

**AGREEMENT BETWEEN
LAS LOMITAS SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 515**

JULY 1, 2018

THROUGH

JUNE 30, 2021

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ARTICLE 1: PREAMBLE

- 1.1 This Agreement (“Agreement”) entered into on July 1, 2018, pursuant to the Educational Employment Relations Act, California Government Code Section 3450, et seq., shall remain in full force and effect up through and including June 30, 2021, constitutes the agreement between Las Lomas School District (“District”) and CSEA, Chapter 515, an affiliate of California School Employees Association (“CSEA”).

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes CSEA as the sole and exclusive bargaining representative for all classified positions in the bargaining unit recognized by the Public Employment Relations Board ("PERB") and covered by this Agreement.
- 2.2 The District further recognizes CSEA as the exclusive bargaining representative for all newly created classified positions except those that are management, confidential, and supervisory.
- 2.3 The District further recognizes CSEA as the exclusive representative for playground supervisor positions.
- 2.4 Disputed cases may be submitted to the Public Employment Relations Board ("PERB"), but in no case shall be submitted to the grievance procedure in this Agreement.

ARTICLE 3: ASSOCIATION RIGHTS

3.1 Organizational Security

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

3.2 Unit Member Exempted from Obligation to Pay Service Fee

321 Any unit member who is a member of a religious body whose traditional tenants or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such worker shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to the service fee to one of the following non-religious, non-labor organizations, or charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

- CHAD
- United Way
- Las Lomas Education Foundation

322 Any unit member claiming this religious exception must file a written request for exemption with CSEA and the District together with information sufficient to qualify as a bona fide religious exemption. The unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected as proof that required payments have been made, or shall authorize payroll deductions of required payments.

3.3 Dues and Service Fee Deductions

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

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

- 333 No unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the unit member first comes into the bargaining unit.
- 334 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all unit members and who have submitted payroll deduction authorization forms to the District. The authorizations shall remain in effect until expressly revoked in writing by the unit member.
- 335 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members whose requests for religious exemption pursuant to this Agreement have been approved by CSEA.
- 336 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical list of all unit members, identifying them by name, employee identification number, months per year in paid status, and annual salary, and indicate the amount deducted, if any, and whether the deduction is for dues, service fees, or charitable contribution.
- 337 Nothing contained in this Agreement shall prohibit a unit member from paying service fees directly to CSEA.
- 338 The District shall immediately notify the CSEA chapter treasurer if any unit member revokes a dues, service fee, or payment in lieu of service fee deduction authorization.
- 339 The District shall deduct and pay to CSEA service fees for each unit member who is not a CSEA member in good standing and who is obligated to pay service fees pursuant to this Agreement, unless CSEA notifies the District that the unit member is paying service fees directly to CSEA. A payroll deduction authorization form shall not be required for service fees paid by a unit member directly to CSEA.

3.4 Hold Harmless Provisions

- 341 CSEA shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against claims, disputes or challenges which are actually brought against the District or any of its agents

by other than CSEA in connection with the administration or enforcement of any section of this Agreement pertaining to service fees. CSEA's reimbursement shall include costs and attorneys' fees incurred by the District.

- 342 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, CSEA shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 3.4.1 shall be compromised, resisted, defended, tried, or appealed.
- 343 In determining whether or not the action shall be compromised, resisted, defended, tried, or appealed, the District will defer to CSEA's interest if the District does not have a distinct and separate legal interest in the matter in dispute.
- 344 The District shall not be entitled to be reimbursed for any fees, costs, charges, or penalties for which CSEA was not properly notified and provided the opportunity to discuss as described above; nor will the District be entitled to any such reimbursement when the District's efforts in defending against the action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

3.5 Organizational Leave

CSEA shall be entitled to a total of six (6) days (forty-eight (48) hours) of paid leave per year for the purpose of conducting CSEA business. The specific time the unit member takes the leave shall be mutually agreed upon by the Superintendent and CSEA.

ARTICLE 4: HOURS OF WORK

4.1 Working hours shall be established for all unit members by the Superintendent.

4.2 Full-Time Unit Members

4.2.1 All full-time clerical and maintenance/support unit members shall be assigned to an eight (8) hour day, forty (40) hour, five (5) consecutive day workweek. All full-time paraeducators/resource aides unit members shall be assigned to a seven and one-half (7.5) hour day, thirty-seven and one-half (37.5) hour, five (5) consecutive day workweek.

4.2.2 Alternate Work Schedule for Full-Time Unit Members

Positions which, through consultation with CSEA and subsequent mutual agreement between the District and a unit member, shall follow a different work schedule, such as a four (4) day summer workweek shall be optional, in accordance with Education Code Section 45132.

4.3 Shifts

The first (day) shift shall begin between the hours of 6:00 a.m. and 9:00 a.m. The second (night) shift shall begin between the hours of 12:30 p.m. and 3:30 p.m.

4.4 Part-Time Unit Members

4.4.1 Notification of Assigned Hours

The District will notify each part-time unit member of the number of hours assigned and any subsequent change in hours as far in advance as possible. At the request of the unit member, the notification will be in writing.

4.4.2 Change in Basic Assignment

A part-time classified unit member who works a minimum of thirty (30) minutes per day in excess of unit member's part-time assignment for a period of twenty (20) consecutive workdays or more shall have the unit member's basic assignment changed to reflect longer hours in order to acquire fringe benefits on a properly prorated basis.

4.5 Rest Periods

- 4.5.1 A unit member is entitled to a fifteen (15) minute rest period during each half (1/2) of the standard working day. This provision shall not apply to a unit member who is employed for less than half (1/2) the standard working day.
- 4.5.2 Rest periods shall be provided according to a schedule arranged by the designated administrator or supervisor.

4.6 Meal Periods

- 4.6.1 Except as authorized in this Agreement, a unit member shall have an unpaid lunch period of thirty (30) minutes during each standard workday. Whenever possible, the lunch period shall be scheduled at the middle of the workday; however, it is recognized that emergencies may arise and that, under such circumstances, lunch periods may be delayed.
- 4.6.2 Clerical/paraeducator unit members may request an unpaid meal period of sixty (60) minutes, subject to the approval of their supervisor. The lunch break shall be taken within one-half (1/2) hour of the regularly scheduled time.
- 4.6.3 The regular lunch time may be changed by the mutual agreement of the unit member and the unit member's supervisor.

4.7 Additional Temporary Work

Additional temporary work shall first be offered to the most senior unit member in the job classification in which the temporary work is needed except:

- 4.7.1 When the unit member is working for the District during the time the additional work is to be performed;
- 4.7.2 When the assignment would cause the District to pay the unit member at the overtime rate;
- 4.7.3 When special skills are reasonably required by the District to perform the duties, such special skills include, but are not limited to ESL, music, math, and oral language skills. It is the intent of the District that such work shall not become part of the regular assignment unless it meets the requirement of Education Code Section 45137.

4.8 Bus Drivers

- 4.8.1 The District shall assign regular route assignments to Bus Drivers. Overtime assignments shall be rotated as equally as possible among Bus Drivers.
- 4.8.2 Whenever, as a result of the unavailability of an appropriate District vehicle, a Bus Driver regularly scheduled to work is unable to work, the driver shall be compensated for the number of hours the Bus Driver would have worked that day.

4.9 Overtime for Custodial Work

- 4.9.1 Annually, near the beginning of each fiscal year, bargaining unit members in the Maintenance, Operations and Transportation (MOT) Department shall be given an opportunity to sign up for the overtime rotation schedule for custodial extra work/overtime opportunities. Bargaining unit members who want to be on the overtime rotation schedule shall indicate the days of the week and hours they are available for extra work/overtime and any other limitations on their availability for extra work/overtime. The District shall maintain a MOT bargaining unit members' overtime rotation schedule and post it in the MOT Office.
- 4.9.2 Custodial extra work/overtime opportunities will be offered to MOT bargaining unit members in the following order to:
- (1) any part-time custodian assigned to the site requiring the extra work. If the part-time custodian declines the assignment, it will be offered to
 - (2) other part-time custodians based on the overtime rotation schedule. If the other part-time custodians decline the assignment, it will be offered to
 - (3) the full-time custodian at the site requiring the extra work. If the full-time custodian at the site declines the assignment, it will be offered to
 - (4) the next eligible custodian on the MOT overtime rotation schedule who has not already been offered the assignment. If no custodian accepts the overtime assignment, it will be offered to
 - (5) other MOT bargaining unit members on the overtime rotation schedule.

- 4.9.3 When an available custodian overtime assignment is a full eight (8) hour shift, the custodian eligible for the assignment may choose to share the overtime shift equally with the next custodian in order on the overtime rotation schedule.
- 4.9.4 At the discretion and with the advance written approval of the MOT supervisor, Friday night custodial overtime may be worked on Saturday.
- 4.9.5 Notwithstanding any provision of this Agreement to the contrary, the District will offer custodial/overtime opportunities to unit members on the overtime rotation schedule in a manner that avoids triggering the call back provisions of this Article 8.7 of this Agreement when a unit member is available to do the work without requiring call back pay.
- 4.9.6 Nothing in this Article shall restrict the District's discretion to direct bargaining unit members to work overtime in emergencies.

4.10 Paraeducator III Assigned to Outdoor Education

4.10.1 Outdoor Education Assignment

All assignments of Paraeducator III to Outdoor Education are voluntary. If a paraeducator declines an Outdoor Education assignment with the paraeducator's normally assigned student, the District will offer the Outdoor Education assignment to another paraeducator based on the District's assessment of the student's needs. An Outdoor Education assignment or the absence of an Outdoor Education assignment offer is within the District's discretion and not subject to the Grievance Procedure.

4.10.2 Compensation for Outdoor Education Assignment

Any hours worked beyond eight (8) hours in a day will be paid at one and one-half (1½) times the unit member's basic straight time hourly rate. Travel time between the school site and the outdoor education location is counted as hours worked.

4.10.3 Break and Meal Periods

The unit member will be provided a fifteen (15) minute paid break during each four (4) hours of scheduled work and a thirty (30) minute paid meal break during each eight (8) hours worked.

4.10.4 Sleep Period

It is the District's intention to provide the unit member an unpaid eight (8) hour sleep period each day. If the unit member's eight (8) hour sleeping period is interrupted by a call to duty, the time of the interruption will be counted as hours worked. If the eight (8) hour sleeping period is interrupted to such an extent that the unit member cannot obtain at least five (5) hours of sleep during the scheduled period, the entire eight (8) hour sleep period will be recorded as working time.

4.10.5 Daily Time Keeping

During an Outdoor Education assignment, a unit member must complete a daily time record on a District time sheet and submit it to the District at the conclusion of the Outdoor Education assignment.

ARTICLE 5: HOLIDAYS

5.1 Unit members shall be entitled to the following holidays:

- New Year's Eve Day
- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- The day before or the day after Independence Day, per District calendar
- Labor Day
- Veterans' Day
- Thanksgiving Day
- The Wednesday before Thanksgiving Day in any year in which school is not in session and students are not present on that day
- The Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Thursday and Friday of spring vacation

5.1.1 And such other holidays as may be declared by the Governing Board.

5.2 Every day declared by the President or Governor of the state as a public fast, mourning, Thanksgiving, or holiday provided the schools and offices of the District are actually closed on the day due to the declaration.

5.3 Whenever any of the holidays listed above fall on a Sunday, the succeeding workday that is not a holiday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Saturday, the preceding workday that is not a holiday shall be observed as a holiday. Unit members hired for work exclusively on weekends are excluded from these holiday benefits.

5.4 All regular clerical/paraeducator/resource aide unit members will be paid for those holidays falling within the portion of the school year in which they are customarily assigned to duty.

5.5 If a full-time or part-time unit member is required to perform work on a recognized holiday, the unit member shall be paid a normal day's pay for the holiday plus two (2) times the straight time hourly rate.

5.6 Unit members who are not normally working during the winter or spring vacations shall be paid for the above holidays falling in those periods provided that they are in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

ARTICLE 6: VACATIONS

6.1 Accrual

6.1.1 Unit members shall accrue vacation time on a monthly basis at the following equivalent rates and as further defined under Section 6.1.3:

<u>Years of District Service</u>	<u>Vacation Days</u>
Year 1 - Year 5	12
Year 6 - Year 8	15
Year 9 - Year 11	17
Year 12 - Year 15	20
Year 16 - Year 17	22
Year 18 - Year 19	24
Year 20+	26

6.1.2 Vacation for regular part-time unit members shall be prorated on the basis of hours worked in proportion to the full-time forty (40) hours per week, except for paraeducators/resource aides whose proration is based upon thirty-seven and one-half (37.5) hours per week.

6.1.3 Maximum Accrual

Vacation may be accrued up to a maximum accrual limit of the unit member's previous fiscal year accrual in addition to the current fiscal year accrual. In addition, if the District does not permit a unit member to take their full annual vacation, the amount of vacation not taken shall accumulate for use in the next two (2) fiscal years.

6.1.4 Probationary Employees

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

6.2 Upon termination from employment, unused accrued vacation time shall be paid at the regular rate, except that unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

6.3 A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supplies notice and

supporting information regarding the basis for such interruption or termination.

- 6.4 Holidays, within a vacation period, shall be paid as holidays and shall not count as days of vacation.
- 6.5 Unit members shall be given preference on the basis of seniority in taking approved vacations.
- 6.6 The District shall provide, annually, each individual unit member with a statement of all accrued vacation leave.
- 6.7 In choosing vacation schedules, unit members shall not be restricted to any particular season or set of calendar months. However, vacations will usually be scheduled during those periods of least disruption to the operation of the District. The scheduling of vacation will be subject to the prior approval of the Superintendent or designee.

ARTICLE 7: LEAVES

7.1 Sick Leave

7.1.1 Earned and Accumulated Sick Leave

All probationary and permanent full-time unit members shall accumulate sick leave at the rate of one (1) working day per month, and part-time unit members shall accumulate sick leave on the basis of hours worked in proportion to the full-time forty (40) hours per week which is worked regularly, except paraeducators/resource aides who are prorated at thirty-seven and one-half (37.5) hours per week. Sick leave shall be earned by a unit member for any month for which the unit member is compensated for one-half (1/2) the working days or more.

7.1.2 Eligibility to Use Sick Leave

Credit for sick leave need not be accrued prior to taking such leave. However, new employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they are entitled, until the first day of the calendar month after completion of six (6) months of service with the District.

7.1.3 Use of Sick Leave

Unit members shall notify their immediate supervisor or the supervisor's designee in advance of taking any sick leave, unless conditions make notification impossible.

7.1.4 Leave Verification

The District may require a doctor's verification as a condition of payment of sick leave. Upon returning to duty after an absence of more than seven (7) consecutive calendar days, the unit member shall present a statement signed by a physician indicating that the unit member is able to return to work.

7.1.5 Sick Leave and Holiday Overlap

If a unit member is absent on paid sick leave and a holiday occurs during the absence, the unit member shall receive the holiday pay and the day shall not be charged against the unit member's sick leave credit.

7.1.6 Annual Statement

The District agrees to provide each individual unit member an annual statement of all accumulated sick leave.

7.1.7 Reason for Using Sick Leave

Sick leave shall only be used for illness and injury of the unit member, except as provided in Section 7.7, Section 7.8, and Section 7.1.10 of this Agreement.

7.1.8 Retirement Credit

A unit member may convert unused sick leave to retirement credit in accordance with the Government Code Section 20862.2 or its successor if the unit member is filing a request for retirement.

7.1.9 Sick Leave Deductions

Sick leave will be deducted on an hour for hour basis.

7.1.10 Health Care Provider Appointment Leave

A unit member may take two (2) hours or less of leave in any one (1) day for health care provider appointments up to a total of twenty-four (24) hours per fiscal year, prorated for less than full-time service. If expressly agreed by the unit member's supervisor, a unit member may reschedule work time and avoid time spent for health care provider visits counting against total allowable leave.

7.1.10.1 Health Care Provider Appointment Documentation

A unit member is required to provide documentation of the health care provider appointment. An absence under Section 7.1.10 that is not supported by documentation will be deducted from the unit member's sick leave.

7.1.10.2 Health Care Provider Appointment – Notice

Except in an emergency or other unforeseen circumstances, a unit member shall provide the unit member's supervisor with at least two (2) work days' notice of the unit member's planned health care provider appointment.

7.1.10.3 Definition

For purposes of this Section 7.1.10, “health care provider” shall mean any of the following:

- If licensed to practice under State Law: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners, nurse-midwives, and clinical social workers; any health care provider recognized by District’s group health plan's benefits manager; or any type of health care provider approved by the Superintendent.
- “Health care provider” shall also include Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

7.1.10.4 Exclusions

Health care provider leave shall not be available to use for health-related classes (e.g., smoking cessation, diabetes management, nutrition, weight loss, etc.) recommended or prescribed by a health care provider.

7.2 Extended Sick Leave

7.2.1 At the beginning of each fiscal year, each regular classified unit member shall be credited with a minimum of one hundred (100) working days of paid sick leave, including the days of sick leave afforded in Section 7.1.1. Extended sick leave does not apply to unit members who have accrued one hundred (100) or more working days of paid sick leave under Section 7.1.1.

7.2.2 Sick leave utilized for absence for illness, injury, or quarantine which extends beyond the number of days of sick leave accumulated shall be termed extended sick leave. Such extended sick leave shall not exceed one hundred (100) working days per fiscal year.

7.2.3 Extended sick leave shall be paid at the rate of fifty percent (50%) of the unit member’s regular salary, and shall not be cumulative.

7.3 Industrial Accident and Illness Leave

7.3.1 In addition to any other benefits that a unit member may be entitled to under the worker’s compensation laws of this state, unit

members shall be entitled to the following benefits: a unit member suffering an injury or illness arising out of and in the course and scope of the unit member's employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

- 7.32 Payment for wages lost on any day shall not, when added to a temporary disability award granted the unit member under the worker's compensation laws of this state, exceed the normal wage for the day.
- 7.33 The industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however, a unit member is still receiving temporary disability payments under the worker's compensation laws of this state at the time of the exhaustion of the benefits under this Section, the unit member shall be entitled to use only so much of the unit member's accumulated and available normal sick leave, accumulated compensation time, vacation, or other available leave, which, when added to the worker's compensation award, provides for a day's pay at the regular rate of pay. Only the amount of salary paid by the District shall be charged against a unit member's sick leave or vacation credit.
- 7.34 Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated without loss of pay or benefits, whenever possible, in the unit member's position.
- 7.35 During any paid leave of absence, the unit member shall endorse to the District the temporary disability benefit checks received on account of the unit member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

7.4 Bereavement Leave

7.4.1 Entitlement

Bereavement leave with pay, up to five (5) days, shall be granted a member of the classified service on account of the death of any family member of the unit member's immediate family. This leave shall not be deducted from accumulated sick leave.

7.4.2 "Immediate Family" Defined

Member of the immediate family is defined as mother, stepmother, father, stepfather, uncle, aunt, grandmother, grandfather, or grandchild of the ~~employee~~ unit member or of the spouse of the ~~employee~~ unit member and the spouse, son, step son, son-in-law, daughter, step daughterdaughter-in-law, brother, brother-in-law, sister, ~~or~~ sister-in-law, legal guardian, foster child, or domestic partner of the unit member, or any relative living in the immediate household of the unit member.

7.5 Family/Child Care Leave Benefits

7.5.1 Pregnancy Disability Leave

7.5.1.1 A unit member may use sick leave and/or extended sick leave for disability due to pregnancy, childbirth or related medical conditions, miscarriage, abortion, and recovery therefrom.

7.5.1.2 The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work, shall be determined by the unit member and the unit member's physician.

7.5.1.3 Before returning to work from a pregnancy disability leave, the unit member shall obtain a "return to work" certification from her health care provider stating that she is able to resume her job duties.

7.5.1.4 Pregnancy disability leave shall not be granted to provide periods of convalescence beyond

disability prior to or following childbirth. Pregnancy disability leave shall not be granted to provide for childcare.

7.5.2 Parental Leave

- 7.5.1.1 A unit member who takes a pregnancy disability leave and is eligible for leave under the California Family Rights Act ("CFRA") may take unpaid CFRA leave for reason of the birth of her child. (Subject to Article 7.5.2.3)
- 7.5.1.2 Parental leave of absence and/or childcare leaves of absence may be granted under the same conditions as unpaid leaves of absence.
- 7.5.1.3 Unit members shall be entitled to up to 12 weeks of child bonding leave pursuant to Education Code section 45196.1 subject to eligibility requirements set forth in these laws and implement regulations. Once all sick leave is exhausted, the unit member shall be paid at the rate of fifty percent (50%) of the unit member's regular salary for the remainder of the 12 weeks. Upon request, the District Human Resources Department shall provide explanatory materials to unit members regarding these leave benefits.

7.6 Family Care and Medical Leave

- 7.6.1 Unit members are eligible for unpaid leave under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The provisions of this Agreement and District family care and medical leave policies will be applied in conformance with the FMLA and the CFRA.

7.6.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a bargaining unit member must have been employed by the District for at least twelve (12) months, and have been employed for at least one thousand two hundred and fifty (1,250) hours of service during the twelve (12) month period immediately preceding the

commencement of the leave.

7.6.3 Family Care and Medical Leave Entitlement

Subject to the provisions of this Agreement and state and federal law, including the federal FMLA and the CFRA, an eligible bargaining unit member is entitled to a total of twelve (12) workweeks of unpaid leave (subject to Article 7.5.2.3) during any twelve (12) month period for any one, or more, of the following reasons:

- 7.6.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 7.6.3.2 The placement with the bargaining unit member of a child for adoption or foster care by the unit member (FMLA and CFRA);
- 7.6.3.3 To care for the bargaining unit member's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition; and
- 7.6.3.4 Because of a bargaining unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave (California Pregnancy Disability Leave (PDL) and FMLA only).
- 7.6.3.5 Because of any qualifying exigency arising out of the fact that the unit member's spouse, domestic partner, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. (FMLA only.)

7.6.4 Family Care and Medical Leave to Care for a Covered Service member with a Service Injury or Illness

Subject to the provisions of this Agreement and state and federal law, including the FMLA and CFRA, an eligible bargaining unit member is eligible to take FMLA leave to care for a covered service member with a serious injury or illness if the unit member is the spouse, domestic partner, son, daughter, parent, or next of kin of the service member.

7.6.4.1 An eligible unit member's entitlement is limited to a total of twenty-six (26) workweeks of leave during a "single twelve (12) month period" to care for a covered service member with a serious injury or illness. The District shall determine the "single twelve (12) month period" in which the twenty-six (26) weeks-of-leave-entitlement described in this paragraph occurs using the twelve (12) month period measured forward from the date a unit member's first FMLA leave to care for the covered service member begins.

7.6.4.2 During the "single twelve (12) month period" described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

7.6.5 Pay Status and Benefits

7.6.5.1 Except as provided in this Section, the family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward group health benefits during the period of leave on the same basis as coverage would have been provided had the bargaining unit member not taken family care and medical leave.

7.6.5.2 The bargaining unit member will be required to continue to pay the unit member's share of premiums payments, if any. Payment is due at the same time as it would be made if by payroll deduction.

7.6.6 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the bargaining unit member may be entitled for the same qualifying reason.

7.6.7 Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this Section is in addition to any leave taken on account of pregnancy, childbirth, or related medical conditions for which a bargaining unit member may be qualified under state law.

7.6.8 Employee's Status On Returning from Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

7.7 Leave to Care for a Sick Child, Parent, Spouse, or Domestic Partner

7.7.1 In any school year, unit members may use up to a maximum of one-half (1/2) of the days of leave that are credited in one (1) year under Section 7.1.1 to attend to an illness of the unit member's child, parent, spouse, or domestic partner. The provisions of Sections 7.1.3, 7.1.4, and 7.1.7 shall apply to a unit member's use of sick leave to attend to an illness of the member's child, parent, spouse, or domestic partner. A unit member shall use this leave before using the leave in Section 7.8.

7.7.2 As used in this section:

“Child” means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

“Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

7.7.3 This Section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts, regardless of whether the unit member receives sick leave compensation during that leave.

7.8 Personal Necessity Leave

A classified unit member may use up to seven (7) days per year of the unit member’s accumulated sick leave, at the unit member’s election, in any of the following situations:

7.8.1 Death of a member of the immediate family, when additional leave is required beyond the five (5) days allowed under bereavement leave.

7.8.2 Accident involving the unit member’s person or property, or the person or property of a member of the unit member’s immediate family, as defined under bereavement leave.

7.8.3 Appearance in court or before any administrative tribunal as a litigant, party, or witness under any order made with jurisdiction.

7.8.4 Serious or critical illness of a member of the immediate family, as defined under bereavement leave, requiring the absence of the unit member.

7.8.5 Personal necessity for which prior approval of the absence has been granted. Such necessity exists when a personal matter can only be attended to during the unit member’s workday.

7.8.6 Unit members who take personal necessity leave for

medical or judicial reasons pertaining to the unit member or the unit member's immediate family as defined under bereavement leave, need not provide specific reasons for the leave.

7.9 Catastrophic Leave

7.9.1 Definition

Catastrophic Sick Leave is defined as a unit member suffering an incapacitating illness/injury which is expected to continue for an extended period of time, as verified by the attending physician, and which prevents the unit member from performing his/her regularly assigned work. The time off work must create a financial hardship for the unit member because he or she has exhausted all accrued sick leave and any other paid time, excluding extended sick leave. Eligibility for catastrophic leave shall run concurrently with leave described in Article 7.2 (Extended Sick Leave) with donated leave being credited in half day increments to enable unit members to receive fullpay during the 100 day period.

7.9.2 Contribution and Eligibility

Unit members who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The open enrollment period shall be September 1st through September 30th. Unit members employed after September 30th may elect to join the Catastrophic Leave Bank within the first thirty (30) days of employment. Once a unit member becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to reenroll each year.

A unit member may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1day = current daily hours assigned) his/her accumulated sick leave to the Catastrophic Leave Bank. No member shall contribute more than two (2) days to the Catastrophic Leave Bank in any one open enrollment

period. The unit member shall make this donation by filing an appropriate form with the Human Resources Department during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank shall not be designated to a specific unit member for his/her exclusive use.

7.9.3 Procedure

In order to be eligible to withdraw catastrophic leave from the bank, the unit member must be a participant and have exhausted all of his/her available accrued paid leave credits, which includes earned and accumulated sick leave, compensatory time off, and vacation.

A unit member electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The unit member must submit this form to the Human Resources Department. The unit member must provide an attending physician's statement, which verifies the catastrophic illness or injury and gives an estimated date of return to work. Verified requests will be forwarded to the CSEA chapter president along with the balance of hours in the Bank. The CSEA chapter president will notify the district of the amount of donated leave approved.

The maximum number of days a unit member may be absent while using catastrophic leave for a single injury/illness shall not exceed forty (40) days. Any days approved but unused by the unit member shall be returned to the Catastrophic Leave Bank.

7.9.4 Miscellaneous

Unit members receiving worker's compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this agreement.

7.9.5 Non-Grievable:

The provisions of this section 7.9 shall not be subject to

the grievance procedure of the Collective Bargaining Agreement.

7.10 Personal Business Leave

7.10.1 Entitlement

One (1) day of fully compensated personal business leave may be granted annually to classified unit members upon prior approval of the Superintendent. Personal business leave shall not be cumulative.

7.10.2 Personal Business Defined

Personal business is defined as business of an urgent or unusual nature which cannot be taken care of outside normal working hours and which is not covered under other leave provisions. Personal business leave shall not be used for such purposes including, but not limited to vacation, recreational activities, social activities, political activities, employee organizational activities, work stoppages.

7.11 Military Leave

Military leave of absence shall be granted as provided for in the Military and Veterans' Code. Request for leave shall be accompanied by a copy of the orders requiring military duty. A unit member shall retain all rights and privileges granted by law arising out of the exercise of military leave.

7.12 Jury Duty

Each unit member who is required to serve as a juror or appear as a witness under subpoena, except in cases when the unit member is a litigant, in any court of the state, or of the United States, shall be entitled to and shall receive, during services as a juror, regular salary less any and all per diem fees, except mileage, which the unit member may be entitled to receive for performing duties as a juror or as a witness.

7.13 Other Paid or Unpaid Leaves

7.13.1 Leaves of absence may be granted, when deemed advisable and feasible, by the Governing Board, upon the recommendation of the Superintendent. Leaves extending beyond three (3) working days must be approved by the Governing Board prior to the leave. A written request for such leave must be made to the Superintendent prior to the

date when such leave is desired.

7.13.2 Generally, a leave of absence is without pay.

7.14 Break in Service

Periods of approved leave of absence, paid or unpaid, shall not be considered a break in service of the unit member. In addition, whenever a unit member is on paid leave, the unit member shall receive all of the benefits provided for by this Agreement, as if the unit member is in an actively employed status. A unit member on an approved unpaid leave of absence may participate in the District's health, dental, and vision insurance at the unit member's own expense.

ARTICLE 8: COMPENSATION

8.1 Salary Schedule

- 811 The Salary Schedule shall include the following longevity increments: When an employee has served the District for six and one-half (6½) consecutive years, a longevity pay increment will become effective; after ten (10) years of consecutive service a second longevity increment will be recognized; after fourteen (14) years of consecutive service, a third longevity increment will be recognized and after nineteen and one half (19½) years of consecutive service, a fourth (4th) longevity increment will be recognized. The salary schedule is attached as Appendix A and incorporated into this Agreement.
- 812 Effective July 1, 2018, the 2017-2018 salary schedule shall be increased by two and one-half percent (2.5%).
- 813 Effective July 1, 2019, the 2018-2019 salary schedule shall be increased by two and one-half percent (2.5%).
- 814 Compensation for the 2020-2021 school year shall be subject to reopener negotiations pursuant to Article 19 of this Agreement.

8.2 Computation of Wages for Pay Purposes

- 821 Wages shall be computed in accordance with the following procedure:
- 8211 The monthly rate of pay set forth for each position in Maintenance/Support classifications shall be divided by 173.33 to produce the hourly rate of pay.
- 8212 The monthly rate of pay set forth for each position in Clerical/Paraeducator/Resource Aide classifications shall be divided by 173 to produce the hourly rate of pay.
- 822 All pay computations shall be based on this hourly rate of pay stated to three (3) decimal places.
- 823 In producing the hourly rate of pay, the calculation shall be carried to the fourth (4th) decimal place in the event that the dividend is not evenly divisible by the third (3rd) decimal place, or prior to that. When the calculation is carried to the fourth (4th) decimal place, the following rule shall prevail in stating an hourly rate of pay calculated to three (3) decimal places. If the number in the fourth (4th) decimal place is four (4) or less, the number in the third (3rd) decimal place shall remain unaffected. If the number in the fourth (4th) decimal

place is five (5) or larger, the number in the third (3rd) decimal place shall be increased by one (1).

8.3 Wages – New Work

In the event the District creates a new job classification, the District and CSEA shall, upon written request by either party, enter into negotiations for the applicable wage scale. Pending final settlement of the proper rate for the new work, the work shall be performed at the rate of pay established. The negotiated pay rate shall become effective on the date the work was first performed.

(This provision is not arbitrable. See Level 4 under Grievance Procedure.)

8.4 Wages – Pay for Temporary Higher Class Work

A unit member may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days within a fifteen (15) day period provided that the unit member's salary is adjusted upward for the entire period the unit member is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside the unit member's normal assigned duties.

8.5 Night Shift

851 In addition to the established wage rates, the District shall pay a monthly differential of five percent (5%) to Maintenance/Support unit members regularly assigned to work a night shift during those months they are assigned night shift duty.

852 While unit members are on the night shift, all leave and benefit pay shall be computed as a total of base pay plus differential pay.

853 Night shift unit members temporarily assigned twenty (20) working days or less) to the day shift shall receive shift differential pay for all such day shift hours worked.

8.6 Overtime

861 All overtime must have approval from the immediate supervisor or Superintendent, before the overtime is worked.

862 Overtime shall be defined as any hours worked in excess of the normal workday or the normal workweek according to the following categories:

863 Full-Time Unit Members

8631 For unit members working a workday of eight (8) hours, overtime shall be considered to be any hours worked in excess of eight (8) hours in any working day or any hours worked in excess of forty (40) hours in one (1) calendar week.

8632 For purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the unit member.

864 Part-Time Unit Members

For unit members working an average workday of four (4) hours or more but not more than six (6), the workweek shall consist of not more than five (5) consecutive workdays, and overtime shall be paid for any work required to be performed on the sixth (6th) and seventh (7th) day following commencement of the workweek.

865 Overtime Rate

8651 Overtime shall be paid at the rate of one and one-half (1 1/2) times the basic straight time hourly rate. All work performed on Sundays and holidays shall be paid for at the rate of two (2) times the basic straight time hourly rate.

8652 Overtime work shall be compensated in cash unless the Superintendent or designee otherwise approves compensatory time off.

8.7 Call Back Pay

871 Any unit member called back to work outside of their standard workday or standard workweek shall be guaranteed a minimum of three (3) hours pay at the overtime rate.

871.1 The District will maintain and provide to unit members at each site a list of employees/classifications who are to be contacted for call-back duty in the normal course of events (e.g., alarms sounding, broken windows, etc.).

871.2 If a unit member not on the list is mistakenly contacted to

provide call-back duty, the unit member shall immediately refer the caller to the appropriate person to be contacted.

87.13 The intent of these provisions is that unit members not on the list should not provide call-back duty except in cases in which unit members on the list cannot provide the service and/or to comply with the specific directions of a supervisor.

872 If a call-back continues for at least six (6) hours, the unit member shall be guaranteed a minimum of eight (8) hours pay at the overtime rate.

873 Call-back time for pay purposes shall begin when the unit member arrives on the job.

8.8 Physical Examinations and Tests

881 The District shall provide, or provide reimbursement for, any District or state required medical examinations or medical tests required as a condition of employment or continued employment.

882 The District will pay for the fee required for renewal of the Bus Drivers' license.

8.9 Continuing Education Incentives

891 Unit members may receive additional compensation for completing job-related education which is beyond the minimum required for the classification held by a unit member.

892 In addition, unit members are eligible to earn credit in areas where the unit member has declared an interest in cross-training in another classification. This credit is subject to District approval of the course work's relevance to the cross-training objective.

893 Credit for compensation may be earned through adult education, community college, college and university classes, conferences, in-service training or correspondence courses. Courses taken while on paid work hours will not be credited toward Continuing Education Incentives.

894 Unit members completing one (1) unit (fifteen (15) hours) of approved course work shall receive eleven dollars (\$11) per semester unit per month. The continuing education incentive pay is effective the pay period following the District's receipt of confirmation of the unit member's completion of the approved course. The maximum total

salary credit which may be received by any unit member is ten percent (10%) of the unit member's annual salary or two hundred dollars \$200) per month, whichever is greater effective July 1, 2018.

895 Unit members must obtain written approval from the unit member's supervisor and Superintendent prior to enrolling in courses for Continuing Education credit.

896 For the purpose of converting conferences and in-service training or correspondence courses, fifteen (15) hours equals one (1) semester unit. Quarter units are converted at the ratio of three (3) quarter units equal two (2) semester units.

8.10 Pay Periods and Pay Checks/Issuance of Paychecks

8.101 Unit members shall be paid once per month, no later than the last working day of the month, except as otherwise scheduled by the San Mateo County Office of Education.

8.102 The time for release of the paychecks on payday shall be determined according to the discretion of each site administrator or supervisor, but no later than the end of the unit member's shift.

8.103 All payments other than regular salary shall be accompanied by a statement of earnings.

ARTICLE 9: FRINGE BENEFITS

9.1 Health Insurance

Medical benefits will be provided by participation in the CalPERS Health Benefits Program, the Public Employees' Medical and Hospital Care Act (PEMHCA). Unit members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA. The District shall make contributions toward CalPERS medical premiums for unit members as described below:

9.1.1 District Basic Unit Member Contribution for Medical Premiums

The amount required by Government Code Section 22892 shall be the District's Basic Unit Member Contribution for medical benefits. This Basic Unit Member Contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan. The District Basic Unit Member Contribution will increase in future years as required by law.

9.1.2 District Supplemental Contribution and Eligibility: Full-Time Unit Member

9.1.2.1 The District shall contribute a supplemental monthly contribution per full-time bargaining unit member toward the purchase of the following insurance programs that when added to the District Basic Unit Member Contribution in Section 9.1.1 will equal eight hundred and forty-six dollars and fifty cents (\$846.50) per month (effective July 1, 2018). Effective January 1, 2019, this supplemental contribution will equal eight-hundred-eighty dollars and seventy-five cents (\$888.75). Effective January 1, 2020, this supplemental contribution will equal nine-hundred-fifteen dollars and forty-two cents (\$915.42)

Health Insurance: CalPERS Health Plan

Dental Insurance: Delta Dental 70, 80, 90, 100 Delta Plan \$3,200 cap)

Life Insurance: Hartford

Vision Insurance: VSP

9.1.2.2 For full-time unit members, any unused District contribution may be applied to dependent coverage on the above programs and/or to supplement the life insurance program.

9.1.2.3 For full-time unit members, any unused portion of the District Supplemental contribution under Section 9.1.2.1 may be received by the unit member as cash back payment, but not to exceed \$8,580 per year

9.2 District Supplemental Contribution and Eligibility: Part-Time Unit Members

9.2.1 Part-time unit members shall receive a pro-rata share of the District's contribution toward health and life insurance premiums based upon the number of hours worked as compared to a full-time unit member.

9.2.2 All part-time unit members qualify for the health insurance programs and must subscribe to the health insurance programs or present evidence of having coverage. In addition, unit members working at least four 4 hours per day qualify for the dental and life insurance programs, and must be subscribers.

9.2.3 For unit members who regularly work four (4) hours or more, the District's unused contribution will be paid as a cash back for each eligible unit member, but not to exceed \$8,580, prorated per FTE.

9.3 Domestic Partner Coverage

The District will provide health benefits for qualified domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code Section or with any local agency registering domestic partnerships.

9.4 Insurance Program Participation Requirements

An eligible unit member must subscribe to the dental and life insurance programs and must subscribe to the health insurance programs or present evidence of having coverage.

9.5 Income Disability Insurance

The District shall provide income disability insurance for each unit member working at least six (6) hours per day.

9.6 Section 125 Participation

Section 125 of the IRS Code salary reductions for the purposes of childcare, elder care, and out-of-pocket medical expenses will be available to eligible unit members.

9.7 Retiree Health Benefits

9.7.1 District's Basic Retiree Medical Benefits Contribution

The District Basic Retiree Medical Contribution will be made pursuant to Government Code Section 22892. This medical only contribution shall be required only to the extent required by law, and only as long as the District participates in the PEMHCA program.

9.7.2 District's Supplemental Contribution to Unit Members Hired On or Before May 31, 2011

9.7.2.1 Eligibility

To be eligible for a District supplemental contribution toward the lower of the basic rates for a single subscriber of the District's health and accident programs, retired unit members of the Las Lomas District must meet the following conditions:

9.7.2.1.1 The unit member must have been employed by the District as a full-time employee prior to retirement.

9.7.2.1.2 The retired unit member must be eligible to draw retirement benefits (non-disability) from the Public Employees Retirement System ("PERS") or State Teachers Retirement System ("STRS"). These unit members have no full-time reemployment rights.

9.7.2.1.3 To be eligible for insurance upon retirement, a unit member must have been eligible for health insurance while an active employee.

9.7.2.1.4 To draw continuous (lifetime) contributions, the retiring unit member must:

9.7.2.1.4.1 have been employed full-time by the District for a period of ten (10) years prior to retirement if the unit member retires at age sixty-five (65) or older; or

9.7.2.1.4.2 prior to retirement, have accumulated beyond ten (10) years of full-time equivalent service an additional year of full-time equivalent service for each year under age sixty-five (65) up to a total of ten (10) additional years.

9.7.2.1.5 In the event a unit member cannot satisfy this lifetime formula at retirement, the unit member shall receive the supplemental District contribution for as many years of full-time equivalent service as is accumulated prior to retirement.

9.7.2.2 District Supplemental Contribution

In addition to the District's Basic Retiree Medical Contribution described in Section 9.7.1, the District will contribute an amount that when added to the District's Basic Retiree Medical Contribution will equal sixty percent (60%) of the premium of the least expensive health insurance program for unit members who retire after December 9, 1999. The unit member will be able to remain in the District's group plan in which the unit member and the unit member's dependents were enrolled prior to retirement, or the unit member may convert to the retiree plan provided by the same carrier. If the unit member continues on the carrier's retiree medical program, both the unit member's premiums and that of enrolled dependents will be deducted from retirement income by the retirement service. The District's contribution will be paid to the unit member at year-end upon certification by the unit member that enrollment was continued in the program.

9.7.2.3 In the event the unit member elects to remain in the District's group dental plan, the unit member must submit a check for the full monthly dental premium to the District and the District must

receive the check no later than the first of each month. Dental insurance coverage may be cancelled if the premium payment is late by forty-five (45) days or more. Unit members remaining in the District's program who do not submit checks will also annually certify that they are still active participants.

9.7.3 Unit Members Hired On or After June 1, 2011

9.7.3.1 Eligibility

To be eligible for a supplemental District contribution toward the lower of the basic rates for a single subscriber of the District's health and accident programs, retired unit members of the Las Lomitas District must meet the following conditions:

9.7.3.1.1 The unit member must have been employed by the District as a full-time employee for a period of ten (10) years prior to retirement.

9.7.3.1.2 The retired unit member must be eligible to draw retirement benefits (non-disability) from PERS or STRS. These unit members have no full-time reemployment rights.

9.7.3.1.3 To be eligible for insurance upon retirement, a unit member must have been eligible for health insurance while an active employee.

9.7.3.2 District Supplemental Contribution

In addition to the District's Basic Retiree Medical Contribution described in Section 9.7.1, the District will contribute an amount that when added to the District's Basic Retiree Medical Contribution will equal sixty percent (60%) of the premium of the least expensive health insurance program. The retired unit member will be able to remain in the District's group plan in which the unit member and the unit member's dependents were enrolled prior to retirement, or the unit member may convert to the retiree plan provided by the same carrier. If the unit member

continues on the carrier's retiree medical program, both the unit member's premiums and that of the enrolled dependents will be deducted from retirement income by the retirement service. The District's contribution will be paid to the unit member at year-end upon certification by the unit member that enrollment was continued in the program. The District's supplemental contribution shall cease when the retiree becomes eligible for Medicare.

- 9.7.3.3 In the event the unit member elects to remain in the District's group dental plan, the unit member must submit a check for the full monthly dental premium to the District and the District must receive the check no later than the first of each month. Dental insurance coverage may be cancelled if the premium payment is late by forty-five (45) days or more.

ARTICLE 10: TRANSFER AND PROMOTION

10.1 Definitions

10.1.1 Transfer

A transfer is movement of a unit member from work site to another work site within the same classification, or the movement of a unit member from one classification to another classification in the same job family with the same salary range designation.

10.1.2 Promotion

Promotion is the movement of a unit member from one classification to another classification within the bargaining unit with a higher salary range designation.

10.1.3 Vacancy

A vacant position is one that is created when a unit member permanently leaves the position or when the District creates a new position.

10.2 Procedure for Filling Vacancies

A unit member shall be given first consideration in filling any job vacancy for which the unit member is qualified. After the announcement of the position vacancy, any unit member may file for the vacancy by submitting written notice to the District Office within the filing period. All unit members filing for any vacancy for which they meet the qualifications shall be interviewed.

10.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of ten (10) calendar days, during which time unit members may file for the vacancy. Unit members who are on vacation or leave and who have notified the District office in writing of their desire to receive notification of the vacancy shall be mailed notice of the job vacancies.

10.2.2 The job notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of days per week and months per year assigned to the position, the salary range and the deadline for filing and filling the vacancy.

- 10.2.3 The unit member is entitled to a conference with the Superintendent or designee regarding the transfer or promotion request.
- 10.2.4 In the event the request for voluntary transfer or promotion is denied, the unit member shall upon request be given reasons in writing for such denial.
- 10.2.5 Unit members' initiated transfers and promotion applications shall be granted or denied prior to initiating involuntary transfers.
- 10.2.6 All transfer and promotion applications shall be considered on the basis of the needs of the District and the qualifications of the unit members. All other conditions being equal (in the judgment of the Superintendent), length of service with the District shall be determinative. The Superintendent shall authorize all unit member transfers and promotions.

10.3 Promotional Probationary Period

A permanent unit member who is promoted shall serve a six (6) month probationary period in the promotional position. A permanent unit member who accepts a promotion and fails to complete the promotional probationary period shall be employed in the classification from which the unit member was promoted.

10.4 Involuntary Transfers

The Superintendent or designee may involuntarily transfer unit members when, in the Superintendent's judgment, such transfers are necessary for the efficient operation of the District.

- 10.4.1 The transferred unit member(s) shall be advised of proposed involuntary transfers and whatever positions are available for involuntary transfers as soon as the information is known with any reasonable certainty by the District.
- 10.4.2 If requested by the transferred unit member(s), a conference shall be held between the unit member(s) and the Superintendent prior to the actual involuntary transfer, at which the parties shall discuss the various options available in lieu of the proposed transfer.
- 10.4.3 The unit member shall be given reason(s) in writing for any transfer initiated by the District.

ARTICLE 11: EVALUATIONS

11.1 Purpose of Evaluation

The purpose of evaluation is to provide the employee with timely feedback concerning their job performance to assist each employee in obtaining their full potential within their job classification.

11.2 Time of Evaluation

All classified bargaining unit members shall be formally evaluated at regular intervals.

11.21 Probationary unit members shall be evaluated at the end of the third (3rd) and fifth (5th) months of employment. "Months of employment," for purposes of this evaluation schedule and for purposes of counting the six (6) month probationary period, shall not include months which are not part of the unit members regular work year (i.e., the summer months which are not part of a nine (9), ten (10), or eleven (11) month unit member's regular work year).

11.22 Permanent unit members shall be evaluated at least once per year, not later than by July 1, and the written evaluation shall be submitted to the District office.

11.3 Persons Responsible for Evaluations

Evaluations shall be made by the unit member's designated administrator and/or supervisor.

11.4 Procedure for Completion of Evaluation Forms

Evaluations shall be made on regular District forms. The original shall be sent to the District office, one (1) copy shall be kept in the files of the designated administrator, one (1) copy shall be given to the unit member.

11.5 Procedure for Evaluation Conference

The completed evaluation form shall be shown to the unit member being evaluated and each item discussed. Both parties will sign the report, and each may write any comments deemed necessary. Signing the report does not indicate that the unit member agrees or disagrees with the report but merely that the unit member has seen it.

11.6 Procedure for Improvement of Unit Member Performance

The immediate supervisor shall confer with the unit member concerning areas of work that need improvement. If improvement is not forthcoming, a formal conference shall be held and recorded according to the following:

- 11.61 The supervisor shall specifically itemize the problem areas and offer positive steps for improvement.
- 11.62 Provide a specific timeline within which improvement must be demonstrated.
- 11.63 The above shall be in writing and signed by both parties, copies of which shall be given to the unit member.
- 11.64 At the conclusion of this timeline, if improvement does not meet with the expectations of the supervisor, the supervisor shall record the evaluation and send a notice to the unit member and to the District Office indicating the deficiency. The unit member retains the right to attach a statement listing any objections.

11.7 Unit Member Evaluation Complaints

- 11.7.1 Unit members who have a complaint about the evaluation should seek satisfaction at the first step possible through normal channels in the following sequence:
 - (1) Evaluator
 - (2) District Office Administrator designated by the Superintendent
 - (3) Superintendent
 - (4) Governing Board

11.8 Exempt From Grievance Procedure

This article on Evaluations is not subject to the provisions of the Grievance Procedure article.

ARTICLE 12: DISTRICT PERSONNEL FILES

- 121 Each unit member shall have the right to inspect the unit member's personnel file upon request, provided that the request is made at the time when such person is not actually required to render services to the District.
- 122 Information of a derogatory nature shall not be placed in the unit member's District personnel file until and unless:
- 12.2.1 the unit member is provided a copy of the material;
 - 12.2.2 the unit member is provided the opportunity to request a conference with the Superintendent to discuss the material and a conference, if requested, is held;
 - 12.2.3 the unit member has had fifteen (15) workdays from receipt of the copy of the material, if no request for a conference is made, or fifteen (15) workdays from the date of the conference, if a request is made, to attach her/his own comments to the derogatory statement; and
 - 12.2.4 the conference shall take place during normal business hours and the unit member and the unit member's representative (if requested) shall be released from duty for this purpose without salary reduction.
- 123 All personnel files shall be kept in confidence, except as otherwise required by law, and shall be available for inspection only to (1) the unit member and the unit member's authorized representative, and (2) other District employees and representatives when necessary in the administration of the District's affairs or the supervision of the unit member. Any person who has examined a personnel file (other than routine access by the personnel file custodian) shall sign and date the space provided in the file.

ARTICLE 13: LAYOFF

13.1 Reasons for Layoff

- 13.1.1 A layoff may occur only for lack of work or lack of funds and shall be accomplished according to Education Code requirements.
- 13.1.2 "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than in which the unit member has permanence, voluntarily consented to by the District, in order to avoid interruption of employment by layoff.

13.2 Layoff Defined

Layoff of classified unit members may occur at the discretion of the District any time that the Governing Board determines that the District has insufficient funds to maintain a given level of service or that the District no longer needs to have the service provided.

13.3 Notice

- 13.3.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights.
- 13.3.2 However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than sixty (60) days prior to the effective date of their layoff.
- 13.3.3 In all other cases, when classified unit members are subject to layoff for lack of work or lack of funds, affected unit members shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- 13.3.4 This Section does not preclude the Governing Board from implementing either of the following actions without providing the notice required above: (1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified unit members; (2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the Governing Board.

13.3.5 The District shall notify CSEA of a pending layoff at least thirty (30) days before the formal layoff notices are mailed to unit members. The District's failure to meet this notification requirement is not grievable and shall not impede the layoff in any way. The District shall concurrently provide CSEA with copies of the layoff notices.

13.4 Order of Layoff

Classified unit members shall be subject to layoff for lack of work or lack of funds. Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by "length of service." The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. For purposes of this section, "class" shall mean a position in the classified service with a designated title.

13.5 Length of Service/Seniority

Length of service/seniority shall be determined by date of hire.

13.6 Displacement/Bumping Rights

13.6.1 Bumping

A unit member shall be entitled to bump or displace other unit members according to the provisions of Education Code Sections 45308 and 45117.

13.6.2 Reemployment Rights

A unit member who elects a layoff instead of bumping another unit member maintains the unit member's reemployment rights under this Agreement.

13.6.3 Voluntary Demotion

A unit member electing a voluntary demotion in lieu of layoff shall receive the rate of pay at the step of the new classification that is closest to, but not exceeding, the former rate of pay.

13.7 Reemployment Rights

13.7.1 Eligibility: Reemployment and Promotional Exams

Persons laid off because of lack of work or lack of funds are eligible for reemployment in accordance with Education Code requirements.

Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

13.7.2 Voluntary Demotions and Reductions

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff from their present positions, rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class still apply.

13.7.3 Voluntary Demotions

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time; but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

13.7.4 CSEA Notification

The District shall notify CSEA in writing of all reemployment offers, including dates the offers were made and the unit member's acceptance or rejection.

13.7.5 Notification of Acceptance/Refusal

Upon receipt of a reemployment offer, a unit member shall notify the District of the unit member's intent to accept or refuse reemployment within three (3) workdays.

13.8 Retirement

A unit member may elect retirement in lieu of layoff. Retirement and reemployment from such retirement shall be accomplished according to the Education Code.

13.9 Effects of The Layoff

Prior to the effective date of a layoff, the District will meet with CSEA, if requested, to negotiate the effects of layoff on unit members.

ARTICLE 14: GRIEVANCE PROCEDURES

14.1 Definitions

14.1.1 Grievance

A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a violation of a specific provision of this Agreement.

14.1.2 Grievant

A grievant is a unit member of the District covered by the terms of this Agreement, or CSEA.

14.1.3 Day

A day is any day in which the District Office is open for business.

14.1.4 Immediate Supervisor

The immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

14.1.5 Purpose

The purpose of this Article is to provide a procedure to resolve disputes about alleged violations of specific provisions of this collective bargaining agreement. The District and CSEA agree that their interests are best served by resolving grievances at the lowest possible administrative level.

14.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

14.3 Formal Level

14.3.1 Level 1 – Appeal to Immediate Supervisor

143.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the grievant's immediate supervisor. Forms are available at the District Office.

14312 This statement shall be a clear, concise statement of the grievance, the specific provision of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

14313 The supervisor shall communicate the decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance is automatically appealed to Level 2.

14314 Within the above time limits, either party may request a personal conference.

14.3.2 Level 2 – Appeal to Superintendent

14321 If the grievant is not satisfied with the decision at Level 1, the grievant may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or designee.

14322 This statement shall include a copy of the original grievance and appeal and the decisions rendered and a clear, concise statement of the reasons for the appeal.

14323 The Superintendent or designee shall communicate the decision to the grievant in writing within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, or if the grievant is not satisfied with disposition of the grievance at Level 2, the grievant may appeal to the next level within ten (10) days of the Superintendent's decision or within ten (10) days after the Superintendent's timeline expired.

14.3.3 Level 3 – Governing Board Decision

The Governing Board shall review the matter in closed session no later than the second regular Governing Board meeting following the meeting at which the request for review is received.

14331 The unit member who filed the grievance will be notified of the meeting at which the Governing Board will conduct its review. These parties may, at their request, be present and give testimony.

14332 The decision of the Governing Board shall be rendered no later than the next regular Governing Board meeting following that at which the review of the grievance has been concluded. The decision shall be communicated in writing to the unit members and CSEA.

14.3.4 Level 4 – Binding Grievance Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, or if no written decision has been rendered within the time lines set forth in Section 14.3.3.2 above, the grievant may, within ten (10) days after the Governing Board's decision (or, if no decision is issued, within ten (10) days after the time line provided in Section 14.3.3.2 above), request in writing that CSEA submit the grievance to arbitration.

14341 CSEA, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person may submit the grievance to binding arbitration and the Governing Board.

14342 In this event, the parties agree that they shall jointly request the State Mediation and Conciliation Service to furnish a panel of five (5) arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the Governing Board representative shall alternately strike names from the arbitration panel and the remaining individual shall be the arbitrator.

14343 If mutually agreed, the parties may agree to an alternate method of selecting an arbitrator.

14344 The fees and the expenses of the arbitrator shall be shared equally by the parties.

14345 Any question that arises as to the arbitrability of the grievance shall be ruled upon by the arbitration prior to hearing the merits of the grievance.

14346 The arbitrator shall limit the decision strictly to the interpretation and application of the specific provisions of this Agreement which may be in issue, and shall be without power or authority to make any decision that is:

14.3.4.6.1 contrary to, or inconsistent with, or modifies, alters, amends, or varies in any way the terms, conditions, or provisions of this Agreement or of applicable law or rules or regulations having the force and effect of law; or that

14.3.4.6.2 involves Governing Board discretion or Board policy not covered by the terms of this Agreement or Board action under all applicable statutes or rules or regulations of the State Board of Education, or matters as to which the Governing Board is without authority to act; or that

14.3.4.6.3 limits or interferes in any way with the powers, duties and responsibilities of the Governing Board under policies not covered by Agreement, applicable statutes, and/or rules and regulations having the force and effect of law.

14347 The arbitrator shall render a decision in writing to both parties setting forth the findings of fact, reasoning and conclusions of the issues submitted. The decision shall be rendered as promptly as possible, shall specify the effective date of the decision, and shall be final and binding on both parties to the dispute.

14.4 General Provisions

14.4.1 Failure to appeal a grievance to Level 3 or 4 within the specified time limits shall be deemed as acceptance of the decisions as rendered. Time allowances set forth in this grievance procedure may be extended by mutual written consent.

14411 Grievance Forms

Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the District and given appropriate

distribution so as to facilitate operation of the grievance procedure.

14412 Personal Conferences

Within the specified time limit, either party may request a personal conference with the other, and such request shall be granted.

14413 A grievant may be accompanied by a person of their own choosing at any stage of the grievance procedure or by a representative of CSEA. The grievant shall be present at all stages of the grievance procedures.

14414 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. No party shall take any reprisals against any other party because of participation in the grievance procedures. During the pendency of any proceeding, and until final determination has been reached, all proceedings shall be private and any preliminary dispositions shall not be made public without the written agreement of all parties.

14415 Reasonable release time shall be provided the grievant and one (1) CSEA representative at a time when mutually agreed to by the grievant and the management employee involved at any level.

ARTICLE 15: EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

- 15.1 The Superintendent or designee and the representatives of the Association shall meet, upon request of CSEA or the Superintendent, at a mutually agreeable time(s) to discuss matters that may be of concern to either party. The purpose of this Committee is to provide the opportunity for consultation and is not intended as a substitute for the negotiating process.
- 15.2 Consultation on holidays and special overtime projects shall be referred to this Committee.

ARTICLE 16: SAFETY AND WORKING CONDITIONS

- 161 The District shall furnish safe tools and a healthful place of employment and shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 162 A safety committee shall be composed of the Shop Steward or other CSEA representative and the Superintendent or designee. The committee shall review health, safety, sanitation, and working conditions for unit members in the unit to ensure compliance with 16.1 above.
- 163 Reasonable release time, including time to attend safety workshops, institutes, and conferences shall be granted upon approval of the Superintendent.
- 164 This provision is not subject to grievance arbitration. See Level 4 under Grievance Procedure.

ARTICLE 17: DISCIPLINARY PROCEDURES

17.1 Definition of Probationary Period and Permanent Status

17.1.1 The probationary period of all bargaining unit members shall be six (6) calendar months and shall include days of absence for illness or injury to which the unit member is entitled without loss of pay pursuant to the requirements and authority of Education Code Section 45191. The six (6) month probationary period shall not include months that are not part of the unit member's regular work year.

At the District's discretion and with prior notice to CSEA, the District may extend a unit member's probationary period to twelve (12) months to give the unit member an opportunity to grow into the position. The District's decision to extend a probationary period shall not be subject to Article 14 Grievance Procedure.

17.1.2 During the probationary period, any bargaining unit member shall be subject to disciplinary action, including termination for any reason. A unit member shall not have a right to a hearing regarding any disciplinary action taken during the probationary period, and "cause" shall not be required.

17.1.3 Upon satisfactory completion of the probationary period a bargaining unit member is designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in this Article.

17.2 Definition of Disciplinary Action

Disciplinary action shall be defined as dismissal, suspension, demotion, or reduction of pay step in class without a unit member's voluntary consent, except a layoff for lack of work or lack of funds. Oral or written warnings, letters of reprimand, or counseling memos are not subject to the disciplinary procedures of this Article.

17.3 Cause for Discipline

17.3.1 A permanent bargaining unit member shall be subject to disciplinary action for cause. Cause for discipline shall include but is not limited to the following:

17.3.1.1 Incompetency.

17.3.1.2 Inefficiency.

- 17.3.1.3 Absence without authorization or sufficient reason.
- 17.3.1.4 Chronic absenteeism or tardiness.
- 17.3.1.5 Abuse or misuse of sick leave or any other leave privileges.
- 17.3.1.6 Being under the influence of alcohol or controlled substances without authorization while on duty or using or possessing alcohol or controlled substances without authorization while on duty. "Controlled substance" means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance defined in state or federal law.
- 17.3.1.7 Insubordination.
- 17.3.1.8 Dishonesty.
- 17.3.1.9 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, gender, sexual orientation, or age, against students, members of the public, or other employees while acting in the capacity of a District employee.
- 17.3.1.10 Unlawful retaliation against any District officer, employee, student, or member of the public who, in good faith, brings to the attention of any appropriate authority any information relative to actual or suspected violation of any state or federal law occurring on the job or directly related to job responsibilities.
- 17.3.1.11 Conviction of a felony, conviction of any sex offense made relevant by law, or conviction of a misdemeanor that adversely impacts the unit member's ability to perform the duties and responsibilities of the unit member's position. A plea or verdict of guilty or a conviction following a nolo contendere plea constitutes a conviction for this Article's purposes.
- 17.3.1.12 Immoral conduct.
- 17.3.1.13 Violation of or refusal to obey the laws of the state, or the District's rules, regulations, policies, or procedures.

- 17.3.1.14 Discourteous treatment of members of the public, students, or other employees while on duty.
- 17.3.1.15 Any conduct harmful to the welfare of the schools or the students.
- 17.3.1.16 Failure to adequately perform the requirements of the position held.
- 17.3.1.17 Failure to work harmoniously with others, to the District's detriment.
- 17.3.1.18 For employees who drive a vehicle in the regular course of their employment:
- loss of the employee's driver's license; or
 - any restriction or limitations on the employee's driver's license or ability to drive ordered by the Department of Motor Vehicles or any other lawful authority; or
 - failure to maintain a good personal or business driving record; or
 - failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- 17.3.1.19 Neglect of duty.
- 17.3.1.20 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 17.3.1.21 Falsifying any information submitted to the District.
- 17.3.1.22 Willful damage to District property, waste of District supplies or equipment, or excessive carelessness with District property or funds.
- 17.3.1.23 Theft of District funds or property.

- 17.3.1.24 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
 - 17.3.1.25 Offering of anything of value, or offering any service, in exchange for special treatment in connection with unit member's job or employment, or the acceptance of anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
 - 17.3.1.26 Engaging in unlawful political activity during assigned hours of work.
- 17.3.2 No disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent, nor for any cause that arose more than two (2) years preceding the date the notice of intent was filed unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

17.4 Progressive Discipline

17.4.1 Progressive Discipline

The following progressive discipline procedures shall usually be applied in disciplinary actions for conduct that is generally subject to remediation.

- 17.4.1.1 Verbal Counseling/Warning. Verbal counseling/warning may result in a post-conference summary memorandum that describes when the meeting occurred, who was present, and what was discussed. A copy shall be placed in the unit member's personnel file.
- 17.4.1.2 Written Reprimand. A copy shall be placed in the unit member's personnel file. The unit member has the right to write a response and that response shall be attached to the reprimand and retained in the personnel file.
- 17.4.1.3 Suspension Without Pay. Suspension usually shall not be used unless the unit member has received a written reprimand about similar actions.

17.4.1.4 Demotion or Dismissal. Demotion or dismissal will be used when an employee's conduct does not meet District standards after other progressive discipline procedures have been utilized. But the District may demote or dismiss a unit member without first suspending the employee for similar conduct.

17.4.2 Discipline Without Progression

Nothing in this Article shall prohibit the District from disciplining a permanent unit member for just cause, up to and including termination in instances where the District determines that remediation is inappropriate.

17.5 Procedure for Discipline

17.5.1 Preliminary Written Notice

17.5.1.1 A permanent classified employee shall receive a preliminary written notice of the proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective.

17.5.1.2 Any known written materials, reports, or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.

17.5.1.3 (Skelly Meeting) The unit member shall have the right to respond either orally or in writing, or both within ten (10) calendar days to the Superintendent or designee. The purpose of the meeting shall be to permit the unit member to respond to the charges against the unit member, to offer information regarding the proposed discipline, and to examine the materials, if any, on which the proposed disciplinary action is based.

17.5.1.4 The Superintendent or designee shall consider the unit member's response and within fifteen (15) calendar days recommend that the proposed disciplinary action either be taken or not taken.

17.5.2 Notice of Intent to Discipline

Any permanent unit member against whom disciplinary action is initiated by the District shall be given written notice by the Superintendent or designee of the specific charges against the unit member. CSEA shall receive a copy of any Notice of Intent to Discipline a bargaining unit member.

17.5.3 Employee's Status

17.5.3.1 Except as provided below, any bargaining unit member against whom a recommendation of discipline has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending any appeal.

17.5.3.2 Administrative Leave. Any permanent unit member may be placed on administrative leave from duty with pay pending a determination of whether or not the Superintendent will recommend discipline.

17.5.3.3 Unpaid Suspension. A unit member against whom dismissal is recommended shall be suspended without pay from the date of the Notice of Intent to Dismiss until the effective date of the unit member's dismissal. If the proposed dismissal is not sustained, the District will pay back pay to the unit member for any portion of the unpaid suspension that is not upheld.

17.5.4 Sex or Controlled Substance Offenses: Compulsory Leave

17.5.4.1 Any unit member charged with the commission of any sex offense as defined in but not limited to Education Code Section 44010, or with the commission of any controlled substance offense as defined in but not limited to Education Code Section 44011, may be placed on compulsory leave of absence pending a final disposition of the charges.

17.5.4.2 A unit member placed on compulsory leave shall continue to be paid his/her regular salary during the leave if the employee furnishes to the District a suitable bond to guarantee that the unit member will repay the salary paid during the compulsory leave in case the unit member is convicted of the charges, or fails to return to service following expiration of the compulsory leave. If the unit member does not furnish a bond and if the unit member is

acquitted of the offense, or the charges dropped, the District shall pay to the unit member the full amount of salary that was withheld during the compulsory leave when the unit member returns to service.

17.5.5 Appeal of Disciplinary Action to Advisory Arbitration

- 17.5.5.1 Time to Appeal. Within ten (10) days of the date of the written Notice of Intent to Discipline, the unit member may appeal the disciplinary action to advisory arbitration by submitting a written notice of appeal to the Superintendent. In the absence of a timely written appeal notice filed by the unit member, the proposed disciplinary action shall be effective on the date identified in the Notice of Intent.
- 17.5.5.2 Arbitrator Selection. The District shall select an arbitrator with experience in California public employee discipline.
- 17.5.5.3 Costs. The fees and expenses of the arbitrator and court reporter shall be borne by the District. If any party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties request one (1) transcript, the total costs of the transcript shall be divided equally between the parties.
- 17.5.5.4 Scheduling the Hearing. After the arbitrator has been selected, the arbitrator shall set the matter for hearing. Hearing(s) shall be held on workdays, unless mutually agreed otherwise.
- 17.5.5.5 Evidence. The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make the admission of the evidence improper over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious

evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

17.5.5.6 Exclusion of Witnesses. The Arbitrator may, in his/her discretion, exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member and their respective representatives. When hearing testimony that may bring disrepute to persons other than the accused unit member, all persons not having a direct interest in the hearing may be excluded.

17.5.5.7 Burden of Proof. The District bears the burden of proof of substantiating the charges.

17.5.5.8 Arbitrator's Advisory Authority. The arbitrator's advisory opinion shall assess whether sufficient cause exists for disciplinary action in accordance with accepted arbitral standards of contract interpretation and "just cause."

17.5.5.9 Continuances. The Arbitrator may grant a continuance of any hearing upon such terms and conditions as the Arbitrator may deem proper. The unit member shall remain on unpaid suspension for the period of any continuance. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

17.5.5.10 Advisory Decision. The arbitrator's proposed decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions. A copy of the proposed decision will be submitted to the Governing Board, CSEA, and the unit member.

17.5.6 Governing Board's Decision

17.5.6.1 After the Board receives the arbitrator's proposed decision, the Board may:

- (1) Adopt the proposed decision in its entirety;
- (2) Reduce the discipline set forth in the proposed decision and adopt the balance of the proposed decision;

- (3) Reject a proposed reduction in discipline, approve the discipline sought by the District or any lesser penalty, and adopt the balance of the proposed decision;
- (4) Reject the proposed decision in its entirety.

17.5.6.2 If the Board rejects the proposed decision in its entirety, each party shall be notified and the Board may decide the case on the record including the transcript, with or without taking additional evidence, or may refer the case to the same or another arbitrator to take additional evidence. If the case is assigned to an arbitrator, he/she shall prepare a proposed decision, as provided above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to the unit member and CSEA within ten (10) days after the proposed decision is filed by the Board.

17.5.6.3 The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any.

A copy of the Board's Decision shall be delivered to the unit member and his/her designated representative and to CSEA personally or by mail. The decision of the Board shall be final.

ARTICLE 18: RECLASSIFICATION

- 18.1 Reclassification Procedures Purpose and Guidelines – The sole purpose of this Article is to provide a uniform system for the individual unit member to be able to request reclassification.

The purpose of these procedures is to determine whether the duties that a unit member is performing are significantly different from those outlined in the job description. The reclassification procedure requires analyzing the existing job description against the actual duties being performed. Job descriptions are not intended to be exhaustive lists of duties, knowledge or abilities associated with the classification, but are intended to accurately reflect the principal job elements.

The purpose of a reclassification is not to achieve a comparability wage adjustment, to reward high quality work, or to address a change in the volume of work caused by a change in the job requirements.

18.2 Request for Reclassification

- 1821 An individual unit member may request that his/her position be reclassified. A unit member who believes that he/she is performing duties out of his/her job classification shall inform his/her evaluating supervisor and CSEA in writing by October 15. Before November 10, the unit member, evaluating supervisor, District designee(s), and CSEA shall meet to discuss the additional duties that the unit member believes he/she has been requested/required to do and the unit member's rationale for a reclassification.
- 1822 If the unit member, evaluation supervisor, CSEA, and District designee(s) are unable to resolve the issues(s) related to the additional requested/required duties, the unit member may submit a reclassification request and supporting documentation to the Human Resources Office no later than November 15.
- 1823 Reclassification requests which are mutually agreed to and have been reviewed by CSEA, will be sent to the Governing Board for approval at the next regularly scheduled board meeting.
- 1824 Nothing in this Article shall preclude the District's right to initiate reclassification.

18.3 Reclassification Process

1831 All requests which meet the criteria below shall be reviewed by a three-member panel which shall include one (1) CSEA appointee, one (1) management appointee, and a neutral appointee mutually selected by both parties.

18.3.1.1 The cost of the neutral appointee, if any, shall be borne by the District.

18.3.1.2 The review panel shall meet in December and January if necessary to complete its task.

18.3.1.3 The recommendation of the panel shall be advisory and forwarded to the Superintendent. The Superintendent shall make a recommendation to the Governing Board who will take final action.

18.3.1.4 A copy of the panel's recommendation will be submitted to the unit member.

1832 The unit member requesting the reclassification shall bear the burden of proof with respect to presenting his/her facts and substantiating evidence to the review panel.

18.3.2.1 The evaluating supervisor may be asked by the panel to comment in writing or verbally with respect to the unit member's request and analysis of his/her assigned job duties.

18.4 Reclassification Criteria – Reclassification can occur for the reasons indicated below:

1841 Significantly new job duties are permanently added to the job or job description by the evaluating supervisor.

1842 Significantly new or increased responsibilities (other than increased workload) have been permanently added to the position by the evaluating supervisor.

1843 The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.

1844 New or increased duties that a unit member has assumed without the supervisor's knowledge or approval do not constitute a basis for reclassification, and the District may direct a unit member to stop

performing duties assumed by the unit member.

1845 Workload increases will not be considered a basis for reclassification. (“Workload” means volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.)

1846 Seniority or length of service in the position shall not be a basis for reclassification.

18.5 Authority of the Review Panel – The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed and may recommend to the Superintendent the following when considering requests for reclassification:

1851 A confirmation that the duties performed are consistent with those of the job description,

1852 Based on the normal evolution of job duties, a modification or updating of the existing job description and/or job title,

1853 Based on a significant change in job duties, a change to a higher existing classification and/or a range placement change,

1854 Based on a significant change in job duties, creation of a new classification or range.

18.6 Final Decision

1861 The panel’s recommendation shall be forwarded to the Superintendent. The Superintendent shall make a recommendation to the Governing Board and notify the unit member within five (5) days of the Board’s decision. Reclassification decisions cannot be appealed, and this Article 18 is not subject to the Grievance Procedure, Article 14.

1862 All approved reclassifications shall take effect retroactive to October 1 of that school year.

18.7 General Provisions

1871 Reclassification Salary: Upon reclassification upward of a position, the position shall be assigned a range at least one range higher than the former range. The incumbent in the reclassified position shall be reclassified with the position, and placed on a step, which will result

in at least a five percent (5%) salary increase. Reclassification shall not change an unit member's anniversary date.

18.72 Working Out of Class: If it is agreed that the unit member has been working out of class, but is not being reclassified, then the unit member will be notified in writing that she/he is no longer responsible for the out of class duties. The unit member will be paid appropriate out of class pay (Article 8.4) retroactively from October 1 of the current school year to the date of notification to the unit member to stop performing the out of class duties.

ARTICLE 19: MISCELLANEOUS PROVISIONS

19.1 Declaration of Emergency

The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of an emergency. Any amendment, modification, or rescission shall last only for the duration of the emergency.

19.11 An “emergency” shall be defined as those unforeseen circumstances arising from a natural disaster, those unforeseen circumstances arising from a natural disaster, national or state emergency, epidemic, riot, police action, legislative, legal or judicial decisions, initiative or referendum or other incidence which substantially interrupt or threaten to interrupt the normal District operation and require action.

19.12 The determination of whether or not an emergency exists as defined in this article is solely within the discretion of the Governing Board.

19.13 The District shall publicly announce any amendment, modification, or rescission of policies and practices together with the specific facts which constitute the existence of the emergency. Any amendment, modification, or rescission shall last only during the term of the emergency.

19.2 Completion of Meet and Negotiate

19.21 This Agreement represents and incorporates the final and complete understanding by the parties of all bargainable issues which were or could have been subject to negotiations. Neither party shall be required to negotiate with respect to any bargainable issues during the life of this contract. All or any portion of this contract may be re-negotiated by the mutual agreement of the parties.

19.22 For the fiscal year 2020-2021 the parties expressly agree to reopen Article 8: Compensation.

19.23 During the 2020-2021 fiscal year, the parties will commence bargaining over a successor contract. Both parties will sunshine their initial proposals no later than the November 2020 Governing Board meeting.

19.3 Savings Clause

If any article, section, or clause of this Agreement is declared illegal or rendered invalid by a court of competent jurisdiction or by legislative act, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.

ARTICLE 20: TERM/DURATION OF AGREEMENT

Except as stated in specific sections of this Agreement, this Agreement shall become effective on July 1, 2018, pending District Governing Board ratification, and shall remain in effect up to and including June 30, 2021.

Dated: June 12, 2018

Dated: June 12, 2018

For CSEA

For the District

Michelle Pett

Joe R. Miller