

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 Appendix  
4     II, attached hereto and incorporated by reference as part of this Agreement. In the event  
5     the District hereafter creates a new unit member job classification or substantially changes  
6     the duties of a current bargaining unit position, the District shall so notify the Association.  
7     The parties shall thereafter meet and negotiate with regard to whether or not such position  
8     is to be included within the Bargaining Unit. If the parties cannot agree thereupon, either  
9     party, or both parties jointly, may petition the Public Employment Relations Board (PERB)  
10    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 of  
3     any notice, statement, or other instrument, the same shall be deemed to have been duly  
4     given, served, or delivered, either upon personal delivery or by mailing the same by United  
5     States mail or District mail, to the party entitled thereto at the address set forth below:

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

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

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18                                           Rancho Cucamonga Field Office  
19                                           10211 Trademark St. Unit A  
20                                           Rancho Cucamonga, CA 91730

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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 curriculum;  
10    build, move, or modify facilities; establish budget procedures and determine budgetary  
11    allocation; determine the methods of raising revenue; may lawfully contract out work on  
12    the same basis and for the same reasons as it has in the past, and take action on any  
13    matter in case of any emergency. In addition, the District retains the right to hire, classify,  
14    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 such  
19    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 mis-application  
4     of the specific provisions of this Agreement that has not been resolved through informal  
5     discussion with the site administrator or immediate supervisor. The term "grievant" shall  
6     include either the unit member or the Association, whichever is applicable.

7             **4.1.1** - "Days", for the purpose of this Article, will mean regular working days when  
8             the District Office is open for business.

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

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

14    **4.2**     This grievance procedure shall not be used to challenge or change policies,  
15    regulations, or procedures of the District which are not included in this Agreement, nor shall  
16    the grievance procedure be used for other matters for which specific methods of review  
17    are provided by law, District policies, rules or regulations.

18    **4.3**     The purpose of this procedure is to secure, at the lowest possible administrative  
19    level, solutions to problems, which may from time-to-time arise concerning the  
20    interpretation and application of this Agreement.

21    **4.4**     Since it is important that grievances be processed as rapidly as possible, the time  
22    limits specified at each level should be considered to be maximums, and every effort should  
23    be made to expedite the process. Any of the time limits set forth in this Article may be  
24    waived by written agreement between the parties. Any of the levels or procedures in the  
25    Article may be waived by written agreement between the parties.

26    **4.5**     Every unit member shall have the right to present grievances in accordance with  
27    these procedures with or without representation. Nothing contained in this Article shall be  
28    construed to prevent any individual unit member from discussing a problem with a  
29    representative of the District and having it resolved without filing a grievance as provided  
30    herein.

31    **4.6**     The failure of the grievant to act within the prescribed time limits stated in this Article  
32    will act as a bar to any further appeal. The failure of the District to give a decision within  
33    the time limits shall permit the grievant to proceed to the next step.

34    **4.7**     In any instance where the Association is not represented in a formal grievance, the

1 District shall not agree to a resolution of the grievance until:

2       a. The exclusive representative has received a copy of the grievance and the

3       proposed solution to the grievance;

4       b. The Association has been given an opportunity to file a response within two (2)

5       days. Any proposed solution, which would change the terms of this Agreement,

6       must be agreed to by the Association.

7 **4.8** Hearings and conferences under this procedure shall be conducted at a time and

8 place which will afford an opportunity, as much as possible, for all persons entitled to be

9 present to attend and will be held, in so far as possible, after the normal duty hours of the

10 personnel involved. When such hearings and conferences are held at the request of the

11 District during the regular workday, all unit members, whose presence is required, shall be

12 released without loss of pay for those hours they are required to attend such hearings or

13 conferences. However, the District will not release, without loss of pay, more than one (1)

14 Association representative per grievance.

15 **4.9** Any investigation or handling or processing of a grievance by a grievant, or the

16 Association, shall be conducted so as to result in no interference with or interruption of the

17 instructional program or regular workflow.

18 **4.10 Association Release Time** - Association representatives may be designated by

19 the Association to take up matters pertaining to grievances. Upon request, the Association

20 shall be afforded six hundred and fifty-six (656) hours of paid release time per calendar

21 year, not to be accumulated, for investigation of grievances or other union business.

22 **4.11** Although a specific time period is provided for administrative decisions at each level

23 of the grievance procedure, it is recognized that at each level of the procedure grievance

24 claims shall be assigned consecutive numbers, based upon the time and date on which

25 written grievances are received by supervisory or administrative personnel. These

26 grievances shall be processed in a sequential manner, following a pattern that first filed will

27 be first considered. Regardless of specific time periods provided for decisions at the

28 various levels of this procedure, no supervisor or administrator will be required to consider

29 more than two grievances in any one week.

30 **4.12 Release Time - President**

31       a. The President of the Association shall be released 80% from his/her regular

32       duties to the District for the full term of this Agreement.

33       b. The President of the Association shall be contracted for the same work year as

34       the President's current position. By July 1<sup>st</sup> of each school year, the President

- 1 of the Association shall provide to the District Superintendent or designee, a  
2 tentative work calendar for that school year.
- 3 c. The President of the Association shall be paid in the same manner as if the  
4 person were a regular employee of the District, and shall suffer no reduction in  
5 salary, step, fringe, or other benefits. If the President of the Association is absent  
6 from regular duties for no more than four (4) years, the President of the  
7 Association shall also be guaranteed the right to return to the site and position  
8 occupied before taking office if said position would have still been available in  
9 the normal course of events. If the President of the Association is absent from  
10 normal duties for more than four (4) years, the same position and work calendar  
11 shall be guaranteed ~~within~~ **by** the District. CSEA agrees that the District may fill  
12 the President's vacated position with a substitute or short-term employee.  
13 Additionally, the District may involuntarily transfer the employee serving in place  
14 of the President in accordance with Article 10.5.
- 15 d. The President of the Association will receive full California Public Employees  
16 Retirement System (CalPERS) service credit for all contracted work days to the  
17 extent permitted by law and CalPERS.
- 18 e. The President will be eligible for overtime if they comply with the procedures for  
19 signing up for the opportunity.
- 20 f. During their term of office, the President must maintain the minimum qualifications  
21 for their position, including any continuing licensing and education requirements.
- 22 g. The District shall cover 70% of the costs associated in section 4.12.
- 23 h. The Association shall cover 30% of the costs associated in section 4.12. The  
24 Association agrees to apply .06% of its negotiated 2022-2023 ongoing salary  
25 increase, which shall cover CSEA's 30% of the costs associated in section 4.12  
26 in perpetuity.
- 27 **4.13** In a case of multiple grievance claims on the same or similar issues, the District  
28 may elect to hear only the first written grievance filed, and the decision rendered shall be  
29 applicable to all claims on the same issue, arising from the same set of circumstances.
- 30 **4.14 Informal Level:** Before filing a formal grievance, the grievant should attempt to  
31 resolve the grievance by an informal conference with the grievant's immediate supervisor.
- 32 **4.15 Level One:** Within fifteen (15) days of the event, act or omission, or when the unit  
33 member could reasonably have known of the event, act or omission, the grievant must  
34 present his grievance, on the appropriate District form, to his/her immediate supervisor or

1 designated representative. This statement shall be a clear, concise statement of the  
2 grievance, the circumstances involved, the decision rendered at the informal conference,  
3 and the specific remedy sought. The supervisor, or designated representative, shall  
4 communicate his/her decision to the unit member, in writing, within ten (10) days after  
5 receiving the grievance. If the supervisor, or representative, does not respond within the  
6 time limits, the grievant may appeal to the next level. Within the above time limits, either  
7 party may request a personal conference with the other party.

8 **4.16 Level Two:** In the event the grievance has not been satisfactorily settled at Level I,  
9 the grievant may appeal the decision, on the appropriate District form, to the Assistant  
10 Superintendent, Human Resources, within ten (10) days. The statement shall include a  
11 copy of the original grievance, the decision rendered, a clear and concise statement of the  
12 reasons for the appeal, and the specific remedy sought. The Assistant Superintendent,  
13 Human Resources, shall communicate his decision within ten (10) days after receiving the  
14 appeal. Either the grievant or the Assistant Superintendent, Human Resources may  
15 request a personal conference within the above time limits. If the Assistant Superintendent,  
16 Human Resources does not respond within the time limits, the grievant may appeal to the  
17 next level.

18 **4.17 Level Three:** If the grievance is not resolved in Level II, a written notice of appeal  
19 to Level III shall be served to the District within ten (10) days following the disposition of  
20 the grievance in Level II. If requested by either party, the issue shall be submitted to  
21 mediation. A mediator appointed by the State Conciliation Service will hear both positions  
22 and render non-binding suggestions in the hope that a solution will result.

23 **4.18 Level Four:** In the event the grievance has not been satisfactorily settled at Level  
24 III, the grievant may appeal to the Association, which will within ten (10) days submit a  
25 request in writing to the Superintendent for binding arbitration of the dispute.

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

31 The fees and expenses of the arbitrator and the hearing shall be borne equally by  
32 the District and the Association. All other expenses shall be borne by the party incurring  
33 them.

34 The arbitrator shall, as soon as possible, hear evidence and render a decision on

1 the issue or issues submitted to him/her. If the parties cannot agree upon a submission  
2 agreement, the arbitrator shall determine the issues by referring to the written grievance  
3 and the answers thereto at each step.

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

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

9 After a hearing and after both parties have had an opportunity to make written  
10 arguments, the arbitrator shall submit in writing to all parties his findings and decisions,  
11 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 Association form, subject to the following conditions:

5             **5.1.1** - Such deduction shall be made only upon submission of the Association form  
6             to the designated representative of the Association, duly completed and executed  
7             by the employee and the Association. The Association shall provide written  
8             notification to the District of any unit member who is a member of CSEA and its  
9             Chapter 244, or who has applied for membership, and who has authorized  
10            deduction of unified membership dues, initiation fees and general assessments in  
11            the Association.

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

18           **5.1.3** - The District shall deduct dues from the salary warrant of any current unit  
19           member. At the option of the unit member, payment of dues may be made directly  
20           to the Association in advance, on a monthly or annual basis.

21     **5.2**     The Association shall indemnify and reimburse the District for attorneys' fees, all  
22     costs, expenses, fees, and judgments incurred by the District and, further, shall fully  
23     indemnify the District against any and all lawsuits or other legal proceedings which  
24     may be brought about against the Board or District personnel arising out of and in  
25     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 shift  
4     differential, longevity increments, etc. required to be paid under this Agreement.

5             **6.1.1** – All classified salary schedules shall reflect an increase of 10.06% effective  
6             July 1, 2022.

7             **6.1.2** – All unit members in paid status as of the date that the Board approves a  
8             tentative agreement shall receive a one-time 3% off schedule bonus for the 2022-  
9             2023 school year.

10    **6.2**     The District will provide information concerning deductions from the unit member's  
11    pay warrants for those items which are set forth on the standardized San Bernardino  
12    County Earnings, Deductions and Leave Statement that is attached to each pay warrant.  
13    No optional salary deductions will be made from the unit member's earnings without written  
14    authorization from the unit member.

15    **6.3**     Whenever an error is made in a calculation or reporting of any unit member's payroll  
16    or in the payment of any unit member's salary, the District shall, subject to the limitations  
17    imposed by the County Payroll Service, within five (5) days following mutual determination  
18    of such error, provide the unit member with a supplemental payment and a statement of  
19    the correction.

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

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

33             **6.3.3** - The repayment must be completed by the end of the current calendar year  
34             or fiscal year.

1     **6.4**     Unit members shall be granted longevity service increments of two and a half  
2     percent (2.5%) starting with the 10th, 15th, and 20th year. Beginning with the 25<sup>th</sup> year,  
3     longevity increments will be 3% and each five-year period of service thereafter. Unit  
4     members will receive an additional \$909 during the final year of service with a minimum of  
5     three-month notice of intent to retire. Increments to be effective July 1st and will be  
6     computed on a compounded basis.

7     **6.5**     All bargaining unit members, with the exception of the Child Development Teachers  
8     (Salary Schedule "E"), shall be eligible for the School Board approved professional growth  
9     program which is set forth in Appendix VII, Classified Professional Growth Program.  
10    Professional growth shall not be compounded.

11   Example of calculation of 6.4 and 6.5:

12   LI     =     Longevity Increment

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

14   PGI    =     Professional Growth Increment

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

16   Pre 12/1/97 Grandfather Clause:

17   Base Salary x 1<sup>st</sup> LI x 2<sup>nd</sup> LI x 3<sup>rd</sup> LI x 10% PGI     =Total Salary

18   Post 12/1/97 Appendix VII:

19   Base Salary x 1<sup>st</sup> LI x 2<sup>nd</sup> LI x 3<sup>rd</sup> LI + \$3,000 PGI   =Total Salary

20   **6.6     Bilingual Skills Differential:** A full-time unit member whose job classification does  
21   not require bilingual skills as a condition of employment and who is responsible for  
22   communicating with people in a language other than English (including sign language) and  
23   performs this duty on a regular basis, and whose use of this language is a significant benefit  
24   to the operation of the District, shall be granted a monthly differential.

25         **a.** Qualified unit members approved by the District shall be granted \$100 per month  
26         for verbal bilingual communication skills when required;

27         **b.** Qualified unit members required to perform written translations on a regular  
28         basis shall be granted \$150 per month;

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

31         **d.** Qualified unit members shall be unit members who have passed the District's  
32         bilingual skills tests for verbal communication and/or written translation. The District  
33         reserves the right to require periodic testing of qualified unit members to evaluate

1 the rating of the Bilingual Differential. The Bilingual Differential shall be granted by  
2 the Superintendent or his designee;

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

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

8 g. The Bilingual Skills Differential for any unit member may be terminated at any  
9 time by the District or the unit member at which time the differential shall no longer  
10 be paid;

11 h. The Bilingual Skills Differential shall be pro-rated for regular part-time unit  
12 members;

13 i. The District retains the sole right to determine the number and the placement of  
14 positions to be paid the Bilingual Skills Differential.

15 **6.7 Alternative Retirement Plan for Unit Members Working Less Than Four (4)**  
16 **Hours Per Day**

17 **6.7.1** - IRS CODE 3121 (B) (7) (F) requires, effective July 1, 1991, that all unit  
18 members working less than four (4) hours contribute to PERS, Social Security, or  
19 a qualified alternative plan at a rate of 7.50% of total wages earned.

20 **6.7.2** - The District agrees to pay 30% of the 7.50% or combined Social Security  
21 and Medicare rate, of the total wages earned.

22 **6.7.3** - The District and Bargaining Unit agree to hold each party harmless as set  
23 forth in hold harmless agreements adopted by County Counsel and Bargaining Unit  
24 Counsel.

25 **6.7.4** - The Bargaining Unit shall select the alternative plan. All unit members  
26 affected shall pay any and all additional costs connected therewith any alternative  
27 plan selected. No individual unit member shall have an option to withdraw from the  
28 selected alternative plan unless it is the desire of the Bargaining Unit to withdraw in  
29 total.

30 **6.7.5** - Withdrawal shall be in accordance with the alternative plan agreement and  
31 any and all additional costs connected with the withdrawal shall be an expense of  
32 the unit member.

33 **6.8 Mileage Reimbursement** –

34 **6.8.1**-Any unit member required to work at a work site on a temporary assignment which

1 is more than four (4) miles from his/her normal work site shall be compensated for the  
2 total mileage difference between his/her normal work site and his/her temporary work  
3 site, at the amount established by the Internal Revenue Services (IRS) for  
4 reimbursement for mileage.

5 **6.8.2-** Any use of a unit members personal vehicle for travel from one work site to  
6 another during the course of their regular work day, shall be reimbursed for the total  
7 mileage at the amount established by the Internal Revenue Services for mileage.

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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 the  
6     salary recommendation within ten (10) days of receipt of the District notice. If there is no  
7     written response, the District may proceed. If the parties cannot agree, thereupon, either  
8     party or both parties may petition PERB for a declaration of impasse. The assignment of  
9     salary range to a class shall be known as a "salary classification". A new unit member  
10    shall start at step one (1) of the Salary Schedule, unless prior experience or education  
11    directly related to his/her job assignment is of sufficient value to warrant assignment to a  
12    higher increment step of the Schedule as determined by the Assistant Superintendent,  
13    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 classification

17           - The unit member will be placed at the step on the new range, which provides at  
18           least five percent (5%) above his/her previous salary placement.

19           **7.2.2** - Unit member initiated placement in a position at a lower salary classification

20           - The unit member will be placed at the step on the new range, which is closest in  
21           dollar amount to his/her previous salary placement.

22           **7.2.3** - Placement of unit member to a lower salary classification - The unit  
23           member shall continue at his/her former salary rate for a period of one (1) year. At  
24           the end of one (1) year, the unit member will be placed at the step on the new  
25           range, which is closest in dollar amount to his/her previous salary. The unit member  
26           will move to the next higher salary increment, if any, at the end of the current fiscal  
27           year.

28   **7.3**     **Re-Classification**

29           **7.3.1** - Whereas a result of the gradual increase of duties being performed by a  
30           unit member, and where the duties will be extended on a continuing basis, the  
31           incumbent shall be entitled to have the position considered for an upgrade to a  
32           higher classification. The appropriate request form shall be completed by the unit  
33           member and submitted to the Human Resources Division Office. All requests shall  
34           annually be submitted by the second Monday in January, at which time, the

Reclassification Committee will convene within twenty (20) workdays in an effort to reach concurrence on all submitted reclassification requests.

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

**7.3.3** - When a unit member occupies a position which is reclassified to a higher range because of the comparability study or revision of duties, that person will be reassigned to the reclassified range at the same increment (step) occupied prior to the reclassification; such change to be effective July 1 of the school year in which the request was submitted.

**7.3.4** - Any upward salary adjustments resulting from a reclassification study shall be limited to four (4) ranges or ten percent (10%), unless mutually agreed upon by the District and CSEA that a unit member needs special consideration.

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

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

**7.5** **Review of Job Classifications:**

Job classifications shall be reviewed on a rotational basis to ensure job classifications, titles, and salaries are current. Benchmark districts will be Fontana,

1 Rialto, San Bernardino City, Redlands, Ontario-Montclair, Hesperia, Upland, and  
2 Chaffey Joint Union High School District. Job classifications shall be reviewed  
3 every three (3) years as follows:

4 7.5.1 Information Technology, Library/Media, Fiscal Services, Printing, Nutrition  
5 Services.

6 7.5.2 Clerical/Secretarial, Safety/Security, Transportation, Warehouse

7 7.5.3 Instructional Support, Student Services, Custodial, Grounds, Maintenance

8 Any changes shall be effective July 1<sup>st</sup> of the following year. When a unit member occupies  
9 a position, which is reallocated to a higher range as a result of a job classification review,  
10 that person shall be reassigned to the reallocated range at the same increment (step)  
11 occupied prior to the reallocation.

12 **7.6 Number of Pay Periods Per Year** – A unit member working a minimum of 10 days  
13 in the month of July will receive full pay (semi-monthly) for that month. A unit member  
14 working a minimum of 10 days in the month of August will receive full pay (semi-monthly  
15 for that month. Months of September through June will be paid in 20 equal payments. Pay  
16 is received in 18, 20, 22, or 24 equal payments depending on work year.

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

20 **7.6.1** - Less than 24-payment employees may choose deferred net pay options,  
21 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 hours  
3     a day, or a minimum of twenty (20) hours a week, to be eligible to participate in the benefit  
4     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 benefit  
13    plan may change yearly based on recommendations of the Benefits Advisory Committee.  
14    Any change in benefits listed above will be subject to negotiations. Any increase in District  
15    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 HMO  
18            and dental plans offered. Effective July 1, 2021, the District shall fully fund on behalf  
19            of the unit members hired on July 1, 2006, or thereafter, the cost of one of the two  
20            (2) lowest cost HMO plans and one of the two (2) dental plans offered.

21            If the unit member chooses to participate in a more expensive hospitalization /  
22            medical or dental plan offered by the District, the unit member shall pay the  
23            additional cost through monthly payroll deduction. Such unit members employed  
24            for less than seven hours per day shall be entitled to prorated benefits as set forth  
25            in Section 8.2 below.

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

	<u>Hours per day</u>	% employee cost	% employee cost
		<u>thru 4/30/2021</u>	<u>effective 5/1/2021</u>
34	4 hrs	50.00 %	42.86%

1	4 hrs 15 min	46.88 %	39.29%
2	4 hrs 30 min	43.75 %	35.71%
3	4 hrs 45 min	40.63 %	32.14%
4	5 hrs	37.50 %	28.57%
5	5 hrs 15 min	34.38 %	25.00%
6	5 hrs 30 min	31.25 %	21.43%
7	5 hrs 45 min	28.13 %	17.86%
8	6 hrs	25.00 %	14.29%
9	6 hrs 15 min	21.88 %	10.71%
10	6 hrs 30 min	18.75%	7.14%
11	6 hrs 45 min	15.63 %	3.57%

12

13 **8.3 Effective dates of insurance** - District benefit plans are in effect July 1 through the  
14 following June 30.

15 **8.4 Deductions & Payments** - Payments to District benefit plans are made equally  
16 during the year. Any deductions authorized by the unit members will correspondingly be  
17 deducted July through June. (July for August coverage, etc.)

18 **8.5 Continuation of Plan** - Authorized deductions for District or Voluntary benefit plans  
19 will be continued unless requested in writing by the unit member to discontinue during open  
20 enrollment. Adjustments of any necessary payroll deductions will automatically be made  
21 to reflect rate changes and/or changes in the amount of the unit member's contribution.

22 **8.6 Application for District Benefits**

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

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

1 Application completed and returned by September 20; coverage effective  
2 November 1.

3 Application completed and returned by October 9; coverage effective  
4 November 1.

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

7 **8.7 Voluntary Benefit Deductions**

8 Disability Insurance \* Life Insurance  
9 Cancer Insurance Tax Shelter Annuity  
10 Credit Union \*\*  
11 EFT - Electronic Fund Transfer - full paycheck\*\*

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

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

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

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

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

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

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

34 **a.** Unit member's age is fifty (50) or above;

- 1           b. Completion of 15 years of benefit eligible service with the District. (20 hours a  
2           week or more);  
3           c. Letter of resignation received thirty (30) days prior to retirement date.  
4           (cont)

5                   **Example:**     A full time unit member:  
6                                 15 years x 8 hours = 120 units = 100% of premium paid  
7                   **Example:**     A part time unit member:  
8                                 5 years x 4 hours = 20 units  
9                                 6 years x 5 hours = 30 units  
10                                4 years x 6 hours = 24 units  
11                                15 years                 = 74 units   74/120 = 61.6% premium paid

- 12           d. If the unit member or spouse becomes Medicare eligible, they must pledge both  
13           parts a. and b. of their Medicare to the District's medical plan and the District  
14           will provide a supplement plan. The supplement plan shall be as close to  
15           regular District benefits as available.

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

21   If a husband and wife are both unit members, and both retire at the end of the same month,  
22   or during the same school year, the District will pay for only one (1) medical program.  
23   Should one (1) spouse die, the eligibility for medical insurance coverage under this Article  
24   would automatically transfer to the surviving spouse.

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

1    **8.11 Carriers and Coverage** - Specific carriers and coverage of District insurance plans  
2 shall be mutually agreed to by the Association and the District. Requests by either party  
3 to change existing insurance plans must be submitted to the Benefits Advisory Committee  
4 in a timely manner.

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

13   **8.13 Alternative Retirement Plan** - Unit members not in PERS, working less than four  
14 (4) hours per day, shall have an alternative retirement plan. (See Article 6.7)

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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 full-time  
4     unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours,  
5     excluding a lunch period of not less than one-half (.5) hour, and consisting of five (5)  
6     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 advance  
10    notice except in case of emergencies. Each unit member shall be assigned a regular  
11    minimum number of working hours per day and working days per year. All unit members  
12    will be held accountable for strict adherence to the work schedule. If additional time is  
13    needed the employee may submit a written request to their immediate supervisor and the  
14    Human Resources Division. If a unit member has a worker compensation light duty order  
15    from a doctor, the ten (10) calendar day notice required for a change of hours may be  
16    waived and the unit member may be reassigned by the supervisor to duties and time that  
17    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 periods  
25    not used. However, rest periods of a total of thirty (30) minutes per day on evening shifts  
26    or special work shifts may be scheduled to the mutual convenience of the unit member and  
27    his/her immediate supervisor. Part-time employees are entitled to a rest period in  
28    proportion to hours worked. Rest periods are to be observed at the work site where the  
29    unit member is performing duty. If unit members leave that work site during their rest  
30    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 period,  
32    without pay, after the unit member has normally been on duty at least four (4), but not more  
33    than six (6) hours. The length of time for such lunch period shall be for a minimum of  
34    one-half (.5) hour, but no longer than one (1) hour, and shall be scheduled for full-time unit

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

15 **9.6 Overtime** - For the purposes of this Article, overtime is defined as any time required  
16 to be worked in excess of eight (8) hours in any one (1) workday, or any time in excess of  
17 forty (40) hours in any one (1) workweek. For the purpose of computing the number of  
18 hours worked, time during which the unit member is excused from work because of  
19 holidays, sick leave, vacation, compensated time off, or other paid leaves of absences shall  
20 be considered as time worked by the unit member. The District retains the right to order  
21 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 will  
27 be distributed as equally as possible within the work force qualified to perform those  
28 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 supervisor  
32 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 the  
7 regular rate of pay for all hours worked. The minimum split shift for bus drivers will be ten  
8 (10) minutes. Bus drivers will clean their bus during any paid layover period that occurs  
9 due to the minimum split shift requirement.

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

12 **9.10 Time for Voting** - If, during an emergency overtime situation, a unit member's work  
13 schedule is such that it does not allow sufficient time to vote in any Federal, State, or local  
14 election in which the employee is entitled to vote, the District shall arrange to allow sufficient  
15 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 one-and-one-half  
18 (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 one  
21 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 days  
25 within a fifteen (15) day calendar period, he/she shall be paid at the higher classification  
26 for the entire period during which he/she was required to work out of classification. The  
27 pay step on the higher salary range shall be ~~on the next higher dollar figure~~ **at least 5%**  
28 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 day)  
30 unit member's regularly assigned work falls after 6:00 p.m., he/she shall receive a shift  
31 differential premium of five percent (5%) above the regular rate of pay for all hours worked.

32 **9.15 Event Staffing** - Event refers to all district and site unassigned seasonal work not  
33 included or attached to the CSEA bargaining unit. Such activities shall be limited to high  
34 school events.

1        9.15.1 – Effective July 1, 2023, CSEA Unit Members shall receive an hourly rate of  
2        \$50 or the same rate of pay agreed upon by ACE (Association of Colton Educators),  
3        whichever is higher, for extra duty assignments as reflected in the ACE bargaining  
4        agreement.  
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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 shall interview each  
18     qualified unit member submitting an application or transfer request form. At the discretion  
19     of the unit member, transfer candidates, may request a transfer by submitting an online  
20     application or a transfer request form. The District management shall post all known  
21     bargaining unit vacancies and e-mail the job posting(s) to the Association Chapter  
22     President. In addition, at least three business days prior to the job posting opening, the  
23     District shall provide to the Association Chapter President and First Vice President the  
24     following information: the position being posted; the hours per day and work calendar for  
25     the position; and who will be able to apply for the position (e.g. "open to outside" or "open  
26     to current regular employees").

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

1       **10.2.2** - Any permanent unit member as defined in Article 11.2 of this Agreement  
2       may apply for Transfer, Promotion, Reassignment, or Voluntary Demotion to a  
3       posted position by submitting an online application or transfer request form. A  
4       newly hired unit member who has not passed his/her initial probationary period is  
5       eligible to apply only for other positions in his/her classification, which result in  
6       increased hours and/or change of job site.

7       **10.2.3** – Transfer, Reassignment, or Voluntary Demotion shall not affect a unit  
8       member's salary increment date, accumulated sick leave, or accumulated vacation.  
9       A promotion may affect a unit member's salary increment date.

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

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

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

29       **10.3.1** – Interview panels for all classified bargaining unit posted vacancies shall  
30       consist of one (1) CSEA representative. CSEA interview panel representatives shall  
31       be selected by the District from a list of three (3) CSEA members. All three members  
32       on the list must hold or have held a job in the same job family within the past five  
33       years. The Association President or designee shall provide the Human Resources  
34       Division with the list by the closing date of the classified job posting. If a list is not

1 provided by the closing date, the District may proceed without a CSEA  
2 representative. If the CSEA unit member chosen is not available on the interview  
3 date, the District may proceed without a CSEA representative.

4 **10.4 New Positions** - Existing classifications that are newly established in location or  
5 department shall be posted not less than six (6) calendar days [ten (10) calendar days for  
6 “in-house” only postings] at all work locations prior to filling the vacancies, so that unit  
7 members have an opportunity to file requests for Transfer, Promotion, Reassignment or  
8 Voluntary Demotion.

9 **10.5 Administrative Transfers** – Transfers of bargaining unit members may be initiated  
10 by the District management at any time, except for disciplinary purposes, whenever such  
11 transfer is deemed to be in the best interest of the District, as defined by the District  
12 management. The unit member affected by such transfer shall be given ten (10) calendar  
13 days’ notice, and a conference will be held between the appropriate management person  
14 and the unit member in order to discuss the reason for the transfer. Transfer means a  
15 change in the unit member’s work site without a change in 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 means  
4    of formal notification of performance, which if deficient, and if the deficient performance  
5    continues, may lead to disciplinary action. Evaluation of each permanent and probationary  
6    unit member shall be completed by the unit member's supervisor. Permanent unit  
7    members shall receive a written evaluation at least, but not limited to, once every twelve  
8    (12) calendar months. The District may elect to evaluate permanent unit members who  
9    meet all "work performance standards" in prior written evaluations, once every other year.  
10   The District shall notify unit members by December 1 if they will not be evaluated during  
11   that school year due to meeting work performance standards on the prior year's evaluation.

12   **11.2**   Permanent unit members are those defined as having passed their initial period of  
13   probationary service. Effective January 1, 2020, the probationary period shall be six (6)  
14   months or 130 days of paid service, whichever is longer. Effective January 1, 2020,  
15   permanent unit members in a probationary status shall be evaluated at least one (1) time  
16   within the first three (3) months or 65 days of paid service, whichever is longer. Unit  
17   members, before failing probation in their new classification, must have received an  
18   assistance plan and not met the conditions of the assistance plan. Unit members returning  
19   back to their prior classification shall be placed in accordance with Article 18 - Layoff and  
20   Reemployment.

21   The period of time served in the position to which promoted shall be counted, for seniority  
22   purposes, as time served in the classification to which the unit member is being returned.  
23   In the event the unit member's former classification (from which the unit member was  
24   promoted) does not exist, the unit member shall be eligible to return to any other class in  
25   which he/she has achieved permanency. If there is no vacancy in any classification in  
26   which the unit member has achieved permanency, the District may make an assignment  
27   to a related classification and/or where a vacancy exists and the unit member meets all the  
28   qualifications of the existing vacancy.

29   **11.3**   Effective January 1, 2020, probationary unit members shall receive at least three  
30   (3) evaluations throughout the probationary period. The first evaluation shall be given  
31   within the first two (2) working months of the probationary period.

32   Nothing in this Section prevents a probationary unit member from being terminated prior to  
33   receiving three (3) evaluations and serving six (6) months or 130 days 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 member's  
8 job performance. Such evaluation shall be reviewed by the supervisor or a management  
9 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 as  
19 long as each permanent unit member is evaluated at least once a year before the May 15th  
20 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 filed  
29 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 benefits  
3     which are a part of this Agreement. It is agreed that other statutory or regulatory leave  
4     benefits are not incorporated, directly or impliedly, into this Agreement, nor are such  
5     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 a  
8     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, domestic partner,  
11     child, grandchild, including in-laws and any relative or designated person (an  
12     individual whose association is the equivalent of a family relationship) of the unit  
13     member.

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

25             **12.2.1** - New Unit Member Restriction - No newly hired probationary unit member shall  
26     be allowed to take sick leave in excess of the number of actual days earned during  
27     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, when  
32     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 accumulated

1 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 for  
7 any overuse of unearned sick leave. A deduction will be made from the unit member's  
8 last pay warrant. If such deduction does not cover the amount due to the District, then  
9 the unit member will be required to pay any owed amount.

10 The parties agree to establish a pilot program where the following language for 12.2.4  
11 is in place from July 1, 2022 to June 30, 2024. The MOU shall expire on June 30,  
12 2024. At that time the language will revert to the language in place on January 1,  
13 2022, unless the parties agree otherwise.

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

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

deduction.

**12.2.6 - Sick Leave Exceeds Five (5) Days** - If the illness or injury exceeds five (5) consecutive days, an off-work-order from a certified medical specialist will be required. The District will make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury and to report such findings to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave.

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

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

**a.** Long-term illness leave shall be paid at fifty-percent (50%) of the unit member's regular rate of pay;

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

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

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

For unit members who accumulate vacation time, upon written request, the District will coordinate a unit member's accumulated earned vacation time with the half-time sick leave benefit to keep the unit member in a full pay status until all vacation is exhausted.

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

4 **12.2.9 - Medical Examination** - The District may require that the unit member submit  
5 to a physical examination by a qualified medical doctor that is selected by the District.  
6 The cost of such examination will be paid by the District.

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

11 **12.3.1** - Limitation for purposes of this provision, personal necessity shall be limited  
12 to:

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

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

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

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

29 For the purposes of this Article, "regularly scheduled school activities" shall not include  
30 recreational field trips such as camping and theme park trips; or extra-curricular  
31 activities such as sporting events, tournaments, post-secondary or university  
32 activities, proms and school dances, pep rallies, parades, school parties, or carnivals.

33 e. **Personal Business** – Unit members may not use more than three (3) annual of  
34 the seven (7) personal necessity days for personal business. Determination of what

1 constitutes personal business for a given unit member shall be the responsibility of  
2 the unit member. Such leave shall not be used for any of the following purposes:  
3 1. Recreation.  
4 2. Engaging in other employment, including self-employment, either directly or  
5 indirectly.  
6 3. Any illegal activity.

7 **12.3.2 - Prior authorization** - Before the utilization of personal necessity leave, a unit  
8 member shall obtain prior written approval, on the appropriate District form, from the  
9 Superintendent or designee, except for cases of death and accident. In the case of  
10 death or accident, the unit member shall make every effort to comply with District  
11 procedures to enable the District to secure a substitute. Upon return to work from  
12 personal necessity leave, the unit member shall complete the appropriate absence  
13 report form.

14 **12.3.3 - Vacation or Leave** - Personal necessity leave shall not be granted during a  
15 scheduled vacation or other leave of absence.

16 **12.3.4 - Certification of Supervisor** - Payment of such absence shall be made only  
17 upon certification by the unit member's administrator or supervisor that the absence  
18 was due to a situation designated as a personal necessity within the meaning of this  
19 Article. The unit member shall be required to sign, on an absence report form  
20 provided, a statement that such absence was a result of a personal necessity and  
21 indicate the nature of such necessity. Such form shall be filled out and filed with the  
22 District Office. The supervisor may take whatever steps are necessary to satisfy  
23 himself/herself that a personal necessity within the limits of this rule did exist.

24 **12.4 Bereavement Leave** - Upon the death of any member of his/her immediate family,  
25 including nieces and nephews, unit members shall be entitled to five (5) days leave of  
26 absence, without loss of salary.

27 **12.4.1** – Bereavement leave shall be completed within three months of the date of  
28 death of the family member. In the case extenuating circumstances, the unit member  
29 may request an extension of the three-month time period with the Human Resources  
30 Division.

31 **12.4.2 - Proof of relationship** - A unit member may be required to provide evidence of  
32 his/her relationship to the deceased.

33 **12.5 Family Illness Leave** (Charged to Sick Leave) - Absence for the following reasons is  
34 allowed without pay loss under the following conditions:

1       **12.5.1** - Unit member is providing care for a member of his/her immediate family.  
2       **12.5.2** - Upon request by the Superintendent or designee, a unit member shall supply  
3       the District, on a form supplied by the District, a note from a medical doctor verifying  
4       the use of family illness leave.

5       **12.6    Leave for Pregnancy Disability** (Charged to Sick Leave)

6       **12.6.1** - Unit members are entitled to use sick leave as set forth in Section 12.2 for  
7       disabilities caused or contributed to by pregnancy, miscarriage, childbirth and  
8       recovery therefrom on the same terms and conditions governing leaves of absence  
9       from other illness or medical disability. Such leave shall not be used for childcare,  
10      child rearing, or preparation for child bearing, but shall be limited to those disabilities  
11      as set forth above. The length of such disability leave, including the date on which  
12      the leave shall commence and the date on which work duties are to be resumed, shall  
13      be determined by the unit member and the unit member's physician; however, the  
14      District will require a written verification of the extent of disability through a physical  
15      examination of the employee by a physician.

16      **12.6.2** - Unit members are entitled to leave without pay or other benefits for disabilities  
17      caused because of pregnancy, miscarriage, childbirth or recovery therefrom when  
18      sick leave as set forth in Section 12.2 of this Article has been exhausted. The date  
19      on which the unit member shall resume duties shall be determined by the unit member  
20      on leave and the unit member's physician; however, the District will require a written  
21      verification of the extent of disability through a physical examination of the employee  
22      by a physician.

23      **12.6.3** - The unit member on leave for pregnancy disability shall be entitled to return  
24      to a position comparable to that held at the time the leave commenced.

25      **12.7    Industrial Accident Leave**

26      **12.7.1** - Unit members will be entitled to industrial accident leave according to the  
27      provision in Education Code Section 45192 for personal injury, which has qualified for  
28      Worker's Compensation. Such leave shall not exceed sixty (60) days during which  
29      the unit member is in a paid status for the same industrial accident.

30      **12.7.2** - A unit member must immediately report, but no later than twenty-four (24)  
31      hours after, an accident or injury which occurs in the line of duty during the regular  
32      working day. When the unit member is incapacitated to the point where he/she cannot  
33      physically respond in accordance with this Section, the District may waive the 24 hour  
34      notification requirement. Reports shall be made on the unit member Report of

1        Industrial Accident form and submitted to the employee's principal or immediate  
2        supervisor.

3        **12.7.3** – The unit member may submit a form, prior to any injury, to the District signed  
4        by the physician and/or medical group as their on the job injury physician. However,  
5        the District has the right to have the unit member examined by a physician designated  
6        by the District to assist in determining the length of time during which the unit member  
7        will be unable to perform assigned duties and the degree to which a disability is  
8        attributable to the injury involved.

9        **12.7.4** - If the unit member's physician issues a return-to-work order indicating  
10       restrictions, the unit member must meet with his/her supervisor and the  
11       Superintendent's designee before resuming work. The decision to place the injured  
12       unit member in a light duty assignment will be at the discretion of the District.

13       **12.7.5** - The unit member will not be entitled to more than 100% of his/her regular pay.  
14       The District will coordinate:

- 15       **a.** 60 day full-pay benefit (Education Code 45192);  
16       **b.** Temporary Disability (Education Code 44044)

17       **12.7.6** - When entitlement for industrial accident or illness leave has been exhausted  
18       (60 days), the District will coordinate the following:

- 19       **a.** Temporary Disability;  
20       **b.** Sick Leave;  
21       **c.** Long-Term Illness Leave (100-day half-pay benefit) keeping the employee in a full-pay  
22       status with benefits as long as accumulated benefits allow. (Education Code 44044).

23	Light duty/	<u>Prorated Sick Leave</u>
24	60-Day Benefit/	100-day half-pay or Temp. Disability
25	Temporary Disability	(whichever is higher)
26	12.7.5	12.7.6

27       **12.7.7** - When all industrial leave and sick leave benefits have been exhausted, and  
28       if the unit member is not medically able to assume the duties of his/her position, the  
29       unit member shall be placed on the 39-Month re-employment list. A unit member who  
30       has been placed on the 39-Month re-employment list, who has been medically  
31       released for return to duty, and who fails to accept an appropriate assignment, will be  
32       terminated.

33       **12.8    Judicial Leave**

34       **12.8.1** - Unit members will be provided leave for regularly called jury duty and to

1 appear as a witness in court, other than as a litigant, for reasons not brought about  
2 through the misconduct of the unit member. The unit member shall submit a written  
3 request for an approved absence no less than ten (10) days, if possible, prior to the  
4 beginning date of the leave as a juror or a witness.

5 **12.8.2** - The unit member will continue to receive his/her regular salary.

6 **12.8.3** - Unit members on jury duty shall return to the District the court form indicating  
7 their presence for jury service.

8 **12.8.4** - Unit members are required to return to work during any day or portion thereof  
9 within a reasonable time after being released from jury duty or witness services.  
10 (One (1) hour plus travel time is considered reasonable.)

11 **12.8.5** - Night shift unit members will not be expected to work more than a combined  
12 work and jury duty day of eight (8) hours.

13 **12.8.6** - A unit member required to report to jury duty after their work day begins  
14 may be released one (1) hour plus travel time in advance of the required reporting  
15 time.

16 **12.9 Military Leave**

17 **12.9.1** - A leave of absence will be granted to unit members for the duration of  
18 required military service, return to work according to applicable law.

19 **12.9.2** - Such absence shall not affect adversely in any way the status, classification,  
20 or position of the unit member. In the case of probationary unit members, the period  
21 of such absence shall not count as part of the service required as a condition  
22 precedent to the classifying of such employee as a permanent employee of the  
23 District, but such absence shall not be construed as a break in the continuity of the  
24 service of such an employee. If the employee chooses within twelve (12) months of  
25 returning to make-up his/her defined retirement contributions missed while on  
26 military leave, the District shall make the appropriate matching contribution, as per  
27 STRS/PERS and IRS rules and regulations.

28 **12.9.3** - Within six (6) months after the honorable discharge of the unit member from  
29 the Armed Forces of the United States, he/she shall be entitled to return to a similar  
30 position held at the time of entrance into such military service, at the salary to which  
31 he/she would have been entitled had he/she continued in the service of the school  
32 district. The District shall make a reasonable effort to accommodate a veteran who  
33 returns with a service connected disability in accordance with applicable State and  
34 Federal Law.

1        **12.9.4** - Unit members who are members of any Reserve Corps of the Armed Forces  
2        of the United States, or the National Guard, or who are inducted, who volunteer, or  
3        are otherwise ordered to active military service, shall be granted one (1) month's  
4        military leave pay and benefits, as are provided in the Military and Veteran's Code.  
5        Unit members and/or their dependents shall be granted a COBRA-like health benefit  
6        for a period of up to eighteen (18) months at their expense.

7        **12.10 Organizational Leave** - Not more than six (6) Association officers and/or delegates  
8        shall be granted a total of thirty (30) days of paid leave annually (July 1 through June 30)  
9        to use for local, state, or national conferences or for conducting other business pertaining  
10       to Association affairs. No officer and/or delegate shall use more than five (5) days of paid  
11       leave. The Association shall notify the District, in writing, at least five (5) days before the  
12       leave starts and this notification shall be signed by the Chapter President or his/her  
13       designee.

14       **12.10.1** - Leave days granted are not accruable from year to year.

15       **12.10.2** - The District will release the Association President and one (1) other  
16       Association representative to meet and confer on mutual problems that arise  
17       throughout the school year with the Assistant Superintendent, Human Resources  
18       upon mutual agreement.

19       **12.11 Short Term Leave** - Unit members may be granted a short-term leave of absence  
20       without pay for reasons satisfactory to the District. Should the leave be granted, the leave  
21       shall not exceed five (5) consecutive workdays during any one (1) school year. Such leave  
22       shall not have any benefit adjustment.

23       **12.12 Other Leaves without Pay**

24       **12.12.1** - Upon recommendation of the Superintendent, and approval by the Board  
25       of Education, leave without compensation, increment, fringe benefit premium  
26       payments, or seniority credit, may be granted for a period not to exceed one (1)  
27       school year for the following purposes: (a) care for a member of the immediate  
28       family who is ill; (b) long-term illness of the unit member; (c) service in an elected  
29       public office; (d) retraining, study, or research; or (e) care of a child.

30       **12.12.2** - The application for and granting of such leave of absence shall be in  
31       writing and must be submitted to Human Resources within five (5) calendar days  
32       prior to the beginning of the leave. In addition, a unit member on such leave shall  
33       notify the District Human Resources Office at least thirty (30) days prior to the  
34       expiration of the granted leave of an intent to return to employment in the District.

1 Failure to so notify will be considered an abandonment of position.

2 **12.13 Reinstatement After Leave** - A unit member who receives a leave of absence  
3 does so with the understanding that, when he/she returns to active assignment at the  
4 completion of the leave, he/she is not guaranteed placement at the same location or in the  
5 identical assignment previously held, but will be placed in a comparable assignment in the  
6 same classification according to the needs of the District.

7 **12.14 Unauthorized Absence from Duty**

8 **12.14.1** - A unit member, absent from his/her assignment for any reason other than  
9 those specifically authorized by law, California Education Code, Board Policy, or  
10 this Agreement will be considered absent without permission or authorized leave  
11 and as a result may lose his/her full salary for the period of unauthorized leave.

12 **12.14.2** - Improper use of any leave may be cause for disciplinary action or  
13 dismissal and will result in recovery of any over-payment. An extended absence  
14 from duty which does not qualify under any authorized leave policy may be  
15 considered abandonment of position.

16 **12.14.3** - More than five (5) consecutive days of unauthorized absence from duty  
17 shall be considered an extended absence.

18 **12.15 FMLA/CFRA - Family Medical Leave Act/California Family Rights Act** –  
19 FMLA/CFRA leave provides twelve (12) weeks of unpaid leave for unit members who have  
20 completed a full year with a minimum of 1250 hours of service in the prior twelve (12)  
21 months. Leave under this Article shall entitle the unit member to all benefits of employment,  
22 except for salary, on the same basis as if the employee were not on leave. If the unit  
23 member fails to return from leave, for a reason other than the continuation, recurrence, or  
24 onset of a serious health condition, then the unit member shall reimburse the district for  
25 premiums paid to maintain group health benefits. It is the intent of the parties that this  
26 Section be consistent with the State and Federal provisions governing Family Medical  
27 Leave, and it shall be interpreted so that there will be no violation of these statutes.

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

32 **12.15.1 - Personal Illness** - Personal illness requires a physician's off work order  
33 and runs concurrent with one-hundred (100) day long-term illness leave.

34 **12.15.2 - Family Illness** – “Family” is defined in Section 12.1.3 of this Article. Family

1 illness requires medical certification on the District's FMLA Seriously Ill Family  
2 Member request form. All available paid leaves such as personal necessity and  
3 family illness leave must be used as part of the twelve (12) weeks of family medical  
4 leave.

5 **12.15.3 - New dependent care** [Birth, Adoption, or Placement of a foster child] -  
6 Dependent care leave requires certification of new dependent on the District's  
7 FMLA Leave Request for New Dependent form. Leave must be taken within one  
8 (1) year of new dependent arrival. If not taken immediately following the qualifying  
9 event, the leave must be arranged in advance with the supervisor's approval so as  
10 to least interrupt the educational process. The unit member may take the leave in  
11 two (2) segments.

12 **12.15.4**— Serious illness or injury sustained in the line of duty by a military service  
13 member who is the spouse, child, parent, or next of kin of the employees (FMLA)  
14 up to 26 work weeks. Requires Certification for Serious Injury or Illness of Covered  
15 Servicemember for Military Family Leave form (DOL Form WH-385).

16 **12.15.5**—Qualifying exigency of an employee's spouse, child, or parent (FMLA)  
17 Leave available to a unit member whose spouse, child, or parent is a covered  
18 servicemember on active duty or has been notified of an impending call on order to  
19 covered active military duty. Requires Certification of Qualifying Exigency for  
20 Military Family Leave Form (DOL Form WH-384)

21 **12.15.6 -- Domestic Violence**

22 a. This leave will be granted for:

- 23 1. Medical attention
- 24 2. Legal Assistance
- 25 3. Services from a shelter, program, or rape crises center
- 26 4. Psychological counseling
- 27 5. Safety planning, including temporary or permanent relocation.

28 b. If an employee wishes to take time off under this section, he or she must  
29 give reasonable notice to the employer for one of the above listed activities  
30 unless advance notice is not feasible. Employer may require verification  
31 that the absence was due to domestic violence. Type of verification may  
32 include:

- 33 1. Police Reports
- 34 2. Court orders (or other evidence the employee appeared in court)

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3. Other documentation from a:
  - a. Medical professional
  - b. Domestic Violence Advocate
  - c. Health Care Provider
  - 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 required  
11   to take their vacations at times other than those listed above. Vacations will be scheduled  
12   at the convenience of the District and as nearly as possible at the convenience of the unit  
13   member. All vacation requests must be submitted one (1) week in advance, when possible,  
14   and are subject to approval of the unit member's immediate supervisor, subject to final  
15   approval of the Assistant Superintendent, Human Resources. This decision shall be given  
16   to unit members within two (2) working days upon receipt of the vacation request. Failure  
17   to respond to a vacation request constitutes an approval. Where an employee is denied  
18   vacation, the District shall provide a written reason. If the employee believes the reason is  
19   not justifiable, the unit member may appeal to the Human Resources Division. Except in  
20   emergency situations, the District will notify 12-month unit members at least 90 calendar  
21   days before the required vacation.

22   **13.4**   A unit member may take vacation before it is actually earned when such is  
23   expressly approved by the unit member's supervisor and the Assistant Superintendent,  
24   Human Resources.

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

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

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

3           **13.6.2** - Commencing with the fifth year of service, the unit member shall earn  
4           vacation time at the rate of one-and-one-fourth (1.25) days for each month of  
5           service.

6           **13.6.3** - Commencing with the tenth year of service, the unit member shall earn  
7           one-and-one-half (1.5) days for each month of service.

8           **13.6.4** – Effective July 2, 2009, commencing with the fifteenth year of service, the  
9           unit member shall earn 1.67 days for each month of service (20 days per fiscal  
10          year).

11          **13.6.5** – Effective July 1, 2010, commencing with the twentieth year of service, the  
12          unit member shall earn 1.83 days for each month of service (22 days per fiscal  
13          year).

14          **13.7   Computation of Proportional Vacation Earnings** - For purposes of computing  
15          part-time employee vacation earnings, a full year is defined as 2,088 hours, based upon  
16          21.75 working or holiday days per month, which is 174 hours per month. Therefore, total  
17          annual hours in regular paid status as related to 2,088 hours shall determine proportional  
18          vacation earnings for unit members assigned less than eight (8) hours daily for twelve (12)  
19          months.

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

26          **13.9**   Unit members working less than twelve (12) months will be paid for their earned  
27          vacation days, averaged over the employee's number of pay periods. An employee who  
28          does not complete the work year in a paid status may have to repay vacation. Computation  
29          will be made at time of separation.

30          **13.10** When a unit member is separated from employment for any reason, the unit  
31          member shall be entitled to vacation earned and accumulated in accordance with 13.13 of  
32          this Article.

33          **13.11** Pay for vacation days for unit members shall be the same as that which the unit  
34          member would have received had he/she been in his/her normal work status.

1    **13.12** Vacation may be taken in thirty (30) minutes increments.

2    **13.13** Earned vacation for twelve (12) month unit members will be credited to the unit

3    member's record at the end of each month. Twelve (12) month unit members may not

4    accumulate more than a maximum number of days of vacation equal to two (2) years of

5    earned vacation as of June 30.

6    The District will pay twelve (12) month unit members for any earned and accumulated

7    vacation pay equal to two (2) years earned vacation at the time of separation of

8    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).

12   Effective July 1, 1994, if a unit member has been denied from using vacation credit as a

13   result of the needs of the District, the District will pay for all denied days in excess of the

14   maximum accumulation. It shall be the responsibility of the unit member to produce

15   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 this  
5     Article.

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

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

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

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

34     **14.3**   When a holiday herein listed falls on a Sunday, the following Monday shall be

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

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

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

12 **14.6** Unit members working outside of their regular work year assignment meeting the  
13 criteria listed in Section 14.1 will be paid for the holiday at the end of the month in the month  
14 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 the  
6     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 Superintendent  
12            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 orderly  
20     condition. The Association has the responsibility to "code in and code out" with the alarm  
21     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 specific  
27     non-confidential data or necessary and relevant as defined by the Education Employee  
28     Relations Act (EERA) information which will allow the Association to effectively bargain  
29     within the scope of representation.

30     **15.6**   The District shall provide the Association on or before November 1 of each year or  
31     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 directives  
12    and safety and health codes that apply to public schools. Failure to comply may result in  
13    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 present,  
18    the unit member may be subject to disciplinary action in accordance with Article 17.

19    **16.6**   The District shall follow the smog (ozone) chart set forth by the Southcoast Air  
20    Quality Management District with the episode levels and recommended protective actions.  
21    The current chart shall be available from the district office.

22    **16.7**   The District shall comply with the provisions of the California Occupational Safety  
23    and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating  
24    thereto. (California Administrative Code Section 330, et seq.)

25    **16.8**   The Association shall appoint one (1) representative to attend the District Safety  
26    Committee established to implement the provisions of Labor Code 6401.7; i.e., SB 198  
27    Injury and Illness prevention program. The District Safety Committee shall provide each  
28    work site with a general procedures booklet. The District Safety Committee shall review  
29    and answer all inquiries and/or recommendations of the Site Safety Committee.

30           **16.8.1** - All unit members are expected to comply with the Injury and Illness  
31           Prevention Program Policy. Each unit member shall be provided a copy of said  
32           policy.

33           **16.8.2** - Upon notification of an unsafe condition or hazard on a District form, the  
34           site supervisor will investigate and report the findings and describe the measures

1 taken to correct the condition, when appropriate, to the District Risk/Safety  
2 Supervisor. The District shall correct unsafe and unhealthy conditions and work  
3 practices in a timely manner based on the severity of the hazard.

4 **16.8.3** - A unit member's failure to comply with safety rules, procedures and policies  
5 may be cause for disciplinary action by the District.

6 **16.8.4** - With unit member participation, each site shall have a site safety committee,  
7 which shall meet monthly and review "reports of unsafe condition or hazard",  
8 employee injuries reported and incidents of student accident. The Site Safety  
9 Committee shall review and enforce the site inspection program and report unique  
10 or unaddressed site issues to the District Safety Committee.

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

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

18	Buildings	Once a semester
19	Classrooms	Once a semester
20	Grounds	Monthly
21	Playgrounds	Daily (forms completed monthly)
22	Laboratories	Quarterly
23	School Shops	Quarterly
24	Home Economics	Quarterly
25	Gymnasiums	Quarterly
26	Bleachers	Quarterly and prior to each use
27	Athletic Fields	Daily (forms completed monthly)
28	Swimming Pool	Daily (forms completed monthly)
29	Auditoriums	Once a semester and prior to each use
30	Cafeterias	Monthly
31	M&O Shop	Monthly
32	Transportation	Daily (yearly by CHP)
33	Boiler Rooms	Annual by Insurance Carrier Quarterly by
34		M&O personnel
35	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, periodic  
3     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 in-  
9     service all staff on the site emergency preparedness plan. A copy of the District and  
10    site emergency preparedness plan shall be available upon request of any unit member  
11    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 exposure  
21    control plan:
- 22       Campus Security
  - 23       ~~Campus Supervisors~~ **District Safety Officers**
  - 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 place  
17 at the work site, unit members may wear clothing befitting the special event or activity.  
18 This includes wearing informal clothing for a unique assignment and wearing shorts  
19 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 request  
22 will be made to the immediate supervisor.

23 **16.12.3** - The District shall supply District designed clothing to Campus Security, District  
24 Safety Officers, Maintenance & Operations staff (Grounds, Maintenance and Custodial  
25 job families), and Transportation employees. District employees shall be required to  
26 wear such clothing at all times when performing their assigned duties. Campus  
27 Security and District Safety Officers, who will be provided with appropriate seasonal  
28 clothing, shall be required to wear such clothing as the outer garment to be visible at  
29 all time when performing their assigned duties.

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

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

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 written  
4     warnings by the appropriate District supervisor(s) have failed to result in a remediation of  
5     the unsatisfactory performance or behavior. The District may suspend with pay, suspend  
6     without pay, dock pay for absence without proper authority, demote, re-assign, or discipline  
7     the unit member in other appropriate manners to correct or remediate the unit member's  
8     unsatisfactory performance or behavior. The District may dismiss permanent bargaining unit  
9     members when the District has attempted, without success, to remediate the unsatisfactory  
10    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, management  
15         reserves the right to implement discipline in accordance with this section.

16    **17.2 Right to Request Hearing** - A unit member has the right to request an informal  
17    hearing with that unit member's appropriate supervisor(s) prior to disciplinary action. If  
18    requested, such a hearing will be held.

19    **17.3 Right to Suspend** - The District retains the right to suspend a permanent unit  
20    member without warning when the health and welfare of students or other employees is  
21    endangered by the continued presence of the unit member in the School District.  
22    Additionally, the District may immediately suspend or demote a permanent unit member  
23    with or without pay, pending a Board hearing on the disciplinary action of the employee, if  
24    the Superintendent or his designee determines that the continued presence of such  
25    employee is detrimental to the District or the employees of the District.

26    **17.4 Causes for Disciplinary Action** - Causes for disciplinary action shall include, but  
27    not be limited to, the following:

- 28         a. Incompetence;  
29         b. Inefficiency;  
30         c. Inattention to or dereliction of duties;  
31         d. Lack of ability;  
32         e. Failure to perform the assigned duties in a satisfactory manner;  
33         f. Insubordination;  
34         g. Failure to obey direction and observe the rules of School District;

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

27   **17.5 Notification of Intention to Suspend or Dismiss** - Employees shall be notified in  
28   person or by certified mail to the last known address of the District's intention to suspend or  
29   dismiss prior to such District action in all cases other than those based upon the District's  
30   belief that the health and welfare of students or other employees is endangered by the  
31   continued presence of the employee.

32   **17.6 Procedure for Suspension of More Than Three (3) Days or Dismissal**

33         **17.6.1** - Notice of Recommendation for Suspension or Dismissal, including a  
34         Statement of Charges shall be served upon the unit member initially. Service may be

1 by personal service or by certified mail sent to the unit member's most recent address  
2 as recorded in the unit member's personnel file. The notice shall include:

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

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

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

16 **17.6.2** - Based on the response of the unit member, if any, the District will determine  
17 if action should be taken.

## 18 **17.7 Hearings**

19 **17.7.1** - All disciplinary hearings shall be held before the Board of Education of the  
20 Colton Joint Unified School District, unless the Board of Education authorizes the  
21 services of a hearing officer to conduct the hearing.

22 **17.7.2** - If the Board of Education authorizes a hearing officer that person shall be  
23 subject to mutual agreement of the Association and the District.

24 **17.7.3** - An appropriate source for selection may be from:

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

29 **17.7.4** - The Board of Education or the hearing officer shall set the time and place  
30 of the hearing. Upon completion of the hearing, the Board of Education or the  
31 hearing officer shall prepare the findings of fact and conclusions of law that  
32 constitute the results of the hearing and form the basis for the decision rendered,  
33 not later than twenty (20) working days following the conclusion of the hearing. The  
34 cost of the hearing proceedings shall be borne by the District. Any separate costs

1 developed by the employee relating to the hearing shall be paid by the employee.  
2 These separate costs may include, but are not limited to, defense attorney fees,  
3 investigation costs, witness fees, etc.

4 **17.7.5** - The burden of proof rests with the District. The decision of the Board of  
5 Education is final and constitutes total exhaustion of administrative relief.

6 **17.8 - Short Term Suspension Without Pay (Suspension for Three (3) Days or Less)**

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

17 **17.8.1 - Policy Application:** This policy shall not be construed to diminish the  
18 District's authority to take disciplinary action in accordance with the law, including  
19 such actions as are authorized by Education Code Sections 44010, 44011 and  
20 45304. The procedures provided for herein shall be the sole and exclusive  
21 administrative due process available to challenge disciplinary actions and  
22 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 determined  
3     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** – Layoffs shall be conducted in accordance with Education Code section 45117  
17        unless the layoff is being conducted in accordance with Section 18.2.5 below. No  
18        later than March 15, the District shall send written notice of layoff to the affected  
19        permanent unit member(s) and the Association that the unit member's services will  
20        not be required for the ensuing school year and informing the unit member and the  
21        Association of his/her displacement rights, if any, and reemployment rights. Any  
22        notice of layoff shall specify the reason for layoff.

23        **18.2.5** – Notwithstanding Section 18.2.4, when classified positions must be eliminated  
24        as a result of the expiration of a specially funded program, the employees to be laid  
25        off shall be given written notice not less than 60 days prior to the effective date of their  
26        layoff informing them of their layoff date and their displacement rights, if any, and  
27        reemployment rights. Additionally, layoffs may be conducted in accordance with  
28        Education Code section 45117(d) when that section applies.

29        **18.2.56** - Nothing herein provided shall preclude a layoff for lack of funds in the event  
30        of an actual and existing financial inability to pay salaries of classified employees,  
31        nor layoff for lack of work resulting from causes not foreseeable or preventable by  
32        the governing board, without the notice required herein.

33     **18.3 Order of Layoff and Bumping:**

34        **18.3.1** - The order of layoff of unit member(s) shall be determined by seniority within

1 the affected classification. Seniority is determined by date of hire in a classification,  
2 including time employed in a higher classification, if applicable. The unit member with  
3 the least seniority in the affected classification shall be laid off first. Bargaining unit  
4 members who are subject to layoff shall have the right to exercise bumping rights into  
5 a classification previously held by the unit member, providing that the classification  
6 into which he/she is bumping is equal to or lower than the classification currently held.

7 **18.3.2** - Unit members desiring to exercise their option to "bump" shall submit their  
8 request in writing, via certified mail, or personal delivery to the Human Resources  
9 Division within a ten (10) calendar day period from the date the notice of layoff was  
10 personally served or mailed or the date of the postmark on the envelope if the letter  
11 is returned marked "not claimed" by the Post Office.

12 **18.3.3** - **Seniority - Date of Hire**: For purposes of this Article, date of hire(s) shall mean  
13 the first date of paid service as a classified unit member in a classification(s). Date of  
14 hire shall not be interpreted to mean any service performed prior to entering into  
15 probationary status in the classified service of the District.

16 **18.3.4** - In the case of two (2) or more unit members having the same seniority date,  
17 the order of layoff of such unit members shall be determined by lot.

18 **18.4 Employment Procedure:**

19 **18.4.1** - A unit member who is laid off shall be placed on a thirty-nine (39) month  
20 reemployment list. The unit member shall be required to maintain his/her current  
21 address with the District Office. Unit members who take voluntary demotion or  
22 voluntary reduction in assigned time in lieu of layoff shall be placed on a sixty-three  
23 (63) month reemployment list.

24 **18.4.2** - If, during a unit member's eligibility period for reemployment, a classification  
25 becomes vacant, in which he/she has previously served as provided in Section  
26 18.3, the District shall send written notice by certified mail to the last known address  
27 of the affected unit member(s) offering reemployment in order of seniority.

28 **18.4.3** - The unit member(s) shall notify the District in writing of his/her intent to  
29 accept reemployment within ten (10) calendar days following the date notice was  
30 mailed. Failure to do so shall be deemed a rejection of the offer of reemployment.  
31 After two (2) rejections, the unit member shall be deemed to have waived his/her  
32 reemployment rights and shall be removed from the reemployment list. A  
33 declination of a position of lesser hours or lower salary range shall not be deemed  
34 a rejection.

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

18   **19.3**   Any person who places written material or drafts written material for placement in the  
19   unit member's file shall sign the material and indicate the date on which the material was  
20   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 normal  
27   working hours for this purpose without salary deduction. However, the unit member must  
28   make an appointment, in advance, with the Human Resources Office to arrange a specific  
29   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 service  
6     training activities shall be at the same rate of pay as if the unit member was at the job site.

7             **20.2.1** Supervisors shall meet with new employees (either new to the district or  
8             transfers to the site) to review general workplace expectations.

9     **20.3**   The District will provide in-service training programs, where appropriate, with the  
10    purpose of enhancing the skills, knowledge, or abilities of the unit members in their current  
11    jobs. Attendance at such in-service training programs is mandatory and failure to attend will  
12    result in appropriate disciplinary action.

13    **20.4**   Nutrition Services department in-service meetings are to be held on days when  
14    schools have in-service or staff development activities, when schedules can be arranged to  
15    do so.

16    **20.5**   CSEA will provide membership packets to Human Resources Division. Human  
17    Resources Division agrees to provide all new hires with a CSEA membership packet upon  
18    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 activity.

7 **21.2** The Association recognizes the duty and obligation of its representatives to comply  
8 with the provisions of this Agreement and to make every effort toward inducing all employees  
9 to do so. In the event of a strike, work stoppage, slow-down, or other interference with the  
10 operations of the District by employees who are represented by the Association, the  
11 Association agrees in good faith to take all necessary steps to cause those employees to  
12 cease such action during the term of this agreement.

13 **21.3** The Association acknowledges that the foregoing by any employee during the term  
14 of this agreement may constitute just cause for disciplinary action by the District.

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

9    **22.2**    In the event of suspension or invalidation of any Article or Section of this Agreement,  
10   the parties agree to begin meeting and negotiating within thirty (30) days after such  
11   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 agreed  
4    that the District and the Association will support this Agreement for its term and will not  
5    appear before any public agencies to seek change in any matter subject to the meet and  
6    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 date  
8    from day to day until such time as a new or modified agreement is ratified by both 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 Agreement  
3     shall prevail over District practices and procedures and over State laws to the extent  
4     permitted by State law, and that, in the absence of specific provisions in this Agreement,  
5     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 the  
8     Department of Fair Employment and Housing (DFEH) or Equal Employment Opportunity  
9     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 matter  
5     may not have been within the knowledge or contemplation of either or both the District or  
6     the Association at the time they met and negotiated on and executed this Agreement, and  
7     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, 2025, 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 1, 2025 of its request to modify, amend  
5 or 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 party.  
8 For the 2023-2024 school year, both parties have expressed an intent to reopen the contract.  
9 For the 2024-2025 school year, any party wishing to reopen the contract must serve a notice  
10 of intent to reopen upon the other party by April 1, 2025. Exceptions to the above notice  
11 date may be granted by mutual agreement of both parties.

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1     **ARTICLE 28 – TRANSPORTATION EMPLOYEES**

2     **28.1   Transportation Hours** – Unit Members will be paid based upon bid time each  
3         regular school year.

4     **28.2   Bus Driver Hours**

5         **28.2.1 - Sign On Time** - Unit members will be provided a five (5) minute on-duty  
6         sign-on time for their first morning sign-on only. At all other sign-on times, unit  
7         members shall start their work time at their bus. Unit members shall continue to  
8         notify Transportation of their arrival at work by signing in before each scheduled  
9         work period. Unit members shall not conduct or allow personal business to interfere  
10        with their pre-trip bus inspection or adherence to their route schedules.

11       **28.2.2 - Pre Trip Bus Inspection and “Sweep Time” (Interior Cleaning)** - Unit  
12       members will be provided adequate on-duty time each morning to perform a pre-  
13       trip bus inspection. They will also be provided adequate on-duty “sweep time” at  
14       some point during their workday as indicated below:

<u>Bus Type</u>	<u>Pre-Trip</u>	<u>“Sweep Time”</u>
Transit	20 minutes	10 minutes
Conventional (Special Ed)	25 minutes	10 minutes
Mini (Vans)	5 minutes	5 minutes

19       **28.2.3 - General Bus Cleaning** - Unit members shall use their on-duty “layover”  
20       (non-driving) time between school runs and field trips to perform needed bus  
21       cleaning. Subject to pre-approval and inspection, unit members may submit a “Bus  
22       Cleaning Request Form” at anytime their bus needs additional cleaning that cannot  
23       be completed during their “sweep” and/or “layover” time.

24     **28.3 - Assigning of Bus Routes** - The District shall determine the routes, bus and driver  
25     assignments to maintain the efficiency of the District’s operations. Regardless of any other  
26     provisions in this Section, the District shall retain the right to assign any bus or route to any  
27     unit member. All bus routes are subject to change throughout the year.

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

33     Unit members may bid on a route or a combination of routes made available by the District,  
34     not to exceed seven (7) hours and forty-five (45) minutes per day. Other assignments may

1 be added to the route(s) such as fueling, new assignments, returning students, etc., that  
2 may require a unit member to work up to eight (8) hours per day. However, the District will  
3 reassign any route assignment(s) that cause a unit member to exceed eight (8) hours per  
4 day.  
5 Unit members who bid on route(s) that decrease by more than 2.5 hours per week because  
6 of class closings or a permanent reduction in the student count, will be offered other  
7 assignments so the affected unit member's weekly average is maintained within 2.5 hours  
8 of their original weekly bid. This may require the District to offer the affected unit member  
9 short notice/extra work assignments and/or field trips out of rotation and before any other  
10 unit member. It may also require the unit member to drive a bus with a different capacity.  
11 In the event the District cannot provide the affected unit member weekly assignments within  
12 2.5 hours of their original weekly bid, the unit member will have additional runs or routes  
13 added to their assignment from the least senior unit member. If the assignments of the  
14 least senior unit member do not fit in with the affected unit member's current assignment(s),  
15 or if the change would cause the least senior unit member's assignment to go below four  
16 (4) hours per day, it may require the affected unit member to change buses/routes or it may  
17 require the District to go to the next least senior unit member(s), and so on, until additional  
18 runs or routes from one (1) or more of the least senior unit members are determined to fit  
19 in with the affected unit member's assignment(s). The affected unit members may also  
20 request not to have new assignments added as indicated above and continue with fewer  
21 hours on their existing assignment(s).

## 22 **28.4 – Additional Assignments**

23 **28.4.1 - Assigning of Field Trips** - The District shall assign field trips to unit members  
24 to maintain the efficiency of the District's operation using the guidelines set forth in  
25 this Article. Regardless of any other provisions in this Section, the District shall  
26 retain the right to assign any field trip or extra assignment on the same basis and  
27 for the same reasons as it has in the past.

28 **28.4.1.1 - Notice** - The Field Trip Assignment Log will be posted each Thursday  
29 or sooner for the following week's trip assignments. Unit members shall be  
30 required to cover any field trip assigned to them on the log. It is the responsibility  
31 of each unit member to check the log for his or her assignment(s). Unit members  
32 will be notified via their mailbox of any changes or additions to the "current"  
33 week's Field Trip Assignment Log. Except for emergency situations,  
34 unanticipated trips that are assigned with less than twenty-four (24) hours notice

may be declined (or weekend trips with less than 48 hours notice may also be declined). If an assigned trip poses a hardship, a unit member may request a trip reassignment, subject to coverage availability and the Transportation Department's approval. Insofar as practicable, at least three (3) unit members will be offered the declined trip and/or reassignment request prior to a Substitute Bus Driver receiving the assignment(s).

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

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

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

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

Unit members who are approved to remain at the site will have one of the following two options: 1) will be paid for the time they would have traveled; 2) shall spend their standby time at the field trip location cleaning their bus and will be paid for the time that has been approved at the regular or overtime rate as appropriate. The

1 unit member's bus shall be subject to inspection upon return to the Transportation  
2 Yard.

3 **28.4.5 - Mountain Trips** – The Transportation Department will maintain a count of  
4 the number of mountain trips each unit member completes. These trips will be  
5 rotated among qualified unit members. The actual number of assignments per unit  
6 member will vary and depend on the number of trips requested by schools.

7 **28.4.6** – For the purpose of this section, the District shall post and maintain three  
8 separate extra duty lists: 1) a weekday extra assignment list; 2) a weekend  
9 assignment list; and 3) a mountain driving list for those who qualify.

10 **28.5 Drug and Alcohol Testing for Transportation Employees** - This Section is  
11 adopted to implement the drug and alcohol testing requirements of the Omnibus  
12 Transportation Employee Testing Act of 1991. It is the intent of both parties, the District  
13 and CSEA, to comply with all Federal Regulations connected with this act.  
14 Effective January 1, 2020, all Transportation Employees shall register with the Federal  
15 Motor Carrier Administration Drug and Alcohol Clearinghouse. Necessary consent forms  
16 are available in the Transportation Department.

17 **28.5.1 – Definitions:**

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

22	Bus Driver	Bus Driver/Mechanic
23	Driver Trainer	Delegated Driver Trainer/Bus Driver
24	Mechanic	Lead Mechanic
25	Senior Mechanic	Transportation Dispatcher
26	Skilled Worker/Equipment Operator-Transporter	

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

29 b. **Safety Sensitive Function:** An employee is considered to be performing a safety  
30 sensitive function during any period in which he or she is actually performing, ready  
31 to perform, or immediately available to perform all driving related job functions.  
32 Driving related functions shall include waiting to be dispatched, dispatching,  
33 training, inspecting and servicing equipment, student supervision, performing or  
34 assisting in loading and unloading students, repairing or obtaining and waiting for

1 help with a disabled vehicle;

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

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

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

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

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

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

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

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

30 8. Confirmation (or confirmatory) Test: In controlled substance testing, a  
31 second analytical procedure to identify the presence of a specific drug or  
32 metabolite which is independent of the initial test and which uses a different  
33 technique and chemical principle from that of the initial test in order to  
34 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 immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

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

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

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

#### **28.5.2 - Notifications**

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

**b.** The District shall also provide this information to any and all affected

employee organizations. This information shall include the following:

1. The person or persons designated by the District to answer employee questions about this Agreement.
  2. A listing of all classifications covered by this Agreement.
  3. A statement as to what portion of the workday for each classification is covered under this Agreement.
  4. Information as to what specific conduct is prohibited by law.
  5. Information as to the required testing including post accident.
  6. Information as to the process to be used for the required testing.
  7. The requirement that an employee in this class submit to all tests required pursuant to this Agreement.
  8. An explanation of what constitutes a refusal to submit to required testing.
  9. Information as to the consequences to an employee in this class who violates the provisions of this Agreement.
  10. Consequences for employees in this class who if found to have an alcohol concentration of 0.02 or greater or less than 0.04.
  11. Information relating to the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or a controlled substance problem is suspected, including confrontation, referral to any employee assistance program and/or referral to the District.
- c. Each employee in this class shall sign a statement certifying that s/he has received a copy of these materials.

**28.5.3 - Prohibited Conduct**

**a. Alcohol Use:**

1. No employee in this class shall report to work or remain at work while having an alcohol concentration of 0.04 or greater. If the District has actual knowledge that a driver has an alcohol concentration of 0.04 or greater, such employee will not be permitted to perform or continue to perform safety sensitive functions.
2. No employee in this class shall report for duty or remain on duty while under the influence of or impaired by alcohol as shown by behavioral,

1 speech, and performance indicators of alcohol misuse. The District shall  
2 not knowingly permit an employee in this class under the influence of or  
3 impaired by alcohol to perform his/her job duties until the employee in this  
4 class has been tested for alcohol and such test shows an alcohol  
5 concentration of less than 0.02 or at least twenty-four (24) hours have  
6 elapsed from the time the District reached a determination that the  
7 employee in this class was under the influence of or impaired by alcohol.

8 **3.** No employee in this class shall possess alcohol while on duty. If the  
9 District has actual knowledge that an employee in this class is in  
10 possession of alcohol while on duty, the District will not permit the  
11 employee to perform or continue to perform his/her job duties.

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

16 **5.** No employee in this class shall perform safety-sensitive functions  
17 within four (4) hours after using alcohol. If the District has actual  
18 knowledge that an employee in this class has consumed alcohol within  
19 four (4) hours prior to performing any safety-sensitive function, the District  
20 will not permit the employee in this class to perform or continue to perform  
21 his/her job duties.

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

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

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

1                   **9.** No employee in this class shall refuse to submit to an alcohol test as  
2                   required under this Agreement.

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

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

7                   **1.** No employee in this class shall report for duty or remain on duty when  
8                   the employee in this class uses any controlled substance, except when  
9                   the use of such controlled substance is pursuant to the instructions of a  
10                  physician who has advised the employee in this class that the substance  
11                  does not adversely affect the employee's ability to safely operate a  
12                  commercial motor vehicle.

13                  **2.** If the District has actual knowledge that an employee in this class has  
14                  used a controlled substance, the District will not permit such employee to  
15                  perform his/her job duties.

16                  **3.** No employee in this class who tests positive for a controlled  
17                  substance(s) shall perform his/her job duties. If the District has actual  
18                  knowledge that an employee has tested positive for a controlled  
19                  substance, the District will not permit such employee to perform safety-  
20                  sensitive functions. (Section 16.13.8[b])

21                  **4.** No employee in this class shall refuse to submit to a controlled  
22                  substance test as required under this Agreement.

23                  **5.** Any employee in this class who violates any portion of this Agreement  
24                  may be subject to discipline, up to and including dismissal. Disciplinary  
25                  action for violation of this Agreement shall be implemented in accordance  
26                  with Article 17 of the collective bargaining agreement and/or applicable  
27                  law.

28                  **28.5.4 - Required Alcohol and Controlled Substance Testing:**

29                  **a.** All testing required by this Agreement shall be performed by appropriately  
30                  certified laboratories and in compliance with Title 49 of the Code of Federal  
31                  Regulations, Part 40 et seq.

32                  **b.** Before performing an alcohol or controlled substance test, as set forth  
33                  below, the District shall notify an employee in this class that the alcohol  
34                  and/or controlled substance test is required pursuant to Title 49 of the Code

1 of Federal Regulations, Part 382 et seq. Methods to be used shall be breath  
2 testing for alcohol and urine testing for drugs.

3 **1. Pre-Employment Testing:** An applicant for any classification that  
4 constitutes an employee in this class as defined above, shall be tested for  
5 alcohol and controlled substances. Such testing will not be conducted until  
6 after the individual has been offered employment. Such testing shall be  
7 carried out in compliance with applicable provisions of the California Fair  
8 Employment and Housing Act and the Americans with Disabilities Act.  
9 Any District employee in this class who also works in a different class and  
10 tests positive for alcohol and/or a controlled substance as a result of a pre-  
11 employment test, may be disciplined or discharged pursuant to District  
12 policy, Article 17 of the collective bargaining agreement and/or applicable  
13 law.

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

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

26 **b. Controlled Substances:** Post-accident controlled substance testing  
27 shall be conducted within thirty-two (32) hours following the accident.  
28 If the test is not administered within thirty-two (32) hours from the time  
29 of the accident, no controlled substance test shall be administered to  
30 the employee. If a controlled substance test is not administered within  
31 the prescribed period of time, the District shall prepare a file record  
32 indicating the reason(s) why the test was not administered within the  
33 required period of time for such testing.

34 **3.** Any employee in this class who is subject to post-accident testing shall

1 remain readily available for such testing, or shall be deemed to have  
2 refused to submit to such testing, unless s/he is in need of immediate  
3 medical attention, which prevents appropriate testing.

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

7 **5.** Any alcohol or controlled substance test administered following an  
8 accident conducted by Federal, State or Local officials (e.g., Highway  
9 Patrol or local police/sheriff department) will fulfill the testing requirements  
10 for post-accident testing if the District obtains the results of such testing.

11 **c. Random Testing:**

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

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

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

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

25 **5.** Any employee in this class selected for alcohol and/or controlled  
26 substance testing shall immediately report to the test site. However, if the  
27 employee in this class is performing a safety sensitive function, the  
28 District shall ensure that the employee in this class ceases such function  
29 and proceeds to the test site.

30 **6.** All testing for alcohol shall be administered during the employee's  
31 work shift, just before the beginning of the employee's work shift, or at  
32 the end of the employee's work shift.

33 **d. Reasonable Suspicion Testing:**

34 **1.** Whenever a supervisor or District official, who has been trained in

1 accordance with the law, has a reasonable suspicion that an employee  
2 in this class is in violation of the prohibitions set forth in this Agreement,  
3 the employee in this class shall be required to submit to an alcohol  
4 and/or controlled substance test. Such reasonable suspicion must be  
5 based on the supervisor or District official's specific, contemporaneous,  
6 articulable observations concerning the employee's appearance,  
7 behavior, speech or body odors made just prior to the beginning of the  
8 employee's work shift, during the employee's work shift, or at the end of  
9 the employee's work shift.

10 **2.** All alcohol tests should be conducted within two (2) hours from the  
11 time a reasonable suspicion finding is made. In no event shall such  
12 alcohol testing be conducted after eight (8) hours from the time a  
13 reasonable suspicion finding is made. In the event that such an alcohol  
14 test is not administered within two (2) hours or within eight (8) hours, the  
15 District shall prepare a file record indicating the reason(s) why the  
16 testing was not promptly administered.

17 **3.** After making a determination that there is a reasonable suspicion that  
18 an employee in this class may be in violation of this Agreement, the  
19 supervisor or District official who made the determination shall prepare  
20 a written report setting forth the observations made which led to the  
21 reasonable suspicion. This report must be prepared within twenty-four  
22 (24) hours from the time of the observations or before test results are  
23 released, whichever is available first.

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

25 **1.** An alcohol and/or controlled substance test shall be administered to  
26 an employee in this class found to be in violation of this Agreement, prior  
27 to the employee returning to work.

28 **2.** An employee in this class whose conduct involves violations of the  
29 alcohol provisions of this Agreement shall not be permitted to return to  
30 duty until s/he submits to an alcohol test and such test result shows an  
31 alcohol concentration of less than 0.02. (Section 16.13.3(a-7)).

32 **3.** An employee in this class whose conduct involves violations of the  
33 controlled substance provisions of this Agreement shall not be permitted  
34 to return to duty until s/he submits to a controlled substance test and

1                   such test result is a negative result for controlled substance use.

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

3                   1. An employee in this class who violates the provisions of this  
4                   Agreement and is subsequently identified by a substance abuse  
5                   professional as needing assistance in resolving problems associated  
6                   with alcohol misuse and/or use of controlled substances, shall be  
7                   subject to unannounced alcohol and/or controlled substance testing.  
8                   Such testing shall be conducted as directed by a substance abuse  
9                   professional only when the employee is on duty in a safety sensitive  
10                  function, just before the beginning of the employee's work shift, or at the  
11                  end of the employee's work shift.

12                  **28.5.5 - Records**

13                  a. The District shall maintain all records as required pursuant to Title 49 of  
14                  the Code of Federal Regulations, part 382.401.

15                  b. Except as required by law, the District shall not release information relating  
16                  to alcohol and controlled substance testing performed in accordance with this  
17                  Agreement or any records kept as required by law.

18                  c. An employee in this class is entitled, upon written request to the District,  
19                  to obtain copies of any records pertaining to the employee's use of alcohol or  
20                  controlled substances, as well as any records pertaining to his or her alcohol  
21                  or controlled substance tests.

22                  d. The District shall make an employee's record available to a subsequent  
23                  employer only upon the receipt of a written request from the employee and  
24                  only to the extent expressly authorized by the terms of the employee's  
25                  request.

26                  **28.5.6 - Training for Supervisors** - The District shall ensure that each supervisor or  
27                  other appropriate District official responsible for determining whether reasonable  
28                  suspicion exists to require an employee to undergo testing shall receive at least  
29                  sixty (60) minutes of training on the misuse of alcohol and at least sixty (60) minutes  
30                  of training on the misuse of controlled substances.

31                  **28.5.7 - Employee Referrals**

32                  a. Any employee in this class who violates any portion of this Agreement may  
33                  be subject to discipline, up to and including dismissal. Disciplinary action for  
34                  violation of this Agreement shall be implemented in accordance with Article

17 of the collective bargaining agreement and/or applicable law.

**b.** The District shall advise employees in this class of the resources available to the employees in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances.

**c.** Any employee in this class who violates the prohibitions set forth in this Agreement shall, as a condition to return to duty, be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse or controlled substance use. Such substance abuse professional shall not be affiliated with the District. The employee shall be responsible for any cost associated with such professional assistance. This provision shall in no way interfere with the District's authority to discipline employees found to be in violation of this Agreement. Lost time due to an employee's participation in an alcohol/ control substance rehabilitation program shall qualify as sick leave under the collective bargaining agreement.

**28.5.8 - Positive Test**

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

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

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

15 ng/ml of marijuana metabolite;

300 ng/ml of either morphine or codeine;

500 ng/ml of amphetamine or methamphetamine; or

25 ng/ml of phencyclidine;

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

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

- 1                   1. The medical review officer has contacted the employee directly, on  
2                   a confidential basis, and given the employee an opportunity to discuss  
3                   the test results and the employee's medical history, including  
4                   medication, in confidence.
- 5                   2. The medical review officer has given the employee notice that s/he  
6                   has seventy-two (72) hours in which to request that the remainder of  
7                   the split sample be tested by a different forensic laboratory, certified by  
8                   the Department of Health and Human Services.
- 9                   3. If the employee requests the split sample be tested and the results  
10                  are negative, this shall constitute a negative test and the employee  
11                  shall be reinstated to full pay status as of the date of the original  
12                  positive test.
- 13                d. If the medical review officer concludes that there is a legitimate explanation  
14                for the positive test, such as prescription or over-the-counter medication or a  
15                negative result in the test of the remainder of the split sample, the medical  
16                review officer must report the test to the District as a negative test.
- 17                e. The medical review officer shall be a licensed physician with special  
18                training in substance abuse disorders, the medical use of prescription drugs  
19                and the pharmacology and toxicology of alcohol and controlled substances.  
20                The medical review officer shall not be an employee of the District.
- 21                f. The cut-off levels in this Section are those required by FHWA regulation.  
22                They will be automatically adjusted to be consistent with changes, if any, in  
23                the levels specified by those regulations. (See Title 49 of the Code of  
24                Federal Regulations, Section 40-29, subdivision [f]).
- 25                **28.5.9 - Miscellaneous**
- 26                a. Employees in this class shall receive their regular pay for time required to  
27                take the tests specified in this Agreement. All costs for collection and testing  
28                of specimens as outlined in this Agreement shall be borne by the District.
- 29                b. The parties agree to treat all test results as confidential records.
- 30                c. The employees in this class shall have all rights deemed in accordance  
31                with the collective bargaining agreement and/or law.
- 32                //
- 33                //
- 34                //