

AGREEMENT

Between The

AZUSA UNIFIED SCHOOL DISTRICT

And The

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AZUSA CHAPTER 299

Effective

July 1, 2020 through June 30, 2023

1 AGREEMENT

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1 AGREEMENT

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4 THIS AGREEMENT, made and entered into this 1st day of July 2020 by and
5 between the Azusa Unified School District, whose address is 546 South Citrus Ave.,
6 Azusa, California 91702-0500, hereinafter referred to as the "District," and the
7 California School Employees Association and its Chapter 299, whose address is
8 P.O. Box 500, Azusa, California 91702-0500, hereinafter referred to as the
9 "Association."

10
11 WITNESSETH:
12 ARTICLE I
13 RECOGNITION
14
15

16 The Board of Education of the Azusa Unified School District under provisions
17 of Chapter 10.7 of the Government Code agrees to recognize the California School
18 Employees Association and its Chapter 299 as the exclusive representative for the
19 appropriately described unit listed below:
20

21 Included: All of the following designations and groupings of positions and
22 classifications:
23

24 Administrative Services

- | | | |
|----|------------------------------------|----------------------------|
| 25 | | |
| 26 | Assistant Textbook Warehousekeeper | Pupil Personnel Technician |
| 27 | General Office Clerk | Secretary II |
| 28 | Curriculum Clerk I | Translator |
| 29 | PABX Operator-Receptionist | Data Technician |
| 30 | Textbook Warehousekeeper | Technician/Programmer |
| 31 | Curriculum Clerk II | Data & Software Specialist |
| 32 | Records Technician | Network Technician |
| 33 | Secretary I | Network Analyst |
| 34 | Personnel Assistant | Software Technician |
| 35 | | |
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | | |

1 Business Services

2		
3	Data Entry Clerk	Account Clerk III
4	Account Clerk I	Buyer
5	Messenger	Printer II
6	Purchasing Clerk	Lead Account Clerk
7	Account Clerk II	Warehousekeeper
8	Assistant Warehousekeeper	Printer III
9	Messenger/Asst. Warehousekeeper	Payroll Clerk
10	Purchasing Specialist	Fiscal Analyst

11

12 Nutrition Services

13		
14	Food Service Worker I	Lead Food Service Worker II
15	Lead Food Service Worker I	Food Service Worker III
16	Food Service Worker II	Food Service Truck Driver

17

18 Maintenance-Operations-Transportation

19		
20	Athletic & PE Aide (H.S.)	Maintenance II
21	Custodian	Technology Worker II
22	Bus Driver	Groundskeeper III
23	Groundskeeper I	Maintenance III
24	Maintenance I	Groundskeeper III-Crew Leader
25	Technology Worker I	Lead Mechanic
26	Groundskeeper II	Technology Worker III
27	Lead Custodian	Mechanic II
28	Operations & Events Tech I	Mechanic III
29	Operations & Events Tech II	Bus Driver/Dispatcher

30

31 School Clerical and Services

32		
33	Noon Supervisor*	
34	Instructional Aide	Health Aide II
35	Library Aide – Elementary School	Computer Lab Aide II-Adult Education
36	Instructional Aide-Special Education	Instructional Aide-Computer Lab II
37	Instructional Aide-Bilingual	Intermediate School Student Body Clerk
38	Instructional/Community Aide-Bilingual	Paraeducator III
39	Student Support Assistant	Braille Transcriber
40	Community Liaison Aide	Campus Aide (High School)
41	Community Aide – Bilingual	Preschool Aide
42	Paraeducator I	Library Clerk-Intermediate School
43	Paraeducator II	High School ASB Clerk

44 * in accordance with Education Code 45103 (b) (4)

1	Instructional Aide-Computer Lab I	School Secretary
2	Health Aide	High School Library Technician
3	School Clerk	High School Principal's Secretary
4	Health Aide-Special Service	Career Center Technician
5	Instructional Aide – Students with	Job Coach/Instructional Aide - Adult
6	Disabilities	Transition Program
7	Student Support Assistant – Students	
8	With Disabilities	
9		

10 Excluded: All other Certificated, Management and other positions not listed above.

11

12 The Association and the District agree that this represents the appropriate unit
 13 and that it will not seek by any means to amend or change in any way the unit
 14 described herein.

15

16 The District agrees that if subsequent to this Agreement it creates any new
 17 classifications, it shall notify the Association of its action, describe the classification
 18 created including job title, job description and salary range, and the designation of the
 19 classification if included or excluded from the bargaining unit. The Association may
 20 within fifteen (15) work days of such notification contest any assignment by the District
 21 to include or exclude such classifications and positions into or from the bargaining
 22 unit, and in such case the District agrees to meet with the Association in
 23 an attempt to reach mutual agreement. If mutual agreement cannot be reached
 24 regarding the designation that the new classification be included or excluded from the
 25 bargaining unit, the Association may file through the Public Employment Relations
 26 Board (PERB) for a change in unit certification according to the rules of the PERB.
 27 The final decision of the PERB shall be binding on all the parties.

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29 Disputes concerning the interpretation and application of this article are not
 30 subject to the grievance provision of Article XII.

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1 site.) It shall provide to the Superintendent, Associate Superintendent, Assistant
2 Superintendent, Administrator Human Resources, and site administrators/
3 supervisors a complete copy of the material the same day it is posted.

4
5 C. Use of Site Mail Boxes and Internet

6
7 The Association shall have reasonable use of the internal school mail
8 system to distribute organizational material which conforms to the content restrictions
9 of Section D hereof. It shall provide to the Superintendent, Associate Superintendent,
10 Assistant Superintendent, Administrator Human Resources, and site
11 administrators/supervisors a complete copy of the material the same day it is
12 deposited in school mail boxes.

13
14 **The Association shall have reasonable use of the District email system for the**
15 **purpose to send announcements regarding Chapter functions. Provided that**
16 **the comments are not defamatory or demeaning to District personnel.**

17
18 D. Content Restrictions

19
20 Any literature to be distributed or posted must not be slanderous,
21 obscene, or hold any individual to ridicule. It must be dated and must identify the
22 person and organization responsible for its content and distribution.

23
24 E. Released Time

25
26 The Association President, or designee by mutual agreement, shall
27 receive thirty seven (37) days of released time to be used one full day per week, during
28 the same day each week as determined by the Association President. The
29 Association President, as a condition of receiving the released time, must notify the
30 District, in writing, each year of the day to be used and the thirty seven (37) weeks in
31 which the Association President will be taking released time. A full day is defined as
32 a regular work day of the President.

33
34 Released time shall be granted for delegates to attend the CSEA Annual
35 Conference. The District shall grant fully paid days of release time, not to exceed

1 fifteen (15) paid days, for the purpose of attending the CSEA Annual Conference.
2 Paid release time can only be used by employees who are on duty at the time of the
3 conference up to a maximum of five (5) days per employee.
4

5 Reasonable released time shall be granted to job stewards for
6 grievances and bargaining unit member representation. The Superintendent or
7 designee shall provide reasonable released time for the unit's negotiating team or
8 committee members necessary to implement provisions of this Agreement. The time
9 will be utilized for negotiations and necessary caucus involved in negotiations or for
10 other mutually agreed upon investigations and research.

11
12 F. **Seniority List of Unit Members**

13
14 Upon completion of update and input of seniority information into the
15 HRS, the District shall make a good faith effort to provide a seniority list of unit
16 members to the Association by November 1 of each year.
17

18
19 G. **Release Time to Unit Members**

20
21 The District agrees to provide release time to unit members one time
22 each year, not to exceed **two** hours, to attend a scheduled District-wide Association
23 **event scheduled only during non-instructional time. This release time does not**
24 **accumulate and can only be used if the member attends the event. Release time**
25 **shall only be provided to unit members that are scheduled to work during the**
26 **Association's event.** Release time shall be available only to unit members that agree
27 to **complete their duties so as to not fall behind.** The scheduling of the Association
28 **event** shall be determined by mutual agreement by the Association and District.
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1 administrators of the District for the purpose of defending said persons or District, or
2 any other form of liability of expense, including but not limited to, all court or
3 administrative agency costs that may arise out of or by reason of action taken by the
4 District for the purpose of complying with this Article. As a condition precedent to the
5 enforcement of this Article of this Agreement, the Association, in addition to itself
6 agreeing to indemnify the expenses as provided herein shall cause its parent
7 organization, the California School Employees Association, to agree in writing to
8 indemnify, guarantee and hold financially harmless the District, its Board of Education,
9 each individual Board of Education member and all administrators from liabilities and
10 expense in terms exactly consistent with the Association's duties and obligations as
11 contained herein.

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C. Application

A unit member may apply for the vacancy by written notification, including a current application [less than one (1) year old] to Human Resources within the filing period. A unit member on leave or vacation may authorize his/her job representative to apply on the unit member's behalf.

D. Selection

Applicants for a four (4) hour or more position shall be selected by the following process:

1. Screening

The Human Resources Department shall screen all applicants for the interview list.

2. Interview

The interview committee shall consist of the following:

- a. Human Resources Department's administrative representative
- b. Management/Supervisor
- c. CSEA Appointee
- d. Classified employee with **no conflict of interest.**

For purposes of this section only, District Office Department is defined as one of the following:

- a. Accounting
- b. Purchasing
- c. Nutrition Services
- d. Maintenance
- e. Operations
- f. Transportation
- g. Pupil Personnel

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- h. Bilingual Services
- i. Student Achievement
- j. Certificated Personnel
- k. Classified Personnel
- l. New Teacher Support
- m. Management Information Services

The interview committee shall score by a blind scoring method, and shall score each applicant according to the categories on the District interview rating sheet which shall include, but not be limited to, the categories of years of service and testing (where applicable); each category to be given equal consideration.

<u>Points</u>	<u>Years of Service</u>
1	3-7
2	8-15
3	16-20
4	21-25
5	26+

The interview committee shall deliver the names of **up to the top** three (3) scoring **qualified** applicants to the management/supervisor for final selection **(herein shall be referred to as the list)**.

E. Restrictions

A substitute employee shall not be employed more than sixty (60) calendar days in a vacant classified position. This period may be extended by mutual written agreement of the District and the Association.

Full-time and/or part-time students shall be limited to assisting classified employees.

Volunteer aides shall not be utilized in a vacant classified position nor in lieu of an abolished classified position as per California Education Code Sections 35021 and 45349.

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4. Combining Vacancies

In the event that multiple vacancies exist in the same classification that have the same number of hours and workdays the parties agree to the following:

1. Managers/supervisors from each site or location where a vacancy exists will be included on the interview committee
2. Said managers/supervisors will select a candidate from the top three scoring applicants from the interview, with the following caveat
 - a. Each time an applicant is selected from the top three, the next ranked candidate from the interview shall move up in succession to become one of the top three to be considered. This will ensure each manager/supervisor has three candidates from which to select.
 - b. This movement from the interview list will continue until all vacancies have been filled
3. The District will determine the order of selection for the managers/supervisors

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ARTICLE V
HOURS AND OVERTIME

A. Workweek

The workweek for full-time District employment shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week, exclusive of a duty-free lunch period, but inclusive of any rest periods prescribed by the District. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, or in the event of an emergency. The District retains the right to extend the regular workweek for employees in the bargaining unit on an overtime basis when deemed necessary to carry out the business of the District or in the event of an emergency as determined by the District.

Prior to any change in the workweek or work year, the District shall notify the unit member and the Association so that they shall meet to discuss the proposed change. If the workweek or work year is changed for unit members presently employed, the District and the unit member shall make an effort to mutually agree to the change. If agreement is not reached, the District shall provide twenty-two (22) working days prior notice of the change. New unit members shall be assigned a workweek that meets the needs of the District.

B. Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provision set forth in this Agreement. Each unit member shall be assigned a regular and ascertainable minimum number of hours. The hours may be changed by mutual agreement of the District and the unit member. If agreement is not reached, the District shall provide twenty-two (22) working days prior notice of the change.

1 C. Reduction in Assigned Time

2 Any reduction in assigned time shall be accomplished in accordance
3 with Education Code, Section 45117.

4
5 The above referenced Education Code does not constitute a waiver of
6 the District's or the Association's rights provided under the Educational Employment
7 Relations Act.

8
9 D. Adjustment of Assigned Time

10
11 Any unit member who works an average of thirty (30) minutes or more
12 per day in excess of his or her regular part-time assignment for a period of twenty (20)
13 consecutive working days or more shall have his/her regular assignment adjusted
14 upward to reflect the longer hours, effective with the next pay period. Any return to
15 the original assigned hours would constitute a reduction in assigned time.

16
17 E. Lunch Periods

18
19 All unit members covered by this Agreement who work more than four
20 (4) hours shall be entitled to an uninterrupted lunch period. The length of time for such
21 lunch period shall be for a period of no longer than one (1) hour nor less than one-half
22 (1/2) hour, and may be scheduled for full-time employees at or about the mid-point of
23 each work shift.

24
25 Unit members working less than eight (8) hours may have an
26 established uninterrupted lunch period as near the center of his/her workday to be
27 established by the District operational requirements of the job site.

28
29 A unit member required to work during his/her lunch period shall receive
30 pay at the rate of time-and-one-half for all time worked during the normal lunch period.

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1 F. Rest Periods

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All unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per each four (4) hours worked. An employee working less than four (4) hours per day shall not receive a rest period.

G. Overtime

Overtime must be authorized by the District prior to being performed by any unit member. Immediate supervisors shall assign overtime to unit members for the tasks to be performed and within the proper classification on a rotating basis. The supervisor shall make a good faith effort to rotate the overtime among unit members within each department and/or each job site as equitably as possible.

Overtime compensation shall be provided unit members who are directed by their immediate supervisor to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one calendar or workweek.

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time-and-one-half the regular rate of pay of the unit member. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work. Regular part-time unit members shall complete eight (8) hours per day before being eligible for overtime compensation on the 1st through 5th day; however, if they have worked twenty (20) hours of the workweek, they shall be compensated for overtime at the rate of time-and-one-half for the 6th and 7th day.

1. All hours worked on holidays designated by this Agreement shall be compensated at regular time plus time-and-one-half the regular rate of pay.

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All bargaining unit members whose duties require their attendance on a minimum day, as defined above, shall accumulate straight compensatory time. That accrued compensatory time may be taken on non-student days.

All bargaining unit members shall have a minimum of one (1) day notice of requirement to work on a day of minimum day release, as defined above.

All staff and community shall be notified yearly, in writing, of early closure of school sites for minimum day release, as defined above.

All bargaining unit members on vacation or sick leave on a minimum day release, as defined above, shall be charged their normal hours of assignment.

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ARTICLE VI
PERSONNEL FILES

The official personnel files for unit members of this District shall be kept and maintained in Human Resources.

A. Review of Files

Unit members are entitled to review materials in their personnel file which may affect the status of their employment. They cannot, however, review confidential material which was (a) obtained prior to their employment; (b) prepared by identifiable examination of committee members; or (c) obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

B. Information of a Derogatory Nature

Information of a derogatory nature, except material mentioned in Section A of this Article, shall not be entered or filed unless and until the unit member is given notice (ten [10] working days before it is placed in the unit member's personnel file) and an opportunity to review and comment. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

C. Access

The Association, with written consent from a unit member, may have access to a unit member's personnel file.

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ARTICLE VII
PROGRESSIVE DISCIPLINE

A. Definition

Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest and constructive communication. Discipline under this article will follow Board Policy as provided in Education Code 45113. Progressive discipline steps shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to Human Resources for review. If a review is requested, Human Resources shall review and respond within ten (10) working days of receipt. Human Resources shall have the final decision on this matter. For purposes of this Article, working day shall be defined as a regularly scheduled day for which the employee is present in entirety.

B. Discipline Steps

1. Verbal Warning

Verbal warning shall be given within fifteen (15) working days from when the supervisor first learns of the alleged infraction. The supervisor shall complete the District's "Classified Employee Progressive Discipline Notice" form and deliver a completed form to the unit member at the time of the verbal warning. The "Classified Employee Progressive Discipline Notice" form shall not be placed in the unit member's personnel file but shall be maintained by the unit member's supervisor for progressive disciplinary reference only. Failure to sign a Verbal Warning for purposes of receipt shall constitute insubordination and shall increase the disciplinary action from a Verbal Warning to a Written Warning.

2. Written Warning

Subject to Article 7, Section B.1 above, a written warning shall not be used unless the unit member has been verbally warned about similar infractions within the previous twenty-four (24) months. Written warnings shall be

1 given within fifteen (15) working days from when the supervisor first learns of the
2 alleged infraction. The unit member shall be provided a copy of the written warning.
3 Written warnings shall be written on the District's "Classified Employee Progressive
4 Discipline Notice" form and shall not be placed in the unit member's personnel file.
5 The written notices shall be maintained by the unit member's supervisor for
6 progressive discipline reference only. Failure to sign a Written Warning for purposes
7 of receipt shall constitute insubordination and shall increase the disciplinary action
8 from a Written Warning to a Letter of Reprimand.

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10 3. Letter of Reprimand

11
12 Subject to Article 7, Section B.1 above, a Letter of Reprimand
13 shall not be used unless the unit member has received a written warning about similar
14 infractions within the previous twenty-four (24) months. Letters of reprimand shall be
15 given with fifteen (15) working days from when the supervisor first learns of the alleged
16 infraction. Human Resources shall review all Letters of Reprimand prior to delivery to
17 the unit member. Letters of Reprimand shall include the specific cause for the action
18 and the policies, rules or regulations alleged to have been violated. Letters of
19 Reprimand shall include a direction for future conduct and consequences for
20 continued infractions. The unit member shall sign the reprimand to acknowledge
21 receipt only. Failure to sign a Letter of Reprimand for purposes of receipt shall
22 constitute insubordination and shall increase the disciplinary action from a Letter of
23 Reprimand to a three (3) day suspension without pay. Letters of Reprimand shall not
24 be placed in the unit member's personnel file unless and until the unit member is given
25 the opportunity to review the Letter of Reprimand and respond. The unit members
26 may prepare a written response within ten (10) working days of the date of receipt of
27 the Letter of Reprimand. Such response shall be attached to the Letter of Reprimand
28 before the Letter of Reprimand is placed in the unit member's personnel file.

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30 4. Post Letter of Reprimand Discipline

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32 Actions for cause beyond a Letter of Reprimand including, but not
33 limited to, suspension and termination will be conducted in accordance with California
34 Law and Board Policy.

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ARTICLE VIII
EVALUATION PROCEDURE

A. General

It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of work in this District. Performance evaluations shall not contain disciplinary action.

The District retains the responsibility for the evaluation and assessment of performance of each unit members, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator. Any grievance shall be limited to a claim that the following procedures have been violated.

B. Evaluation Frequency

New unit members and promoted unit members shall serve a probationary period of six months of employment. New unit members who fail to complete their probationary period may be terminated by the District. Promoted unit members who fail their probationary period shall return to their previous job classification. If a unit member fails to complete the probationary period for a transfer, they shall return to their previous or comparable assignment.

Unit members serving a probationary period during their first **six (6)** months of employment shall be evaluated, **at least, two** times during the probationary period. The first (1st) evaluation shall be due in or near the third (3rd) months of the probationary period, and the final evaluation shall be due in or near the **fifth (5th)** month.

Permanent unit members shall be evaluated once every other year unless the unit member received an overall unsatisfactory evaluation. If a permanent unit member receives an overall unsatisfactory evaluation, the unit member shall be

1 evaluated no later than May 28 of the year in which the unit member received the
2 overall unsatisfactory rating. If the unit member subsequently receives another overall
3 unsatisfactory evaluation on the subsequent evaluation on or before May 28, the unit
4 member shall be formally evaluated no later than November 28 of the year in which
5 the unit member received the initial overall unsatisfactory evaluation.

6
7
8 C. Evaluation Procedure
9

10 During the evaluation period, each unit member shall annually receive
11 at least one (1) observation and/or observation of employee work product by the unit
12 member's immediate supervisor for which the unit member receives written feedback.
13

14 Evaluations shall be completed on an appropriate evaluation form
15 agreed to by the District and the Association and signed by both the unit member and
16 the unit member's immediate supervisor. Signature by the unit member shall indicate
17 receipt only, and not agreement with the content of the evaluation. The evaluation
18 shall consider the unit member's performance over the entire evaluation period and
19 shall not contain any material that the unit member has not been made aware of by
20 prior notification and/or through discussion with immediate supervisor.
21

22 The unit member's immediate supervisor shall schedule a conference
23 with the unit member to discuss and review the evaluation. This conference shall take
24 place in a private setting and be kept confidential. All evaluation conferences shall be
25 completed by February 28 of each school year.
26

27 Upon completion of the evaluation conference, the unit member shall
28 receive a copy of the evaluation and the evaluation shall be delivered to the Human
29 Resources Department for placement in the unit member's personnel file. Unit
30 members shall have the right to attach a written response to the evaluation, and the
31 written response shall be placed in the unit member's personnel files with the
32 evaluation.
33

34 Unit members may seek a written appeal of one or more content areas
35 of the unit member's evaluation with the Human Resources Department. The Human
36

1 Resources Department, upon receipt of the written request for appeal,
2 shall schedule
3 a meeting, within ten (10) working days, between the unit member and the unit
4 member's
5 immediate supervisor. During this meeting, the Human Resources
6 Department shall listen to both parties and determine if there is reasonable justification
7 to warrant the disputed content areas within the evaluation.
8

9 Unit members that receive an unsatisfactory rating in one or more
10 categories on an approved evaluation form, shall be given a written improvement plan
11 that states, at a minimum, the area(s) where specific improvements are needed,
12 suggestions for improvement, resources to be utilized to assist the unit member's
13 improvement and the means by which the improvement will be measured.
14

15 The immediate supervisor of a unit member is the Management
16 Supervisor that has had the unit member under their supervision for a least sixty (60)
17 days.
18

19 D. Hourly Employees
20

21 For purposes of this Section only, hourly employees shall be defined as
22 permanent hourly employees that work less than four (4) hours per day or less than
23 twenty (20) hours per week. Hourly employees shall be deemed to have met or
24 exceeded District standards if they do not receive a written evaluation as provided above.
25 Therefore, if an hourly employee does not receive an evaluation and have an evaluation
26 conference by February 28 of the school year, the hourly employee is considered to have
27 received an evaluation that indicates that the employee has met or exceeded District's
28 standard, even though the hourly employee will have not received a written evaluation.
29 All probationary employees shall be exempt from this section and shall be evaluated as
30 provided in this article.
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1 The Board will deduct a salary amount equal to 1/22 of his/her monthly salary for each
2 day of unauthorized absence, and such member shall be subject to disciplinary action.

3
4 1. Abandonment

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6 Any absence from work without an authorized leave for three (3)
7 consecutive days, or failure to return to work as scheduled for three (3) consecutive
8 days after the expiration of an authorized leave of absence, shall be deemed as
9 abandonment. Unless an emergency accounts for the unit member's inability to notify
10 the District, such abandonment shall result in discipline in the form of termination. The
11 above provisions do not constitute a waiver of the employee's right to due process.

12
13 B. Leave Policies

14
15 1. Bereavement Leave

16
17 A unit member is entitled to a leave of absence, not to exceed
18 three (3) days, or five (5) days if required one-way travel exceeds 325 miles or out-of-
19 state, by reason of the death of any member of his/her immediate family, and no
20 deduction shall be made from the salary or sick leave of the unit member because of
21 such temporary leave of absence. Bereavement Leave available under this section
22 must be used within one (1) year of the death of any member of the immediate family.
23 Bereavement Leave used within three (3) months of the death of any member of the
24 immediate family shall be at the unit member's discretion. Bereavement Leave used
25 more than three (3) months after the death of any member of the immediate family
26 shall be used for cultural or religious ceremonial events or activities related to the
27 death of the immediate family member and shall be taken at a time mutually agreeable
28 between the supervisor and the unit member.

29
30 The phrase "member of his/her immediate family" means the mother,
31 father, grandmother, grandfather, or grandchild of the unit member or of the
32 spouse/registered domestic partner of the unit member, and the unit member's
33 spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law,
34 brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew or step-
35 relative, or any relative living in the immediate household of the unit member.

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b. Sick Leave Incentive

Unit members who have a minimum of five (5) years of service with the District and fifty (50) days of sick leave on the books as of June 30 of each year shall receive one (1) holiday and unit members who have a minimum of ten (10) years of service within the District and eighty (80) days of sick leave on the books as of June 30 of each year shall receive two (2) holidays as mutually agreed to with their immediate supervisor. All school site unit members with agreement of their immediate supervisor may take the sick leave incentive holiday when school is in session.

The holiday will be allocated following the completion of the fiscal year. The employee must continue employment into the succeeding fiscal year in order to be eligible for the holiday allocation.

The holiday must be used during the fiscal year in which it is allocated and shall not be carried over to the succeeding fiscal year nor shall the unit member receive monetary compensation.

c. Maternity Disability

If the pregnant unit member is required by her physician to be absent from duties because of pregnancy, miscarriage, childbirth and related medical conditions, she may use accumulated days of sick leave during such maternity disability absence (illness). The unit member is expected to resume her duties as soon after the term of pregnancy as her physician certifies that she is capable of returning to work.

If, at the time her physician states that she is capable of returning to work, the unit member wishes to continue her paid status, she may elect to use her earned vacation. Or, at that time if she wishes to continue her leave, she may request a child care leave without pay.

Unit members are requested to provide the District with as much advance notice as possible regarding maternity absence.

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a. Sick Leave Abuse

Abuse of sick leave will be addressed in accordance with the Article VII, Progressive Discipline, in this Agreement.

3. Differential Pay (Illness or Accident)

A Unit member shall each fiscal year be credited with a total of one hundred (100) working days of paid extended illness and injury leave, including all days of full-paid sick leave to which he/she is entitled under Section B.2.a of this article. Such days of paid leave used after exhaustion of full-paid sick leave shall be compensated at fifty percent (50%) of the unit member's regular salary. This paid extended illness and injury leave shall include all days of full-paid sick leave (current year and accumulated) but shall exclude any other available paid leave, holidays, vacation, or compensating time to which the unit member may be entitled. The one hundred (100) days of extended illness leave under this section shall not accumulate. Leave used under this section shall run concurrently with the unit member's available leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

4. Medically Determined Extended Leave

a. Unit members who suffer a catastrophic illness or injury that has incapacitated the unit member for one hundred (100) or more working days after the exhaustion of all paid leaves shall be entitled to up to twenty (20) working days of 50% pay provided the unit member provides the District with a medical doctor's verification of the illness or injury that has incapacitated the unit member for one hundred (100) or more working days.

b. All unit members who receive leave under this section, shall have this leave run concurrently with the unit member's available leave under the Family Medical Care Leave Act and/or California Rights Act. (CFRA).

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10. Supplemental Catastrophic Leave

a. Definitions:

A District-wide Supplemental Catastrophic Leave Bank (“SCLB”) shall be created for unit members to donate sick leave for the use of eligible unit members who have suffered a catastrophic illness or injury. All use of SCLB days must receive prior approval from the Supplemental Catastrophic Leave Bank Committee (“SCLBC”).

1. Catastrophic Illness or Injury is defined as any illness or injury that is expected to incapacitate a unit member for a period of twenty (20) or more consecutive working days.

2. Eligible Unit Members is defined as any permanent unit member who has donated to the SCLB in the current fiscal year or the fiscal year previous to the year in which a request is being made and has met all the eligibility requirements as stated in Section B.10 of this article.

b. Supplemental Catastrophic Leave Bank Committee (“SCLBC”):

A District-wide SCLBC shall be established consisting of two (2) Bargaining Unit Members appointed by the Association’s Executive Board and two (2) Management representatives appointed by the Superintendent or his/her designee. The SCLBC shall have the following authority and guidelines:

1. Receive and review all SCLB requests submitted by unit members to Human Resources.

2. By unanimous vote, make final decisions regarding the granting of SCLB time. Failure to achieve a unanimous vote shall constitute a denial of the request for SCLB time.

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g. Termination of SCLB

1. The SCLB may be terminated and removed at any time by mutual agreement between the District and the Association.

2. Upon termination of the SCLB program, the SCLB will remain in place until the SCLB has distributed all remaining hours in the SCLB with the exception that no additional time will be allowed to be donated to the SCLB.

h. Hold Harmless:

As a condition to this Article, the Association and District agree that any unit member requesting time from the SCLB shall sign a District provided Hold Harmless Agreement holding the District and Association harmless from any and all actions, claims, and liabilities that may result from the application of this Article. The agreed upon form is attached as an appendix to the collective bargaining agreement.

i. Miscellaneous Provisions:

1. Any unit member who falsifies information to the SCLBC will have the most recent donation to the SCLB returned to the unit member and will forfeit eligibility in the SCLB for a period of two (2) years.

2. Upon completion of all paid leaves, including SCLB, use of Medically Determined Extended Leave, running concurrently with Family Medical Care Leave Act, if applicable, and previously approved unpaid leaves, a unit member shall be placed on the 39-month re-employment list as provided in the California Education Code.

3. Upon reaching a balance of 6,000 hours in the SCLB, the Association and the District shall meet to discuss the potential effects of the 6,000 hours in the SCLB and the need, if any, to place a maximum cap upon the number of hours in the SCLB.

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11. Vacations

Vacation time for classified personnel shall accrue as follows:

1st through 4th year	13 days
5th through 8th year	15 days
9th through 12th year	17 days
13th through 16th year	18 days
17th through 20th year	19 days
21st through 24th year	20 days
25th through 28th year	21 days
29th or more	22 days

Part-time employees earn vacation according to the above scheduled prorated in the same ratio as their work hours per day bear to eight (8) hours per day.

Less than twelve (12) month employees earn vacation according to the above schedule prorated in the same ratio as their months of employment bear to twelve (12) months per year.

Vacation time shall be taken in accordance with the needs of the District, and as nearly as possible, at the convenience of the unit member as well.

All school site unit members who work less than twelve (12) months **may elect to take vacation days during the school year, if the following conditions are met:**

- a. **The unit member has a sufficient number of days available to cover the mandatory vacation days of winter, spring and Thanksgiving recess periods and other days that school is not in session during the unit members work year;**
- b. **The unit member must submit his/her request to use vacation days to his/her immediate supervisor with at least two (2) working days advance written notice;**

1 **c. In the event the unit member exceeds the number of accrued vacation**
2 **days to cover the above referenced mandatory recess periods in any**
3 **given school year, the unit member shall designate the day as unpaid.**
4

5 School bus drivers shall take vacation during winter and spring
6 recess periods, and other days that school is not in session during the employee's
7 work year, unless the bus driver has been assigned a trip that meets or exceeds the
8 unit member's guaranteed workday. (Example: A bus driver with a guaranteed
9 workday of seven (7) hours that is assigned a four (4) hour trip would be required to
10 use three (3) hours of vacation time to complete the workday.)
11

12 School site unit members and school bus drivers who work less
13 than twelve (12) months shall be paid for unused vacation days.
14

15 Vacation time for twelve (12) month employees and less than
16 twelve (12) month non-school site employees cannot be accumulated and should be
17 taken before December 31 of the next succeeding school year. Any vacation time
18 extended beyond this date must have prior approval of the Superintendent or
19 designee.
20

21 The unit member's anniversary date shall be used in determining
22 eligibility for vacation benefits.
23

24 Unit members who either voluntarily or involuntarily discontinue
25 their employment with the district shall be entitled to the unused vacation time they
26 have earned, and shall be paid accordingly.
27

28 a. Interruption of Vacation Leave
29

30 An employee of the bargaining unit shall be permitted to
31 interrupt vacation leave in order to begin another type of paid leave provided by this
32 Agreement without returning to active service provided the employee receives prior
33 approval from the District and supplies reasonable notice and supporting information
34 requested by the District regarding the reasons for such interruption.
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b. Termination of Vacation Leave

Also, a unit member shall be permitted to terminate vacation leave, provided the employee receives prior approval from the District, and supplies reasonable notice and supporting information requested by the District regarding the reasons for such termination.

12. Unpaid Leave of Absence

A permanent unit member may request in writing a leave of absence without pay. The leave may be granted at the discretion of the District and shall not exceed one (1) year.

The leave may be granted at the discretion of:

- (1) The Superintendent or designee for twenty-two (22) working days or less.
- (2) The Board of Education for not to exceed one (1) year.

13. Family and Medical Leave

a. Unit members who have been employed for a least twelve (12) months prior to commencement of the family and medical leave and who have worked at least 1,250 hours in the twelve (12) months prior to commencing the leave, shall be afforded all benefits under the California Family Rights Act (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (19 U.S.C. Section 2601 et seq.). Under the dual provisions of the state and federal acts, eligible unit members are entitled to a maximum twelve (12) work weeks of leave in any fiscal year, July1 through June 30, inclusive except as provided below for leave to care for an injured service member or for a unit member's pregnancy. Where the leave is taken to care for a family member who is a service member injured in the line of active duty military service, as provided in federal law, an eligible unit member shall be entitled to twenty-six (26) work weeks of leave in a twelve (12) month period commencing on the first day leave is taken to care for the service member. Leave

1 taken under the state and federal acts shall run concurrently except for leave taken
2 for pregnancy, to care for a registered domestic partner under the state act or
3 reasons related to a covered family member's service in the Armed Forces, unless
4 it is also a qualifying reason for family leave under state law.

5
6 b. "Family and Medical Leave" means:

7
8 1. birth of a unit member's child , and care for the child,
9 during the first twelve (12) months after the birth of the child;

10
11 2. adoption or placement of a foster child, during the
12 first twelve (12) months after adoption or placement of the child;

13
14 3. care of a seriously ill spouse, registered domestic
15 partner (for California Family Rights Act leave only), parent, or child under the age or
16 18 or 18 or older and incapable of self-care because of a mental or physical disability;

17
18 4. a serious health condition of the unit member
19 making him-her unable to perform job duties;

20
21 5. any qualifying exigency arising out of the fact that a
22 unit member's parent, spouse, or child (which includes an adult child) is a covered
23 military member on active duty (or has been notified of an impending call or order to
24 active duty) in support of a contingency operation (federal leave only); or

25
26 6. a serious injury or illness incurred in the line of duty
27 on active duty in the Armed Forces in support of a contingency operation affecting a
28 unit member's spouse, child (which includes an adult child), parent or next of kin (as
29 defined in the FMLA regulations), who is a service member of the Armed Forces,
30 including the National Guard and Reserves, for whom the unit member is needed to
31 provide care (federal leave only).

32
33 c. The District shall maintain the unit member's coverage
34 under any applicable health plan for the duration of any family leave under this section
35 in the same manner as if the unit member were working.

1 d. The unit member shall be required to use any available
2 and applicable paid leaves concurrently with the Family and Medical Leave under
3 this section. Nothing in this section shall authorize a unit member to use paid leaves
4 for any reason other than those specified under the specific paid leave rules.

5
6 e. Following leave, the unit member will be restored to the
7 same or equivalent position as that held at commencement of leave except as
8 otherwise specified by law.

9
10 f. Unit members on a pregnancy disability leave shall not be
11 required to use vacation leave, but may use vacation leave at their option. The twelve
12 (12) work weeks of Family and Medical Leave under state law shall not commence
13 until the employee is no longer disabled due to the pregnancy. The twelve (12) work
14 weeks of federal leave shall commence on the first day of leave for pregnancy or
15 pregnancy-related disability.

16
17 g. A unit member must provide at least thirty (30) days'
18 advance notice before leave is to begin if the leave is for an expected birth, placement
19 of a child for adoption or foster care, or planned medical treatment. Where such
20 notice is not practicable because of lack of knowledge of need for the leave or medical
21 emergency, notice must be given as soon as practicable.

22
23 **h. Effective communication is a key component of a**
24 **successful Family and Medical Leave Act (FMLA) program. The District must**
25 **provide unit members with certain critical notices about the FMLA.**

26 **The District must display a general notice about the FMLA**
27 **(an FMLA poster from the Wage and Hours Division of the United States**
28 **Government) at each site and departments. The display must be in plain view**
29 **for all unit members to see, notifying them of the FMLA provisions and**
30 **providing information concerning how to file a complaint with the Wage and**
31 **Hour Division. The information provided in the display shall also be placed in**
32 **the unit member handbook or other written materials about leaves and**
33 **benefits.**

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1 **Unit member eligibility is determined, and notice of eligibility**
2 **status must be provided, the first time the unit member takes leave for an**
3 **FMLA-qualifying reason in the District’s designated 12-month leave year (fiscal**
4 **year). The eligibility notice may be either oral or in writing and must:**

5 • **Be provided within five business days of the initial request**
6 **for leave or when the District acquires knowledge that a unit member’s leave**
7 **may be for an FMLA-qualifying reason;**

8 • **Inform the unit member of his or her eligibility status; and**

9 • **If the unit member is determined not to be eligible for FMLA**
10 **leave, state at least one reason why.**

11
12 **The eligibility notice is not required for FMLA absences for the same qualifying**
13 **reason during the same leave year or for FMLA absences for a different**
14 **qualifying reason where the unit member’s eligibility status has not changed.**
15 **If the unit member requests leave for a different qualifying reason in the same**
16 **leave year and the unit member’s eligibility status has changed, the District**
17 **must notify the unit member of the change in eligibility status within five**
18 **business days.**

19 **Each time District is required to provide the eligibility notice,**
20 **they must also provide unit members with a rights and responsibilities notice,**
21 **notifying unit members of their obligations concerning the use of FMLA leave**
22 **and the consequences of failing to meet those obligations.**

23 • **The rights and responsibilities notice must be in**
24 **writing and must include, as applicable:**

25 • **Notice that the leave may be counted as FMLA leave;**

26 • **The District’s designated 12-month period for**
27 **counting FMLA leave entitlement;**

28 • **Any requirement for the unit member to furnish a**
29 **certification and the consequences for failing to do so;**

30 • **Information regarding the unit member’s right or the**
31 **District’s requirement for substitution of paid leave and conditions relating to**
32 **any substitution, and the unit member’s right to take unpaid FMLA leave if the**
33 **conditions for paid leave are not met;**

34 • **Instructions for making arrangements for any**
35 **premium payments for maintenance of health benefits that the unit member**
36 **must make during leave (and potential unit member liability if the unit member**

1 fails to return to work after FMLA leave);

2 • Notice of designation as “key” unit member and what
3 that could mean; and

4 • The unit member’s right to job restoration and
5 maintenance of benefits.

6
7 District may use Form WH-381 (Wage and Hour Division of
8 the United States Government)

9 The District is responsible in all circumstances for
10 designating leave as FMLA-qualifying and giving notice of the designation to
11 the unit member.

12 This notice must:

13 • Be provided in writing within five business days of having
14 enough information to determine whether the leave is FMLA-qualifying;

15 • Be provided for each FMLA-qualifying reason per
16 applicable 12-month period (additional notice is required for any changes in the
17 designation information);

18 • Include the District’s designation determination, and any
19 substitution of paid leave and/or fitness for duty requirements; and

20 • Provide the amount of leave that is designated and
21 counted against the unit member’s FMLA entitlement, if known. If the amount of
22 leave is not known at the time of the designation, the District must provide this
23 information to the unit member upon request, but no more often than once in a
24 30-day period and only if leave was taken in that period.

25 If the requested leave is not FMLA-qualifying, the notice may
26 be a simple written statement that the leave does not qualify and will not be
27 designated as FMLA leave. If the District is unable to determine whether a leave
28 request should be designated as FMLA-protected because a submitted
29 certification is incomplete or insufficient, the District is required to state in
30 writing what additional information is needed. The District may use the
31 designation notice to inform the unit member that the certification is incomplete
32 or insufficient and identify what information is needed to make the certification
33 complete and sufficient. Districts may use Form WH-382 (Wage and Hour
34 Division of the United States Government)

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14. Parental Leave

a. Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

b. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth or recovery therefrom.

c. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

d. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to fifty percent (50%) pay for the remainder of the 12-week leave.

e. Unless there are extenuating circumstances, the unit member must give the District at least 30 days' advanced written notice of his or her intention to use parental leave and the anticipated dates of the leave.

f. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

g. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parent leave may not exceed 12 workweeks in any 12-month period.

ARTICLE X
HOLIDAYS

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A. The following holidays shall be granted to all employees whose base assignment is five (5) consecutive days provided that the employee is in a paid status during any portion of the workday immediately preceding or following the holiday. All employees whose base assignment is not five (5) consecutive days shall be entitled to the following holidays if the holiday falls on a regularly scheduled work day of the employee.

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Winter Holiday
- New Year's Day
- Martin Luther King's Day
- Lincoln's Day
- Washington's Day
- Spring Holiday
- Memorial Day
- Admission Day
- Juneteenth** (*commencing June 19, 2022.*)

Plus three (3) additional holidays mutually agreed to by the District and the Association

B. Every day (except Saturday or Sunday) appointed by the President of the United States, the Governor of the State of California, or legislature as a day of public fast, mourning, or thanksgiving shall also be a holiday.

C. When the holiday falls on a Saturday, the previous day shall be deemed to be a holiday. When the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.

1 D. A holiday falling within a prescribed vacation period shall be deemed a
2 holiday and not chargeable as vacation. Regular employees not assigned to work
3 during the Christmas and Spring recess periods shall be compensated for the holidays
4 stipulated in Section A above, provided said employee is in paid District status on the
5 day immediately preceding or following the recess period during which a holiday falls.
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1 2. The filing of a request for transfer is without prejudice to the unit
2 member and shall not jeopardize the present assignment. A request for transfer may
3 be withdrawn by the unit member in writing at any time prior to official notification of
4 transfer approval.

5
6 3. If a vacancy develops, the site administrator shall be provided the
7 names of all unit members who have a valid transfer request on file. The site
8 administrator shall interview all candidates who have a valid transfer request on file
9 and who express an interest in being considered for the vacancy at the particular site.

10
11 4. Subsequent to the interview of each candidate, the site
12 administrator shall make a final selection among the eligible candidates and shall
13 notify the selected candidate of the effective start date.

14
15 5. The site administrator shall inform the Human Resources Office
16 of the outcome of the transfer request and Human Resources will inform the unit
17 member(s).

18
19 6. Copies of completed transfers will be provide to CSEA

20
21 7. Employees that do not have their transfer request approved will
22 be notified in writing by Human Resources. Upon written request submitted to Human
23 Resources, the employee shall be provided with the reason(s) for the denial of the
24 transfer request. The reason may include that the employee selected was determined
25 to be more qualified.

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ARTICLE XII
RECLASSIFICATION

Reclassification is the upgrading of an employee from his/her existing job classification to a different existing job classification because of a significant change in the regular duties and responsibilities being performed by such employee. Reclassification is not the result of better or excellent performance of the same basic job duties and responsibilities, nor as the result of an employee's work load.

1. An employee may request a reclassification by submitting a written request on the Request for Reclassification form to the employee's immediate supervisor. The Request for Reclassification form shall be date stamped upon receipt and include an NCR copy to be sent to the Association.

2. Within fifteen (15) working days of the date of receipt of a Request for Reclassification from an employee, the immediate supervisor shall schedule a meeting with the employee to discuss the employee's request for reclassification. The immediate supervisor shall offer the employee Association representation for purposes of discussing the employee's request for reclassification. Upon conclusion of the meeting with the employee, or the scheduled meeting date if the employee was not available, the immediate supervisor, within fifteen (15) working days of the receipt of the Request for Reclassification, shall submit the Request for Reclassification form to Human Resources with the immediate supervisor's recommendation and reasons for the recommendation.

3. After receipt of the reclassification request from the employee's immediate supervisor, the Human Resources Department, shall investigate and submit the request to the Superintendent's Council within twenty (20) days.

4. If the Superintendent's Council rejects the reclassification request, the employee or the Association may submit a written appeal to the Board of Education at the Board's next regularly-scheduled meeting following the decision of the Superintendent's Council.

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5. Employees written requests shall contain the following:

a. A copy of their present job description.

b. A written outline of what new duties they have assumed and how many hours per week they spend on the new duties.

c. An explanation of who performed the new duties and what classification they were or are.

d. If the employee has been directed to perform these duties, who is the person that directed them.

e. The reclassification, when approved, shall start on the day the employee requested the reclassification.

6. All communications pursuant to this Article shall be in writing.

7. Notwithstanding any other provision of this Article, an employee's request for reclassification shall be automatically deemed approved if the employee fails to receive a response from the District with fifty-one (51) calendar days from when the immediate supervisor met with the employee and the Association pursuant to Section 2 of this Article.

8. An employee must wait three (3) months between reclassification requests and may not apply for more than three (3) reclassification requests in any one fiscal year.

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ARTICLE XIII
GRIEVANCE PROCEDURES

A. General Provisions

A grievance is defined as a statement by a unit member and/or the Association that the District has violated an express term of this Agreement and that by reason of such violation his or her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with any normal work activities of the District.

The definition of a "day" as used in this Article is any day unit members are required to be on duty. Unit members whose work year is ten (10) months shall make a good faith effort to begin and/or resolve their grievance before the end of their work year.

The grievant shall be allowed to request assistance of a member of the Chapter 299 Association and/or a CSEA Field Representative if desired at all grievance meetings. Reasonable released time shall be allowed to process the grievance.

B. Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by an informal conference with his/her immediate supervisor.

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C. Formal Level

1. Level I

Within thirty (30) days after the occurrence of the act or omission grievant must present such grievance in writing on the appropriate form to his/her immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the article and section of the Agreement violated, the decision rendered at the informal conference, and specific remedy sought.

The supervisor shall communicate his/her decision to the grievant in writing within fifteen (15) days after receiving the grievance and such action shall terminate Level I.

Within the above time limits either party may request and receive a personal conference with the other party.

2. Level II

If the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing on the appropriate form to the Human Resources Department within fifteen (15) days after termination of Level I. This statement shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reasons for the appeal.

The Human Resources Department will communicate a decision to the grievant in writing within fifteen (15) days after receiving the grievance and such decision shall terminate Level II.

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3. Level III

If the grievant is not satisfied with the Level II decision, the grievant may appeal that decision in writing on the appropriate District form, with all levels of materials attached thereto, to the Superintendent or his designee, but such appeal must be made within ten (10) working days of the termination of Level II. The Superintendent or designee shall respond with a written decision to be communicated to the grievant within ten (10) working days of his or her receipt of the appeal. Either party may request a conference. The issuance of such decision or the expiration of said time period shall terminate Level III.

D. Arbitration

Grievances which are not settled at Level III, and which the grievant and the Association both desire to contest further, shall be submitted to arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate within ten (10) working days after the termination of Level III. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article.

E. Selection of an Arbitrator

As soon as possible, and in any event not later than twenty (20) working days after the District receives the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement can be reached within said twenty (20) days, an arbitrator shall be selected from a list of arbitrators provided by the American Arbitration Association. The party who strikes the first name shall be determined by lot. If the arbitrator selected indicates that he/she will not be available for the hearing within a reasonable time not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the provided list.

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F. Motion to Dismiss

If the District claims that the grievance is not arbitrable or should be dismissed, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance. If the District intends to make such a motion, it shall so notify the Association at least ten (10) working days prior to the hearing. The District may also at its own option, and without prejudice, have such a claim heard along with the merits of the case. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

G. Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of a specific provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have the authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

H. Effect of Award

The decision of the arbitrator within the limits herein above prescribed shall be final and binding upon the District, the grievant and the Association.

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I. Expenses

Fees and expenses of the arbitrator shall be shared equally by the District and the Association.

Each party shall bear the expense of the presentation of its own case, with the exception of released time which shall be as provided above.

J. Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in the time specified at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Level I as a result of the summer recess, and other regularly-scheduled school recesses.

K. Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through resolution, neither the grievant, nor the Association, nor the requested unit member, nor the District shall make public either the grievance or evidence regarding the grievance.

L. Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

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M. No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

N. Legal Procedures

Nothing in the above procedures shall be construed as limiting the right of the unit members and/or Association to pursue available legal processes for a new review of the merits of the grievance.

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ARTICLE XIV
LAYOFF AND RE-EMPLOYMENT

A. Definitions: As used in this Article, the following terms have the following meanings:

“Re-employment list” means a list of permanent classified employees who have been laid off from permanent positions. They are eligible for re-employment without examination in their former class, arranged in order of their right to re-employment.

“Length of service,” for the purpose of this Article, means date of hire, excluding time spent on unpaid leave of absence.

“Regular employment” is a probationary or permanent employee in the bargaining unit whether full time or part time who is not a restricted substitute, short-term or student employee.

B. Notice of Layoff

When employees who are members of the bargaining unit are laid off for any reason, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff. The District and CSEA shall meet within a reasonable period of time prior to the receipt of any notices of layoff to review the proposed layoffs and the order of layoff within the provisions of this Agreement. Any notice of layoffs shall specify the reasons for layoff and identify by name and classification the employees designated for layoff.

Any laid off employee who is a member of the bargaining unit shall be informed of displacement rights, if any, and re-employment rights under this Article.

C. Reduction in Hours

Any reduction in regularly-assigned time shall be considered a layoff under the provisions of this Article.

1 D. Order of Layoff

2

3 Any layoff shall be effected within a class. The order of layoff shall be
4 based on seniority within that class and higher classes throughout the District. An
5 employee with the least seniority within the class plus higher classes shall be laid off
6 first.

7

8 E. Seniority List

9

10 The Association shall receive a seniority list of unit members in any
11 classification in which layoffs are contemplated by the District. The list shall be
12 presented at least sixty (60) days prior to the effective date of the layoffs.

13

14 F. Bumping Rights

15

16 An employee laid off from his/her present class may bump into another
17 classification in which the employee has greatest seniority provided the classification
18 into which they are bumping is equal to or lower than the position from which they
19 have been laid off. The employee may continue to bump into lower classes to avoid
20 layoff.

21

22 Displacement into a lower class shall be considered demotion, and
23 salary placement shall be on the step that the unit member would have attained had
24 he/she remained in the lower class.

25

26 G. Layoff in Lieu of Bumping

27

28 An employee who elects a layoff in lieu of bumping maintains his/her re-
29 employment rights under this Agreement.

30

31 H. Equal Seniority

32

33 If two (2) or more employees subject to layoff have equal class seniority,
34 the determination as of who shall be laid off shall be made by lot.

35

36

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1 I. Re-employment Rights

2
3 Laid off persons are eligible for re-employment in the class from which
4 laid off for a thirty-nine (39) month period and shall be re-employed in the reverse
5 order of layoff.

6
7 An employee on a re-employment list may decline three (3) offers of re-
8 employment in the former class. After the third refusal no additional offers need be
9 made and the employee shall be considered unavailable until the employee indicates
10 otherwise in writing. **Regardless of how many refusals no employee may be**
11 **removed from the list until the 39-month period expires or they are re-employed.**

12
13 In addition, they shall have the right to apply for promotional positions
14 within the filing period specified in the Job Vacancy Article of this Agreement for a
15 period of thirty-nine (39) months following layoff.

16
17 Laid off employees do not accumulate seniority credit while on re-
18 employment lists.

19
20 An employee who is a member of the bargaining unit who has accepted
21 demotion in lieu of layoff has the right to be re-employed, in accordance with his
22 seniority, in a vacant position in the former class within thirty-nine (39) months after
23 demotion. Intervening reassignments to other classes shall not nullify that right.

24
25 Employees who are members of the bargaining unit who take voluntary
26 demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their
27 present positions rather than be reclassified or reassigned shall be granted the same
28 rights as persons laid off and shall retain eligibility to be considered for re-employment
29 for an additional period of up to twenty-four (24) months; provided, that the same tests
30 of fitness under which they qualified for appointment to the class shall still apply. The
31 District shall make the determination of the specific period of eligibility for re-
32 employment on a class-by-class basis.

1 Employees who are members of the bargaining unit who take voluntary
2 demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the
3 option of the employee, returned to a position in their former class or to positions with
4 increased assigned time as vacancies become available, for an additional eighteen
5 (18) months, but if there is a valid re-employment list they shall be ranked on that list
6 in accordance with their proper seniority.

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ARTICLE XV
SAFETY CONDITIONS

The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat or serious bodily harm to the unit member, provided that he or she has exhausted all available means within his or her discretion to remedy the condition.

It is the responsibility of a unit member to report unsafe conditions that are in violation of the requirements imposed by state and federal laws. There shall be no discrimination against a unit member for carrying out this responsibility.

A Safety Committee shall be formed composed of two (2) members appointed by the District, and two (2) members appointed by the Association. The two members appointed by the Association shall serve a one calendar year term on the Safety Committee. The Safety Committee shall meet as needed. The committee shall review all safety conditions as needed and make recommendations to the District concerning improvements. The District shall evaluate the advisability of making the proposed changes.

The unit members on the Safety Committee shall be allowed reasonable released time to carry out their responsibilities.

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ARTICLE XVI
TRANSPORTATION

A. Bus Driver Proficiency

1. All unit members employed as a Bus Driver must achieve and maintain proficiency in each bus within the District's fleet as a minimum condition of employment.

2. All new Bus Drivers employed by the District shall have six (6) months from their hire date to become proficient with each bus in the District's fleet. The District shall provide each Bus Driver with at least one (1) week prior written notice of their scheduled opportunity to become proficient on each bus in the District's fleet.

3. All Bus Drivers shall be responsible to maintain their proficiency with all District buses.

4. Each Bus Driver shall be given a written document stating their pending lapse of proficiency on a District bus at least ten (10) working days but not more than twenty-two (22) working days prior to the date the Bus Driver is scheduled to become non-proficient in the District Bus. This written notice does not have to be individualized to each Bus Driver, but must be distributed to each Bus Driver.

5. If a Bus Driver becomes non-proficient, the Bus Driver shall be placed on unpaid status for up to five (5) working days. During this maximum of five (5) working day period of unpaid leave, the Bus Driver shall become proficient in the District Bus that the Driver has become non-proficient and shall return to paid status the day after attaining proficiency in the required bus(es).

6. If a Bus Driver does not become proficient in District Bus(es) pursuant to section 5 above, the Bus Driver shall immediately be deemed to have resigned their employment with the District.

1 least senior member according to date of hire. The District, when needing to utilize
2 this list, shall contact the next member on that list and continue to scroll down the list
3 until the District receives an acceptance from a unit member on that list. The
4 rotating seniority list shall be an on-going list that shall continue to rotate throughout
5 a fiscal year. The rotating seniority list shall be reset July 1 of each fiscal year.
6

7 6. During any weekend, any bus driver that declines an
8 assignment that is within 24 hours of the time in which the trip is scheduled to depart
9 will not have any turn down time credited against them.
10

11 7. During any weekend, any bus driver that accepts an assignment
12 that is within 24 hours of the time in which the trip is scheduled to depart will not
13 have any overtime credited against them.
14

15 8. During any period in which an assignment links at least one
16 weekday and at least one weekend day, the District has discretion to make any
17 assignments necessary for all trips that need to be assigned within 24 hours of the
18 time in which the trip is scheduled to depart.
19

20 9. During any period in which an assignment links at least one
21 weekday and at least one weekend day, any bus driver that declines an assignment
22 that is within 24 hours of the time in which the trip is scheduled to depart, will not
23 have any turn down time credited against them.
24

25 10.. During any period in which an assignment links at least one
26 weekday and at least one weekend day, any bus driver that accepts an assignment
27 that is within 24 hours of the time in which the trip is scheduled to depart, will not
28 have any overtime credited against them.
29

30 11. For purposes of this Article, the following definitions apply:
31 a. Weekday: A weekday is defined as any Monday through
32 Friday contract day.
33 b. Weekend: A weekend is defined as any Saturday or
34 Sunday or any District Holiday.
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1 c. 24 Hours: 24 hours is defined as the 24 hours prior to
2 the start of an assigned trip.

3 d. Guaranteed Time: The minimum number of hours that
4 the unit member shall work each day. Guaranteed time may be assigned to a bus
5 driver in a single block of time or as a split schedule. All Guaranteed Time may
6 consist of drive time, wash time or a combination of drive and wash time.

7
8 12. All Bus Drivers that decline an assignment scheduled more than
9 24 hours from the start of the assigned trip shall be charged turn down time.

10
11 13. Bus Drivers that turn down an assignment within 24 hours of the
12 time in which the trip is scheduled to depart that would require the use of guaranteed
13 time and overtime, shall be allowed to complete their guaranteed time by assuming
14 other duties or through wash time. This provision shall not apply if a Bus Driver is
15 given an assignment deemed an emergency by the District.

16
17 C. Miscellaneous

18
19 1. All Bus Drivers shall be required to remain with their bus or with
20 their group while on a trip.

21
22 2. All Bus Drivers must park and maintain the Bus at the facility or
23 event, or the designated bus parking area for the facility or event, during the entire
24 period of the trip.

25
26 D. Bus Driver Proficiency

27
28 1. All Bus Drivers shall be responsible to maintain their proficiency
29 with all District Buses.

30
31 2. Each Bus Driver shall be given a written document stating their
32 pending lapse of proficiency on a District Bus at least ten (10) working days but no
33 more that twenty-two (22) working days prior to the date the Bus Driver is scheduled
34 to become non-proficient in the District Bus. This written notice does not have to be
35 individualized to each Bus Driver, but must be distributed to each Bus Driver.

1 3. Once a Bus Driver becomes non-proficient, the Bus Driver shall
2 be placed on unpaid status for up to five (5) working days. During this maximum of
3 five (5) working day period of unpaid leave, the Bus Driver shall become proficient in
4 the District Bus that the Driver has become non-proficient and shall return to paid status
5 the day after attaining proficiency in the required bus(es).

6
7 4. If a Bus Driver does not become proficient in District Bus(es)
8 pursuant to Section 14 above, the Bus Driver shall immediately be deemed to have
9 resigned their employment with the District.

10
11 5. All leaves (paid or unpaid) taken by a Bus Driver shall not count
12 against any of the timelines established in this Section. When a Bus Driver returns
13 from a leave (paid or unpaid) the Bus Driver shall continue forward from where the Bus
14 Driver was in the timelines established by this Section.

15
16 6. If a District Bus is out of service, it shall not count against any
17 timelines established in this Section. If a District Bus is out of service during the time
18 that a Bus Driver is on the five (5) day unpaid leave pursuant to this Section, the Bus
19 Driver shall be permitted to return to work until the District Bus returns to service. When
20 the District Bus returns to service, the Bus Driver shall immediately go back on unpaid
21 leave and continue their five (5) day period of unpaid leave from the point in which they
22 were at when the District Bus went out of service.

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member qualifies for Medicare), whichever comes first. The retiree may purchase available vision and dental plans at no cost to the District until the retiree reaches the Medicare age of eligibility (whether or not the unit member qualifies for Medicare).

To qualify for this retirement medical plan, the following criteria must be met by the unit member: a) must have reached the age of 55; b) must have ten (10) full years of service in a paid status with the District; c) must have retired from the District and have applied for retirement payments from his/her appropriate retirement system (Public Employees' Retirement System/State Teachers' Retirement System); d) must have been enrolled in the District medical insurance program and have his/her insurance paid for by the District for a minimum of one (1) year prior to retirement; and, e) normally all retirees will be expected to remain on the same plan. However, if it is necessary to change, the retiree may select from an available HMO.

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ARTICLE XIX
TRAINING/PROFESSIONAL GROWTH

The District shall provide staff development for unit members as needed to maintain high standards of performance and to increase the skills of unit members. Staff development normally takes place during regular working hours at no loss of pay or benefits for unit members. When a unit member is required to take special training, the District will pay the cost of the training.

A unit member may request training that is directly related to the unit member's job description. The request shall be submitted to the unit member's immediate supervisor on the appropriate form provided by the District.

If a unit member is denied the requested training by his/her immediate supervisor, the immediate supervisor will reply, as to the reason the request for training was denied. The reply will be in writing, if requested by the unit member.

Professional Growth Program

A. Criteria for Awards

All permanent classified employees are eligible to enter the Professional Growth Program. Professional growth credits may be achieved through participation in any of the following category of activities:

1. Coursework

Courses at a university, college, community college, adult education or trade school and institute/lecture series.

Coursework shall be related to improvement of job performance in the position occupied by the employee, or to meeting the requirements of a position to which the employee aspires.

1 Institute or lecture series attendance may be selected from those
2 offered by adult school, college, professional groups or as approved by the
3 Professional Growth Review Committee. The auditing of a college class shall be
4 considered. Written verification shall be required.

5
6 Courses must be completed with a passing grade of “C” or better
7 to receive credit. A certificate of satisfactory completion will be accepted in lieu of a
8 transcript.

9
10 Points: Two (2) points per semester unit (eighteen [18] hours of class work equals
11 one [1] semester unit).

12
13 2. Special Activities

14
15 Unpaid District inservice workshops, educational conferences
16 and community groups (leadership capacity).

17
18 Programs may be selected from any inservice workshops offered
19 by the District (unpaid/non-work hours) and educational conferences offered by
20 professional groups or as approved by the Committee. Verification of attendance is
21 required and shall consist of a fee statement or registration receipt and program of
22 activities. Written verification of community leadership shall be required.

23
24 Points: Eighteen (18) hours of leadership service, or workshops shall equal one (1)
25 point.

26
27 B. Qualifying for the Award

28
29 When an employee has completed ten (10) Professional Growth points,
30 an application shall be submitted to the Committee and approved prior to the issuance
31 of the award.

1 Employees shall be granted a one-time-only opportunity to apply for
2 retroactive credit of coursework taken prior to the implementation of this policy
3 (February 1990) not to exceed six (6) Professional Growth Points toward their first
4 Professional Growth Award. These growth points may have been obtained prior to
5 employment with the District.

6
7 The Committee may consider applications prior to participation in the
8 activities, if there is some doubt whether the activity will be approved.

9
10 Of the ten (10) points required for professional growth awards, six (6)
11 points must be in the area of coursework.

12
13 Employees who have earned an award shall receive the award, payable
14 in a lump sum on a yearly basis, to be included with the last salary warrant issued in
15 the fiscal year.

16
17 Awards shall be increased in \$250 increments every two (2) years (as
18 earned) up to a maximum of \$1000 over an eight (8) year period, or a maximum of
19 four (4) awards.

20
21 C. Application

22
23 The following procedure must be followed in order to receive the
24 Professional Growth Award.

25
26 The District shall make applications available to all classified employees
27 on or before February 1.

28
29 It is the responsibility of the employee to maintain his/her own file of
30 report cards, transcripts or other acceptable certification of the courses completed.

31
32 The completed application, copies of all records and verifications, shall
33 be submitted to Human Resources for certification by the Committee on or before
34 March 1.

1 The Committee shall review all applications and report the status of each
2 to Human Resources. Human Resources shall send each applicant a written
3 statement of the status of their application on or before April 30.

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D. Professional Growth Review Committee (“Committee”)

 The Committee shall be comprised of three (3) members appointed by
the Association, the Human Resources Department and two (2) supervisors appointed
by the Superintendent or designee. This Committee shall review all applications and
report the status to Human Resources as stated above.

 The meetings shall be jointly scheduled with the District and the
Association. All classified members of the Committee shall be given released time to
attend the meetings.

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ARTICLE XX
ALCOHOL/DRUG TESTING PROCEDURES

A. General

The Association and the District agree that safety and health of students, staff, and the public requires every reasonable effort be made to discourage alcohol and/or illegal substance abuse. The District and the Association further agree to make every reasonable effort to protect students, staff, and the public from alcohol and/or illegal drug use.

1. Application

Under the provisions of Title 49 of the Code of Federal Regulations, Part 382 and Part 40, the provisions of this section apply only to bargaining unit members whose duties include the driving of a commercial motor vehicle, or for which a Class A, Class B or a Class C driver's license is required. Bargaining unit classifications with such duties are limited to:

- a. Bus Driver
- b. Athletic & PE Aide
- c. Custodian (floor crew and high school assignments only)
- d. Groundskeeper I, II, III or III-Crew Leader
- e. Maintenance I, II or III
- f. Food Service Truck Driver
- g. Messenger
- h. Assistant Warehouse Keeper
- i. Warehouse Keeper
- j. Technology I, II or III
- k. Network Technician
- l. Messenger/Assistant Warehousekeeper
- m. Lead Mechanic
- n. Mechanic II or III

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2. Notice

All bargaining unit members subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion, post-accident, random, return to duty and follow-up testing while on duty. The notice shall state that the only such tests required by the District are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382 and this agreement.

3. Reasonable Suspicion Testing

a. A reasonable suspicion test must be based upon specific, observations concerning the appearance, behavior, speech or body odors of the bargaining unit members as set forth in Title 49 of the Code of Federal Regulations, Part 382. Bargaining unit members subject to reasonable suspicion determination are defined in Section A.1. in this article.

b. The observations must be made by a supervisor(s) or District official who has received **the requisite** training (**Title 49 CFR 382**) in identifying indicators of probable alcohol misuse **and** controlled substance use.

c. Reasonable suspicion observations must be made just before, during or just after the bargaining unit member's performance of a safety-sensitive duty.

d. Bargaining unit members for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

e. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two (2) hours following the reasonable suspicion determination, the District shall prepare and maintain on

1 file a statement of the reasons the test was not promptly administered. The bargaining
2 unit member will be given a copy of this statement. No test based on
3 reasonable suspicion of alcohol misuse will be given that is not within eight (8) hours
4 of the reasonable suspicion determination.

5
6 f. A written record of the reasonable suspicion
7 observations, dated and signed by the supervisor(s) or District official making the
8 observations, must be made within 24 hours or before the results of the test are
9 released, whichever is earlier. A copy of this record will be given to the bargaining
10 unit member when the results of the test are released.

11
12 g. The supervisor(s) or District official who makes the
13 reasonable suspicion observations shall not conduct the test or participate in the
14 collection or chain of custody of any specimen for testing.

15
16 4. Post-Accident Testing

17
18 a. As soon as practicable following an accident involving a
19 commercial motor vehicle, the District shall test the following individuals for alcohol
20 and controlled substances:

21
22 (1) A bargaining unit member whose classification is
23 Bus Driver or Maintenance I, II or III who is assigned as a mechanic, was performing
24 safety-sensitive functions with respect to the vehicle, if the accident involved the loss
25 of human life, and/or

26
27 (2) A bargaining unit member whose classification is
28 Bus Driver or Maintenance I, II or III who is assigned as a mechanic, receives a citation
29 under state or local law for a moving violation arising from the accident.

30
31 b. No post-accident test for alcohol will be given more than
32 eight (8) hours after the accident.

33
34 c. No post-accident test for controlled substances will be
35 given more than 32 hours after the accident.

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5. Random Testing

a. The annual percentage rate for random alcohol testing is at least 25% of the average number of safety sensitive positions. The annual percentage rate for random controlled substance testing is at least 50% of the average number of safety sensitive positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 C.F.R. §382.305, subd. (a).) The District will notify the Association of any change in these amounts prior to implementation. The intent of “at least” is to establish a number that will meet but not exceed the minimum requirements of 25% and 50% respectively.

b. The pool of bargaining unit members subject to random testing shall include all employees required to be under Title 49 of the Code of Federal Regulations, Part 382 and Maintenance I, II and III bargaining unit employees assigned as mechanics.

c. Bargaining unit members will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.

d. The selection of bargaining unit members for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers.

e. The dates for random tests shall be unannounced and spread reasonable throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested this year.

6. Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

1 a. No District employee shall serve as either a collection site
2 person for controlled substance testing or as a breath alcohol technician for alcohol
3 testing of bargaining unit members.

4
5 b. All testing shall be conducted in a private setting and, in
6 the case of controlled substance testing, no direct observation of a bargaining unit
7 member's urination by a collection site person is permitted, except for the reasons
8 stated in Title 49 of the Code of Federal Regulations, Section 40.25, subdivision (3),
9 and then only by a same gender collection site person who is not employed by the
10 District.

11
12 c. Except for a test requested by a bargaining unit member
13 for a test of the remainder of a split sample, the testing laboratory for controlled
14 substance testing shall be a forensics laboratory approved for urine and drug testing
15 by the Department of Human Services identified in Appendix "C". By mutual
16 agreement, this list of accepted laboratories may be revised as necessary.

17
18 d. Any tests that do not comply with the requirements of Title
19 49 of the C.F.R. shall be treated as negative tests.

20
21 7. Positive Tests

22
23 a. A positive test for alcohol must be confirmation test by an
24 evidential breath testing device capable of printout and sequential numbering and
25 must show an alcohol concentration of 0.02 grams of alcohol per 210 Liters of breath
26 or greater. Such a test is positive even if that concentration is caused by prescribed
27 medication.

28
29 b. A positive test for controlled substances must be a
30 confirmation test by gas chromatography/mass spectrometry techniques and must
31 show one of the following:

- 32
33 (1) 15 ng/ml (nanograms per milliliter) of marijuana
34 metabolite;

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(2) 150 ng/ml of cocaine metabolite;

(3) 300 ng/ml of either morphine or codeine;

(4) 25 ng/ml of phencyclidine; or

(5) 500 ng/ml of amphetamine or methamphetamine;

(Note: Adjustments to these amounts shall occur if necessary to remain in compliance with Federal Regulations. The District shall notify the Association of any changes in these amounts prior to implementation.

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

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

(1) The medical review officer has contacted the bargaining unit member directly, on a confidential basis, and given the bargaining unit member an opportunity to discuss the test results and the bargaining unit member's medical history, including medication, in confidence;

(2) Within 72 hours of the bargaining unit member's notification that the test was positive, the bargaining unit member may request that the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and

(3) The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the bargaining unit member.

(4) If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test.

1 (5) The medical review officer shall be a licensed
2 physician with special training in substance abuse disorders, the medical use of
3 prescription drugs and the pharmacology and toxicology of alcohol and controlled
4 substances. The medical review officer shall not be an employee of the District.
5

6 (6) The cut-off levels in this section are those required
7 by FHWA regulation. They will be automatically adjusted to be consistent with
8 changes, if any, in the levels specified by those regulations. (See 49 C.F.R. § 40.29,
9 subd. (F).) The District will notify the Association of any changes in these cut-off levels
10 prior to implementation.
11

12 8. Disciplinary Action for Prohibited Conduct
13

14 Bargaining unit members are subject to discipline up to and
15 including suspension and/or immediate termination of employment as is appropriate
16 in accordance with applicable law and District policies and procedures. Severity of
17 the disciplinary action will be based on the circumstances of the infraction and prior
18 work history, including prior disciplinary actions(s) of the bargaining unit member.
19 Disciplinary guidelines for prohibited conduct are as follows:

20	a. <u>Drug Testing</u>	First	Second	Third
21		<u>Offense</u>	<u>Offense</u>	<u>Offense</u>
22	1. Refusal to provide a	Resignation or Termination		
23	urine sample when			
24	required.			
25				
26	2. Substituting, adulterating	Resignation or Termination		
27	or otherwise tampering			
28	with a urine sample,			
29	testing equipment or			
30	related paraphernalia			
31				
32	b. <u>Alcohol</u>			
33				
34	1. Refusal to submit	Resignation or Termination		
35	evidential breath test			
36				
37	2. Use of, or being under	Remainder of the day and 2 days and suspension which includes written reprimand	10 days suspension and completion of rehabilitation within 6 months of	Termination
38	influence of alcohol on			
39	duty with a level of 0.02			
40	to 0.039 BAC			
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placed in bargaining unit member's personnel file testing, subject to return to duty and unannounced follow-up the first 12 months after return to duty

- 3. Use of, or being under the influence of alcohol on duty with a 0.04 or above BAC test result 5 days suspension, successful completion of rehabilitation program within 6 months of testing, subject return to duty and unannounced follow-up testing for the 12 months return to duty Termination

c. Controlled Substance

- 1. Use of, or being under the influence of drugs on duty 10 days suspension, successful completion of rehabilitation program within 6 months of testing, subject return to duty and unannounced follow-up testing for the 12 months return to duty Termination

9. Miscellaneous

a. Bargaining unit members will receive pay for time required to take the tests specified in this article. The District will pay for the initial test. In the case of post-accident testing, the bargaining unit member will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

1 b. The bargaining unit member shall pay for all confirmatory
2 testing of a split sample. In the event that the confirmatory test is negative, the
3 bargaining unit member will be reimbursed the cost of the test. The bargaining unit
4 member has the following options for payment of this test: (1) remit payment to the
5 District, or (2) request a payroll deduction.

6
7 c. The Association job stewards and other appointed
8 representatives shall receive the same training provided to supervisors for reasonable
9 suspicion determination as it is scheduled.

10
11 d. The parties agree to treat all test results as confidential
12 medical records and recognize that these records may need to be released in the
13 course of legal proceedings.

14
15 e. The District respects and acknowledges the right of
16 bargaining unit members to seek and receive the Association representation for any
17 meeting in which misconduct by the bargaining unit member is/may be alleged and
18 for which there may be disciplinary action.

19
20 f. Following the receipt of positive test results, the District
21 shall not question a bargaining unit member concerning the use of alcohol and/or
22 controlled substance without first informing the bargaining unit member of his/her right
23 to have a union representative present throughout the questioning. If the bargaining
24 unit member then requests a union representative, no such questioning shall occur in
25 the absence of the union representative.

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ARTICLE XXI
RETAINED RIGHTS AND RESPONSIBILITIES

A. The District retains all of its powers and authority to determine, direct and manage the District to full extent of the law. It is not the intention of the parties, in setting forth the following rights of management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights and responsibilities. It is agreed that such rights and responsibilities include the authority to determine, direct and manage, in whole or in part, any of the following:

1. The operational and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions and advisory commissions and committees.

2. The financial status of the District, including all sources and amounts of financial support, income, funding, taxes and debt and all means and conditions needed to secure financial support including:

- a. Compliance with any qualifications or requirements imposed by law or by funding sources.
- b. All investment policies and practices.
- c. All budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures.
- d. All budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.

1 activities, academic subject matters, grade levels, departments, or equipment, and
2 the determination as to whether, when and where there is a job opening.

3
4 8. To fix and prescribe the duties to be performed by classified
5 employees in accordance with Education Code 45109.

6
7 9. The standards of performance of all employees, and whether any
8 employee adequately performs such duties and meets such standards.

9
10 10. The dates, times and hours of operation of District facilities,
11 functions, and activities; work schedules consistent with the terms as outlined in Article
12 V (hours and Overtime), and the student calendar.

13
14 11. Safety and security measures for students, the public, properties,
15 facilities, vehicles, materials, supplies, and equipment-

16
17 12. To adopt rules, regulations and policies in furtherance of this
18 article.

19
20 13. The termination or layoff of employees consistent with law, as the
21 result of the exercise of any of the rights of the District not limited by the clear and
22 explicit language of this Agreement.

23
24 B. The non-exercise of any right reserved to the District herein shall not be
25 deemed a waiver of the District's right to exercise the right in the future.

26
27 C. Any dispute arising out of or in any way connected with either the
28 existence of or the exercise of any of the above described rights of the District is not
29 subject of the grievance provisions set forth in Article XII.

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ARTICLE XXII
MISCELLANEOUS PROVISIONS

1. In the event of a conflict between the terms of this Agreement and any Board policies, procedures or individual contracts of employment, the terms of this Agreement shall prevail.

2. The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap or membership in any employee organization.

3. The District shall reimburse or repair articles of clothing, glasses and hearing aides damaged while the unit member is acting in the proper discharge of disciplinary/supervisory duties. In addition, all other accessories damaged under the conditions listed above shall be reimbursed up to a maximum of \$200.00.

4. The Association shall receive, but not be limited to, the following:

Board agendas, minutes and addenda; staff/community newsletters; district financial budgets; job vacancy fliers; superintendent council minutes; all school site council minutes, when available and S.G.V. Coalition for Education as available.

5. The District shall pay all printing costs for this contract.

6. In the event that as a result of a scribe's error(s) of omission or commission in the preparation of the parties' current collective bargaining agreement, the language of the parties' tentative agreement(s) shall prevail in the event of conflict(s).

7. Each year thereafter, M.O.T., M.I.S., Warehouse, Messenger, Campus Aides, and Food Services Workers bargaining unit members shall be credited with one hundred dollars (\$100) to be used towards obtaining the following uniforms:

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- 2) Transportation: Up to five (5) District approved shirts and pants/shorts, and up to one (1) District approved jacket from a District designated vendor.
- 3) Campus Aide: Up to five (5) District approved shirts and one (1) District jacket from a District designated vendor.
- 4) Food Service Worker: Up to five (5) District approved uniform tops from a District designated vendor.

8. Students shall be allowed to perform unit work pursuant to the service learning program as follows:

- a. The project must be tied to a service learning project; and
- b. The proposed project must be submitted to the District and Association bargaining teams for consideration; and
- c. The District and Association must agree, in writing, to the use of student workers for bargaining unit work; and
- d. The project must be a limited project that is non-reoccurring and will not constitute an ongoing displacement of bargaining unit work; and
- e. If supervision of student employees is necessary, qualified bargaining unit members will be given first priority to supervise student workers before the use of any outside consultant for the supervision of students.

1 ARTICLE XXIII
2 VOLUNTEERS
3

4 A. Intent
5

6 The intent of this Article is to clarify and define the use of out-of-
7 classroom volunteers at Azusa Unified School District schools. Both the District and
8 the Association recognize the value of parent and community involvement in the
9 functioning of the District, including the use of volunteers. It is our mutual intent to
10 provide a strong sense of job security for the classified staff, to abide by laws of the
11 collective bargaining agreement and to also provide useful projects for volunteers that
12 are implemented in a safe, effective and legal manner, the following agreement is
13 reach.
14

15 B. Process for out-of-classroom volunteer projects
16

17 The following process shall apply to out-of-classroom volunteers only:
18

19 1. A Site Administrator or Department Manager shall complete and
20 forward one copy of the "Volunteer Project Request Form" to the Director of MOT and
21 the CSEA President. It shall be the sole responsibility of the Site Administrator or
22 Department Manager that completed the form to secure the acceptance signatures of
23 the Director of MOT and The CSEA President.
24

25 2. The Site Administrator or Department Manager, after securing the
26 signatures listed above, shall forward the completed "Volunteer Project Request Form"
27 to the Deputy Superintendent. The Deputy Superintendent shall, within ten (10)
28 working days, approve or disapprove the request as listed on the "Volunteer Project
29 Request Form." If the Deputy Superintendent fails to take any action on the "Volunteer
30 Project Request Form" with ten (10) working days, the request shall be deemed to be
31 automatically approved on the eleventh (11th) working day following the date the
32 Deputy Superintendent received the request pursuant to this Article.
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34 3. If any concerns exist regarding the request, the parties shall
35 immediately meet in an effort to resolve any and all concerns.
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ARTICLE XXIV
SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any such decision or change in law occurs, the parties hereto shall, upon request, within ten (10) working days commence meeting and negotiating with respect to the means of compliance herewith.

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ARTICLE XXVI
DURATION AND RE-OPENERS

A. Duration

This Agreement shall remain in full force and effect from July 1, 2017 up to and including June 30, **2023 except for modifications as set forth under Section B of this Article.**

This agreement shall remain in full force and effect beyond June 30, 2023, subject to a request by either party to modify, amend or terminate this agreement, at which time the parties agree to meet and negotiate a successor agreement.

B. Re-Openers

In 2021 -2022, 2022-2023 negotiations between the parties shall be limited to, Compensation and Article XVIII Annual Salary Supplement and two subjects or articles for each party. The parties shall notify each other of their intent to negotiate no later than September 15, 2021 (SY 2021-2022) and June 1 2022 (SY 2022-2023)

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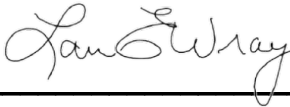
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated below.

Date April 13, 2022

Date April 13, 2022

AZUSA UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 299



Jorge A. Ronquillo
Board's Representative

Laurie Wray
President, Azusa Chapter 299