2 **2.** All alcohol tests should be conducted within two (2) hours from the
3 time a reasonable suspicion finding is made. In no event shall such
4 alcohol testing be conducted after eight (8) hours from the time a
5 reasonable suspicion finding is made. In the event that such an
6 alcohol test is not administered within two (2) hours or within eight (8)
7 hours, the District shall prepare a file record indicating the reason(s)
8 why the testing was not promptly administered.
9 **3.** After making a determination that there is a reasonable suspicion
10 that an employee in this class may be in violation of this Agreement,
11 the supervisor or District official who made the determination shall
12 prepare a written report setting forth the observations made which led
13 to the reasonable suspicion. This report must be prepared within
14 twenty-four (24) hours from the time of the observations or before test
15 results are released, whichever is available first.

16 **e. Return To Duty Testing:**

17 **1.** An alcohol and/or controlled substance test shall be administered to
18 an employee in this class found to be in violation of this Agreement,
19 prior to the employee returning to work.
20 **2.** An employee in this class whose conduct involves violations of the
21 alcohol provisions of this Agreement shall not be permitted to return to
22 duty until s/he submits to an alcohol test and such test result shows an
23 alcohol concentration of less than 0.02. (Section 16.13.3(a-7)).
24 **3.** An employee in this class whose conduct involves violations of the
25 controlled substance provisions of this Agreement shall not be
26 permitted to return to duty until s/he submits to a controlled substance
27 test and such test result is a negative result for controlled substance
28 use.

29 **f. Follow-Up Testing:**

30 **1.** An employee in this class who violates the provisions of this
31 Agreement and is subsequently identified by a substance abuse
32 professional as needing assistance in resolving problems associated
33 with alcohol misuse and/or use of controlled substances, shall be
34 subject to unannounced alcohol and/or controlled substance testing.

1 Such testing shall be conducted as directed by a substance abuse
2 professional only when the employee is on duty in a safety sensitive
3 function, just before the beginning of the employee’s work shift, or at
4 the end of the employee’s work shift.

5 **16.13.5 - Records**

- 6 **a.** The District shall maintain all records as required pursuant to Title 49 of
7 the Code of Federal Regulations, part 382.401.
- 8 **b.** Except as required by law, the District shall not release information
9 relating to alcohol and controlled substance testing performed in
10 accordance with this Agreement or any records kept as required by law.
- 11 **c.** An employee in this class is entitled, upon written request to the District,
12 to obtain copies of any records pertaining to the employee’s use of alcohol
13 or controlled substances, as well as any records pertaining to his or her
14 alcohol or controlled substance tests.
- 15 **d.** The District shall make an employee’s record available to a subsequent
16 employer only upon the receipt of a written request from the employee and
17 only to the extent expressly authorized by the terms of the employee’s
18 request.

19 **16.13.6 - Training for Supervisors** - The District shall ensure that each supervisor
20 or other appropriate District official responsible for determining whether
21 reasonable suspicion exists to require an employee to undergo testing shall
22 receive at least sixty (60) minutes of training on the misuse of alcohol and at least
23 sixty (60) minutes of training on the misuse of controlled substances.

24 **16.13.7 - Employee Referrals**

- 25 **a.** Any employee in this class who violates any portion of this Agreement
26 may be subject to discipline, up to and including dismissal. Disciplinary
27 action for violation of this Agreement shall be implemented in accordance
28 with Article 17 of the collective bargaining agreement and/or applicable law.
- 29 **b.** The District shall advise employees in this class of the resources
30 available to the employees in evaluating and resolving problems
31 associated with the misuse of alcohol and the use of controlled
32 substances.
- 33 **c.** Any employee in this class who violates the prohibitions set forth in this
34 Agreement shall, as a condition to return to duty, be evaluated by a

1 substance abuse professional who shall determine what assistance, if any,
2 the employee needs in resolving problems associated with alcohol misuse
3 or controlled substance use. Such substance abuse professional shall not
4 be affiliated with the District. The employee shall be responsible for any
5 cost associated with such professional assistance. This provision shall in
6 no way interfere with the District's authority to discipline employees found
7 to be in violation of this Agreement. Lost time due to an employee's
8 participation in an alcohol/ control substance rehabilitation program shall
9 qualify as sick leave under the collective bargaining agreement.

10 **16.13.8 - Positive Test**

11 **a.** A positive test for alcohol must be a confirmation test by an evidential
12 breath testing device capable of printout and sequential numbering and
13 must show an alcohol concentration of 0.02 grams of alcohol per 210 liters
14 of breath or greater. Such a test is positive even if that concentration is
15 caused by prescribed medication.

16 **b.** A positive test for controlled substances must be a confirmation test by
17 gas chromatography/mass spectrometry techniques (GC/MS) and must
18 show one (1) of the following levels, which are for reference only and in
19 accordance with the law.

20 150 ng/ml (nanograms per milliliter) of cocaine metabolite;

21 15 ng/ml of marijuana metabolite;

22 300 ng/ml of either morphine or codeine;

23 500 ng/ml of amphetamine or methamphetamine; or

24 25 ng/ml of phencyclidine;

25 And, the medical review officer must conclude that there is no legitimate
26 explanation, such as prescribed medication, for the result.

27 **c.** No positive test for controlled substances shall be reported to the
28 District until after:

29 1. The medical review officer has contacted the employee directly, on
30 a confidential basis, and given the employee an opportunity to
31 discuss the test results and the employee's medical history, including
32 medication, in confidence.

33 2. The medical review officer has given the employee notice that s/he
34 has seventy-two (72) hours in which to request that the remainder of

1 the split sample be tested by a different forensic laboratory, certified
2 by the Department of Health and Human Services.

3 **3.** If the employee requests the split sample be tested and the
4 results are negative, this shall constitute a negative test and the
5 employee shall be reinstated to full pay status as of the date of the
6 original positive test.

7 **d.** If the medical review officer concludes that there is a legitimate
8 explanation for the positive test, such as prescription or over-the-counter
9 medication or a negative result in the test of the remainder of the split
10 sample, the medical review officer must report the test to the District as a
11 negative test.

12 **e.** The medical review officer shall be a licensed physician with special
13 training in substance abuse disorders, the medical use of prescription drugs
14 and the pharmacology and toxicology of alcohol and controlled substances.
15 The medical review officer shall not be an employee of the District.

16 **f.** The cut-off levels in this Section are those required by FHWA regulation.
17 They will be automatically adjusted to be consistent with changes, if any,
18 in the levels specified by those regulations. (See Title 49 of the Code of
19 Federal Regulations, Section 40-29, subdivision [f]).

20 **16.13.9 - Miscellaneous**

21 **a.** Employees in this class shall receive their regular pay for time required
22 to take the tests specified in this Agreement. All costs for collection and
23 testing of specimens as outlined in this Agreement shall be borne by the
24 District.

25 **b.** The parties agree to treat all test results as confidential records.

26 **c.** The employees in this class shall have all rights deemed in accordance
27 with the collective bargaining agreement and/or law.

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1 **ARTICLE 17 - DISCIPLINARY ACTION & DISMISSAL PROCEDURES**

2 **17.1** The District may impose disciplinary procedures against permanent unit members
3 when the work performance or behavior of the unit member is such that prior verbal or
4 written warnings by the appropriate District supervisor(s) have failed to result in a
5 remediation of the unsatisfactory performance or behavior. The District may suspend with
6 pay, suspend without pay, dock pay for absence without proper authority, demote,
7 re-assign, or discipline the unit member in other appropriate manners to correct or
8 remediate the unit member's unsatisfactory performance or behavior. The District may
9 dismiss permanent bargaining unit members when the District has attempted, without
10 success, to remediate the unsatisfactory performance or behavior.

11 **17.1.1** – The District and Association agree that, where appropriate, Progressive
12 Discipline is an effective tool to correct unsatisfactory performance or behavior. The
13 District agrees that, when appropriate, informal correction can serve to change
14 behavior without the need to resort to the discipline process. However,
15 management reserves the right to implement discipline in accordance with this
16 section.

17 **17.2 Right to Request Hearing** - A unit member has the right to request an informal
18 hearing with that unit member's appropriate supervisor(s) prior to disciplinary action. If
19 requested, such a hearing will be held.

20 **17.3 Right to Suspend** - The District retains the right to suspend a permanent unit
21 member without warning when the health and welfare of students or other employees is
22 endangered by the continued presence of the unit member in the School District.
23 Additionally, the District may immediately suspend or demote a permanent unit member
24 with or without pay, pending a Board hearing on the disciplinary action of the employee, if
25 the Superintendent or his designee determines that the continued presence of such
26 employee is detrimental to the District or the employees of the District.

27 **17.4 Causes for Disciplinary Action** - Causes for disciplinary action shall include, but
28 not be limited to, the following:

- 29 a. Incompetence;
- 30 b. Inefficiency;
- 31 c. Inattention to or dereliction of duties;
- 32 d. Lack of ability;
- 33 e. Failure to perform the assigned duties in a satisfactory manner;
- 34 f. Insubordination;

- 1 g. Failure to obey direction and observe the rules of School District;
- 2 h. Willful and persistent violation of the provisions of District Policies, the
- 3 Education Code, or this Agreement;
- 4 i. Theft of school property;
- 5 j. Conviction of any felony;
- 6 k. Conviction of a misdemeanor involving moral turpitude, dishonesty, immoral
- 7 conduct, drunkenness on duty, addiction to the use of narcotics, or fraud in
- 8 obtaining employment with this School District;
- 9 l. Political activity, during the assigned hours of duty;
- 10 m. Persistent discourteous treatment of the public or of fellow employees or other
- 11 willful failure of good conduct tending to injure the public's service;
- 12 n. Absence from duty without appropriate leave;
- 13 o. Abandonment of position. Absence for three (3) or more consecutive
- 14 workdays; without contacting the immediate supervisor or the District shall be
- 15 deemed abandonment of position;
- 16 p. Inappropriate behavior related to sexual harassment;
- 17 q. Abuse of sick leave or other paid leave privileges;
- 18 r. Excessive absenteeism;
- 19 s. Falsifying any information supplied to the District, including, but not limited to,
- 20 information supplied on application forms, employment records, or any District
- 21 records;
- 22 t. Drinking or possession of alcoholic beverages on the job, or reporting for work
- 23 while intoxicated;
- 24 u. Addiction to the use or possession of narcotics or a restricted substance, use
- 25 of narcotics or restricted substances while on the job, or reporting to work
- 26 while under the influence of a narcotic or restricted substance.
- 27 v. Causing bodily injury to another person while on the job.

28 **17.5 Notification of Intention to Suspend or Dismiss** - Employees shall be notified in
29 person or by certified mail to the last known address of the District's intention to suspend
30 or dismiss prior to such District action in all cases other than those based upon the
31 District's belief that the health and welfare of students or other employees is endangered
32 by the continued presence of the employee.

33 **17.6 Procedure for Suspension of More Than Three (3) Days or Dismissal**

34 **17.6.1** - Notice of Recommendation for Suspension or Dismissal, including a

1 Statement of Charges shall be served upon the unit member initially. Service may
2 be by personal service or by certified mail sent to the unit member's most recent
3 address as recorded in the unit member's personnel file. The notice shall include:

4 a. A statement in ordinary and concise language of the specific acts and
5 omissions upon which the disciplinary action is based, a statement of the
6 cause for the action taken and, if it is claimed that a unit member has
7 violated a rule or regulation of the District, such rule or regulation shall be set
8 forth in said notice; the employee shall be given the right to respond either
9 orally or in writing. If the employee chooses to respond, he/she shall notify
10 the Assistant Superintendent of Human Resources or his/her designee within
11 three (3) working days;

12 b. A statement of his/her right to a hearing on said charges and the time
13 within which such hearing may be requested, which shall be not less than
14 ten (10) calendar days after service of the notice; and

15 c. A card or paper, the signing or filing of which shall constitute a demand
16 for a hearing and a denial of all charges.

17 **17.6.2** - Based on the response of the unit member, if any, the District will
18 determine if action should be taken.

19 **17.7** **Hearings**

20 **17.7.1** - All disciplinary hearings shall be held before the Board of Education of the
21 Colton Joint Unified School District, unless the Board of Education authorizes the
22 services of a hearing officer to conduct the hearing.

23 **17.7.2** - If the Board of Education authorizes a hearing officer that person shall be
24 subject to mutual agreement of the Association and the District.

25 **17.7.3** - An appropriate source for selection may be from:

- 26 1. A panel of local attorneys-at-law.
- 27 2. The California State Conciliation Service Administrative Law Judges.
- 28 3. Any other mutually agreeable person of recognized professional
29 competence.

30 **17.7.4** - The Board of Education or the hearing officer shall set the time and place
31 of the hearing. Upon completion of the hearing, the Board of Education or the
32 hearing officer shall prepare the findings of fact and conclusions of law that
33 constitute the results of the hearing and form the basis for the decision rendered,
34 not later than twenty (20) working days following the conclusion of the hearing.

1 The cost of the hearing proceedings shall be borne by the District. Any separate
2 costs developed by the employee relating to the hearing shall be paid by the
3 employee. These separate costs may include, but are not limited to, defense
4 attorney fees, investigation costs, witness fees, etc.

5 **17.7.5** - The burden of proof rests with the District. The decision of the Board of
6 Education is final and constitutes total exhaustion of administrative relief.

7 **17.8 - Short Term Suspension Without Pay (Suspension for Three (3) Days or Less)**

8 The Superintendent or his designee may suspend a permanent classified unit member
9 without pay for up to three (3) working days in accordance with Article 17.8. Prior to
10 imposing such a suspension, the unit member shall be informed in writing of the reasons
11 for the action and shall be given an opportunity to respond to the Superintendent or
12 designee. The unit member may appeal the suspension to the Board by filing a written
13 request to the Superintendent's office within five (5) calendar days following the first day
14 of suspension. If an appeal is timely filed, the Board shall review the written record, and
15 issue its decision within thirty (30) calendar days after the request for appeal was filed.
16 The unit member shall be compensated for any loss of salary resulting from such a
17 suspension not upheld by the Board.

18 **17.8.1 - Policy Application:** This policy shall not be construed to diminish the
19 District's authority to take disciplinary action in accordance with the law, including
20 such actions as are authorized by Education Code Sections 44010, 44011 and
21 45304. The procedures provided for herein shall be the sole and exclusive
22 administrative due process available to challenge disciplinary actions and
23 short-term suspensions.

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1 **ARTICLE 18 - LAYOFF AND REEMPLOYMENT**

2 **18.1 Reason for Layoff** - Layoff shall occur for lack of work or lack of funds as
3 determined by the District.

4 **18.2 Notice of Layoff**

5 **18.2.1** - "Layoff for lack of funds or lack of work" means a layoff, reduction in hours,
6 or demotion in lieu of layoff.

7 **18.2.2** - "Classification" means that each position in the classified service shall have
8 a designated title, a regular minimum number of assigned hours per day, days per
9 week, and days per year, a specific statement of the duties required to be performed
10 by the employees in each such position, and the regular monthly salary ranges for
11 each such position.

12 **18.2.3** - Upon the decision of the District to reduce the number of positions or the
13 hours of positions in the classified service of the District, written notice of layoff shall
14 be sent by certified mail or delivered in person to the affected unit member(s) by the
15 District.

16 **18.2.4** - The District shall send written notice of layoff to the affected unit member(s)
17 and the Association not less than sixty (60) days prior to the effective date of layoff,
18 informing the unit member and the Association of his/her displacement rights, if any,
19 and reemployment rights. Any notice of layoff shall specify the reason for layoff.

20 **18.2.5** - Nothing herein provided shall preclude a layoff for lack of funds in the
21 event of an actual and existing financial inability to pay salaries of classified
22 employees, nor layoff for lack of work resulting from causes not foreseeable or
23 preventable by the governing board, without the notice required herein.

24 **18.3 Order of Layoff and Bumping:**

25 **18.3.1** - The order of layoff of unit member(s) shall be determined by seniority within
26 the affected classification. Seniority is determined by date of hire in a classification,
27 including time employed in a higher classification, if applicable. The unit member
28 with the least seniority in the affected classification shall be laid off first. Bargaining
29 unit members who are subject to layoff shall have the right to exercise bumping
30 rights into a classification previously held by the unit member, providing that the
31 classification into which he/she is bumping is equal to or lower than the classification
32 currently held.

33 **18.3.2** - Unit members desiring to exercise their option to "bump" shall submit their
34 request in writing, via certified mail, or personal delivery to the Human Resources

1 Division within a ten (10) calendar day period from the date the notice of layoff was
2 personally served or mailed or the date of the postmark on the envelope if the
3 letter is returned marked "not claimed" by the Post Office.

4 **18.3.3** - **Seniority - Date of Hire:** For purposes of this Article, date of hire(s) shall
5 mean the first date of paid service as a classified unit member in a classification(s).
6 Date of hire shall not be interpreted to mean any service performed prior to entering
7 into probationary status in the classified service of the District.

8 **18.3.4** - In the case of two (2) or more unit members having the same seniority
9 date, the order of layoff of such unit members shall be determined by lot.

10 **18.4 Employment Procedure:**

11 **18.4.1** - A unit member who is laid off shall be placed on a thirty-nine (39) month
12 reemployment list. The unit member shall be required to maintain his/her current
13 address with the District Office. Unit members who take voluntary demotion or
14 voluntary reduction in assigned time in lieu of layoff shall be placed on a sixty-
15 three (63) month reemployment list.

16 **18.4.2** - If, during a unit member's eligibility period for reemployment, a
17 classification becomes vacant, in which he/she has previously served as provided
18 in Section 18.3, the District shall send written notice by certified mail to the last
19 known address of the affected unit member(s) offering reemployment in order of
20 seniority.

21 **18.4.3** - The unit member(s) shall notify the District in writing of his/her intent to
22 accept reemployment within ten (10) calendar days following the date notice was
23 mailed. Failure to do so shall be deemed a rejection of the offer of reemployment.
24 After two (2) rejections, the unit member shall be deemed to have waived his/her
25 reemployment rights and shall be removed from the reemployment list. A
26 declination of a position of lesser hours or lower salary range shall not be deemed
27 a rejection.

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1 **ARTICLE 19 - PERSONNEL FILES**

2 **19.1** The personnel file of each unit member shall be maintained at the District Human
3 Resources Office. Such file shall be available for inspection by the unit member or a
4 representative of the Association upon written authorization from that unit member. Copies
5 of materials in the unit member's personnel file may be obtained by the unit member for a
6 nominal fee (20 cents per individual sheet). A minimum of three (3) days advance notice
7 must be given the Human Resources Office for copies of material in the unit member's
8 personnel file.

9 **19.2** Access to personnel files shall be limited to the members of the District
10 administration, management, and supervisors on a need-to-know basis. Board of
11 Education members may request to review a unit member's personnel file in a Personnel
12 Session of a Board of Education meeting. A form shall be attached to the front of each file
13 whereon the person reviewing the file shall put his/her signature, the date, and purpose for
14 reviewing the file each time the file is reviewed. Neither the provision on adding material
15 nor reviewing a file shall apply to members of the Human Resources Office when they are
16 performing the regular functions of their jobs. The contents of all personnel files shall be
17 kept in the strictest confidence.

18 **19.3** Any person who places written material or drafts written material for placement in
19 the unit member's file shall sign the material and indicate the date on which the material
20 was drafted.

21 **19.4** Information of a derogatory nature shall not be entered or filed until the employee is
22 given a copy of said material with the opportunity to review and comment thereon. A unit
23 member shall have the right to enter or have attached his/her own comments to any
24 derogatory statement.

25 **19.5** The unit member may review his/her personnel file during normal business hours
26 of the Human Resources Office. The employee may be released from duty during
27 normal working hours for this purpose without salary deduction. However, the unit
28 member must make an appointment, in advance, with the Human Resources Office to
29 arrange a specific time for reviewing his/her personnel file.

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1 **ARTICLE 20 - ORIENTATION AND IN-SERVICE TRAINING**

2 **20.1** All orientation and in-service training of unit members shall be conducted during the
3 period designated by the Board of Education as the workday and work year for those unit
4 members involved.

5 **20.2** The hours of service for unit members on days designated for orientation or in
6 service training activities shall be at the same rate of pay as if the unit member was at the
7 job site.

8 **20.2.1** Supervisors shall meet with new employees (either new to the district or
9 transfers to the site) to review general workplace expectations.

10 **20.3** The District will provide in-service training programs, where appropriate, with the
11 purpose of enhancing the skills, knowledge, or abilities of the unit members in their current
12 jobs. Attendance at such in-service training programs is mandatory and failure to attend
13 will result in appropriate disciplinary action.

14 **20.4** Nutrition Services department in-service meetings are to be held on days when
15 schools have in-service or staff development activities, when schedules can be arranged to
16 do so.

17 **20.5** CSEA will provide membership packets to Human Resources Division. Human
18 Resources Division agrees to provide all new hires with a CSEA membership packet upon
19 hire.

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1 **ARTICLE 21 - CONCERTED ACTIVITIES**

2 **21.1** It is agreed and understood that there will be no strike, work stoppage, slow-down,
3 picketing in connection therewith or refusal or failure to fully and faithfully perform job
4 functions and responsibilities, or other interference with the operations of the District by
5 Association or by its officers, agents, or members during the term of this Agreement,
6 including compliance with the request of other labor organizations to engage in such
7 activity.

8 **21.2** The Association recognizes the duty and obligation of its representatives to comply
9 with the provisions of this Agreement and to make every effort toward inducing all
10 employees to do so. In the event of a strike, work stoppage, slow-down, or other
11 interference with the operations of the District by employees who are represented by the
12 Association, the Association agrees in good faith to take all necessary steps to cause
13 those employees to cease such action during the term of this agreement.

14 **21.3** The Association acknowledges that the foregoing by any employee during the term
15 of this agreement may constitute just cause for disciplinary action by the District.

16 **21.4** The District agrees it will not engage in a lockout during the term of this Agreement.

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1 **ARTICLE 22 - SAVINGS**

2 **22.1** If, during the life of this Agreement, there exists any applicable law or any
3 applicable rule, regulation, or order issued by governmental authority other than the District
4 which shall render invalid or restrain compliance with, or enforcement of, any provision of
5 this Agreement, such provision shall be immediately suspended and be of no effect
6 hereunder so long as such law, rule, regulation, or order shall remain in effect. Such
7 invalidation of part or portion of this Agreement shall not invalidate any remaining portions,
8 which shall continue in full force and effect.

9 **22.2** In the event of suspension or invalidation of any Article or Section of this
10 Agreement, the parties agree to begin meeting and negotiating within thirty (30) days after
11 such determination for the purpose of arriving at a resolution.

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1 **ARTICLE 23 - SUPPORT OF AGREEMENT**

2 **23.1** The District and the Association agree that it is to their mutual benefit to encourage
3 a resolution of differences through the meet and negotiation process. Therefore, it is
4 agreed that the District and the Association will support this Agreement for its term and will
5 not appear before any public agencies to seek change in any matter subject to the meet
6 and negotiation process, except by mutual agreement of the District and the Association.

7 **23.1** The Agreement shall remain in full force and effect beyond the stated expiration
8 date from day to day until such time as a new or modified agreement is ratified by both
9 parties.

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1 **ARTICLE 24 - EFFECT OF AGREEMENT**

2 **24.1** It is understood and agreed that the specific provisions contained in this
3 Agreement shall prevail over District practices and procedures and over State laws to the
4 extent permitted by State law, and that, in the absence of specific provisions in this
5 Agreement, such practices and procedures are discretionary with the District.

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1 **ARTICLE 25 – NONDISCRIMINATION**

2 **25.1** The District shall not discriminate against any unit member with respect to the
3 application of any specific provision contained in the Agreement on the basis of race, color,
4 creed, age, gender, national origin, marital status, medical condition, pregnancy, sexual
5 orientation, religion, disability, or membership or participation in legal Association activities.

6 **25.2** Violations of this section shall not be subject to the grievance procedure contained
7 in the Agreement where the claim is within the jurisdiction of an outside agency such as
8 the Department of Fair Employment and Housing (DFEH) or Equal Employment
9 Opportunity Commission (EEOC).

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1 **ARTICLE 26 - COMPLETION OF MEET AND NEGOTIATION**

2 **26.1** During the term of this Agreement, both sides agree that they shall not be obligated
3 to meet and negotiate, unless mutually agreeable, with respect to any subject or matter
4 whether or not referred to or covered in this Agreement, even though such subject or
5 matter may not have been within the knowledge or contemplation of either or both the
6 District or the Association at the time they met and negotiated on and executed this
7 Agreement, and even though such subjects or matters were proposed and later withdrawn.

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1 **ARTICLE 27 - TERM**

2 **27.1** This Agreement shall remain in full force and effect up to and including
3 June 30, 2016, and thereafter shall continue in effect year-by-year unless one (1) of the
4 parties notifies the other in writing no later than April 1st of its request to modify, amend or
5 terminate the Agreement.

6 **27.2** In addition, during the second and third year of the term of this Agreement, salary,
7 health and welfare benefits, and up to two (2) other articles may be reopened by either
8 party so long as notice of intent to reopen is served upon the other party by April 1st of the
9 current contract year. Exceptions to the above notice date may be granted by mutual
10 agreement of both parties.

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