



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**ADELANTO ELEMENTARY SCHOOL DISTRICT**

**AND ITS**

**C.S.E.A. CHAPTER #451**

**2013-2016**



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## **ARTICLE 1- AGREEMENT**

This is an Agreement made and entered into this 1<sup>st</sup> day of July, 2013 between Adelanto School District, hereinafter referred to as “District,” and Chapter #451, an affiliate of the California School Employees Association (CSEA), hereinafter referred to as “Association”.

## **ARTICLE 2 – RECOGNITION**

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per Appendix C.

## **ARTICLE 3 – DISTRICT RIGHTS**

### **3.1 Retention of Rights**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to:

- . Determine its organization;
- . Direct the work of its employees;
- . Determine the times and hours of operation;
- . Determine the times and hours of bargaining unit members;
- . Fix and prescribe the duties to be performed by all classified personnel;
- . Create new positions and specify the number of persons within each job category;
- . Determine the kinds and levels of services to be provided, and the methods and means of providing them;
- . Establish its educational policies, goals and objectives;
- . Insure the rights and educational opportunities of students;
- . Determine staffing patterns;
- . Determine the number and kinds of personnel required;
- . Maintain the efficiency of District operations;
- . Determine the curriculum;



- . Build, move or modify facilities;
- . Establish budget procedures and determine budgetary allocation;
- . Determine the methods of raising revenue;
- . Contract out work as provided by law; and prior to taking such action, give the Association 30 calendar days written notice thereof. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

### **3.2 Limitations**

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

### **3.3 Emergencies**

The District retains the right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency is defined as an act of God or other crisis of serious magnitude that the District cannot be expected to ignore. Following the determination of an emergency by the District, both parties shall, upon request, meet and negotiate any negative impact upon unit members that occurs as a result of the district's action to amend, modify or rescind.

## ARTICLE 4 – ORGANIZATION RIGHTS

### **4.1 Association Activities**

All Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 12, except as follows:

a. Monthly Associations Meetings: Unit members requiring release time will make arrangements with their immediate supervisors at least 8 hours in advance.

b. Notices: Brief notifications or announcements among unit members.

(Not more than 5 minutes in duration.)

c. Association Meetings: A maximum of three (3) special Association meetings per year requiring the attendance of all unit members may be called at a time agreed upon by the Association President and District Superintendent or his designee. Additional special Association meetings may be called if mutually agreed upon by the District Superintendent and the Association President.

d. Release Time: The Association shall be granted a maximum of 100 hours of release time for union business, Association workshops and conferences, provided that each unit member seeking release time notifies his/her supervisor at least two workdays in advance. Release time in excess of the 100 hours may be granted provided the Association reimburses the District for the cost of substitutes for persons released. Release time for conference

delegates, for the annual CSEA conference held once a year at a specified place and time shall follow this criteria. The number of delegates that can attend is based upon membership with the number of delegates to be released.

1 – 150 members                      2 delegates

151-250 members                      3 delegates

251-350 members                      4 delegates

351-450 members                      5 delegates

In case the Board of Directors of CSEA adopts a policy that changes these numbers, either up or down, the District and CSEA will negotiate the effect. Release time for Conference Delegates is in addition to the 100 hours of release time for Union Business. The calculation of membership will be done by May 15<sup>th</sup>, for the number of delegates to send to the conference. At that time, CSEA will notify the District in writing whom the conference delegates and alternate delegates will be.

## 4.2 Use of Facilities

All Association business, discussions and activities will be conducted in places other than District property, except when:

- a. Breaks: A unit member is on coffee or lunch break.
- b. Authorization: An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.
- c. Interference: The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school program and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening to or speaking with an Association Representative.
- d. Fee: The Association will be expected to pay a reasonable fee for unusual expenses related to utilities, security, or clean-up.
- e. Expenses: The Association will be expected to pay for any unusual expenses related to wear or damage to District property caused by the Association's use of the property.

### **4.3 Use of Mailboxes/Bulletin Boards**

The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent or designee subject to procedures established by the Superintendent including the following conditions:

a. Identification: All postings for bulletin boards or items of general distribution for school mailboxes must contain the date of posting or distribution and the identification of the organization together with designated authorization by the Association President.

b. Distribution: A copy of such postings or distributions must be delivered to the Superintendent or designee and to each building principal before or at the same time as posting or distribution.

c. Limitations: The Association will not post or distribute information that is derogatory or defamatory to the District or its personnel.

#### **4.4 Grievance Processing**

The Association will exclusively receive time-off from duties for the processing of grievances at all formal levels of the grievance procedure, Article 14 herein, for unit members who are designated as Job Representatives, subject to the following conditions:

- a. By not later than thirty (30) days following the signing of this Agreement the Association will designate in writing to the Superintendent four (4) unit members who are to receive the time-off with no more than two (2) to be released at any one time.
- b. Twenty-four hours prior to release from duties for grievance processing the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and,
- c. That such time-off shall be limited solely to representing a grievant in a conference with a management person (Level 1 through Level 3) and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

#### **4.5 New Bargaining Unit Member Orientation**

All newly-hired bargaining unit members shall receive an orientation from the district. All newly hired employees within 30 days of their date of hire, shall receive from the district a “New Employee Packet” which includes a copy of this agreement, an insurance information booklet, the Bargaining unit Member’s job description, Notice of Assignment (NOA) and a CSEA membership packet. A CSEA representative may attend to provide written information pre-approved by the Superintendent or designee.

## **ARTICLE 5 - SALARY**

The Adelanto School District and California School Employees Association Chapter 451, having negotiated in good faith, the parties hereby agree to the following:

**5.1** The Adelanto School District and CSEA agree that all unit members shall receive a “Notice of Assignment” with an attached school calendar on or about July 31. Newly hired, transferred and promoted employees shall receive a new “Notice of Assignment” no later than the start date of the new position.

**5.2** Longevity: Effective the first month after ratification of this contract for the 06-07 fiscal year the following longevity schedule will go into effect:

- a. Effective July 1<sup>st</sup> after completing ten (10) years of service unit members will receive a 1.5% longevity stipend to be paid monthly with the regular salary.
- b. Effective July 1<sup>st</sup> after completing fifteen (15) years of service unit members will receive a 3.0% longevity stipend to be paid monthly with the regular salary.
- c. Effective July 1<sup>st</sup> after completing twenty (20) years of service unit member will receive a 4.5% longevity stipend to be paid monthly with the regular salary.



- d. Effective July 1<sup>st</sup> after completing twenty five (25) years of service unit members will receive a 6.0% longevity stipend to be paid monthly with regular salary. Longevity stipends are not compounded.
- e. Effective July 1<sup>st</sup> after completing thirty (30) years of service unit members will receive a 7.5% longevity stipend to be paid monthly with regular salary. Longevity stipends are not compounded.
- f. Effective July 1<sup>st</sup> after completing thirty five (35) years of service unit members will receive a 9.0% longevity stipend to be paid monthly with regular salary. Longevity stipends are not compounded.

### **5.3 General Provisions**

1. Substitute hourly employees - 90% of Step 1 - of the position.
2. All contract employees shall be paid at their computed hourly rate for overtime and extra work in accordance with State and Federal regulations. If overtime and extra work is performed in another salary classification, unit member shall be paid in accordance with salary provisions for that classification. Work performed in an equal or higher salary classification shall not result in a lesser hourly rate.

3. All unit members classified as Custodian will be paid an evening shift differential of 2.5% of the base rate of pay on a year round basis for any regular assignment which includes hours after 4:30 p.m.
4. Promotion: When an employee is promoted to a position in a higher classification, his salary shall be adjusted to the minimum step of the new salary range, subject to evaluation of experience, providing this step is at least 5% more than that which he was earning in the classification. (This provision shall not be retroactive.)
5. Change of classification: When an employee changes job classifications, he shall be reevaluated for the position in view of his original step placement in the former classification. In no case shall a reclassification to a higher-paying position result in an actual reduction in income. In no case shall actual years of experience in the District be taken away.
6. New employees may be given credit only for experience comparable to the job description, to a maximum of two years. (Starting on the 3<sup>rd</sup> step.)
7. This salary schedule is based on an 8-hour work day in accordance with the bargaining unit work schedule, annual calendar, and schedule of paid holidays.

8. The following are additive percentages to Step 7:

Step 8 - 2.50%	Step 18 - 5.00%
Step 9 - 2.75%	Step 19 - 5.25%
Step 10 - 3.00%	Step 20 - 5.50%
Step 11 - 3.25%	Step 21 - 5.75%
Step 12 - 3.50%	Step 22 - 6.00%
Step 13 - 3.75%	Step 23 - 6.25%
Step 14 - 4.00%	Step 24 - 6.50%
Step 15 - 4.25%	Step 25 - 6.75%
Step 16 - 4.50%	
Step 17 - 4.75%	

#### **5.4 Payroll Errors**

Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit member payroll or in the payment of any bargaining unit member's salary, the district shall, within (5) five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. Should the error result in an overpayment to the bargaining unit member, he/she and CSEA shall be given (5) five workdays following such determination to submit a written request to negotiate a repayment plan fair to the bargaining unit member and the district.

**ARTICLE 6 HEALTH AND WELFARE/BENEFITS/EARLY**

**RETIREMENT/LIFE INSURANCE AND**

**MEDICAL INSURANCE**

**6.1** The District shall provide payment of premiums towards health and welfare, dental and vision benefits on behalf of each eligible unit member who is assigned (based on Notice of Assignment) 5 (five) or more hours per day (5 days per week) as prescribed in Plan 1 (6.1.a). Insurance benefits shall be granted on the first day of the month following the unit member's date of hire. The District agrees to reopen this Article for the purpose of negotiation. Should the Adelanto District Teacher's Association negotiate a lower cost health benefit rate, CSEA will receive the same rate. CSEA has a "Me Too" clause to include orthodontic benefits in their dental plan equivalent to the Adelanto District Teacher's Association's dental plan. Available to members who are assigned five (5) hours or more per day (5 days per week). Additionally, employees working a total of thirty (30) hours per week at the end of the qualifying period as defined in the Appendix (K) would qualify for benefits at the start of the next fiscal year.

Effective July 1, 2013, payment of health/welfare, dental, and vision premiums on behalf of qualifying employees shall include the following:

**100% of the employee single party premium**The District shall offer additional medical coverage for the employee's spouse or eligible dependents,

and may be purchased through payroll deduction by the employee if selected during the open enrollment period or following a life changing event (marriage/divorce, child birth or adoption, etc.) as defined by the insurance carrier's contract agreement.

**Employee plus one** shall be covered for a cost of no more than \$175 per month to the employee for the HMO plan. Employee plus one choosing Kaiser will pay the difference between the cost of Kaiser & the HMO in addition to the \$175 per month. Employee plus one choosing PPO will pay the difference between the cost of the PPO & the HMO in addition to the \$175 per month.

**Employee plus family** choosing HMO shall be covered by paying no more than \$250 per month. Employee plus family choosing Kaiser will pay the difference between the cost of Kaiser & the HMO in addition to the \$250 per month. Employee plus family choosing PPO will pay the difference between the cost of the PPO & the HMO in addition to the \$250 per month. Medical plans will be selected through group participation in the district's insurance committee which shall be made up of equal representation from the effected employee groups.

If there is an increase in medical premium for the 2014-2015 school year, CSEA and the district will meet within 15 calendar days after the district notifies CSEA that the final rates have been received. The potential increase will be split equally between the

employee and the district until a new agreement has been reached, not to exceed 7.5% per party.

Dental Insurance (unit member and eligible dependents, to include spouse/domestic partner), providing coverage of a least \$2,500 in network/\$2,000 out of network maximum plan. Dental insurance will also include Orthodontic coverage (unit member and eligible dependents) equal to 50% up to \$1,000 per person for lifetime.

Vision Insurance (unit member, and eligible dependents to include spouse/domestic partner).

- a. \$20,000 Term Life Insurance for all unit members, with dependent coverage (child and spouse) of \$1,500 at no cost to the employee.

## **6.2**

Unit members working at least 4 hours per day but less than 5 hours per day shall be e be entitled to a \$550 “cafeteria option” on a pro rata basis applied to any of the following benefits:

1. Dental Insurance (unit member and eligible dependents to include spouse/domestic partner).
2. Vision Insurance (unit member and eligible dependents to include spouse/domestic partner).
3. Tax Sheltered Annuity

The pro rata share shall be determined by the number of hours assigned to the unit member, divided by the number of hours in a full time assignment.

(Example: four (4) hour employees = 4 hr./8 hr. = 50% of \$550 or \$275).

The difference shall be paid by the unit member through monthly payroll deduction.

Employees that become eligible for the full benefit package during the qualifying period will no longer be eligible to receive the Tax Sheltered Annuity.

**6.3 Retirement Medical Benefit:** A unit member who chooses to retire upon reaching age 55 or older and who has served at least ten (10) years in the DISTRICT in a full time position (five (5) hours or more per day) may elect to receive the same health insurance benefits until Medicare age based on his/her dependent status at the same rates as active employees.

Additional medical coverage for the employee's spouse or eligible dependents may be purchased by the retiree if selected during the open enrollment period or following a life changing event (marriage/divorces, child birth or adoption, etc.) as defined by the insurance carrier's contract agreement. These options will be offered at the same rates as active employees.

Retirees that have met the above qualifications as of June 30, 2013 will continue to receive health benefits for the employee + one (1) at no cost in lieu of a 100% paid

composite rate. Coverage will continue until the employee and/or the additional covered individual becomes Medicare eligible. At that time the plan will convert to the 100% single party HMO rate.

Dental and Vision coverage will continue to be offered to retirees at the retiree's expense at the district's retiree rates provided that the insurance provider allows such coverage for retirees.

- a. As an alternative, the DISTRICT shall pay a lump sum payment equal to \$1,200 per year for each year remaining to age 65.

## **ARTICLE 7 – UNIFORM ALLOWANCE**

The following unit members are required to wear a uniform which will be provided by the District: After obtaining input from affected employees, the Department Head shall determine the color of uniform and the type, color and style of shoes to be worn. The uniform shall consist of shirt and long or short pants.

### **Job Title**

Bus Driver	Groundskeeper
CNS Cashier	Heating & Air Conditioning Specialist
CNS Delivery Driver	Information Systems Support Technologist
Campus Security Assistant	Lead Custodian
Custodian	Lead Groundskeeper



Delivery Person	Maintenance Electrician
Food Production Coordinator	Maintenance Worker
Food Service Worker I	Vehicle Mechanic
Food Service Worker II	Warehouse Person

The following unit members are required to wear steel-toe footwear and will receive an additional \$10.00 per month allowance:

Custodian	Maintenance Personnel
Lead Custodian	Vehicle Mechanic
Electrical/Electronic Maintenance	Warehouse Person
Lead/Groundskeeper	HVAC

Discipline for not wearing uniform:

- First Offense – Verbal warning, accompanied by a written memo, not to be placed in personnel file.
- Second Offense – Written letter or Warning to be placed in personnel file.
- Third Offense – Written reprimand to be placed in personnel file.
- Fourth Offense – 1-day suspension without pay.
- Fifth Offense – 3 days suspension without pay.
- Sixth Offense and any thereafter – 5 days suspension without pay.

On days when students are not in attendance, unit members may wear casual attire except for required safety equipment (no tank tops, tube tops, sleeveless shirts, short shorts, spandex or biker shorts, no sandals).

Uniforms shall be supplied by a single vendor agreed upon by the District and the Association, so that all personnel will be uniformly attired.

## **ARTICLE 8 – PERFORMANCE REVIEWS**

### **8.1 Definition** (Refer to APPENDIX E)

A performance review is a formal written document, which reviews a unit member's overall performance during a set period of time. This Article is not intended to apply to less formal memorandums which may refer to an incident or incidents requiring remediation or assistance.

### **8.2 Reviewer**

Unit members shall be reviewed by the principal and/or the immediate supervisor. Performance reviews shall be written by management personnel who are immediately responsible for the work of the employee. The reviewer either oversees, reviews, or checks the daily work performance of the unit member being rated, or is the one who is most closely acquainted with the unit member's work performance. Reviewer may ask for input from other personnel having direct knowledge of work performance.

### **8.3 Frequency**

- a. Probationary unit members during the third 3<sup>rd</sup> and sixth 6<sup>th</sup> months of their probationary period. If the third 3<sup>rd</sup> and sixth 6<sup>th</sup> month performance reviews fall within the current fiscal year, the June 1<sup>st</sup> performance review is not required.
- b. Performance reviews shall be made for newly promoted unit members during the first and second months.

- c. Regular unit members by June 1<sup>st</sup> each year. If a performance review for a permanent unit member is not completed by June 1<sup>st</sup> of each year, the performance rating shall be deemed 'meets standards' for that year only.
- d. All new unit members will serve an eight (8) month probationary period.
- e. The probationary period will include calendar days only except for promoted employees. (see 8.3b)

#### **8.4 Orientation**

Reviewers will explain the purposes of the performance report to probationary unit members and provide a copy of the performance review to the unit member being reviewed.

#### **8.5 Performance Review Conference and Report**

After making the performance review, the evaluator will:

- a. Conduct a rating conference with every unit member who is reviewed.
- b. Explain to the unit member in a conference:
  - 1. Reasons for performance ratings.
  - 2. Basis for rating.
  - 3. Areas where work performance may be improved.
- c. Sign the performance report in triplicate and attempt to obtain the signature of the unit member being rated.
- d. Give the unit member the duplicate copy of the performance report.

- e. Keep the triplicate copy on file.
- f. Forward the original to the District Center for inclusion in the unit member's personnel file.

#### **8.6 Right of Representation**

A unit member being given an unsatisfactory annual performance review shall have a right to be represented by a representative of his or her choosing, as permitted by law. (Refer to APPENDIX J.)

#### **8.7 Prearranged Conference:**

A prearranged conference is required when the conference is designed to improve unit member's job performance and a written follow-up is anticipated. When a prearranged performance review conference is held, the unit member shall have the right to have a union representative present. A prearranged conference requires a minimum 24-hour advance notice.

#### **8.8 Personnel Files**

No performance review of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the reviewer.

#### **8.9 Recommendations for Improvement**

- a. When a supervisor perceives a unit member's work performance is less than satisfactory, the unit member shall be notified at a conference prior to his/her annual performance review with sufficient time to improve. If the supervisor

determines that an improvement plan is necessary for a permanent unit member, the improvement plan shall be in writing in sufficient detail to advise the unit member of the required goals and objectives. The supervisor shall meet with the unit member concerning whether the goals and objectives have been met no later than 30 days prior to the next formal performance review.

- b. Any negative performance review shall include specific recommendations for improvement. The unit member has the right to review and respond to any derogatory evaluation.
- c. Letter of understanding (Performance Review Form - Appendix E)

On the performance review form, performance ratings shall be changed to:

- U. Unsatisfactory
- N. Needs Improvement
- S. Satisfactory
- C. Commendable and
- E. Excellent

Any unit member receiving a rating of less than satisfactory shall have a written justification on the negotiated performance review form. The form to be utilized is shown in Appendix E. Any further changes shall be negotiated in conjunction with reclassification study.

## **8.10 New Hires**

A newly hired unit member must stay in his/her position eight (8) months.  
(coordinated with Evaluation Frequency 8.3d and 8.3e)

# **ARTICLE 9 – LEAVE PROVISIONS**

## **Immediate Family Definition**

The immediate family is defined as husband, wife, mother, father, daughter, son, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, aunt, uncle, nephew, and niece.

## **9.1 Jury Service**

- a. **Compensation:** A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amount received for jury duty and the unit member's regular rate of pay. Any meals, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. The unit member shall turn in any jury duty compensation check they receive in return for their regular pay.

1. Any unit member who is called to jury duty during their regular work year and obtains a deferral to a period when they are normally off

work, i.e., during breaks, can present their original jury duty summons and be paid the sub duty rate for their period of jury duty served in the off period, (non-contract days).

2. If the unit member fails to turn in jury duty fees within 60 days of the time jury duty was claimed, the payroll department may withhold the amount of the fee for the days claimed from the unit member's check. If the unit member does not receive a jury duty check within 60 (sixty) days, it is their responsibility to notify payroll of that fact.

b. **Notification:** A unit member who is subpoenaed to serve on jury duty shall be granted a leave of absence to do so. The unit member shall notify the District at the earliest possible date of the impending jury duty.

c. **Length of leave:** Leave shall be granted for all days of attendance in court as certified by the clerk or other authorized officer of the jury or court provided such duty interferes with job assignment.

d. **Grand Jury:** No leave of absence with pay will be granted to serve on a grand jury.

e. **Work Time:** Unit members shall work all regularly assigned hours which do not interfere with jury duty providing the combined hours do not exceed eight (8) hours.



f. **Witness Leave:** A witness leave is a leave granted to allow a bargaining unit member to appear as other than a litigant in the case in response to an official order from governmental jurisdiction (excluding service in an Unfair Practice charge against the District).

1. Compensation: Payment may be made for such leave up to a two (2) days per year and may not be accumulated from one year to the next, and shall be up to but not more than the difference between the bargaining unit member's regular earnings and any amount received for witness service. The employee must provide to the district a formal subpoena for proof of service attached to their absence report.

## 9.2 **Military Leave**

A unit member shall be entitled up to 30 days military leave per article 395.03 from the Veteran/Military Code required by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Notification of such leave is to be requested by filling out an absence sheet as soon as unit member receives military orders and attaching a copy of the orders. Employees must meet with the Human Resources Department upon notification of military leave.

## 9.3 **Illness Leave**

a. **Definition:** An illness leave is granted to a unit member who is unable to work due to personal illness, injury, or quarantine.

b. Length of Leave: Each unit member shall be entitled to one (1) day's illness leave for each month's service rendered during the fiscal year, plus any amount not taken in previous years. Such leave may be taken at any time during the school year, and in accordance with Education Code provisions. Accrued, but unused illness leave shall be carried forward from year-to-year as presently provided by law and by the rules and regulations of the district now in effect.

c. Compensations: Unit members on illness leave shall receive their regular salary subject to 9.3.b above.

1. Each unit member shall, once a year, be credited with a total of 100 working days of entitlement pursuant to 9.3.b above. Such days of sick leave used in addition to those fully paid under 9.3.b above shall be compensated at 50 percent of the unit member's regular salary. Days granted under Article 9.4 Industrial Accident and Illness Leave, are not included in the 100 sick leave days and will be granted prior to application of this section.

d. Request Procedure: Request for illness leave shall be made to the immediate supervisor.

e. Certification Requirement: In the event of absence due to illness the District may require a statement of a physician, certifying the illness.

f. Notification of Return: The unit member shall notify the immediate supervisor of his impending return to duty in ample time to inform the substitute of his release from temporary assignment.

g. Physical Examination: In the event of absence due to illness for a period of ten (10) work days, an absence due to injury, illness or disease, the unit member may be required to furnish evidence of a physical examination or statement from a physician certifying his or her fitness to resume duty. It is the responsibility of the unit member to provide written notification via the physician's completion of a return-to-work order at least one (1) work day prior to the anticipated date of release to work following leaves for any of the aforementioned reasons.

Such notice is to be given to the District, to enable the District, at its option, to schedule the unit member for a return-to-work physical examination with a physician selected by the District, at District expense, prior to the unit member's return to regular status. The physician(s) selected by the District shall make the final determination as to the unit member's ability to return to work. In the event the unit member is not released to return to work by the physician selected by the District, the unit member's status will continue on sick leave or vacation leave until all cumulative leave is exhausted and then the unit member will go on leave without pay. All medical information will be kept confidential.

If the unit member's return-to-work order, whether prepared by the unit member's own physician or the physician retained by the District, authorizes a release to work but contains restrictions regarding physical activities, the District, in consultation with said physician, shall make the final determination as to whether or not the essential functions of the position can be performed in light of such restrictions with reasonable accommodations, or whether the unit member should remain on leave until he or she is fully capable of performing the essential duties of the positions.

If the return-to-work order containing restrictions is prepared by the unit member's physician, the district shall have the option, as set forth above, to require the unit member to submit to an examination, at District expense, to a physician retained by the District.

If the unit member is allowed to return to work with restrictions, it shall be the responsibility of the unit member to provide the District with periodic updates from his or her physician (no less than once monthly), at the unit member's expense, of the continued necessity for such restrictions. Similarly, the District, at its option, may require the unit member to submit to periodic examinations by a physician retained by the District, at District expense, to verify the continued necessity for such restrictions.

h. Catastrophic Leave: Refer to Education Code Section 44043.5 a.1.

#### **9.4 Industrial Accident and Illness Leave**

Entitlement: Unit members will be entitled to industrial accident leave according to the provisions of the Education Code.

a. Time Period: Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

b. Verification: The unit member may file a pre-designation of physician form with the District. If such form is on file, the unit member will initially be sent to the physician so designated in case of a work-related injury. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of the time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

c. Compensation: For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Worker's Compensation Third Party Administrator which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss

disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

d. Non-cumulative: Allowable leave shall not be cumulative from year to year.

e. Commencement of Leave: Qualified industrial accident or illness leave will commence on the first day of absence.

f. Leave Consumption: Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

g. Overlap: When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

h. Effective Date: Benefits under such leave shall become available to all unit members upon employment.

#### **9.5 Leave for Pregnancy Disability**

a. Entitlement: Unit members are entitled to use sick leave as set forth under Illness Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing

leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District may require a verification of the extent of the disability through a physical examination of the unit member by a physician appointed by the District.

b. **Verification:** Unit members are entitled to leave without pay or other benefits for a period not to exceed eight (8) months for disabilities because of pregnancy, miscarriage, childbirth, or recovery there-from when sick leave as set forth in Illness Leave has been exhausted. The date on which the unit member shall resume duties during the eight (8) month period shall be determined by the unit member on leave and the unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

c. **Return From Leave:** The unit member on leave for pregnancy disability shall be entitled to return to a position within the same salary classification to that held at the time the leave commenced.

**9.6 Leave Without Pay for Childbearing Preparation and Child Rearing**

- a. **Grant of Leave:** Leave without pay or the Board of Trustees may grant other benefits to a unit member for preparation for childbearing and for child rearing.
- b. **Request:** The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- c. **Duration:** The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
  - 1. **Limited to 12 Months:** The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- d. **Use of Accrued Leave:** The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.
- e. **Effect on Status:** There shall not be a diminution of employment status for childbearing or child rearing except that no person on such leave shall be entitled to



compensation, increment, or the accrual of seniority for layoff or reduction in force purposes.

f. **Reassignment:** If an employee is on leave for childbearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the employee to a position as soon as practicable.

## 9.7 **Personal Necessity Leave**

a. **Entitlement:** In accordance with optional provisions of the California Education Code, any classified employee may use, at his/her election any days of accrued sick leave for the purposes of personal necessity except 1, 2, 4, and 5 below which require a doctor's/attorney's statement after 10 days.

1. Death of a member of his immediate family. This shall be in addition to normal bereavement leave.
2. Accident involving his person or property or the person or property of his immediate family of such emergency nature as to require the presence of the employee during his working day.
3. Appearance of the employee in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

4. Serious or critical illness of a member of the immediate family of such nature as to require the presence of the employee during the working day.

5. Appointment, which cannot be secured during non-duty hours with a doctor or dentist for the employee, or a member of the immediate family, requiring the presence of the employee during the working day.

6. Attendance at a funeral service when such attendance causes the employee to be absent during the working day.

b. **Request:** Request for this leave shall be filed through the immediate supervisor.

c. **Records:** Records shall be maintained in the office of the Superintendent.

## 9.8 **Personal Leave**

a. **Definition:** A personal leave is a leave granted for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at a non-school connected convention, etc.)

b. **Entitlement:** Maximum personal leave is twenty (20) consecutive working days. Leave may be extended upon approval of the Board.

c. **Request/Approval:** Absence for personal reasons are not encouraged but may be granted, subject to approval of the District Superintendent. A written request shall be filed.

d. **Compensation:** Salary deductions shall be made for each day of such absence equal to the individual employee's established daily rate. (See Article 9.7 and Article 9.9 for additional provisions.)

**9.9 Personal Business Leave**

a. **Entitlement:** Any unit member may use, at his/her election, not more than five (5) days of accumulated sick leave benefits, per school year, (school year as defined in Education Code Section 37200) for personal business or civic responsibilities. (non-cumulative.)

b. **Request:** Notification of personal business leave shall be filed through the office of the immediate supervisor with 24 hours advance notice when possible. Records shall be maintained in the office of the Superintendent.

**9.10 Bereavement Leave**

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of up to five (5) days. Bereavement Leave for any other person living in the immediate household of the employee is subject to approval of the District Superintendent.

**9.11 Study, Retraining and Opportunity Leave**

a. **Definition:** An opportunity leave is a leave granted in order that a permanent employee may have time for study/retraining or to accept a position which will result in the employee rendering more effective service to the District upon return.

- b. **Length of Leave:** Leave may be granted for a maximum of one fiscal year.
- c. **Compensation:** No salary will be paid by the District for the period of the leave.
- d. **Request Procedure:** The unit member shall submit a written request to the Office of the Superintendent, including a description of the opportunity and how it will enable the employee to render more effective service to the District upon return. The Board of Trustees will consider each case specifically on its merits.
- e. **Prior Service:** Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding granting of the leave or for retraining and employment purposes who has not rendered service to the District for at least three (3) consecutive years preceding the granting of the leave.
- f. **Accrual of Benefits:** Any leave of absence granted under this policy shall not be deemed a break in service except that such leave shall not be included as service for the granting of any subsequent leave under this type of leave, nor shall the unit member earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.
- g. **Return:** Upon return from Study, Retraining or Opportunity Leave, the unit member shall be assigned to the same job classification as vacated at commencement of leave.

### **9.12 Authorized Leave Verification**

Prior to approval of any paid leave, the District may require a unit member to furnish a doctor's certificate, affidavit or other documentation, appropriate to the circumstances, on forms prescribed by the District, as verification of illness or other reason for authorized leave. Verification may be required when the District has reasonable grounds to question the validity of any request for approved leave. In the event the District directs a unit member, who has not previously visited a doctor in connection with the absence in question, to obtain a doctor's certificate, the District shall select the doctor, pay for the medical examination, and the examination shall be scheduled during working hours during which the unit member shall receive paid leave. In selecting the doctor in such a case, however, the District shall permit the employee to select from a list of four doctors provided by the District. If the employee declines to make such a selection or fails to do so within 48 hours, the District shall choose the doctor from the list of four.

### **9.13 Absence Notification**

Bargaining Unit Members shall give at least two (2) hours absence notification prior to their assigned reporting time. Bargaining Unit Members who do not report to the sub-calling system shall notify the District by 3:00 p.m. of the preceding day

of their intent to return to work. Bargaining Unit Members who fail to adhere to this procedure shall be subject to the progressive disciplinary procedures in board policy.

## ARTICLE 10- HOLIDAYS

### **10.1 Entitlement**

All Unit members shall be entitled to the paid holidays as indicated in Article 10.2, provided the unit members are in paid status during the working day immediately preceding the working day succeeding the holiday.

### **10.2 Holiday Recess Periods**

The Holidays listed below which fall during the Christmas and Easter breaks shall be granted to unit members not normally assigned to work during said breaks provided the unit member was in paid status during the work day immediately preceding or succeeding the break period.

1. July 4<sup>th</sup>
2. Labor Day
3. Admissions Day (The day before or the day after New Year's Day)
4. Veteran's Day
5. Thanksgiving Day
6. and the day after Thanksgiving
7. Christmas Day
8. and the day before or the day after Christmas
9. New Year's Day
10. Martin Luther King, Jr. Day
11. Lincoln's Birthday
12. Washington's Birthday
13. Good Friday
14. Memorial Day

Although the number of days listed above will not change, the actual days off will be determined by representatives from the Association and the District after the student calendar has been set by Trustees.

### **10.3 Weekend Holidays**

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

### **10.4 Working On a Holiday**

When a unit member is required to work on any holiday, he/she shall be paid compensation, or given compensatory time off for such work in addition to regular pay received for the holiday at the rate of time and one-half of his/her regular rate of pay. The District and CSEA shall be involved in the planning of the school calendar as it relates to student non-attendance days.

### **10.5 Student Contract Days**

Days on which students are not in school but which are designated as teacher workdays shall also be regular workdays for unit members and shall not be considered holidays unless specifically established as holidays by the Governing Board.



## **10.6 District Declared School Closure**

All classified employees whose primary role is student-related shall not be required to work on a district-declared school closure. Unit members will be expected to work on the make-up day(s) or take a personal business day, personal necessity day, vacation day, or unpaid day on the district declared closure day. The following job classification contracts embody student-related positions: 180 day, 182 day and 185 day work contract employees.

All other classified employees are expected to work. If employees in these job categories cannot reach their job location, or deem it unsafe to travel, they shall notify their supervisor and consideration shall be given to granting a personal business day, personal necessity day, vacation day, or unpaid day on the district declared closure day.

## **10.7 In-Service Assignments**

The District will give unit members at least five (5) working days written notice of the time, locations, and duty day for in-service assignments. Failure to give such notice, however, shall not relieve the unit member of his/her assignment on the in-service day.

## **ARTICLE 11 – ANNUAL VACATION**

### **11.1 Accrual**

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

### **11.2 Vesting of Entitlement**

Although probationary unit members earn vacation days pursuant to 11.1, such days do not become a vested right until completion of the first six months of employment. If vacation is taken in advance of entitlement, a unit member who terminates after using advanced vacation time shall reimburse the District for those days taken over the actual entitlement.

### **11.3 Scheduling**

While an effort will be made to accommodate specific vacation dates requested by unit members, vacation time may be rescheduled if the unit member's absence on the dates requested is in conflict with the best interests of the District as determined by the unit member's immediate supervisor. When a conflict occurs between two (2) unit members in the same department who wish to take vacation on the same day the more senior unit member shall be given preference.

#### **11.4 Accrued Vacation**

Vacation must be used within two years as of June 30, (end of fiscal year) and each subsequent year employees will be paid for vacation days accrued in excess of the two-year allotment. (A unit member who earns 20 days per year, for example, shall never have more than 40 days of accrued vacation at the end of any fiscal year.)

#### **11.5 Vacations:**

1. The Superintendent or his designee will arrange vacation days for those classified employees who are eligible, as provided by the Board of Trustees.
2. Vacation with full pay is granted to each classified employee at the following rates, or as stipulated otherwise:
  - 0 - 2 years - 1 day per month of contract
  - 3 - 6 years - 1¼ days per month of contract
  - 7 - 9 years - 1½ days per month of contract
  - 10 years & over - 1¾ days per month of contract
  - 20 years & over - 2 days per month of contract
3. The time of annual vacation shall be scheduled in accordance with the needs of the District and as nearly as possible at the convenience of the employee.

4. Employees on an hourly contract eligible for earned vacation time shall be paid the commensurate rate monthly as such earned vacation time is accumulated.
5. No vacations will be granted to the 9 ½, 10, 10 ½ month employees during the months of July and August. These employees are expected to take their vacations during the Christmas and/or Spring vacation or other suitable periods during the school year, in accordance with established work schedules.
6. Payment in lieu of partial vacation will be made to employees who are terminating their employment with the District.

Unit members in a regular work status who work less than eight hours per day will have vacation time prorated.

## **ARTICLE 12 – HOURS AND OVERTIME**

### **12.1 Definition/Scheduling**

The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The scheduling of the hours and the workdays shall be at the sole discretion of the District management, as long as it does not conflict with any part of this contract. The hours of unit members at each site shall be determined by the site administrator.

### **12.2 Compensation for Overtime**

The District will provide compensation or compensatory time off at a rate equal to one and one-half (1½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in one workday or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular workday is less than eight (8) hours or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absences, shall be considered as time worked by the unit member.

a. Distribution: Overtime and extra time will be distributed on a rotational basis equitably to employees within each classification at each site beginning with the most senior employee.

b. Interpreter/Translation Duties

Any time a bargaining unit member is requested on a voluntary basis to work outside their regular assigned hours for the purposes of translation they shall be compensated at their hourly rate or overtime rate when applicable. A bargaining unit member who is not specifically trained to Interpret/Translate shall not do so in IEP meetings.

**12.3 Extended Week Compensation**

Notwithstanding sections 12.1 and 12.2 of this Article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day following the commencement of the work week at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

#### **12.4 Lunch Periods**

All unit members who work a minimum of five (5) consecutive hours will be entitled to an uninterrupted, unpaid, lunch period consisting of not less than thirty (30) minutes. Lunch periods shall be scheduled approximately at the shift midpoint unless conditions of service require an earlier or later lunch period as assigned by the immediate supervisor.

#### **12.5 Rest Periods**

All unit members shall be entitled to one (1) paid rest period during each four (4) hour work period as noted below:

- a. Employees who work seven (7) and eight (8) hours per day shall be entitled to two (2) fifteen (15) minute rest periods. Unit members working 4, 5 or 6 hours are entitled to one (1) fifteen (15) minute break approximately at the midpoint of their half shift.
- b. Rest periods shall be scheduled approximately at the half shift midpoint unless conditions for services require an earlier or later rest period as assigned by the immediate supervisor.

#### **12.6 Change in Part Time Assignment**

Any unit member in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part time assignment for a

period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.

**12.7 Use of Compensatory Time**

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime/extra time was worked and without impairing the service rendered to the District.



**ARTICLE 13 – TRANSFERS, REASSIGNMENTS, PROMOTIONS**  
**AND DEMOTIONS**

**13.1 Transfers**

A transfer is a lateral movement from one position to another that has the same classification and job description or a change from one classification to another at the same salary range if the employee possesses the qualifications specified in the job description. Transfers and reassignments may be at the same site or from one site to another.

A transfer/reassignment may be unit member initiated (voluntary) or District initiated (involuntary).

- a. **Promotion**: A promotion is a change in the assignment of a unit member from a position in one classification to a vacant position in another classification with a higher salary range.
- b. **Qualified applicants will be selected for an interview**. A person is deemed “qualified” if they have met the minimum qualifications as stated on the original posting and receives a passing score of at least 75% on any testing which may be required.
- c. **A minimum of three** (the rule of three) applicants will be supplied for interview for each position. Qualified unit member applicants will have first opportunity for interviews. If there are not three unit members or if none of

the unit members are selected, then the District reserves the right to meet the rule of three requirement from outside. (example: only one qualified unit member applies for a position. The district then has the right to supply two outside candidates to meet the rule of three requirement.)

d. **Demotion**: A demotion is a change in the assignment of a unit member from a position in one classification to a vacant position in another classification with a lower salary range.

e. **Vacancy**: A position that is unfilled or unoccupied.

### **13.2 Voluntary Transfer**

The District may initiate a transfer or reassignment at any time that it is deemed by the District to be in the best interest of the District. Any objections to the transfer or reassignment will be taken into consideration during a conference between the appropriate management person and the individual unit member at which time the individual will be told the reasons for the transfer or reassignment. The ultimate decision rests solely with the District, but transfers or reassignments shall not be implemented arbitrarily and capriciously.

### **13.3 Voluntary Demotion**

If a unit member applies for a voluntary demotion, the criteria for voluntary transfer applies.

#### **13.4 Involuntary Transfers and Reassignments**

Involuntary transfers and reassignments may be implemented by the District if necessary to meet the needs of the District. An involuntary transfer/reassignment will not be implemented as a punishment measure but may be utilized in conjunction with a performance improvement program if felt to be essential in alleviating performance problems. Notification of transfer or reassignment will be in writing. An involuntary transfer of a unit member made during the year shall not result in the loss of compensation, seniority, or any fringe benefit. Any objections to the transfer will be taken into consideration during a conference between the appropriate management person and the individual unit member.

#### **13.5 Posting**

When a vacancy exists the position shall be posted concurrently at all job sites and on Edjoin.org. Such posting shall be posted on bulletin boards in prominent locations for ten (10) calendar days, during which interested unit member must submit a promotion request. During breaks it shall be the responsibility of the unit member to check Ed-Join. Such posting shall include classification and job description, rate of pay, range and job site. When such postings occur and if a unit member were to be on leave or vacation, they shall have the right to have another person file for the transfer or promotion in their behalf.

a. Qualified applicants will be selected for an interview. A unit member is deemed “qualified” if they meet the minimum qualifications as stated on the original posting and receives a passing score of at least 75% on any testing which may be required. All district applicants shall receive their test score by District mail within 10 work days.

b. Unit members interested shall submit a signed application for promotion to the Personnel Office within the posting time limit. Selection shall be based on the following: (A) Qualification for position, (B) Previous performance, as reflected in up to three (3) performance reviews, and (C) experience, both in and outside the District. Where these three factors are equal seniority will prevail.

If no qualified inside candidates are selected to fill the position the District reserves the right to fill the vacant position from outside.

**13.6 Voluntary Transfer/Promotion/Voluntary Demotion Conditional Period**

When a transfer or promotional position is filled from within by a unit member, that member will be given a sixty (60) day conditional period. Within the first thirty (30) days the supervisor shall review the performance of the individual. All reviews will be shared with the unit member. A final review may be done within the last two weeks of the conditional period. The District retains the right to curtail the conditional period at any time upon determination that the unit member is not going

to satisfactorily fill the position. The final recommendation will be shared with the Personnel Office of the District at least three days prior to the end of the conditional period. The supervisor will also inform the unit member of their status at this time. If a review does not occur within the two month conditional period, it shall be deemed as satisfactory and the unit member shall remain in that position as a permanent employee.

a. The position vacated by the unit member who transferred or was promoted, may be filled with a substitute during the conditional period at District discretion.

b. If the unit member's review is satisfactory, the position that was vacated will be advertised per the contract. The position may continue to be filled with a substitute until a replacement is found, based on stipulations in the Education Code.

c. If the unit member's review is not satisfactory, they will return to their prior position. The position that was conditional will then be offered to the next ranked applicants with the District meeting the Rule of Three criteria outlined previously.

All interviews effecting classified positions in the district will include one (1) CSEA Representative and one (1) classified employee from the classification being interviewed. A CSEA representative may be included for management interviews.

The final decision in the selection of the candidates from those recommended to fill vacancies rests with the district.

### **13.7 Medical Transfer**

If a unit member becomes medically unable to satisfactorily perform his/her regular duties and an alternate job within the same classification is available, the unit member will be given an opportunity to interview for the alternate positions if, in the written opinion of a competent physician, the unit member is capable of performing the required duties in the new position. Any such unit member may also apply for a position in a different classification for which he/she is qualified and shall be given consideration along with all other qualified applicants.

## **ARTICLE 14 – GRIEVANCE PROCEDURES**

### **14.1 Definitions**

- a. A “grievance” is a formal written allegation by a unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters, for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administration of regulations of this school district, are not within the scope of this procedure.
- b. A grievant is a unit member covered by this Agreement or an authorized employee acting on behalf of the Association who files a grievance.
- c. A day is any day in which the central administrative offices of the District are open for business.
- d. The immediate supervisor is the lowest level management person having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

## **14.2 Representation**

Any unit member may at any time present grievances to his employer, and have such grievances adjusted, without the intervention of the exclusive representative; provided that the public school employer shall not agree to a resolution of the grievances until the exclusive representative has received a copy of the grievances and the proposed resolution and has been given the opportunity to file a response. Either or both parties to a grievance may have another person or a representative in attendance with them at all formal levels of the grievance procedure.

## **14.3 Informal Level**

Before filing a formal written grievance, the grievant shall attempt to resolve the alleged contract violation through an informal conference with the immediate supervisor within 10 days of the alleged grievance (or knowledge of alleged grievance).

## **14.4 Formal Level (Refer to APPENDIX D.)**

### **Level 1:**

In the event the aggrieved person is not satisfied with the decision at the informal level, they shall appeal the decision on the appropriate form within 10 days of the conference stating the alleged violation of the contract, the actions that were taken, and the remedy sought. The supervisor shall attach clear, concise responses to the grievance statement and submit the decision to the unit member and to the



exclusive representative within ten days after receiving the written grievance. If the supervisor does not respond within the time limit, the grievant may appeal to the next level. Within the above time limit either party may request a personal conference with the other party.

**Level 2:**

In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent, or designee, within ten days following the Level 1 decision. This statement shall include a copy of the original grievance, the decision rendered and a clear, concise statement of the reasons for the appeal. The Assistant Superintendent shall communicate his decision to the unit member and to the exclusive representative within ten days after receiving the appeal. Either the grievant or the administrative assistant may request a personal conference within the above time limit. If the Assistant Superintendent does not respond within the time limit, the grievant may appeal to the next level.

**Level 3:**

In the event the grievant is not satisfied with the decision at Level 2, the grievant may appeal the decision on the appropriate form to the Superintendent within ten days following the Level 2 decision. This statement shall include a copy of the original grievance, the decision rendered and a clear, concise statement of the

reasons for the appeal. The Superintendent shall communicate his decision to the unit member and to the exclusive representative within ten days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limit.

If the Superintendent does not respond within the time limit, the grievant may appeal to the next level or go to level 5.

**Level 4:**

If the grievant is not satisfied with the decision at Level 3, the grievant may request within ten days that the District arrange for the appointment of a mediator from the California State Conciliation Service. If such a request is timely made, the District shall contact the State Mediation and Conciliation Service. Thereafter, a meeting between the parties and the appointed mediator will be held to attempt resolution of the grievance. The mediator will have no power to render a final decision, but will attempt to bring resolution through clarification of the issues and settlement techniques.

**Level 5:**

In the event the grievant is not satisfied with the decision at Level 4 within ten (10) working days, the grievant may appeal the decision on the appropriate form to the Board of Trustees. (The appeal must be received no later than seven (7) working days prior to any scheduled board meeting to be placed on the upcoming agenda).

This appeal statement shall include a copy of the original grievance, the Decision rendered, and a clear, concise statement of the reasons for the appeal, and their choice of a hearing in open or closed session. The School Board shall schedule the hearing at the upcoming meeting. The Board shall communicate their decision to the grievant and the exclusive representative within ten working days after said hearing.

#### **14.5 Grievance Termination**

When a grievance has been filed by a unit member, the grievant may terminate the grievance at any time by giving a written notice to the Assistant Superintendent or designee. Failure to comply within the time limits, to attend scheduled meetings to discuss or hear the grievance or to provide requested information at the grievant's disposal relating to the subject matters of the grievance shall be deemed a termination of the grievance.

#### **14.6 Responsibility**

During the grievance procedure the unit member will continue to perform duties as directed by management.

#### **14.7 Grievance Processing**

Grievance processing will take place at a time arranged by mutual consent of management and the grievant. If a mutually acceptable time cannot be agreed upon, the grievance will be processed between 3:30 p.m. and 4:30 p.m. Released

time from duties for the grievant and the two Job Representative (see Article 4.4) shall be limited solely to a grievance conference with a management person, and in no way shall this limitation include use of such time for gathering information, interviewing witnesses, preparing a presentation or similar matters.

## **ARTICLE 15 – SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or if Federal or State legislation is passed which would make any provisions of this Agreement illegal, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE 16 – EFFECTS OF AGREEMENT**

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

## **ARTICLE 17 – COMPLETION OF MEET AND NEGOTIATIONS**

For the life of this Agreement the District will not change those policies within the scope of representation as defined in Section 3543.2 of the Rodda Act without first giving CSEA Chapter 451 an opportunity to meet and negotiate with respect to those policies.

## **ARTICLE 18 – PROFESSIONAL GROWTH INCREMENT**

- 18.1** Unit members shall be eligible to apply for professional growth increments upon successful completion of fifteen (15) semester units (a minimum of 270 class hours) of course work or the equivalent thereof in other forms of approved training. A unit member applying for a professional growth increment shall submit transcripts or other proof of course work acceptable to the District, as part of the application for the increment.
- 18.2** In order to be eligible for increment credit, all courses must have the prior written approval of the Assistant Superintendent or designee. (Refer to APPENDICES I, Classified Professional Growth Application (Form A) and Classified Professional Growth Credit (Form B). Such courses shall be taken during non-duty hours and at the unit member's expense.
- 18.3** In order to qualify for increment credit, the course must be related to the unit member's job assignment and result in a benefit to the District. The District, in its sole discretion, may approve courses unrelated to the unit member's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the unit member's assignment.
- 18.4** In the event approval of a particular course is denied, the unit member shall have the right to appeal to the Professional Growth Committee, which shall consist of one unit member, one school board member, and one site administrator. The appeal

must be filed with the Assistant Superintendent or designee, within ten (10) calendar days after the unit member receives notice of the denial. The Committee shall evaluate the proposed course and make a recommendation to the Assistant Superintendent or designee, who shall make a final decision and notify the unit member within ten (10) calendar days after receiving the Committee's recommendation.

- 18.5** Units must be earned at accredited colleges, universities, trade schools or a District approved adult education program.
- 18.6** In order to receive increment credit, the unit member must complete the course with a grade of "C" or better, or a "pass" grade.
- 18.7** A total of three professional growth increments of \$500.00 annually (maximum of \$1500.00) may be achieved through voluntary participation in the professional growth program. Part-time unit members (less than six (6) hours per day/nine (9) months per year) shall be paid professional growth increments on a pro-rata basis using six hours as the base.
- 18.8** Professional growth increments may not be awarded more frequently than every two years to any individual unit member.
- 18.9** The professional growth increment shall be implemented on the first day of the month following approval of the unit member's application, payable in equal

installments over a period of one year. For example, a ten-month unit member shall be paid at the rate of \$25.00 per work month for each increment.

**18.10 Training**

- a. Each unit member new to a position shall be trained. This training shall consist of up to two (2) work days assigned to work alongside another unit member in that position. Additional days of training may be requested by the unit member or management, whenever possible.
- b. The District reserves the right to determine training, subject matter and time.
- c. The District shall pay for or reimburse any permanent unit member for the cost of renewing any required certification for their job.
- d. A thirty day notice will be given for mandatory training when possible.



## **ARTICLE 19 – LAYOFF AND REEMPLOYMENT**

### **19.1 Reason for Layoff**

Layoff shall occur for lack of work or lack of funds as determined by the District.

### **19.2 Notice of Layoff**

a. “Layoff for lack of funds or lack of work” means a layoff, reduction in hours, or demotion in lieu of layoff.

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

c. Upon the decision of the District to reduce the number of positions or the hours of position in the classified service of the District, written notice of layoff shall be sent by registered/certified mail or delivered in person to the affected unit member(s) by the District.

d. The District shall send written notice of layoff to the affected unit member(s) not less than sixty (60) days prior to the effective date of layoff, informing the unit member of their displacement rights, if any, and reemployment rights.

Any notice of layoff shall specify the reason for the layoff.

e. When as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before May 29<sup>th</sup> informing them of their layoff effective at the end of the school year and of their displacement rights, if any and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the District shall attempt to give a sixty (60) day notice but no less than 60 days prior to the effective date of their layoff.

f. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required herein.

### **19.3 Order of Layoff & Bumping**

a. The order of layoff of unit member(s) shall be determined by length of service. The unit member who has been employed the shortest time in the affected classification including time employed in a higher classification, if applicable, shall be laid off first. Unit members who are subject to layoff shall have the right to exercise bumping rights into a classification previously held for at least three (3)

consecutive months by the unit member, providing that the classification into which he/she is bumping is equal to or lower than the classification currently held.

b. Unit members desiring to exercise their option to “bump” shall submit their request in writing, via certified mail, to the Personnel Office within a ten (10) calendar day period from the date the notice of layoff was personally served or mailed or the date of the postmark on the envelope if the letter is returned marked “undeliverable” by the Post Office.

c. For purposes of this Article, length of service shall mean date of hire(s) as determined by the governing board. Date of hire(s) shall mean the first date (effective date of employment as determined by the Board of Trustees) of paid service as a unit member in one or more classification(s) in which the unit member actually worked for a period of at least three (3) consecutive months immediately following the first date of paid service in the classification. The hire date shall not be interpreted to mean any service performed prior to entering into probationary status in the classified service of the district.

d. In the case of two or more unit members having the same length of service, the order of layoff of such unit members shall be determined first by length of service in the same job classification, next by original hire date, and finally by lot.

#### **19.4 Reemployment Procedure**

- a. A unit member who is laid off shall be placed on a thirty nine (39) month reemployment list. The unit member shall be required to maintain his/her current address with the District Office. Unit members who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on a 63 month reemployment list.
- b. If, during a unit member's eligibility period for reemployment, a classification becomes vacant, in which he/she has previously served as provided in Section 19.3, the District shall send written notice by registered/certified mail to the last known address of the affected unit member(s) offering reemployment in order of service.
- c. The unit member(s) shall notify the District in writing of his/her intent to accept reemployment within 10 calendar days following the date notice was mailed. Failure to do so shall be deemed a rejection of the offer of reemployment. After two rejections, the unit member shall be deemed to have waived his/her reemployment rights and shall be removed from the reemployment list. A declination of a position of lesser hours or lower salary range shall not be deemed a rejection.

## **19.5 Seniority and Other Lists**

At least forty (40) calendar days prior to the effective date of any layoff, the District shall provide CSEA with an updated seniority roster upon written request. In addition, the District shall provide CSEA with a list of position numbers and job titles that are to be abolished.

## ARTICLE 20 – TRANSPORTATION

### **20.1 Regular Route Assignments**

a. The Monday prior to the week before school starts, the Director of Administrative Operations or designee will post hourly assignments available for the coming school year. In the event five (5) or more routes increase by one (1) hour or more, a second bid shall occur the 3<sup>rd</sup> Monday in October, and will be in effect the Wednesday following the final bid. The posting for bidding shall include:

1. Number of hours per assignment and number of days.
2. Basic run structure, i.e., Middle School, Elementary, Kindergarten and Special Needs, After School Program if part of a route.
3. Individual bids shall be based on seniority.
4. AM; Midday; PM
5. Geographical Area
6. Calendar Variations, if any; during the week/year

b. The District may deviate from regular route assignments and/or route times on a temporary basis during the school year in order to reasonably accommodate the District activities.

c. Unit members shall give at least two (2) hours absence notification prior to their assigned reporting time and shall notify the District by 3:00 p.m. of the

preceding day of their intent to return to work. Unit members failing to adhere to this procedure shall be placed on leave without pay equivalent to the time missed.

d. In the event a unit member is unavoidably absent during the bidding process, he/she may authorize, in writing, a CSEA officer, job steward or the Director of Transportation to submit a bid on his/her behalf.

## **20.2 Field Trips and Extra Work**

a. Unexpected changes in field trips that occur in the two and one-half (2 ½) days preceding such field trip will not affect the rotation of the lists.

b. A driver completing a field trip who cannot be off for eight (8) hours before his/her first a.m. run, as required by 82.7 of the California Highway Rules and Regulations, will not be docked time due to the field trip until all time lost has been filled with extra assignments, vacation or personal necessity time. The unit member may return to work as soon as the eight-hour rule has been met.

c. Field trips shall be distributed among regular non-probationary drivers on a strict rotational basis, working from 5 rotation lists. The following are the lists to be used for assigning trips.

1. Local weekday trips – Monday through Friday.
2. Out of town weekday trips.

3. Weekend and holiday trips (trips scheduled on Saturday, Sunday, or holiday).
4. Mountain trips (Those trips requiring documented specialized training in mountainous terrain).
5. Short notice trips (field trips becoming available within two and one-half (2 ½) days or less prior to scheduled trip departure).

Local trips are described as follows: destinations within the established boundaries of the Adelanto School District, Apple Valley Unified School District, Helendale School District, Hesperia Unified School District, Lucerne Valley Unified School District, Oro Grande School District, Snowline Joint Unified School district (with the exception of destinations in the mountainous regions). Victor Elementary School District and the Victor Valley Union High School District.

d. The District shall retain the right to make changes to the rotation for the reasons of safety. If a change is made for this reason, the affected driver will be assigned the next available trip. This shall not apply to the Short Notice rotation list. A driver declining or unable to take a field trip shall await their next turn in the rotational order and the trip offered to the next available driver from the appropriate list.



1. Whenever feasible, field trips shall be posted by noon on Wednesday and drivers shall be required to accept or decline the trip(s), as distributed, by noon on Friday. The trips posted shall be those scheduled for the following Monday through Sunday. Failure of any driver to indicate acceptance of distributed field trip(s) by noon Friday shall be deemed as a “No” or “Pass” of such trip(s) by the driver. Employees understand that in the event of unusual circumstances, field trips shall be posted as promptly as possible prior to the scheduled departure.

2. Drivers required to remain for the duration of the event shall be paid for all standby hours at the appropriate rate of pay.

3. Probationary drivers will not be offered any field trips until the probationary period is completed, except for those trips that all non-probationary drivers have had the opportunity to accept but declined.

4. A driver reporting for a weekend, or holiday trip, or a trip falling between sessions which is canceled without notice, shall receive at least two (2) hours of pay.

5. Extra time will be distributed using the daily extra assignment list. Extra time will be assigned in rotational order based upon seniority order of those drivers that have indicated their wish to receive extra time on the daily extra time list. The daily extra time list shall be posted by 5:00 P.M. of the

previous workday. In the event there are no regular drivers available, substitute drivers will be offered the extra time.

### **20.3 In-Service Training**

a. Up to twelve (12) hours of in-service training shall be provided by the District in order for drivers to retain their certificate. Training will be done once a month and will be for no less than one (1) hour. Unit members are required to attend and shall receive pay, at the appropriate rate of pay, for time spent in training. Unit members and substitute drivers who fail to attend the District in-service training program must secure the required hours on their own time and at their own cost.

b. The District shall pay for or reimburse any permanent unit member for the cost of renewing his/her driver's certificate and health examination required by the State of California.

c. All bus drivers shall possess a current California School Bus Certificate.

District shall reimburse unit members for expenses incurred in securing school bus driver's certificate and license.

### **20.4 Bus Safety**

Medical information and updates, when available, shall be provided to the driver transporting students with potentially serious medical problems.

**20.5 Working Conditions**

The District will provide a break room for the unit members of the Transportation Department.

**20.6 Other Conditions**

No other District unit member will be used as a bus driver when regular bus drivers and/or substitutes bus drivers are available. All drivers shall update and initial route sheets once a week or as changes occur.

**20.7 Splits**

No unit member shall be required to take a split of less than one-half hour (.5). If a route has a split, that split time will be used for fueling, sweeping and cleaning inside windows. These things should not be extra time.

**20.8 Vacation Periods**

All assignments scheduled during vacation periods between the closing and opening of school shall be offered using the same rotation/seniority lists used for the school year. The District shall establish and post a list of available drivers five days prior to the end of a school session. The District retains the right to utilize appropriately qualified/licensed unit member immediately available in an emergency.

## **ARTICLE 21 – MAINTENANCE OF CONTRACT**

- 21.1** Within thirty (30) days of ratification of the Agreement by the ASSOCIATION and approval of the School board, the DISTRICT shall have copies prepared for each unit member and delivered to the Association. The cost shall be shared equally between the ASSOCIATION and the DISTRICT.
- 21.2** The DISTRICT shall provide a copy of the Agreement to each new unit member at the time of hiring with the cost being shared equally between the ASSOCIATION and the DISTRICT.
- 21.3** Nothing in this Agreement shall prevent the DISTRICT and the ASSOCIATION from renegotiating any part of this Agreement, during the duration of this Agreement, should such renegotiating be mutually agreeable to both parties.
- 21.4** Items within scope, which are not contained within this Agreement, may be negotiated upon mutual consent of the ASSOCIATION and the DISTRICT.
- 21.5** The ASSOCIATION shall have reasonable release time for the purpose of bargaining.

## **ARTICLE 22 – ORGANIZATIONAL SECURITY**

**22.1** California School Employees Associations (CSEA) shall have the sole exclusive right to have membership dues and service fees deducted from the salary of unit members in bargaining unit who have submitted a membership application form to CSEA. The District shall make appropriate remittance to the designated payee within (15) days of the deduction of such membership dues and service fees. The amount of membership dues or service fees deducted shall be in accordance with CSEA membership dues and service fees schedule.

### **22.2 Agency Shop**

All unit members of the District, who are employed in positions within CSEA's bargaining unit, shall as a condition of continued employment, become a member of CSEA, or pay a service fee equivalent to CSEA membership dues. In addition, all new unit members who are employed by the district in bargaining unit positions shall, as a condition of their employment, become a member of CSEA or pay a service fee, equivalent to membership dues. The aforementioned membership dues or service fees shall be deducted from said unit member's salary in accordance with CSEA dues and service fees schedule. All such deductions shall be remitted to the CSEA state associations. The district shall pay the designated payee within fifteen (15) days of the deduction, all sums deducted. These deductions, whether dues or service fees, will continue until the termination of this agreement. Payment of

membership dues and service fees under this section shall be in accordance with Education Code, Section 45168(b). The service fee is a contribution toward negotiations and administration of this contract at the state and local levels. A service fee payer shall have a voice but no vote in CSEA business. Nothing contained herein shall prohibit a unit member from paying service fees directly to CSEA.

### **22.3 Religious Objection**

Any unit member who is a member of a religious organization whose formal tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Associations, except that such unit member shall pay, in lieu of membership dues, sums equal to such fees to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501c3 of Title 26 of the Internal Revenue Service (IRS) Code or any other charitable, non-profit organization mutually agreeable to the unit member and the Association. Such payment shall be made pursuant to Section “A” above.

A written statement of objection, along with verifiable evidence of membership in a religious body, pursuant to Section “C”, paragraph 1 above, shall be made on an annual basis to the Association. Classified unit members who are selected to donate contributions may select from the following charitable organizations:

Ronald McDonald House, United Way and Red Cross. Any other charitable organizations must be approved by CSEA.

The Association agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against the District or Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all costs, expense, fees, judgments and settlements providing an effective defense on behalf of the District at the direction and expense of the Associations against any and all lawsuits or other legal proceedings arising out of, and in connection with, this Article.