

AGREEMENT

Between The

AZUSA UNIFIED SCHOOL DISTRICT

And The

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AZUSA CHAPTER 299

Effective

July 1, 2017 through June 30, 2020

1 AGREEMENT

2
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1 AGREEMENT

2
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4 THIS AGREEMENT, made and entered into this 9th day of May, 2017 by and
5 between the Azusa Unified School District, whose address is 546 South Citrus Ave.,
6 Azusa, California 91702-0500, hereinafter referred to as the "District," and the
7 California School Employees Association and its Chapter 299, whose address is P.
8 O. Box 500, Azusa, California 91702-0500, hereinafter referred to as the
9 "Association."

10
11 WITNESSETH:
12 ARTICLE I
13 RECOGNITION
14
15

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

20
21 Included: All of the following designations and groupings of positions and
22 classifications:

23
24 Administrative Services

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

1 Business Services

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

10
11 Nutrition Services

12
13 Food Service Worker I Lead Food Service Worker II
14 Lead Food Service Worker I Food Service Worker III
15 Food Service Worker II Food Service Truck Driver
16

17 Maintenance-Operations-Transportation

18
19 Athletic & PE Aide (H.S.) Maintenance II
20 Custodian Technology Worker II
21 Bus Driver Groundskeeper III
22 Groundskeeper I Maintenance III
23 Maintenance I Groundskeeper III-Crew Leader
24 Technology Worker I Lead Mechanic
25 Groundskeeper II Technology Worker III
26 Lead Custodian Mechanic II
27 Operations & Events Tech I Mechanic III
28 Operations & Events Tech II
29

30 School Clerical and Services

31
32 Noon Supervisor*
33 Instructional Aide Health Aide II
34 Library Aide – Elementary School Computer Lab Aide II-Adult Education
35 Instructional Aide-Special Education Instructional Aide-Computer Lab II
36 Instructional Aide-Bilingual Intermediate School Student Body Clerk
37 Instructional/Community Aide-Bilingual Paraeducator III
38 Student Support Assistant Braille Transcriber
39 Community Liaison Aide Campus Aide (High School)
40 Community Aide – Bilingual Preschool Aide
41 Paraeducator I Library Clerk-Intermediate School
42 Paraeducator II High School ASB Clerk

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

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

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

11

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

15

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

28

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

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1 ARTICLE II
2 ASSOCIATION RIGHTS AND RESPONSIBILITIES
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4

5 A. Access
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7 Authorized Association members shall, in accordance with the
8 conditions noted herein, have the right of reasonable access to District facilities for the
9 purpose of contacting unit members, and transacting lawful Association business.
10 Upon arriving at a school site, the Association representative shall first report to the
11 office of the site administrator/supervisor to announce his or her presence and the
12 intended purpose and length of visit.
13

14 In no event shall any representative or unit member interrupt or interfere
15 in any way with normal work. Contacts with unit members shall be limited to times
16 such as District designated breaks, lunch periods, and before and after work.
17

18 The Association may utilize District facilities outside of District operation
19 hours for meeting purposes, subject to the provisions of the Civic Center Act.
20

21 B. Distribution and Posting of Materials
22

23 The Association may distribute organizational literature on District
24 property, provided it conforms to the content restrictions in Section D hereof, and does
25 not interfere in any way with District business. No person shall distribute literature on
26 District property in a place or manner which distracts unit members who are
27 performing their duties. Literature may be distributed, or left for pickup, in coffee
28 rooms, faculty lounge rooms and in other appropriate site locations as designated by
29 the site administrator/supervisor.
30

31 The Association shall have the right to post notices of Association
32 concern (consistent with Paragraph D hereof) on bulletin boards. (There shall be at
33 least one (1) District designated Association bulletin board at each school or
34

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

4
5 C. Use of Site Mail Boxes

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

13
14 D. Content Restrictions

15
16 Any literature to be distributed or posted must not be slanderous,
17 obscene, or hold any individual to ridicule. It must be dated and must identify the
18 person and organization responsible for its content and distribution.

19
20 E. Released Time

21
22 The Association President, or designee by mutual agreement, shall
23 receive thirty seven (37) days of released time to be used one full day per week, during
24 the same day each week as determined by the Association President. The
25 Association President, as a condition of receiving the released time, must notify the
26 District, in writing, each year of the day to be used and the thirty seven (37) weeks in
27 which the Association President will be taking released time. A full day is defined as
28 a regular work day of the President.

29
30 Released time shall be granted for delegates to attend the CSEA Annual
31 Conference. The District shall grant fully paid days of release time, not to exceed
32 fifteen (15) paid days, for the purpose of attending the CSEA Annual Conference.
33 Paid release time can only be used by employees who are on duty at the time of the
34 conference up to a maximum of five (5) days per employee.

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

7
8 F. List of Unit Members

9
10 The District will make a good faith effort to supply the Association, by
11 November 1 of each year, a complete list of all bargaining unit members by current
12 classification, work location, hire date and home address, excluding bargaining unit
13 members who have previously requested that their address not be provided by the
14 District.

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

19
20
21 G. Release Time to Unit Members

22
23 The District agrees to provide release time to unit members one time
24 each year, not to exceed one hour, to attend a scheduled District-wide Association
25 meeting. Release time shall be available only to unit members that agree to adjust
26 their work schedule on the day of the Association meeting to make up the one hour
27 loss of work time. The adjustment of work schedule shall be subject to prior approval
28 by the unit member's immediate supervisor. The scheduling of the Association
29 meeting shall be determined by mutual agreement by the Association and District.

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ARTICLE III
AGENCY FEE

A. Organizational Security

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

2. An employee in the bargaining unit who is a member of the Association on the effective date of this agreement shall continue his/her membership in good standing as it pertains to payment of dues for the duration of this Agreement as a condition of continued employment.

3. Any new unit member shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit become a member of the Association, or pay the Association a service fee. There will be no charge to the Association for such mandatory agency fee deductions.

4. A unit member may not revoke his/her membership or dues payment during the term of this Agreement. Membership can be revoked only at the end of this Agreement.

B. Religious Objection

1. **A written request for religious exemption must be forwarded to CSEA and is subject to verification by the Association.** Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting an employee organization shall not be required to join or financially support CSEA except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

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- a. City of Hope
- b. American Cancer Society
- c. American Heart Association

2. Those who object to joining or financially supporting employee organizations shall submit proof of payment on an annual basis to the Association and the District as a condition of continued exemption. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 1 of each year.

C. Dues and Service Fee Deductions

1. The Association has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.

2. The employer shall deduct, in accordance with the Association’s dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the employee.

3. The employer shall, without charge, pay to the Association within thirty (30) days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this agreement.

4. Along with each monthly payment to the Association, the employer shall, without charge, furnish the Association with an alphabetical list of all employees in the bargaining unit that are paying dues, identifying them by name, social security number, and indicating the amount deducted, if any, and whether such deduction is for dues.

1 5. Nothing contained herein shall prohibit an employee from paying
2 service fees directly to the Association.

3
4 6. The employer shall immediately notify the Association chapter
5 treasurer if any member of the bargaining unit revokes a dues, service fee or payment
6 in lieu of service fee deduction authorization.

7
8 7. The employer shall deduct and pay to the Association service
9 fees for each bargaining unit employee who is not an Association member in good
10 standing and who is obligated to pay such fees, pursuant to this Agreement, unless
11 the Association notifies the employer that the employee is paying such fees directly to
12 the Association. A payroll deduction authorization form shall not be required for such
13 deductions.

14
15 D. Condition of Employment

16
17 1. The parties to this Agreement acknowledge that CSEA has
18 notified the employer to implement the provisions of Government Code 3546(a),
19 requiring as a condition of employment, the deduction of CSEA dues or fair share fee
20 from the wages or salary of every bargaining unit member. This Agreement requires
21 an employee as a condition of continued employment to either join the recognized or
22 certified employee organization or to pay the organization a service fee in the amount
23 not to exceed the standard initiation fee, periodic dues, and general assessments of
24 the organization for the duration of this Agreement.

25
26 E. Hold Harmless

27
28 1. As a condition to this Article, the Association agrees to indemnify
29 and financially hold harmless the District, its Board of Education, each individual Board
30 of Education member, and all administrators of the District against any and all claims,
31 demands, costs, lawsuits, including attorney fees for attorneys individually chosen by
32 the District, Board of Education, each individual Board of Education member and all
33 administrators of the District for the purpose of defending said persons or District, or
34 any other form of liability of expense, including but not

1 limited to, all court or administrative agency costs that may arise out of or by reason
2 of action taken by the District for the purpose of complying with this Article. As a
3 condition precedent to the enforcement of this Article of this Agreement, the
4 Association, in addition to itself agreeing to indemnify the expenses as provided herein
5 shall cause its parent organization, the California School Employees Association, to
6 agree in writing to indemnify, guarantee and hold financially harmless the District, its
7 Board of Education, each individual Board of Education member and all administrators
8 from liabilities and expense in terms exactly consistent with the Association's duties
9 and obligations as contained herein.

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ARTICLE IV
JOB VACANCY

A. Posting of Notice

An opening to be posted shall consist of four (4) or more hours per day. Other declared vacancies may be posted as needed. Additionally, the District shall have a program to inform employees of available part-time positions.

1. The District shall post job vacancies on employee bulletin boards at each District job site.

2. The job vacancy notice shall be posted for a minimum period of five (5) working days.

3. Any unit member who will be on leave or layoff during the posting period shall be mailed a copy of the notice on the date the position is posted if requested in writing by the unit member.

4. All openings for the positions of Maintenance I or Groundskeeper I shall be flown inside only for five (5) days. If three or more applicants are found, the District shall interview only the inside candidates that meet the minimum qualifications of the position. If at the end of five (5) working days the District has not received three (3) or more qualified applicants, the District shall fly the position again requesting inside and outside candidates.

B. Content of Notice

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, months per year assigned to the position, the salary range, and the deadline for applying for the vacancy. The notice shall also include the intended number of hours per day and days per week. The assigned job site shall be included if known. The job title on the job vacancy notice will be the same as the title listed in Article I.

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C. Application

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

D. Selection

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

1. Screening

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

2. Interview

The interview committee shall consist of the following:

- a. Human Resources Department's administrative representative
- b. Management/Supervisor
- c. CSEA Appointee
- d. Classified employee from a school site or District Office Department other than the school site or District Office Department for which the position is being filled.

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

- a. Accounting
- b. Purchasing
- c. Nutrition Services
- d. Maintenance

- 1 e. Operations
- 2 f. Transportation
- 3 g. Pupil Personnel
- 4 h. Bilingual Services
- 5 i. Student Achievement
- 6 j. Certificated Personnel
- 7 k. Classified Personnel
- 8 l. New Teacher Support
- 9 m. Management Information Services

10

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

15

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

22

23 The interview committee shall deliver the names of three (3) top scoring
 24 applicants to the management/supervisor for final selection.

25

26 3. Final Determination

27

28 Management/Supervisor shall select one of the top three (3) scoring
 29 applicants for the available position or declare that no suitable candidates can be
 30 determined in which case the vacancy would be posted again for application. The
 31 District shall notify the Association if the District determines to post the opening again.
 32 The District shall not have any non-management employees present for any final
 33 interview process to select one of the top three (3) scoring applicants. The final
 34 determination shall be made by the District.

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E. Restrictions

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

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

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

A unit member serving their 1st probationary period with the District may not submit an application or request a voluntary transfer for any available position in the District.

F. Summer Employment

When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular academic year, the work shall be assigned to the most qualified bargaining unit employee(s) as determined by the District. Unit member positions that are determined by a hiring panel shall include a CSEA representative on the panel.

An employee who accepts a summer assignment shall receive, on a prorated basis, no less than the compensation and statutory benefits applicable to that classification during the regular academic year. This includes accrual of leaves, appropriate placement on the salary schedule at the step closest to the unit member's regular assignment during the academic year. Unit members who do not have health benefits during the academic year shall not receive them if their assignment during summer places them in a benefit eligible position.

Bargaining Unit employees assigned to the regular District-wide summer session may have their assignment terminated at any time for reasons including, but not limited to, financial impact, extended/long term absences or lack of work.

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ARTICLE V
HOURS AND OVERTIME

A. Workweek

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

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

B. Workday

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

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C. Reduction in Assigned Time

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

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

D. Adjustment of Assigned Time

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

E. Lunch Periods

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

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

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

1 F. Rest Periods

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

 G. Overtime

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

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

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

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

1 2. If the District establishes a workday of less than eight (8) hours
2 but seven (7) hours or more and a workweek of less than forty (40) hours, but thirty-
3 five (35) hours or more for all of its classified positions or for certain classes of
4 classified positions, all time worked in excess of the established workday and
5 workweek shall be deemed to be overtime.
6

7 3. Substitute employees or unit members out of the classification
8 may not be assigned any overtime until all regular unit members of the classification
9 have been offered the assignment. This shall apply to the job site where the overtime
10 work is to be performed.
11

12 H. Call-Back-Time
13

14 Any unit member called back to work, either after normal working hours
15 or on a day said unit member is not scheduled to work, shall receive a minimum of
16 two (2) hours pay at the appropriate overtime rate provided in this Agreement
17 irrespective of the actual time being less than that required to be worked, or in the
18 event of cancellation of assignment upon arrival at work site, such as cancellation of
19 bus trip.
20

21 I. Compensatory Time-Off
22

23 1. The District may grant compensatory time-off at a rate of one hour
24 of compensatory time for each hour worked, except when the unit member works
25 overtime as defined in Article 5, Section G, in which case the unit member would earn
26 1 ½ hours of compensatory time for each hour worked.
27

28 2. Except in cases when the efficient operation of the District would
29 be adversely affected, compensatory time shall be taken at a time mutually acceptable
30 to the unit member and the District within six (6) months of the date on which it was
31 earned. The District shall pay the unit member by warrant in lieu of earned
32 compensatory time not taken by the unit member within the six (6) month period in
33 which it was earned. Such pay shall be paid at the unit member's hourly rate of pay
34 at the time the compensatory time was earned. A unit member may accumulate, with
35 District approval, up to 240 hours of compensatory time-off to be used in lieu of cash
36 compensation for overtime.
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3. All compensatory time-off shall be documented on an appropriate form at the work site.

J. Right of Refusal

Unit members shall have the right to reject any offer or request for overtime or unscheduled work, except in an emergency situation as determined by the District.

K. Stand-by Time

All stand-by time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

L. Minimum Day Schedule

A unit member's scheduled assignment of hours worked shall not be shortened by any minimum day school schedule.

M. Requested or Implied Work

Requested or implied work performed by a unit member in the same classification shall be considered paid time at the appropriate rate, either straight time or overtime. All work performed without the knowledge of the site manager or designee shall be without compensation.

N. Minimum Day Release

All five (5) or more hours bargaining unit members shall be entitled to be released from duties one (1) hour early on any day that is scheduled on the Traditional School Attendance Calendar as a minimum day for both students and staff.

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

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

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

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

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ARTICLE VI
PERSONNEL FILES

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

A. Review of Files

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

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

B. Information of a Derogatory Nature

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

C. Access

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

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ARTICLE VII
PROGRESSIVE DISCIPLINE

A. Definition

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

B. Discipline Steps

1. Verbal Warning

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

2. Written Warning

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

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

9
10 3. Letter of Reprimand

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

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30 4. Post Letter of Reprimand Discipline

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

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ARTICLE VIII
EVALUATION PROCEDURE

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A. General

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

10
11 The District retains the responsibility for the evaluation and assessment
12 of performance of each unit members, subject only to the following procedural
13 requirements. Accordingly, no grievance arising under this Article shall challenge the
14 substantive objectives, standards or criteria determined by the evaluator or District,
15 nor shall it contest the judgment of the evaluator. Any grievance shall be limited to a
16 claim that the following procedures have been violated.

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19

B. Evaluation Frequency

20 Unit members serving a probationary period during their first twelve (12)
21 months of employment shall be evaluated three times during the probationary period.
22 The first (1st) evaluation shall be due in or near the third (3rd) months of the
23 probationary period, the second (2nd) evaluation shall be due in or near the seventh
24 (7th) month of employment and the final (3rd) evaluation shall be due in or near the
25 eleventh (11th) month.

26
27 Permanent unit members shall be evaluated once every other year
28 unless the unit member received an overall unsatisfactory evaluation. If a permanent
29 unit member receives an overall unsatisfactory evaluation, the unit member shall be
30 evaluated no later than May 28 of the year in which the unit member received the
31 overall unsatisfactory rating. If the unit member subsequently receives another overall
32 unsatisfactory evaluation on the subsequent evaluation on or before May 28, the unit
33 member shall be formally evaluated no later than November 28 of the year in which
34 the unit member received the initial overall unsatisfactory evaluation.

1 Unit members who have been promoted and/or unit members who have
2 initiated a transfer, in accordance with Article XI, shall be evaluated three times during
3 their probationary period. The probationary period is nine (9) months. The first (1st)
4 evaluation shall be due in or near the third (3rd) month of the probationary period, the
5 second (2nd) evaluation shall be due in or near the sixth (6th) month of employment,
6 and the final (3rd) evaluation shall be due in or near the eighth (8th) month. If a unit
7 member fails to complete their probationary status after being promoted, the unit
8 member shall return to their previous job classification. If a unit member fails to
9 complete the probationary period for a transfer, they shall return to their previous or
10 comparable assignment.

11
12 C. Evaluation Procedure

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

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

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

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

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

8
9 Unit members that receive an unsatisfactory rating in one or more
10 categories on an approved evaluation form, shall be given a written improvement plan
11 that states, at a minimum, the area(s) where specific improvements are needed,
12 suggestions for improvement, resources to be utilized to assist the unit member's
13 improvement and the means by which the improvement will be measured.

14
15 The immediate supervisor of a unit member is the Management
16 Supervisor that has had the unit member under their supervision for a least sixty (60)
17 days.

18
19 D. Hourly Employees

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

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ARTICLE IX
LEAVES OF ABSENCE

A. General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for him/her in the District until the leave expires. A good faith effort for the unit member's return to the school or site where he/she was assigned when the leave was authorized shall be made.

A condition of each leave of absence is that the license and/or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplemental coverage and retirement credit the same as if they were not on leave. Those who go onto an unpaid leave during any pay period shall receive their salary supplemental (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected, at their own expense, provided they made advance payment of the premium in a manner reasonably required by the District.

Part-time regular employees covered by this Agreement shall be entitled to leaves of absence prorated in the same ratio as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

It is agreed that a unit member who is absent from work other than those days as authorized by State Law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement.

1 The Board will deduct a salary amount equal to 1/22 of his/her monthly salary for each
2 day of unauthorized absence, and such member shall be subject to disciplinary action.

3
4 1. Abandonment

5
6 Any absence from work without an authorized leave for three (3)
7 consecutive days, or failure to return to work as scheduled for three (3) consecutive
8 days after the expiration of an authorized leave of absence, shall be deemed as
9 abandonment. Unless an emergency accounts for the unit member's inability to notify
10 the District, such abandonment shall result in discipline in the form of termination. The
11 above provisions do not constitute a waiver of the employee's right to due process.

12
13 B. Leave Policies

14
15 1. Bereavement Leave

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

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

1 Upon request of the Human Resources department, the unit member
2 shall provide additional verification related to the use of bereavement leave. The
3 request for additional verification shall only be made by the Human Resources
4 department.

5
6 The unit member shall be required to provide the relationship and
7 name of the deceased relative for each day bereavement leave is accessed.

8
9 When the unit member accesses more than three days of
10 bereavement leave because travel exceeds 325 miles or is out-of-state by reason of
11 the death of any family member, the unit member shall be required to provide the
12 destination location.

13
14 A unit member that provides false information related to bereavement
15 leave, shall be subject to disciplinary action.

16
17 2. Sick Leave

18
19 a. Sick leave will be credited at the rate of one (1) day per
20 month of employment for full-time unit members, and prorated on an hourly basis for
21 part-time unit members on the ratio of hours worked to an eight-hour day. Sick leave
22 shall be accumulated without limit and is transferable from district to district within the
23 State of California as provided by Education Code section 45202.

24
25 In the event that a unit member is ill and unable to report
26 for work as required by contract, he/she may use accumulated sick leave for those
27 days.

28
29 A doctor's release or verification of the illness or injury may
30 be required by the District during or after the absence. Such request shall not be
31 arbitrary or capricious.

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b. Sick Leave Incentive

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

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

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

c. Maternity Disability

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

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

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

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a. Sick Leave Abuse

Unit members that continue to use sick leave after exhausting all available sick leave in a fiscal year (July 1-June 30) shall be subject to disciplinary action as provided in this Sick Leave Abuse Section.

Unit members that use sick leave after they have exhausted all available sick leave in a fiscal year shall not be eligible to receive overtime (unless deemed an emergency by the District) and shall be subject to the following disciplinary action:

1 st post sick leave absence:	Written Reprimand
2 nd post sick leave absence:	5-day Suspension- Without Pay
3 rd post sick leave absence:	10-day Suspension- Without Pay
4 th post sick leave absence:	Resignation or Termination

Unit members that exhaust all sick leave shall not be subject to disciplinary action if they produce a medical verification from a medical doctor. A unit member shall provide the medical verification within ten (10) working days after the request for the verification has been made.

Unit members shall be exempt from disciplinary action under this section if they have experienced a Catastrophic Illness or Injury as defined in Article 9, Section 10.a.1 [twenty (20) or more consecutive days] that has been verified in writing by a medical doctor. A unit member that experiences a Catastrophic Illness or Injury shall not be subjected to Discipline pursuant to this Section for the fiscal year in which the unit member experienced the Catastrophic Illness or Injury.

3. Differential Pay (Illness or Accident)

A Unit member shall each fiscal year be credited with a total of one hundred (100) working days of paid extended illness and injury leave, including all days of full-paid sick leave to which he/she is entitled under Section B.2.a of this article. Such days of paid leave used after exhaustion of full-paid sick leave shall be compensated at fifty percent (50%) of the unit member's regular salary. This paid

1 extended illness and injury leave shall include all days of full-paid sick leave (current
2 year and accumulated) but shall exclude any other available paid leave, holidays,
3 vacation, or compensating time to which the unit member may be entitled. The one
4 hundred (100) days of extended illness leave under this section shall not accumulate.
5 Leave used under this section shall run concurrently with the unit member's available
6 leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights
7 Act (CFRA).

8
9 4. Medically Determined Extended Leave

10
11 a. Unit members who suffer a catastrophic illness or injury
12 that has incapacitated the unit member for one hundred (100) or more working days
13 after the exhaustion of all paid leaves shall be entitled to up to twenty (20) working
14 days of 50% pay provided the unit member provides the District with a medical doctor's
15 verification of the illness or injury that has incapacitated the unit member for one
16 hundred (100) or more working days.

17
18 b. All unit members who receive leave under this section,
19 shall have this leave run concurrently with the unit member's available leave under
20 the Family Medical Care Leave Act and/or California Rights Act. (CFRA).

21
22 5. Personal Necessity Leave

23
24 a. A unit member may elect to use up to seven (7) days of
25 accumulated sick leave annually for personal necessity. All seven (7) days may be
26 used as compelling personal necessity, in which the employee will not be required to
27 give a reason for the compelling personal necessity.

28
29 In no cases shall personal necessity leave be used for
30 vacation or the extension of vacation, the extension of a holiday, personal business
31 that can be conducted outside of the unit member's normal workday, or recreational
32 activities. In cases where the District suspects abuse of personal necessity, Human
33 Resources shall request the unit member provide verification related to the use of
34 personal necessity.

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b. Procedure for Personal Necessity Leave

Whenever possible, a unit member must submit a completed request for personal necessity leave in advance of the requested leave [five (5) working days is the recommended advance notice] on the Classified Personal Necessity Notification Form.

If advance notice is not possible, the unit member will submit a completed Classified Personal Necessity Notification Form to be signed normally the date he/she returns to duty. However, if additional time is needed, the employee may extend that time up to three (3) days. The supervisor will verify the eligibility of the request, and indicate whether the leave is approved or denied and forward to the District Office.

c. If the District determines that a unit member has engaged in repeated personal necessity leave use of one (1) hour or less, said unit member shall be required to provide one working day prior notice of any future use of personal necessity leave that is one (1) hour or less. The required notice period shall be in effect for no less than six (6) months and no more than one (1) year from the date of notification by the District.

6. Industrial Accident or Illness Leave

Leaves of absence for industrial accident or illness are provided for unit members under the following rules and regulations.

a. The accident or illness must have arisen out of and in the course of employment of the unit member, as a bona fide injury or illness arising out of and in the course of employment.

b. Allowable leave for each industrial accident or illness shall be for sixty (60) working days in any one fiscal year for the same accident or illness.

c. The leave under these rules and regulations shall commence on the first working day of absence due to industrial accident or illness.

1 d. Allowable industrial accident or illness leave shall not be
2 accumulated from year to year.

3
4 e. When a unit member is absent from his/her duties on
5 account of industrial accident or illness, he/she shall be paid such portion of his/her
6 salary due him/her for any month in which absence occurs, as when added to
7 his/her temporary disability indemnity under Division 4 or under Division 4.5 of the
8 Labor Code, will result in a payment to him/her equal to his/her full salary.

9
10 f. When an industrial accident or illness leave overlaps into
11 the next fiscal year, the unit member shall be entitled to industrial accident and illness
12 leave in the new year for a period of time not to exceed sixty (60) working days when
13 added to those used in the previous fiscal year for the same illness or injury.

14
15 g. During any paid leave of absence, the unit member shall
16 endorse to the District the temporary disability indemnity checks received on account
17 of his/her industrial accident or illness. The District, in turn, shall issue to
18 the unit member appropriate salary warrants for payment of the unit member's salary,
19 and shall deduct normal retirement and other authorized contributions.

20
21 h. Upon termination of the industrial accident or illness leave,
22 the unit member shall be entitled to the benefits provided for sick leave as provided in
23 this Agreement and his/her absence for such purpose shall be deemed to have
24 commenced on the date of termination of the industrial accident or illness
25 leave, provided that if the unit member continues to receive temporary disability
26 indemnity, he/she may elect to take as much of his/her accumulated sick leave which
27 when added to his/her temporary disability indemnity will result in payment to him/her
28 of not more than his/her full salary.

29
30 7. Subpoena Leave

31
32 When a unit member is absent because of a mandatory court
33 appearance, except as a litigant, the unit member shall suffer no monetary or sick
34 leave loss by reason of this service.

1 Fees, exclusive of mileage, paid by the court or party requiring a
2 unit member's appearance shall be paid to the District unless the fees are greater than
3 the unit member's salary, in which case the unit member may retain the fees and be
4 listed as absent due to personal business (without pay). A copy of the subpoena or
5 certificate of the clerk of the court must be filed with the absence report form.

6
7 8. Jury Duty
8

9 A leave of absence without loss of salary shall be granted to a
10 unit member who is officially called for jury duty not to exceed a total of ten (10)
11 days per fiscal year. Juror's fees, exclusive of mileage, received by the unit member
12 shall be deposited to the credit of the District. After the ten (10) days, and with
13 extenuating circumstance, i.e., continuance on a case, the unit member shall continue
14 to receive regular District compensation.

15
16 9. Military Leave
17

18 A unit member shall have the right to a leave of absence for
19 required military service as required by law.
20

21 10. Supplemental Catastrophic Leave
22

23 a. Definitions:
24

25 A District-wide Supplemental Catastrophic Leave Bank
26 ("SCLB") shall be created for unit members to donate sick leave for the use of eligible
27 unit members who have suffered a catastrophic illness or injury. All use of SCLB days
28 must receive prior approval from the Supplemental Catastrophic Leave Bank
29 Committee ("SCLBC").
30

31 1. Catastrophic Illness or Injury is defined as any
32 illness or injury that is expected to incapacitate a unit member for a period of twenty
33 (20) or more consecutive working days.
34
35

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

5
6 b. Supplemental Catastrophic Leave Bank Committee
7 ("SCLBC"):

8
9 A District-wide SCLBC shall be established consisting of
10 two (2) Bargaining Unit Members appointed by the Association's Executive Board
11 and two (2) Management representatives appointed by the Superintendent or his/her
12 designee. The SCLBC shall have the following authority and guidelines:

13
14 1. Receive and review all SCLB requests submitted by
15 unit members to Human Resources.

16
17 2. By unanimous vote, make final decisions regarding
18 the granting of SCLB time. Failure to achieve a unanimous vote shall constitute a
19 denial of the request for SCLB time.

20
21 3. All decisions of the SCLBC shall be final and not
22 subject to appeal or the grievance procedures of the current Collective Bargaining
23 Agreement.

24
25 4. All members of the SCLBC shall maintain the
26 confidentiality of unit members requesting SCLB time and any records presented to
27 the SCLBC for review.

28
29 5. All decisions by the SCLBC shall be non-
30 discriminatory.

31
32 c. Minimum eligibility to request SCLB time:

33
34 All eligible unit members must meet the following eligibility
35 standards to apply:

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1. The eligible unit member must have exhausted all fully paid leaves prior to receiving SCLB time.

2. SCLB time may only be used for an employee's own catastrophic illness or injury.

3. SCLB time may not be used for Personal Necessity, Normal Pregnancy, Cosmetic Surgery, Mental Stress or those procedures not deemed medically necessary.

4. Any unit member requesting SCLB time must have a medical doctor's verification of the unit member's catastrophic illness or injury.

d. Use of SCLB Time:

1. A unit member can be approved for a maximum of one hundred (100) half-pay days per fiscal year (July 1 through June 30). SCLB time is limited to differential pay supplementation, not to exceed 100% of a unit member's salary, and may not be used for any other reason.

2. Any authorized, but unused, SCLB time shall be returned to the SCLB.

e. Application for SCLB Time:

The following procedures shall be used to apply for SCLB time:

1. The unit member obtains a SCLB request form from the Human Resources Department at the District Office, and returns the completed form to Human Resources.

2. The Human Resources Department will forward the SCLB request to the SCLBC for action.

1 3. The SCLBC shall convene within ten (10) working
2 days for the request (excepting holidays) and the committee shall begin its review.

3
4 4. The committee shall complete its review and
5 communicate its decision to the unit member no later than fifteen (15) working days
6 from the date the SCLBC convened.

7
8 5. If the SCLB does not have sufficient credits to meet
9 a withdrawal request, the SCLBC is under no obligation to provide credits or
10 SCLB days, and the District is under no obligation to pay the requester any funds
11 whatsoever.

12
13 f. Donation to the SCLB

14
15 All unit members who meet the criteria in this Article shall
16 have the opportunity to donate time to the SCLB. Although donation to the SCLB is a
17 requirement for participation in the SCLB, see below, participation in this program is
18 strictly voluntary, and no unit member is obligated or required to participate. All
19 donations to the SCLB shall be made as follows:
20

21 1. Each school year there shall be a window period
22 from September 1 through October 31 in which unit members may donate sick leave
23 days to the SCLB. Supplemental window periods may be created based upon SCLB
24 need by written agreement between the District and the Association.
25

26 2. In order to donate sick leave days, a unit member
27 must pick-up a SCLB donation form from Human Resources. All donations of sick
28 leave to the SCLB must be requested and signed on the District's SCLB donation
29 form.
30

31 3. All Donations of sick leave days shall be credited to
32 the SCLB as a number of hours equal to the number of hours the unit member would
33 be credited for a sick leave day for each day donated. (For example, if a four (4) hour
34 employee donates one (1) day to the SCLB, the SCLB would be credited with four (4)
35 hours; however if an eight (8) hour employee donates one (1) day to the SCLB, the
36 SCLB would be credited with eight (8) hours.)
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4. In order to donate, a unit member must have a minimum of fifteen (15) days of earned sick leave remaining on June 30 of the previous fiscal year after donating to the SCLB. (For example, if a unit member had sixteen (16) days of earned sick leave, the unit member would only be able to donate one (1) day to the SCLB because a donation of two (2) days would reduce the unit member's sick leave below the minimum of fifteen (15) earned sick leave days).

5. A unit member must donate a minimum of one (1) sick leave day in either the current fiscal year or the fiscal year previous to the year in which the unit member is requesting SCLB time.

6. A unit member may donate a maximum of three (3) sick leave days per school year.

7. Unit members may only donate sick leave to the SCLB. No other leaves (e.g. vacation) are allowed to be donated to the SCLB.

8. All donations to the SCLB are final, and will not be returned to the unit member.

g. Termination of SCLB

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

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

h. Hold Harmless:

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

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I. Miscellaneous Provisions:

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

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

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

11. Vacations

Vacation time for classified personnel shall accrue as follows:

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

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

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

4
5 Vacation time shall be taken in accordance with the needs of the
6 District, and as nearly as possible, at the convenience of the unit member as well.

7
8 All school site unit members who work less than twelve (12)
9 months shall take vacation during winter, spring and Thanksgiving recess periods, and
10 other days that school is not in session during the employee's work year.

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

18
19 School site unit members and school bus drivers who work less
20 than twelve (12) months shall be paid for unused vacation days.

21
22 Vacation time for twelve (12) month employees and less than
23 twelve (12) month non-school site employees cannot be accumulated and should be
24 taken before December 31 of the next succeeding school year. Any vacation time
25 extended beyond this date must have prior approval of the Superintendent or
26 designee.

27
28 The unit member's anniversary date shall be used in determining
29 eligibility for vacation benefits.

30
31 Unit members who either voluntarily or involuntarily discontinue
32 their employment with the district shall be entitled to the unused vacation time they
33 have earned, and shall be paid accordingly.

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a. Interruption of Vacation Leave

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

b. Termination of Vacation Leave

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

12. Unpaid Leave of Absence

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

The leave may be granted at the discretion of:

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

13. Family and Medical Leave

a. Unit members who have been employed for a least twelve (12) months prior to commencement of the family and medical leave and who have worked at least 1,250 hours in the twelve (12) months prior to commencing the leave, shall be afforded all benefits under the California Family Rights Act (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (19 U.S.C.

1 Section 2601 et seq.). Under the dual provisions of the state and federal acts,
2 eligible unit members are entitled to a maximum twelve (12) work weeks of leave in
3 any fiscal year, July1 through June 30, inclusive except as provided below for leave
4 to care for an injured service member or for a unit member’s pregnancy. Where the
5 leave is taken to care for a family member who is a service member injured in the
6 line of active duty military service, as provided in federal law, an eligible unit member
7 shall be entitled to twenty-six (26) work weeks of leave in a twelve (12) month period
8 commencing on the first day leave is taken to care for the service member. Leave
9 taken under the state and federal acts shall run concurrently except for leave taken
10 for pregnancy, to care for a registered domestic partner under the state act or
11 reasons related to a covered family member’s service in the Armed Forces, unless
12 it is also a qualifying reason for family leave under state law.

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b. “Family and Medical Leave” means:

1. birth of a unit member’s child , and care for the child,
during the first twelve (12) months after the birth of the child;
2. adoption or placement of a foster child, during the
first twelve (12) months after adoption or placement of the child;
3. care of a seriously ill spouse, registered domestic
partner (for California Family Rights Act leave only), parent, or child under the age or
18 or 18 or older and incapable of self-care because of a mental or physical disability;
4. a serious health condition of the unit member
making him-her unable to perform job duties;
5. any qualifying exigency arising out of the fact that a
unit member’s parent, spouse, or child (which includes an adult child) 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 (federal leave only); or

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14. Parental Leave

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

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

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

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

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

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

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

ARTICLE X
HOLIDAYS

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A. The following holidays shall be granted to all employees whose base assignment is five (5) consecutive days provided that the employee is in a paid status during any portion of the workday immediately preceding or following the holiday. All employees whose base assignment is not five (5) consecutive days shall be entitled to the following holidays if the holiday falls on a regularly scheduled work day of the employee. Additionally, all employees whose base assignment is not five (5) consecutive days shall be entitled to two (2) additional floating holidays per year on dates mutually acceptable to the unit member and the unit member's supervisor.

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Winter Holiday

New Year's Day

Martin Luther King's Day

Lincoln's Day

Washington's Day

Spring Holiday

Memorial Day

Admission Day

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

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

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

1 D. A holiday falling within a prescribed vacation period shall be deemed a
2 holiday and not chargeable as vacation. Regular employees not assigned to work
3 during the Christmas and Spring recess periods shall be compensated for the holidays
4 stipulated in Section A above, provided said employee is in paid District status on the
5 day immediately preceding or following the recess period during which a holiday falls.
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1 ARTICLE XI
2 TRANSFER

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5 A. Definition

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7 A transfer is defined as a change of job site but within the same position
8 classification.

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10 B. Criteria for Transfer

11
12 The following criteria shall be used in consideration of transfer requests:

- 13
14 1. The needs and efficient operation of the District.
15
16 2. The contribution the unit member can make in the new position.
17
18 3. The qualifications, including the experience and recent training,
19 of the unit member compared to those of other candidates for both the position to be
20 filled and the position to be vacated.
21
22 4. The length and quality of the service rendered to the District by
23 the unit member.
24
25 5. The preference of the unit member.
26

27 C. Unit Member Initiated Transfer Requests

28
29 Any unit member covered by this Agreement shall have the privilege of
30 requesting a transfer to any job location within the same position classification (with
31 the same or fewer hours), subject to the following conditions:

- 32
33 1. A unit member shall have the right to request a transfer from his/her current
34 position to any vacant position in the same class and shall be given first consideration.
35 Such request shall be on the appropriate District form and kept on file in Human
36 Resources for a maximum of one year from the date of submission.

1 2. The filing of a request for transfer is without prejudice to the unit
2 member and shall not jeopardize the present assignment. A request for transfer may
3 be withdrawn by the unit member in writing at any time prior to official notification of
4 transfer approval.

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

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

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

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

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

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ARTICLE XII
RECLASSIFICATION

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

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

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

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

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

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5. Employees written requests shall contain the following:

a. A copy of their present job description.

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

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

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

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

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

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

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

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ARTICLE XIII
GRIEVANCE PROCEDURES

A. General Provisions

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

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

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

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

B. Informal Level

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

1 C. Formal Level

2
3 1. Level I

4
5 Within thirty (30) days after the occurrence of the act or omission
6 grievant must present such grievance in writing on the appropriate form to his/her
7 immediate supervisor.

8
9 This statement shall be a clear, concise statement of the
10 grievance, the circumstances involved, the article and section of the Agreement
11 violated, the decision rendered at the informal conference, and specific remedy
12 sought.

13
14 The supervisor shall communicate his/her decision to the grievant
15 in writing within fifteen (15) days after receiving the grievance and such action shall
16 terminate Level I.

17
18 Within the above time limits either party may request and receive
19 a personal conference with the other party.

20
21 2. Level II

22
23 If the grievant is not satisfied with the decision at Level I, the
24 grievant may appeal the decision in writing on the appropriate form to the Human
25 Resources Department within fifteen (15) days after termination of Level I. This
26 statement shall include a copy of the original grievance, the decision rendered at Level
27 I and a clear, concise statement of the reasons for the appeal.

28
29 The Human Resources Department will communicate a decision
30 to the grievant in writing within fifteen (15) days after receiving the grievance and such
31 decision shall terminate Level II.

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3. Level III

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

D. Arbitration

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

E. Selection of an Arbitrator

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

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F. Motion to Dismiss

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

G. Limitations Upon Arbitrator

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

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

H. Effect of Award

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

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I. Expenses

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

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

J. Failure to Meet Time Limits

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

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

K. Confidentiality

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

L. Grievance Files

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

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M. No Reprisal

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

N. Legal Procedures

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

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ARTICLE XIV
LAYOFF AND RE-EMPLOYMENT

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

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

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

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

B. Notice of Layoff

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

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

C. Reduction in Hours

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

1 D. Order of Layoff

2

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

7

8 E. Seniority List

9

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

13

14 F. Bumping Rights

15

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

21

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

25

26 G. Layoff in Lieu of Bumping

27

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

30

31 H. Equal Seniority

32

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

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1 I. Re-employment Rights

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

6
7 An employee on a re-employment list may decline three (3) offers of re-
8 employment in the former class. After the third refusal no additional offers need be
9 made and the employee shall be considered unavailable until the employee indicates
10 otherwise in writing.

11
12 In addition, they shall have the right to apply for promotional positions
13 within the filing period specified in the Job Vacancy Article of this Agreement for a
14 period of thirty-nine (39) months following layoff.

15
16 Laid off employees do not accumulate seniority credit while on re-
17 employment lists.

18
19 An employee who is a member of the bargaining unit who has accepted
20 demotion in lieu of layoff has the right to be re-employed, in accordance with his
21 seniority, in a vacant position in the former class within thirty-nine (39) months after
22 demotion. Intervening reassignments to other classes shall not nullify that right.

23
24 Employees who are members of the bargaining unit who take voluntary
25 demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their
26 present positions rather than be reclassified or reassigned shall be granted the same
27 rights as persons laid off and shall retain eligibility to be considered for re-employment
28 for an additional period of up to twenty-four (24) months; provided, that the same tests
29 of fitness under which they qualified for appointment to the class shall still apply. The
30 District shall make the determination of the specific period of eligibility for re-
31 employment on a class-by-class basis.

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

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ARTICLE XV
SAFETY CONDITIONS

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

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

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

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

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ARTICLE XVI
TRANSPORTATION

A. Bus Driver Proficiency

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

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

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

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

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

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

1 7. All leaves (paid or unpaid) taken by a Bus Driver shall not count
2 against any of the timelines established in the section. When a Bus Driver returns
3 from a leave (paid or unpaid) the Bus Driver shall continue forward from where the
4 Bus Driver was in the timelines established by this section.

5
6 8. If a District Bus is out of service, it shall not count against any
7 timelines established in this section. If a District bus is out of service during the time
8 that a bus Driver is on the five (5) day unpaid leave pursuant to this section, the Bus
9 Driver shall be permitted to return to work until the District bus returns to service.
10 When the District bus returns to service, the Bus Driver shall immediately go back on
11 unpaid leave and continue their five (5) day period of unpaid leave from the point in
12 which they were at when the District bus went out of service.

13
14 B. Trip Assignments

15
16 1. The District has the sole discretion to assign any trip(s) or wash
17 time to Bus Drivers during each Bus Driver's daily guaranteed time. As Bus Driver
18 may not refuse any assignment or wash time that is completely contained within a
19 Bus Driver's daily guaranteed time.

20
21 2. Turn-down time applies only to the refusal of overtime trips or
22 assignments that require more hours than a Bus Driver's daily guaranteed time.

23
24 3. During the weekday, the District has discretion to make any
25 assignments necessary for all trips that need to be assigned within 24 hours of the
26 time in which the trip is scheduled to depart.

27
28 4. During the weekday, any bus driver that declines an assignment
29 that is within 24 hours of time in which the trip is scheduled to depart, will not have
30 any turn-down time counted against them.

31
32 5. During any weekend, the District must offer assignments that
33 occur within 24 hours of the time in which the trip is scheduled to depart according a
34 rotating seniority list beginning with the most senior member and ending with the

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

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

10
11 7. During any weekend, any bus driver that accepts an assignment
12 that is within 24 hours of the time in which the trip is scheduled to depart will not
13 have any overtime credited against them.

14
15 8. During any period in which an assignment links at least one
16 weekday and at least one weekend day, the District has discretion to make any
17 assignments necessary for all trips that need to be assigned within 24 hours of the
18 time in which the trip is scheduled to depart.

19
20 9. During any period in which an assignment links at least one
21 weekday and at least one weekend day, any bus driver that declines an assignment
22 that is within 24 hours of the time in which the trip is scheduled to depart, will not
23 have any turn down time credited against them.

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

29
30 11. For purposes of this Article, the following definitions apply:
31 a. Weekday: A weekday is defined as any Monday through
32 Friday contract day.
33 b. Weekend: A weekend is defined as any Saturday or
34 Sunday or any District Holiday.

1 c. 24 Hours: 24 hours is defined as the 24 hours prior to
2 the start of an assigned trip.

3 d. Guaranteed Time: The minimum number of hours that
4 the unit member shall work each day. Guaranteed time may be assigned to a bus
5 driver in a single block of time or as a split schedule. All Guaranteed Time may
6 consist of drive time, wash time or a combination of drive and wash time.
7

8 12. All Bus Drivers that decline an assignment scheduled more than
9 24 hours from the start of the assigned trip shall be charged turn down time.
10

11 13. Bus Drivers that turn down an assignment within 24 hours of the
12 time in which the trip is scheduled to depart that would require the use of guaranteed
13 time and overtime, shall be allowed to complete their guaranteed time by assuming
14 other duties or through wash time. This provision shall not apply if a Bus Driver is
15 given an assignment deemed an emergency by the District.
16

17 C. Miscellaneous
18

19 1. All Bus Drivers shall be required to remain with their bus or with
20 their group while on a trip.
21

22 2. All Bus Drivers must park and maintain the Bus at the facility or
23 event, or the designated bus parking area for the facility or event, during the entire
24 period of the trip.
25

26 D. Bus Driver Proficiency
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28 1. All Bus Drivers shall be responsible to maintain their proficiency
29 with all District Buses.
30

31 2. Each Bus Driver shall be given a written document stating their
32 pending lapse of proficiency on a District Bus at least ten (10) working days but no
33 more that twenty-two (22) working days prior to the date the Bus Driver is scheduled
34 to become non-proficient in the District Bus. This written notice does not have to be
35 individualized to each Bus Driver, but must be distributed to each Bus Driver.
36

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

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

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

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

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ARTICLE XVII
SALARIES

All unit members shall be paid according to each unit member’s appropriate placement on the salary schedule (see Appendix A to this Agreement)

A. Salary Adjustments

The District and the Association shall begin negotiations on salary adjustments, if any, no later than December 1 of each school year. Any negotiated changes to the existing salary schedule shall be incorporated into this Article as a replacement to Appendix A.

A unit member, other than a Bus Driver, who holds a Bus Driver’s license and who is called upon by the District to drive shall be paid a stipend of \$20.00 per month for any time he/she is called upon to drive in any month. Payment of the stipend shall be semi-annually.

A unit member serving as a Bus Driver Trainer shall receive a five percent (5%) differential above placement on salary schedule during those hours served as trainer. (This shall include actual training, classroom activities and completion of the necessary forms and reports.)

A unit member serving as a presenter/trainer of Instructional Aides - Computer Lab shall receive a five percent (5%) differential above the member’s hourly rate. This extra-pay assignment shall include presenting, training and preparation time.

B. Working Out of Classification

A unit member who is required to work out of his or her regular classification for more than five (5) days in any fifteen (15) day period shall, for the entire period the unit member is required to work out of his/her classification, be paid not less than five percent (5%) above the unit member’s normal assigned salary rate.

1 2. For those unit members hired for a regular assignment on or after
2 January1, 1995 the longevity anniversary date shall be July 1 of the calendar year of
3 hire (January 1-December 31).
4

5 D. Salary Placement After Promotion
6

7 A member of the bargaining unit who is promoted to a higher
8 classification shall be placed on a step that results in at least a five percent (5%)
9 increase over his/her current salary up to Step E.
10

11 E. Shift Differential
12

13 A Unit member whose regular full-time assignment commences at 1:00
14 p.m. or later shall receive a two and one-half percent (2-1/2%) differential above the
15 unit member's hourly rate.
16

17 F. Reserve Maintenance
18

19 The District and the Association mutually agree that the District maintain
20 a 6% reserve as determined by dividing the total District reserves by the total District
21 expenses subject to the State of California school district reserve calculation. The
22 reserve percentage shall be determined from the audited actual available upon receipt
23 by the District of the District's audit report.
24

25 Upon receipt of the District's audit report, if the District reserves are
26 above 6%, the actual dollar amount of the reserve above 6% shall be subject to
27 negotiations for the current year in which the reserve is being examined.
28

29 Upon receipt of the District's audit report, if the District reserves are
30 below 3%, the actual dollar amount necessary to increase the reserves to 3% or 1%,
31 whichever is greater, shall be subtracted as an expense from the total compensation
32 dollars available for the current year in which the reserve is being examined.
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Upon receipt of the District's audit report, if the District reserves are between 3% and 6%, a dollar amount not to exceed 1% necessary to increase the reserves to 6% shall be subtracted as an expense from the total compensation dollars available for the current year in which the reserve is being examined.

The District shall provide the Association an annual report of the actual audited reserve percentage no later than October 31 of each year.

This section, Article 17, Section F, shall sunset and become void on June 30, 2004.

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ARTICLE XVIII
ANNUAL SALARY SUPPLEMENT

A. Health and Welfare Benefits

Unit members that are eligible to receive health and welfare benefits shall receive those benefits according to the rules, requirements and amounts stated on the current "Azusa Unified School District Classified Employees Health, Dental, Vision & Life Benefits" schedule attached as Appendix B.

B. Retirement Medical Benefits

The District shall make available \$3020 towards the payment of the group health insurance program for the unit member only, retroactive to November 1, 2007. For those retiring after September 1, the amount will be prorated at the rate of \$302 per month. This shall be paid for a maximum of ten (10) consecutive years, beginning with the first year of retirement, until he/she becomes eligible for Medicare, secures employment elsewhere where medical insurance is paid or reaches the age of 65, whichever occurs first. At that time, the District contribution towards medical insurance shall cease.

All retirees who were receiving District contributions toward medical insurance on, or after November 1, 2007, shall have the \$2623.18 cap increased to \$3020 retroactive to November 1, 2007, or the date of the first retirement contribution after November 1, 2007.

At the conclusion of the District paid retirement medical benefit the retiree has the option, at no cost to the District, to purchase an HMO for a maximum of three (3) additional years or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first. The retiree may purchase available vision and dental plans at no cost to the District until the retiree reaches the Medicare age of eligibility (whether or not the unit member qualifies for Medicare).

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

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ARTICLE XIX
TRAINING/PROFESSIONAL GROWTH

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

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

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

Professional Growth Program

A. Criteria for Awards

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

1. Coursework

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

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

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

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

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

12
13 2. Special Activities

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

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

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

26
27 B. Qualifying for the Award

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

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

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

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

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

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

20
21 C. Application

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

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

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

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

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

4
5 D. Professional Growth Review Committee (“Committee”)

6
7 The Committee shall be comprised of three (3) members appointed by
8 the Association, the Human Resources Department and two (2) supervisors appointed
9 by the Superintendent or designee. This Committee shall review all applications and
10 report the status to Human Resources as stated above.

11
12 The meetings shall be jointly scheduled with the District and the
13 Association. All classified members of the Committee shall be given released time to
14 attend the meetings.

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5 A. General
6
7 The Association and the District agree that safety and health of students,
8 staff, and the public requires every reasonable effort be made to discourage alcohol
9 and/or illegal substance abuse. The District and the Association further agree to make
10 every reasonable effort to protect students, staff, and the public from alcohol and/or
11 illegal drug use.
12
13 1. Application
14
15 Under the provisions of Title 49 of the Code of Federal
16 Regulations, Part 382 and Part 40, the provisions of this section apply only to
17 bargaining unit members whose duties include the driving of a commercial motor
18 vehicle, or for which a Class A, Class B or a Class C driver's license is required.
19 Bargaining unit classifications with such duties are limited to:
20
21 a. Bus Driver
22 b. Athletic & PE Aide
23 c. Custodian (floor crew and high school assignments only)
24 d. Groundskeeper I, II, III or III-Crew Leader
25 e. Maintenance I, II or III
26 f. Food Service Truck Driver
27 g. Messenger
28 h. Assistant Warehouse Keeper
29 i. Warehouse Keeper
30 j. Technology I, II or III
31 k. Network Technician
32 l. Messenger/Assistant Warehousekeeper
33 m. Lead Mechanic
34 n. Mechanic II or III
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2. Notice

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

3. Reasonable Suspicion Testing

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

b. The observations must be made by a supervisor(s) or District official who has received at least two (2) hours training in identifying indicators of probable alcohol misuse plus at least two (2) hours training identifying indicators of probable controlled substance use.

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

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

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

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

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

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

15
16 4. Post-Accident Testing

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

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

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

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

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

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5. Random Testing

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

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

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

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

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

6. Testing Procedures

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

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

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

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

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

20
21 7. Positive Tests

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

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

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

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(2) 150 ng/ml of cocaine metabolite;

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

(4) 25 ng/ml of phencyclidine; or

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

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

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

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

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

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

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

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

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

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

12 8. Disciplinary Action for Prohibited Conduct
13

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

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

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

c. Controlled Substance

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

9. Miscellaneous

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

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

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

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

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

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

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ARTICLE XXI
RETAINED RIGHTS AND RESPONSIBILITIES

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

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

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

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

1 3. The acquisition, disposition, location, types and uses of all District
2 properties, whether owned, leased or otherwise controlled.

3
4 4. All services to be rendered to the public and to the District
5 personnel in support of the services rendered to the public: the nature, methods,
6 quality, quantity, frequency, and standards of service, and the personnel facilities,
7 vendors, supplies, materials, vehicles, equipment and tools to be used in connection
8 with services; the subcontracting of services to be rendered and functions to be
9 performed, including educational, support, construction, maintenance and repair
10 services. It is agreed that this paragraph does not constitute a waiver of Education
11 Code 45103.1, to the extent that it is applicable, nor does it waive the Association's
12 right to negotiate only the impact of a District decision to contract out work.

13
14 5. The utilization of personnel not covered by this Agreement, such
15 as all substitutes, hourly, short-term, consultants, confidential, noon duty supervisors,
16 teachers and supervisory and managerial personnel and the methods of selection and
17 assignment of such personnel, including to the extent with District practice, using such
18 personnel to do work which is normally done by employees covered hereby.

19
20 6. The educational policies, procedures, objectives, goals and
21 programs, including those relating to curriculum course content, textbook selection,
22 educational equipment and supplies, admissions, attendance, pupil transfers, grade
23 level advancement, guidance, grading, testing, records, health and safety, conduct,
24 discipline, transportation, food services, racial and ethnic balance, extra-curricular and
25 co-curricular activities, and emergency situations, and the substantive and procedural
26 rights and obligations of students, parents, teachers, and the public with respect to
27 such matters, subject only to such consultation rights of the Association as are
28 provided under Government Code 3543.2

29
30 7. The selection, classification, direction, promotion, demotion,
31 discipline and termination of all personnel of the District; affirmative action and equal
32 employment policies and programs to improve the District's utilization of women and
33 minorities; the assignment of employees of any location and also to any facilities,
34 consistent with the duties contained in the job description, classrooms, functions,

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

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

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

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

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

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

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

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

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

ARTICLE XXII
MISCELLANEOUS PROVISIONS

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

8
9 2. The District shall not discriminate against any unit member on the basis
10 of race, color, creed, age, sex, national origin, political affiliation, domicile, marital
11 status, physical handicap or membership in any employee organization.

12
13 3. The District shall reimburse or repair articles of clothing, glasses and
14 hearing aides damaged while the unit member is acting in the proper discharge of
15 disciplinary/supervisory duties. In addition, all other accessories damaged under the
16 conditions listed above shall be reimbursed up to a maximum of \$200.00.

17
18 4. The Association shall receive, but not be limited to, the following:
19
20 Board agendas, minutes and addenda; staff/community newsletters;
21 district financial budgets; job vacancy fliers; superintendent council minutes; all school
22 site council minutes, when available and S.G.V. Coalition for Education as available.

23
24 5. The District shall pay all printing costs for this contract.
25

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

30
31 7. Beginning July 1, 2016, and each year thereafter, M.O.T., M.I.S.,
32 Warehouse, Messenger, Campus Aides, and Food Services Workers bargaining unit
33 members shall be credited with one hundred dollars (\$100) to be used towards
34 obtaining the following uniforms:
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37

- 1 1) Maintenance, Operations, Warehouse, Messenger, and M.I.S.:
2 District approved shirts from a District designated vendor.
- 3 2) Transportation: District approved shirts, pants/shorts, and jacket
4 from a District designated vendor.
- 5 3) Campus Aide: District approved shirts and jacket from a District
6 designated vendor.
- 7 4) Food Service Worker: District approved uniform tops from a
8 District designated vendor.
- 9
- 10 a. Unit members must utilize their annual credit by September 30th
11 of each year. This annual credit shall not accumulate from year to year and any
12 unused balance in any given year shall be retained by the District.
- 13
- 14 b. Unit members that require a new uniform due to size
15 adjustments prior to the next District credit cycle shall be responsible for the cost.
- 16
- 17 c. Uniforms damaged in the performance of the unit member's
18 duties shall be replace at the District's expense.
- 19
- 20 d. Bargaining unit members shall only wear their uniforms during
21 their work day.
- 22
- 23 e. Bargaining unit members who fail to wear the provided uniform
24 shall be subject to the progressive disciplinary policy of the District.
- 25
- 26 f. Uniforms shall be the property of the District. Uniforms shall be
27 maintained and cleaned by the unit member.
- 28
- 29 g. New unit members employed in the M.O.T., M.I.S., Warehouse,
30 Messenger, Campus Aides, and Food Services Worker classifications shall be provide
31 the following uniforms:
- 32
- 33 1) Maintenance, Operations, Warehouse, Messenger, and
34 M.I.S.: Up to five (5) District approved shirts.
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- 2) Transportation: Up to five (5) District approved shirts and pants/shorts, and up to one (1) District approved jacket from a District designated vendor.
- 3) Campus Aide: Up to five (5) District approved shirts and one (1) District jacket from a District designated vendor.
- 4) Food Service Worker: Up to five (5) District approved uniform tops from a District designated vendor.

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

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

9. All Food Service workers shall receive uniforms as follows:

- b. The District shall provide all new hire Food Service workers with five uniform tops.
- b. All Food Service workers shall be entitled to two uniform top replacements each year. Additional replacements of uniform tops may be received with the agreement of the supervisor and the unit member.

1 c. All Food Service workers shall be required to wear a District
2 uniform while performing their duties in the Food Services.

3
4 d. All Food Service workers shall be responsible for the regular
5 maintenance and cleaning of the District provided uniform tops.

6
7 e. All Food Service workers who fail to wear the provided uniform
8 tops shall be subject to the progressive discipline policy of the District.

9
10 f. Any additional replacement uniforms outside those provided in
11 this section shall be at the sole expense of the unit member.

12
13 g. Food Service workers shall only wear their uniforms while
14 performing food service duties.

15
16 10. All Campus Aides (High School) shall receive uniforms as follows:

17
18 a. The District and the Association agree that once every two (2)
19 years, beginning July 1, 2011, the District shall provide uniforms to all Campus Aides
20 (High School).

21
22 b. The uniforms shall be the property of the District but shall be
23 maintained and cleaned by the unit member.

24
25 c. The uniforms shall consist of shirts and a jacket that shall have
26 "Campus Safety" identified on each shirt or jacket provided.

27
28 d. Any uniform changes in between the every other year offering by
29 the District shall be the sole financial responsibility of the bargaining unit member
30 unless the uniform was damaged while performing the duties of Campus Aide (High
31 School).

32
33 e. Campus Aides (High School) bargaining unit members shall only
34 wear their uniforms during their work day.

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f. All Campus Aide (High School) unit members who fail to wear the provided uniform shall be subject to the progressive disciplinary policy of the District.

g. Any Campus Aide (High School) newly hired employee with less than one (1) year remaining prior to the next uniform distribution year shall not receive new uniforms with the next distribution but shall utilize the new uniforms provided upon hire for up to three (3) years.

1 ARTICLE XXIII
2 VOLUNTEERS
3

4 A. Intent
5

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

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

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

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

25 2. The Site Administrator or Department Manager, after securing the
26 signatures listed above, shall forward the completed "Volunteer Project Request Form"
27 to the Deputy Superintendent. The Deputy Superintendent shall, within ten (10)
28 working days, approve or disapprove the request as listed on the "Volunteer Project
29 Request Form." If the Deputy Superintendent fails to take any action on the "Volunteer
30 Project Request Form" with ten (10) working days, the request shall be deemed to be
31 automatically approved on the eleventh (11th) working day following the date the
32 Deputy Superintendent received the request pursuant to this Article.
33

34 3. If any concerns exist regarding the request, the parties shall
35 immediately meet in an effort to resolve any and all concerns.
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ARTICLE XXIV
SEPARABILITY AND SAVINGS

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

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

1 ARTICLE XXV
2 ENTIRE AGREEMENT
3
4

5 The Association and the District agree that the Agreement is intended to cover
6 all matters relating to wages, hours and all other terms and conditions of employment
7 and that during the term of the Agreement neither the District nor the Association will
8 meet and negotiate on any further matters prior to reopening negotiations except as
9 required by the Educational Employment Relations Act (EERA), other provisions of
10 this Agreement or by written mutual agreement of the parties.

11
12 Nothing in this section or any other section of the Agreement is intended to be
13 construed as a waiver by the District, Association or unit members of the rights
14 provided under the Education Code or the Educational Employment Relations Act
15 (EERA) or any other applicable law.
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ARTICLE XXVI
DURATION AND RE-NEGOTIATION

A. Duration

This Agreement shall remain in full force and effect from July 1, 2017 up to and including June 30, 2020 and thereafter shall continue in effective year-by-year unless one of the parties has notified the other in writing of its intention to terminate no later than by the Board's regularly-scheduled meeting in the preceding February.

B. Ground Rules for Negotiations

1. The Association shall submit its proposal to the Board of Education on salary, fringe benefits and up to three (3) additional articles on or before September 15 of each year of this Agreement.

2. The District shall submit its proposal to the Association for up to three (3) articles on or before September 15 of each year of this Agreement.

3. The Association and the District shall make a good faith effort to begin negotiations for a new agreement by February 1 of the final year of this Agreement.

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

3
4 Date_____

Date_____

5
6 AZUSA UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
7 ASSOCIATION, CHAPTER 299

8
9
10 _____
11 Ramiro Rubalcaba
12 Board's Representative

Frances Manqueros
President, Azusa Chapter 299

13
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16
17 Approved by formal action of
18 the Board of Education of the
19 Azusa Unified School District
20 on June 20, 2017.

Approved by California School
Employees Association, Azusa Chapter 299,
Exclusive Representative
On October 10, 2017.

21
22
23 _____
24 Helen Jaramillo
25 President, Board of Education

Frances Manqueros
President, Azusa Chapter 299

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

Date October 03, 2017

Date October 03, 2017

AZUSA UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 299

Ramiro Rubalcaba
Board's Representative

Frances Manqueros
President, Azusa Chapter 299

Approved by formal action of the Board of Education of the Azusa Unified School District on June 20, 2017.

Approved by California School Employees Association, Azusa Chapter 299, Exclusive Representative On October 10, 2017.

Helen Jaramillo
President, Board of Education

Frances Manqueros
President, Azusa Chapter 299

AZUSA UNIFIED SCHOOL DISTRICT
SALARY AND CLASSIFICATION SCHEDULE

2017 - 2018

Range	Administrative Services	Range	Maintenance-Operations-Transportation (con't)
24	Assistant Textbook Warehousekeeper	31	Technology Worker I
25	Curriculum Clerk I	33	Groundskeeper II
25	General Office Clerk	33	Lead Custodian
25	PABX Operator/Receptionist	33	Maintenance II
28	Textbook Warehousekeeper	33	Mechanic II
29	Curriculum Clerk II	33	Operations & Events Technician II
30	Records Technician	37	Technology Worker II
32	Pupil Services Technician	38	Groundskeeper III
32	Secretary I	38	Maintenance III
33	Secretary II	38	Mechanic III
35	Translator	40	Groundskeeper III-Crew Leader
37	Data Technician	40	Lead Mechanic
39	Technician/Programmer	43	Technology Worker III
45	Data & Software Specialist		
45	Software Technician		School Clerical and Services
45	Network Technician	12	Noon Supervisor
		21	Instructional Aide
	Business Services	22	Community Aide-Bilingual
26	Data Entry Clerk	22	Community Liaison Aide
27	Account Clerk I	22	Instructional Aide-Bilingual
28	Messenger	22	Instructional Aide-Special Education
29	Messenger/Assistant Warehousekeeper	22	Instructional/Community Aide-Bilingual
29	Purchasing Clerk	22	Library Aide-Elementary School
30	Account Clerk II	22	Paraeducator I
30	Assistant Warehousekeeper	22	Paraeducator II
32	Account Clerk III	22	Pre School Aide
32	Buyer	22	Student Support Assistant
33	Lead Account Clerk	23	Instructional Aide-Students with Disabilities
33	Printer II	23	Student Support Asst-Students with Disabilities
36	Warehousekeeper	24	Instructional Aide-Computer Lab I
38	Printer III	24	Job Coach/Instr Aide-Adult Transition Program
		25	Health Aide
	Cafeteria Services	25	School Clerk
15	Food Service Worker I	26	Computer Lab Aide II-Adult Education
17	Lead Food Service Worker I	26	Health Aide II
20	Food Service Worker II	26	Health Aide Special Services
22	Lead Food Service Worker II	26	Instructional Aide-Computer Lab II
24	Food Service Worker III	26	Intermediate School Student Body Clerk
29	Food Service Truck Driver	26	Paraeducator III
		27	Braille Transcriber
	Maintenance-Operations-Transportation	27	Campus Aide (High School)
28	Athletic & P.E. Aide (H.S.)	27	Library Clerk (Intermediate School)
28	Custodian	31	High School ASB Clerk
29	Bus Driver	32	Career Center Technician
29	Groundskeeper I	32	High School Library Technician
29	Maintenance I	32	School Secretary
29	Operations & Events Technician I	33	High School Principal's Secretary

**AZUSA UNIFIED SCHOOL DISTRICT
2017-2018 SALARY AND CLASSIFICATION SCHEDULE**

RANGE NUMBER	STEP A	STEP A HOURLY	STEP B	STEP B HOURLY	STEP C	STEP C HOURLY	STEP D	STEP D HOURLY	STEP E	STEP E HOURLY
1	1622	9.36	1703	9.83	1787	10.31	1876	10.83	1969	11.36
2	1662	9.59	1746	10.08	1830	10.56	1920	11.07	2021	11.66
3	1703	9.83	1787	10.31	1876	10.83	1969	11.36	2069	11.94
4	1746	10.08	1830	10.56	1920	11.07	2021	11.66	2119	12.23
5	1787	10.31	1876	10.83	1969	11.36	2069	11.94	2170	12.52
6	1830	10.56	1920	11.07	2021	11.66	2119	12.23	2228	12.85
7	1876	10.82	1969	11.36	2069	11.94	2170	12.52	2281	13.15
8	1920	11.07	2021	11.66	2119	12.23	2228	12.85	2339	13.49
9	1969	11.36	2069	11.94	2170	12.52	2281	13.15	2394	13.81
10	2021	11.66	2119	12.23	2228	12.85	2339	13.49	2453	14.15
11	2069	11.94	2170	12.52	2281	13.15	2394	13.81	2513	14.50
12	2119	12.23	2228	12.85	2339	13.49	2453	14.15	2580	14.88
13	2170	12.52	2281	13.15	2394	13.81	2513	14.50	2638	15.21
14	2228	12.85	2339	13.49	2453	14.15	2580	14.88	2706	15.61
15	2281	13.15	2394	13.81	2513	14.50	2638	15.21	2772	16.00
16	2339	13.49	2453	14.15	2580	14.88	2706	15.61	2842	16.40
17	2394	13.81	2513	14.50	2638	15.21	2772	16.00	2912	16.81
18	2453	14.15	2580	14.88	2706	15.61	2842	16.40	2985	17.22
19	2513	14.50	2638	15.21	2772	16.00	2912	16.81	3056	17.63
20	2580	14.88	2706	15.61	2842	16.40	2985	17.22	3136	18.09
21	2638	15.21	2772	16.00	2912	16.81	3056	17.63	3208	18.51
22	2706	15.61	2842	16.40	2985	17.22	3136	18.09	3291	18.99
23	2772	16.00	2912	16.81	3056	17.63	3208	18.51	3368	19.44
24	2842	16.40	2985	17.22	3136	18.09	3291	18.99	3455	19.92
25	2912	16.81	3056	17.63	3208	18.51	3368	19.44	3535	20.39
26	2985	17.22	3136	18.09	3291	18.99	3455	19.92	3628	20.93
27	3056	17.63	3208	18.51	3368	19.44	3535	20.39	3713	21.42
28	3136	18.09	3291	18.99	3455	19.92	3628	20.93	3812	21.99
29	3208	18.51	3368	19.44	3535	20.39	3713	21.42	3898	22.50
30	3291	18.99	3455	19.92	3628	20.93	3812	21.99	4001	23.08
31	3368	19.44	3535	20.39	3713	21.42	3898	22.50	4095	23.63
32	3455	19.92	3628	20.93	3812	21.99	4001	23.08	4201	24.25
33	3535	20.39	3713	21.42	3898	22.50	4095	23.63	4298	24.79
34	3628	20.93	3812	21.99	4001	23.08	4201	24.25	4411	25.45
35	3713	21.42	3898	22.50	4095	23.63	4298	24.79	4513	26.04
36	3812	21.99	4001	23.08	4201	24.25	4411	25.45	4632	26.73
37	3898	22.50	4095	23.63	4298	24.79	4513	26.04	4738	27.34
38	4001	23.08	4201	24.25	4411	25.45	4632	26.73	4866	28.07
39	4095	23.63	4298	24.79	4513	26.04	4738	27.34	4976	28.71
40	4201	24.25	4411	25.45	4632	26.73	4866	28.07	5109	29.47
41	4298	24.79	4513	26.04	4738	27.34	4976	28.71	5225	30.14
42	4411	25.45	4632	26.73	4866	28.07	5109	29.47	5364	30.95
43	4513	26.04	4738	27.34	4976	28.71	5225	30.14	5483	31.64
44	4632	26.73	4866	28.07	5109	29.47	5364	30.95	5635	32.52
45	4738	27.34	4976	28.71	5225	30.14	5483	31.64	5760	33.23
46	4866	28.07	5109	29.47	5364	30.95	5635	32.52	5912	34.11
47	4976	28.71	5225	30.14	5483	31.64	5760	33.23	6050	34.91
48	5109	29.47	5364	30.95	5635	32.52	5912	34.11	6210	35.82
49	5225	30.14	5483	31.64	5760	33.23	6050	34.91	6350	36.64
50	5364	30.95	5635	32.52	5912	34.11	6210	35.82	6522	37.63
51	5483	31.64	5760	33.23	6050	34.91	6350	36.64	6667	38.46
52	5635	32.52	5912	34.11	6210	35.82	6522	37.63	6845	39.49
53	5760	33.23	6050	34.91	6350	36.64	6667	38.46	7002	40.40
54	5912	34.11	6210	35.82	6522	37.63	6845	39.49	7188	41.47
55	6050	34.91	6350	36.64	6667	38.46	7002	40.40	7349	42.40
56	6210	35.82	6522	37.63	6845	39.49	7188	41.47	7548	43.55
57	6350	36.64	6667	38.46	7002	40.40	7349	42.40	7716	44.52
58	6522	37.63	6845	39.49	7188	41.47	7548	43.55	7927	45.73

Effective 7/1/16

Adopted 5/19/17

Approved 6/20/17

AZUSA UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEES
 Health, Dental, Vision & Life Benefits
 2017-18

INSURANCE PLAN	ANNUAL PREMIUM	ANNUAL DISTRICT CONTRIBUTION	TENTHLY DISTRICT CONTRIBUTION	TENTHLY EMPLOYEE DEDUCTION*	RETIREE RATES CONTRIBUTION **
DENTAL					
<u>DELTA DENTAL PLAN (\$2,500 annual max; \$2,500 ortho life max for adult & child)</u>					
Employee	1,084.60	443.63	44.36	64.10	108.46
Two Party	2,005.10	575.46	57.55	142.96	200.51
Family	2,728.00	652.73	65.27	207.53	272.80
<u>MetLife 100 Comp (formerly Safeguard)</u>					
Employee & all dependents	448.50	408.50	40.85	4.00	44.85
VISION					
<u>VISION SERVICE PLAN - Choice Plan w/ CVC glasses (\$15 copay; exam, frame & lenses every 12 mos.)</u>					
Employee	191.30	102.80	10.28	8.85	19.13
Two Party	260.40	140.30	14.03	12.01	26.04
Family	437.00	263.50	26.35	17.35	43.70
<u>MetLife Vision (formerly Safeguard)</u>					
Employee	68.80	66.70	6.67	0.21	6.88
Two Party	110.50	107.30	10.73	0.32	11.05
Family	175.80	170.60	17.06	0.52	17.58
<u>Life/A D & D - UNUM (\$25,000 Benefit Through Age 70, Decreasing Thereafter)</u>					
Employee	43.80	25.20	2.52	1.86	N/A
HEALTH					
<u>BLUE SHIELD HMO #1 (\$10/30 Office copay; \$7/25 Rx copay; \$100 ER copay; \$0 Hospital copay; Chiropractic benefit)</u>					
Employee	7,608.00	3,195.27	319.53	441.27	458.80
Two Party	15,000.00	5,141.18	514.12	985.88	1,198.00
Family	21,012.00	7,561.52	756.15	1,345.05	1,799.20
<u>BLUE SHIELD HMO#2 (\$20/30 Office copay; \$9/35 Rx copay; \$100 ER copay; \$250 Hospital copay; Chiropractic benefit)</u>					
Employee	7,212.00	3,195.27	319.53	401.67	419.20
Two Party	14,268.00	5,141.18	514.12	912.68	1,124.80
Family	20,016.00	7,561.52	756.15	1,245.45	1,699.60
<u>BLUE SHIELD HMO #3 (\$30/45 Office copay; \$9/35 Rx copay; \$150 ER copay; 20% Hospital copay) Chiropractic benefit</u>					
Employee	6,852.00	3,195.27	319.53	365.67	383.20
Two Party	13,524.00	5,141.18	514.12	838.28	1,050.40
Family	18,960.00	7,561.52	756.15	1,139.85	1,594.00
<u>BLUE SHIELD PPO (\$20 PPO Office copay; \$5/20 Rx copay; \$500/single \$1,000/family Deductible; 80% PPO/50% Out-of-Network after deductible)</u>					
Employee	9,000.00	3,195.27	319.53	580.47	598.00
Two Party	17,844.00	5,141.18	514.12	1,270.28	1,482.40
Family	25,032.00	7,561.52	756.15	1,747.05	2,201.20
<u>KAISER HMO #1 (\$20 Office copay; \$10/20 Rx copay; \$100 ER copay; Chiropractic benefit)</u>					
Employee	6,876.00	3,195.27	319.53	368.07	385.60
Two Party	13,440.00	5,141.18	514.12	829.88	1,042.00
Family	18,864.00	7,561.52	756.15	1,130.25	1,584.40
<u>KAISER DEDUCTIBLE HMO #2 (\$1,000/single \$2,000/family Deductible; \$20 Office copay; \$10/30 Rx copay; 20% ER & hospital admission fee after \$1,000 deductible); Chiropractic benefit</u>					
Employee	6,132.00	3,195.27	319.53	293.67	311.20
Two Party	11,988.00	5,141.18	514.12	684.68	896.80
Family	16,824.00	7,561.52	756.15	926.25	1,380.40
TSA in Lieu of Health Insurance	2,661.64	2,661.64	266.16	0.00	N/A
<u>Only current TSA recipients may continue subject to proof of group insurance coverage.</u>					

Effective 10-1-17

See reverse side for coverage effective dates, contribution eligibility & plans available for part-time employees

AZUSA UNIFIED SCHOOL DISTRICT
2017-18

Coverage Effective Dates and Contribution Eligibility Criteria

Coverage becomes effective the first of the month following completion of a qualifying month of employment. A qualifying month of employment is defined as being in a paid status for 50% or more of the working days in that month.

*Deductions for annual premiums are made in 10 months - September through June earnings. Coverage is effective October 1 through September 30. **Note: Mid-year enrollment, termination and dependent coverage changes will result in payroll adjustments to account for pro-rated monthly premiums that will differ from the listed employees deductions.**

Insurance Plans Available for Part-Time Regular Classified Employees Not Eligible For District Insurance Contributions

Regular Classified employees whose assigned workday is less than four hours per day may participate in the District's dental and vision insurance plans, **at the employee's expense. SISC plan guidelines limit health plan enrollment of part-time employees (working less than 20 hours per week) to those who are currently enrolled - no new enrollment will be allowed effective 10/1/12. Employees working a 90+% assignment are required to take at least single coverage health insurance with the District or provide proof of coverage through another group plan.**

Enrollment is required during the first 30 days of employment, or during the annual open enrollment period from July 12 - August 25, 2017.

**** Medical rates vary based upon individual district retiree contributions**

Effective 10-1-17

LIST OF LABORATORIES
that have been approved for Urine Drug Testing

Associated Pathologists Laboratories, Inc.
4230 South Burnham Avenue, Suite 250
Las Vegas, Nevada 89119-5412
(702) 733-7866

Centinela Hospital Airport Toxicology Laboratory
9601 South Sepulveda Boulevard
Los Angeles, California 90045
(310) 215-6020

National Health Laboratories, Inc.
5601 Oberlin Drive, Suite 100
San Diego, California 92121
(619) 455-1221

National Toxicology Laboratories, Inc.
1100 California Avenue
Bakersfield, California 93304
(805) 322-4250

Nicols Institute Substance Abuse Testing
7470-A Mission Valley Road
San Diego, California 92108-4406
(619) 686-3200/(800) 446-4728

PharmChem Laboratories, Inc.
1505-A O'Brien Drive
Menlo Park, California 94025
(415) 328-6200/(800) 446-5177

Poisonlab, Inc.
7272 Clairemont Mesa Road
San Diego, California 92111
(619) 279-2600/(800) 882-7272

Sierra Nevada Laboratories, Inc.
888 Willow Street
Reno, Nevada 89502
(800) 648-5472

SmithKline Beecham Clinical Laboratories
7600 Tyrone Avenue
Van Nuys, California 91045
(818) 376-2520

TOXWORX Laboratories, Inc.
6160 Variel Avenue
Woodland Hills, California 91367
(818) 226-4373

UNILAB
18408 Oxnard Street
Tarzana, California 91356
(818) 343-8191/(800) 492-0800

Hold Harmless

I agree to indemnify and financially hold harmless the District, its Board of Education, each individual Board of Education member, and all administrators of the District against any and all claims, demands, costs, lawsuits, including attorney fees for attorneys individually chosen by the District, Board of Education, each individual Board of Education Member and all administrators of the District for the purpose of defending said District, Board of Education, Individual Board of Education Members and all administrators of the District, or any other form of liability of expense, including but not limited to, all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with my request for Supplemental Catastrophic Leave or compliance with this Article.

I agree to indemnify and financially hold harmless the California School Employees Association and its agents and employees against any and all claims, demands, costs, lawsuits, expenses, administrative agency costs, or attorney fees, except as prohibited by law, that may arise out of or by reason of action taken by the Association regarding any request by me for Supplemental Catastrophic Leave, or for the purpose of complying with this Article.

I, _____, hereby waive and release, except as prohibited by law, any and all claims, demands and causes of action of every nature and kind whatsoever, known or unknown, suspected or unsuspected, I may now have, or may have in the future, known or unknown, including the right to grieve or arbitrate under the collective bargaining agreement between the California School Employees Association and the Azusa Unified School District, decisions regarding the Supplemental Catastrophic Leave Bank, against the Azusa Unified School District and/or the California School employees Association in connection with the administration, procedures, and decisions taken regarding the Supplemental Catastrophic Leave Bank and request for Supplemental Catastrophic Leave.

I hereby expressly waive and relinquish all rights and benefits afforded by the provisions of Section 1542 of the Civil Code of the State of California, regarding any request by me for Supplemental Catastrophic Leave, and I understand that said section provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"

I understand that pursuant to Article 8, Section B(9), of the Collective Bargaining Agreement, that signature on this document is required prior to submitting an application to receive any allocation from the Supplemental Catastrophic Leave Bank as provided in Article 8, Section B(9), of the current Collective Bargaining Agreement.

Date: _____

Signature